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Court of Special Appeals
Gregory Hilton
9/1/2022 8:32 AM

Circuit Court for Baltimore County
Case No. C-03-CV19-000826

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 1863

September Term, 2019

SECURITY WARDS, LLC

v.

SET THE CAPTIVES FREE
OUTREACH CENTER, INC.

Kehoe,
Berger,
Shaw,

JJ.

Opinion by Kehoe, J.

Filed: September 1, 2022

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

This is an appeal from a judgment of the Circuit Court for Baltimore County that affirmed a decision of the Board of Appeals of Baltimore County. The appellants are Howard Brown and Security Wards, LLC (collectively "Security"); the appellee is Set the Captives Free Outreach Center, Inc. (the "Church"). Security presents two issues on appeal, which we have reworded:

> 1. Did the Board err when it decided that the Church may use parking spaces on its property to satisfy the parking requirements of Baltimore County Zoning Regulations even though the spaces are subject to an agreement with an adjoining movie theater permitting the latter to use parking spaces on the Church parcel on a non-exclusive basis?
>
> 2. Did the Board err when it decided that, under the particular circumstances of the case before it, the Church could demonstrate compliance with applicable parking requirements at the time of issuance of an occupancy permit as opposed to the time of subdivision or site plan approval?[1]

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[1] Security articulates the issues as follows:

> 1. Did the Board of Appeals err as a matter of law in determining that Appellee's parking area that is subject to the SSH Parking Easement (as discussed herein) may be used to satisfy the parking requirements of BCZR § 409 for the uses on Appellee's property?
>
> 2. Did the Board of Appeals err as a matter of law in waiving the requirement that Appellee's zoning site plan comply with the parking requirements of the Baltimore County Zoning Regulations at the time of site plan approval, because it found the "adequacy of parking cannot be determined with certainty" and further err as a matter of law in concluding that the uses must only comply with all zoning requirements at the time of issuance of an occupancy permit?

For its part, the Church contends that this case is moot, that Security failed to exhaust its administrative remedies, and that Security is wrong as to the merits.

We will affirm the judgment of the circuit court.

BACKGROUND

Although the legal issues presented in this appeal are straightforward, the procedural and factual background is not.

By way of an introductory overview, the parties own adjoining properties which are parts of the Security Square Mall (the "Mall"), located at the intersection of Interstate Highways 695 and 70 in Woodlawn. Originally, the Church's parcel consisted of about 12 acres. It wanted to subdivide its land into two parcels. The Church proposed to retain one, which consists of approximately 10 acres ("Lot 1"), and to sell the other ("Lot 2"). Security opposed the subdivision. The issue eventually came before the Board of Appeals of Baltimore County. The Board issued a decision granting the application. Security argues that in doing so, the Board erred as a matter of law.

A very brief history of the Mall

The Mall is an aggregate of separately owned parcels totaling about 93 acres on which are located approximately one million square feet of what was originally intended to be retail, restaurant, and other commercial space together with 5,966 parking spaces. When the mall was originally developed, each lot was subject to a reciprocal easement agreement (the "Construction, Operation and Reciprocal Easement Agreement," or "COREA"). Relevant to this appeal, the COREA provided that the parking areas on each lot were to be

treated as a common parking area to serve the entire mall, regardless of the boundaries of specific parcels. This arrangement was approved by Baltimore County through a variance proceeding. Additionally, there are references in the record to a site plan approval by County officials but neither the parties' briefs nor the record extract provides any meaningful information as to the terms and conditions of that approval.

In its halcyon days, Security Mall was anchored by what were once iconic department stores such as Hutzler's, Sears, J. C. Penney's, Hecht's, and Woolworth's. But those days are in the past, as one anchor tenant after another left the mall. While this process was ongoing, the COREA terminated according to its terms. As a result, and to quote the opinion of the Board of Appeals in this case, "each parcel [became] discrete and its use, standing alone, must comply with applicable regulations."

The non-exclusive parking easements

In 2016, what is now the Church's lot was owned by Blue Ocean Seoul Plaza, LLC ("Blue Ocean"). One of Blue Ocean's tenants was the North American Training School ("NATS"), which trained drivers of tractor/trailer rigs. Blue Ocean and Security entered into reciprocal easement agreements by which Security agreed to permit NATS to use, on a non-exclusive basis, its parking area. In return, Blue Ocean granted a non-exclusive parking easement to Security and one of its tenants, American Multi-Cinema, Inc. to use part of Blue Ocean's parking lots (the "AMC easement"). According to Security, the AMC easement applies to 292 of the parking spaces located on the Church's property. The way

in which the AMC easement burdens the Church's property is the central issue in this appeal.

The Church's subdivision proposal

In 2018, the Church acquired Blue Ocean's parcel. At the time, the property was improved by two structures, a former J.C. Penney's department store, and a separate stand-alone building that the parties refer to as the "GEICO building," but which apparently was used as an automotive repair and servicing facility.

The Church intended to convert the former department store into a place of worship and a location for its related pastoral activities. As we have mentioned, the GEICO building did not fit into the Church's plans. A complicating matter was that part of the former Penney's space was leased to one or more tenants whose leases had either expired or were in default. Another complicating matter was that, when the Church acquired the parcel, it was subject to a pending subdivision application filed by the previous owner. [2]

The Church proceeded with the pending application process. In order to obtain subdivision approval, the Church needed to obtain (again quoting the Board of Appeals' opinion) "an amendment to the previous order and site plan in Case No. 1988-0200-A to allow the existing automotive service center/garage to be subdivided and exist on a separate

[2] Additionally, a portion of the parking lot on the Church's parcel was fenced off and reserved for the exclusive use of NATS. The parties agree that these spaces are not available for other purposes.

lot of record; and to confirm a refinement to the 4th Refined CRG Plan for Security Square Shopping Center[.]"

The procedural mechanism to accomplish this was to file a petition for a "special hearing" pursuant to Baltimore County Zoning Regulations ("BCZR") § 500.7 which, among other things, authorizes the administrative law judge "to determine any rights whatsoever of such person in any property in Baltimore County insofar as they are affected" by the provisions of the BCZR.[3] The Church's request for a special hearing asked for the following relief:

> To amend the previous Zoning Order and Site Plan in Case No. 1988-0222-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; [and]
>
> To confirm a refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center.[4]

A Baltimore County administrative law judge granted the Church's request.[5] Two neighbors appealed that decision to the Board of Appeals. Security appeared at the Board hearing in opposition to the Church's requests for relief.

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[3] "A request for special hearing [pursuant to BCZR § 500.7] is, in legal effect, a request for a declaratory judgment." *Antwerpen v. Baltimore County*, 163 Md. App. 194, 209 (2005).

[4] Neither the Zoning Order and Site Plan in Case No. 1988-0222-A nor the 4th Amended CRG Plan is included in the record extract.

[5] The administrative law judge imposed certain conditions upon their approval, but the parties do not discuss them in their briefs.

The Board's hearing

The relevant issue before the Board was the degree to which the lots established by the proposed subdivision complied with BCZR § 409, which sets out Baltimore County's off-street parking requirements for residential, commercial, and industrial uses. Each party called one witness, both were civil engineers, and both were admitted as expert witnesses.

Richard Matz, the Church's expert, testified that, after accounting for some spaces reserved for the exclusive use of NATS's truck driver training program, there were 843 available parking spaces on the Church's parcel, 788 located on Lot 1, and 55 on the proposed Lot 2. He told the Board that the current uses on Lot 1 required 650 spaces, that the proposed use on Lot 2 would require 46 spaces,[6] thus resulting in a collective surplus of 147 parking spaces over and above what is required by BCZR § 409. Matz also testified that there were tenants who occupied portions of the building on Lot 1 who were in the process of being evicted.

Security's expert witness was Stephen Warfield, who criticized Matz's analysis on several grounds. The one that is relevant to the current appeal is that Matz failed to take into account the legal effect of the AMC easement. It was Warfield's position that the AMC easement encumbers 292 spaces on the Church's property and so 292 spaces should be

[6] The record extract does not contain the transcript of Matz's direct testimony and only portions of his testimony on cross-examination. Although we do not know how he came up with his figures, we have no basis to conclude that any of them were inaccurate.

deducted from the total available parking spaces on the Church's property. If the 292 spaces are deducted from the 147 surplus spaces on the Church's lots, the Church does not meet the requirements for off-street parking.[7]

In its decision, and after summarizing the relevant testimony, the Board concluded (emphasis added):

> Upon review of the testimony and evidence, the Board [finds] that the creation of the proposed GEICO 2.04 ± acre lot meets applicable regulations as a discrete, stand-alone lot, subject to review by the Development Review Committee. The Board further [finds] that *because the non-church based uses are in a state of flux, with at least one lease having been terminated and subject to ongoing eviction proceedings, the adequacy of parking could not be determined with certainty, but that the church and its associated accessory uses must comply with all zoning requirements at the time of issuance of an occupancy permit.* As to the availability of the parking spaces subject to the easement agreement with the movie theater, the Board determine[s] that such easement is, by its terms, *non-exclusive, and not restricted to a particular use.* As such, there is no prohibition on those spaces being counted to satisfy required parking for the church.

Dissatisfied with this result, Security filed a petition for judicial review. The circuit court affirmed the Board's decision.

[7] In its brief, Security points to another alleged error by Matz. However, Security did not include all of the relevant pages of the hearing transcript in its extract as required by Md. Rule 8-504(a)(4). We decline to address the issue. *See, e.g., DiPino v. Davis*, 354 Md. 18, 56 (1999).

ANALYSIS

The Standard of Review

In a judicial review proceeding, the issue before an appellate court "is not whether the circuit . . . court erred, but rather whether the administrative agency erred." *Bayly Crossing, LLC v. Consumer Protection Division*, 417 Md. 128, 136 (2010) (cleaned up). For that reason, we "look through" the circuit court's decision in order to review the decision of the agency itself. *People's Counsel for Balt. County v. Loyola College*, 406 Md. 54, 66 (2008).

A reviewing court accepts an agency's factual findings if they are supported by substantial evidence, that is, if there is relevant evidence in the record that logically supports the agency's factual conclusions. *Bayly Crossing*, 417 Md. at 138-39. A reviewing court pays no deference to an agency's legal conclusions. *Id.* at 137. Additionally, "[a]n agency's decision is to be reviewed in the light most favorable to it and is presumed to be valid." *Assateague Coastal Trust v. Schwalbach*, 448 Md. 112, 124 (2016) (citing *Chesapeake Bay Foundation v. DCW Dutchship Island, LLC*, 439 Md. 588, 611 (2014)).

Security's Contentions

Security's arguments to this Court starts with the premise that the Baltimore County zoning regulations "require that the [Church] provide a certain number of parking spaces on each of the resulting lots to serve the uses on each lot." Security then points to the easement agreement with the movie theater complex. Security acknowledges that this easement agreement is non-exclusive but argues nonetheless that it restricts the number of parking spaces available to the Church to meet the County's parking requirements. To

support its position, Security points to BCZR § 409, which sets out Baltimore County's off-street parking requirements for various institutional, industrial, commercial, and residential uses. Security concedes that § 409 recognizes that parking requirements can be adjusted when parking is provided for multiple uses when stores or businesses have different peak hour parking needs. Security is correct; BCZR § 409.6 sets out various formulas for adjusting the number of required spaces depending upon the actual uses "to reflect that the spaces will not be in demand at the same time." Section 409.6 also provides that, in situations involving "place[s] of religious assembly," any adjustment in required parking is made on a case-by-case basis by County officials. However, says Security, the Church "did not seek to avail itself of this provision[.]"

From this basis, Security presents two arguments that we will discuss separately.

1. The Board's interpretation of the AMC easement

Security first asserts that the Board:

> erred as a matter law when it determined that [the Church's] parking areas that are subject to the [AMC easement] may be used to satisfy the parking requirements of BCZR § 409 for the uses on [the Church's] property."
>
> * * *
>
> Specifically, the [AMC easement] for 292 parking spaces (E. 110) in [the Church's] parking lot must be accounted for, because the practical effect of that parking easement is to reduce the amount of parking actually provided on the [Church's] Property. Once accounted for, [the Church's] parking is inadequate to meet the requirements of BCZR § 409.

The fatal problem with this contention is that the AMC easement agreement is explicit that the easement granted therein is *non-exclusive*. Because it is non-exclusive, nothing in

the easement prevents the Church or its tenants from lawfully using those spaces. Contrary to what Security suggests, the AMC easement does not require the Church to reserve 292 spaces for the use of AMC patrons. Instead, the easement agreement allows patrons of the theaters to use the spaces if no one else happens to be parking in them at the time. Another problem with Security's argument is that there is nothing in the record extract to indicate that AMC's patrons do not have other spaces on Security's property. Nor is there anything in the extract to show how frequently AMC patrons actually use the spaces on the Church's property. The Board's decision and its reasoning are presumed to be correct, and we will not conjure up wills o' the wisp to undermine the Board's decision.

The Board's deferral of the parking issues

Second, Security argues that the Board erred when it determined that the issues of parking compliance could be resolved when occupancy permits were issued. It states:

> [The Church] sought a Petition for Special Hearing in order to show that its amended zoning site plan complies with all requirements of the BCZR, and therefore should be approved. Obviously, in order to approve the amendment of the site plan, the Board must examine the plan in the context of the parking regulations—it is, after all, a request to amend a parking variance site plan (prior parking variance case 1988-0200-A). However, in this case, the Board pushed off the question of adequacy of parking to the time when occupancy permits are issued. The Board's action does not make any sense in the context of this Petition for Special Hearing. In addition, the Board erred by ignoring the requirements of BCZR, §409.2:
>
> > At the time of *application for a building permit* for the erection or enlargement of any building for which off-street parking or loading spaces are required, a plan shall be provided 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.

(Emphasis in original omitted; our emphasis added.)

Security argues that because the Church "is seeking to place new uses on its Property, it must update its parking plan which it has sought to do through the Special Hearing procedure of this case." It continues (emphasis added):

> the Board wrongly held that compliance with the parking regulations is not required at this time. Nonetheless, *this is precisely the time when adequacy of parking under the zoning regulations must be determined.* If adequacy of parking was to be determined at the time of issuance of occupancy permit, this provision of law would so state.

This contention is unpersuasive. First, the relevant County zoning regulation makes it clear that the appropriate time for determining adequacy of off-street parking is when an application for a building permit is filed. BCZR § 409.2.[8] The Church's application for amendments to the site and CRG plans did not, by the plain language of the statute, require an analysis of off-street parking requirements and compliance. Second, the Board did not err when it recognized the obvious, namely, that demand for parking depends upon the type and extent of *uses* and not on the configuration of property lines.

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[8] BCZR § 409.2 states:

> At the time of application for a building permit for the erection or enlargement of any building for which off-street parking or loading spaces are required, a plan shall be provided 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.

The Board's decision to defer the calculation of required parking to the occupancy permit approval stage means that the County's land use planners and regulators will be assessing parking demand based upon actual uses. This is clearly what § 409 contemplates and Security has pointed to no provision in the Baltimore County Zoning ordinance or in the BCZR that prohibits such an approach. And, as we have explained, the provision on which Security relies, BCZR §409.2, provides no textual support for its argument that parking issues must be resolved before an application for a site plan or CRG plan can be granted. While the approach taken by the Board in this case may not be explicitly set out in § 409, "[w]e must remember that the machinery of government would not work if it were not allowed a little play in its joints." *Bain Peanut Co. of Texas v. Pinson*, 282 U.S. 499, 501 (1931) (Holmes, J.). In our view, the approach taken by the Board reflects a pragmatic, common-sense approach which is consistent with the relevant provisions of the BCZR and the policy goals that the regulations seek to further.[9]

THE CHURCH'S REMAINING CONTENTIONS

In addition to addressing the merits, the Church raises two additional contentions. The first is that Security failed to exhaust its administrative remedies and the second is that this

[9] One of the policy goals is to reduce redundant and unnecessary parking spaces. BCZR § 409.13 authorizes the Director of Permits, Approvals, and Inspections to reduce parking space requirements by up to 40% for shopping centers with 100,000 square feet or more of gross leasable area "[i]n order to prevent the establishment of a greater number of parking spaces than is actually required to serve the needs" of the center.

appeal is moot. We agree with the Board that Security was a proper party to the proceedings before it. Therefore, Security is a proper party to this judicial review proceeding. Security also argues that the case is not moot. Resolving the parties' mootness contentions requires more information about the existing site plan and CRG plan and Baltimore County's site/CRG plan review and approval process than is contained in the parties' briefs and the extract. We decline to address the mootness argument.

THE JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE COUNTY IS AFFIRMED. APPELLANT TO PAY COSTS.

PETITION OF:	*	**IN THE**
Security Wards, LLC, *et. al*	*	**CIRCUIT COURT**
	*	**FOR**
FOR JUDICIAL REVIEW OF THE	*	**BALTIMORE COUNTY**
BALTIMORE COUNTY BOARD OF APPEALS	*	
	*	
IN THE CASE OF:	*	
In the Matter of: Petition for Special Hearing	*	**Case No.: C-03-CV-19-000826**
Set the Captives Free Outreach Center, Inc.	*	
Legal Owner	*	
	*	
Board of Appeals Case No.: 18-161-SPH	*	

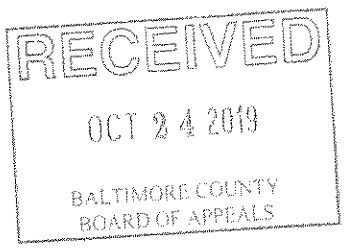
* * * * * * * * * * * * * *

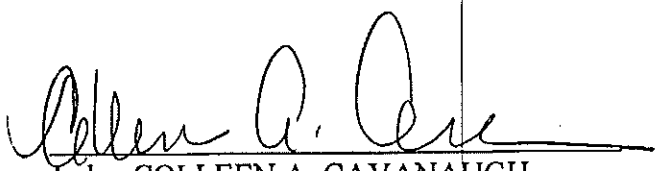
ORDER

This matter came before the Court today on Petitioners' Petition for Judicial Review of the Board of Appeals Opinion and Order dated March 8, 2019. For the reasons set forth on the record during today's hearing and having found that the Board of Appeals made no errors of law and had sufficient factual findings to support its decision, it is, on this 21st day of October, 2019, hereby;

ORDERED that the Board of Appeals Opinion and Order dated March 8, 2019 is **AFFIRMED.**

Entered: Clerk, Circuit Court for
Baltimore County, MD
October 21, 2019





Judge COLLEEN A. CAVANAUGH
Circuit Court for Baltimore County

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204

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7111 Windsor Mill Boulevard
Windsor Mill, MD 21244

212 NFE 1260219I0005/02/19
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:SET THE CAPTIVES FREE OUTREACH CTR
6901 SECURITY BLVD UNIT 2000
WINDSOR MILL MD 21244-2422

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This envelope had the 4/24/19 Notice letter & Cert of Compliance.

Address list corrected.

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY	*	
PETITION OF: SECURITY WARDS, LLC, *ET AL.*	*	
FOR JUDICIAL REVIEW OF THE OPINION OF THE BOARD OF APPEALS OF BALTIMORE COUNTY JEFFERSON BUILDING – ROOM 203 105 W. CHESAPEAKE AVENUE TOWSON, MARYLAND 21204	*	CIVIL ACTION NO.: C-03-CV-19-000826
IN THE MATTER OF: SET THE CAPTIVES FREE OUTREACH CENTER, INC. – LEGAL OWNER FOR PROPERTY LOCATED AT 6901 SECURITY BOULEVARD	*	
1ST ELECTION DISTRICT 1ST COUNCILMANIC DISTRICT	*	
BOARD OF APPEALS CASE NO.: 18-161-SPH	*	

* * * * * * * * * * * *

FILED
2019 APR 24 AM 11:27
CIRCUIT COURT
BALTIMORE COUNTY

CERTIFICATE OF COMPLIANCE

Madam Clerk:

Pursuant to the Provisions of Rule 7-202(d) of the *Maryland Rules*, the Board of Appeals of Baltimore County has given notice by mail of the filing of the Petition for Judicial Review to the representative of every party to the proceeding before it; namely:

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

Dino C. La Fiandra, Esquire
The Law Office of Dino C. La Fiandra, LLC
100 W. Pennsylvania Avenue, Suite 305
Towson, Maryland 21204

Set the Captives Free Outreach Center, Inc.
7111 Windsor Mill Boulevard
Windsor Mill, Maryland 21244

Security Wards, LLC
6901 Security Boulevard, Suite 200
Windsor Mill, Maryland 21244

Howard Brown
100 Painters Mill Road, Suite 900
Owings Mills, Maryland 21117

The Liberty Road Community Council, Inc.
3525 N. Rolling Road
Rockdale, Maryland 21244

Shirley and Jeff Supik
3525 N. Rolling Road
Rockdale, Maryland 21244

Peter M. Zimmerman, Esquire
Carole S. Demilio, Esquire
Office of People's Counsel
The Jefferson Building, Suite 204
105 W. Chesapeake Avenue
Towson, Maryland 21204

Lawrence M. Stahl
Managing Administrative Law Judge
The Jefferson Building, Suite 103
105 W. Chesapeake Avenue
Towson, Maryland 21204

Jeff Mayhew, Acting Director
Department of Planning
The Jefferson Building, Suite 100
105 W. Chesapeake Avenue
Towson, Maryland 21204

Michael Mohler, Acting Director
Permits, Approvals and Inspections
County Office Building
111 W. Chesapeake Avenue, Suite 105
Towson, Maryland 21204

Nancy C. West, Assistant County Attorney
Baltimore County Office of Law
The Historic Courthouse
400 Washington Avenue
Towson, Maryland 21204

Michael E. Field, County Attorney
Baltimore County Office of Law
The Historic Courthouse
400 Washington Avenue
Towson, Maryland 21204

A copy of said Notice is attached hereto and prayed that it may be made a part hereof.

I HEREBY CERTIFY that on this 24th day of April, 2019 a copy of the foregoing Certificate of Compliance has been mailed to the individuals listed above.

Tammy A. Zahner

Tammy A. Zahner, Legal Secretary
Board of Appeals for Baltimore County
The Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, Maryland 21204
(410) 887-3180
appealsboard@baltimorecountymd.gov

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

April 24, 2019

Dino C. La Fiandra, Esquire
The Law Office of Dino C. La Fiandra, LLC
100 W. Pennsylvania Avenue, Suite 305
Towson, Maryland 21204

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: Petition for Judicial Review
Circuit Court Case No.: C-03-CV-19-000826
In the Matter of: Set the Captives Free Outreach Center, Inc. – Legal Owner
Board of Appeals Case No.: 18-161-SPH

Dear Counsel:

Notice is hereby given, in accordance with the Maryland Rules, that a Petition for Judicial Review was filed on April 4, 2019 by Dino C. La Fiandra, Esquire on behalf of Security Wards, LLC, Howard Brown, The Liberty Road Community Council, Inc., and Shirley and Jeff Supik, in the Circuit Court for Baltimore County from the decision of the County Board of Appeals rendered in the above matter. Any party wishing to oppose the petition must file a response with the Circuit Court for Baltimore County within 30 days after the date of this letter, pursuant to the Maryland Rules.

In accordance with the Maryland Rules, the Board of Appeals is required to submit the record of proceedings of the Petition for Judicial Review within 60 days. Mr. La Fiandra, having taken the appeal on behalf of his clients, is responsible for the cost of the transcript of the record and the transcript must be paid for in time to transmit the same to the Circuit Court within the 60 day timeframe as stated in the Maryland Rules.

Courtsmart was the official record of the hearings before the Board. The disk(s) will be copied by this office and provided to you for transcription. The transcriptionist must meet the requirements set forth in Maryland Rules which states: "*a stenographer, court reporter, or transcription service designated by the court for the purpose of preparing an official transcript from the recording.*" The Board of Appeals can assist in obtaining a qualified transcriptionist upon request.

Please be advised that the ORIGINAL transcript must be provided to the Board of Appeals no later than JUNE 14, 2019 so that it may be transmitted to the Circuit Court with the record of proceedings, pursuant to the Maryland Rules.

A copy of the Certificate of Compliance has been enclosed for your convenience.

Very truly yours,

Tammy A. Zahner
Legal Secretary

Duplicate Original Cover Letter
Enclosure

c: Set the Captives Free Outreach Center, Inc.
Security Wards, LLC
Howard Brown
The Liberty Road Community Council, Inc.
Shirley and Jeffrey Supik
Office of People's Counsel
Lawrence M. Stahl, Managing Administrative Law Judge
Jeff Mayhew, Acting Director/Department of Planning
Michael Mohler, Acting Director/PAI
Nancy C. West, Assistant County Attorney/Office of Law
Michael E. Field, County Attorney/Office of Law

IN RE: PETITION FOR SPECIAL HEARING (6901 Security Blvd.) 1st Election District 1st Council District	*	BEFORE THE BOARD OF APPEALS OF
Set the Captives Free Outreach Center, Inc. Successor to Blue Ocean Seoul Plaza, LLC Legal Owner	*	BALTIMORE COUNTY Case No. 18-161-SPH

* * * * * * * * * * *

OPINION

This case comes before the Board of Appeals of Baltimore County on an appeal of the Opinion and Order of the Administrative Law Judge dated February 21, 2018 (the "Order") approving an amendment to the previous order and site plan in Case No. 1988-0200-A to allow the existing automotive service center/garage to be subdivided and exist on a separate lot of record; and to confirm a refinement to the 4th Refined CRG Plan for Security Square Shopping Center, subject to certain conditions contained in the Order.

The petition was filed by the prior owner, Blue Ocean Seoul Plaza, LLC. Shirley and Jeff Supik noted a timely appeal of the Order.

This Board convened a *de novo* hearing on June 28, 2018 to hear the matter. Timothy M. Kotroco, Esquire appeared on behalf of Petitioner/Appellee. J. Carroll Holzer appeared on behalf of Appellants Supik and Security Wards, LLC by Howard Brown. People's Counsel also appeared. Prior to the hearing, Appellee filed a Motion to Dismiss the appeal for lack of standing. At the hearing, Appellants moved to postpone the hearing. Counsel for Petitioner advised the Board that the subject property was sold to Set the Captives Free Outreach Center, Inc. (hereafter, "STCFOC") on June 22, 2018. Accordingly, the parties agreed to the postponement.

The Board reconvened on January 8, 2019. Mr. Kotroco appeared on behalf of Petitioner/Appellee. Dino LaFiandra, Esquire, appeared on behalf of Appellants Supik, the Liberty Road Community Council, Inc., ("LRCC"), and Security Wards, LLC/Howard Brown. People's Counsel did not participate.

BACKGROUND

The property of which the subject site is a part, consists of 93± acres, all zoned BM-CT originally developed in the 1960's as Security Square Mall, a regional shopping center. As was common practice at the time, individual parcels, particularly those of anchor department stores, were owned by the occupant, the mall area owned and leased by the developer, and the entire property subject to reciprocal agreements and cross easements governing shared parking and maintenance. In this case, the reciprocal agreement (the "Construction, Operation and Reciprocal Easement Agreement" or "COREA") is no longer in effect, and as a result, each parcel is discrete and its use, standing alone, must comply with applicable regulations. The subject property, a 12± acre parcel, is known as Parcel B Lot 1 on the plat of Security Square Shopping Center (Petitioner's Exhibit 7), and once housed the J.C. Penney department store and a separate free standing building that was a GEICO auto claims service center.

Petitioner, a church, wishes to subdivide the GEICO parcel as a 2.04 ± acre stand-alone parcel since it is not to be used for church purposes. No new construction is contemplated. The request is to amend the prior CRG plan to create the new lines of division and confirm a refinement of the previously approved plan to reflect the new lot; and to amend the prior zoning in Case No. 1988-0200-A. The original approval was made by a committee known as the County Review Group ("CRG"), and the approved plan, known as the "CRG Plan". Under the Code, appeals of CRG plans were made to this Board. (See Baltimore County Code, 1978, 1988/89

Cumulative Supplement; §22-61). Even if approved by this Board, Petitioner must submit the plan to the Development Review Committee ('DRC"), an advisory committee of departmental representatives, for further review and direction, to bring the property into compliance with other current regulations.

TESTIMONY AND EVIDENCE

Petitioner called one witness, Richard E. Matz, a civil engineer, licensed by the State of Maryland who was accepted as an expert in Baltimore County zoning and development.

Mr. Matz introduced a number of exhibits about the mission of STCFOC, its proposed uses within the Penney's building and existing improvements on the site. A colored site plan illustrated the existing and proposed lot lines. (Petitioner's Exhibit 6B). Relative to the overall mall site, the property is barely visible from any public road and abuts the ramp from I-695 to I-70.

Mr. Matz, who had recently visited the site, also introduced photographs showing the seemingly abandoned GEICO building and adjoining parking field, part of which is fenced and rented to a training school for truck drivers. Petitioner does not intend to use or retain the GEICO building for church purposes, and to render that parcel taxable, requires a separate tax parcel and account. Mr. Matz testified that doing so would also simplify commercial transactions, such as sale and financing, for both the Petitioner's property and any subsequent owner of the GEICO parcel. There is no new construction proposed and all proposed uses are permitted within the zone. Mr. Matz further testified that there is adequate parking on each resulting parcel to support its proposed use, excluding from the tally any land devoted to the trucking school. For one tenant in the Penney's building, a gym, Mr. Matz calculated parking based on limitations imposed by the Fire Department rather than those imposed by the BCZR. However, the lease for the gym

has been terminated, and there is ongoing litigation to remove this tenant. Mr. Matz testified that the plan meets the special hearing criteria and is in keeping with the zone.

Protestants' counsel called Stephen Warfield, a licensed professional engineer who was accepted as an expert in civil engineering, Baltimore County zoning and development. Mr. Warfield testified regarding parking and procedural requirements that he deems required for plan approval.

As to parking, Mr. Warfield offered a recorded non-exclusive parking easement involving the subject property and the adjoining movie theater (Protestants' Exhibit 3), alleging the shared spaces subject to the easement should not be available to satisfy the parking requirements for the proposed church use. He also disputed Mr. Matz' calculations and application of the parking regulations, but recalculated parking spaces required by the Zoning Regulations for the existing gym use.

As to the procedure that should be employed, Mr. Warfield posited that a plan, red-lined to show proposed revisions, be submitted to the Development Review Committee ("DRC") along with the requisite checklist, to amend the prior approved CRG plan.

Protestant Shirley Supik testified on behalf of the LRCC after Rule 8 documentation was accepted. The thrust of the opposition turns not on an objection to the proposed use or parking, but on the piecemeal nature of the redevelopment. The LRCC and the Supiks personally want a comprehensive redevelopment proposal for the entire mall property involving all the separate owners and parcels. Mrs. Supik testified to her efforts to communicate with other owners, in particular Mr. Brown, and that no dialogue, other than with Petitioner, had been forthcoming over a two-year period.

Mr. LaFiandra proffered that to approve the petition now might adversely affect future

parking on the parcels owned by Security Wards, LLC/Howard Brown, despite the fact that this property enjoys an abundance of excess parking at this time.

Following the close of testimony, the Board deliberated on Petitioner's Motion to Dismiss, which it denied.

DECISION

The Board has reviewed the briefs and arguments set forth by all parties in this matter as well the applicable provisions of the Baltimore County Code and Zoning Regulations. A public deliberation was held on February 21, 2019.

The Board determined that, as an appeal of a prior zoning case, the decision of the Administrative Law Judge is within the jurisdiction of the Board. The Board also found that an appeal of a CRG plan amendment is also within the Board's jurisdiction, as an appeal of a matter delegated to the Office of Administrative Hearings under Baltimore County Code §3-12-105 and predecessor § 22-57(a) of the 1978 Code.

Upon review of the testimony and evidence, the Board found that the creation of the proposed GEICO 2.04 ± acre lot meets applicable regulations as a discrete, stand-alone lot, subject to review by the Development Review Committee. The Board further found that because the non-church based uses are in a state of flux, with at least one lease having been terminated and subject to ongoing eviction proceedings, the adequacy of parking could not be determined with certainty, but that the church and its associated accessory uses must comply with all zoning requirements at the time of issuance of an occupancy permit. As to the availability of the parking spaces subject to the easement agreement with the movie theater, the Board determined that such easement is, by its terms, *non-exclusive,* and not restricted to a particular use. As such, there is no prohibition on those spaces being counted to satisfy required parking for the church. Lastly,

the Board held that the Supiks are proper parties who have standing to have brought this appeal, and the remaining Appellants are entitled to participate in these proceedings. See *People's Counsel for Baltimore County v. Crown Development Corp.*, 614 A.2d 553, 328 Md. 303, 317 (Md., 1991)

ORDER

THEREFORE IT IS this 8th, day of March, 2019, Board of Appeals of Baltimore County, hereby

ORDERED that the decision of the Administrative Law Judge dated February 21, 2018, approving the Petition for Special Hearing to Amend the Previous Zoning Order and Site Plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; and to confirm a refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center, be and is hereby **APPROVED** subject to review of the plan by the Development Review Committee, and further subject to any conditions in the Order of the Administrative Law Judge which remain unsatisfied.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*.

BOARD OF APPEALS
OF BALTIMORE COUNTY

Jason S. Garber, Chairman

Deborah C. Dopkin

Joseph L. Evans

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

March 8, 2019

Dino C. La Fiandra, Esquire
The Law Office of Dino C. La Fiandra, LLC
100 West Pennsylvania Avenue, Suite 305
Towson, Maryland 21204

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: In the Matter of: *Set the Captives Free Outreach Center, Inc. – Legal Owner*
(Blue Ocean Seoul Plaza, LLC – Previous Owner)
Case No.: 18-161-SPH

Dear Counsel:

Enclosed please find a copy of the final Opinion and Order issued this date by the Board of Appeals of Baltimore County in the above subject matter.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*, **WITH A PHOTOCOPY PROVIDED TO THIS OFFICE CONCURRENT WITH FILING IN CIRCUIT COURT. Please note that all Petitions for Judicial Review filed from this decision should be noted under the same civil action number.** If no such petition is filed within 30 days from the date of the enclosed Order, the subject file will be closed.

Very truly yours,

Krysundra "Sunny" Cannington
Administrator

KLC/taz
Enclosure
Duplicate Original Cover Letter

c: Set the Captives Free Outreach Center, Inc.
Shirley and Jeffrey Supik
Liberty Road Community Council, Inc.
Howard Brown/Security Wards, LLC
Office of People's Counsel
Lawrence M. Stahl, Managing Administrative Law Judge
Jeff Mayhew, Acting Director/Department of Planning
Michael Mohler, Acting Director/PAI
Nancy C. West, Assistant County Attorney/Office of Law
Michael E. Field, County Attorney/Office of Law

BOARD OF APPEALS OF BALTIMORE COUNTY
MINUTES OF DELIBERATION

IN THE MATTER OF: Set the Captives Free Outreach Center, Inc. – New Owner 18-161-SPH
Blue Ocean Seoul Plaza, LLC – Previous Owner

DATE: February 21, 2019

BOARD/PANEL: Jason S. Garber, Chairman
Deborah C. Dopkin
Joseph L. Evans

RECORDED BY: Tammy A. Zahner, Legal Secretary

PURPOSE: To deliberate the Petition for Special Hearing pursuant to BCZR § 500.7, as follows:

1. To amend the previous order and site plan in Case No. 1988-0200-A to allow an existing automobile service garage to be subdivided and exist on a separate lot of record; and
2. To confirm a refinement to the 4th Refined CRG Plan for Security Square Shopping Center

PANEL MEMBERS DISCUSSED THE FOLLOWING:

DISCUSSION

- The Board discussed the special hearing request, why it was before the Board, and do they have jurisdiction? The Board noted this is an appeal to a decision of the Administrative Law Judge, and is a refinement to a CRG, not a material amendment. The Board found they have jurisdiction.

- The Board discussed parking requirements which are governed by BCZR § 409.6. Parking for the mall was originally covered by a parking agreement referred to as COREA which entailed a shared parking agreement for the entire mall. There are also parking easements. The Petitioner's proposal is to create a new lot for a free standing building, and to use the larger mall building for a Church with associated accessory uses. Tenants also currently are located in the proposed Church area, including a gym, but these may not remain. There were calculations regarding parking spaces presented by both sides. The Board found that the approach taken by the Petitioner in its Memo was appropriate, and note that tenants are changing daily to the benefit of the Petitioner. The Board noted that the proposed lot is supported by on-site parking, and that the parking requirements for the Church use will be addressed during the DRC process which the Petitioner is required to go through.

- The Board addressed the non-exclusive parking agreement with the Movie theatre. The Board found there is no legal prohibition against counting the spaces subject to a non-exclusive parking agreement in support of Petitioner's use.

- The Board addressed standing of the Protestants. The Board found that all named Protestants have standing, although the Board preferred that all Protestants appear at the hearing.

CONCLUSION: After thorough review of the facts, testimony, and law in the matter, the Board unanimously agreed to grant the Petition for Special Hearing.

NOTE: These minutes, which will become part of the case file, are intended to indicate for the record that a public deliberation took place on the above date regarding this matter. The Board's final decision and the facts and findings thereto will be set out in the written Opinion and Order to be issued by the Board.

Respectfully Submitted,

/s
Tammy A. Zahner

The Law Office of Dino C. La Fiandra, LLC

100 West Pennsylvania Avenue | Suite 305 | Towson, Maryland 21204
443-204-3473 • dcl@LaFiandraLaw.com • LaFiandraLaw.com

February 15, 2019

Jason S. Garber, Chairman
County Board of Appeals for Baltimore County
105 W. Chesapeake Avenue, Suite 203
Towson, Maryland 21204

Re: Blue Ocean Seoul Plaza, LLC
CBA-118-161-SPH
Hearing Date: January 8, 2019
Withdrawal of Argument Advanced in the Protestants' Closing Brief under the Heading, "III. The North American Trade School violates the BCZR"

Dear Mr. Garber:

My clients wish to withdraw the argument advanced in the Protestants' Closing Brief which appears on page 15 under the heading, "III. The North American Trade School violates the BCZR." This argument is comprised of two paragraphs appearing in the middle of page 15 of the brief.

All remaining portions of the brief are unmodified by this withdrawal and are reaffirmed by the Protestants.

Sincerely,

Dino C. La Fiandra

cc: Timothy M. Kotroco, Esquire

The Law Office of Dino C. La Fiandra, LLC
100 West Pennsylvania Avenue | Suite 305 | Towson, Maryland 21204
443-204-3473 • dcl@LaFiandraLaw.com • LaFiandraLaw.com

February 11, 2019

Jason S. Garber, Chairman
County Board of Appeals for Baltimore County
105 W. Chesapeake Avenue, Suite 203
Towson, Maryland 21204

RECEIVED
FEB 11 2019
BALTIMORE COUNTY
BOARD OF APPEALS

Re: Blue Ocean Seoul Plaza, LLC
CBA-118-161-SPH
Hearing Date: January 8, 2019
PROTESTANTS' CLOSING BRIEF

Dear Chairman Garber:

Enclosed please find the original plus 3 copies of the Protestants' Closing Brief in the above-referenced matter. Should you require any further information, please do not hesitate to call.

Sincerely,

Dino C. La Fiandra

C: Timothy M. Kotroco, Esquire
Security Wards, LLC

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

January 18, 2019

NOTICE OF DELIBERATION

IN THE MATTER OF: Set the Captives Free Outreach Center, Inc. – New Owner
Blue Ocean Seoul Plaza, LLC – Previous Owner
6901 Security Blvd.
18-161-SPH 1st Election District; 1st Councilmanic District

AGENDA: Amended Petition for Special Hearing pursuant to § 500.7 of the BCZR as follows:

1) To amend the previous order and site plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record;
2) To confirm a refinement to the 4th Refined CRG Plan for Security Square Shopping Center; and
3) ~~To confirm that Parcel B, Lots 1 and 4 are separate and distinct lots of record separate and apart from the Security Square Mall~~
3) For such other and further relief as the nature of this cause may require

This matter having been heard and concluded on January 8, 2019, a public deliberation has been scheduled for the following:

DATE AND TIME: **FEBRUARY 21, 2019 at 9:00 a.m.**

LOCATION: Jefferson Building - Second Floor
Hearing Room #2 - Suite 206
105 W. Chesapeake Avenue

NOTE: Closing briefs are due on **February 11, 2019 by 3:00 p.m.**
(Original and three [3] copies)

NOTE: PUBLIC DELIBERATIONS ARE OPEN WORK SESSIONS WHICH ALLOW THE PUBLIC TO WITNESS THE DECISION-MAKING PROCESS. ATTENDANCE IS NOT REQUIRED AND PARTICIPATION IS NOT ALLOWED. A WRITTEN OPINION AND ORDER WILL BE ISSUED BY THE BOARD WITHIN A REASONABLE TIMEFRAME AFTER THE CONCLUSION OF THE DELIBERATION. A COPY OF THAT OPINION AND ORDER WILL BE SENT TO ALL PARTIES.

For further information, including our inclement weather policy, please visit our website www.baltimorecountymd.gov/Agencies/appeals/index.html

Krysundra "Sunny" Cannington
Administrator

c: Counsel for Petitioner : Timothy Kotroco, Esquire
Petitioner : Set the Captives Free Outreach Center, Inc.

Counsel for Protestant : Dino La Fiandra, Esquire
Protestants : Shirley and Jeffrey Supik, Liberty Road Community Council, Inc., Security Wards, LLC, and Howard Brown

Richard Matz, P.E./Colbert Matz Rosenfelt, Inc.
Keith Penn-Jones

Jeff Mayhew, Acting Director/Department of Planning
Lawrence M. Stahl, Managing Administrative Law Judge
Michael Field, County Attorney, Office of Law
Mike Mohler, Acting Director/PAI
Nancy West, Assistant County Attorney
Office of People's Counsel

Board of Appeals

Case No: 18-161-SPH Case Name: Blue Ocean Seoul Plaza, LLC

Exhibit List

Party: Petitioner Date: 1/8/19

Exhibit No:	Description:
✓ 1	Revised Petition for Special Hearing
✓ 2	Matz C.V.
✓ 3	SDAT print out
✓ 4	Picture of Dr. Bethea
✓ 5	Print out of Pastors
✓ 6A	Unmarked Site Plan
✓ 6B	Marked Site Plan
✓ 7	6/22/79 Revised Plat -
✓ 8	My neighborhood zoningmap
✓ 9	My neighborhood zoning map
✓ 10A-L	Photos of site
✓ 11	List of tenants
✓ 12	Photos of signs for possible ancillary
	services to church
	VERIFIED BY KC DATE: 1/11/19

Board of Appeals

Case No: 18-161-SPH Case Name: Blue Ocean Seoul Plaza, LLC

Exhibit List

Party: Petitioner Date: 1/8/19

Exhibit No:	Description:
✓ 13	O.W.E. Center description print out
✓ 14	1988 Parking variance
✓ 15	5th Amended CRG Plan
✓ 16	My neighborhood measurement from Supik property to Mall property
	VERIFIED BY KC DATE: 1/11/19

Board of Appeals

Case No: 18-161-SPH Case Name: Blue Ocean Seoul Plaza, LLC

Exhibit List

Party: Protestants Date: 1/8/19

Exhibit No:	Description:
✓ 1	Warfield C.V.
✓ 2	Easement Agreement with NATS
✓ 3	Easement Agreement with AMC
✓ 4	Rule 8 documents - Shirley Supik for
	Liberty Road Community Council, Inc.
✓ 5	Liberty Road Community Council Map
✓ 6	Excerpts of COREA
✓ 7	Declaratory Judgment on COREA
	VERIFIED BY KC DATE: 1/11/19

The Law Office of Dino C. La Fiandra, LLC
100 West Pennsylvania Avenue | Suite 305 | Towson, Maryland 21204
443-204-3473 • dcl@LaFiandraLaw.com • LaFiandraLaw.com

January 3, 2019

RECEIVED
JAN 03 2019
BALTIMORE COUNTY
BOARD OF APPEALS

Jason S. Garber, Chairman
County Board of Appeals for Baltimore County
105 W. Chesapeake Avenue, Suite 203
Towson, Maryland 21204

Re: Blue Ocean Seoul Plaza, LLC
CBA-118-161-SPH
Hearing Date: January 8, 2019
ENTRY OF APPEARANCE AND SUBSTITUTION OF COUNSEL

Dear Mr. Garber:

Please enter the appearance of Dino C. La Fiandra, The Law Office of Dino C. La Fiandra, LLC, 100 W. Pennsylvania Avenue, Suite 305, Towson, Maryland 21204 as counsel for the following parties:

1. Shirley Supik, 3525 North Rolling Road, Rockdale, Maryland 21244.
2. Jeff Supik, 3525 North Rolling Road, Rockdale, Maryland 21244.
3. The Liberty Road Community Council, Inc., sometimes known as Liberty Road Community Council or Liberty Road Community Association, 3525 North Rolling Road, Rockdale, Maryland 21244.
4. Security Wards, LLC, 6901 Security Boulevard, Windsor Mill, Maryland 21244.
5. Howard Brown, 100 Painters Mill Road, Suite 900, Owings Mills, Maryland 21117.

Please substitute the appearance of Dino C. La Fiandra, Esquire and The Law Office of Dino C. La Fiandra, LLC for the appearance of J. Carroll Holzer, Esquire and J. Carroll Holzer, P.A. for all parties for which Mr. Holzer had previously entered his appearance.

Sincerely,

Dino C. La Fiandra

cc: Timothy M. Kotroco, Esquire
Peter M. Zimmerman, Esquire

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

October 2, 2018

NOTICE OF REASSIGNMENT

IN THE MATTER OF: Blue Ocean Seoul Plaza, LLC
6901 Security Blvd.
18-161-SPH 1st Election District; 1st Councilmanic District

Re: Petition for Special Hearing pursuant to § 500.7 of the BCZR as follows:
1) To amend the previous order and site plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record;
2) To confirm a refinement to the 4th Refined CRG Plan for Security Square Shopping Center; and
3) To confirm that Parcel B, Lots 1 and 4 are separate and distinct lots of record separate and apart from the Security Square Mall

2/21/18 Opinion and Order of the Administrative Law Judge wherein the Petition for Special Hearing was GRANTED, subject to conditions.

ASSIGNED FOR: JANUARY 8, 2019, AT 10:00 A.M.

LOCATION: Hearing Room #2, Second Floor, Suite 206
Jefferson Building, 105 W. Chesapeake Avenue, Towson

NOTICE:

- This appeal is an evidentiary hearing. Parties should consider the advisability of retaining an attorney.
- Please refer to the Board's Rules of Practice & Procedure, Appendix B, Baltimore County Code.
- No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).
- If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.
- Parties must file one (1) original and three (3) copies of all Motions, Memoranda, and exhibits (including video and PowerPoint) with the Board unless otherwise requested.
- Projection equipment for digital exhibits is available by request. A minimum of forty-eight (48) hours-notice is required. Supply is limited and not guaranteed.

For further information, including our inclement weather policy, please visit our website www.baltimorecountymd.gov/Agencies/appeals/index.html

Krysundra "Sunny" Cannington
Administrator

c: Counsel for Petitioner : Timothy Kotroco, Esquire
Legal Owner : Set the Captives Free Outreach Center, Inc.

Counsel for Protestant : J. Carroll Holzer, Esquire
Protestants : Shirley and Jeffrey Supik
: Howard Brown/Security Wards, LLC

Richard Matz, P.E./Colbert Matz Rosenfelt, Inc.
Keith Penn-Jones

Andrea Van Arsdale, Director/Department of Planning
Arnold Jablon, Director/PAI
Lawrence M. Stahl, Managing Administrative Law Judge
Michael Field, County Attorney, Office of Law
Nancy West, Assistant County Attorney
Office of People's Counsel

Krysundra Cannington

From: Timothy M. Kotroco <tkotroco@gmail.com>
Sent: Tuesday, September 18, 2018 3:15 PM
To: Krysundra Cannington; Carroll Holzer
Subject: Re: Blue Ocean

Thank you Sunny.
Timothy M. Kotroco, Esquire
305 Washington Ave., Suite 502
Towson, Maryland 21204
410-299-2943

This communication, including attachments, is confidential, may be subject to legal privileges, and is intended for the sole use of the addressee. Any use, duplication, disclosure or dissemination of this communication, other than by the addressee, is prohibited. If you have received this communication in error, please notify the sender immediately and delete or destroy this communication and all copies.

From: Krysundra "Sunny" Cannington <kcannington@baltimorecountymd.gov>
Date: Tuesday, September 18, 2018 at 7:34 AM
To: "J. Holzer" <jcholzer38@gmail.com>
Cc: Timothy Kotroco <tkotroco@gmail.com>
Subject: RE: Blue Ocean

Tim and Carroll,

We will schedule this matter for hearing in January.

Thank you!

Sunny

Krysundra "Sunny" Cannington
Administrator
Board of Appeals of Baltimore County
410-887-3180

Confidentiality Statement

This electronic mail transmission contains confidential information belonging to the sender which is legally privileged and confidential. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking of any action based on the contents of this electronic mail transmission is strictly prohibited. If you have received this electronic mail transmission in error, please immediately notify the sender.

Krysundra Cannington

From: Carroll Holzer <jcholzer38@gmail.com>
Sent: Tuesday, September 18, 2018 8:26 AM
To: Krysundra Cannington
Subject: Re: Blue Ocean

Thanks

On Tue, Sep 18, 2018, 7:34 AM Krysundra Cannington <kcannington@baltimorecountymd.gov> wrote:

Tim and Carroll,

We will schedule this matter for hearing in January.

Thank you!

Sunny

Krysundra "Sunny" Cannington

Administrator

Board of Appeals of Baltimore County

410-887-3180

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Krysundra Cannington

From: Krysundra Cannington
Sent: Tuesday, September 18, 2018 7:35 AM
To: 'Carroll Holzer'
Cc: Timothy M. Kotroco (tkotroco@gmail.com)
Subject: RE: Blue Ocean

Tim and Carroll,

We will schedule this matter for hearing in January.

Thank you!

Sunny

Krysundra "Sunny" Cannington
Administrator
Board of Appeals of Baltimore County
410-887-3180

Confidentiality Statement

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From: Carroll Holzer [mailto:jcholzer38@gmail.com]
Sent: Thursday, September 13, 2018 12:35 PM
To: Krysundra Cannington <kcannington@baltimorecountymd.gov>
Cc: Timothy M. Kotroco (tkotroco@gmail.com) <tkotroco@gmail.com>
Subject: Blue Ocean

Dear Sunny:

Thank you for your suggested dates for Blue Ocean. I am unavailable on:

Tuesday, October 30, 2018 - I have a case

Krysundra Cannington

From: Carroll Holzer <jcholzer38@gmail.com>
Sent: Thursday, September 13, 2018 12:35 PM
To: Krysundra Cannington
Cc: Timothy M. Kotroco (tkotroco@gmail.com)
Subject: Blue Ocean

Dear Sunny:

Thank you for your suggested dates for Blue Ocean. I am unavailable on:

Tuesday, October 30, 2018 - I have a case
Tuesday, November 13 and Wednesday, November 14, 2018 - I will be in Florida

I am available all January dates.

--
Very truly yours,

J. Carroll Holzer

Krysundra Cannington

From: Timothy M. Kotroco <tkotroco@gmail.com>
Sent: Thursday, September 13, 2018 12:07 PM
To: Krysundra Cannington
Cc: J. Holzer
Subject: Re: Blue Ocean Seoul Plaza, LLC Case No. 18-161-SPH

Sunny,

We are available all of those dates that you listed except for November 13th, 2018.

Thank you.

Tim K.
Timothy M. Kotroco, Esquire
305 Washington Ave., Suite 502
Towson, Maryland 21204
410-299-2943

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From: Krysundra "Sunny" Cannington <kcannington@baltimorecountymd.gov>
Date: Thursday, September 13, 2018 at 11:19 AM
To: Timothy Kotroco <tkotroco@gmail.com>
Cc: "J. Holzer" <jcholzer38@gmail.com>
Subject: RE: Blue Ocean Seoul Plaza, LLC Case No. 18-161-SPH

Good morning Tim,

We are not scheduled for hearing on this matter on October 1, 2018. It was my understanding that if we had not heard from anyone by October 1, 2018, we would send a status letter and determine how to proceed at that time.

As I indicated yesterday, we are scheduled through the end of December.

Currently, without checking with the Board, I can offer October 30, November 13, and November 14, January 8, 9, 10, 15, 16, 17, 22, 23, 24, 29, 30, 31. Please be advised that I cannot hold these dates.

Please let me know what works best for you as soon as possible.

Thank you,

Krysundra Cannington

From: Krysundra Cannington
Sent: Thursday, September 13, 2018 11:20 AM
To: 'Timothy M. Kotroco'
Cc: J. Holzer
Subject: RE: Blue Ocean Seoul Plaza, LLC Case No. 18-161-SPH

Good morning Tim,

We are not scheduled for hearing on this matter on October 1, 2018. It was my understanding that if we had not heard from anyone by October 1, 2018, we would send a status letter and determine how to proceed at that time.

As I indicated yesterday, we are scheduled through the end of December.

Currently, without checking with the Board, I can offer October 30, November 13, and November 14, January 8, 9, 10, 15, 16, 17, 22, 23, 24, 29, 30, 31. Please be advised that I cannot hold these dates.

Please let me know what works best for you as soon as possible.

Thank you,

Sunny

Krysundra "Sunny" Cannington
Administrator
Board of Appeals of Baltimore County
The Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, MD 21204
Phone: 410-887-3180
Fax: 410-887-3182

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From: Timothy M. Kotroco [mailto:tkotroco@gmail.com]
Sent: Thursday, September 13, 2018 10:12 AM
To: Krysundra Cannington <kcannington@baltimorecountymd.gov>
Cc: J. Holzer <jcholzer38@gmail.com>
Subject: Blue Ocean Seoul Plaza, LLC Case No. 18-161-SPH

Krysundra Cannington

From:	Timothy M. Kotroco <tkotroco@gmail.com>
Sent:	Thursday, September 13, 2018 10:12 AM
To:	Krysundra Cannington
Cc:	J. Holzer
Subject:	Blue Ocean Seoul Plaza, LLC Case No. 18-161-SPH
Attachments:	Blue Ocean Seoul- Board of Appeals Order.pdf

Sunny,

I stopped by to see you yesterday regarding the re-scheduling of this above referenced case. It was previously postponed by the Board. (See attached Board decision)

It appeared that the Board, on the first page of their decision stated that the case would be reset for hearing on October 1, 2018, although that language could be interpreted another way as it is not absolutely clear. Could you double check that we were not set for October 1st?

If not, could you circulate some dates for me and Carroll so that we can get this back on our schedules? Thank you for your assistance. I am copying Carroll with this email as he asked me to do at yesterday's hearing.

Kind Regards,

Tim K.
Timothy M. Kotroco, Esquire
305 Washington Ave., Suite 502
Towson, Maryland 21204
410-299-2943

This communication, including attachments, is confidential, may be subject to legal privileges, and is intended for the sole use of the addressee. Any use, duplication, disclosure or dissemination of this communication, other than by the addressee, is prohibited. If you have received this communication in error, please notify the sender immediately and delete or destroy this communication and all copies.

IN THE MATTER OF BLUE OCEAN SEOUL PLAZA, LLC PETITIONERS FOR SPECIAL HEARING ON THE PROPERTY LOCATED AT 6901 SECURITY BOULEVARD	*	BEFORE THE BOARD OF APPEALS OF
1ST ELECTION DISTRICT 1ST COUNCILMANIC DISTRICT	*	BALTIMORE COUNTY
	*	CASE NO. 18-161-SPH

* * * * * * * * * * *

ORDER

This matter comes to the Board of Appeals by way of an appeal filed by J. Carrol Holzer, Esquire on behalf of Shirley and Jeff Supik, Protestants and Appellants, from a final decision of the Administrative Law Judge dated February 21, 2018, in which the requested zoning relief was granted subject to conditions.

WHEREAS, the Board convened for hearing in this matter on June 28, 2018;

WHEREAS, Timothy Kotroco, Esquire appeared on behalf of Petitioners, Blue Ocean Seoul Plaza, LLC, and advised the Board that his client had just sold the property;

WHEREAS, it is up to the new owner to determine if they wish to move forward with this Petition for zoning relief but at the time of the hearing, Mr. Kotroco had not been retained by the new owners; and

WHEREAS, this Board decided to postpone this matter for 90 days (October 1, 2018) for the new owners to inform the Board and Protestants if, and how, they wish to proceed and to identify counsel for Petitioner, as necessary.

THEREFORE, IT IS ORDERED this 16th day of August, 2018 by the Board of Appeals of Baltimore County that the appeal taken in Case No. 18-161-SPH be and the same is hereby **POSTPONED**.

BOARD OF APPEALS
OF BALTIMORE COUNTY

Jason S. Garber, Chairman

Deborah C. Dopkin

Joseph L. Evans

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

August 16, 2018

J. Carroll Holzer, Esquire
J. Carroll Holzer, P.A.
508 Fairmount Avenue
Towson, Maryland 21286

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: In the Matter of: *Blue Ocean Seoul Plaza, LLC*
Case No.: 18-161-SPH

Dear Counsel:

Enclosed please find a copy of the Order issued this date by the Board of Appeals of Baltimore County in the above subject matter.

This Order is not a final decision of the Board of Appeals for Baltimore County and does not constitute an appealable event at this time. This matter will be held open on the Board's docket until such time as a final opinion can be issued.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,

Krysundra "Sunny" Cannington
Administrator

KLC/taz
Enclosure
Duplicate Original Cover Letter

c: Jonathan Ehrenfeld/Blue Ocean Seoul Plaza, LLC
Shirley and Jeff Supik
Howard Brown/Security Wards, LLC
Keith Penn-Jones
Office of People's Counsel
Lawrence M. Stahl, Managing Administrative Law Judge
Andrea Van Arsdale, Director/Department of Planning
Arnold Jablon, Deputy Administrative Officer, and Director/PAI
Nancy C. West, Assistant County Attorney/Office of Law
Michael E. Field, County Attorney/Office of Law

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
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Very truly yours,

Sunny Cannington Hag

Krysundra "Sunny" Cannington
Administrator

KLC/taz
Enclosure
Duplicate Original Cover Letter

c: Jonathan Ehrenfeld/Blue Ocean Seoul Plaza, LLC
Shirley and Jeff Supik
Howard Brown/Security Wards, LLC
Keith Penn-Jones
Office of People's Counsel
Lawrence M. Stahl, Managing Administrative Law Judge
Andrea Van Arsdale, Director/Department of Planning
Arnold Jablon, Deputy Administrative Officer, and Director/PAI
Nancy C. West, Assistant County Attorney/Office of Law
Michael E. Field, County Attorney/Office of Law

Krysundra Cannington

From: Krysundra Cannington
Sent: Wednesday, July 25, 2018 12:10 PM
To: 'Carroll Holzer'
Subject: RE: Min of Deliberation

Sterling,

We didn't hold the hearing that day, nor did we deliberate. Mr. Kotroco advised the Board when they convened for the hearing that his client had sold the property and moved for a continuance to allow the new owners time to decide what to do with the petition. This matter is presently on hold.

Sunny

Krysundra "Sunny" Cannington
Administrator
Board of Appeals of Baltimore County
410-887-3180

Confidentiality Statement

This electronic mail transmission contains confidential information belonging to the sender which is legally privileged and confidential. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking of any action based on the contents of this electronic mail transmission is strictly prohibited. If you have received this electronic mail transmission in error, please immediately notify the sender.

From: Carroll Holzer [mailto:jcholzer38@gmail.com]
Sent: Wednesday, July 25, 2018 11:50 AM
To: Krysundra Cannington <kcannington@baltimorecountymd.gov>
Subject: Min of Deliberation

Sunny
I have been looking for the Minutes of Deliberation in Case No. 2018-0161-SPH which the Board heard on June 28, 2018. But I don't see them on your website. If the minutes have been prepared, could you e-mail them to me? Mr. Holzer is away on vacation and I am trying to answer some questions.

--
Thanks a bunch,

Sterling

Krysundra Cannington

From: Carroll Holzer <jcholzer38@gmail.com>
Sent: Wednesday, July 25, 2018 11:50 AM
To: Krysundra Cannington
Subject: Min of Deliberation

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--
Thanks a bunch,

Sterling

IN THE MATTER OF:	*	BEFORE THE
BLUE OCEAN SEOUL PLAZA, LLC 6901 SECURITY BOULEVARD	*	BOARD OF APPEALS
	*	FOR
1st ELECTION DISTRICT 1st COUNCILMANIC DISTRICT	*	BALTIMORE COUNTY
	•	Case No. 2018-0161-SPH

RECEIVED
JUN 11 2018
BALTIMORE COUNTY
BOARD OF APPEALS

* * * * * * * * * * * * * * *

MOTION TO DISMISS APPEAL AND TO DENY THE APPEARANCE OF A CITIZEN DUE TO LACK OF STANDING

The Petitioner/Appellee, Blue Ocean Seoul Plaza, LLC, by and through their undersigned Counsel, requests this Board of Appeals to deny and/or dismiss the entrance of Howard Brown, individual and Security Wards, LLC into this case and to dismiss the Appeal of Jeff and Shirley Supik, and for reasons in support thereof, states the following:

1. The original hearing of this matter was heard before the Honorable John E. Beverungen, Administrative Law Judge on the 16th day of February, 2018 at 10am. Judge Beverungen approved the Petitioner's Special Hearing request by Order dated the 21st day of February, 2018. (Copy attached hereto) The only citizens/persons to appear and participate at the original hearing before Judge Beverungen were Shirley and Jeff Supik. The Supiks were unrepresented at the hearing before Judge Beverungen.

2. Mr. Howard Brown failed to appear at the case below. Security Wards, LLC who was not represented by any attorney or any member of that LLC, also failed to appear at the hearing before Judge Beverungen. Having failed to appear at the original hearing below; having failed to exhaust their administrative remedies and having failed to file an appeal of the decision of Judge Beverungen, Howard Brown and Security Wards,

LLC have waived their right to become "parties" in this case as they have failed to exhaust their administrative remedies and therefore lack standing to now participate as parties in the appeal of this matter before the Board of Appeals.

3. Attorney J. Carroll Holzer did not appear at the original case before Judge Beverungen and failed to enter his appearance on behalf of any party in the original case.

4. On March 22, 2018 Shirley and Jeff Supik, who list their residence at 3525 North Rolling Road, Rockdale, Maryland 21244 filed an appeal of Judge Beverungen's decision. The Notice of Appeal was filed by J. Carroll Holzer, as legal counsel for Jeff and Shirley Supik, individuals only. It is important to note that no appeal was noted on behalf of the Liberty Road Community Council, Inc. The only parties to the appeal are Jeff and Shirley Supik in their individual capacity. (See Notice of Appeal attached hereto)

5. The Supik's list their residential address at 3525 North Rolling Road which is located more than three (3) miles away from the subject property! (See attached scaled map showing distance) Maryland Courts have discussed that in order for a citizen to have *prima facia* standing in land use matters, that citizen must live within 1000 feet from the subject property. The Supiks live more than 15,600 feet from the subject property or almost 16 times the standard established by the Courts. The Supiks own no property near or adjacent to the subject property. Finally, the Supiks are not particularly impacted any differently than any other member of the public at large and therefore are not specially aggrieved. *See Bryniarski v. Montgomery County*, 247 Md. 137, (1967).

6. Therefore, for the foregoing reasons and based upon the documentation attached hereto, it is respectfully requested that the Appeal filed in this matter be

dismissed due to the lack of standing of the Appellants Jeff and Shirley Supik. It is further requested that any attempt by Howard Brown and Security Wards, LLC to become involved as "parties" in this matter at this late stage of these proceedings be denied.

Respectfully Submitted,

Timothy Kotroco

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204
410-299-2943

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 11th day June, 2018 a copy of the foregoing Motion was mailed first class, postage prepaid to J. Carroll Holzer, Esquire 508 Fairmount Avenue, Towson, Maryland 21286 and the Office of People's Counsel for Baltimore County.

Timothy Kotroco

Timothy M. Kotroco, Esquire

IN THE MATTER OF:	*	BEFORE THE
BLUE OCEAN SEOUL PLAZA, LLC 6901 SECURITY BOULEVARD	*	BOARD OF APPEALS
	*	FOR
1st ELECTION DISTRICT 1st COUNCILMANIC DISTRICT	*	BALTIMORE COUNTY
	•	Case No. 2018-0161-SPH

* * * * * * * * * * * * *

ORDER

Upon consideration of the Motion filed by Counsel for the Petitioner/Appellee, it is this _____ day of _____, 2018 by the Board of Appeals for Baltimore County;

ORDERED, that due to the lack of standing of the Appellants, Jeff and Shirley Supik, the Motion to Dismiss is hereby Granted and the Appeal filed in this case be and is hereby dismissed, and

IT IS FURTHER ORDERED, that the attempt by Howard Brown and Security Wards, LLC to insert themselves into these proceedings at this time is denied due to a failure to exhaust administrative remedies, failure to participate in the proceedings before the ALJ and for lack of standing.

_____
Judge

_____
Judge

_____
Judge

LAW OFFICE OF J. CARROLL HOLZER, P.A.

508 Fairmount Avenue
Towson, Maryland 21286

410-825-6961 410-825-4923 (Fax)

E-mail: jcholzer38@gmail.com

RECEIVED
MAY 15 2018
BALTIMORE COUNTY
BOARD OF APPEALS

May 15, 2018
#8137

Chairman
Board of Appeals
for Baltimore County
105 West Chesapeake Avenue
Suite 203
Towson, Maryland 21204

RE: Board of Appeals for Baltimore County
Case No.: CBA-18-161-SPH
Currently Assigned for: June 28, 2018, at 10:00 a.m.
6901 Security Boulevard
Baltimore, Maryland 21201

1st Election District
1st Councilmanic District

Dear Chairman:

Please enter the appearance of J. Carroll Holzer, Esquire, 508 Fairmount Avenue, Towson, Maryland 21286, on behalf of Security Wards, LLC, by Howard Brown, 100 Painters Mill Road, Suite 900, Owings Mills, Maryland 21117.

Security Wards, LLC is the owner of property adjacent to Security Square, LLC and has an interest in this matter before the Board.

Respectfully submitted,

J. Carroll Holzer

JCH:mlg

cc: Timothy M. Kotroco, Esquire
Peter Max Zimmerman, Esquire

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that on this 15th day of May, 2018, a copy of the attached letter was sent, postage pre-paid to the following:

Timothy M. Kotroco, Esquire
305 Washington Avenue
Suite 502
Towson, Maryland 21204

Peter Max Zimmerman, Esquire
People's Counsel for
Baltimore County
Jefferson Building
105 West Chesapeake Avenue
Room 204
Towson, Maryland 21204

J. CARROLL HOLZER, Esquire

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

April 11, 2018

Timothy Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204

J. Carroll Holzer, Esquire
508 Fairmount Avenue
Towson, Maryland 21286

Re: In the Matter of: Blue Ocean Seoul Plaza, LLC
Case No: 18-161-SPH

Dear Counsel:

Please be advised I have just been informed of a scheduling conflict in which we do not have a panel of three Board members available for the hearing scheduled on June 26, 2018. Therefore, enclosed, please find a Notice of Postponement and Reassignment.

Thank you for your attention to this matter. Should you have any questions, please do not hesitate to contact this office.

Very truly yours,

Sunny Cannington

Krysundra "Sunny" Cannington
Administrator

Enclosure: Notice of Postponement and Reassignment

Duplicate Original

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

April 11, 2018

NOTICE OF POSTPONEMENT AND REASSIGNMENT

IN THE MATTER OF: Blue Ocean Seoul Plaza, LLC
6901 Security Blvd.
18-161-SPH 1st Election District; 1st Councilmanic District

Re: Petition for Special Hearing pursuant to § 500.7 of the BCZR as follows:
1) To amend the previous order and site plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record;
2) To confirm a refinement to the 4th Refined CRG Plan for Security Square Shopping Center; and
3) To confirm that Parcel B, Lots 1 and 4 are separate and distinct lots of record separate and apart from the Security Square Mall

2/21/18 Opinion and Order of the Administrative Law Judge wherein the Petition for Special Hearing was GRANTED, subject to conditions.

This matter was scheduled for hearing on June 26, 2018 and has been postponed at the request of the Board of Appeals. This matter has been

REASSIGNED FOR: JUNE 28, 2018, AT 10:00 A.M.

LOCATION: Hearing Room #2, Second Floor, Suite 206
Jefferson Building, 105 W. Chesapeake Avenue, Towson

NOTICE:

- This appeal is an evidentiary hearing. Parties should consider the advisability of retaining an attorney.
- Please refer to the Board's Rules of Practice & Procedure, Appendix B, Baltimore County Code.
- No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).
- If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.
- Parties must file one (1) original and three (3) copies of all Motions, Memoranda, and exhibits (including video and PowerPoint) with the Board unless otherwise requested.
- Projection equipment for digital exhibits is available by request. A minimum of forty-eight (48) hours-notice is required. Supply is limited and not guaranteed.

For further information, including our inclement weather policy, please visit our website www.baltimorecountymd.gov/Agencies/appeals/index.html

Krysundra "Sunny" Cannington
Administrator

c: Counsel for Petitioner : Timothy Kotroco, Esquire
Petitioner : Blue Ocean Seoul Plaza, LLC

Counsel for Protestant : J. Carroll Holzer, Esquire
Protestants : Shirley and Jeffrey Supik

Richard Matz, P.E./Colbert Matz Rosenfelt, Inc.
Keith Penn-Jones

Andrea Van Arsdale, Director/Department of Planning
Arnold Jablon, Director/PAI
Lawrence M. Stahl, Managing Administrative Law Judge
Michael Field, County Attorney, Office of Law
Nancy West, Assistant County Attorney
Office of People's Counsel

Board of Appeals of Baltimore County

JEFFERSON BUILDING
SECOND FLOOR, SUITE 203
105 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND, 21204
410-887-3180
FAX: 410-887-3182

April 2, 2018

NOTICE OF ASSIGNMENT

IN THE MATTER OF: Blue Ocean Seoul Plaza, LLC
6901 Security Blvd.
18-161-SPH 1st Election District; 1st Councilmanic District

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2/21/18 Opinion and Order of the Administrative Law Judge wherein the Petition for Special Hearing was GRANTED, subject to conditions.

ASSIGNED FOR: JUNE 26, 2018, AT 10:00 A.M.

LOCATION: Hearing Room #2, Second Floor, Suite 206
Jefferson Building, 105 W. Chesapeake Avenue, Towson

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Krysundra "Sunny" Cannington
Administrator

c: Counsel for Petitioner : Timothy Kotroco, Esquire
Petitioner : Blue Ocean Seoul Plaza, LLC

Counsel for Protestant : J. Carroll Holzer, Esquire
Protestants : Shirley and Jeffrey Supik

Richard Matz, P.E./Colbert Matz Rosenfelt, Inc.
Keith Penn-Jones

Andrea Van Arsdale, Director/Department of Planning
Arnold Jablon, Director/PAI
Lawrence M. Stahl, Managing Administrative Law Judge
Michael Field, County Attorney, Office of Law
Nancy West, Assistant County Attorney
Office of People's Counsel

KEVIN KAMENETZ
County Executive

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

March 22, 2018

RECEIVED
MAR 22 2018
BALTIMORE COUNTY
BOARD OF APPEALS

Timothy M. Kotroco, Esq.
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: **APPEAL TO BOARD OF APPEALS**
Petition for Special Hearing - Case No. 2018-0161-SPH
Property: 6901 Security Boulevard

Dear Mr. Kotroco:

Please be advised that an appeal of the above-referenced case was filed in this Office on March 22, 2018. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals ("Board").

If you are the person or party taking the appeal, you should notify other similarly interested parties or persons known to you of the appeal. If you are an attorney of record, it is your responsibility to notify your client.

If you have any questions concerning this matter, please do not hesitate to contact the Board at 410-887-3180.

Sincerely,

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:dlw

c: Baltimore County Board of Appeals
People's Counsel
J. Carroll Holzer, Esq., J. Carroll Holzer, P.A., 508 Fairmount Avenue, Towson, MD 21286
Jeff and Shirley Supik, 3525 N. Rolling Road, Baltimore, MD 21244

KEVIN KAMENETZ
County Executive

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

March 22, 2018

RECEIVED
MAR 22 2018
BALTIMORE COUNTY
BOARD OF APPEALS

Timothy M. Kotroco, Esq.
305 Washington Avenue, Suite 502
Towson, Maryland 21204

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Sincerely,

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:dlw

c: Baltimore County Board of Appeals
People's Counsel
J. Carroll Holzer, Esq., J. Carroll Holzer, P.A., 508 Fairmount Avenue, Towson, MD 21286
Jeff and Shirley Supik, 3525 N. Rolling Road, Baltimore, MD 21244

APPEAL

Petition for Special Hearing
(6901 Security Boulevard)
1st Election District – 1st Councilmanic District
Legal Owner: Blue Ocean Seoul Plaza, LLC
Case No. 2018-0161-SPH

Petition for Special Hearing (December 13, 2017)

Zoning Description of Property

Certificate of Posting –January 27, 2018 (Linda O'Keefe)

Newspaper Advertisement – January 25, 2018 – The Jeffersonian

Notice of Zoning Hearing – January 5, 2018

People's Counsel Entry of Appearance – December 19, 2017

Zoning Advisory Committee Comments

Petitioner's Sign-in Sheets – 1 Sheet

Citizen's Sign-in Sheets- 1 Sheet

Petitioner(s) Exhibits –

1. Original Site Plan
2. Highlighted Site Plan
3. Aerial Photo (GIS) Mall Property
4. Various Photos of Mall Property
5. Previous Zoning Order 1988-0200-A
6. 4th Amended CRG Plan
7. Aerial Photo

RECEIVED
MAR 22 2018
BALTIMORE COUNTY
BOARD OF APPEALS

Protestants' Exhibits – None

Miscellaneous (Not Marked as Exhibits)

Administrative Law Judge Order and Letter (GRANTED with Conditions – February 21, 2018)

Appeal Notice, Letter & Receipt – from J. Carroll Holzer, Esq. on behalf of Shirley & Jeff Supik on March 22, 2018

APPEAL

Petition for Special Hearing
(6901 Security Boulevard)
1st Election District – 1st Councilmanic District
Legal Owner: Blue Ocean Seoul Plaza, LLC
Case No. 2018-0161-SPH

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7. Aerial Photo

Protestants' Exhibits – None

Miscellaneous (Not Marked as Exhibits)

Administrative Law Judge Order and Letter (GRANTED with Conditions – February 21, 2018)

Appeal Notice, Letter & Receipt – from J. Carroll Holzer, Esq. on behalf of Shirley & Jeff Supik on March 22, 2018

IN RE:	**PETITION FOR SPECIAL HEARING (6901 Security Boulevard)**	*	BEFORE THE
		*	OFFICE OF
	1st Election District 1st Councilmanic District	*	ADMINISTRATIVE
	Blue Ocean Seoul Plaza, LLC, *Legal Owner*	*	HEARINGS
		*	
	Petitioner		
		*	Case No.: 2018-0161-SPH

* * * * * * * * * * * * * *

NOTICE OF APPEAL TO COUNTY BOARD OF APPEALS

Shirley and Jeff Supik, 3525 North Rolling Road, Rockdale, Maryland 21244, Appellants by their attorney, ***J. Carroll Holzer, Esquire***, being aggrieved by the Decision of Administrative Law Judge's Opinion and Order in Case No.: 2018-0161-SPH, in the above-captioned matter dated February 21, 2018, and attached hereto.

Filed concurrently with this Appeal is Appellants' check made payable to Baltimore County to cover the costs of Appeal.

Respectfully submitted,

RECEIVED
MAR 22 2018
OFFICE OF
ADMINISTRATIVE HEARINGS

J. CARROLL HOLZER, Esquire
J. CARROLL HOLZER, P.A.
508 Fairmount Avenue
Towson, Maryland 21286
410-825-6961
jcholzer38@gmail.com
Attorney for Appellants

LAW OFFICE
HOLZER AND LEE
THE 508 BUILDING
508 FAIRMOUNT AVENUE
TOWSON, MARYLAND
21286

(410) 825-6961
FAX: (410) 825-4923

IN RE:	**PETITION FOR SPECIAL HEARING (6901 Security Boulevard)**	*	BEFORE THE
		*	OFFICE OF
	1st Election District 1st Councilmanic District	*	ADMINISTRATIVE
	Blue Ocean Seoul Plaza, LLC, *Legal Owner*	*	HEARINGS
		*	
	Petitioner		
		*	Case No.: 2018-0161-SPH

* * * * * * * * * * * * * *

NOTICE OF APPEAL TO COUNTY BOARD OF APPEALS

Shirley and Jeff Supik, 3525 North Rolling Road, Rockdale, Maryland 21244, Appellants by their attorney, ***J. Carroll Holzer, Esquire***, being aggrieved by the Decision of Administrative Law Judge's Opinion and Order in Case No.: 2018-0161-SPH, in the above-captioned matter dated February 21, 2018, and attached hereto.

Filed concurrently with this Appeal is Appellants' check made payable to Baltimore County to cover the costs of Appeal.

Respectfully submitted,

RECEIVED
MAR 22 2018
OFFICE OF
ADMINISTRATIVE HEARINGS

RECEIVED
MAR 22 2018
BALTIMORE COUNTY
BOARD OF APPEALS

J. CARROLL HOLZER, Esquire
J. CARROLL HOLZER, P.A.
508 Fairmount Avenue
Towson, Maryland 21286
410-825-6961
jcholzer38@gmail.com
Attorney for Appellants

LAW OFFICE
HOLZER AND LEE
THE 508 BUILDING
508 FAIRMOUNT AVENUE
TOWSON, MARYLAND
21286
(410) 825-6961
FAX: (410) 825-4923

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 22nd day of March, 2018, a copy of the foregoing Notice of Appeal was mailed, postage, pre-paid to:

Timothy M. Kotroco, Esquire
305 Washington Avenue
Suite 502
Towson, Maryland 21204
Attorney for the Developer

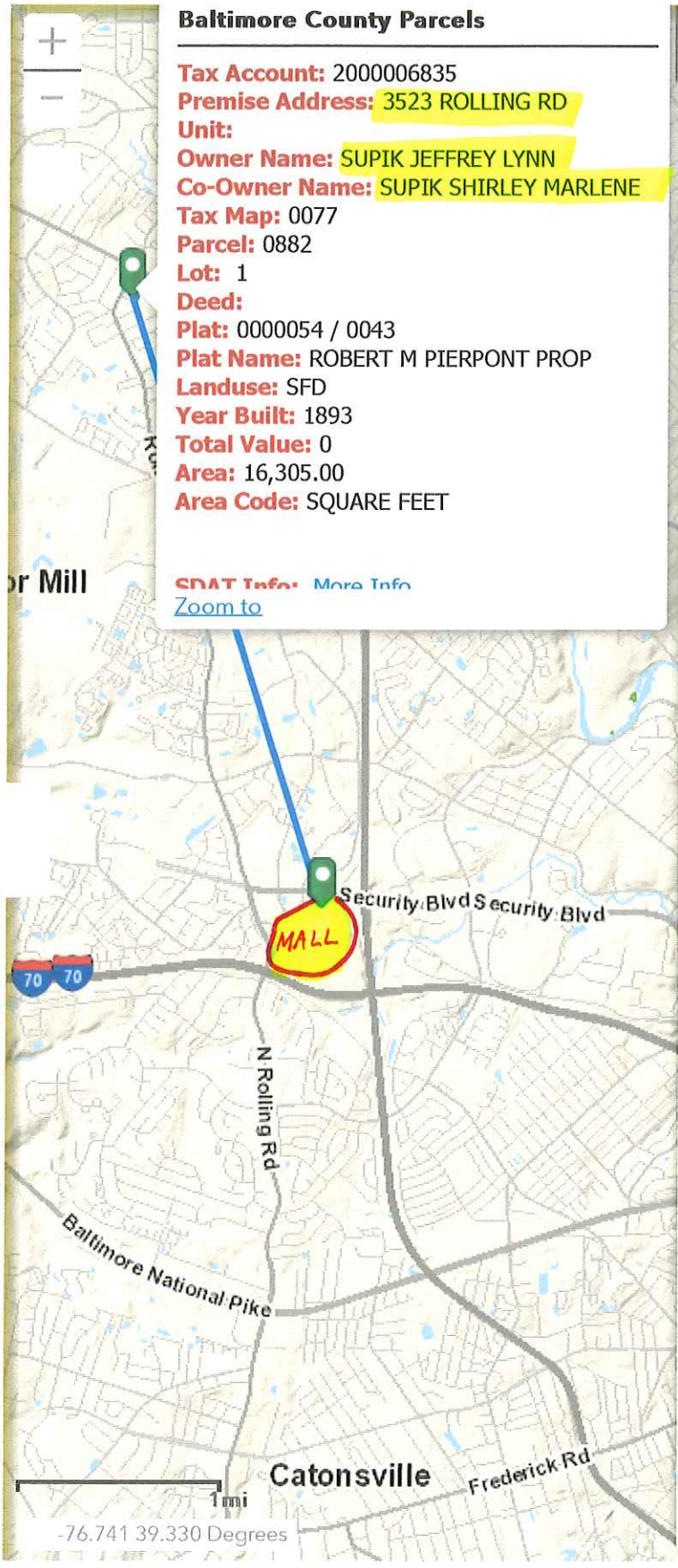
County Board of Appeals
Jefferson Building
105 West Chesapeake Avenue
Second Floor, Suite 203
Towson, Maryland 21204

J. Carroll Holzer

J. CARROLL HOLZER, Esquire

C:\My Docs\Notices 2018\Supik – Notice of Appeal to CBA - 3/22/18

Baltimore County - My Neighborhood



Baltimore County Parcels

Tax Account: 2000006835
Premise Address: 3523 ROLLING RD
Unit:
Owner Name: SUPIK JEFFREY LYNN
Co-Owner Name: SUPIK SHIRLEY MARLENE
Tax Map: 0077
Parcel: 0882
Lot: 1
Deed:
Plat: 0000054 / 0043
Plat Name: ROBERT M PIERPONT PROP
Landuse: SFD
Year Built: 1893
Total Value: 0
Area: 16,305.00
Area Code: SQUARE FEET

SDAT Info: More Info
Zoom to

Measurement

Miles

Measurement Result

3.08 Miles

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

№ 143374

Date: 3-22-18

Fund	Dept	Unit	Sub Unit	Rev Source/ Obj	Sub Rev/ Sub Obj	Dept Obj	BS Acct	Amount
001	806	0000		6150				265.00

Total: 265.00

Rec From: J. Carroll Holzer, P.A.

For: Appeal
Case No. 2018-0161-SPH
6901 Security Blvd.
Hearing - 3-16-18

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

PAID RECEIPT
[illegible]
RECEIPT # 143374 3/22/2018
Dept 806 ZONING VERIFICATION
DR 01, 03/22/18
Recpt Tot $265.00
$265.00 CH $0.00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

IN RE: **PETITION FOR SPECIAL HEARING**	*	BEFORE THE
(6901 Security Blvd.)		
1st Election District	*	OFFICE OF
1st Council District		
Blue Ocean Seoul Plaza, LLC	*	ADMINISTRATIVE HEARINGS
Legal Owner		
Petitioner	*	FOR BALTIMORE COUNTY
	*	**Case No. 2018-0161-SPH**

* * * * * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for consideration of a Petition for Special Hearing filed on behalf of Blue Ocean Seoul Plaza, LLC, legal owner ("Petitioner"). The Special Hearing was filed pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R.") as follows: (1) to amend the previous order and site plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; (2) to confirm a refinement to the 4th Refined CRG Plan for Security Square Shopping Center; and (3) to confirm that Parcel B, Lots 1 and 4 are separate and distinct lots of record separate and apart from the Security Square Mall.

Jonathan Ehrenfeld and professional engineer Richard Matz appeared in support of the petition. Timothy M. Kotroco, Esq. represented Petitioner. Shirley & Jeff Supick, of the Liberty Road Community Association, attended the hearing and opposed the request. The Petition was advertised and posted as required by the Baltimore County Zoning Regulations. A substantive Zoning Advisory Committee (ZAC) comment was received from the Department of Planning ("DOP"). A site plan was marked and admitted as Petitioner's Exhibit 2.

The subject property is approximately 12 acres in size and split-zoned BM-CT. The site is situated within the confines of the Security Square Mall which, to put it mildly, has seen better

days. Petitioner owns the lot in question which contains the former J.C. Penney department store and a separate building housing a Geico auto claim service center. Geico leases the property from the Petitioner but would like to purchase the building and site, which requires it first to be subdivided from the overall parcel. As proposed and shown on the site plan (Petitioner's Ex. 6), the former J.C. Penney parcel would be approximately 10 acres in size, and the Geico parcel would be 2.04 acres +/-.

The Security Square Mall was constructed over 40 years ago, and was approved as a CRG (County Review Group) plan. The special hearing in this case seeks approval of a 5th Refined CRG Plan, which was marked and admitted as Petitioner's Ex. 6. As discussed at the hearing, no new development or construction of any kind is proposed at this time. The only request is to subdivide the 12 acre parcel owned by Petitioner into two lots.

For a period of ten years (1982–1992) there was a development process in Baltimore County known as the CRG, which considered development proposals at a public "meeting," and County staff conducted a technical review of the proposed project. The CRG process was not an adversarial or quasi-judicial proceeding, and a decision on the development proposal was rendered before the CRG meeting would adjourn.

In or about 1992, the Baltimore County Council enacted new development regulations, which required for the first time a Community Input Meeting (CIM) and Hearing Officer's Hearing (HOH) prior to development approval. Baltimore County Code (B.C.C.), § 26-201 et. seq. (1988 Edition). Under these regulations, the development proposal (known as a "Development Plan") is considered at a public hearing which is described as an adversarial or "quasi-judicial" proceeding. Leaving aside the various amendments and changes that have occurred in the ensuing 20+ years, this is the process in use today, and it is often referred to as the "Development Process." As noted

by the Court of Special Appeals in *Beth Tfiloh v. Glyndon*, 152 Md. App. 97, 111 (2003), "it is generally accepted that the current Development Process is more onerous than the earlier CRG process or the JSPC process."

In light of the above, I believe Petitioner is entitled to subdivide its lot and show the change as a refinement to the Security Square Shopping Center CRG Plan. Petitioner will need to seek development approval for this change through the County's DRC (Development Review Committee) process, which does not require a public hearing. The order in this case merely reflects that there is no impediment to doing so under the B.C.Z.R. I am mindful of the concerns expressed by the Supiks, and agree that the creation of an additional lot will only add another owner to the roster of entities that own/control various portions of the Mall site. But I cannot withhold approval in this case in an effort to force the owners to come together and rehabilitate this moribund site. Mr. Ehrenfeld indicated he would be willing to meet with the other owners to discuss potential solutions, and I hope that the owners can come together in good faith to improve conditions at the site.

THEREFORE, IT IS ORDERED this **21st** day of **February, 2018,** by this Administrative Law Judge, that the Petition for Special Hearing as follows: (1) to amend the previous order and site plan in Case No. 1988-0200-A to allow the existing Geico automobile service center/garage to be subdivided and exist on a separate lot of record; and (2) to confirm a refinement to the 4th Refined CRG Plan for the Security Square Shopping Center, be and is hereby GRANTED.

The relief granted herein shall be subject to the following:

1. Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioner is hereby made aware that proceeding at this time is at its own risk until 30 days from the date hereof, during which time an appeal can be filed by any party. If for whatever reason this Order is reversed, Petitioner would be required to return the subject property to its original condition

2. Petitioner must within 30 days of the date hereof remove from both the former JC Penney building and the Geico property all illegal signs or banners.

3. Storage of damaged or disabled motor vehicles on the Geico property must be in compliance with B.C.Z.R. §405A.

4. All dumpster enclosures on the property must satisfy the requirements of Condition H as set forth in the Baltimore County Landscape Manual.

5. Petitioner must remove within 30 days of the date hereof all trash, debris and discarded tires on the subject property and/or its periphery.

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

Signed
JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB: sln

RE:	PETITION FOR SPECIAL HEARING 6901 Security Boulevard; N/S of interstate 70 (West Bound) @ corner of E/S N. Rolling Road* 1st Election & 1st Councilmanic Districts Legal Owner(s): Blue Ocean Seoul Plaza, LLC* By Jonathan Ehrenfeld	*	BEFORE THE OFFICE OF ADMINSTRATIVE HEARINGS FOR
	Petitioner(s)	*	BALTIMORE COUNTY
		*	2018-161-SPH

* * * * * * * * * * * * *

ENTRY OF APPEARANCE

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent and all documentation filed in the case.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S Demilio

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

RECEIVED
DEC 19 2017

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of December, 2017, a copy of the foregoing Entry of Appearance was mailed to Richard Matz, P.E., 2835 Smith Avenue, Suite G, Baltimore, Maryland 21209 and Timothy Kotroco, Esquire, 305 Washington Avenue, Suite 502, Towson, Maryland 21204, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Petitioner
CBA Exhibit

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 6901 Security Boulevard **which is presently zoned** B.M.C.T.

Deed References: 40437/0165 10 Digit Tax Account # 1600010179

Property Owner(s) Printed Name(s) SET THE CAPTIVES FREE OUTREACH CENTER., INC.

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

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

1. X **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. ____ **a Variance** from Section(s)

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)**

TO BE PRESENTED AT THE HEARING

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above 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

Legal Owners (Petitioners):

Set The Captives Free Outreach Center, Inc., By:
Name #1 – Type or Print Name #2 – Type or Print

Signature #1 Signature # 2

7111 Windsor Blvd Windsor Mill MD
Mailing Address City State

21244 / 410-978-8183 /kpennjones@stcfoc.org
Zip Code Telephone # Email Address

Attorney for Petitioner:

Timothy M. Kotroco, Esq.
Name- Type or Print

Signature

305 Washington Ave, Ste 502 Towson, Md
Mailing Address City State

21204 / 410-299-2943 /Tkotroco@gmail.com
Zip Code Telephone # Email Address

Representative to be contacted:

Same as Attorney for Petitioner
Name – Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

CASE NUMBER_____ **Filing Date** __/__/____ **Do Not Schedule Dates:** _____ **Reviewer**____

REV. 10/4/11

ATTACHMENT TO SPECIAL HEARING PETITION

1. Special Hearing pursuant to Section 500.7 of the BCZR to amend the previous Zoning Order and Site Plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; and

2. To confirm a refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center; and

~~3. To confirm that parcel B, lots one (1) and four (4) are separate and distinct lots of record separate and apart from the Security Square Mall.~~

3. For such other and further relief as the nature of this cause may require

Colbert Matz Rosenfelt

Civil Engineers • Surveyors • Planners

RESUME

PROFESSIONAL BACKGROUND AND EXPERIENCE

Petitioner
CBA Exhibit
2

RICHARD E. MATZ
Vice President
Colbert Matz Rosenfelt

PROFESSIONAL STATUS: Professional Engineer, Maryland, PE No. 13203

PROFESSIONAL ASSOCIATION: Life Member – American Society of Civil Engineers
Member - Baltimore County Engineering Association

EDUCATION: University of Colorado
Boulder, Colorado
B.S. in Civil and Environmental Engineering - 1973

PROFESSIONAL EXPERIENCE:

12/92 – Present — Colbert Matz Rosenfelt
Consulting Engineers, Planners & Surveyors
Baltimore, Maryland

Vice president and Project Manager of industrial, institutional and residential land development projects. In charge of managing projects on a day-to-day basis and processing plans through the Development Process. Has experience in hundreds of land development projects. Numerous expert testimonies in zoning and civil engineering engagements.

11/86 - 4/91 — Harris, Smariga, Matz, Inc.
Consulting Engineers & Surveyors
Baltimore, Maryland

President of mid-sized Civil Engineering, Land Planning and Surveying Company specializing in Baltimore County Land Development and Public Works engineering. Responsible for all facets of business including client development, proposals, planning, office management, scheduling, quality control, personnel, engineering review and sealing of land development drawings.

1984 - 1986 — Kidde Consultants, Inc. (Now KCI Technologies, Inc.)
Consulting Engineers and Surveyors
Baltimore, Maryland
Senior Associate, Project Manager

Urban Planning & Development Division
Project Manager for residential, commercial and industrial projects.

1981 - 1984 Kidde Consultants, Inc. (KCI Technologies)
Associate

Special Projects Division
Specialized in the environmental and solid waste related fields. Involved in every aspect of large resource recovery and landfill projects. Prepared CPM planning and construction schedules, procurement contracts, specifications, site drawings, projects included in the Delaware Reclamation project in Wilmington, the Sussex County landfill in Delaware, Harford County Resource Recovery Facility at Aberdeen Proving Ground, the Main Energy Recovery Company Plan in Saco-Biddeford, Maine.

1980 - 1981 Kidde Consultants, Inc. (KCI Technologies)
Design Engineer

Land Development Division
Prepared construction drawings, cost estimates, stormwater management plans.

1/78 - 11/79 Israel Defence Forces
Non-Commissioned Officer - Transport Logistics - Quartermaster Corps.

7/74 - 1/78 Goldberger & Pressburger
Consulting Engineers
Beer Sheva, Israel

Design and supervisory work in small multi-service civil engineering company; including design of roads, water supply and irrigation, pumping stations, sewerage and sewage treatment. Work also included earthwork calculations, surveying, development planning, plumbing design in buildings, specification preparation and client contact.

Summer 1973 MCA Engineering Corporation
(Now KCI Technologies)
Baltimore, Maryland

Design - sanitary sewerage, roads, reports and specifications.

Summer 1972 MCA Engineering Corporation
(Now KCI Technologies)
Bridge Construction

Construction Supervision and Land Surveying.

MARYLAND.GOV Rel 8.6.17 24/7 Support More Online Services Maryland.gov SECURED

MARYLAND BUSINESSEXPRESS

Want to PLAN, START, MANAGE or GROW your business Click HERE

Maryland Business Express

Notice

Scheduled Maintenance

Online filing of your **Business Annual Report/Personal Property Tax Returns will not be available** starting on December 30th, 2018, through Friday, January 4th, 2019, due to routine maintenance. Any Filings started, but not completed, prior to December 30th will not be able to be completed, and will be removed from your account. If you started a return, either for 2018 or previous tax year, but did not submit before December 30th, you will need to wait until after January 4, 2019, to create and submit your prior year returns online. We apologize for any inconvenience.

SET THE CAPTIVES FREE OUTREACH CENTER, INC.: D05825922

General Information | Filing History | Annual Report/Personal Property

General Information

Department ID Number: D05825922

Business Name: SET THE CAPTIVES FREE OUTREACH CENTER, INC.

Principal Office: 3121 CRESSON AVENUE
BALTIMORE MD 21244

Resident Agent: KAREN S. BETHEA
3121 CRESSON AVENUE
BALTIMORE MD 21244

Status: INCORPORATED

Good Standing: THIS BUSINESS IS IN GOOD STANDING
» Order Certificate of Status

Business Type: CORPORATION

Business Code: 16 RELIGIOUS ESTABLISHMENT

Date of Formation/ Registration: 05/11/2000

State of Formation: MD

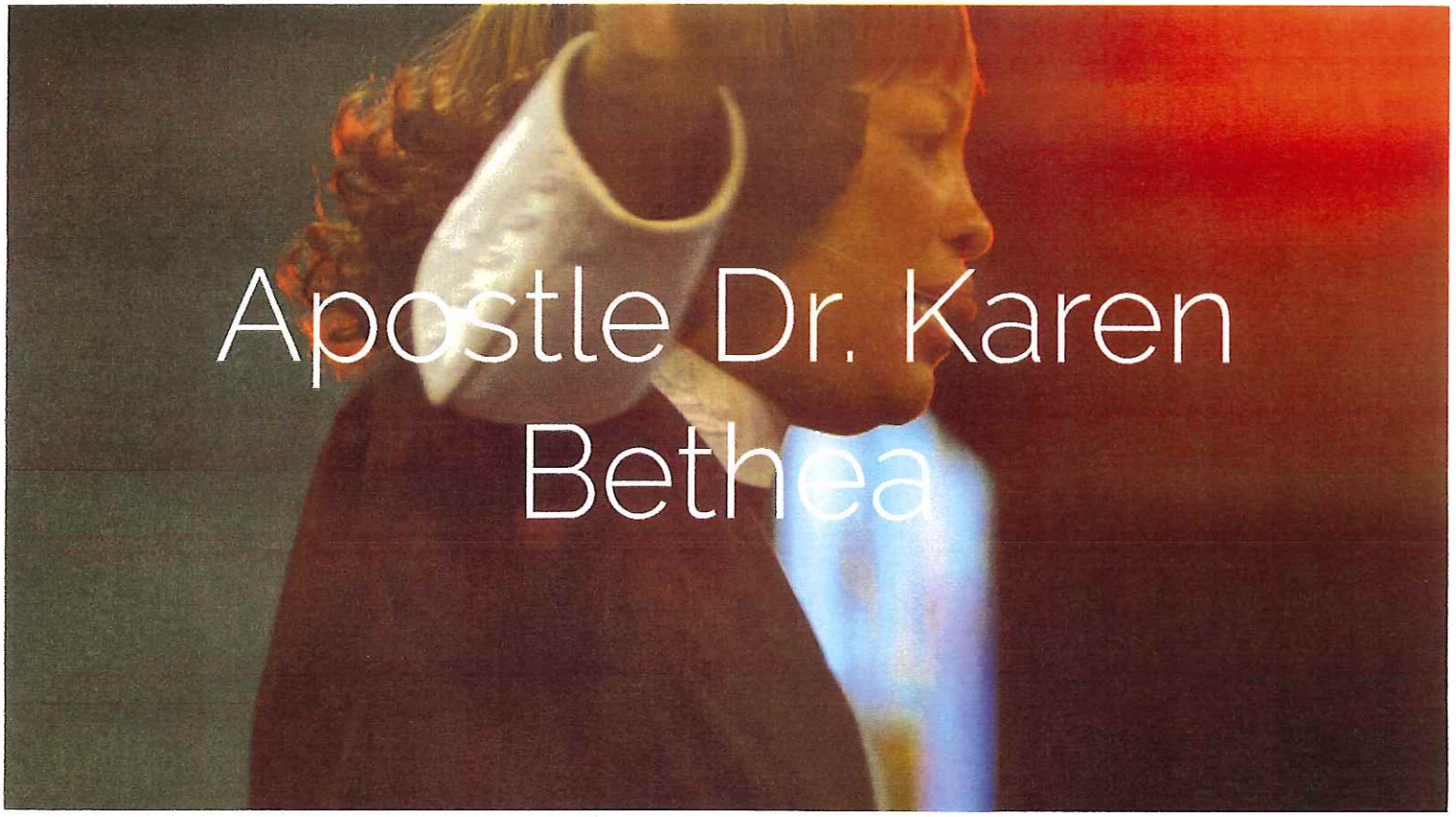
Stock Status: NONSTOCK

Close Status: NO

Petitioner
CBA Exhibit
3

New Search Order Documents

Set The Captives Free Outreach Center



Request A Speaking Engagement

Visit Dr. Karen Bethea's Website

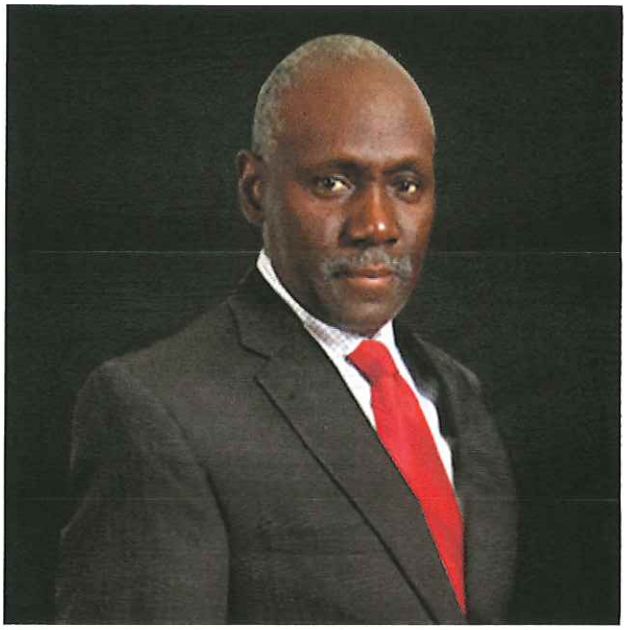
Apostle Dr. Karen Stanley Bethea

Petitioner
CBA Exhibit
4

Our Pastors

Apostle Dr. Karen Bethea
Pastor

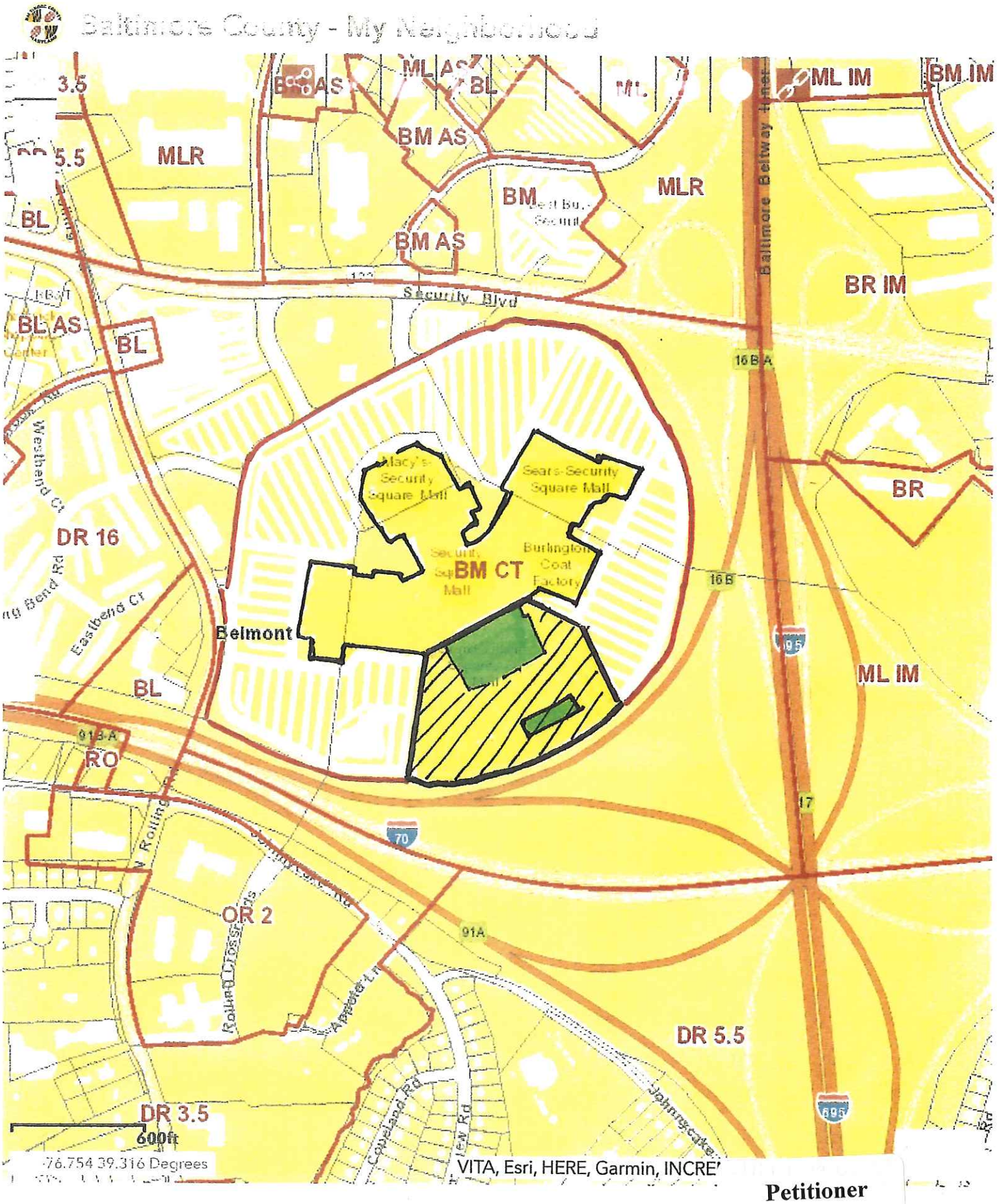
She is known for the deliverance mantle on her life. Under her anointed teaching and preaching, many people have been set free from past addictions, pains, wounds, and negative lifestyles and have been brought into a spiritual and wholesome lifestyle.



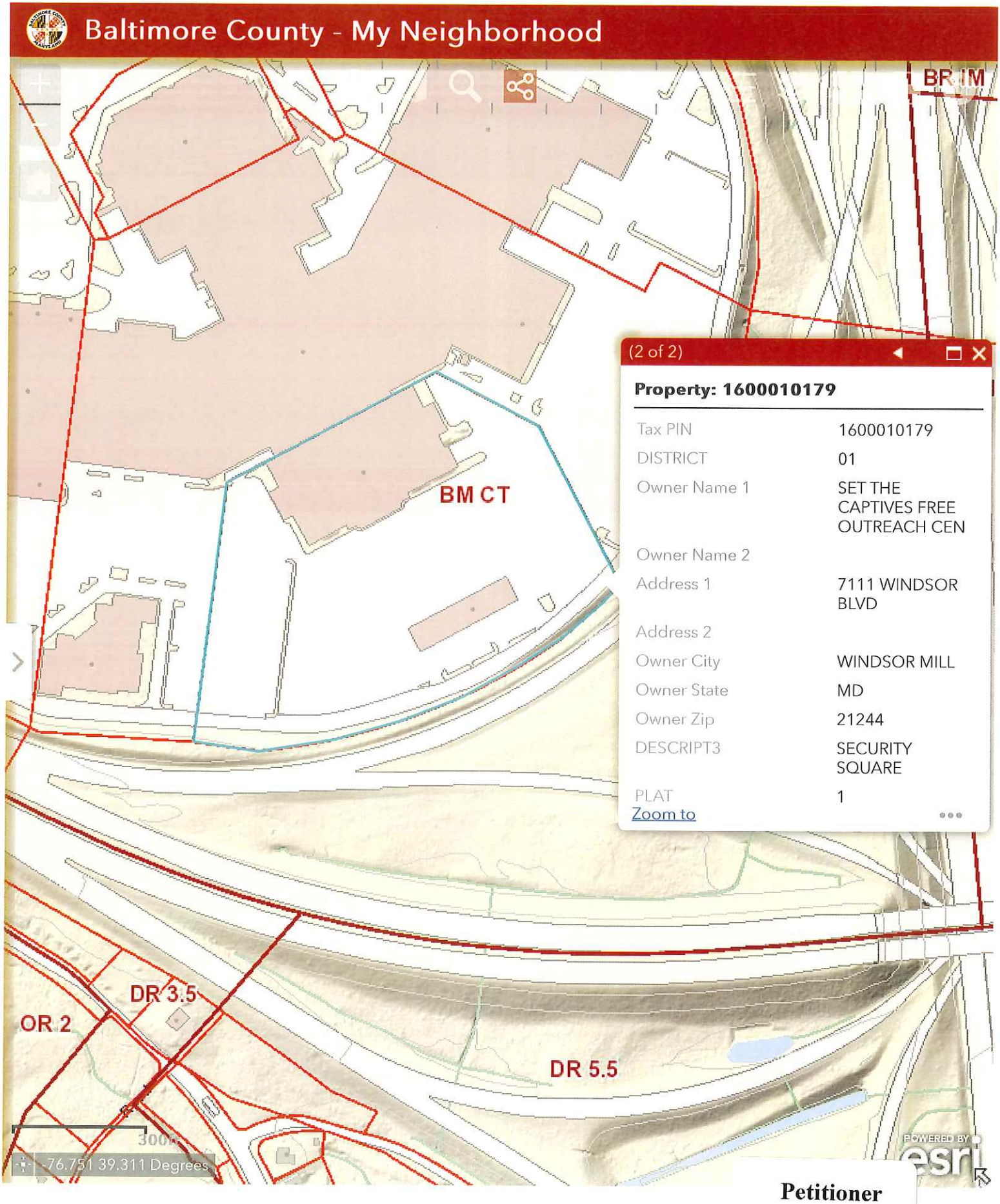
Linwood E. Bethea
Pastor

Pastor Linwood E. Bethea is known for the "wisdom" that comes out of his mouth. When he talks, people listen. At the age of 13 he received Christ as his Savior at the New Shiloh Baptist Church in Baltimore, Maryland under the pastorate of Rev. Dr. Harold Carter, Sr.

Petitioner
CBA Exhibit
5



Petitioner
CBA Exhibit
8



Petitioner
CBA Exhibit
9

LOT 1

SEOUL PLAZA SHOPPING CENTER

FIRST FLOOR

	SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
ACCESSORY USE -	210	~~STORAGE~~	32,464	N/A	N/A	
ACCESSORY USE -	2022	~~STORAGE~~	279	N/A	N/A	
ACCESSORY USE -	2028	~~DANCE STUDIO~~	1,127		1 PER / LARGEST SHIFT	~~10~~
	2030	ATSU BRAIDING	1,195	BEAUTY SHOP	5/1000 SF	6
	2036	DOMINICAN HAIR	859	BEAUTY SHOP	5/1000 SF	5
ACCESSORY USE -	2038	~~SURE FOUNDATION CHURCH~~	1,889	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	~~8~~
ACCESSORY USE -	2039	~~QUICK CASH/TAX~~	1,216	OFFICE	3.3/1000 SF	~~5~~
ACCESSORY USE -	2046	~~YAKI BRAIDING~~	1,082	BEAUTY SHOP	5/1000 SF	~~6~~
	N/A	PROPOSED CHURCH	N/A	CHURCH	1500 SEATS @ 1 PARKING SPACE/4 SEATS	375
ACCESSORY USE -	2056	~~PSALMS & PRAISE CHURCH~~	1,967	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	~~8~~
	TOTALS:		**42,078**			~~423~~ 386

VACANT FIRST FLOOR SUITES TOTALING: 29,201 SF +/-

SECOND FLOOR

	SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
ACCESSORY USE -	3018	~~DANCE STUDIO~~	1,901			
ACCESSORY USE -	3026	~~LEE'S BILLARDS - MOVING TO FIRST FLOOR~~	6,634	POOL HALL	4/1000 SF	~~27~~
ACCESSORY USE -	3046	~~LOS FLORES~~	432	CARRYOUT RESTAURANT	5/1000 SF	~~5~~
	3060	SEOUL GYM/SPA	18,621	HEALTH SPA	10/1000 SF - FIRE DEPARTMENT LIMITS TO 49 OCCUPANCY	49
	TOTALS:		**27,588**			~~81~~ 49

VACANT SECOND FLOOR SUITES TOTALING: 14,068 SF +/-

NORTH AMERICAN TRADE SCHOOL LEASE

LEASE AGREEMENT FOR 215 PARKING SPACES — **215**

TOTAL REQUIRED PARKING FOR PARCEL 'B' LOT 1 — ~~719~~ 650
TOTAL PROVIDED PARKING FOR PARCEL 'B' LOT 1 — **788**
LESS LEASED AREA (215) — **573**

LOT 4

AUTO BODY SHOP

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
N/A	GEICO AUTO BODY	13,662	PERSONAL SERVICE EST.	3.3/1000 SF	46
TOTALS:		**13,662**			**46**

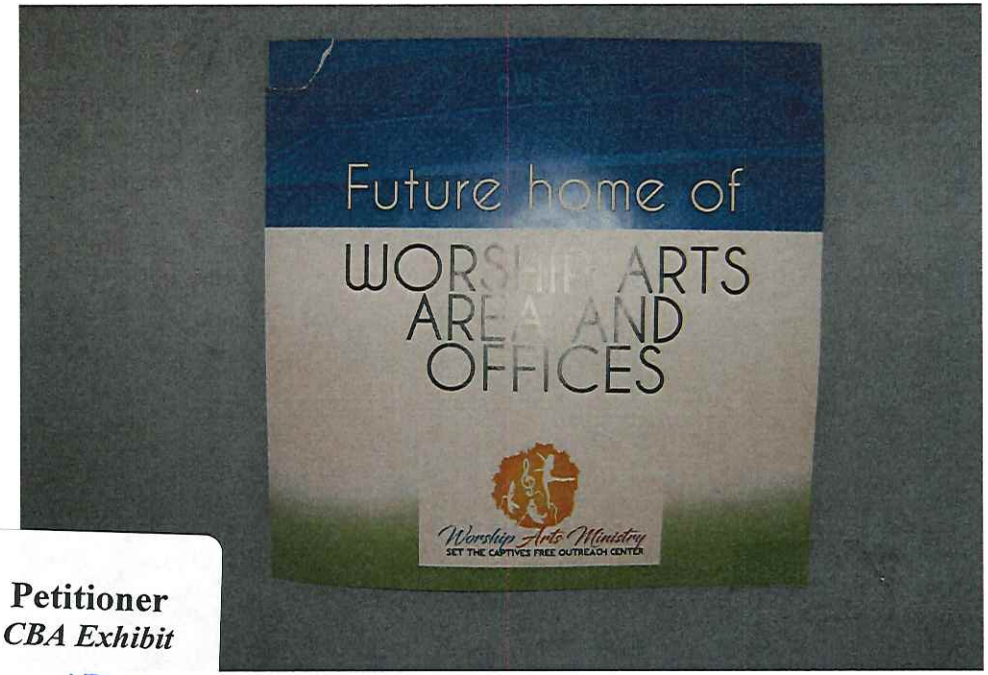
TOTAL PARKING PROVIDED FOR PARCEL 'B' LOT 4: — **55**

TOTAL PARKING FOR PARCEL 'B' LOTS 1 & 4: — **843**
LESS LEASED AREA — **628**

PET EX. 11

STATE OF MARYLAND
RICHARD EARL MATZ
No. 13203
PROFESSIONAL ENGINEER

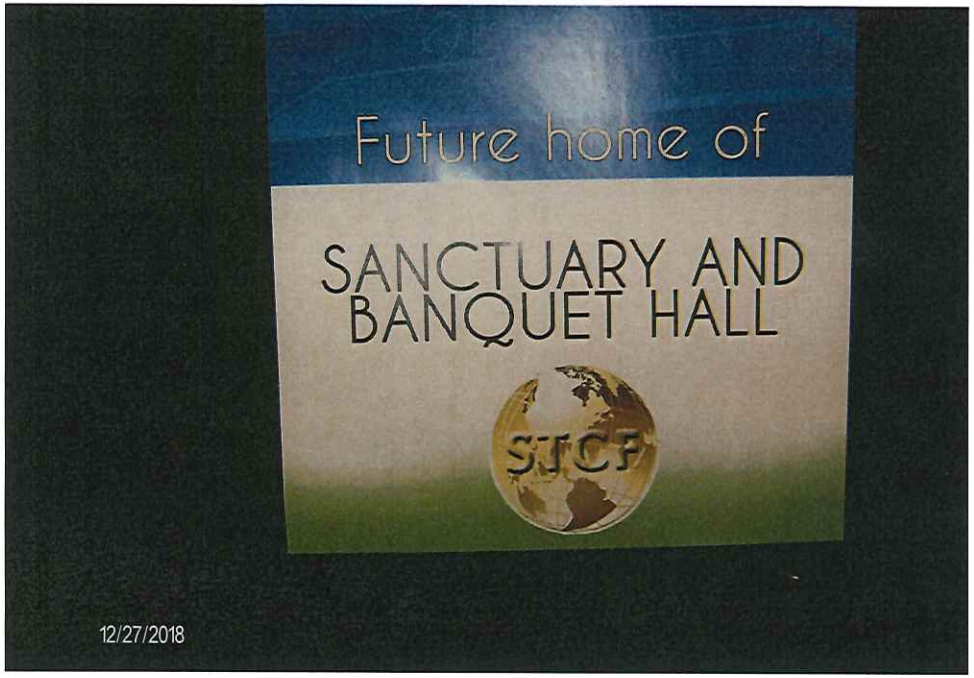
JAN 7, 2018

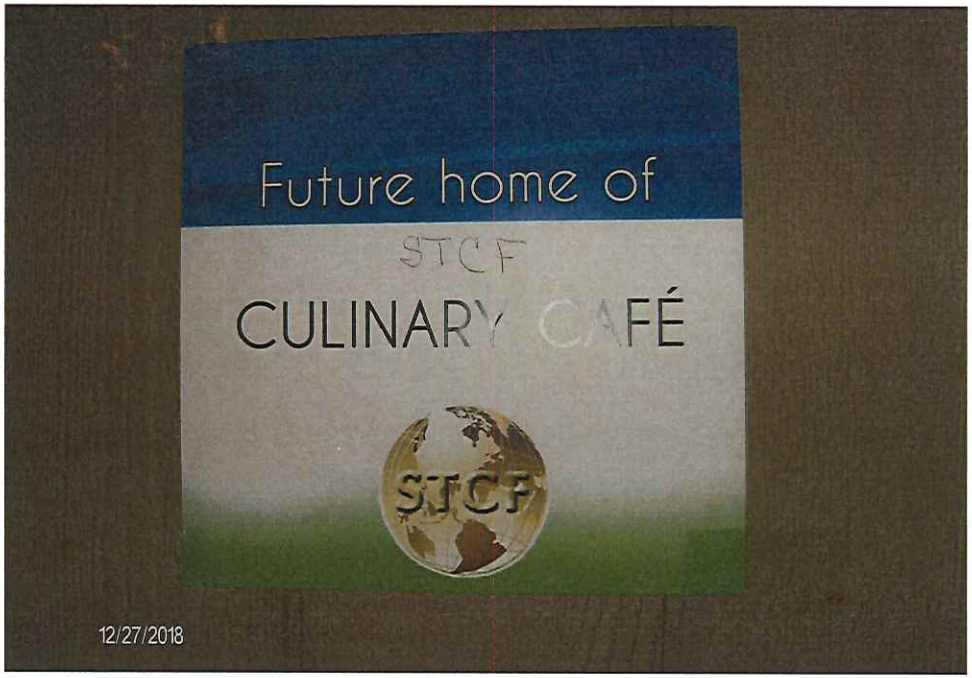


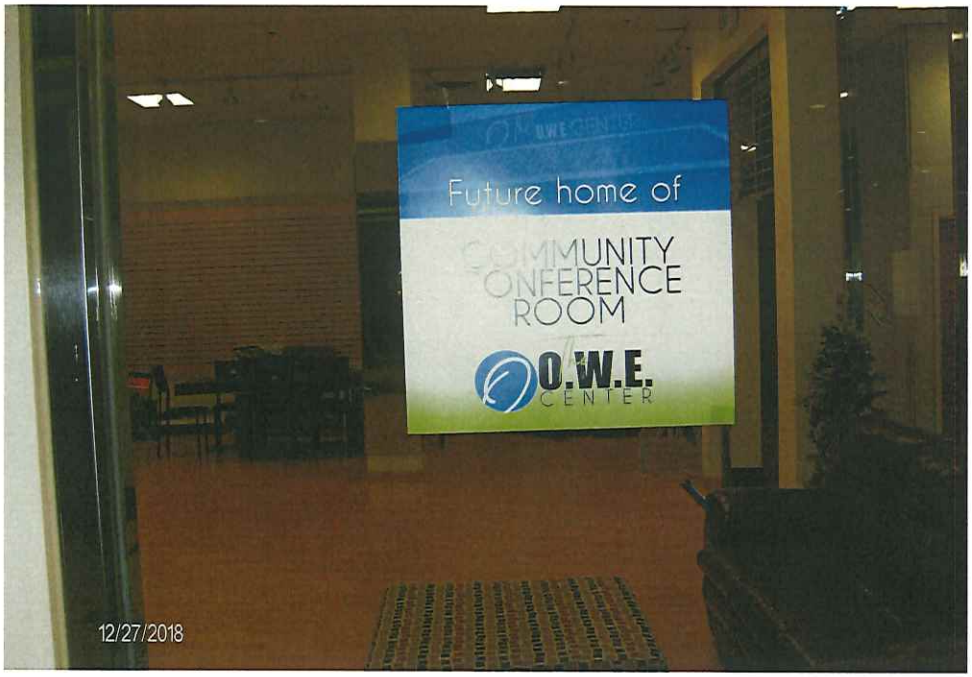
Petitioner
CBA Exhibit
12

12/27/2018

Future home of
MAYS
WOODSON
CHRISTIAN EARLY
LEARNING CENTER
12/27/2018


Future home of
SANCTUARY AND
BANQUET HALL
STCF
12/27/2018

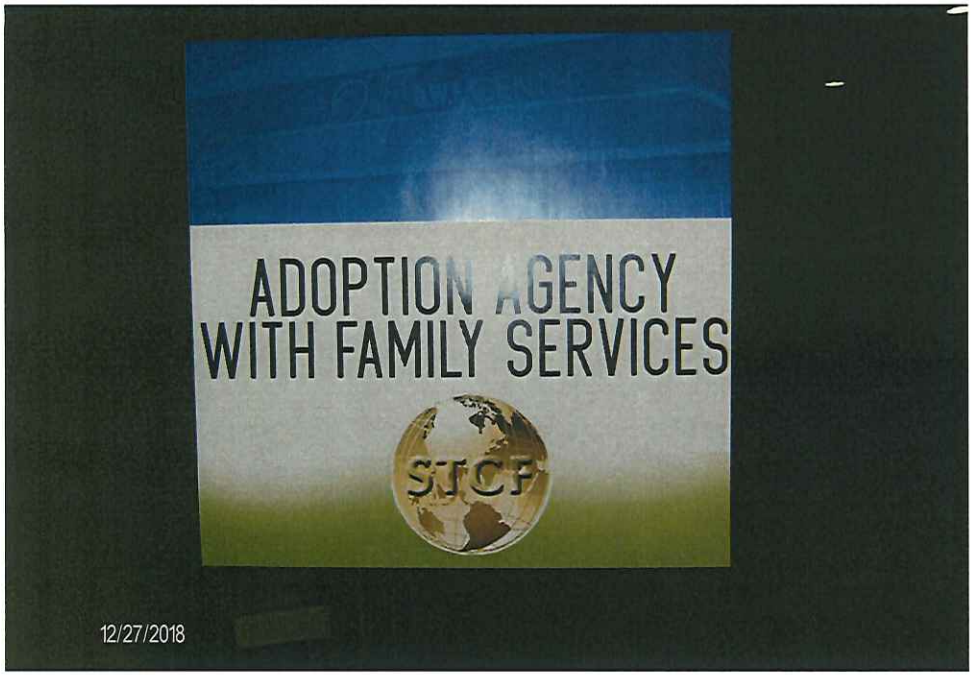

Future home of
STCF
CULINARY CAFÉ
STCF
12/27/2018


Future home of
COMMUNITY
CONFERENCE
ROOM
O.W.E.
CENTER
12/27/2018

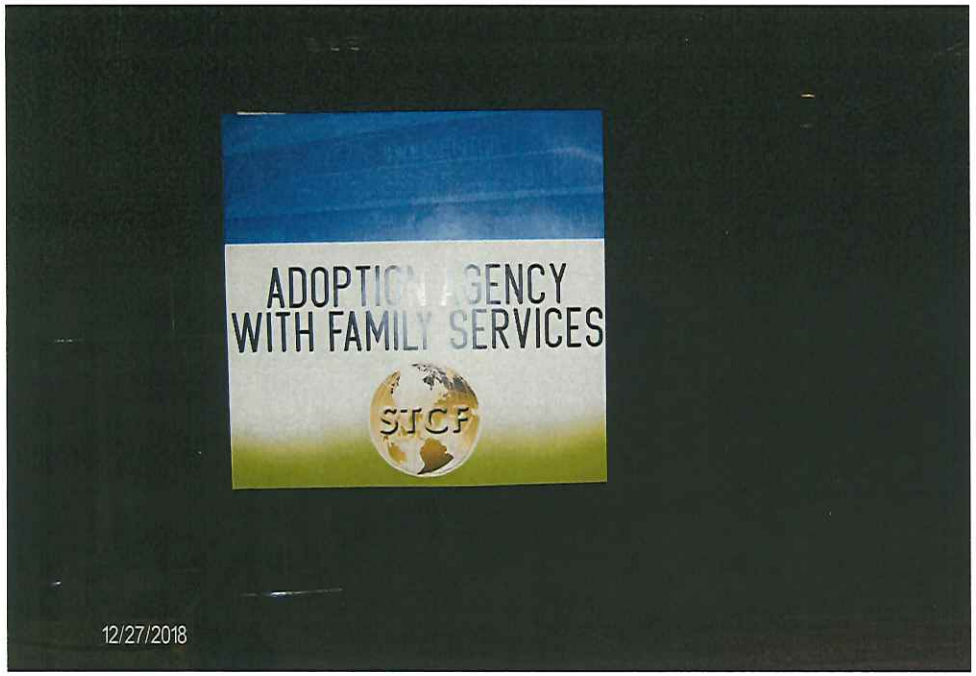
Future home of
AGENCY
PARTNERSHIPS
O.W.E.
CENTER
12/27/2018

Future home of
12/27/2018

Future home of
CHRISTIAN EARLY
CENTER
12/27/2018


ADOPTION AGENCY
WITH FAMILY SERVICES
STCF
12/27/2018

12/27/2018

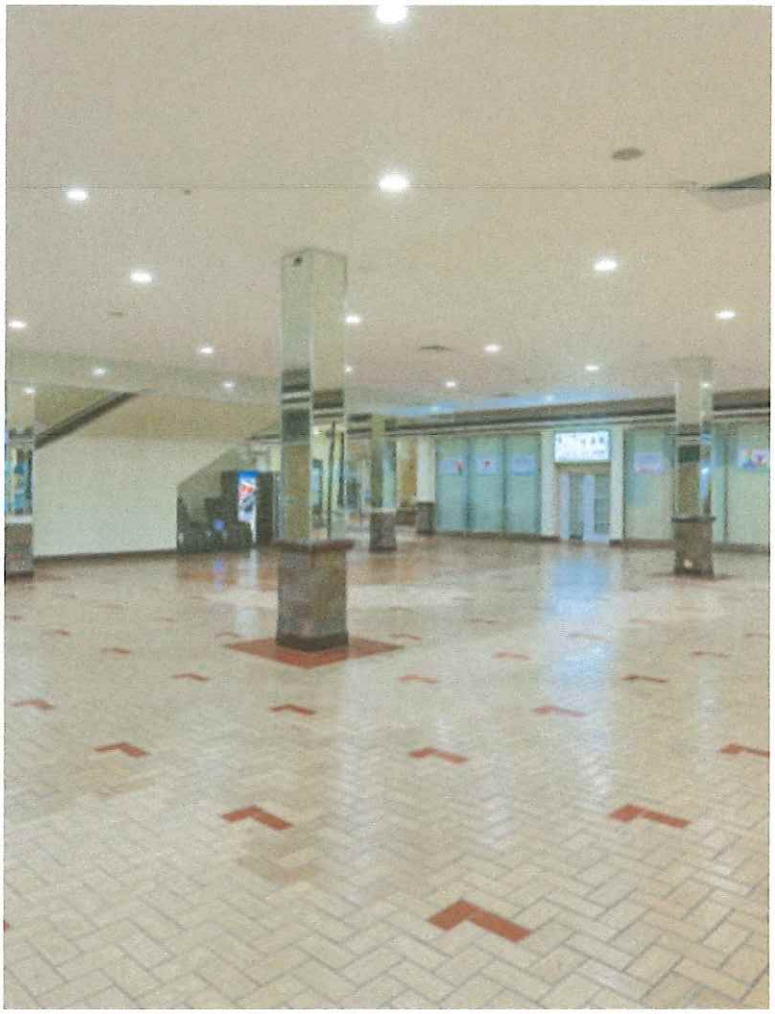

ADOPTION AGENCY
WITH FAMILY SERVICES
STCF
12/27/2018

2014
Future home of
AGENCY
PARTNERSHIPS
O.W.E.
CENTER
12/27/2018

No Smoking
12/27/2018

About The O.W.E. Center

The move to and creation of the O.W.E. Center is much more than a church relocating to a larger facility. It is a movement to create a community center that will increase the total quality of life for the citizens of Baltimore. The O.W.E. Center of Baltimore will be located in Woodlawn at the former Seoul Plaza. It will house weekly worship as well as community outreach and educational programs.



Petitioner
CBA Exhibit
13

About The O.W.E. Center

The move to and creation of the O.W.E. Center is much more than a church relocating to a larger facility.

88-200-A #127	S/S Security Blvd., W of Beltway	1st E.D.
10/26/87	Variance - filing fee $100.00 - Beltway Properties	
10/26/87	Hearing set for 11/24/87, at 11:00 a.m., before Mrs. Nastarowicz	
11/25/87	ORDERED by Deputy Zoning Commissioner Nastarowicz, that the Petition for Variance to permit 5,966 parking spaces in lieu of the required 6,231 spaces, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to restriction.	

Petitioner
CBA Exhibit
14

1988-200-A

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would/~~would not~~ result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested ~~XXXX~~ will not adversely affect the health, safety, and general welfare of the community, the variance~~s~~ should ~~should not~~ be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 25th day of November, 1987, that the herein Petition for Variance(s) to permit 5,966 parking spaces in lieu of the required 6,231 spaces, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject, however, to the following restriction:

1) The Petitioner may apply for his building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at his own risk until such time as the applicable appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said property to its original condition.

Ann M Nastarowicz

ANN M. NASTAROWICZ
Deputy Zoning Commissioner
of Baltimore County

AMN:bjs

PETITION FOR ZONING VARIANCE

127

88-200-A

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

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

Variance from Section 409.2b(3) to permit 5,966 parking spaces in lieu of the required 6,231 spaces

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

Interpretation of above Section so as to require one (1) parking space for each fifty (50) square feet of total floor area of existing restaurants in shopping center mall is too restrictive and imposes much more parking than is reasonably required for the intended restaurant uses. The failure to grant the within request will cause undue hardship and practical difficulty for the Petitioners.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law For Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Lessees:

(1) Marriott Corporation

By: [signature]

(2) S & A Restaurant Corporation

(Type or Print Name)

By: Charles E. Brooks, Agent

Signature

(1) Marriott Drive

Address

(1) Washington, DC 20058

City and State

Legal Owner(s):

BELTWAY PROPERTIES, A MARYLAND PARTNERSHIP

(Type or Print Name)

[signature]

Signature

(Type or Print Name)

Signature

Address

c/o Manekin Corp.

Phone No.

36 South Charles Street

City and State

Baltimore, Maryland 21201

Name, address and phone number of legal owner, contract purchaser or representative to be contacted

Name

Address

Phone No.

MAP NW 15 G

28

E. D. 1st

DATE 2-16-88

200 B.F.

1000 B.F.

DP

N-3,725

W-38,970

Attorney for Petitioner:

(1) E. Harrison Stone, Esq.

(2) Charles E. Brooks, Esq.

(Type or Print Name)

[signature]

Signature

(1) Suite 600, 102 W. Pennsylvania Ave

(2) 610 Bosley Avenue

Address

Towson, Maryland 21204

City and State

(1) 301-823-1800

Attorney's Telephone No.: (2) 301-296-2600

ORDERED By The Zoning Commissioner of Baltimore County, this 26th day of October, 19 87, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 24th day of November, 19 87, at 11:00 o'clock A. M.

J. Robert Haines

Zoning Commissioner of Baltimore County

#127

88-200-A

#127

LEGAL DESCRIPTION

BEGINNING FOR THE SAME AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 70 N, AS SHOWN ON STATE ROADS COMMISSION OF MARYLAND PLATS NO. 28379 AND 26402 AND THE EAST RIGHT-OF-WAY LINE OF ROLLING ROAD, AS SHOWN ON SAID PLATS AND AS SHOWN ON BALTIMORE COUNTY BUREAU OF LAND ACQUISITION PLATS RW 70-119-4 & 5, WHICH PLATS ARE ATTACHED TO AND MADE A PART OF THE DEED FROM ZANVYL KRIEGER AND OTHERS TO BALTIMORE COUNTY, MARYLAND, DATED AUGUST 21, 1970, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER O.T.G. NO. 5126, FOLIO 242, SAID POINT ALSO BEING THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION:

THENCE N 20°58'12" E ALONG THE EAST RIGHT-OF-WAY LINE OF ROLLING ROAD A DISTANCE OF 59.68 FEET TO A POINT; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE 29.90 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 756.04 FEET AND A CHORD OF 29.90 FEET BEARING N 19°50'13" E; THENCE N 18°42'14" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 86.83 FEET TO A POINT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE 552.65 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CHORD OF 536.15 FEET BEARING N 05°39'12" W; THENCE N 30°00'38" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 233.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE 361.66 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 2235.83 FEET AND A CHORD OF 361.26 FEET BEARING N 25°22'35" W; THENCE N 62°00'00" E A DISTANCE OF 633.12 FEET TO A POINT; THENCE N 28°00'00" W A DISTANCE OF 89.49 FEET TO A POINT; THENCE 98.89 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 221.00 FEET AND A CHORD OF 98.07 FEET BEARING N 15°10'50" W; THENCE N 02°21'39" W A DISTANCE OF 102.94 FEET TO A POINT; THENCE 38.66 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 45.00 FEET AND A CHORD OF 37.48 FEET BEARING N 26°58'10" W TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SECURITY BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE 61.61 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 2356.83 FEET AND A CHORD OF 61.61 FEET BEARING N 88°23'18" E; THENCE N 87°38'21" E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 236.15 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 788.81 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 4518.66 FEET AND A CHORD OF 787.81 FEET BEARING S 87°21'36" E; THENCE S 82°21'32" E A DISTANCE OF 3.35 FEET TO A POINT; THENCE S 42°29'18" W A DISTANCE OF 78.40 FEET TO A POINT; THENCE S 20°41'18" W A DISTANCE OF 26.93 FEET TO A POINT; THENCE S 47°30'42" E A DISTANCE OF 30.00 FEET TO A POINT; THENCE N 64°17'18" E A DISTANCE OF 26.93 FEET TO A POINT; THENCE N 42°29'18" E A DISTANCE OF 25.00 FEET TO A POINT; THENCE N 69°59'30" E A DISTANCE OF 80.57 FEET TO A POINT; THENCE S 82°21'32" E A DISTANCE OF 340.00 FEET TO A POINT; THENCE S 59°32'49" E A DISTANCE OF 126.17 FEET TO A POINT; THENCE S 30°56'08" E A DISTANCE OF 193.64 FEET TO A POINT; THENCE S 35°24'57" E A DISTANCE OF 196.91 FEET TO A POINT; THENCE S 23°48'01" E A DISTANCE OF 193.56 FEET TO A POINT; THENCE S 12°31'19" E A DISTANCE OF 191.57 FEET TO A POINT; THENCE S 01°19'41" E A DISTANCE OF 190.22 FEET TO A POINT; THENCE S 09°24'08" W A DISTANCE OF 94.13 FEET TO A POINT; THENCE S 09°32'20" W A DISTANCE OF 93.93 FEET TO A POINT; THENCE S 13°21'40" W A DISTANCE OF 238.61 FEET TO A POINT; THENCE S 31°24'16" W A DISTANCE OF 154.05 FEET TO A POINT; THENCE S 42°39'30" W A DISTANCE OF 252.19 FEET TO A POINT; THENCE S 48°21'56" W A DISTANCE OF 120.23 FEET TO A POINT; THENCE 723.66 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 1382.09 FEET AND A CHORD OF 715.42 FEET BEARING S 69°21'54" W; THENCE N 82°45'24" W A DISTANCE OF 145.52 FEET TO A POINT; THENCE N 86°39'44" W A DISTANCE OF 341.37 FEET TO A POINT; THENCE N 64°26'09" W A DISTANCE OF 141.50 FEET TO A POINT; THENCE N 64°26'41" W A DISTANCE OF 109.98 FEET TO A POINT; THENCE 373.42 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 3968.86 FEET AND A CHORD OF 373.29 FEET BEARING N 67°08'27" W TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROLLING ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING AND CONTAINING 90.2556 ACRES OF LAND MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

RE: PETITION FOR VARIANCE
S/S Security Blvd., W of
Beltway, 1st Election District
BELTWAY PROPERTIES, Petitioner

: BEFORE THE ZONING COMMISSIONER
: OF BALTIMORE COUNTY
: Case No. 88-200-A

: : : : : : :

ENTRY OF APPEARANCE

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

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Room 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 2nd day of November, 1987, a copy of the foregoing Entry of Appearance was mailed to E. Harrison Stone, Esquire, Suite 600, 102 W. Pennsylvania Ave., Towson, MD 21204; and Charles E. Brooks, Esquire, 610 Bosley Ave., Towson, MD 21204.

Peter Max Zimmerman
Peter Max Zimmerman

NTY, MARYLAND
· REVENUE DIV
CASH RECEIPT

No. 41664

ACCOUNT 01-615

AMOUNT $ 100.00

HARRISON STONE, ESQ

re: Var

E. Harrison Stone, Esquire
Charles E. Brooks, Esquire
Suite 600, 102 West Pennsylvania Avenue
610 Bosley Avenue
Towson, Maryland 21204

October 26, 1987

NOTICE OF HEARING

RE: PETITION FOR ZONING VARIANCE
S/S Security Blvd., W of Beltway
1st Election District - 1st Councilmanic District
Beltway Properties - Petitioner
Case No. 88-200-A

TIME: 11:00 a.m.

DATE: Tuesday, November 24, 1987

PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

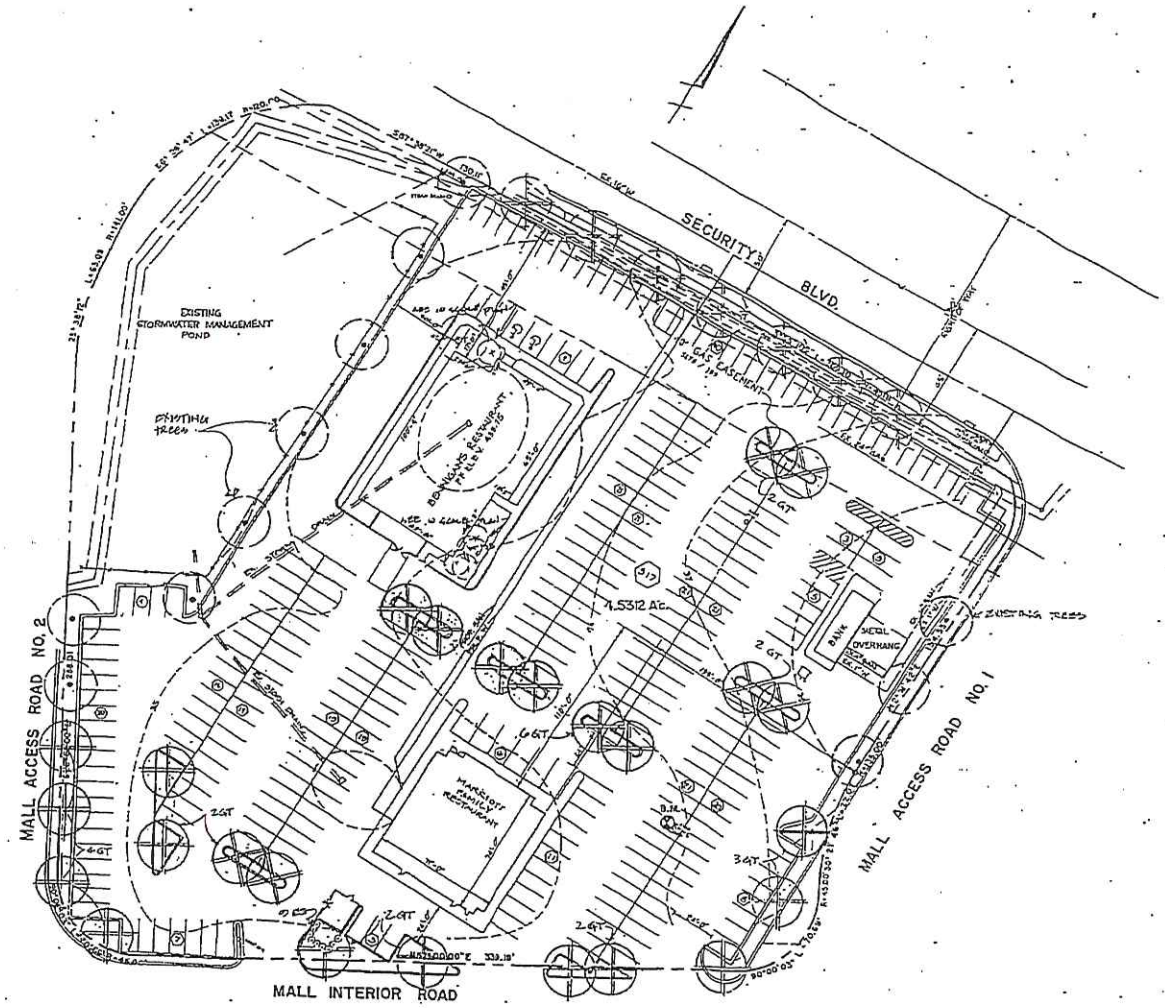
J. Robert Haines

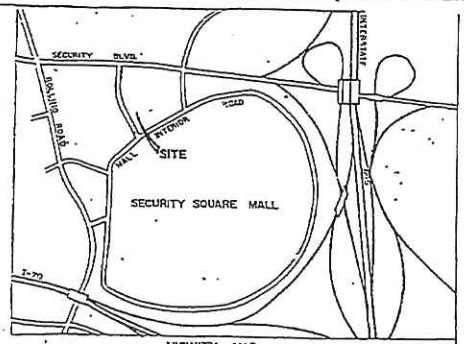
J. ROBERT HAINES
Zoning Commissioner
of Baltimore County

JRH:med

ccs: Marriott Corporation
S & A Restaurant Corporation
Marriott Drive
Washington, D. C. 20058

Beltway Properties
c/o Manekin Corp.
36 South Charles Street
Baltimore, Maryland 21201





VICINITY MAP
SCALE: 1"=200'

NOTES

1. OWNER/LESSOR IS MAY DEPARTMENT STORES CO., 611 OLIVE STREET, ST. LOUIS, MO 63101. AREA OF PROPERTY: GROSS 4.5312 AC. AREA TO BE LEASED BY SEA RESTAURANTS IS 7950 SQ.FT.
2. LESSEE/DEVELOPER IS SEA RESTAURANTS CORPORATION 4606 LBJ FREEWAY, DALLAS, TEXAS 75240 (214) 960-5000.
3. BENNIGAN'S PARKING DATA: EXISTING PARKING PROVIDED = 604
   CREDIT FOR AUTO BAYS = -37
   EXISTING PARKING REQUIRED = 622
   PROPOSED PARKING REQUIRED = 153
   (7950 SQ.FT. ÷ 1 PER 50 SQ.FT.)
   SPACES LOST/RESTAURANT = 48
   MARRIOTT PARKING DATA: EXISTING PARKING PROVIDED = 604
   CREDIT FOR AUTO BAYS = -37
   EXISTING PARKING REQUIRED = 622
   PROPOSED PARKING REQUIRED = 101
   (5055 SQ.FT. ÷ 1 PER 50 SQ.FT.)
   SPACES LOST TO RESTAURANT = 66
4. ZONING BM-CT
5. STORM WATER MANAGEMENT IS BEING HANDLED OFF-SITE UTILIZING THE ADJACENT DETENTION POND.
6. THERE ARE NO WELL OR SEPTIC AREAS ON THE SITE.
7. LANDSCAPING WILL CONFORM TO FINAL LANDSCAPE PLAN BASED ON REQUIREMENTS SET FORTH IN BALTIMORE COUNTY LANDSCAPE MANUAL.
8. THERE ARE NO KNOWN STREAMS, STORAGE OR 100 YEAR FLOOD PLAINS.
9. THERE ARE NO HISTORIC BUILDINGS ON THE SITE.
10. THERE ARE NO KNOWN WETLANDS, CRITICAL AREAS, ARCHEOLOGICAL SITES, ENDANGERED SPECIES HABITAT, OR HAZARDOUS MATERIALS ON SITE.
11. PROPERTY OWNED BY MAY DEPARTMENT STORES COMPANY.
12. EXISTING GROUND IS 100% PAVED.
13. CRG WAIVER REQUEST APPROVED 6/18/87. ECDC #87-182.

BENNIGAN'S AND MARRIOTT FAMILY RESTAURANTS

CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS • PLANNERS
32 WEST ROAD
TOWSON, MARYLAND 21204

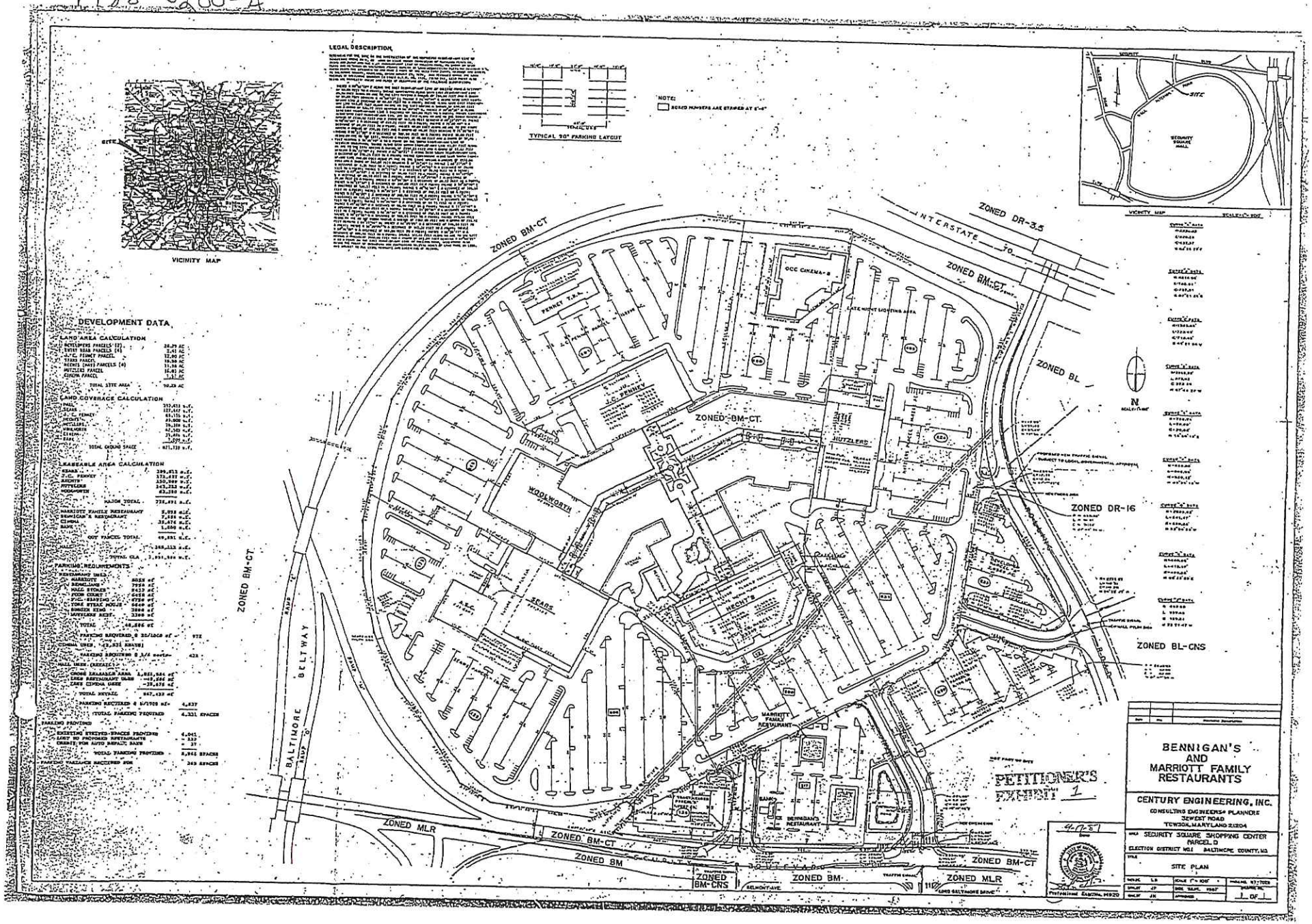
SECURITY SQUARE SHOPPING CENTER
PARCEL D
ELECTION DISTRICT NO. 1 BALTIMORE COUNTY, MD.

SITE PLAN

DRAWN J.A.V.	SCALE 1" = 30'	JOB NO. 87-7070
DESIGNED JGG	DATE 3-2-87	SHEET NO. 1 OF 1
CHECKED JJK		

137

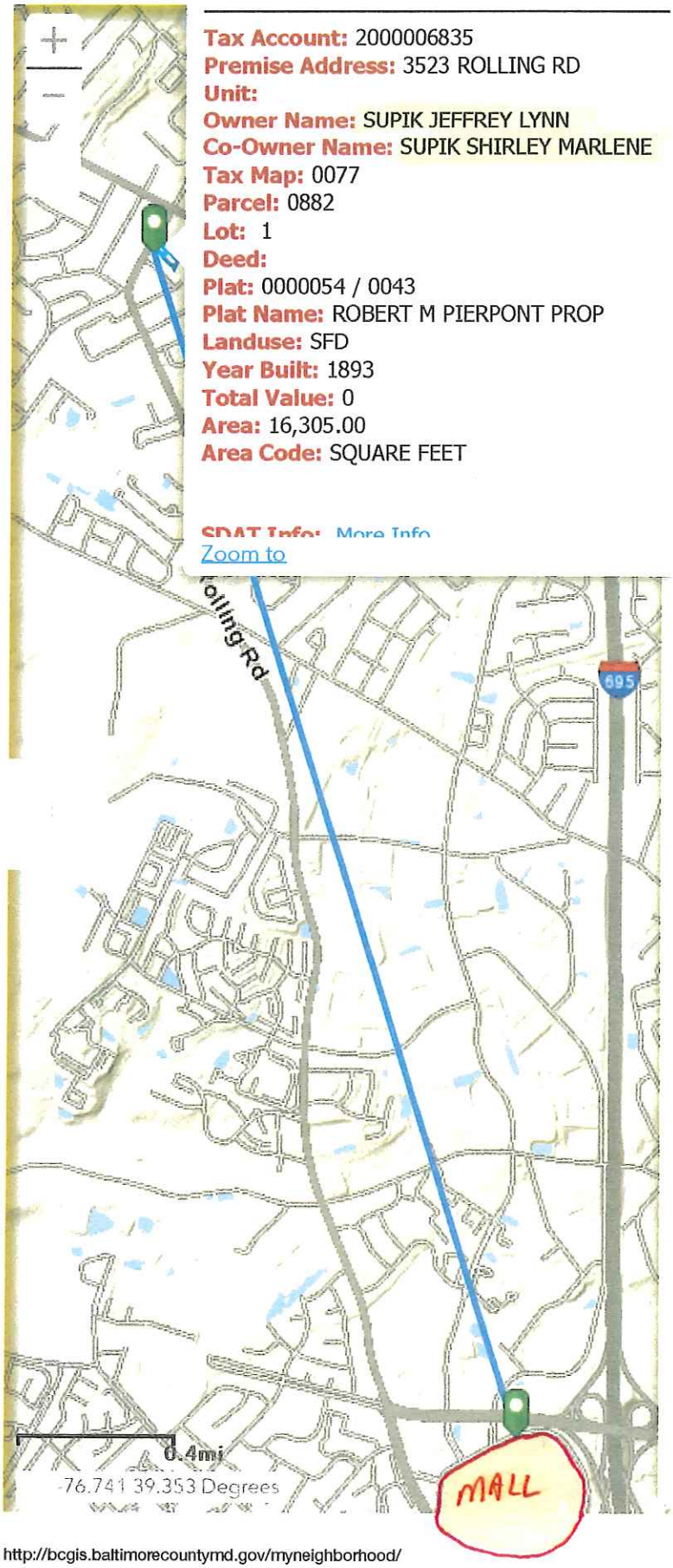
1988-0200-A


LEGAL DESCRIPTION
VICINITY MAP
TYPICAL 90° PARKING LAYOUT
NOTE:
DEVELOPMENT DATA
LAND AREA CALCULATION
LAND COVERAGE CALCULATION
LEASEABLE AREA CALCULATION
PARKING REQUIREMENTS
PARKING PROVIDED
ZONED BM-CT
ZONED DR-3.5
ZONED BL
ZONED DR-16
ZONED BL-CNS
ZONED MLR
ZONED BM
ZONED BM-CNS
INTERSTATE 70
BALTIMORE BELTWAY
SEARS
J.C. PENNEY
WOOLWORTH
HUTZLERS
OCC CINEMA-8
MARRIOTT FAMILY RESTAURANT
BENNIGAN'S
PETITIONER'S EXHIBIT 1
BENNIGAN'S AND MARRIOTT FAMILY RESTAURANTS
CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS• PLANNERS
SECURITY SQUARE SHOPPING CENTER
PARCEL D
ELECTION DISTRICT NO.1 BALTIMORE COUNTY, MD.
SITE PLAN

Baltimore County - My Neighborhood

Tax Account: 2000006835
Premise Address: 3523 ROLLING RD
Unit:
Owner Name: SUPIK JEFFREY LYNN
Co-Owner Name: SUPIK SHIRLEY MARLENE
Tax Map: 0077
Parcel: 0882
Lot: 1
Deed:
Plat: 0000054 / 0043
Plat Name: ROBERT M PIERPONT PROP
Landuse: SFD
Year Built: 1893
Total Value: 0
Area: 16,305.00
Area Code: SQUARE FEET

SDAT Info: More Info
Zoom to



Measurement

1 Miles

Measurement Result

3.08 Miles

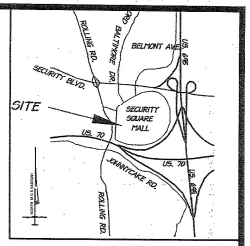
Petitioner
CBA Exhibit
16

PARKING TOTALS:

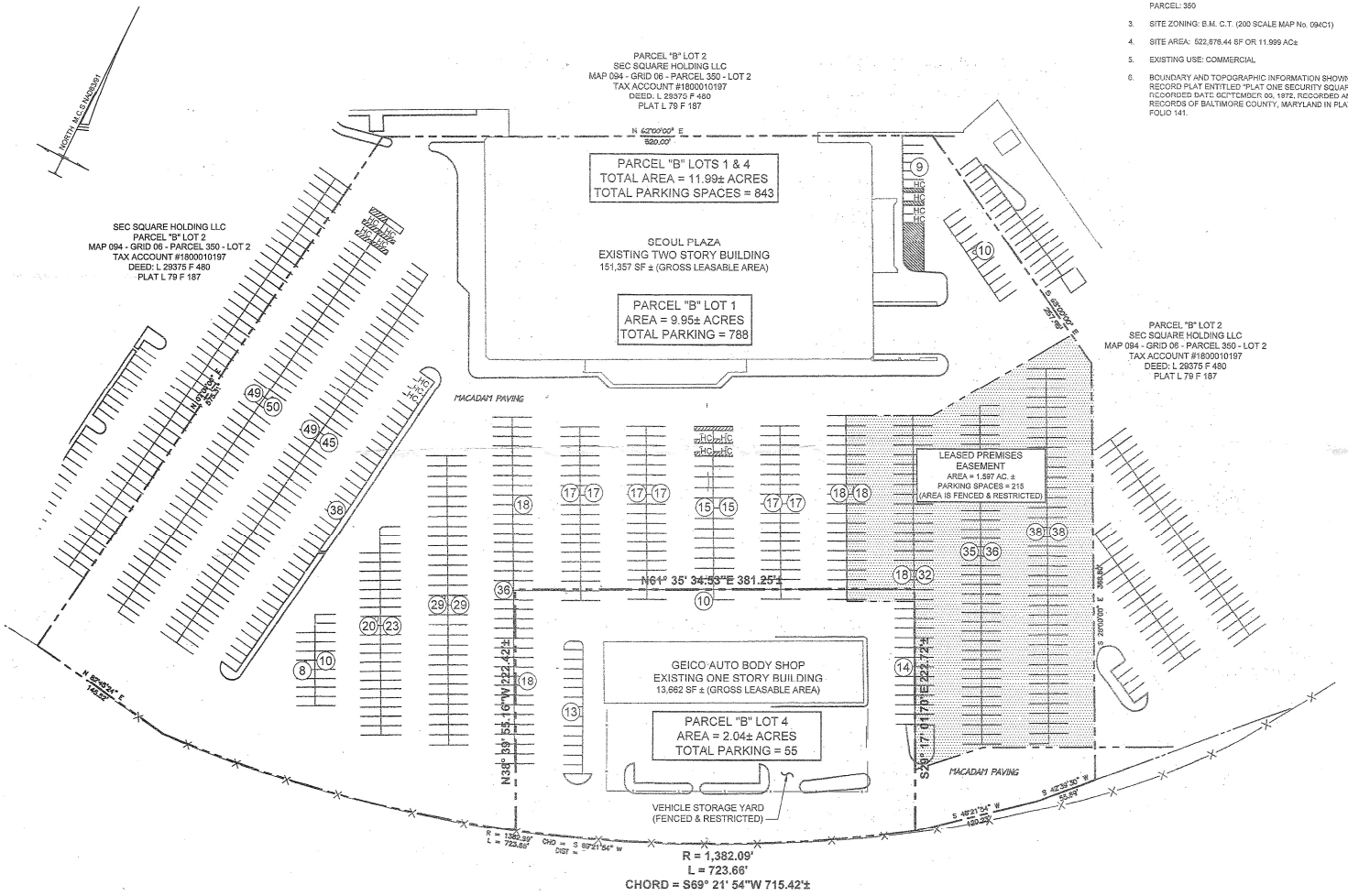
PARCEL "B" LOT 1 =	788
PARCEL "B" LOT 4 =	55
PARCEL "B" TOTAL =	843

GENERAL NOTES:

1. OWNERS:
   BLUE OCEAN SEOUL PLAZA LLC
   6615 REISTERSTOWN ROAD, 3RD FLR.
   BALTIMORE, MARYLAND, 21215
2. SITE DATA:
   TAX ACCOUNT NUMBER: 1800010179
   DEED REFERENCE: LIBER 34143 FOLIO 00001
   PLAT REFERENCE: LIBER 35 FOLIO 141
   TAX MAP: 94
   GRID: 06
   PARCEL: 350
3. SITE ZONING: B.M. C.T. (200 SCALE MAP No. 094C1)
4. SITE AREA: 522,676.44 SF OR 11.999 AC±
5. EXISTING USE: COMMERCIAL
6. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS FROM A RECORD PLAT ENTITLED "PLAT ONE SECURITY SQUARE SHOPPING CENTER" RECORDED DATE SEPTEMBER 09, 1972, RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY, MARYLAND IN PLAT BOOK O.T.G. 35, FOLIO 141.



VICINITY MAP
SCALE: 1" = 2000'



Petitioner
CBA Exhibit
6A

LOT 1
SEOUL PLAZA SHOPPING CENTER
FIRST FLOOR

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
210	STORAGE	32,464	N/A	N/A	-
2022	STORAGE	279	N/A	N/A	-
2028	DANCE STUDIO	1,327		1 PER / LARGEST SHIFT	10
2030	ATSU BRAIDING	1,395	BEAUTY SHOP	5/1000 SF	6
2036	DOMINICAN HAIR SURE	959	BEAUTY SHOP	5/1000 SF	5
2038	FOUNDATION CHURCH	1,889	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	8
2039	QUICK CASH/TAX	1,216	OFFICE	3.3/1000 SF	5
3046	YAM SHADING	1,002	BEAUTY SHOP	5/1000 SF	6
N/A	PROPOSED CHURCH	N/A	CHURCH	1500 SEATS @ 1 PARKING SPACE/4 SEATS	375
2056	PSALMS & PRAISE CHURCH	1,957	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	8
TOTALS:		**42,078**			**423**

VACANT FIRST FLOOR SUITES TOTALING: 20,201 SF +/-

SECOND FLOOR

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
3018	DANCE STUDIO LEE'S BILLARDS -	1,931			
3026	MOVING TO FIRST FLOOR	6,634	POOL HALL	4/1000 SF	27
3046	LOS FLORES	412	CARRYOUT RESTAURANT	5/1000 SF	5
3060	SEOUL GYM/SPA	18,621	HEALTH SPA	10/1000 SF - FIRE DEPARTMENT LIMITS TO 49 OCCUPANCY	49
TOTALS:		**27,598**			**81**

VACANT SECOND FLOOR SUITES TOTALING: 14,008 SF +/-

NORTH AMERICAN TRADE SCHOOL LEASE
LEASE AGREEMENT FOR 215 PARKING SPACES — **215**

TOTAL REQUIRED PARKING FOR PARCEL 'B' LOT 1 — **719**
TOTAL PROVIDED PARKING FOR PARCEL 'B' LOT 1 — **788**
LESS LEASED AREA (215) — **573**

LOT 4
AUTO BODY SHOP

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
N/A	GEICO AUTO BODY	13,662	PERSONAL SERVICE EST.	3.3/1000 SF	46
TOTALS:		**13,662**			**46**

TOTAL PARKING PROVIDED FOR PARCEL 'B' LOT 4: — **55**

TOTAL PARKING FOR PARCEL 'B' LOTS 1 & 4: — **843**
LESS LEASED AREA — **628**

SITE PLAN FOR SEOUL PLAZA
BLUE OCEAN
SEOUL PLAZA, LLC
6901 SECURITY BOULEVARD
BALTIMORE COUNTY, MD. 21244
1st COUNCILMANIC DISTRICT
1st ELECTION DISTRICT

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

Colbert Matz Rosenfelt, Inc.
*Engineers * Surveyors * Planners*
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

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. 13203 Expiration Date: 11-02-18

SCALE:	1" = 50'
DATE:	12/12/17
JOB NO.:	2010081.1
DESIGNED:	AJC
DRAWN:	AJC
CHECKED:	REM
FILE:	2010081-1 SEOUL PLAZA.DWG
DRAWING NUMBER:	ST-01
SHEET	1 OF 1

NO.	DATE	REVISIONS:	BY

PARKING TOTALS:

PARCEL "B" LOT 1 = 788
PARCEL "B" LOT 4 = 55
PARCEL "B" TOTAL = 843

GENERAL NOTES:

1. OWNERS:
   BLUE OCEAN SEOUL PLAZA LLC
   6615 REISTERSTOWN ROAD, 3RD FLR.
   BALTIMORE, MARYLAND, 21215
2. SITE DATA:
   TAX ACCOUNT NUMBER: 1800010179
   DEED REFERENCE: LIBER 34143 FOLIO 00001
   PLAT REFERENCE: LIBER 35 FOLIO 141
   TAX MAP: 94
   GRID: 06
   PARCEL: 350
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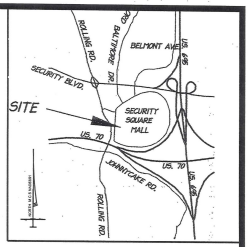
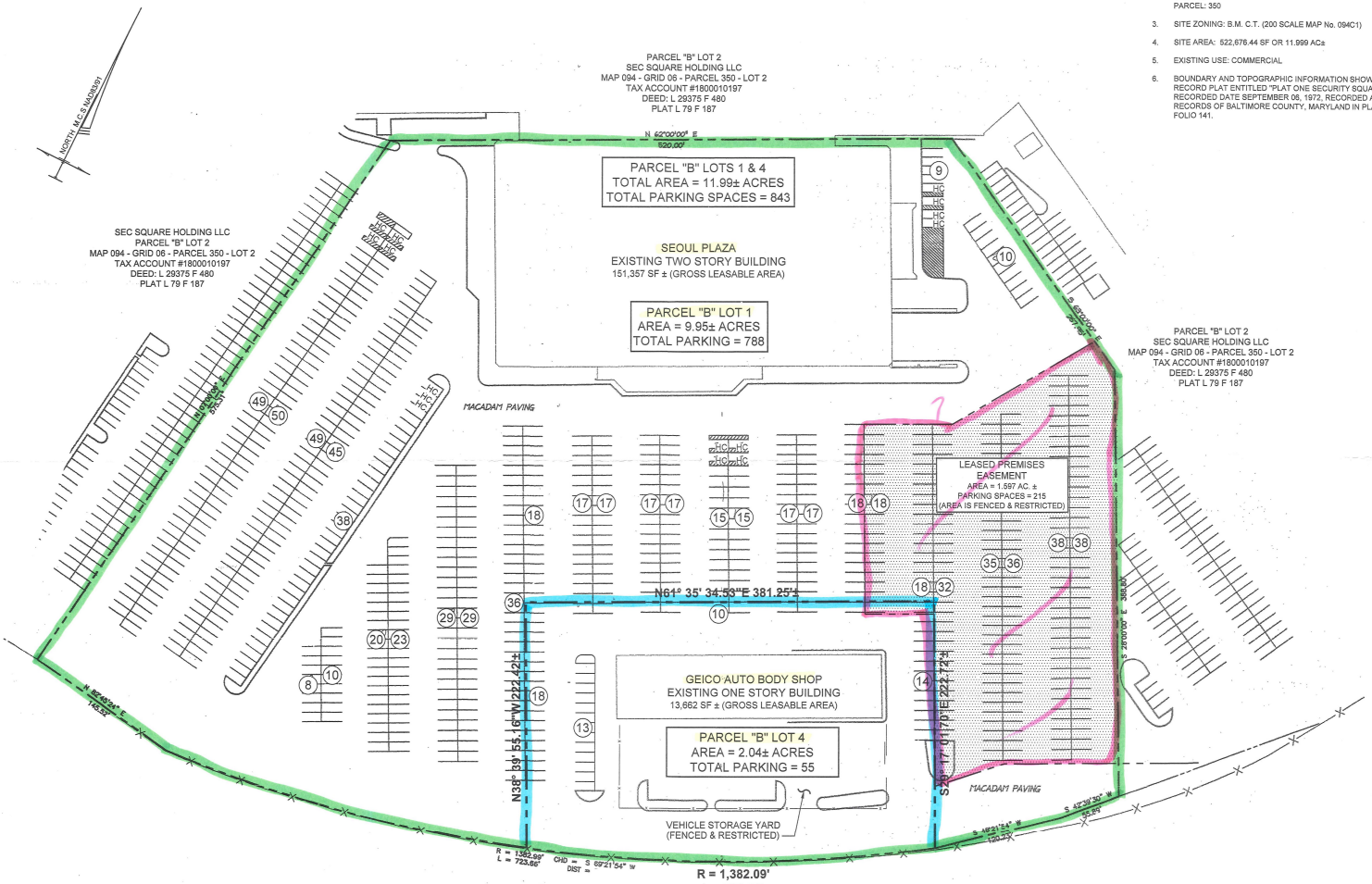
4. SITE AREA: 522,676.44 SF OR 11.999 AC±
5. EXISTING USE: COMMERCIAL
6. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS FROM A RECORD PLAT ENTITLED "PLAT ONE SECURITY SQUARE SHOPPING CENTER" RECORDED DATE SEPTEMBER 06, 1972, RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY, MARYLAND IN PLAT BOOK O.T.G. 35, FOLIO 141.



VICINITY MAP
SCALE: 1" = 2000'



Petitioner
CBA Exhibit
6B

LOT 1
SEOUL PLAZA SHOPPING CENTER
FIRST FLOOR

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
230	STORAGE	32,464	N/A	N/A	
2032	STORAGE	279	N/A	N/A	
2028	DANCE STUDIO	1,127		1 PER / LARGEST SHIFT	10
2030	ATSU BRAIDING	1,195	BEAUTY SHOP	5/1000 SF	6
2036	DOMINICAN HAIR SURE	859	BEAUTY SHOP	5/1000 SF	5
2038	FOUNDATION CHURCH	1,889	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	8
2039	QUICK CASH/TAX	1,216	OFFICE	3.3/1000 SF	5
2046	YAKI BRAIDING	1,082	BEAUTY SHOP	5/1000 SF	6
N/A	PROPOSED CHURCH	N/A	CHURCH	1500 SEATS @ 1 PARKING SPACE/4 SEATS	375
2056	PSALMS & PRAISE CHURCH	1,967	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	8
TOTALS:		**42,078**			**423**

VACANT FIRST FLOOR SUITES TOTALING: 29,201 SF +/-

SECOND FLOOR

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
3018	DANCE STUDIO LEE'S BILLARDS - MOVING TO FIRST FLOOR	1,901			
3026	LOS FLORES	6,634	POOL HALL	4/1000 SF	27
3046		432	CARRYOUT RESTAURANT	5/1000 SF	5
3060	SEOUL GYM/SPA	18,621	HEALTH SPA	10/1000 SF - FIRE DEPARTMENT LIMITS TO 49 OCCUPANCY	49
TOTALS:		**27,588**			**81**

VACANT SECOND FLOOR SUITES TOTALING: 14,068 SF +/-

NORTH AMERICAN TRADE SCHOOL LEASE
LEASE AGREEMENT FOR 215 PARKING SPACES **215**

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TOTAL PROVIDED PARKING FOR PARCEL 'B' LOT 1	**788**
LESS LEASED AREA (215)	**573**

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AUTO BODY SHOP

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
N/A	GEICO AUTO BODY	13,662	PERSONAL SERVICE EST.	3.3/1000 SF	46
TOTALS:		**13,662**			**46**

TOTAL PARKING PROVIDED FOR PARCEL 'B' LOT 4:	**55**
TOTAL PARKING FOR PARCEL 'B' LOTS 1 & 4:	**843**
LESS LEASED AREA	**628**

SITE PLAN FOR SEOUL PLAZA
BLUE OCEAN
SEOUL PLAZA, LLC
6901 SECURITY BOULEVARD
BALTIMORE COUNTY, MD. 21244
1st COUNCILMANIC DISTRICT
1st ELECTION DISTRICT

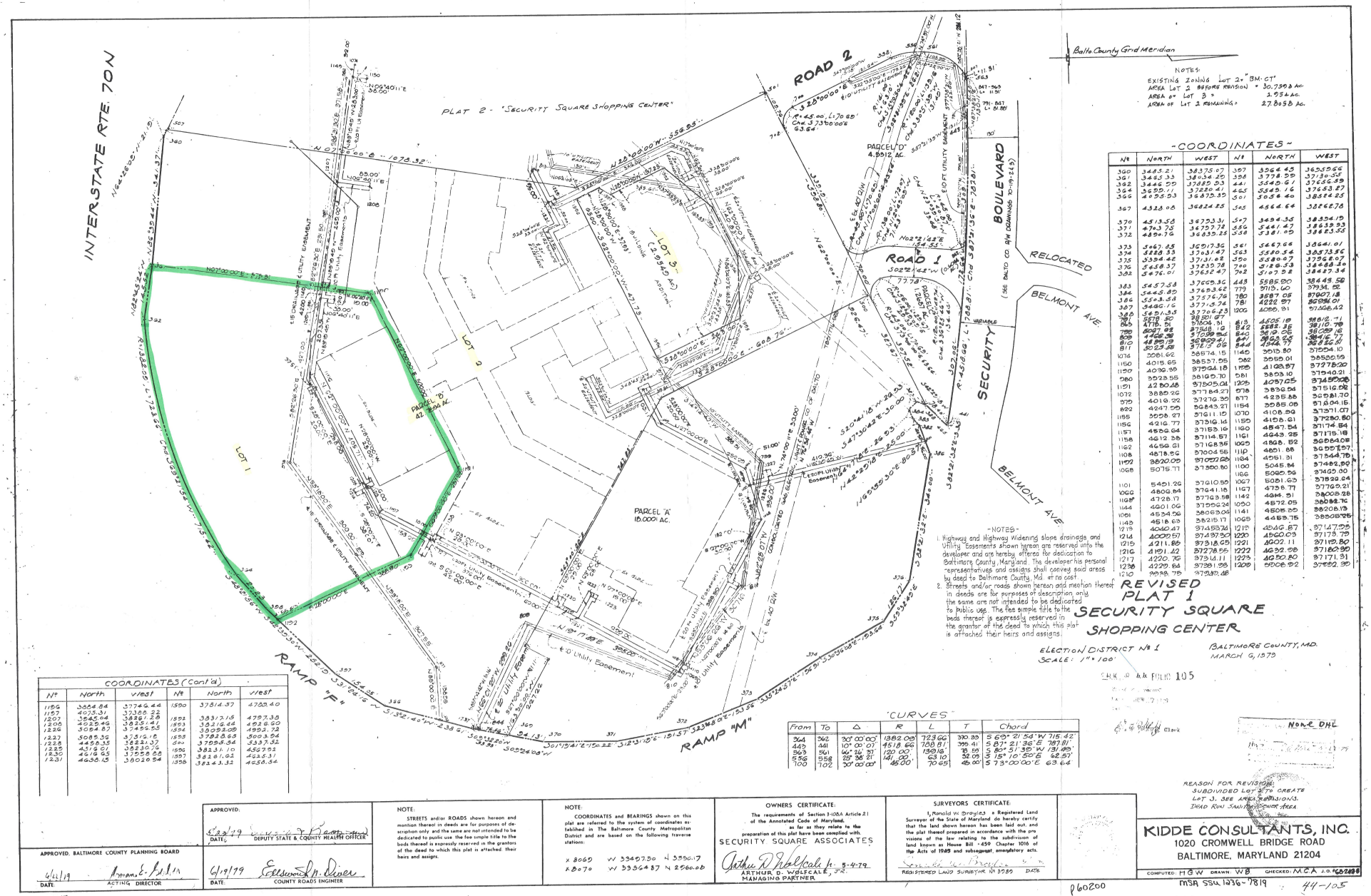
GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

Colbert Matz Rosenfelt, Inc.
*Engineers * Surveyors * Planners*
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

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. 13203 Expiration Date: 11-02-18

SCALE:	1" = 50'
DATE:	12/12/17
JOB NO.:	2010061.1
DESIGNED:	AJC
DRAWN:	AJC
CHECKED:	REM
FILE:	2010061-1 SEOUL PLAZA.DWG
DRAWING NUMBER:	ST-01
SHEET	1 OF 1

NO.	DATE	REVISIONS:	BY



-COORDINATES-

No	North	West	No	North	West
360	3483.21	38375.07	357	3564.43	36535.66
361	3483.33	38034.25	358	3778.29	37130.55
362	3446.29	37985.53	441	5540.61	37656.39
364	5650.11	37220.41	465	5545.16	37653.87
366	4295.53	36875.35	501	3056.40	38584.25
367	4328.08	36824.25	505	4564.64	38866.78
370	4513.58	36753.31	507	3496.35	38354.15
371	4703.75	36757.78	556	5461.47	38639.53
372	4894.76	36835.25	558	5381.09	38483.36
373	5467.65	36517.36	561	5457.66	38641.01
374	5228.33	37037.47	563	5520.54	38273.86
375	5334.45	37131.68	570	5580.07	37956.07
376	5458.37	37233.78	700	5188.53	38488.30
382	5476.01	37632.47	702	5147.54	38423.34
383	5457.58	37665.36	443	5585.90	38449.58
384	5445.80	37693.62	779	3719.60	37934.82
386	5503.58	37576.78	780	3587.08	37907.18
387	5446.16	37715.74	781	4232.57	38286.01
388	5413.35	37706.23	1200	4086.91	37466.42
389	5378.50	38501.67			
865	4716.51	37804.31	813	4505.19	39812.71
788	5071.98	37548.16	842	5882.38	38109.78
808	4462.38	37098.84	840	3819.05	38409.15
810	4189.79	36899.41	841	3963.45	38346.77
811	5029.88	37617.06	844	4542.79	38212.21
1074	3081.62	38574.15	1140	3515.80	37804.10
1150	4015.65	38537.55	582	3959.01	38530.59
1150	4036.98	37964.18	1155	4108.87	37775.20
980	3523.55	38169.70	581	3803.10	37940.21
1151	42 80.88	37805.04	1205	4097.25	37450.08
1072	3885.92	37784.27	578	3836.84	37516.02
979	4016.22	37276.35	877	4235.88	38581.70
822	4247.55	36843.21	1164	3585.08	37804.15
1155	3958.27	37611.15	1070	4108.89	37971.07
1156	4216.77	37396.14	1150	4108.61	37780.80
1157	4556.64	37183.16	1160	4547.84	37774.84
1158	4612.38	37114.57	1161	4643.25	37715.18
1162	4656.61	37168.38	1065	4858.52	38068.08
1108	4818.56	37004.56	1110	4851.88	38057.57
1157	3820.00	37007.28	1164	4961.31	37544.78
1068	5075.77	37800.80	1100	5045.84	37482.80
			1166	5065.56	37405.00
1101	5451.26	37910.58	1067	5021.63	37822.64
1066	4802.84	37941.18	1167	4738.77	37769.21
1108	4728.17	37763.58	1142	4844.51	38008.28
1144	4601.06	37596.24	1050	4872.05	38082.76
1061	4534.56	38093.04	1141	4605.55	38208.13
1149	4518.63	38215.17	1065	4455.75	38008.25
1219	4040.47	37453.74	1212	4542.87	37147.55
1214	4002.57	37497.90	1220	4960.05	37178.79
1215	4211.89	37318.65	1221	4902.11	37119.80
1216	4191.42	37278.55	1222	4932.98	37182.90
1217	4220.76	37341.11	1223	4950.80	37171.31
1238	4229.64	37381.98	1209	5006.92	37252.30
1210	4098.78	37400.48			

-COORDINATES (Cont'd)-

No	North	West	No	North	West
1196	3554.84	37746.44	1590	3781.437	4739.40
1157	4075.31	37388.22			
1207	3845.64	38282.28	1593	383).2.15	4737.38
1208	4025.96	38251.41	1593	3821.6.64	4736.00
1236	3954.83	37452.58	1594	3909.2.08	4992.72
1227	5085.36	37516.18	1595	3782.8.68	5003.84
1228	4469.35	38231.17	600	37895.54	5337.32
1225	4376.61	38236.76	1596	3823).10	456752
1230	4619.65	37958.88	1597	3816).62	4625.31
1231	4636.15	38026.54	1598	3824).32	4658.54

"CURVES"

From	To	Δ	R	L	T	Chord
364	362	30° 00' 00"	1382.09'	723.66'	370.33	S 69° 21' 54" W 715.42'
443	441	10° 00' 01"	4518.66'	788.81'	395.41	S 81° 21' 30" E 787.81'
563	561	46° 34' 37"	120.00'	139.18'	73.59	S 80° 51' 30" W 131.60'
556	558	25° 36' 21"	141.00'	63.10	32.09	S 15° 10' 50" E 62.57'
700	702	30° 00' 00"	45.00'	70.65	45.00	S 73° 00' 00" E 63.64'

APPROVED: BALTIMORE COUNTY PLANNING BOARD
6/22/79 DATE — ACTING DIRECTOR

APPROVED:
6/22/79 DATE — DEPUTY STATE & COUNTY HEALTH OFFICER

6/19/79 DATE — COUNTY ROADS ENGINEER

NOTE: STREETS and/or ROADS shown hereon and mention thereof in deeds are for purposes of description only and the same are not intended to be dedicated to public use the fee simple title to the beds thereof is expressly reserved in the grantors of the deed to which this plat is attached their heirs and assigns.

NOTE: COORDINATES and BEARINGS shown on this plat are referred to the system of coordinates established in The Baltimore County Metropolitan District and are based on the following traverse stations:
X 8069 W 3340730 N 3356017
X 8070 W 3336437 N 2560.00

OWNERS CERTIFICATE: The requirements of Section 3-108A Article 21 of the Annotated Code of Maryland, as far as they relate to the preparation of this plat have been complied with.
SECURITY SQUARE ASSOCIATES
Arthur D. Wolfgale Jr. 5-4-79
ARTHUR D. WOLFGALE, JR. MANAGING PARTNER

SURVEYORS CERTIFICATE: I, Ronald W. Brayton a Registered Land Surveyor of the State of Maryland do hereby certify that the land shown hereon has been laid out and the plat thereof prepared in accordance with the provisions of the law relating to the subdivision of land known as House Bill 459 Chapter 1016 of the Acts of 1965 and subsequent amendatory acts.
Ronald W. Brayton
REGISTERED LAND SURVEYOR No 3785 DATE

KIDDE CONSULTANTS, INC.
1020 CROMWELL BRIDGE ROAD
BALTIMORE, MARYLAND 21204
COMPUTED: MBW DRAWN: WB CHECKED: MCA J.O. #60200

160200
MSA SS4 1236-7819 44-105

Petitioner
CBA Exhibit 7

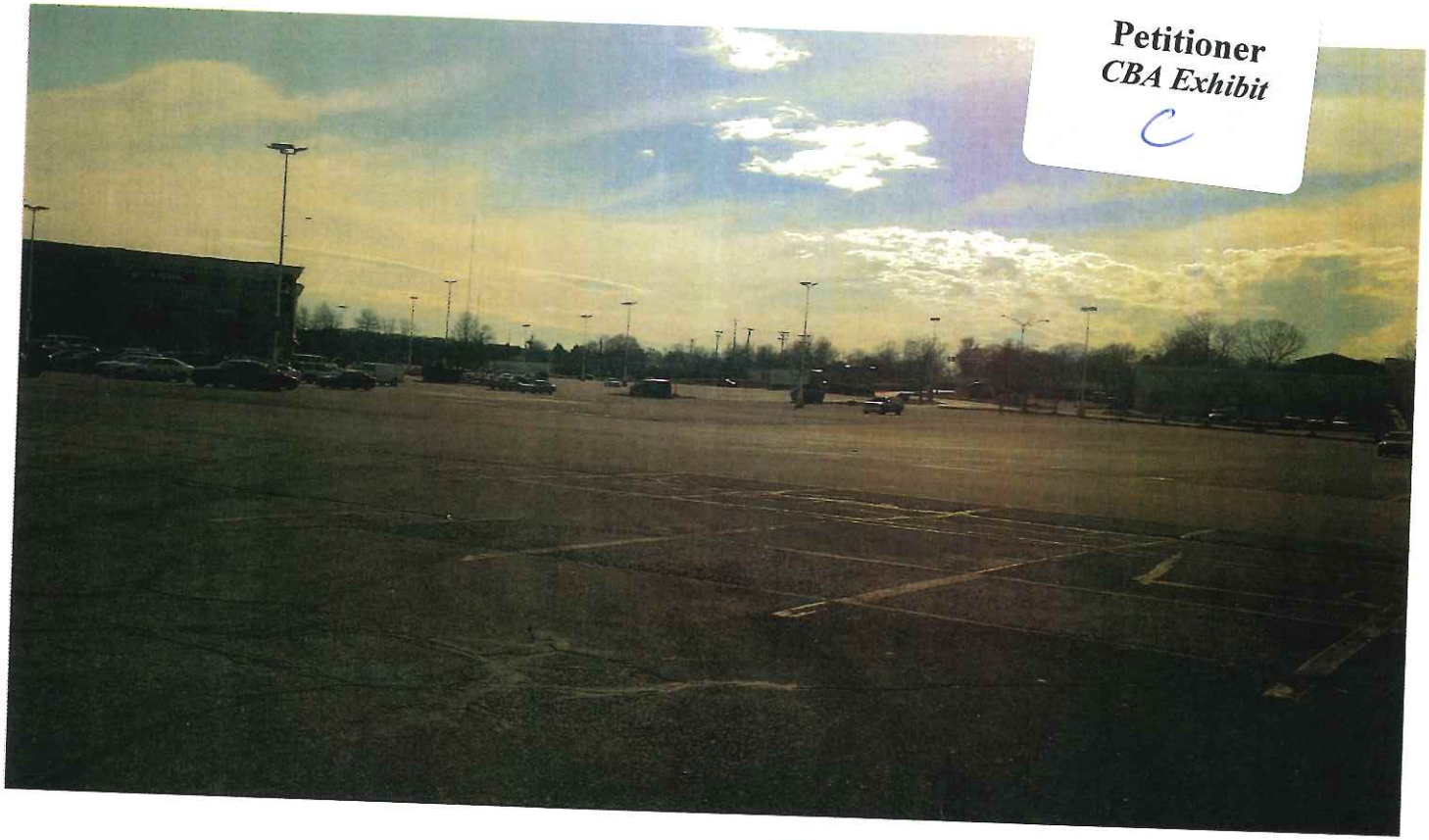
BALTIMORE COUNTY CIRCUIT COURT (Subdivision Plats, BA) Plat Book EHK, Jr. 44, p. 105, MSA_S1236_7819. Date available 10/19/2007. Printed 06/28/2018.

Petitioner
CBA Exhibit
10 A-L

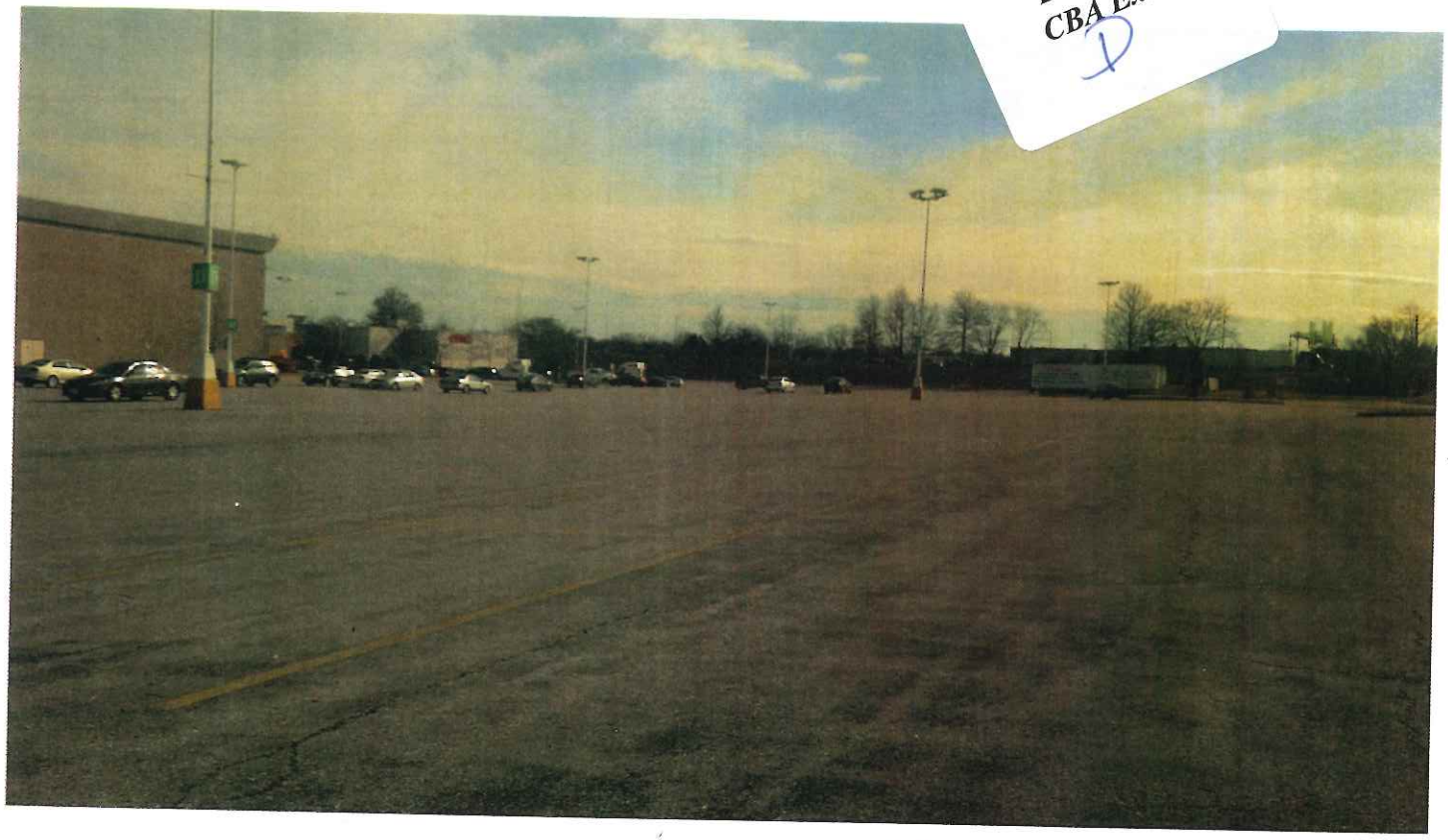
1

Petitioner
CBA Exhibit
B

2


Petitioner
CBA Exhibit
C

Petitioner
CBA Exhibit
D



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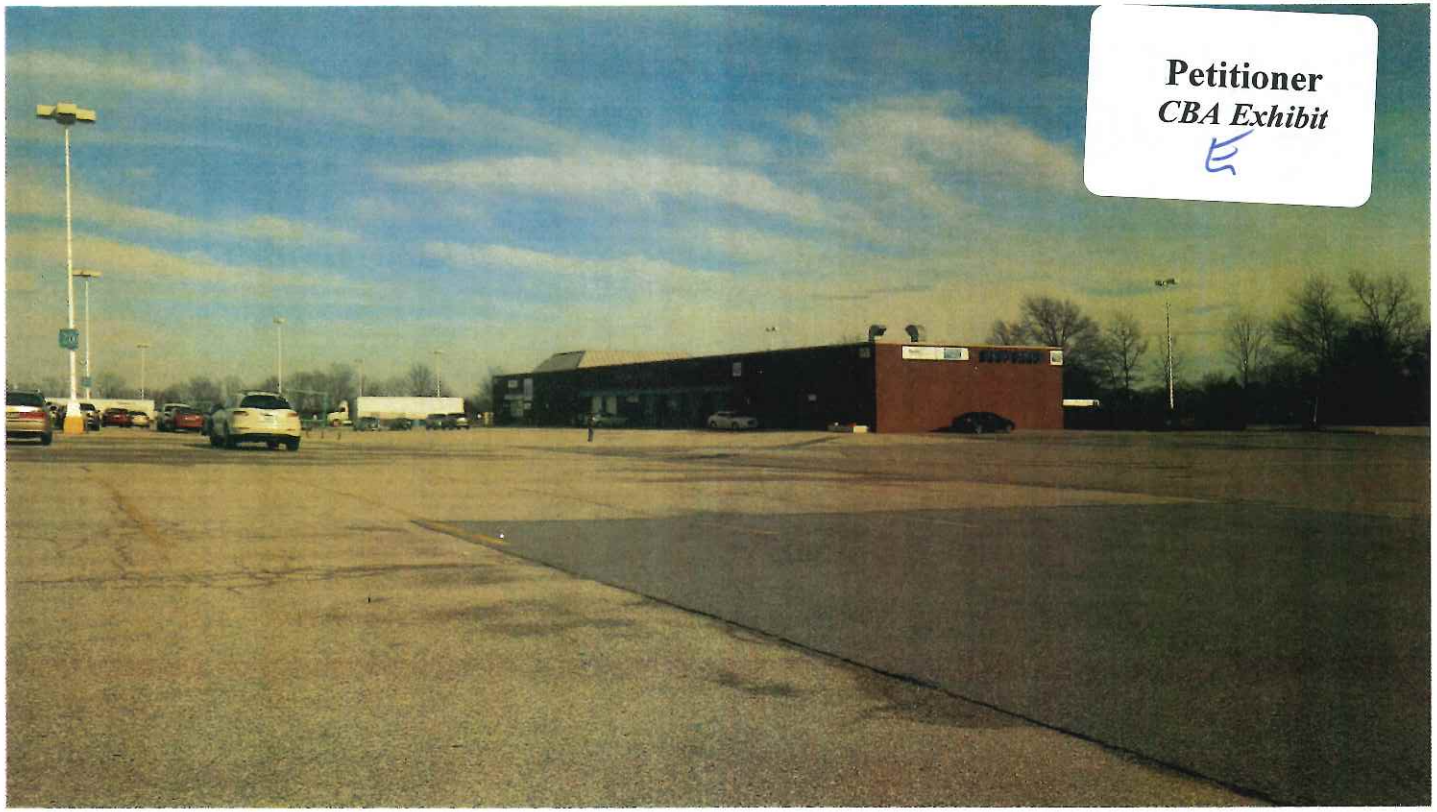
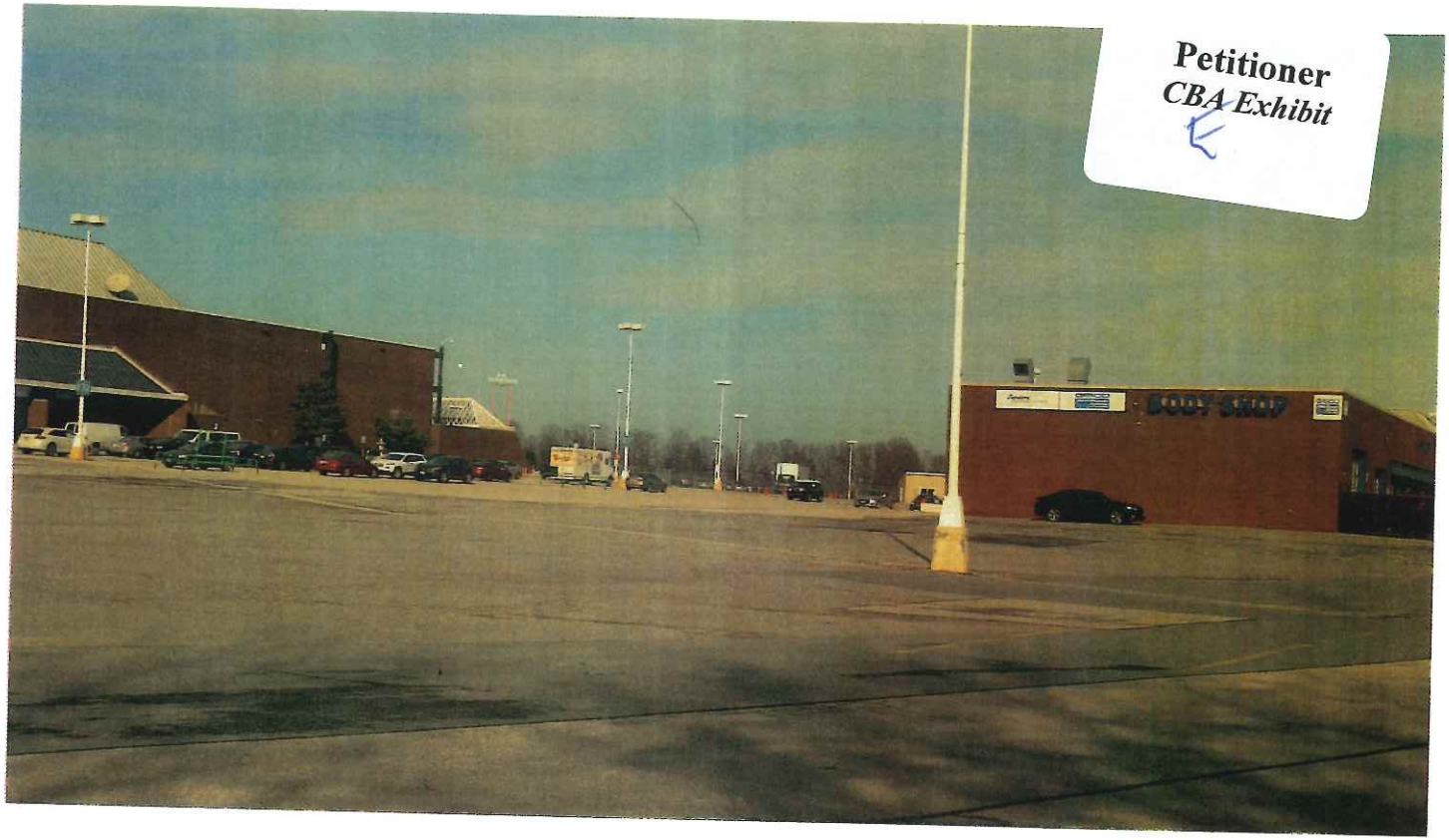
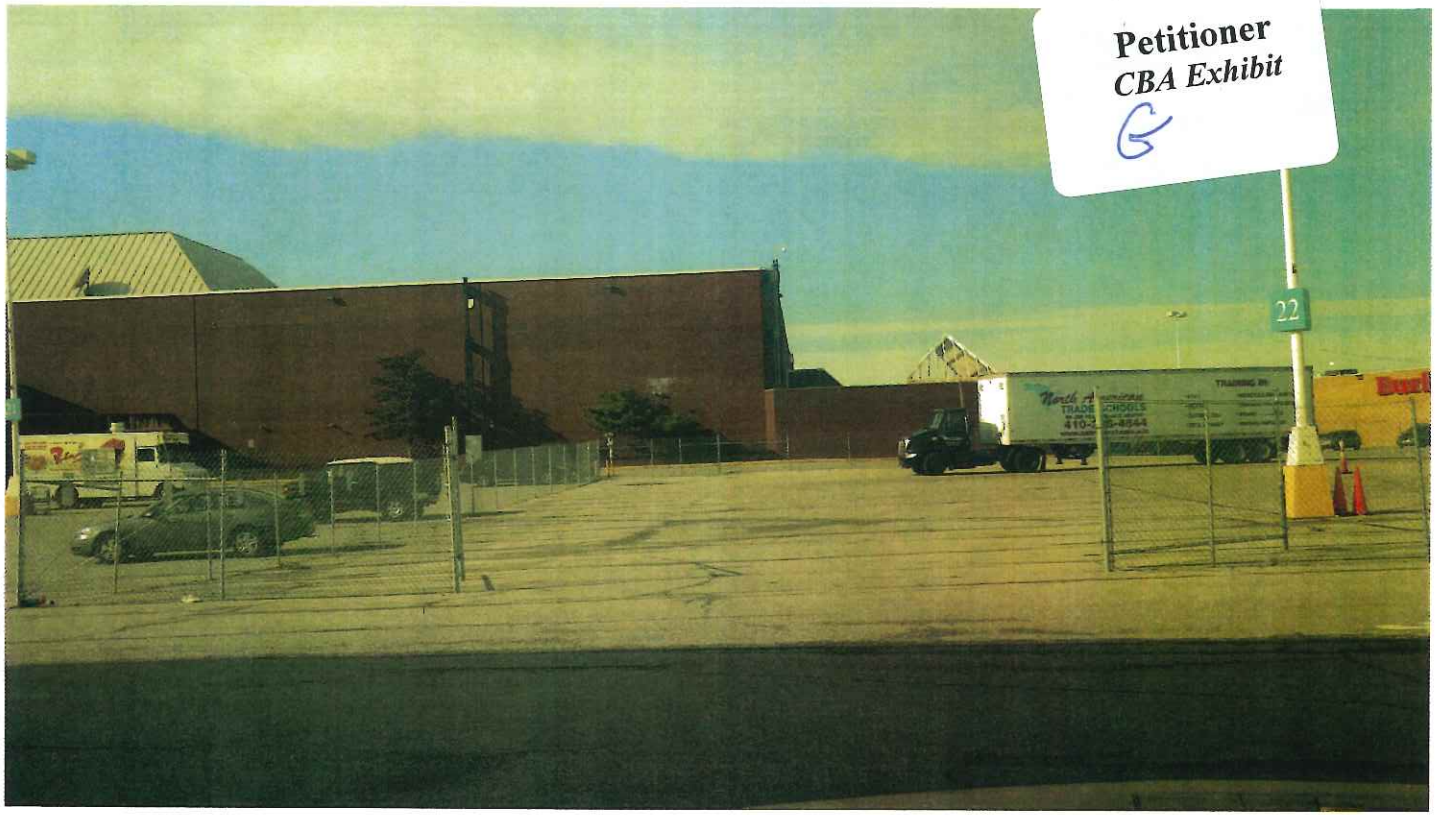

Petitioner
CBA Exhibit
E

Petitioner
CBA Exhibit
D

6


Petitioner
CBA Exhibit
E
BODY SHOP

Petitioner
CBA Exhibit
1
6901
OFFICE
GEICO


Petitioner
CBA Exhibit
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22

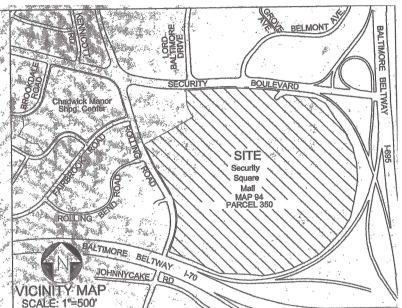
Petitioner
CBA Exhibit
11

10

11

PETITIONER'S

EXHIBIT NO. 4



SITE DATA:

ELECTION DISTRICT: 01
CENSUS TRACT: 4016.01
WATERSHED: 02130203
FLOODPLAIN: none
EXISTING ZONING: BM-CT ZONING MAP # 94C1
EXISTING USE: Shopping Center, Movie Theater & Offices
PROPOSED USE: Shopping Center, Movie Theater & Offices

GROSS AREA SITE (including 30' of surrounding roads (Rolling and Security Blvd): 4,057,002 SF +/-93.16 AC +/-
NET AREA OF SITE: SEE CHART BELOW:

LOT/PARCEL	TAX MAP/PARCEL	AREA (SF)	AREA (AC)	PLAT	DEED REFERENCE	TAX ACCOUNT NUMBER	OWNER NAME	OWNER ADDRESS
PARCEL A	94/350	784,080	18.0001	44/335	No Deed Ref Listed	1800030398	SEARS ROEBUCK AND CO.	5555 BEVERLY ROAD HOFFMAN ESTATES, IL 60192
PARCEL B, LOT 1	94/350	522,384	11.9996	35/141	9414/43	1600003078	BLUE OCEAN SEOUL PLAZA LLC	6025 RIDGEWOOD ROAD BALTIMORE, MD 21225
PARCEL B, LOT 2	94/350	1,211,221	27.8058	44/335	29076/480	1800030397	SEC SQUARE HOLDING LLC	6885 SECURITY BOULEVARD BALTIMORE, MD 21244
PARCEL B, LOT 3	94/350	128,715	2.9549	44/335	6302/109	1800030398	MAY DEPARTMENT STORES CO.	7 W. 7TH ST CINCINNATI, OH 45202
PARCEL B, LOT4	94/350	88,862	2.04	35/141	9414/43	1600003078	BLUE OCEAN SEOUL PLAZA LLC	6025 RIDGEWOOD ROAD BALTIMORE, MD 21225
PARCEL C	94/355	55,425	1.2667	44/335	8307/180	1700004397	ASSOCIATED DRY GOODS CORP.	7 W. 7TH ST CINCINNATI, OH 45202
PARCEL D	94/350	197,927	4.5322	35/141	8307/180	1700004395	ASSOCIATED DRY GOODS CORP.	7 W. 7TH ST CINCINNATI, OH 45202
PARCEL E	94/351	691,851	15.8182	35/142	2931/141	1600003467	SECURITY MARES LLC	1212 YORK ROAD, STE C300 LUTHERVILLE, MD 21093
PARCEL F	94/351	89,734	2.0549	35/142	27277/326	1700004390	J B G STONE LLC	6320 LIVINGSTON ROAD OXON HILL, MD 20745
PARCEL G, LOT 4	94/351	148,353	3.3397	47/272	8307/180	1900003398	ASSOCIATED DRY GOODS CORP.	7 W. 7TH ST CINCINNATI, OH 45202
ROAD 1	94/350	26,138	0.6	35/141	29076/480	1600003470	SEC SQUARE HOLDING LLC	6885 SECURITY BOULEVARD BALTIMORE, MD 21244
ROAD 2	94/350	47,480	1.0899	35/142	29076/480	1600003471	SEC SQUARE HOLDING LLC	6885 SECURITY BOULEVARD BALTIMORE, MD 21244
ROAD 3	94/350	27,462	0.6299	35/142	29076/480	1600003472	SEC SQUARE HOLDING LLC	6885 SECURITY BOULEVARD BALTIMORE, MD 21244
ROAD 4	94/350	4,200	0.1	35/142	29076/480	1600003469	SEC SQUARE HOLDING LLC	6885 SECURITY BOULEVARD BALTIMORE, MD 21244

FLOOR AREA RATIO ALLOWED: 6.60
FLOOR AREA RATIO PROPOSED: 0.32 - 1,313,534 SF / 585,344 SF (Existing Retail, Anchor Stores, and Mall + 91,690 SF Existing Outparcel, + 121,800 SF 2nd CRG Office bldg + 121,800 SF Proposed Office bldg)/ 4,057,002 SF (gross area of site including 30' of surrounding roads)

AMENITY OPEN SPACE RATIO:
REQUIRED: 0.10 (0.1 x 1,313,534 SF = 131,353 SF)
PROVIDED: 0.34 (441,353 SF of amenity open space / 1,313,534 SF total of all buildings on site)

Zoning History

1. East side of Rolling Rd., ~1200 ft. North of Belmont Ave, Zoning Case 59-35-A Petition for Zoning Reclassification from an R-6 to an B-L, Zone. Petition granted -October 18,1958.

2. The Security Square Mall site has been the subject of a series of early reclassification cases which preceded actual planning and development of the shopping center. They include:
   a. Zoning Case 9662 Charles O. and Mary S. Boles, owners. Reclassified unplatted public land (R-6) to M.L. and M.L.R. Granted by the Zoning Commissioner on May 30, 1963.
   b. Zoning Case 9836 Zayed Klinger, owner. Reclassified unplatted public land (R-6)to M.L. and M.L.R. Granted by the Zoning Commissioner on August 26, 1964.

3. Comprehensive Zoning Maps sub sequently changed previous M.L. and M.L.R. zoning to the current B.M. - C.T., when the site was designated as a Town Center by the Planning Board. The 1989 Comprehensive Zoning Map retained Loyola's current B.M. - C.T. zoning.

4. Zoning Case 73-424 requested a variance to permitted sign height and area for two freestanding center identification signs. The requests were granted with restrictions on December 1, 1972 by the Deputy Zoning Commissioner. On appeal, the Board of Appeals denied the variances on August 23, 1973. An appeal to the circuit court was dismissed at request of petitioner on September 24, 1973.

5. Zoning Case 76-108X requested a special exception for an amusement center in a 1,407 square foot interior mall store. The petition was denied by the Deputy Zoning Commissioner on December 13,1975. On June 12, 1976, the Board of Appeals granted the special exception for an amusement center subject to:
   a. That this Special Exception would be valid for only on a year from the date of the opening of the game room. Prior to expiration of petition, Petitioner shall apply to the Department of Permits and Development Management for the discretion of the Zoning Commissioner, whether or not the Special Exception should be extended.
   b. That this business shall be operated by the owners of the mall and may not be sublet to other operators.
   c. That this use shall be confined only to the 1,407 square feet originally applied for and shall not be expanded.
   d. That no more than 30 machines shall be in operation at any one time.
   e. That this game room shall be open to business only from 10:00 a.m. to 9:50 p.m. Monday through Saturday.
   f. That all security measures be enforced to prevent loitering and discorderly conduct detrimental to adjacent businesses.
   The Special Exception was utilized.

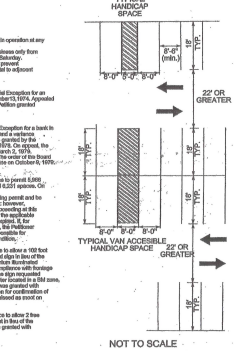
6. Zoning Case78-136-SPH -Petition for Special Exception for an Amusement Center. Petition Denied December13,1974. Appealed to the Baltimore County Board of Appeals-Petition granted w/restrictions June 12, 1979

7. Zoning Case 79-77XA requested a Special Exception for a bank in an M.L.R. zone pursuant to Section 240.4 and a variance pursuant to Section 255.4 The petition was granted by the Deputy Zoning Commissioner on July 11, 1979. On appeal, the Board of Appeals granted the petition on March 3, 1976. The Special Exception was granted subject to restrictions. The Board of Appeals was affirmed by Judge Schaefer on October 9, 1979. The special exception was utilized.

8. Zoning Case 89-205A requested a variance to permit 5,089 square feet of signage and 6,231 square feet of parking spaces, OR petition with the following restrictions:
   a. The Petitioner may apply for his building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at his own risk until such time as the applicable appellate process from this Order has expired. If, for whatever reason, this Order is reversed, Petitioner would be required to return, and be responsible for returning, said property to its original condition.

9. Zoning Case 95-297-A requested a variance to allow a 102 foot high pylon sign with a total of 680 square feet in lieu of the allowed 20 foot high, 150 square foot maximize freestanding signs. Also a request was made to confirm compliance with frontage requirements or in the alternative to allow the sign requested along an interstate ramp for a shopping center located in a BM zone, CT district. The petition for a sign variance was granted with requirements on March 31,1995. The petition for confirmation of frontage requirements compliance was dismissed as moot on March 31, 1995.

10. Zoning Case 00-351-A requested a variance to allow 2 free standing signs with a total of 680 square feet in lieu of the permitted 150 square feet. The request was granted with restrictions on March 7, 1900.



DEVELOPMENT HISTORY:

-Original Hearing Before the Board of CRG meeting was approved July 19, 1990
-2003 Request for Final Refinement (2nd) # WP90-203 Approved 4/8/1991 - To add Kids R' Us bldg on Parcel F
-Second Refinement for first of two(2) proposed 121,000 sf Office Buildings on Parcel 'B' per CRG # 03-0208A
-Third Refinement for second of two(2) proposed 121,800 sf Office Buildings on Parcel 'B' per CRG # 03-0208A
-Fourth Refinement requested for a subdivision of Parcel B, Lot A, to be two separate parcels (Lot 1 & Lot 2) and to add Parcel E (Parcel E - Additional parcel requested with associated landscaping area on existing Parcel A, Lot 2). The revised parking total for Security Square Mall will increase to 5,494 spaces.

SIGNAGE: Existing to remain none proposed at this time(however any future signage proposed for the Mall will be reviewed for compliance in effect at the time of the original CRG approval or variance approval).

UTILITIES: SITE IS SERVICED BY EXISTING PUBLIC WATER AND SEWER.

RADIO SERVICE NOTE: With the exception of being within an area of special concern for sewer service, there are no building or impending building service restrictions for this property. Mr. Steve Lafferty of the Baltimore County Public Works has confirmed that this project was processed through the CRG review and approval process per the Bill Adkins letter dated 11/29/2005.
The "Bureau of Traffic Engineering and Transportation Planning" has confirmed that the subject site is not within a traffic-sensitive area.

SHARED PARKING ANALYSIS

	Size	Units	Parking Req'd./unit	Units	Parking Required	Weekday Daytime Percent	Weekday Daytime Demand	Weekday Evening Percent	Weekday Evening Demand	Weekend Daytime Percent	Weekend Daytime Demand	Weekend Evening Percent	Weekend Evening Demand	Nighttime Evening Percent	Nighttime Evening Demand
Proposed Office Medical or General(per 2nd refined CRG)	121,800	sf	1/1000-sf		609	100	609	10	61	10	61	5	31	5	31
Proposed Office Medical or General(per 3rd refined CRG)	121,800	sf	1/1000-sf		609	100	609	10	61	10	61	5	31	5	31
Transit Adjustment for Office Uses 5%															
Existing Shopping Center (from 2003 DWM Parking Plan)	243,600	sf	1/1000-sf		-61	100	-61	10	-6	10	-6	5	-3	5	-3
	1,016,000	sf	1/1000-sf		5,081	60	3,049	90	4,573	100	5,081	70	3,557	5	256
Existing Theater	2,532	seats	0.25	seat	633	40	254	100	633	80	507	100	633	10	64
Totals					6,871		4,460		5,322		5,704		4,249		378

Total Number of Spaces Required based on Shared Parking Analysis: 5,704 spaces

* In Zoning Case 86-200-A a parking-variance was granted to allow 5,966 spaces in lieu of the 6,231 spaces that were required (Variance of 265 parking spaces)

Total Parking Required	5,704 Spaces
Less Variance Granted	-265 Spaces
Total Parking Required with Variance	5,439 Spaces
Parking Added by Fourth Refined C.R.G.	24 Spaces
Total Parking Provided	5,494 Spaces

The method of interior area calculations was based on the exterior perimeter of each building multiplied by one square foot subtracted from the exterior area to give an approximate interior area allowing for one foot wall thickness

GENERAL NOTES:

1. PURPOSES OF THIS REFINED CRG PLAN:
   SUBDIVISION OF PARCEL "B" LOT 1 INTO TWO LOTS (LOT 1 AND LOT 4)
2. NO NEW DEVELOPMENT IS PROPOSED ON LOT 1 OR LOT 4.
3. EXISTING USE: MIXED USE/RETAIL ON LOT 1 AND AN AUTOBODY SHOP ON LOT 4.
   PROPOSED USE: SAME
4. PARKING REQUIREMENTS PER BCZR SECTION 409:AUTOMOTIVE BODY SHOP (LOT 4):
   3.2 SPACES PER 1,000 SF @ 13,759 SF = 45 SPACES
   PARKING PROVIDED ON LOT 4, PARCEL "B",
   PER THIS 5TH REFINED C.R.G PLAN: 55 SPACES
5. SPECIAL HEARING REQUESTED:
   TO AMEND PREVIOUS CASE NUMBER 86-200-A AND ANY OTHER PREVIOUSLY APPROVED PLANS, THERE IS NO SPECIFIC RECIPROCAL PARKING AGREEMENT IN EFFECT AT THIS TIME. THERE WILL BE NO OBSTRUCTION OR INTERFERENCE WITH EXISTING PARKING CIRCULATION ON THE SITE.
6. THE BOUNDARY SHOWN HEREON IS TAKEN FROM "PLAT ONE SECURITY SQUARE SHOPPING CENTER" DATED SEPTEMBER 26, 1972 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN PLAT BOOK SM 51 FOLIO 145 AND DOES NOT REPRESENT A FIELD RUN SURVEY.
7. THE CONSENT SPECIAL APPEALS STRUCK DOWN THE ENTIRE SHOPPING CENTER RECIPROCAL PARKING AGREEMENT. LOTS 1 AND 4 SHALL ENTER INTO THEIR OWN RECIPROCAL PARKING AGREEMENT.

Petitioner CBA Exhibit 15

BALTIMORE COUNTY, MD
COUNTY REVIEW GROUP
CRG APPROVAL DATE 7/11/90 CRG NUMBER 01-351A
REFINEMENT/AMENDMENT NUMBER 4th
APPROVED FOR DPW
APPROVED FOR PLANNING

RECEIVED
MAY 1 2 2011
OFFICE OF PLANNING

Received
APR 2 9 2011
Dept. of Permits and Development Management

Dewberry
Dewberry & Davis LLC
1000 BERRYWOOD LANE
LANHAM, MD 20706
PHONE: 301.731.5001
FAX NO. 731.0418

Professional Certification
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer (Land) under the laws of the State of Maryland.
License No. 13093 Expiration Date: 12/31/2012

NO.	DATE	revisions
1	12/12/2017	FIFTH REFINED C.R.G. PLAN

Colbert Matz Rosenfelt, Inc.
Engineers * Surveyors * Planners
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

PLAN TO ACCOMPANY ZONING HEARING
FIFTH ~~FOURTH~~ REFINED C.R.G PLAN
SECURITY BOULEVARD
SECURITY SQUARE SHOPPING CENTER
BALTIMORE COUNTY, MARYLAND ELECTION DISTRICT — 1 — P.J.L. NUMBER — 01-150 —
12/12/2017 COUNCILMANIC DISTRICT — 01 — DRD NUMBER — 012B01A
SHEET 1 OF 1

Protestant
CBA Exhibit
1

Stephen A. Warfield, P.E.
10540 York Road, Suite M
Hunt Valley, Maryland 21030
(410) 683-7004

Professional Registration

Registered Professional Engineer - Civil Engineering 1995 - Maryland P.E. # 21162

Education

B.S. Civil Engineering - 1990 - University of Maryland, College Park
Master of Environmental Engineering - 1994- Johns Hopkins University

Professional Experience

12/94-Present	Matis Warfield, Inc.; 10540 York Road, Suite M; Hunt Valley, Maryland 21030: Currently employed as a principal at Matis Warfield, Inc. Responsible for civil engineering services for the development community. Responsibilities include; planning, design, development, and permitting for site development projects. Responsibilities include; feasibility studies, concept plans, development plans, zoning plans, expert witness testimony, floodplain studies, open channels, stormwater management facilities, storm drain systems, erosion and sediment control plans, highways, pumping stations, utilities, specification development, cost estimating, grading, alternatives analysis, critical area analysis, project management, marketing, administration, client relations, etc.
5/91-12/94	Gannett Fleming, Inc.; Suite 200; East Quadrangle; The Village of Cross Keys; Baltimore, Maryland 21210: Supervisors: Fred Wagner-Project Manager, and Dave Ross-Office Manager Employed as a project engineer by Gannett Fleming, Inc., Baltimore Maryland. Responsible for design and specification development for water treatment plant process design, wastewater treatment plant process and site design, pumping station design, open channel design, stormwater management design, erosion and sediment control design, drainage studies, alternatives analysis, and highway designs.
6/90-5/91	George William Stephens, & Associates, Inc.; 658 Kenilworth Drive; Towson, Maryland 21204: Supervisor: Tapobrata Chakrabarti, Partner Employed as a design engineer by George William Stephens Jr. & Associates, Inc., Towson, Maryland. Performed floodplain studies, designed stormwater management facilities, and designed open channel flow systems for residential, commercial, and industrial development projects. Responsibilities also included development of computer programs to aid stormwater management design.

Professional Affiliations

Baltimore County Engineers Association
Home Builders Association of Maryland
Maryland Society of Professional Engineers

IN RE:	**PETITION FOR SPECIAL HEARING (6901 Security Boulevard)**	*	BEFORE THE
		*	OFFICE OF
	1st Election District 1st Councilmanic District	*	ADMINISTRATIVE
Blue Ocean Seoul Plaza, LLC, *Legal Owner*		*	HEARINGS
		*	
	Petitioner		
		*	Case No.: 2018-0161-SPH

* * * * * * * * * * * * * *

NOTICE OF APPEAL TO COUNTY BOARD OF APPEALS

Shirley and Jeff Supik, 3525 North Rolling Road, Rockdale, Maryland 21244, Appellants by their attorney, ***J. Carroll Holzer, Esquire***, being aggrieved by the Decision of Administrative Law Judge's Opinion and Order in Case No.: 2018-0161-SPH, in the above-captioned matter dated February 21, 2018, and attached hereto.

Filed concurrently with this Appeal is Appellants' check made payable to Baltimore County to cover the costs of Appeal.

Respectfully submitted,

RECEIVED
MAR 22 2018
OFFICE OF
ADMINISTRATIVE HEARINGS

J. CARROLL HOLZER, Esquire
J. CARROLL HOLZER, P.A.
508 Fairmount Avenue
Towson, Maryland 21286
410-825-6961
jcholzer38@gmail.com
Attorney for Appellants

Protestant
CBA Exhibit
1

LAW OFFICE
HOLZER AND LEE
THE 508 BUILDING
508 FAIRMOUNT AVENUE
TOWSON, MARYLAND
21286

(410) 825-6961
FAX: (410) 825-4923

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 22nd day of March, 2018, a copy of the foregoing Notice of Appeal was mailed, postage, pre-paid to:

Timothy M. Kotroco, Esquire
305 Washington Avenue
Suite 502
Towson, Maryland 21204
Attorney for the Developer

County Board of Appeals
Jefferson Building
105 West Chesapeake Avenue
Second Floor, Suite 203
Towson, Maryland 21204

J. Carroll Holzer

J. CARROLL HOLZER, Esquire

LR - Easement
(No-Taxes) Recording 75.00
Fee
Grantor Name: BLUE
OCEAN SEOUL PLAZA LLC
Reference/Control #:
LR - Easement
(No-Taxes) Surcharge 40.00
Subtotal: 115.00
Total: 129.00
04/29/2016 01:36
CC03-LL
Baltimore County/CC03.01.06 -
Register 06

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is entered into effective as of the 29th day of April, 2016 (the "Effective Date") by and between Blue Ocean Seoul Plaza, LLC, a Maryland limited liability company ("Blue Ocean") and Sec Square Holding LLC, a Maryland limited liability company ("SSH"). Hereinafter, SEC Square and Blue Ocean will be referred to, collectively, as the "Parties" and individually "Party."

W I T N E S S E T H:

WHEREAS, SSH is the owner of certain land, and the building and improvements situated thereon, located in the County of Baltimore, State of Maryland, and more particularly described in Schedule A attached hereto and incorporated herein by reference (the "SSH Parcel");

WHEREAS, Blue Ocean is the owner of certain land adjacent to the SSH Parcel, and the buildings and improvements situated thereon, located in the County of Baltimore, State of Maryland, and more particularly described in Schedule B attached hereto and incorporated herein by reference (the "Blue Ocean Parcel");

WHEREAS, Blue Ocean, as Landlord, and North American Training School ("NATS"), as Tenant, are negotiating a lease for NATS to use a portion of the Blue Ocean Parcel for the training of truck drivers "NATS Lease"); and

WHEREAS, in connection with the NATS Lease, Blue Ocean wishes for SSH to provide to Blue Ocean, and SSH has agreed to provide to Blue Ocean, certain vehicular parking, fencing and access rights in and with respect to the portion of the SSH Parcel identified on Schedule C attached hereto and incorporated herein (herein, the "Burlington Parcel").

NOW, THEREFORE, for Ten Dollars ($10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Blue Ocean and SSH hereby agree as follows:

1. **Easements.**

   a. As of the Effective Date and continuing for sixteen (16) years thereafter (the "Easement Term"), SSH hereby grants and conveys to Blue Ocean, for the benefit of the Blue Ocean Parcel, a non-exclusive easement over and across the Burlington Parcel for pedestrian and vehicular ingress and egress.

   b. As of the Effective Date and continuing for sixteen (16) years thereafter, SSH hereby grants and conveys to Blue Ocean, for the benefit of the Blue Ocean Parcel, a non-exclusive easement over the parking areas situated within the Burlington Parcel for the operation of a training facility for truck drivers by NATS or appropriate use by another tenant of the owner of the Blue Ocean

Protestant
CBA Exhibit
2

Return to:
Residential Title & Escrow Company
100 Painters Mill Road, Suite 200
Owings Mills, MD 21117
410-653-3400
File # ttl p

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0131, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

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Parcel.

2. **Maintenance and Operation of the Burlington Parcel.**

a. During the Easement Term, Blue Ocean and SSH shall equally maintain, repair and replace the Burlington Parcel as necessary in order for the Burlington Parcel to remain in good condition and repair, including, without limitation, resurfacing and replacement of the paved areas thereon as often as reasonably necessary, and in conformity with the requirements of all applicable laws, codes and ordinances. The Party that contracts for the repair shall present the invoice for the repair to the other Party, with either proof of payment or notification that the receiving Party must pay its one-half share of the costs directly to the company that performed the repair, within thirty (30) days of receipt of the invoice. If payment is not received within thirty (30) days, the nonpaying Party shall pay any interest expense owed to the vendor or interest at the prejudgment legal rate (from the date of presentment of the invoice to the date of payment) to the Party that paid the invoice. The Parties agree that either Party can proceed with resurfacing or replacing the paved area if the cost is $10,000 or less. For any projects in excess of $10,000, the Parties agree to consult on the project before contracting to have the property paved or resurfaced. If an agreement cannot be reached, the Parties agree to consult with a mutually respected third party. If the parties cannot agree on a specific third party, each Party should draft a list of five respected third parties and present that list to the other Party. If there is no agreement from the lists, both Parties may strike four names from the other Party's list. A third party will be selected from the two remaining names by a flip of the coin.

b. During the Easement Term, SSH shall, at its sole cost and expense, keep the Burlington Parcel fully lit from dusk until midnight.

c. During the Easement Term, SSH shall not, without the prior written consent of Blue Ocean:

i. Alter the layout or configuration of the Burlington Parcel;

ii. Reduce the number or size of the parking spaces situated on the Burlington Parcel;

iii. Construct or install any improvements on the Burlington Parcel; or

iv. Construct any curbs, fences, walls or barriers in or around the Burlington Parcel which would serve to prevent or impair access to or use of the Burlington Parcel for the purposes contemplated in this Agreement; or

v. Use or attempt to use the Burlington Parcel in any manner which would interfere with or be inconsistent with the rights granted hereunder.

3. **Failure to Comply.**

a. In the event that SSH shall violate or fail to comply with any provision of this Agreement, and such violation or failure shall remain uncured for seven (7) days following written notice by Blue Ocean to SSH thereof, Blue Ocean shall be entitled to, but shall not be obligated to:

(i) Cure such violation or failure for the account of and at the expense of SSH. In such event, all costs and expenses incurred by Blue Ocean in so curing such violation or failure shall be paid by SSH promptly upon demand.

(ii) If the violation is in regard to Paragraph 2 c of this Agreement, SSH shall pay to Blue Ocean the sum of $9,000.00 per month, or any portion thereof on a day-to-day basis, for as long as SSH's violation shall continue or shall have continued; and

(ii) Commence and prosecute any proceedings at law or in equity in connection with such violation or failure, and to pursue any other rights or remedies available at law or in equity in connection with such violation or failure; provided, however, that no breach of this Agreement or default by either Party shall entitle the other Party to terminate or cancel this Agreement during the Easement Term.

4. **Covenants Running with the Land; Beneficiaries; Recordation.**

a. This Agreement, and the easements, covenants, restrictions and provisions set forth herein in connection with the Burlington Parcel, shall be deemed covenants running with the land, and shall be binding upon the SSH Parcel and the owner thereof, and shall inure to the benefit of the Blue Ocean Parcel and to NATS and any tenant of the owner of the Blue Ocean Parcel during the Easement Term, and their respective agents and employees, contractors, tenants, customers, guests, licensees and invitees (collectively, the "Benefitted Parties").

b. The easements conveyed by SSH herein with respect to the Burlington Parcel may be enjoyed by Blue Ocean and the Benefitted Parties.

c. Upon execution and delivery of this Agreement, this Agreement shall be recorded in the Land Records of the County Clerk of Baltimore County, Maryland.

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BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0134, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

5. **Miscellaneous.**

a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland.

b. In the event that any provision set forth in this Agreement shall be determined to be invalid or unenforceable, same shall in no way affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

c. The section headings at the commencement of the various sections and subsections of this Agreement are for reference and identification only, and shall not in any way be deemed to limit or define the contents of such sections or subsections.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this Agreement as of the day and year first set forth above.

WITNESS/ ATTEST: **SEC SQUARE HOLDING, LLC**

By: _____
Printed Name: Jack Friedler
Member

WITNESS/ ATTEST: **BLUE OCEAN SEOUL PLAZA LLC**

_____

By: _____
Printed Name: Jonathan Ehrenfeld
Member

[Acknowledgments follow.]

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0135, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this Agreement as of the day and year first set forth above.

WITNESS/ ATTEST: **SEC SQUARE HOLDING, LLC**

_____ By: _____
Printed Name: Jack Friedler
Member

WITNESS/ ATTEST: **BLUE OCEAN SEOUL PLAZA LLC**

_____ By: _____
Printed Name: Jonathan Ehrenfeld
Member

[Acknowledgments follow.]

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0136, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0137, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

ACKNOWLEDGMENTS

STATE OF New York)
) ss:
COUNTY OF Kings)

On the 7th day of June, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Yakov Friedler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Y. A. Alausa
Notary Public

AMINAT YETUNDE ALAUSA
Notary Public - State of New York
NO. 01AL6303989
Qualified in Kings County
My Commission Expires May 19, 2018

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGMENTS

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF Maryland)
) ss:
~~COUNTY~~ City OF Baltimore)

On the 10th day of May, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Ehrenfeld, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JESSICA J MACKEY NOTARY PUBLIC CITY OF BALTIMORE, MD.

J Mackey
Notary Public

exp 4/15/18

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0138, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

Attorney Certification

I CERTIFY that this document was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Erin H Murphy

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EXHIBIT A

Legal Description of the SSH Parcel

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PARCEL I

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Baltimore County, Maryland, being more particularly described as follows:

Beginning for the same at a point on the west Right-of-Way Line of Interstate Route 70N,as shown on State Roads Commission of Maryland Plat No. 26403, said beginning point being opposite Station 509 + 00.00 along the base line of right-of-way of Ramp E, as shown on said plat, running thence binding on the west and northwest Right-of-Way line, as shown on said plat, three courses: (1) South 09'32' 20'West 93.93 feet, (2) South 13'21' 40'West 238.61 feet, and (3) South 31'24' 16" West 154,05 feet to a point In the first or North 42'34' 39" East 2407.02 foot line of the land conveyed by Jon Grason Turnbull and others, executors and trustees, to Zanvyl Krieger by Deed dated October 19, 1960 and recorded among the Land Records of Baltimore County In Liber WJR 3770, folio 32, thence binding reversely on a part of said last mentioned line, (4) South 42'39' 30" West 196.30 feet, (5) North 28'00' 00" West 388.80 feet, (6) North 63'00' 00" West 257.95 feet, (7) South 62'00' 00" West 520.00 feet, (8) South 07' 00' 00'West 575.31 feet, (9)'North 86'39' 44" West 341.37 feet, and (10) North 64'26' 09'West 21.19 feet to the beginning of the tenth line of the 42.7594 acre parcel described In the Deed from Zanvyl Krieger to Security Square, Inc., dated April 7, 1971 and recorded among the aforesaid Land Records in Liber OTG 5178, folio 216, thence binding on the outlines of said last mentioned land four courses: (11) North 07'00'00" East 1078.32 feet,(12) North 28'00'00" West 556.95 feet, (13) North 62'00'00" East 598.80 feet, and (14) South 28'00' 00" East 608.76 feet, thence along the fourteenth line of said land, and to and along the eighteenth line thereof and continuing the same course, In all, (15) South 63'00' 00" East 747.63 feet, thence (16) North 27'00' 00" East 71.11 feet to a point In the last line of said last mentioned land, and thence binding on a part thereof, (17) South 63'00' 00" East 227.22 feet to the place of beginning.

SAVING AND EXCEPTING therefrom the following described parcel:

Being a parcel of land located In the First Election District, Baltimore County, Maryland, and further described as follows:

Beginning at a point of intersection of the south Right-of-Way Line of Security Boulevard and the west Right-of-Way Line of existing Belmont Avenue, as shown on State Roads Commission of Maryland Plat No.28381, opposite Station 29 + 03.40 along the base line of right- of-way of said Belmont Avenue; thence South 42'29" 18" West a distance of 78.40 feet to a point; thence South 62'00' 00'West a distance of 327.67 feet to a point; thence South 28'00' 00" East a distance of 568.92 feet to a point; thence South 62'00' 00' West a distance of 97.54 to the principal point and place of beginning of the following description:

Thence continuing South 62'00' 00'West a distance of 471.75 feet to a point; thence North 28'00' 00" West a distance of 65.00 feet to a point; thence North 28'50' 00" East a distance of 37.93 feet to a point; thence North 28'00' 00" West a distance of 157.25 feet to a point; thence North 37' 55' 53" East a distance of 163.83 feet to a point, thence North 62'00'00" East a distance of 140.83 feet to a point; thence North 86'04' 07.4" East a distance of 163.83 feet to a point; thence South 28'00' 00" East a distance of 243.00 feet to the principal point and true place of beginning and containing 2.9549 acres of land, more or Jess, and further described as Lot 3 on Revised Plat 1, Security Square Shopping Center, recorded In EHK, Jr. 44, folio 105 of the Land Records of Baltimore County, Maryland.

PARCEL II

ACCESS ROAD NO. 1 - BEGINNING for the same at a point on the south Right-of-Way Line of Security Boulevard, as shown on Baltimore County, Bureau of Land Acquisition Plats RW 70-119-2· and 3, which plats are attached to and made a part of the Deed from Zanvyl Krieger and others to Baltimore County Maryland, dated July 21, 1970 and recorded among the Land Records of Baltimore County in Liber OTG 5114, folio 200, at !he distance of 310.41 feet, as measured westerly along said Right-of-Way Line of Security Boulevard from Its Intersection with the northwest Right-of-Way Line of Belmont Avenue, as shown on State Roads Commission of Maryland Plat No, 28381, running thence binding on said Right-of-Way Line of Security Boulevard, (1) westerly, by a curve· to the left with a radius of 4518.68 feet, the distance of 172.64 feet, the chord of said arc being North 87" 20' 49" West 172.63 feet, thence for new lines of division nine courses: (2) southeasterly, by a curve to the right with the radius of 45.00 feet, the

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distance of 40.87 feet, the chord of said arc being South 23'39' 31" East 39.48 feet, (3) South 02'21' 42" West 154.55 feet, (4) southeasterly, by a curve to the left with the radius of 136.00 feet, the distance of 72.07 feet, the chord of said arc being South 12'49' 09'East71.23 feet. (5) southwesterly, by a curve to the right with the radius of 45.00.feet, the distance of 70.69 feet, the chord of said arc being south 17' 00' 00' West 63.64 feet, (6) North 62'00'00" East 170.00 feet, (7) northwesterly, by a curve to the right with the radius of 45.00 feet, the distance of 70.69 feet, the chord of said arc being North 73' 00' 00" West 83.64 feet, (8) northwesterly by a curve to the right with the radius of 56.00 feet, the distance of 29.67 feet, the chord of said arc being North 12'49' 09" West 29.33 feet, (9) North 02' 21' 42" East 77.78 feet, and (10) northeasterly, by a curve to the right with the radius of 120 feet the distance of 142.70 feet, the chord of said arc being North 36'25' 46" East 134.44 feet to the place of beginning. Containing 0.6044 of an Acre of Land, more or less, according to a survey, prepared by Matz, Childs & Associates, dated November 4, 1970.

ACCESS ROAD NO, 2- BEGINNING for the same at point on the south Right-of-Way line of Security Boulevard, as shown on Baltimore County, Bureau of Land Acquisition Plat 70-119-2, which plat is attached to and made a part of the Deed from Zanvyl Krieger and others to Baltimore Count, Maryland, dated July 21, 1970 and recorded among the Land Records of Baltimore County In Liber OTG 5114, folio 200, at the distance of 922.27 feet, as measured westerly along said Right-of-Way Line of Security Boulevard from Its Intersection with the Northwest Right-of-Way Line of Belmont Avenue, as shown on State Roads Commission of Maryland Plat No. 28361, running thence binding on said Right-of-Way Line of Security Boulevard two courses:(1) South 87'38' 21" West 106.04 feet and (2) westerly, by a curve to the right with the radius of 2356.83 feet, the distance of 61.61 feet, the chord of said arc being South 88'23' 18" West 61.61 feet, thence for new lines of divisions eleven courses: (3) southeasterly, by a curve to the right with the radius of 45.00 feet, the distance of 38.66 feet the chord of said arc being South 26'58' 10" East 37.48 feet, (4) South 02'21' 39' East 102.94 feet, (5) southeasterly, by a curve to the left with the radius of 221.00 feet, the distance of 98.89 feet, the chord of said arc being South 15'10' 50" East 98.07 feet, (6) South 28'00' 00'East 288.30 feet, (7) southwesterly, by a curve to the right with the radius of 45.00 feet, the distance of 70.69 feet chord of said arc being South 17'00' 00" West 63.64 feet, (8) North 62'00' 00'East 170.00 feet,(9) northwesterly, by a curve to the right with the radius of 45.00 feet, the distance of 70.69 feet, the chord of said arc being North 73'00' 00'West 63.64 feet, (10) North 28'00'00" West 288.30 feet, (11) northwesterly, by a curve to the right with the radius of 141.00 feet, the distance of 63.10 feet, the chord of said arc being North 15'10' 50' West 62.57 feet, (12) North 02" 21' 39" West 26.21 feet, and (13) northeasterly, by a curve to the right with the radius of 120.00 feet, the distance of 139.16 feet, the chord of said arc being North 30' 51' 39" East 131.49 feet, to the place of beginning. Containing 1.0856 Acres of Land, more or less, according to a survey prepared by Matz, Childs & Associates, dated November 4, 1970.

ACCESS ROAD NO. 3- BEGINNING for the same at the point on the northeast Right-of- Way line .of Rolling Road, as shown on Baltimore County Bureau of Land Acquisition RW.70, 119-6, which plat is attached to and made part of the Deed from Zanvyl Krieger, and others to Baltimore County, Maryland, dated August 21,1970 and recorded among the Land Records of Baltimore County In Liber OTG 5126, folio 242, at the distance of 1123.29 feet, as measured· northerly along the southeast, east and northeast Right-of-Way Line of said Rolling Road from Its Intersection with the northeast Right-of-Way Line of Interstate Route 70N, as shown on State Roads Commission of Maryland Plat No.28379, running thence binding on said northeast Right-of- Way Line of Rolling Road, (1) northwesterly, by a curve to the right with the radius of 2235.83 feet, the distance of 119.31 feet, the chord of said arc being North 24' 22' 22" West 119.29 feet, thence for new lines of division nine courses: (2) southeasterly, by a curve to the left with the radius of 45.00 feet, the distance of 50.68 feet, the chord of said arc being South 82'06' 32" East 48.04 feet, (3) northeasterly, by a curve to the right with the radius of 184.00 feet, the distance of 132.96 feet, the chord of said arc being North 86'18' 49" East 130.00 feet (4) South 73'00' 00" East 189,.68 feet, (5) northeasterly, by a curve to the left with the radius of 45.00feet, the distance of44.54 feet, o the chord of said arc being North 78'38' 44" Easl42.74 feet, (6) South 07'00' 00" West 127.42 feet,(7) northwesterly, by a curve to the left with the radius of 45.00 feet, the distance of 62.83 feel, the chord of said arc being North 33'00' ooo West 57.85 fee(8) North 73'00' 00" West 205.10 fee(9) southwesterly, by a curve to the left with the radius or 116.00 feet, the distance of 83.76 feet, the chord of said arc being south 86' 18' 49' West 81.95 feet, and (10) southwesterly, by a curve to the left with the radius of 45.00 feet, the distance of 50.68 feet the chord of said arc being South 33'21' 48" West 48.04 feet, to the place of beginning.

Containing 0.6298 of an Acre of land, more or less, according to a survey prepared by Matz, Childs & Associates, dated November 4, 1970.

ACCESS ROAD NO.4- BEGINNING for the same at a point on the northeast Right-of-Way Line. of Rolling Road, as shown on Baltimore County, Bureau of Land Acquisition Plat RW 70-119-6, which plat is attached to and made a part of the Deed from Zanvyl Krieger and others to Baltimore County, Maryland, dated August 21, 1970 and recorded among the Land Records of Baltimore County in Liber OTG 5126,

(s) JLE 37746, p. 0143, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0142, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

distance of 40.87 feet, the chord of said arc being South 23'39' 31" East 39.48 feet, (3) South 02'21' 42" West 154.55 feet, (4) southeasterly, by a curve to the left with the radius of 136.00 feet, the distance of 72.07 feet, the chord of said arc being South 12'49' 09'East71.23 feet. (5) southwesterly, by a curve to the right with the radius of 45.00.feet, the distance of 70.69 feet, the chord of said arc being south 17' 00' 00' West 63.64 feet, (6) North 62'00'00" East 170.00 feet, (7) northwesterly, by a curve to the right with the radius of 45.00 feet, the distance of 70.69 feet, the chord of said arc being North 73' 00' 00" West 83.64 feet, (8) northwesterly by a curve to the right with the radius of 56.00 feet, the distance of 29.67 feet, the chord of said arc being North 12'49' 09" West 29.33 feet, (9) North 02' 21' 42" East 77.78 feet, and (10) northeasterly, by a curve to the right with the radius of 120 feet the distance of 142.70 feet, the chord of said arc being North 36'25' 46" East 134.44 feet to the place of beginning. Containing 0.6044 of an Acre of Land, more or less, according to a survey, prepared by Matz, Childs & Associates, dated November 4, 1970.

ACCESS ROAD NO, 2- BEGINNING for the same at point on the south Right-of-Way line of Security Boulevard, as shown on Baltimore County, Bureau of Land Acquisition Plat 70-119-2, which plat is attached to and made a part of the Deed from Zanvyl Krieger and others to Baltimore Count, Maryland, dated July 21, 1970 and recorded among the Land Records of Baltimore County In Liber OTG 5114, folio 200, at the distance of 922.27 feet, as measured westerly along said Right-of-Way Line of Security Boulevard from Its Intersection with the Northwest Right-of-Way Line of Belmont Avenue, as shown on State Roads Commission of Maryland Plat No. 28361, running thence binding on said Right-of-Way Line of Security Boulevard two courses:(1) South 87'38' 21" West 106.04 feet and (2) westerly, by a curve to the right with the radius of 2356.83 feet, the distance of 61.61 feet, the chord of said arc being South 88'23' 18" West 61.61 feet, thence for new lines of divisions eleven courses: (3) southeasterly, by a curve to the right with the radius of 45.00 feet, the distance of 38.66 feet the chord of said arc being South 26'58' 10" East 37.48 feet, (4) South 02'21' 39' East 102.94 feet, (5) southeasterly, by a curve to the left with the radius of 221.00 feet, the distance of 98.89 feet, the chord of said arc being South 15'10' 50" East 98.07 feet, (6) South 28'00' 00'East 288.30 feet, (7) southwesterly, by a curve to the right with the radius of 45.00 feet, the distance of 70.69 feet chord of said arc being South 17'00' 00" West 63.64 feet, (8) North 62'00' 00'East 170.00 feet,(9) northwesterly, by a curve to the right with the radius of 45.00 feet, the distance of 70.69 feet, the chord of said arc being North 73'00' 00'West 63.64 feet, (10) North 28'00'00" West 288.30 feet, (11) northwesterly, by a curve to the right with the radius of 141.00 feet, the distance of 63.10 feet, the chord of said arc being North 15'10' 50' West 62.57 feet, (12) North 02" 21' 39" West 26.21 feet, and (13) northeasterly, by a curve to the right with the radius of 120.00 feet, the distance of 139.16 feet, the chord of said arc being North 30' 51' 39" East 131.49 feet, to the place of beginning. Containing 1.0856 Acres of Land, more or less, according to a survey prepared by Matz, Childs & Associates, dated November 4, 1970.

ACCESS ROAD NO. 3- BEGINNING for the same at the point on the northeast Right-of- Way line .of Rolling Road, as shown on Baltimore County Bureau of Land Acquisition RW.70, 119-6, which plat is attached to and made part of the Deed from Zanvyl Krieger, and others to Baltimore County, Maryland, dated August 21,1970 and recorded among the Land Records of Baltimore County In Liber OTG 5126, folio 242, at the distance of 1123.29 feet, as measured· northerly along the southeast, east and northeast Right-of-Way Line of said Rolling Road from Its Intersection with the northeast Right-of-Way Line of Interstate Route 70N, as shown on State Roads Commission of Maryland Plat No.28379, running thence binding on said northeast Right-of- Way Line of Rolling Road, (1) northwesterly, by a curve to the right with the radius of 2235.83 feet, the distance of 119.31 feet, the chord of said arc being North 24' 22' 22" West 119.29 feet, thence for new lines of division nine courses: (2) southeasterly, by a curve to the left with the radius of 45.00 feet, the distance of 50.68 feet, the chord of said arc being South 82'06' 32" East 48.04 feet, (3) northeasterly, by a curve to the right with the radius of 184.00 feet, the distance of 132.96 feet, the chord of said arc being North 86'18' 49" East 130.00 feet (4) South 73'00' 00" East 189,.68 feet, (5) northeasterly, by a curve to the left with the radius of 45.00feet, the distance of44.54 feet, o the chord of said arc being North 78'38' 44" Easl42.74 feet, (6) South 07'00' 00" West 127.42 feet,(7) northwesterly, by a curve to the left with the radius of 45.00 feet, the distance of 62.83 feel, the chord of said arc being North 33'00' ooo West 57.85 fee(8) North 73'00' 00" West 205.10 fee(9) southwesterly, by a curve to the left with the radius or 116.00 feet, the distance of 83.76 feet, the chord of said arc being south 86' 18' 49' West 81.95 feet, and (10) southwesterly, by a curve to the left with the radius of 45.00 feet, the distance of 50.68 feet the chord of said arc being South 33'21' 48" West 48.04 feet, to the place of beginning.

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Containing 0.6298 of an Acre of land, more or less, according to a survey prepared by Matz, Childs & Associates, dated November 4, 1970.

ACCESS ROAD NO.4- BEGINNING for the same at a point on the northeast Right-of-Way Line. of Rolling Road, as shown on Baltimore County, Bureau of Land Acquisition Plat RW 70-119·6, which plat is attached to and made a part of the Deed from Zanvyl Krieger and others to Baltimore County, Maryland, dated August 21, 1970 and recorded among the Land Records of Baltimore County in Liber OTG 5126, folio 242, at the distance of 589.58 feet. as measured northerly along the southeast, east and northeast Right-of-Way line of said Rolling Road from Its Intersection with· the northeast Right-of-Way Line of Interstate Route 70N, as shown on State Roads Commission of Maryland Plat No. 28379, running thence binding on said northeast Right-of-Way Line of Rolling I· Road, (1) northwesterly, by a curve to the left with the radius of 650.00 feet, the distance of 91.41 feet, the chord of said arc being North 21'44' 39" West 91.33 feet, thence for new lines of division three courses:(2) southeasterly, by a curve to the left with the radius of 45.00 feet, the distance of 36.15 feet, the chord of said arc being South 77'22' 33" East 36.19 feet, (3) northeasterly by a curve to the right with the radius of 209.00 feet, the distance of 12.26 feet the chord of said arc being North 81'17' 25" East 12.26 feet and (4) northeasterly by a curve to the left with the radius of 45.00 feet, the distance of 59.67 feet the chord of said arc being North 44'59' 08" East 55.39 feet to a point In the sixth line of the 16.0262 acre parcel described In a deed dated April 7,1971 and recorded among the Land Records of Baltimore County In Liber OTG 5178, folio 209, from Zanvyl Krieger to Hochschild, Kohn, thence binding reversely on a part of said sixth line, (5) South 07' 00' 00" West 129.73 feet to the beginning of said line, and thence binding reversely on the fifth line of said 16.0262 acre parcel, (6) northwesterly, by a curve to the left with the radius of 19.00 feet, the distance of 53.46 feet, the chord of said arc being North 73'36' 22" West 37.49 feet, to the place of beginning, Containing 0.1033 of and Acre of Land, more or less, according to a survey prepared by Matz, Childs & Associates, dated December 18, 1970.

TOGETHER WITH easements appurtenant to the above described land as set forth in that certain Construction, Operation and Reciprocal Easement Agreement between Sears, Roebuck and Company, et al, dated April 7, 1971 and recorded In Liber OTG 5178, folio 250, and first · Agreement Modifying Construction, Operation and Reciprocal·Easement Agreement dated September 14, 1971 and recorded In Liber 5226,folio 988,by and between Sears, Roebuck and Company, Hochschild, Kohn and Company and Security Square Inc., and Second Agreement Modifying and Supplementing Construction, operation and Reciprocal Easement Agreement dated June 25, 1973 and recorded In Liber 5370, folio 538, by and between Sears, Roebuck and Company, Hochschild, Kohn & Company, J.C. Penney Properties, Inc., and Security Square Associates, and Third Agreement Modifying and Supplementing Construction, Operation and Reciprocal Easement Agreement dated August 1, 1979 and recorded In Liber 6102, folio 121, by and between Sears, Roebuck and Company, et al.

For informational purpose only:
TAX ID# 01-18-00-010197 (6901 SECURITY BLVD)
TAX ID# 01-16-00-003469 (ROLLING ROAD)
TAX ID# 01-16-00-003470 (SECURITY BLVD)
TAX ID# 01-16-00-003471 (SECURITY BLVD)
TAX ID# 01-16-00-003472 (ROLLING ROAD)

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EXHIBIT B

Legal Description of the Blue Ocean Parcel

LEGAL DESCRIPTION

EXHIBIT "A"

All that 11.9996 acre parcel, Security Shopping Center, East of Rolling Road, South of Security Boulevard, First Election District of Baltimore County, Maryland.

BEGINNING FOR THE SAME at a point at the end of the seventh line of the 42.7594 acre parcel described in the Deed dated September 27, 1971 from Security Square, Inc. to Security Square Associates, as recorded among the Land Records of Baltimore County in Liber OTG 5223, page 91, running thence four courses: (1) N 07° 00' 00" E 575.31 feet, (2) N 62° 00' 00" E 520.00 feet, (3) S 63° 00' 00" E 257.95 feet, and (4) S 28° 00' 00" E 388.80 feet to a point on the fourth line of said 42.7594 acre parcel, thence binding on a part of said fourth line (5) S 42° 39' 30" W 55.89 feet to a point on the northwest Right of Way Line of Interstate Route 70 N as shown on State Roads Commission of Maryland Plat No. 26402, thence binding on said Right of Way Line and on the fifth, sixth, and seventh lines of said 42.7594 acre parcel three courses: (6) S 48° 21' 56" W 120.23 feet, (7) southwesterly, by a curve to the right with a radius of 1382.09 feet, a distance of 723.66 feet, the chord of said arc being S 69° 21' 54" W 715.42 feet, and (8) N 82° 45' 24" W 145.52 feet to the place of beginning. Containing 11.9996 acres of land.

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EXHIBIT C

Site Plan Depicting the Burlington Parcel

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Parking Easement

5-06-16

BEGINNING for the same at a point on the 5th or North 28 degrees 00 minutes 00 seconds West 388.80 foot line of the first parcel of land, which by a deed dated April 9, 2010 and recorded among the land records of Baltimore County in Liber S.M. 29375, folio 480, was conveyed by Security Square Associates to SEC Square Holdings LLC, said beginning point being measured on said line and distant 46.75 feet from the beginning thereof, and thence running for new lines of a Parking Easement, and running with and binding on a part of said 5th line and on a part of the 6th line of said parcel of land, as now surveyed and referring the bearings of this description to the Baltimore County Grid Meridian, the following two courses and distances viz;

1. North 28 degrees 00 minutes 00 seconds West 342.05 feet; and
2. North 63 degrees 00 minutes 00 seconds 30.80 feet; thence leaving said 6th line and continuing to run for lines of said parking easement through said parcel of land,
3. North 26 degrees 44 minutes 29 seconds East 34.69 feet to a cross cut now set; thence,
4. North 26 degrees 47 minutes 32 seconds East 335.27 feet; to intersect the 15th or South 63 degrees 00 minutes 00 seconds East line of the aforesaid parcel of land, thence running with and binding on a part of said 15th line and on the 16 the line and a part of the last line of said parcel of land the three following courses and distances viz;
5. South 63 degrees 00 minutes 00 seconds East 103.80 feet;
6. North 27 degrees 00 minutes 00 seconds East 71.11 feet; and
7. South 63 degrees 00 minutes 00 seconds East 147.12 feet; thence leaving said last line and continuing to run for lines of said easement;
8. South 09 degrees 54 minutes 55 seconds West 161.02 feet;
9. South 18 degrees 54 minutes 53 seconds West 63.35 feet;
10. South 08 degrees 37 minutes 12 seconds West 112.86 feet to a mag nail now set;
11. South 26 degrees 44 minutes 29 seconds West 81.36 feet to a mag nail now set;
12. South 34 degrees 26 minutes 49 seconds West 71.25 feet to a mag nail now set;
13. South 32 degrees 00 minutes 56 seconds West 116.30 feet to a mag nail now set;
14. South 40 degrees 55 minutes 21 seconds West 47.05 feet to the place of beginning.

Containing 3.651 acres more or less.

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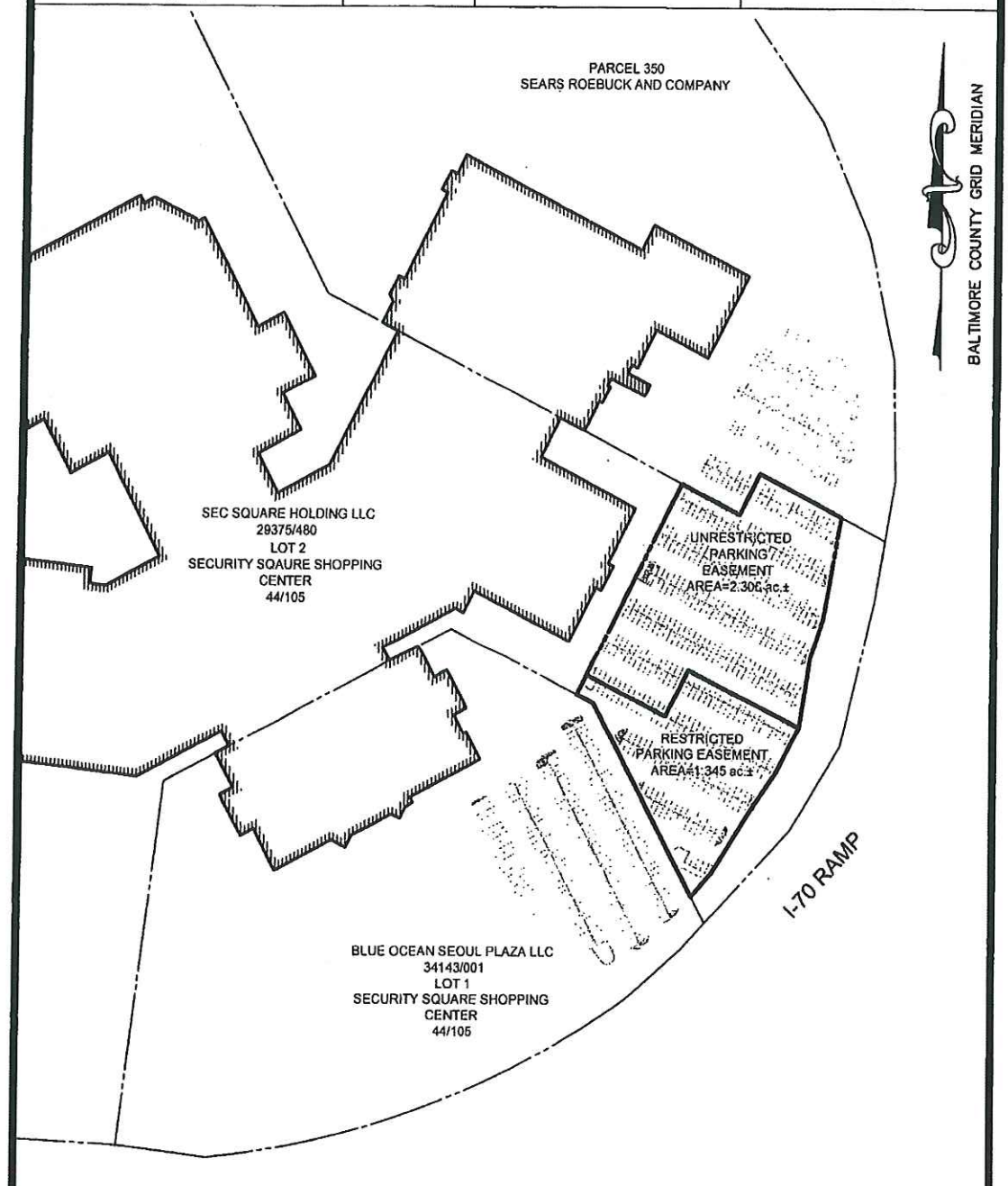
COLBERT MATZ ROSENFELT, INC.
ENGINEERS • SURVEYORS • PLANNERS
2835 SMITH AVENUE, SUITE G
BALTIMORE, MARYLAND 21209
PHONE: (410) 653-3838
FACSIMILE: (410) 653-7953

DATE: MAY 10, 2016	SCALE: 1" = 200'	PAGE 1 OF 1
SUBJECT: PARKING AREA EASEMENT		
JOB: SECURITY SQUARE MALL	JOB#: 2010061.1	WO#: 56056
DRAWN BY: TRB	CHECKED BY: BRD	



OVERALL SITE DETAIL SHOWING PARKING EASEMENTS

SECURITY SQUARE MALL
LOT No. 1 AND 2
SECURITY SQUARE SHOPPING CENTER PLAT REF.: 44/105
1st ELECTION DISTRICT, BALTIMORE COUNTY, MARYLAND

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State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only
(Type or Print in Black Ink Only - All Copies Must Be Legible)

1	Type(s) of Instruments		Deed		Mortgage		Other:	
		X	Easement Agr		Lease			
2	Conveyance Type Check Box		Improved Sale Arms-Length [1]		Unimproved Sale Arms-Length [2]		Mult. Accounts Arms-Length [3]	Not an Arms-Length Sale [9]
3	Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation:						
		State Transfer						
		County Transfer						

Space Reserved for Circuit Court Clerk Recording Violation

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only — Transfer and Recordation Tax Consideration	
		Purchase Price/Consideration		Transfer Tax Consideration	$
		Any New Mortgage		X( )% =	$ Exempt
		Balance of Existing Mortgage		Less Exemption Amount -	$
		Other		Total Transfer Tax =	$
				Recordation Tax Consideration	$ Exempt
		Other		X( )% =	$
		Full Cash Value		TOTAL DUE	$

5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent
		Recording Charge	75.00	.00	
		Surcharge	40.00	.00	Tax Bill:
		State Recordation Tax	.00	.00	
		State Transfer Tax	.00	.00	C.B. Credit:
		County Transfer Tax (if Applicable)	.00	.00	
	EMS	Other			Ag. Tax/Other:
		Other			

6	Description of Property	District:	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
		01	1800010197, 1600003469, 1600003470, 1600003471 & 1600003472	29375/480			☐

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	Sq. Ft./Acreage (4)

SDAT requires submission of all applicable information. A Maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i)

Location/Address of Property Being Conveyed (2)
6901 Security Blvd; Rolling Rd; & Security Blvd

Other Property Identifiers (if applicable)	Water Meter Account No.

Residential ☐ or Non-Residential ☒ | Fee Simple X or Ground Rent ☐ Amount:
Partial Conveyance? ☐ Yes ☒ No | Description/Amt. Of Sq. Ft./Acreage Transferred:
If Partial Conveyance, List Improvements Conveyed:

7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		Blue Ocean Seoul Plaza, LLC, a Maryland limited liability company	
		Doc. 1 - Owner(s) of Records, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8	Transferred To	Doc. 1 - Grantee(s) Names	Doc. 2 - Grantee(s) Name(s)
		Sec Square Holding LLC, a Maryland limited liability company	
		New Owner's (Grantee) Mailing Address	
		c/o Blue Ocean Realty 6609 Reisterstown Road, Baltimore, MD 21215	

9	Other Names to be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10	Contact/Mail Information	Instrument Submitted By or Contact Person	
		Name: Rebecca Stanton	X Return to Contact Person
		Firm: Residential Title & Escrow Company	☐ Hold for Pickup
		Address: 100 Painters Mill Road, #200, Owings Mills, MD 21117	X Return Address Provided
		Phone: 410-653-3400	

Space Reserved for County Validation

11. Assessment Information — IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

	X	No	Will the property being conveyed be the grantee's principal residence?
	X	No	Does transfer include personal property? If yes, identify:
	X	No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification

Transfer Number:	Date Received:		Deed Reference:		Assigned Property No:	
Year Co.	19	19	Geo.	Map	TAX NOT REQUIRED	Block
Land			Zoning	Grid	Director of Budget and Finance	Lot
Buildings			Use	Parcel	BALTIMORE COUNTY, MARYLAND	Occ. Cd.
Total			Town Cd.	Ex. Cd.		

REMARKS: COUNTY TRANSFER TAX ART 11 TITLES
RECORDATION TAX SUBTITLE 2, 11-3-202
T.P. ART 12-108

Distribution: Clerk's Office, SDAT, Office of Finance, Prepare

Date 2/5/16

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BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0034, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

LR - Easement
(No-Taxes) Recording 75.00
Fee
Grantor Name: BLUE OCEAN SEOUL PLAZA LLC
Reference/Control #:
LR - Easement
(No-Taxes) Surcharge 40.00
SubTotal: 115.00
Total: 129.00
07/13/2016 01:24 CC03-LL
#6521398 CC0301 - Baltimore County/CC03.01.06 - Register 06

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is entered into effective as of the 1st day of April, 2016 by and between Blue Ocean Seoul Plaza, LLC, a Maryland limited liability company ("Blue Ocean") and Sec Square Holding LLC, a Maryland limited liability company ("SSH").

W I T N E S S E T H:

WHEREAS, SSH is the owner of certain land, and the building and improvements situated thereon, located in the County of Baltimore, State of Maryland, and more particularly described in **Schedule A** attached hereto and incorporated herein by reference (the "**SSH Parcel**");

WHEREAS, Blue Ocean is the owner of certain land adjacent to the SSH Parcel, and the buildings and improvements situated thereon, located in the County of Baltimore, State of Maryland, and more particularly described in **Schedule B** attached hereto and incorporated herein by reference (the "**Blue Ocean Parcel**");

WHEREAS, SSH, as Landlord, and American Multi-Cinema, Inc. ("**AMC**"), as Tenant, are parties to a certain lease dated as of May 1, 1986 (which lease has been amended by multiple amendments, the most current amendment being the Eighth Lease Amendment dated as of April ___, 2016, and as hereafter amended, the "**AMC Lease**") with respect to space at the SSH Parcel, and the improvements situated thereon (such space and improvements, as heretofore and hereafter altered, the "**AMC Premises**"); and

WHEREAS, in connection with the AMC Lease, SSH wishes for Blue Ocean to provide to SSH, and Blue Ocean has agreed to provide to SSH, certain vehicular parking and access rights in and with respect to the portion of the Blue Ocean Parcel identified on **Schedule C** attached hereto and incorporated herein (herein, the "**Parking Parcel**").

NOW, THEREFORE, for Ten Dollars ($10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Blue Ocean and SSH hereby agree as follows:

1. Easements.

   a. Blue Ocean hereby grants and conveys to SSH, for the benefit of the SSH Parcel, a non-exclusive easement over and across the Parking Parcel for pedestrian and vehicular ingress and egress.

   b. Blue Ocean hereby grants and conveys to SSH, for the benefit of the SSH Parcel, a non-exclusive easement over the parking areas situated within the Parking Parcel for vehicular parking.

Protestant
CBA Exhibit
3

Return to:
Residential Title & Escrow Company
100 Painters Mill Road, Suite 200
Owings Mills, MD 21117
410-653-3400
File # HLP

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2. Maintenance and Operation of the Parking Parcel.

a. Blue Ocean shall, at its sole cost and expense, maintain, repair and replace the Parking Parcel as necessary in order for the Parking Parcel to remain in good condition and repair, including, without limitation, resurfacing and replacement of the paved areas thereon as often as reasonably necessary, and in conformity with the requirements of all applicable laws, codes and ordinances.

b. For so long as the AMC Lease remains in effect, Blue Ocean shall, at its sole cost and expense, keep the Parking Parcel fully lit from dusk until at least thirty (30) minutes following the end of the final performance or showing of the evening at the AMC Premises.

c. Blue Ocean shall not, without the prior written consent of SSH and, during the term of the AMC Lease, as such term may be extended, AMC:

i. Alter the layout or configuration of the Parking Parcel;

ii. Reduce the number or size of the parking spaces situated on the Parking Parcel;

iii. Construct or install any improvements on the Parking Parcel;

iv. Construct any curbs, fences, walls or barriers in or around the Parking Parcel which would serve to prevent or impair access to or use of the Parking Parcel for the purposes contemplated in this Agreement; or

v. Use or attempt to use the Parking Parcel in any manner which would interfere with or be inconsistent with the rights granted hereunder.

3. Failure to Comply.

a. In the event that Blue Ocean shall violate or fail to comply with any provision of this Agreement, and such violation or failure shall remain uncured for fifteen (15) days following written notice by SSH to Blue Ocean thereof, SSH shall be entitled to, but shall not be obligated to:

(i) Cure such violation or failure for the account of and at the expense of Blue Ocean. In such event, all costs and expenses incurred by SSH in so curing such violation or failure shall be paid by Blue Ocean promptly upon demand, and such costs and expenses shall, until so paid, constitute a lien against the Blue Ocean Parcel.; and

(ii) Commence and prosecute any proceedings at law or in equity in connection with such violation or failure, and to pursue any other rights or

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remedies available at law or in equity in connection with such violation or failure; provided, however, that no breach of this Agreement or default by either party shall entitle the other party to terminate or cancel this Agreement during the term of the AMC Lease.

4. Covenants Running with the Land; Beneficiaries; Recordation.

   a. This Agreement, and the easements, covenants, restrictions and provisions set forth herein, shall be deemed covenants running with the land, and shall be binding upon the Blue Ocean Parcel and the owner thereof, and shall inure to the benefit of the SSH Parcel and to AMC (during the term of the AMC Lease, as such term may be extended), and their respective agents and employees, contractors, tenants, customers, guests, licensees and invitees (collectively, the "**Benefitted Parties**").

   b. The easements conveyed by Blue Ocean herein with respect to the Parking Parcel may be enjoyed by SSH and the Benefitted Parties.

   c. In addition to, and without limiting the foregoing, for so long as the AMC Lease shall remain in effect, the easements, covenants and restrictions set forth in **Section 2** above shall inure to the benefit of AMC. In the event that Blue Ocean shall violate or fail to comply with any such easement, covenant or restriction, AMC shall be entitled to exercise against Blue Ocean all rights and remedies set forth in Section [3] above.

   d. Upon execution and delivery of this Agreement, this Agreement shall be recorded in the real estate records of the Office of the County Clerk of Baltimore County, Maryland.

5. Miscellaneous.

   a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland.

   b. In the event that any provision set forth in this Agreement shall be determined to be invalid or unenforceable, same shall in no way affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

   c. The section headings at the commencement of the various sections and subsections of this Agreement are for reference and identification only, and shall not in any way be deemed to limit or define the contents of such sections or subsections.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this Agreement as of the day and year first set forth above.

BLUE OCEAN SEOUL PLAZA, LLC
a Maryland limited liability company

By: Jonathan Ehrenfeld

Its: Manager

SEC SQUARE HOLDINGS LLC
a Maryland limited liability company

_____

By: _____

Its: _____

[Acknowledgments follow.]

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0037, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this Agreement as of the day and year first set forth above.

BLUE OCEAN SEOUL PLAZA, LLC
a Maryland limited liability company

_____

By: _____

Its: _____

SEC SQUARE HOLDINGS LLC
a Maryland limited liability company

_____

By: _____

Its: _____

[Acknowledgments follow.]

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ACKNOWLEDGMENTS

STATE OF Maryland)
City) ss:
~~COUNTY~~ OF Baltimore)

On the 10th day of May, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Ehrenfeld, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JESSICA J MACKEY NOTARY PUBLIC CITY OF BALTIMORE, MD.

exp 4/15/19

J Mackey
Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0039, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0040, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

ACKNOWLEDGMENTS

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF New York)
) ss:
COUNTY OF King)

On the 7th day of June, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Yakov Friedler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

AMINAT YETUNDE ALAUSA
Notary Public - State of New York
NO. 01AL6303989
Qualified in Kings County
My Commission Expires May 19, 2018

SCHEDULE A

Legal Description of the SSH Parcel

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0041, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0042, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

PARCEL I

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Baltimore County, Maryland, being more particularly described as follows:

Beginning for the same at a point on the west Right-of-Way Line of Interstate Route 70N,as shown on State Roads Commission of Maryland Plat No. 26403, said beginning point being opposite Station 509 + 00.00 along the base line of right-of-way of Ramp E, as shown on said plat, running thence binding on the west and northwest Right-of-Way line, as shown on said plat, three courses: (1) South 09'32' 20'West 93.93 feet, (2) South 13'21' 40'West 238.61 feet, and (3) South 31'24' 16" West 154,05 feet to a point In the first or North 42'34' 39" East 2407.02 foot line of the land conveyed by Jon Grason Turnbull and others, executors and trustees, to Zanvyl Krieger by Deed dated October 19, 1960 and recorded among the Land Records of Baltimore County In Liber WJR 3770, folio 32, thence binding reversely on a part of said last mentioned line, (4) South 42'39' 30" West 196.30 feet, (5) North 28'00' 00" West 388.80 feet, (6) North 63'00' 00" West 257.95 feet, (7) South 62'00' 00" West 520.00 feet, (8) South 07' 00' 00'West 575.31 feet, (9)'North 86'39' 44" West 341.37 feet, and (10) North 64'26' 09'West 21.19 feet to the beginning of the tenth line of the 42.7594 acre parcel described In the Deed from Zanvyl Krieger to Security Square, Inc., dated April 7, 1971 and recorded among the aforesaid Land Records in Liber OTG 5178, folio 216, thence binding on the outlines of said last mentioned land four courses: (11) North 07'00'00" East 1078.32 feet,(12) North 28'00'00" West 556.95 feet, (13) North 62'00'00" East 598.80 feet, and (14) South 28'00' 00" East 608.76 feet, thence along the fourteenth line of said land, and to and along the eighteenth line thereof and continuing the same course, In all, (15) South 63'00' 00" East 747.63 feet, thence (16) North 27'00' 00" East 71.11 feet to a point In the last line of said last mentioned land, and thence binding on a part thereof, (17) South 63'00' 00" East 227.22 feet to the place of beginning.

SAVING AND EXCEPTING therefrom the following described parcel:

Being a parcel of land located In the First Election District, Baltimore County, Maryland, and further described as follows:

Beginning at a point of intersection of the south Right-of-Way Line of Security Boulevard and the west Right-of-Way Line of existing Belmont Avenue, as shown on State Roads Commission of Maryland Plat No.28381, opposite Station 29 + 03.40 along the base line of right- of-way of said Belmont Avenue; thence South 42'29" 18" West a distance of 78.40 feet to a point; thence South 62'00' 00'West a distance of 327.67 feet to a point; thence South 28'00' 00" East a distance of 568.92 feet to a point; thence South 62'00' 00' West a distance of 97.54 to the principal point and place of beginning of the following description:

Thence continuing South 62'00' 00'West a distance of 471.75 feet to a point; thence North 28'00' 00" West a distance of 65.00 feet to a point; thence North 28'50' 00" East a distance of 37.93 feet to a point; thence North 28'00' 00" West a distance of 157.25 feet to a point; thence North 37' 55' 53" East a distance of 163.83 feet to a point, thence North 62'00'00" East a distance of 140.83 feet to a point; thence North 86'04' 07.4" East a distance of 163.83 feet to a point; thence South 28'00' 00" East a distance of 243.00 feet to the principal point and true place of beginning and containing 2.9549 acres of land, more or Jess, and further described as Lot 3 on Revised Plat 1, Security Square Shopping Center, recorded In EHK, Jr. 44, folio 105 of the Land Records of Baltimore County, Maryland.

PARCEL II

ACCESS ROAD NO. 1 - BEGINNING for the same at a point on the south Right-of-Way Line of Security Boulevard, as shown on Baltimore County, Bureau of Land Acquisition Plats RW 70-119-2· and 3, which plats are attached to and made a part of the Deed from Zanvyl Krieger and others to Baltimore County Maryland, dated July 21, 1970 and recorded among the Land Records of Baltimore County in Liber OTG 5114, folio 200, at !he distance of 310.41 feet, as measured westerly along said Right-of-Way Line of Security Boulevard from Its Intersection with the northwest Right-of-Way Line of Belmont Avenue, as shown on State Roads Commission of Maryland Plat No, 28381, running thence binding on said Right-of-Way Line of Security Boulevard, (1) westerly, by a curve· to the left with a radius of 4518.68 feet, the distance of 172.64 feet, the chord of said arc being North 87" 20' 49" West 172.63 feet, thence for new lines of division nine courses: (2) southeasterly, by a curve to the right with the radius of 45.00 feet, the

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0043, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

distance of 40.87 feet, the chord of said arc being South 23'39' 31" East 39.48 feet, (3) South 02'21' 42" West 154.55 feet, (4) southeasterly, by a curve to the left with the radius of 136.00 feet, the distance of 72.07 feet, the chord of said arc being South 12'49' 09'East71.23 feet. (5) southwesterly, by a curve to the right with the radius of 45.00.feet, the distance of 70.69 feet, the chord of said arc being south 17' 00' 00' West 63.64 feet, (6) North 62'00'00" East 170.00 feet, (7) northwesterly, by a curve to the right with the radius of 45.00 feet, the distance of 70.69 feet, the chord of said arc being North 73' 00' 00" West 83.64 feet, (8) northwesterly by a curve to the right with the radius of 56.00 feet, the distance of 29.67 feet, the chord of said arc being North 12'49' 09" West 29.33 feet, (9) North 02' 21' 42" East 77.78 feet, and (10) northeasterly, by a curve to the right with the radius of 120 feet the distance of 142.70 feet, the chord of said arc being North 36'25' 46" East 134.44 feet to the place of beginning. Containing 0.6044 of an Acre of Land, more or less, according to a survey, prepared by Matz, Childs & Associates, dated November 4, 1970.

ACCESS ROAD NO, 2- BEGINNING for the same at point on the south Right-of-Way line of Security Boulevard, as shown on Baltimore County, Bureau of Land Acquisition Plat 70-119-2, which plat is attached to and made a part of the Deed from Zanvyl Krieger and others to Baltimore Count, Maryland, dated July 21, 1970 and recorded among the Land Records of Baltimore County In Liber OTG 5114, folio 200, at the distance of 922.27 feet, as measured westerly along said Right-of-Way Line of Security Boulevard from Its Intersection with the Northwest Right-of-Way Line of Belmont Avenue, as shown on State Roads Commission of Maryland Plat No. 28361, running thence binding on said Right-of-Way Line of Security Boulevard two courses:(1) South 87'38' 21" West 106.04 feet and (2) westerly, by a curve to the right with the radius of 2356.83 feet, the distance of 61.61 feet, the chord of said arc being South 88'23' 18" West 61.61 feet, thence for new lines of divisions eleven courses: (3) southeasterly, by a curve to the right with the radius of 45.00 feet, the distance of 38.66 feet the chord of said arc being South 26'58' 10" East 37.48 feet, (4) South 02'21' 39' East 102.94 feet, (5) southeasterly, by a curve to the left with the radius of 221.00 feet, the distance of 98.89 feet, the chord of said arc being South 15'10' 50" East 98.07 feet, (6) South 28'00' 00'East 288.30 feet, (7) southwesterly, by a curve to the right with the radius of 45.00 feet, the distance of 70.69 feet chord of said arc being South 17'00' 00" West 63.64 feet, (8) North 62'00' 00'East 170.00 feet,(9) northwesterly, by a curve to the right with the radius of 45.00 feet, the distance of 70.69 feet, the chord of said arc being North 73'00' 00'West 63.64 feet, (10) North 28'00'00" West 288.30 feet, (11) northwesterly, by a curve to the right with the radius of 141.00 feet, the distance of 63.10 feet, the chord of said arc being North 15'10' 50' West 62.57 feet, (12) North 02" 21' 39" West 26.21 feet, and (13) northeasterly, by a curve to the right with the radius of 120.00 feet, the distance of 139.16 feet, the chord of said arc being North 30' 51' 39" East 131.49 feet, to the place of beginning. Containing 1.0856 Acres of Land, more or less, according to a survey prepared by Matz, Childs & Associates, dated November 4, 1970.

ACCESS ROAD NO. 3- BEGINNING for the same at the point on the northeast Right-of- Way line .of Rolling Road, as shown on Baltimore County Bureau of Land Acquisition RW.70, 119-6, which plat is attached to and made part of the Deed from Zanvyl Krieger, and others to Baltimore County, Maryland, dated August 21,1970 and recorded among the Land Records of Baltimore County In Liber OTG 5126, folio 242, at the distance of 1123.29 feet, as measured· northerly along the southeast, east and northeast Right-of-Way Line of said Rolling Road from Its Intersection with the northeast Right-of-Way Line of Interstate Route 70N, as shown on State Roads Commission of Maryland Plat No.28379, running thence binding on said northeast Right-of- Way Line of Rolling Road, (1) northwesterly, by a curve to the right with the radius of 2235.83 feet, the distance of 119.31 feet, the chord of said arc being North 24' 22' 22" West 119.29 feet, thence for new lines of division nine courses: (2) southeasterly, by a curve to the left with the radius of 45.00 feet, the distance of 50.68 feet, the chord of said arc being South 82'06' 32" East 48.04 feet, (3) northeasterly, by a curve to the right with the radius of 184.00 feet, the distance of 132.96 feet, the chord of said arc being North 86'18' 49" East 130.00 feet (4) South 73'00' 00" East 189,.68 feet, (5) northeasterly, by a curve to the left with the radius of 45.00feet, the distance of44.54 feet, o the chord of said arc being North 78'38' 44" Easl42.74 feet, (6) South 07'00' 00" West 127.42 feet,(7) northwesterly, by a curve to the left with the radius of 45.00 feet, the distance of 62.83 feel, the chord of said arc being North 33'00' ooo West 57.85 fee(8) North 73'00' 00" West 205.10 fee(9) southwesterly, by a curve to the left with the radius or 116.00 feet, the distance of 83.76 feet, the chord of said arc being south 86' 18' 49' West 81.95 feet, and (10) southwesterly, by a curve to the left with the radius of 45.00 feet, the distance of 50.68 feet the chord of said arc being South 33'21' 48" West 48.04 feet, to the place of beginning.

Containing 0.6298 of an Acre of land, more or less, according to a survey prepared by Matz, Childs & Associates, dated November 4, 1970.

ACCESS ROAD NO.4- BEGINNING for the same at a point on the northeast Right-of-Way Line. of Rolling Road, as shown on Baltimore County, Bureau of Land Acquisition Plat RW 70-119·6, which plat is attached to and made a part of the Deed from Zanvyl Krieger and others to Baltimore County, Maryland, dated August 21, 1970 and recorded among the Land Records of Baltimore County in Liber OTG 5126, folio 242, at the distance of 589.58 feet. as measured northerly along the southeast, east and northeast Right-of-Way line of said Rolling Road from Its Intersection with· the northeast Right-of-Way Line of Interstate Route 70N, as shown on State Roads Commission of Maryland Plat No. 28379, running thence binding on said northeast Right-of-Way Line of Rolling I· Road, (1) northwesterly, by a curve to the left with the radius of 650.00 feet, the distance of 91.41 feet, the chord of said arc being North 21'44' 39" West 91.33 feet, thence for new lines of division three courses:(2) southeasterly, by a curve to the left with the radius of 45.00 feet, the distance of 36.15 feet, the chord of said arc being South 77'22' 33" East 36.19 feet, (3) northeasterly by a curve to the right with the radius of 209.00 feet, the distance of 12.26 feet the chord of said arc being North 81'17' 25" East 12.26 feet and (4) northeasterly by a curve to the left with the radius of 45.00 feet, the distance of 59.67 feet the chord of said arc being North 44'59' 08" East 55.39 feet to a point In the sixth line of the 16.0262 acre parcel described In a deed dated April 7,1971 and recorded among the Land Records of Baltimore County In Liber OTG 5178, folio 209, from Zanvyl Krieger to Hochschild, Kohn, thence binding reversely on a part of said sixth line, (5) South 07' 00' 00" West 129.73 feet to the beginning of said line, and thence binding reversely on the fifth line of said 16.0262 acre parcel, (6) northwesterly, by a curve to the left with the radius of 19.00 feet, the distance of 53.46 feet, the chord of said arc being North 73'36' 22" West 37.49 feet, to the place of beginning, Containing 0.1033 of and Acre of Land, more or less, according to a survey prepared by Matz, Childs & Associates, dated December 18, 1970.

TOGETHER WITH easements appurtenant to the above described land as set forth in that certain Construction, Operation and Reciprocal Easement Agreement between Sears, Roebuck and Company, et al, dated April 7, 1971 and recorded In Liber OTG 5178, folio 250, and first · Agreement Modifying Construction, Operation and Reciprocal·Easement Agreement dated September 14, 1971 and recorded In Liber 5226,folio 988,by and between Sears, Roebuck and Company, Hochschild, Kohn and Company and Security Square Inc., and Second Agreement Modifying and Supplementing Construction, operation and Reciprocal Easement Agreement dated June 25, 1973 and recorded In Liber 5370, folio 538, by and between Sears, Roebuck and Company, Hochschild, Kohn & Company, J.C. Penney Properties, Inc., and Security Square Associates, and Third Agreement Modifying and Supplementing Construction, Operation and Reciprocal Easement Agreement dated August 1, 1979 and recorded In Liber 6102, folio 121, by and between Sears, Roebuck and Company, et al.

For informational purpose only:
TAX ID# 01-18-00-010197 (6901 SECURITY BLVD)
TAX ID# 01-16-00-003469 (ROLLING ROAD)
TAX ID# 01-16-00-003470 (SECURITY BLVD)
TAX ID# 01-16-00-003471 (SECURITY BLVD)
TAX ID# 01-16-00-003472 (ROLLING ROAD)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0044, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

SCHEDULE B

Legal Description of the [_____] Parcel

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0045, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

0035112 036

LEGAL DESCRIPTION

EXHIBIT "A"

All that 11.9996 acre parcel, Security Shopping Center, East of Rolling Road, South of Security Boulevard, First Election District of Baltimore County, Maryland.

BEGINNING FOR THE SAME at a point at the end of the seventh line of the 42.7594 acre parcel described in the Deed dated September 27, 1971 from Security Square, Inc. to Security Square Associates, as recorded among the Land Records of Baltimore County in Liber OTG 5223, page 91, running thence four courses: (1) N 07° 00' 00" E 575.31 feet, (2) N 62° 00' 00" E 520.00 feet, (3) S 63° 00' 00" E 257.95 feet, and (4) S 28° 00' 00" E 388.80 feet to a point on the fourth line of said 42.7594 acre parcel, thence binding on a part of said fourth line (5) S 42° 39' 30" W 55.89 feet to a point on the northwest Right of Way Line of Interstate Route 70 N as shown on State Roads Commission of Maryland Plat No. 26402, thence binding on said Right of Way Line and on the fifth, sixth, and seventh lines of said 42.7594 acre parcel three courses: (6) S 48° 21' 56" W 120.23 feet, (7) southwesterly, by a curve to the right with a radius of 1382.09 feet, a distance of 723.66 feet, the chord of said arc being S 69° 21' 54" W 715.42 feet, and (8) N 82° 45' 24" W 145.52 feet to the place of beginning. Containing 11.9996 acres of land.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0046, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

SCHEDULE C

Site Plan Depicting the Parking Parcel

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0047, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

Dewberry

Dewberry & Davis LLC
3106 Lord Baltimore Drive, Suite 110
Baltimore, MD 21244-5800
410.265.9500
410.265.8875 fax
www.dewberry.com

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0048, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

EXHIBIT A

DESCRIPTION OF A

PARKING EASEMENT

BEING a part of Lot 1 as shown on a plat entitled "Revised Plat 1, Security Square Shopping Center" recorded in Plat Book EHK, JR 44 at Folio 105, being part of the property conveyed by SY, LLC to Blue Ocean Seoul Plaza, LLC by deed dated August 23, 2013 and recorded in Liber 34143 at Folio 1, all among the Land Records of Baltimore County, Maryland, and being further described as follows:

BEGINNING for the same at a point, being the southwesterly end of the North 07°00'00" East, 575.31' line of Lot 1 as shown on said plat; thence binding on the outline of Lot 1

(1) North 07°00'00" East, 575.31 feet; and

(2) North 62°00'00" East, 30.72 feet; thence departing the outline of Lot 1 to cross and include a part thereof

(3) South 33°10'16" East, 235.89 feet;

(4) South 06°52'27" West, 42.34 feet; and

(5) South 28°02'48" East, 359.47 feet to a point on the 723.66' curved line of Lot 1; thence binding on the outline of Lot 1

(6) 250.70 feet along the arc of a curve deflecting to the right, having a radius of 1382.09 feet and a chord bearing South 79°10'06"West, 250.36 feet; and

(7) North 82°45'24" West, 145.52 feet to the point of beginning, containing 129,325 square feet or 2.9689 acres of land, more or less.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0049, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

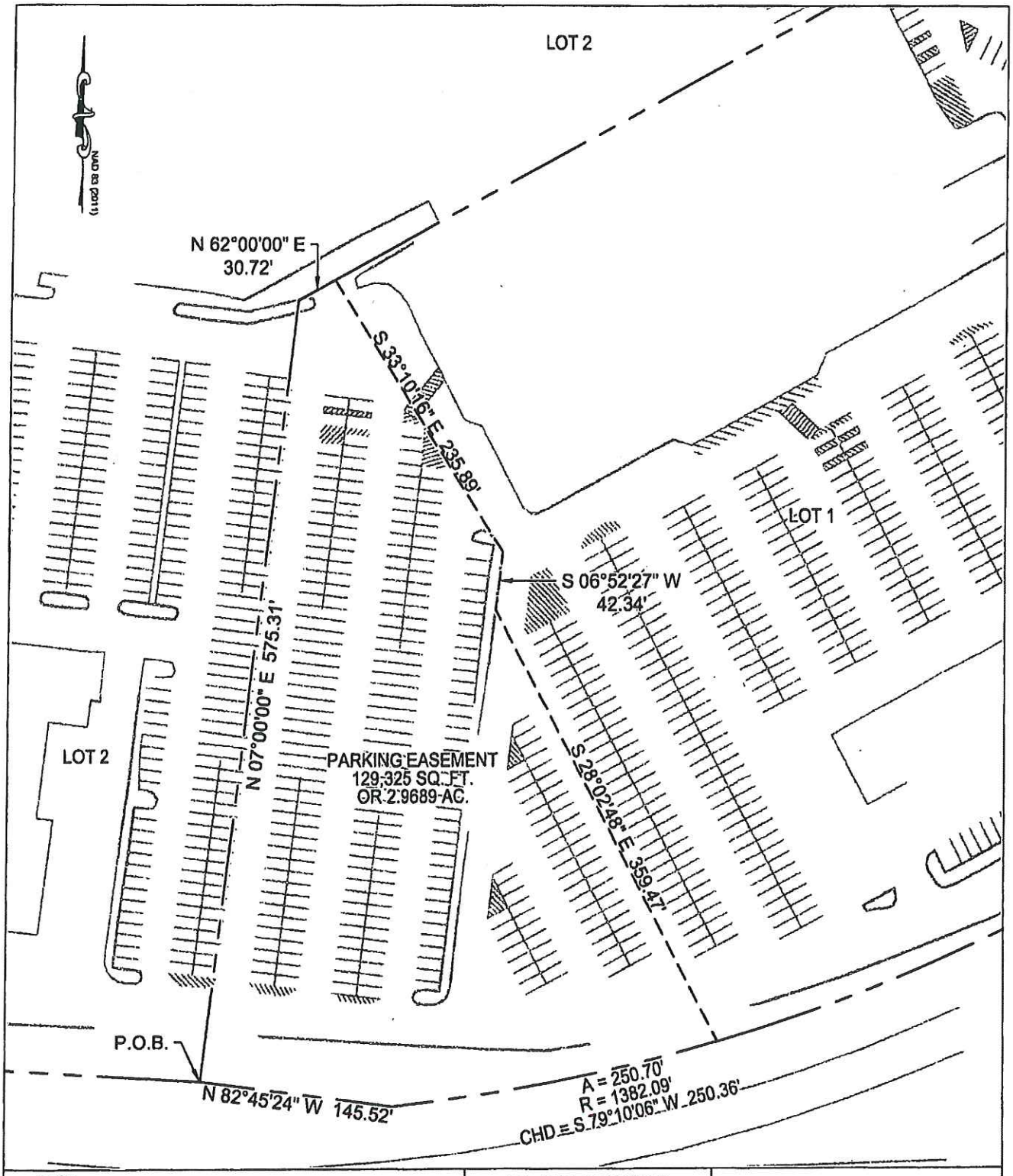
I hereby certify that I was in responsible charge of the preparation of this document, and any survey work reflected in it, and that it has been prepared in accordance with COMAR 09.13.06.12.

W. Joseph Hines
Professional Land Surveyor
Maryland Registration No. 10887
License Expires: 5-08-2016

STATE OF MARYLAND
WILLIAM JOSEPH HINES
No. 10887
PROFESSIONAL LAND SURVEYOR

04.05.16
Date

Dewberry



Dewberry®

Dewberry Consultants LLC
Formerly known as
Dewberry & Davis LLC

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W. JOSEPH HINES
STATE OF MARYLAND
WILLIAM JOSEPH HINES
No. 10887
PROFESSIONAL LAND SURVEYOR

PROFESSIONAL LAND SURVEYOR MD. #10887
LICENSE EXP. DATE 5-8-16

EXHIBIT B	SHEET 1 OF 1	SCALE 1"=100'

PARKING EASEMENT ACROSS LOT 1 SECURITY SQUARE SHOPPING CENTER

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0050, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only
(Type or Print in Black Ink Only - All Copies Must Be Legible)

1	Type(s) of Instruments		Deed		Mortgage		Other:	
		X	Easement Agr		Lease			
2	Conveyance Type Check Box		Improved Sale Arms-Length [1]		Unimproved Sale Arms-Length [2]		Mult. Accounts Arms-Length [3]	Not an Arms-Length Sale [9]
3	Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation						
		State Transfer						
		County Transfer						

Space Reserved for Circuit Court Clerk Recording Violation

4	Consideration Amount		Finance Office Use Only	
	Purchase Price/Consideration		Transfer and Recordation Tax Consideration	
	Any New Mortgage		Transfer Tax Consideration	$
Consideration and Tax Calculations	Balance of Existing Mortgage		X ( )% =	$
	Other		Less Exemption Amount -	$
			Total Transfer Tax =	$
	Other		Recordation Tax Consideration	$
			X ( )% =	$
	Full Cash Value		TOTAL DUE	$

5	Amount of Fees	Doc. 1	Doc. 2	Agent
	Recording Charge	75.00	.00	
Fees	Surcharge	40.00	.00	Tax Bill:
	State Recordation Tax	.00	.00	
	State Transfer Tax	.00	.00	C.B. Credit:
	County Transfer Tax (if Applicable)	.00	.00	
	Other			Ag. Tax/Other:
	Other			

EAS

6	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
Description of Property	01	1800010197, 1600003469, 1600003470, 1600003471 & 1600003472	29375/480			☐

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	Sq. Ft./Acreage (4)

SDAT requires submission of all applicable information. A Maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

Location/Address of Property Being Conveyed (2)
6901 Security Blvd; Rolling Rd; & Security Blvd

Other Property Identifiers (if applicable)	Water Meter Account No.

Residential ☐ or Non-Residential ☒ | Fee Simple X or Ground Rent ☐ Amount:

Partial Conveyance? ☐Yes ☒No | Description/Amt. Of Sq. Ft./Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Transferred From	Blue Ocean Seoul Plaza, LLC, a Maryland limited liability company	
	Doc. 1 - Owner(s) of Records, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8	Doc. 1 - Grantee(s) Names	Doc. 2 - Grantee(s) Name(s)
Transferred To	Sec Square Holding LLC, a Maryland limited liability company	
	New Owner's (Grantee) Mailing Address	
	c/o Blue Ocean Realty 6609 Reisterstown Road, Baltimore, MD 21215	

9	Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)
Other Names to be Indexed		

10	Instrument Submitted By or Contact Person	
Contact/Mail Information	Name: Rebecca Stanton	X Return to Contact Person
	Firm: Residential Title & Escrow Company	☐ Hold for Pickup
	Address: 100 Painters Mill Road, #200, Owings Mills, MD 21117	X Return Address Provided
	Phone: 410-653-3400	

Space Reserved for County Validation

11	IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER			
Assessment Information		Yes	X No	Will the property being conveyed be the grantee's principal residence?
		Yes	X No	Does transfer include personal property? If yes, identify:
		Yes	X No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Trans. Process Verification

Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.

	Year	19	19	Geo:	Map	Sub	Block
	Land			Zoning	Grid	Plat	Lot
	Buildings			Use:	Parcel	Section	Occ. Cd.
	Total			Town Cd:	TAX NOT REQUIRED	Cd.	

REMARKS:

Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND

☐ COUNTY TRANSFER TAX

By _____ SUBTITLE 2, 7-3-202

Distribution: Clerk's Office, SDAT, Office of Finance, Prepare

☐ RECORDATION TAX

By _____ T.P. ART 12-108

9-15-16

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0051, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

IN THE MATTER OF:	)	**BEFORE THE**
	)	
	)	**COUNTY BOARD OF APPEALS**
BLUE OCEAN SEOUL PLAZA, LLC	)	
6901 Security Boulevard	)	**FOR**
	)	
	)	**BALTIMORE COUNTY**
1st Election District	)	
1st Councilmanic District	)	**Case No 2018-161-SPH**
	)	

Affidavit of Shirley Supik

STATE OF MARYLAND
BALTIMORE COUNTY, SS:

TO WIT:
I hereby swear upon penalty of perjury that I am currently a duly elected member of the Zoning Committee of The Liberty Road Community Council, Inc.

Shirley Supik

Shirley M Supik

ATTEST:

The Liberty Road Community Council, Inc.

Secretary

Shirley M Supik
President

Protestant
CBA Exhibit
4

IN THE MATTER OF:	)	**BEFORE THE**
	)	
	)	**COUNTY BOARD OF APPEALS**
BLUE OCEAN SEOUL PLAZA, LLC	)	
6901 Security Boulevard	)	**FOR**
	)	
	)	**BALTIMORE COUNTY**
1st Election District	)	
1st Councilmanic District	)	**Case No 2018-161-SPH**
	)	

Affidavit of Jeff Supik

STATE OF MARYLAND
BALTIMORE COUNTY, SS:

TO WIT:
I hereby swear upon penalty of perjury that I am currently a duly elected member of the Zoning Committee of The Liberty Road Community Council, Inc.

Jeff Supik

Jeff Supik

ATTEST:

Secretary

The Liberty Road Community Council, Inc.

Shirley D. Supik

President

THE LIBERTY ROAD COMMUNITY COUNCIL, INC.

RESOLVED: That at a special meeting of the Liberty Road Community Council, Inc (the "Association") held on April 10, 2018, it was decided by the Association that responsibility for review and action on all zoning matters be placed in a Zoning Committee consisting of the following members, each of whom is hereby authorized to testify on behalf of the Association before the County Board of Appeals or other duly constituted zoning agency, body, or commission:

Shirley Supik, 3525 North Rolling Road, Rockdale, Maryland 21244
Jeff Supik, 3525 North Rolling Road, Rockdale, Maryland 21244

AS WITNESS OUR HANDS AND SEAL THIS 8th day of January, 2019:

ATTEST:

Secretary

The Liberty Road Community Council, Inc.

President

THE LIBERTY ROAD COMMUNITY COUNCIL, INC.

RESOLVED: That the position of The Liberty Road Community Council, Inc. (the "Assocaition") as adopted by the Zoning Committee on the zoning matter known as:

BLUE OCEAN SEOUL PLAZA, LLC, 6901 Security Boulevard, Case No. 2018-0161-SPH before the Baltimore County Board of Appeals

is that:

1. The circumstances surrounding the uses at and development of Security Square Mall have changed dramatically since 1987, rendering the previous variance for parking invalid as it relates to the Mall as it exists today.
2. All lots, parcels, and uses within Security Square Mall, and specifically the property of Blue Ocean Seoul Plaza, LLC therein, must meet all requirements of the Baltimore County Zoning Regulations, including those regulations pertaining to parking, without any variance therefrom or reduction therein.
3. The properties comprising Security Square Mall, and specifically the property of Blue Ocean Seoul Plaza LLC therein, should be developed according to a common scheme or plan and should not be further developed or subdivided in a piecemeal fashion.

AS WITNESS OUR HANDS AND SEAL THIS 9th day of January, 2019:

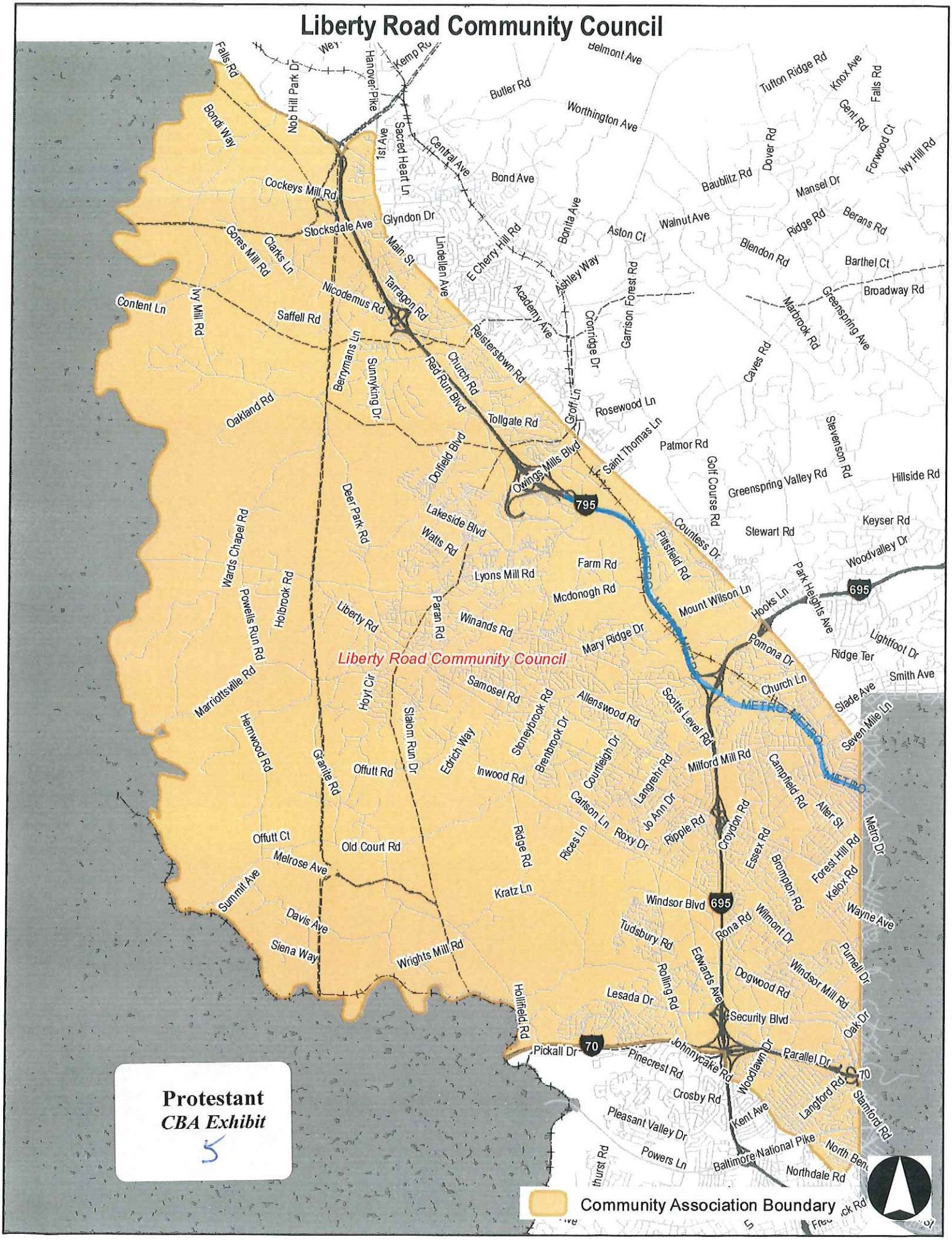
ATTEST:

Secretary

The Liberty Road Community Council, Inc.

President

Liberty Road Community Council



JRL:bh 5/8/78
Rev. 6/18/79; 8/13/79;
8/22/79; 10/17/79

LIBER 6102 PAGE 121

Protestant
CBA Exhibit
6

SECURITY SQU

Baltimore County, M

THIRD AGREEMENT MODIFYING AND SUPPLEMENTING
CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT

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THIRD AGREEMENT MODIFYING AND SUPPLEMENTING

CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of August, 1979, among SEARS, ROEBUCK AND CO., a New York corporation (hereinafter referred to as "Sears"); SUPERMARKETS GENERAL CORPORATION, a Delaware corporation, successor by merger to Hochschild, Kohn & Co., Incorporated, a Maryland corporation (hereinafter referred to as "H-K"); J. C. PENNEY PROPERTIES, INC., a Delaware corporation (hereinafter referred to as "Penney"); THE MAY DEPARTMENT STORES COMPANY, a New York corporation (hereinafter referred to as "May") (one or more of which four (4) parties are hereinafter sometimes collectively referred to as the "Department Stores"); and SECURITY SQUARE ASSOCIATES, an Ohio general partnership (hereinafter referred to as "Developer");

W I T N E S S E T H:

WHEREAS, Sears, Hochschild, Kohn & Co., Incorporated and Security Square, Inc. heretofore entered into a certain Construction, Operation and Reciprocal Easement Agreement, dated April 7, 1971, a copy of which is recorded among the Land Records of Baltimore County, Maryland in Liber O.T.G. No. 5178, Folio 250, as amended by a certain First Agreement Modifying Construction, Operation and Reciprocal Easement Agreement, dated September 14, 1971, a copy of which is recorded among the Land Records of Baltimore County, Maryland, in Liber O.T.G. No. 5226, Folio 988, which Construction, Operation and Reciprocal Easement Agreement as so amended (the "Original Agreements") affects a tract of land in the County of Baltimore more particularly described in Part IV of Exhibit "A" to said Original Agreements and referred to in said Original Agreements as the "Shopping Center Site"; and

WHEREAS, Developer is now the owner of that portion of the Shopping Center Site formerly owned by Security Square, Inc. (excluding the portion thereof now owned by Penney as hereinafter indicated) and has succeeded to all of the rights and privileges, and assumed all of the duties and obligations of Security Square, Inc. under the Original Agreements; and

WHEREAS, Security Square Associates has heretofore sold 11.998 acres of the Shopping Center Site to Penney for the construction and operation of a retail facility; and

WHEREAS, the Second Agreement Modifying and Supplementing Construction, Operation and Reciprocal Easement Agreement was

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RECITALS

A. Sears, Penney, May and Developer each is the owner of, and H-K, May and Developer each is the tenant under a ground lease of, certain land situate in the County of Baltimore, State of Maryland (hereinafter referred to as the "Sears Tract", "Penney Tract", "May Tract", "Developer Tract" and "H-K Tract", respectively). May and Developer each is the tenant under a ground lease of certain additional land situate in the County of Baltimore, State of Maryland (hereinafter referred to as the "May Leased Tract" and "Developer Leased Tract", respectively). The Sears Tract, H-K Tract, Developer Tract (and Developer Leased Tract), Penney Tract and May Tract (and May Leased Tract) are described in Part I, Part II, Part III, Part IV and Part V respectively, of Exhibit "A" hereof and respectively located as shown on the plot plan attached hereto as Exhibit "B" hereof. Except where expressly provided to the contrary, all references to the May Tract and Developer Tract are intended to include such party's Leased Tract.

B. The parties hereto desire that their respective Tracts (said Tracts being hereinafter sometimes collectively referred to as the "Shopping Center Site") be a part of a regional shopping center. The Shopping Center Site is more particularly described in Part VI of Exhibit "A" hereof.

C. Sears has heretofore constructed, and desires to operate or cause to be operated (and, in fact, is now operating) on the Sears Tract: (i) a retail facility in one or more buildings, structures and/or installations (hereinafter collectively referred to as the "Sears Store" and particularly referred to as the "Sears Principal Building", the "Sears TBA" and the "Sears Outdoor Sales Area") to be located from time to time on or within that portion or portions of the Sears Tract designated respectively as the "Sears Principal Building Site", the "A.S.C." and the "Outdoor Sales Area" on Exhibit "B" hereof (and collectively referred to as the "Sears Store Site"), and (ii) improvements constituting Common Area (as that term is defined in Section 1.2 hereof).

D. H-K has heretofore constructed, and desires to operate or cause to be operated (and, in fact, is now operating) on the H-K Tract: (i) a retail facility in one or more buildings, structures and/or installations (hereinafter collectively referred to as the "H-K Store" and particularly referred to as the "H-K Principal Building", the "H-K TBA" and the "H-K Outdoor Sales Area") to be located from time to time on or within that portion or portions of the H-K Tract designated respectively as the "H-K Principal Building Site", the "H-K TBA Site" and the "Outdoor Sales Area" on Exhibit "B" hereof

BALTIMORE COUNTY CIRCUIT COURT (Land Records) EHK Jr. 6102, p. 0125. MSA_CE62_5957. Date available 01/08/2006. Printed 01/07/2019.

I. In order to make integrated use of their Tracts as a regional shopping center; to confirm the easements granted in the Original Agreements and the REA; to provide for easements in, to, over, under and across their respective Tracts; and to provide for the other agreements herein contained, Sears, H-K, Penney, May and Developer respectively desire to enter into this Agreement.

IN CONSIDERATION of the respective covenants, conditions and agreements herein contained, the parties hereto hereby respectively agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement, the terms defined hereinafter in this Article I shall have the following respective meanings:

Section 1.1. The term "Termination Date" shall refer to the date when this Agreement shall terminate, which date shall be the first to occur of: (i) the date upon which this Agreement terminates as provided in Section 11.8 (D) hereof; (ii) the date upon which this Agreement shall terminate as provided in Article XVI hereof; (iii) the date upon which, subject to the provisions of Article XIII hereof, a retail facility of at least 100,000 square feet of Floor Area is not being operated on any one of the Sears Tract or the H-K Tract or the Penney Tract (provided, however, no interruption in operation of such retail facilities for a cause or event set forth in Article XX hereof, or in the operation of a retail facility due to repair, reconstruction, razing, alteration or replacement of the Sears Improvements or the H-K Improvements or the Penney Improvements, as the case may be (as those terms are defined in Section 1.3) shall be deemed a cessation in operation of such retail facilities); or (iv) April 6, 2021. The foregoing provisions of this Section 1.1 shall be subject to the provisions of Section 8.7.

Section 1.2. The term "Common Area" shall refer to and include all portions of the Shopping Center Site which are now or will be, upon completion of construction of the various facilities thereon and upon the improvement thereof (as hereinafter provided) available for the general use, convenience and benefit of all the parties hereto and Permittees (as that term is defined in Section 1.13), subject to the provisions of Section 22.10, excepting, however, from the foregoing definition:

(A) the portions of the Sears Tract, H-K Tract, Penney Tract, May Tract and Developer Tract respectively occupied at any time and from time to time by the Sears Store, the H-K Store, the Penney Store,

BALTIMORE COUNTY CIRCUIT COURT (Land Records) EHK Jr. 6102, p. 0127, MSA_CE62_5957. Date available 01/03/2006. Printed 01/07/2019.

the May Store and the Mall Stores, respectively;

(B) truck facilities, including truck ramps, tunnels, service areas, docks and loading, parking and turn-around facilities (except as the same may be also used for Parking Area, as that term is defined in Section 1.8) and delivery concourses (hereinafter collectively referred to as "Truck Facilities");

(C) those portions of the Shopping Center Site which may from time to time be occupied by any duly dedicated public street or highway; and

(D) the gasoline pump islands and facilities and adjacent apron constructed by an Occupant for use in connection with and as an adjunct to any TBA.

The Common Area shall include, without limiting the generality of the foregoing: (i) the Parking Area (as that term is defined in Section 1.8); (ii) the Enclosed Mall; (iii) the Common Utility Facilities (as that term is defined in Section 2.1 (B) (5)); (iv) the Perimeter Sidewalks (as that term is defined in Section 1.18); (v) retaining walls, and grade separations in lieu thereof, located beyond the perimeter walls of any Completed Building(s) (as that term is defined in Section 1.6); and (vi) rest rooms and stairways within the Common Area (exclusive of the Enclosed Mall and such portions of the Shopping Center Site as may be used as Common Area maintenance offices and equipment sheds).

Section 1.3. (w) The term "Sears Improvements" shall refer to and include: (A) the Sears Store, including the Sears Expansion (as that term is defined in Section 3.5 (A)), (B) Common Area on the Sears Tract, (C) any Truck Facilities constructed on the Sears Tract, (D) Utility Laterals (as that term is defined in Section 2.1 (B) (5)) on the Sears Tract, (E) gasoline pump islands and facilities and adjacent aprons used in connection with the Sears TBA, and (F) any utility and storm drainage installations installed by Sears on the Developer Tract, H-K Tract, May Tract or Penney Tract pursuant to Section 8.2 hereof,

(x) The term "H-K Improvements" shall refer to and include (A) the H-K Store, including the H-K Expansion (as that term is defined in Section 3.5 (B)), (B) Common Area on the H-K Tract, (C) any Truck Facilities constructed on the H-K Tract, (D) Utility Laterals (as that term is hereinafter defined in Section 2.1 (B) (5)) on the H-K Tract, (E) gasoline pump islands and facilities and adjacent aprons used in connection with the H-K TBA, and (F) any utility and storm drainage installations installed by H-K on the De-

BALTIMORE COUNTY CIRCUIT COURT (Land Records) EHK Jr. 6102, p. 0128. MSA_CE62_5957. Date available 01/03/2006. Printed 01/07/2019.

fail to render such determination within forty-five (45) days after completion of the respective work, as aforesaid, or if any party claims such determination clearly erroneous, then any party hereto may give the other parties notice of such fact or claim; thereafter the matter shall be settled by agreement of the parties hereto, if possible, but if no such agreement shall be reached within thirty (30) days after the giving of such notice, then the matter shall be submitted to arbitration as provided for in Article XIX hereof.

Section 1.6. The term "Completed Building(s)" shall refer to any building, structure, installation or improvement constructed for the retail, commercial or service use of an Occupant(s) on the Shopping Center Site and which is ready for use and occupancy by any Occupant(s). The issuance of a use and occupancy permit (or the equivalent thereof) by any governmental body or agency having jurisdiction thereof with respect to any building(s), structures, installations or improvements on the Shopping Center Site shall be conclusively deemed to constitute the same as ready for use and occupancy by an Occupant(s).

Section 1.7. The term "Occupant" shall refer to: (A) Developer and any other Person(s) from time to time entitled to the use and occupancy of Floor Area on, and/or any portion of, the Developer Tract under a Lease (as that term is defined in Section 1.9), (B) Sears, (C) H-K, (D) Penney, (E) May and (F) the respective licensees, concessionaires and subtenants of Sears, H-K, Penney, May and Developer.

Section 1.8. The term "Parking Area" shall refer to and include all of the Common Area except the following parts thereof: (A) the Enclosed Mall, (B) Perimeter Sidewalks, (C) Common Utility Facilities, (D) Common Area devoted to malls, rest rooms and stairways, (E) Common Area maintenance and storage buildings, and (F) Common Area amenities and signs (except traffic and directional signs). Without limiting the generality of the foregoing, the Parking Area shall include the area of the Shopping Center Site occupied by the following components: roads, drives, walkways, sidewalks, curbs, traffic lanes, traffic aisles, entrances from and exits to public roads, vehicular parking spaces, lighting standards, traffic and directional signs, landscaping located beyond the Perimeter Sidewalks of the parties hereto, perimeter retaining walls, and in addition to the areas hereinbefore specified in this Section 1.8, any other Common Area within the Shopping Center Site which shall be improved in order that automobiles and other vehicles can be driven thereon (excepting, however, Truck Facilities and the said aprons for the Sears, H-K and Penney pump islands).

BALTIMORE COUNTY CIRCUIT COURT (Land Records) EHK Jr. 6102, p. 0131, MSA_CE62_5957. Date available 01/03/2006. Printed 01/07/2019.

operating in accordance with criteria at least as favorable as those set forth in Paragraph 2 of Exhibit "C", and (B) shall be maintained and operated, subject to the provisions of Article XX hereof, in accordance with the aforesaid design criteria.

Section 7.12. The owner of any Tract may excavate land on a neighboring Tract in connection with the exercise of the easement granted under Section 8.5, but such owner shall take precautions as may be reasonably necessary to avoid damage or loss of support for any structure on said neighboring Tract, and shall furnish, periodically during construction, the written opinion of an engineering firm that such precautions are being taken; and upon completion of construction, the owner engaging in such construction shall restore the land surface (including paving) on such neighboring Tract to its condition preceding the excavation.

ARTICLE VIII
GRANT OF EASMENTS

Section 8.1.

(A) Subject to the provisions of Section 3.5, Section 9.4, Section 11.14, Section 11.15 and Section 22.10 hereof and commencing upon completion of the construction of the Common Area on the respective Tracts, each party hereto, with respect to the Common Area on its respective Tract, hereby grants, conveys and assigns to the other party(s) hereto for its respective uses, for the use of Occupants and for the use of Permittees (and for no other Persons), in common with all others entitled to use the same, mutual and reciprocal nonexclusive easements, in, to and over the Common Area located on the Tract of such Grantor, for ingress to and egress from the Shopping Center Site and all portions thereof, for the passage and parking of vehicles and the passage and accommodation of pedestrians on such parts of the Common Area of each Grantor as may be set aside, maintained and authorized for such uses pursuant to this Agreement.

(B) Each Party covenants that it will not, without the prior written consent of the other parties and except as may heretofore have been given by each of Developer, Sears, H-K and Penney in their respective contracts for purchase of their Tracts, agree with any person or governmental or public authority: (i) to relinquish cuts in median strips of Security Boulevard or Rolling Road, (ii) to restrict turns into or out of the Ring Road or Access Roads from or to public roads or private property, (iii) to limit in any way (by signals, signs or otherwise) traffic flow on the Ring Road, (iv) to permit vehicular access to the Ring Road from land contiguous to the Shopping Center Site except as shown on Exhibit "B", or (v) to allow cuts to be made in the median strips of the Ring Road or Access Roads other than as shown on Exhibit "B".

BALTIMORE COUNTY CIRCUIT COURT (Land Records) EHK Jr. 6102, p. 0150, MSA_CE62_5957. Date available 01/09/2006. Printed 01/07/2019.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38648, p. 0426, MSA_CE62_38505. Date available 02/27/2017. Printed 03/07/2017.

LR - Court Order (no Taxes) Recording 20.00
Name: sec square hldgs
Ref:
LR - Surcharge 40.00
SubTotal: 60.00
Total: 67.00
02/17/2017 04:22 CC03-CR
#7820433 CC0301 - Baltimore County/CC03.01.03 - Register 03

IN THE CIRCUIT COURT
FOR BALTIMORE COUNTY, MARYLAND

Security Wards, LLC,

Plaintiff

–v–

Sec Square Holding LLC, *et al.*,

Defendants.

Case No. 03–C–13–002646 CC

FINAL DECLARATORY JUDGMENT

In accordance with Maryland Rule 2–601 and the Maryland Uniform Declaratory Judgments Act, § 3–401, *et seq.*, of the Courts and Judicial Proceedings Article, it is this 17th day of January 2017, hereby,

ORDERED, that Final Judgment in Favor of Plaintiff Security Wards, LLC is **ENTERED** against Defendants Sec Square Holding LLC, Security Sq Mall Acq LLC, Macy's Retail Holdings, Inc., and Sears, Roebuck &Co.

The Court makes the following **DECLARATION**:

> The Third Agreement Modifying and Supplementing Construction, Operation and Reciprocal Easement Agreement ("Third Agreement"), entered into as of August 1, 1979, by and between Sears, Roebuck and Co., Supermarkets General Corporation, successor by merger to Hochschild, Kohn & Co. Inc., J.C. Penney Properties, Inc., The May Department Stores Company, and Security Square Associates terminated pursuant to Section 1.1(iii) of that Agreement. Termination occurred because a retail facility of at least 100,000 square feet of Floor Area is not being operated on at least one of the Tracts named in Section 1.1(iii) of the Third Agreement.

Protestant
CBA Exhibit
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FILED JAN 25 2017

It is **FURTHER ORDERED** that this Judgment be recorded among the Land Records of Baltimore County, and the Clerk shall index it under the names of all of the original parties of the 1979 Third Amendment: Sears, Roebuck and Co.; Supermarkets General Corporation; J.C. Penney Properties, Inc.; The May Department Stores Company; and Security Square Associates; and under the names of all defendants in this action: Security Wards, LLC; Sec Square Holding, LLC; Security Sq Mall Acq, LLC; Sears Roebuck and Co.; and Macy's Retail Holdings, Inc.

The clerk shall mail a copy of this judgment to the parties and close this case.

Sherrie R. Bailey
Judge, Circuit Court for Baltimore County

True Copy Test
JULIE L. ENSOR, Clerk
Per _____
Assistant Clerk

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38648, p. 0427, MSA_CE62_38505. Date available 02/27/2017. Printed 03/07/2017.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38648, p. 0428, MSA_CE62_38505. Date available 02/27/2017. Printed 03/07/2017.

I, HEREBY CERTIFY, that this is a true copy of the records of the Circuit Court for Baltimore County, Maryland having been recorded in Case C13-2646.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 10th **day of** February **20** 17.

Julie L. Ensor

Julie L. Ensor, Clerk of the Circuit Court for Baltimore County, Maryland

CIRCUIT COURT BALTIMORE COUNTY, MD.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore County

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only
(Type or Print in Black Ink Only - All Copies Must Be Legible)

1. Type(s) of Instruments: [ ] Deed [X] Final Dec. Judg, [ ] Mortgage [ ] Lease [ ] Other:

2. Conveyance Type Check Box: [ ] Improved Sale Arms-Length [1] [ ] Unimproved Sale Arms-Length [2] [ ] Mult. Accounts Arms-Length [3] [ ] Not an Arms-Length Sale [9]

3. Tax Exemptions (if Applicable) Cite or Explain Authority: Recordation: ; State Transfer: ; County Transfer:

Space Reserved for Circuit Court Clerk Recording Violation

4. Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration		Transfer and Recordation Tax Consideration	
Any New Mortgage	$	Transfer Tax Consideration	$
Balance of Existing Mortgage	$	X ( )% =	$
Other		Less Exemption Amount -	$
		Total Transfer Tax =	$
Other		Recordation Tax Consideration	$
		X ( )% =	$
Full Cash Value		TOTAL DUE	$

5. Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	20.00	.00
Surcharge	40.00	.00
State Recordation Tax	.00	.00
State Transfer Tax	.00	.00
County Transfer Tax (if Applicable)	.00	.00
Other		
Other		

Agent: ; Tax Bill: ; C.B. Credit: ; Ag. Tax/Other:

6. Description of Property

SDAT requires submission of all applicable information. A Maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map No.	Parcel No.	Var. LOC
01	1600003467	15913/341	0094	0351	☐

Subdivision Name	Lot (3a)	Block (3b)	Sec/AR (3c)	Plat Ref.	Sq. Ft./Acreage (4a)
				35-142	16.026

Location/Address of Property Being Conveyed (2): Rolling Road

Other Property Identifiers (if applicable): ; Water Meter Account No.:

Residential ☐ or Non-Residential ☒ | Fee Simple X or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☒ No | Description/Amt. Of Sq. Ft./Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7. Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Security Wards, LLC	

Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8. Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Sec Square Holdings, LLC, Security Sq Mall Acq, LLC, Macy's Retail Holdings, Inc., and Sears, Roebuck & Co.	

New Owner's (Grantee) Mailing Address:

9. Other Names to be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)
Sears, Roebuck and Co.; Supermarkets General Corporation; J.C. Penny Properties, Inc.; The May Department Store Company; and Security Square Associates.	

10. Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Rebecca Stanton
Firm: Residential Title & Escrow Company
Address: 100 Painters Mill Road, #200, Owings Mills, MD 21117
Phone: 410-653-3400

[X] Return to Contact Person
[ ] Hold for Pickup
[X] Return Address Provided

Space Reserved for County Validation

11. Assessment Information

IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

[ ] Yes [X] No Will the property being conveyed be the grantee's principal residence?
[ ] Yes [X] No Does transfer include personal property? If yes, identify:
[ ] Yes [X] No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

☐ Terminal Verification ☐ Agricultural Verification ☐ ☐ Whole ☐ Part ☐ Trans. Process Verification

Transfer Number: Date Received: Deed Reference: Assigned Property No.:

Year	19	19	Geo	Map	Subt	Block	Ag Cd
Land			Zoning	Grid	Plat	Lot	Occ Cd
Buildings			Use	Parcel	Neighborhood	Section	
Total			Town Cd.	Sc	Ex. Budget and Finance		

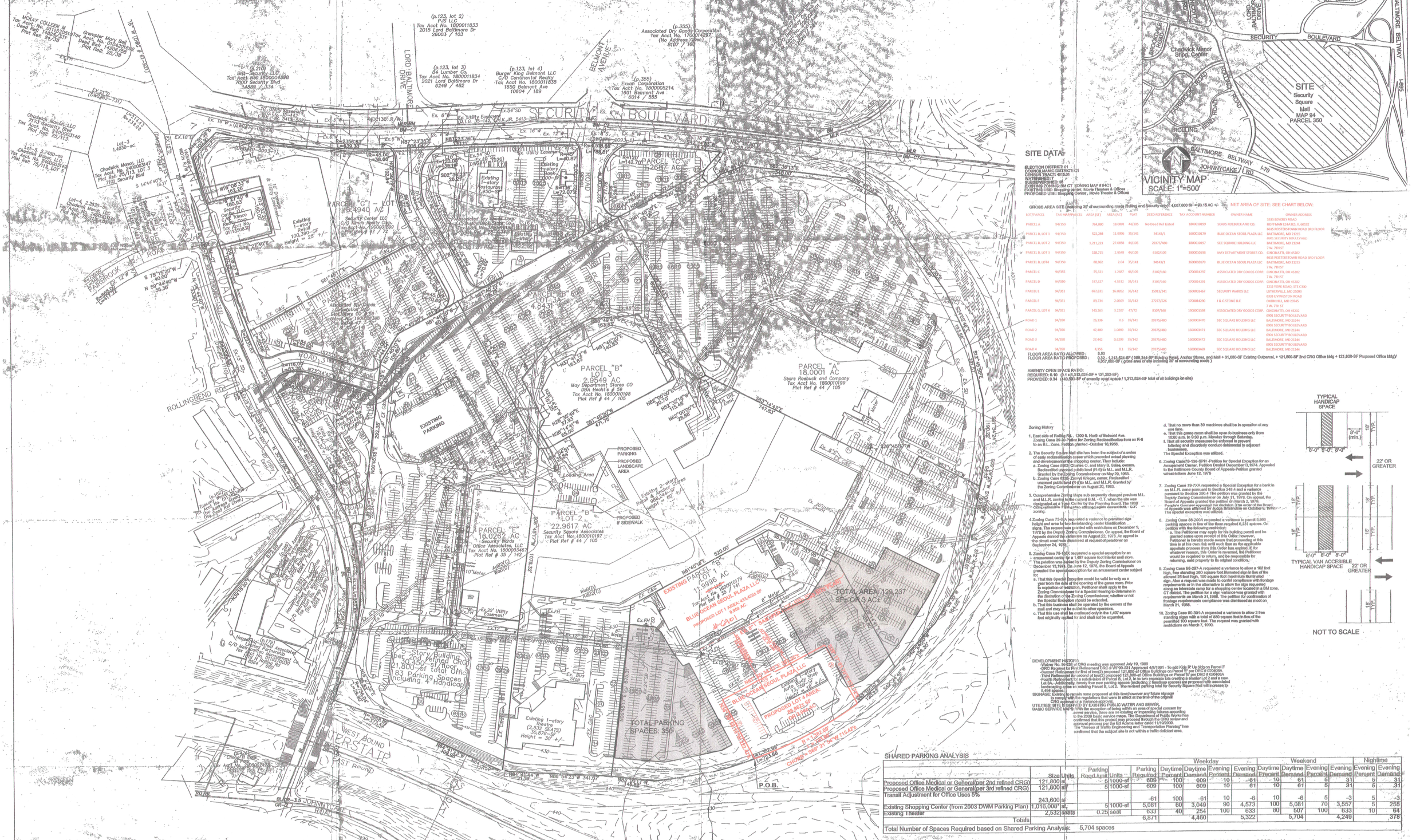
REMARKS:

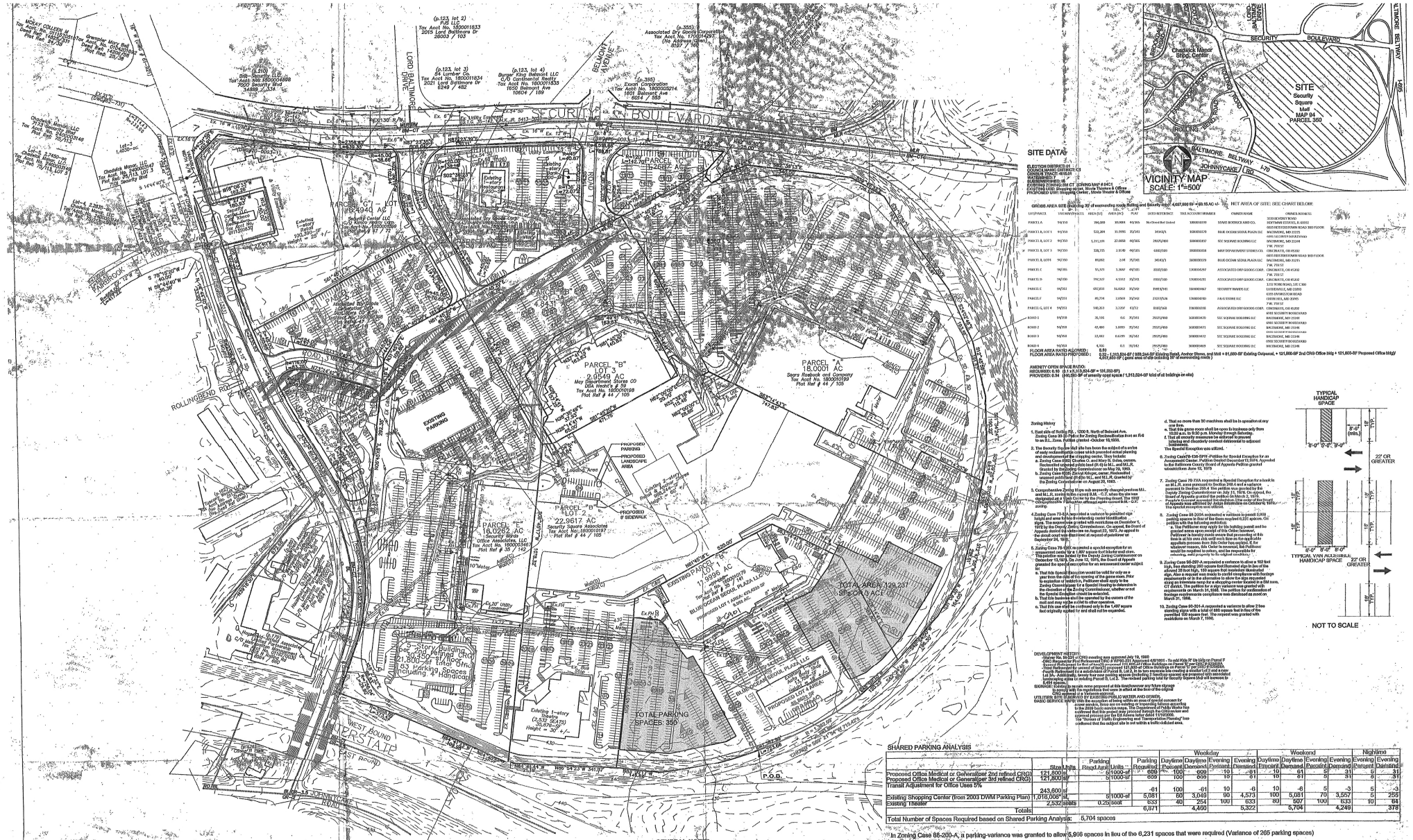
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
TRANSFER TAX
COMPLIANCE
SUBTITLE 2, § 29-2

Distribution: Clerk's Office, SDAT, Office of Finance, Preparer

☐ RECORDATION TAX Per ☐ T.P. ART 12-108 Date 4/17/17

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 38648, p. 0429. MSA_CE62_38505. Date available 02/27/2017. Printed 03/07/2017.


SECURITY BOULEVARD
LORD BALTIMORE DRIVE
BELMONT AVENUE
ROLLINGBEND RD.
FAIRBROOK RD.
WEST BOUND INTERSTATE 70
EAST BOUND
BALTIMORE BELTWAY I-695
JOHNNYCAKE ROAD
PARCEL "A" 18.0001 AC
Sears Roebuck and Company
Tax Acct No. 1800010199
Plat Ref # 44 / 105
PARCEL "B" LOT 3 2.9549 AC
May Department Stores CO
DBA Hecht's # 59
Tax Acct No. 1800010198
Plat Ref # 44 / 105
PARCEL "B" LOT 2 22.9617 AC
Security Square Associates
Tax Acct No. 1800010197
Plat Ref # 44 / 105
PARCEL "B" LOT 1 11.9996 AC
Tax Acct No. 1800010179
Plat Ref # 35 / 141
PARCEL "C" 11.2682 AC
PARCEL "C" - LOT B 4.940 AC
Security Center LLC
C/O Kimco Realty Corp.
Tax Acct No. 1800001099
Plat Ref # 17 / 72
PARCEL "C" 16.0262 AC
Security Woods Office Associates, LLC
Tax Acct No. 1800003467
Plat Ref # 35 / 142
PARCEL "D" 4.3431 AC
LOT 3A
PARCEL "E" 2.2330 AC
LOT 4
EXISTING PARKING
PROPOSED PARKING
PROPOSED LANDSCAPE AREA
PROPOSED 8' SIDEWALK
Loading Area
Existing 2-story Retail 288,244 SF Height = 60' +/-
Existing 1-story Restaurant 5,950 SF
Existing 1-story Retail 100,399 SF Height = 25' +/-
Existing 1-story Theatre (2,532 SEATS) 35,878 SF Height = 30' +/-
Existing 5-Story Building per 2000 Permit No. 0111E0363 21,800 SF Total Office 183 Parking Spaces including 4 Handicap
TOTAL PARKING SPACES: 350
EXISTING PARCEL "B" LOT 1 11.9996 AC
PROPOSED LOT 1 AREA: 433,4225 SF 9.951 AC.
PROPOSED LOT 2 AREA: 85,8623 SF 1.971 AC.
BLUE OCEAN SEOUL PLAZA LLC
TOTAL AREA 129,287 SF OR 2.9 AC.
P.O.B.
Existing Parking Garage 2 Story 35,000 SF Height = 20' +/-
Existing 1-story Retail 3,000 SF Height = 20' +/-
Existing 1-story Retail 5,000 SF Height = 20' +/-
Existing 1-story Retail 3,000 SF Height = 20' +/-
Existing 1-story Retail 3,000 SF Height = 20' +/-
Existing 1-story Retail 3

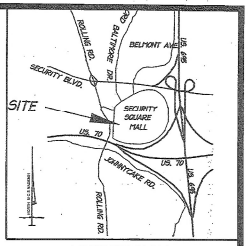

SECURITY BOULEVARD
LORD BALTIMORE DRIVE
BELMONT AVENUE
ROLLINGBEND ROAD
PARKBROOK ROAD
WEST BOUND INTERSTATE 70
EAST BOUND INTERSTATE 70
PARCEL "C" LOT 1 4.8441 AC
PARCEL "B" LOT 3 2.9549 AC
PARCEL "A" 18.0001 AC
PARCEL "B" LOT 2 22.9617 AC
PARCEL "E" 16.0262 AC
PARCEL "D" 17.3996 AC
EXISTING PARCEL "D" 17.3996 AC
PROPOSED PARCEL "D" 17.3996 AC
EXISTING PARCEL "F" 1.5262 AC
PROPOSED PARCEL "F" 1.5262 AC
TOTAL AREA: 129.237 SF/2.9 AC (+/-)
TOTAL PARKING SPACES: 350
EXISTING PARKING
PROPOSED LANDSCAPE AREA
PROPOSED 8' SIDEWALK
Existing 2-story Security Square Office Building 21,800 SF Floor Area Including Parking Spaces Handicap
Existing 1-story Theaters (5,670 SF) Height = 30' +/-
Existing 1-story Theaters (2,520 SCFU) Height = 30' +/-
Existing Restaurant 3,500 SF
Existing Restaurant 6,000 SF
Existing Restaurant 4,000 SF
Existing Restaurant 3,000 SF
Existing Restaurant 3,000 SF
Existing Restaurant 3

PARKING TOTALS:

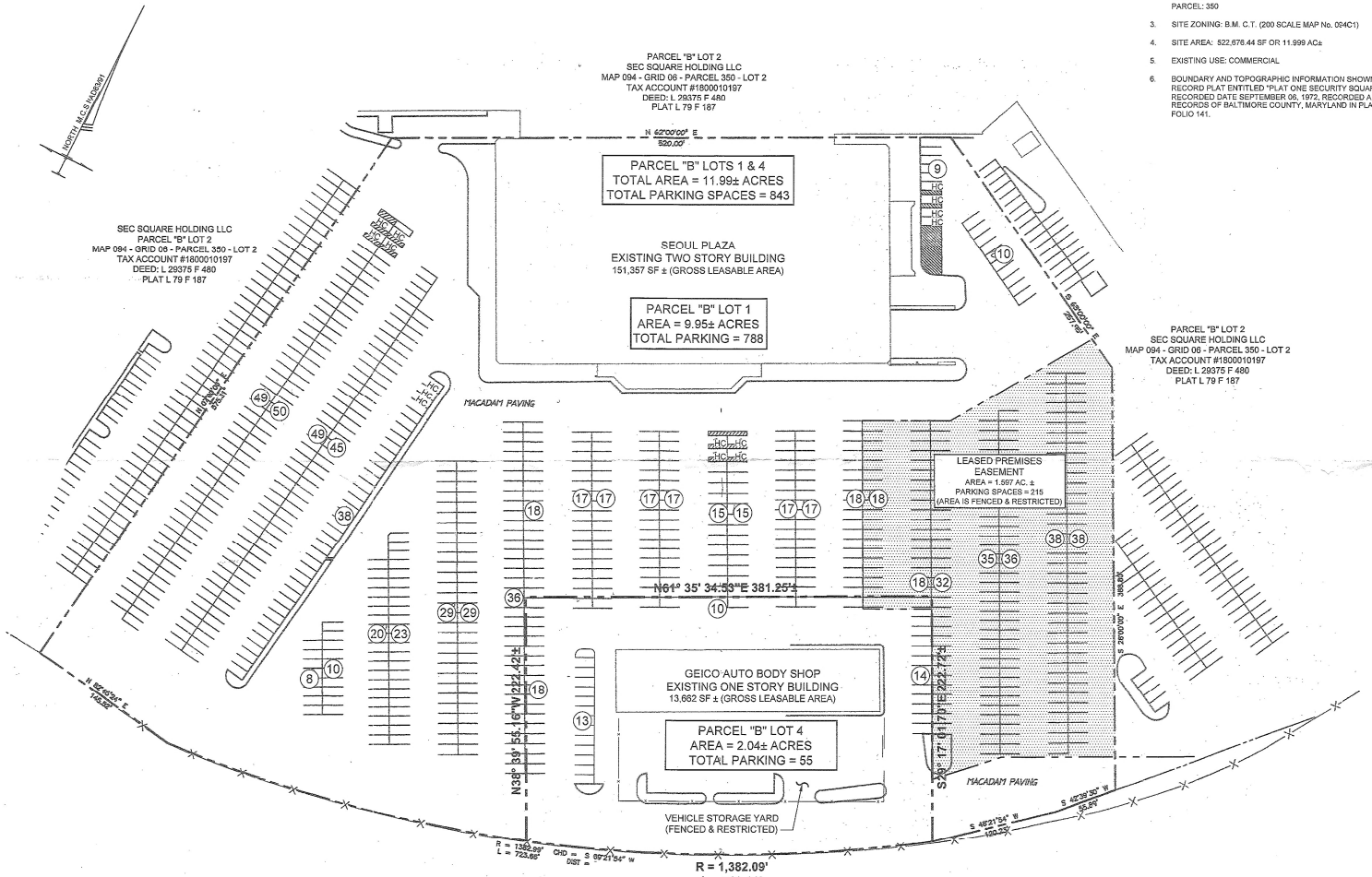
PARCEL "B" LOT 1 =	788
PARCEL "B" LOT 4 =	55
PARCEL "B" TOTAL =	843

GENERAL NOTES:

1. OWNERS:
   BLUE OCEAN SEOUL PLAZA LLC
   6615 REISTERSTOWN ROAD, 3RD FLR.
   BALTIMORE, MARYLAND, 21215
2. SITE DATA:
   TAX ACCOUNT NUMBER: 1600010179
   DEED REFERENCE: LIBER 34143 FOLIO 00001
   PLAT REFERENCE: LIBER 35 FOLIO 141
   TAX MAP: 94
   GRID: 06
   PARCEL: 350
3. SITE ZONING: B.M. C.T. (200 SCALE MAP No. 094C1)
4. SITE AREA: 522,676.44 SF OR 11.999 AC±
5. EXISTING USE: COMMERCIAL
6. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS FROM A RECORD PLAT ENTITLED "PLAT ONE SECURITY SQUARE SHOPPING CENTER" RECORDED DATE SEPTEMBER 06, 1972, RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY, MARYLAND IN PLAT BOOK O.T.G. 35, FOLIO 141.



VICINITY MAP
SCALE: 1" = 2000'



LOT 1

SEOUL PLAZA SHOPPING CENTER

FIRST FLOOR

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
210	STORAGE	32,464	N/A	N/A	-
2022	STORAGE	279	N/A	N/A	-
2026	DANCE STUDIO	1,127		1 PER / LARGEST SHIFT	10
2030	ATSU BRAIDING	1,195	BEAUTY SHOP	5/1000 SF	6
2036	DOMINICAN HAIR SLINE	859	BEAUTY SHOP	5/1000 SF	5
2038	FOUNDATION CHURCH	1,889	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	8
2039	QUICK CASH/TAX	1,216	OFFICE	3.3/1000 SF	5
2046	YAKI BRAIDING	1,082	BEAUTY SHOP	5/1000 SF	6
N/A	PROPOSED CHURCH	N/A	CHURCH	1500 SEATS @ 1 PARKING SPACE/4 SEATS	375
2056	PSALMS & PRAISE CHURCH	1,947	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	8
TOTALS:		42,078			423

VACANT FIRST FLOOR SUITES TOTALING: 39,201 SF +/-

SECOND FLOOR

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
3018	DANCE STUDIO	1,901			-
3026	LEE'S BILLIARDS - MOVING TO FIRST FLOOR	6,634	POOL HALL	4/1000 SF	27
3046	LOS FLORES	432	CARRYOUT RESTAURANT	5/1000 SF	5
3060	SEOUL GYM/SPA	38,621	HEALTH SPA	10/1000 SF - TYPE DEPARTMENT LIMITS TO 49 OCCUPANCY	49
TOTALS:		27,588			81

VACANT SECOND FLOOR SUITES TOTALING: 14,068 SF +/-

NORTH AMERICAN TRADE SCHOOL LEASE

W/ 25 AGREEMENT FOR 210 PARKING SPACES | | | | | 215

TOTAL REQUIRED PARKING FOR PARCEL 'B' LOT 1	719
TOTAL PROVIDED PARKING FOR PARCEL 'B' LOT 1	788
LESS LEASED AREA (215)	573

LOT 4

AUTO BODY SHOP

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
N/A	GEICO AUTO BODY	13,662	PERSONAL SERVICE EST.	3.3/1000 SF	46
TOTALS:		13,662			46

TOTAL PARKING PROVIDED FOR PARCEL 'B' LOT 4:	55
TOTAL PARKING FOR PARCEL 'B' LOTS 1 & 4:	843
LESS LEASED AREA	628

SITE PLAN FOR SEOUL PLAZA
BLUE OCEAN SEOUL PLAZA, LLC
6901 SECURITY BOULEVARD
BALTIMORE COUNTY, MD. 21244
1st COUNCILMANIC DISTRICT
1st ELECTION DISTRICT

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

Colbert Matz Rosenfelt, Inc.
*Engineers * Surveyors * Planners*
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

STATE OF MARYLAND — 13203 — PROFESSIONAL ENGINEER
THIS PLAN IS PREPARED IN ACCORDANCE WITH BALTIMORE COUNTY REGULATIONS

12/12/17

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. 13203 Expiration Date: 11-02-18

SCALE:	1" = 50'
DATE:	12/12/17
JOB NO.:	20120081.1
DESIGNED:	AJC
DRAWN:	AJC
CHECKED:	REM
FILE:	20120081-I SEOUL PLAZA.DWG
DRAWING NUMBER:	ST-01
SHEET	1 OF 1

NO.	DATE	REVISIONS:	BY

Pet. No. 1 2018-0161-SPH

PARKING TOTALS:

PARCEL "B" LOT 1 =	788
PARCEL "B" LOT 4 =	55
PARCEL "B" TOTAL =	843

GENERAL NOTES:

1. OWNERS:
   BLUE OCEAN SEOUL PLAZA LLC
   6815 REISTERSTOWN ROAD, 3RD FLR.
   BALTIMORE, MARYLAND, 21215
2. SITE DATA:
   TAX ACCOUNT NUMBER: 1600010179
   DEED REFERENCE: LIBER 34143 FOLIO 00001
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   TAX MAP: 94
   GRID: 08
   PARCEL: 350
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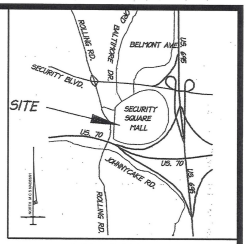
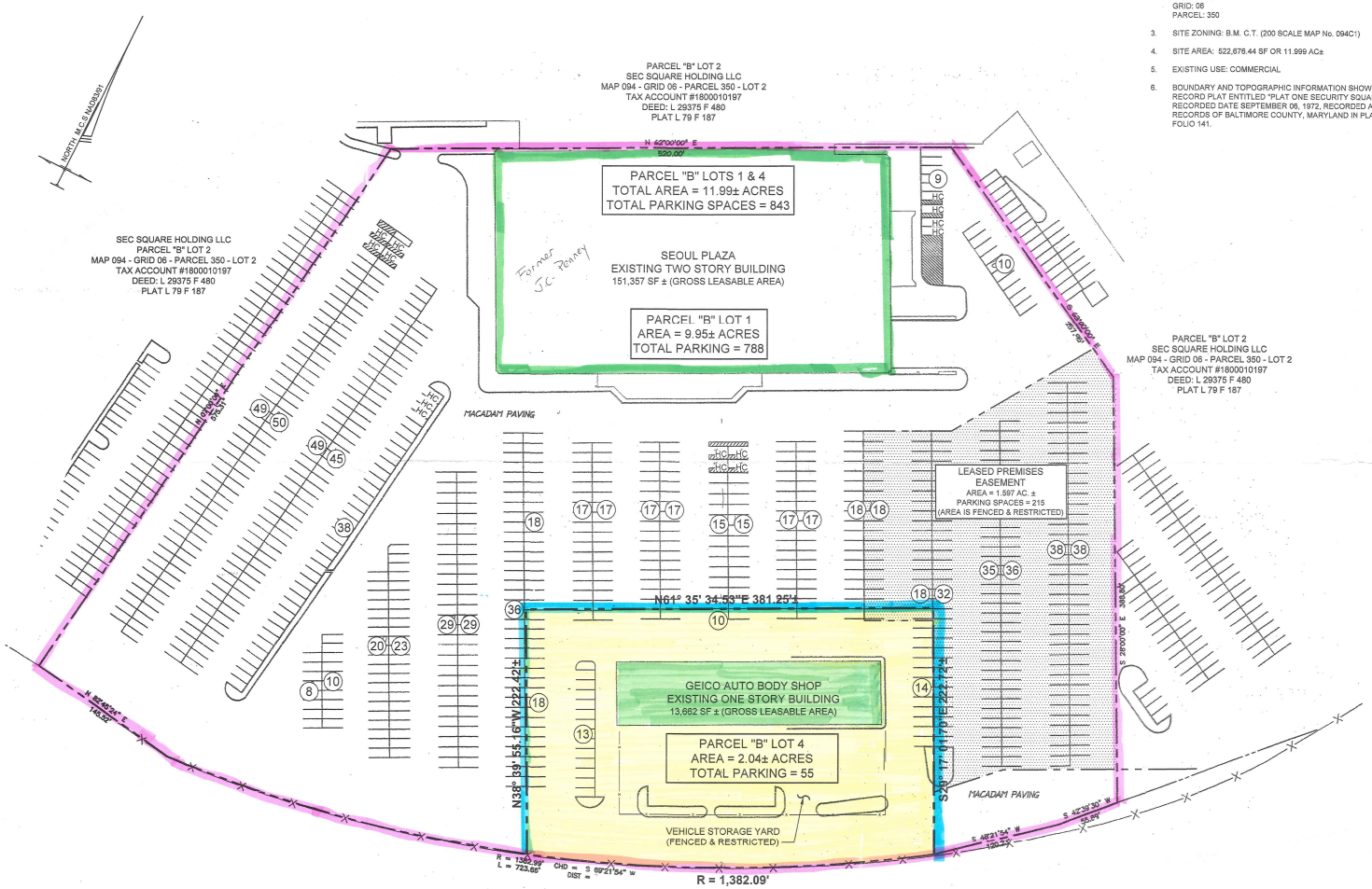


VICINITY MAP
SCALE: 1" = 2000'



LOT 1
SEOUL PLAZA SHOPPING CENTER
FIRST FLOOR

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
210	STORAGE	32,464	N/A	N/A	
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2036	DOMINICAN HAIR SURE	859	BEAUTY SHOP	5/1000 SF	5
2038	FOUNDATION CHURCH	1,889	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	8
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N/A	PROPOSED CHURCH	N/A	CHURCH	1500 SEATS @ 1 PARKING SPACE/4 SEATS	375
2056	PSALMS & PRAISE CHURCH	1,967	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	8
TOTALS:		**42,078**			**423**

VACANT FIRST FLOOR SUITES TOTALING: 29,201 SF +/-

SCCOND FLOOR

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
3018	DANCE STUDIO	1,901			
3026	LEE'S BILLARDS - MOVING TO FIRST FLOOR	6,634	POOL HALL	4/1000 SF	27
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3060	SEOUL GYM/SPA	18,621	HEALTH SPA	10/1000 SF - FIRE DEPARTMENT LIMITS TO 49 OCCUPANCY	49
TOTALS:		**27,588**			**81**

VACANT SECOND FLOOR SUITES TOTALING: 18,068 SF +/-

NORTH AMERICAN TRADE SCHOOL LEASE
LEASE AGREEMENT FOR 215 PARKING SPACES **215**

TOTAL REQUIRED PARKING FOR PARCEL 'B' LOT 1 **719**
TOTAL PROVIDED PARKING FOR PARCEL 'B' LOT 1 **788**
LESS LEASED AREA (215) **573**

LOT 4
AUTO BODY SHOP

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
N/A	GEICO AUTO BODY	13,662	PERSONAL SERVICE EST.	3.3/1000 SF	46
TOTALS:		**13,662**			**46**

TOTAL PARKING PROVIDED FOR PARCEL 'B' LOT 4: **55**

TOTAL PARKING FOR PARCEL 'B' LOTS 1 & 4: **843**
LESS LEASED AREA **628**

SITE PLAN FOR SEOUL PLAZA
BLUE OCEAN
SEOUL PLAZA, LLC
6901 SECURITY BOULEVARD
BALTIMORE COUNTY, MD. 21244
1st COUNCILMANIC DISTRICT
1st ELECTION DISTRICT

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

PETITIONER'S EXHIBIT NO. 2

Colbert Matz Rosenfelt, Inc.
*Engineers * Surveyors * Planners*
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

STATE OF MARYLAND — RICHARD EARL MOORE — 13203 — PROFESSIONAL ENGINEER
THIS PLAN IS IN COMPLIANCE WITH ALL APPLICABLE BALTIMORE COUNTY REGULATIONS.

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. 13203 Expiration Date: 11-02-18

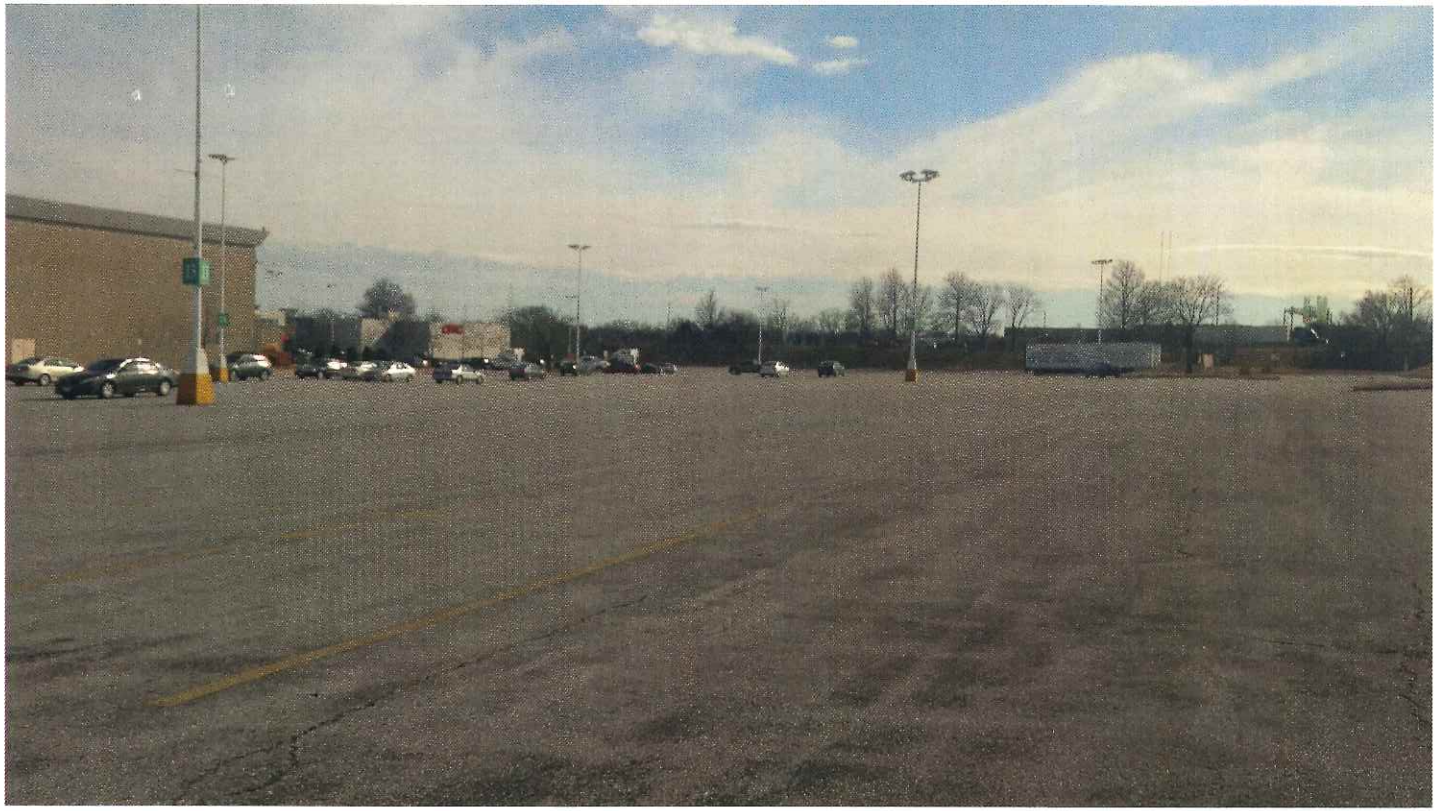
SCALE:	1" = 50'
DATE:	12/12/17
JOB NO.:	2010081.1
DESIGNED:	AJC
DRAWN:	AJC
CHECKED:	REM
FILE:	2010081-1 SEOUL PLAZA.DWG
DRAWING NUMBER:	ST-01
SHEET	1 OF 1

NO.	DATE	REVISIONS:	BY

1

2

3



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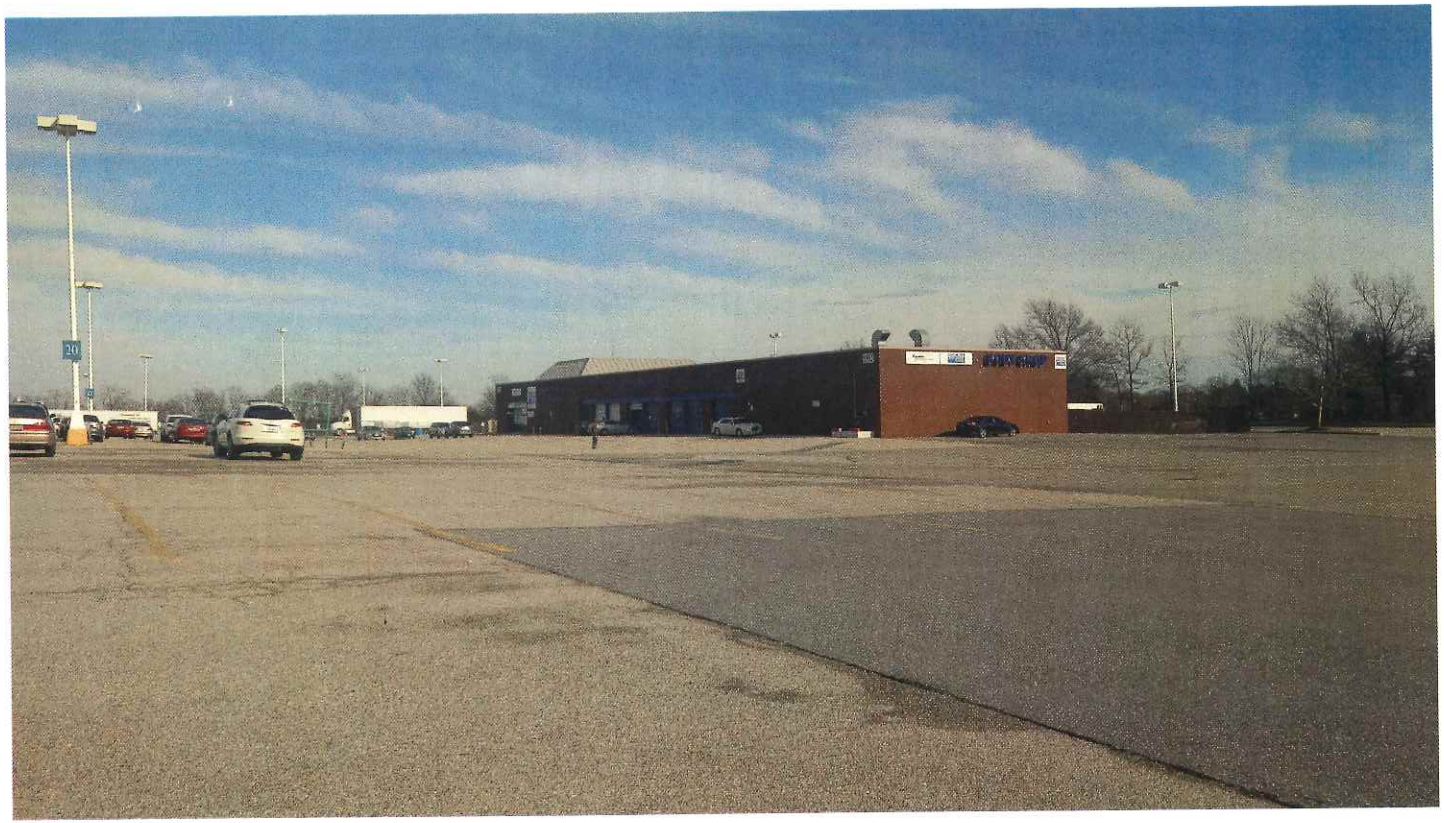


5

7

8901
OFFICE
GEICO
Auto Repair
Xpress

22

22

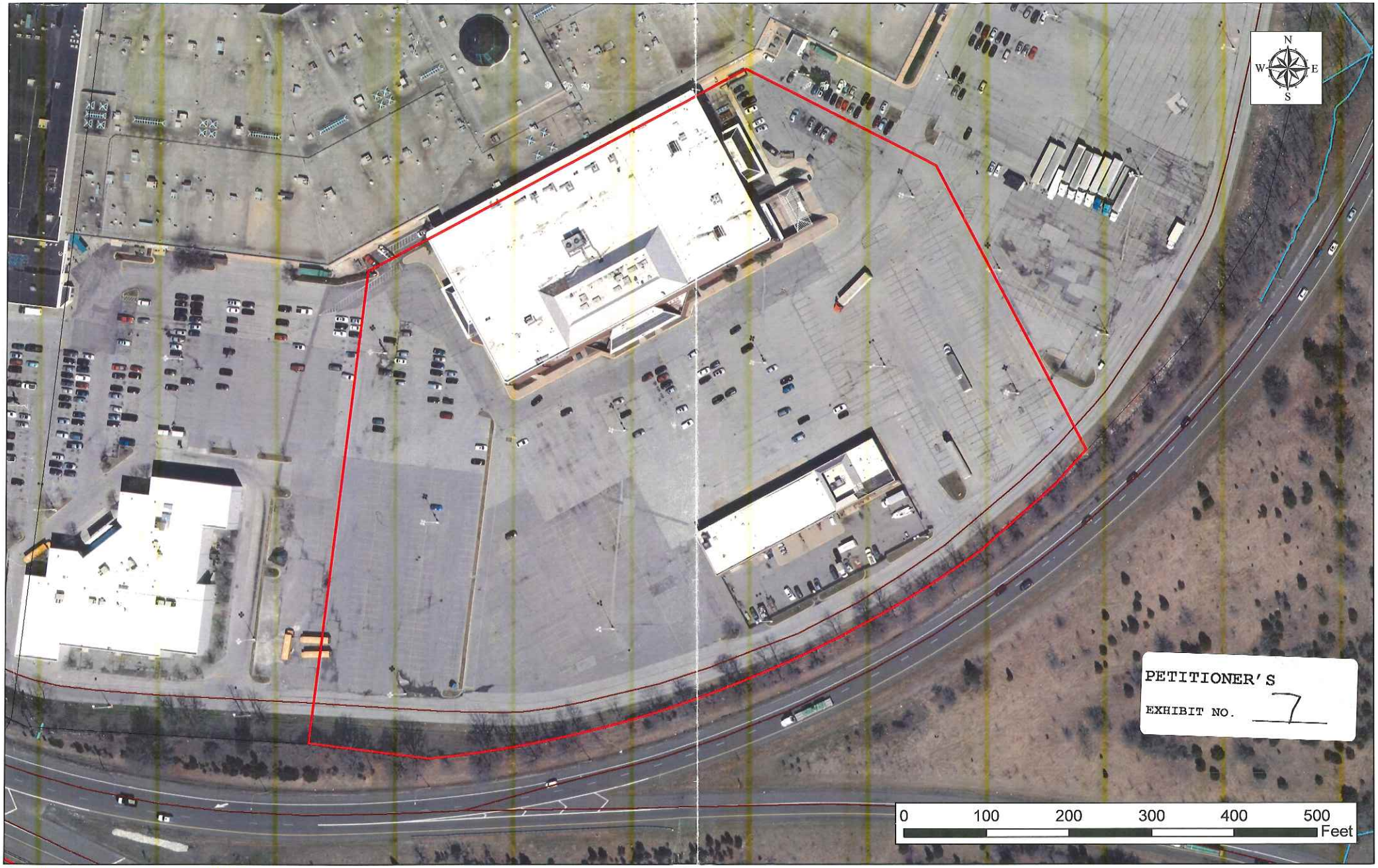
11

PETITIONER'S

EXHIBIT NO. _____

PETITIONER'S

EXHIBIT NO. 4



Aerial photography flown Spring 2017. The cadastral information on this plot was compiled from existing deed information, and is not to be considered authoritative. Map created December 2017.

Case No.: 2018-0161 SPH 6901 Security Blvd

Exhibit Sheet

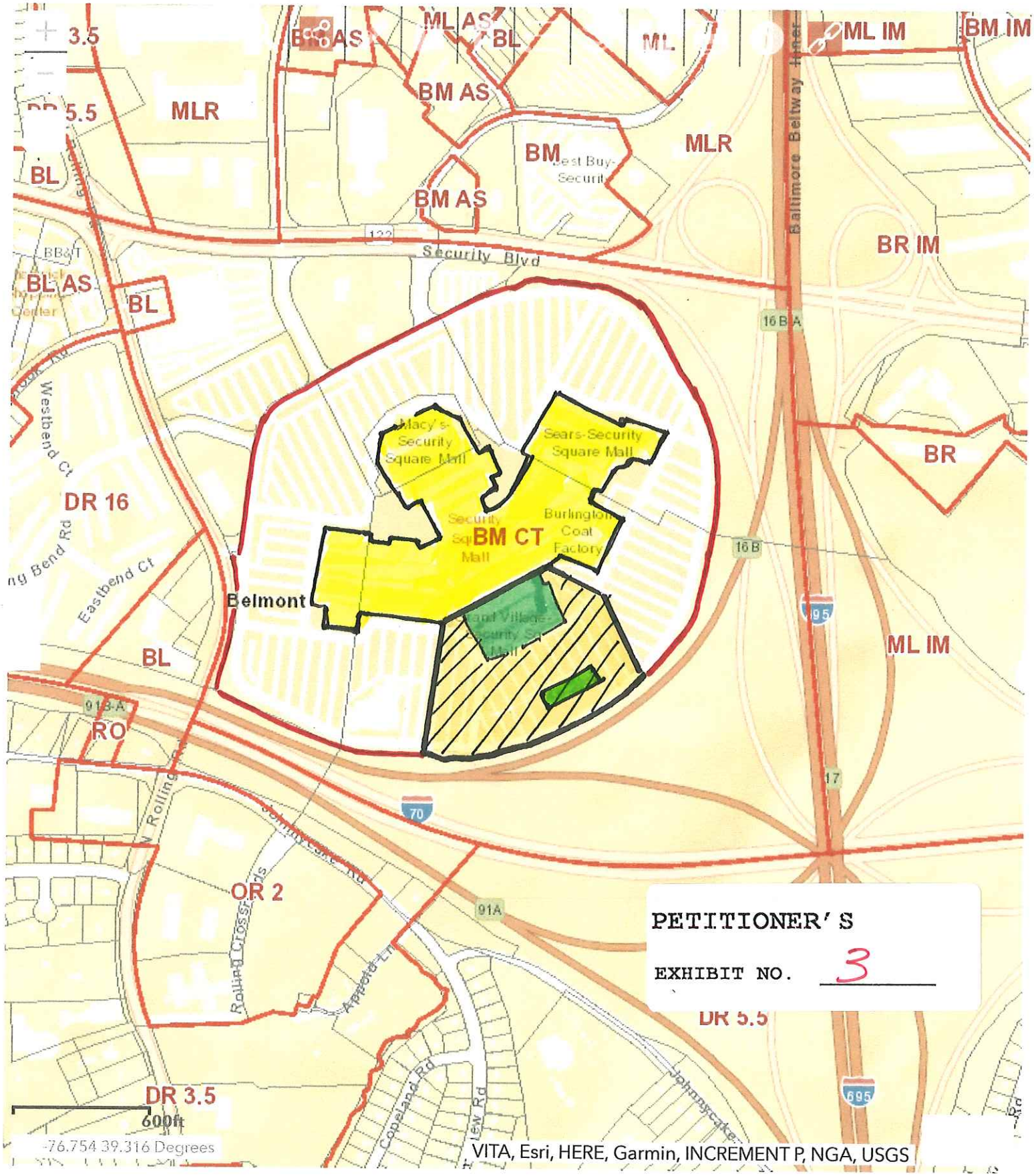
2/21/18
sln

Petitioner/Developer

Protestant

No. 1	Original Site Plan	
No. 2	Highlighted Site Plan	
No. 3	Aerial Photo (GIS) Mall Property	
No. 4	various Photos of Mall Property	
No. 5	Previous Zoning Order 1988-0200-A	
No. 6	4th Amended CRG Plan	
No. 7	Aerial Photo	
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

Baltimore County - My Neighborhood



PETITIONER'S

EXHIBIT NO. 3

88-200-A #127	S/S Security Blvd., W of Beltway	1st E.D.
10/26/87	Variance - filing fee $100.00 - Beltway Properties	
10/26/87	Hearing set for 11/24/87, at 11:00 a.m., before Mrs. Nastarowicz	
11/25/87	ORDERED by Deputy Zoning Commissioner Nastarowicz, that the Petition for Variance to permit 5,966 parking spaces in lieu of the required 6,231 spaces, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to restriction.	

PETITIONER'S

EXHIBIT NO. 5

PETITION FOR ZONING VARIANCE

127
88-200-A

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

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

Variance from Section 409.2b(3) to permit 5,966 parking spaces in lieu of the required 6,231 spaces

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

Interpretation of above Section so as to require one (1) parking space for each fifty (50) square feet of total floor area of existing restaurants in shopping center mall is too restrictive and imposes much more parking than is reasonably required for the intended restaurant uses. The failure to grant the within request will cause undue hardship and practical difficulty for the Petitioners.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law For Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Lessees:

(1) Marriott Corporation

By: [signature]

(2) S & A Restaurant Corporation

(Type or Print Name)

By: [signature]

Signature

(1) Marriott Drive

Address

(1) Washington, DC 20058

City and State

Attorney for Petitioner:

(1) E. Harrison Stone, Esq.
(2) Charles E. Brooks, Esq.

(Type or Print Name)

[signature]

Signature

(1) Suite 600, 102 W. Pennsylvania Av
(2) 610 Bosley Avenue

Address

Towson, Maryland 21204

City and State

(1) 301-823-1800
Attorney's Telephone No. (2) 301-296-2600

Legal Owner(s):

BELTWAY PROPERTIES, A MARYLAND PARTNERSHIP

(Type or Print Name)

[signature]

Signature

(Type or Print Name)

Signature

Address

c/o Manekin Corp.

16 South Charles Street

City and State

Baltimore, Maryland 21201

Name, address and phone number of legal owner, contract purchaser or representative to be contacted

Name

Address

Phone No.

MAP NW 15 G
28
E. D. 1st
DATE 2-16-88
200 BF
1000 BF
DP
Phone No.
N-3,725
W-38,970

ORDERED By The Zoning Commissioner of Baltimore County, this 26th day of October, 19 87, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 24th day of November, 19 87, at 11:00 o'clock A. M.

J. Robert Haines

Zoning Commissioner of Baltimore County

ORDER RECEIVED FOR FILING
Date 11/25/87
By Kathi Schulman

#127 5/5 Security Mgmt., 1st E.D., 1st C.D.

88-200-A
#127

LEGAL DESCRIPTION

BEGINNING FOR THE SAME AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 70 N. AS SHOWN ON STATE ROADS COMMISSION OF MARYLAND PLATS NO. 28379 AND 26402 AND THE EAST RIGHT-OF-WAY LINE OF ROLLING ROAD, AS SHOWN ON SAID PLATS AND AS SHOWN ON BALTIMORE COUNTY BUREAU OF LAND ACQUISITION PLATS RW 70-119-4 & 5, WHICH PLATS ARE ATTACHED TO AND MADE A PART OF THE DEED FROM ZANVYL KRIEGER AND OTHERS TO BALTIMORE COUNTY, MARYLAND, DATED AUGUST 21, 1970, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER O.T.G. NO. 5126, FOLIO 242, SAID POINT ALSO BEING THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION:

THENCE N 20°58'12" E ALONG THE EAST RIGHT-OF-WAY LINE OF ROLLING ROAD A DISTANCE OF 59.68 FEET TO A POINT; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE 29.90 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 756.04 FEET AND A CHORD OF 29.90 FEET BEARING N 19°50'13" E; THENCE N 18°42'14" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 86.83 FEET TO A POINT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE 552.65 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CHORD OF 536.15 FEET BEARING N 05°39'12" W; THENCE N 30°00'38" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 233.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE 361.66 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 2235.83 FEET AND A CHORD OF 361.26 FEET BEARING N 25°22'35" W; THENCE N 62°00'00" E A DISTANCE OF 633.12 FEET TO A POINT; THENCE N 28°00'00" W A DISTANCE OF 89.49 FEET TO A POINT; THENCE 98.89 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 221.00 FEET AND A CHORD OF 98.07 FEET BEARING N 15°10'50" W; THENCE N 02°21'39" W A DISTANCE OF 102.94 FEET TO A POINT; THENCE 38.66 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 45.00 FEET AND A CHORD OF 37.48 FEET BEARING N 26°58'10" W TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SECURITY BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE 61.61 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 2356.83 FEET AND A CHORD OF 61.61 FEET BEARING N 88°23'18" E; THENCE N 87°38'21" E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 236.15 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 788.81 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 4518.66 FEET AND A CHORD OF 787.81 FEET BEARING S 87°21'36" E; THENCE S 82°21'32" E A DISTANCE OF 3.35 FEET TO A POINT; THENCE S 42°29'18" W A DISTANCE OF 78.40 FEET TO A POINT; THENCE S 20°41'18" W A DISTANCE OF 26.93 FEET TO A POINT; THENCE S 47°30'42" E A DISTANCE OF 30.00 FEET TO A POINT; THENCE N 64°17'18" E A DISTANCE OF 26.93 FEET TO A POINT; THENCE N 42°29'18" E A DISTANCE OF 25.00 FEET TO A POINT; THENCE N 69°59'30" E A DISTANCE OF 80.57 FEET TO A POINT; THENCE S 82°21'32" E A DISTANCE OF 340.00 FEET TO A POINT; THENCE S 59°32'49" E A DISTANCE OF 126.17 FEET TO A POINT; THENCE S 30°56'08" E A DISTANCE OF 193.64 FEET TO A POINT; THENCE S 35°24'57" E A DISTANCE OF 196.91 FEET TO A POINT; THENCE S 23°48'01" E A DISTANCE OF 193.56 FEET TO A POINT; THENCE S 12°31'19" E A DISTANCE OF 191.57 FEET TO A POINT; THENCE S 01°19'41" E A DISTANCE OF 190.22 FEET TO A POINT; THENCE S 09°24'08" W A DISTANCE OF 94.13 FEET TO A POINT; THENCE S 09°32'20" W A DISTANCE OF 93.93 FEET TO A POINT; THENCE S 13°21'40" W A DISTANCE OF 238.61 FEET TO A POINT; THENCE S 31°24'16" W A DISTANCE OF 154.05 FEET TO A POINT; THENCE S 42°39'30" W A DISTANCE OF 252.19 FEET TO A POINT; THENCE S 48°21'56" W A DISTANCE OF 120.23 FEET TO A POINT; THENCE 723.66 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 1382.09 FEET AND A CHORD OF 715.42 FEET BEARING S 69°21'54" W; THENCE N 82°45'24" W A DISTANCE OF 145.52 FEET TO A POINT; THENCE N 86°39'44" W A DISTANCE OF 341.37 FEET TO A POINT; THENCE N 64°26'09" W A DISTANCE OF 141.50 FEET TO A POINT; THENCE N 64°26'41" W A DISTANCE OF 109.98 FEET TO A POINT; THENCE 373.42 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 3968.86 FEET AND A CHORD OF 373.29 FEET BEARING N 67°08'27" W TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROLLING ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING AND CONTAINING 90.2556 ACRES OF LAND MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

1988-200-A

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would/~~would not~~ result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested ~~will~~ will not adversely affect the health, safety, and general welfare of the community, the variance(s) should ~~not~~ be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 25th day of November, 1987, that the herein Petition for Variance(s) to permit 5,966 parking spaces in lieu of the required 6,231 spaces, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject, however, to the following restriction:

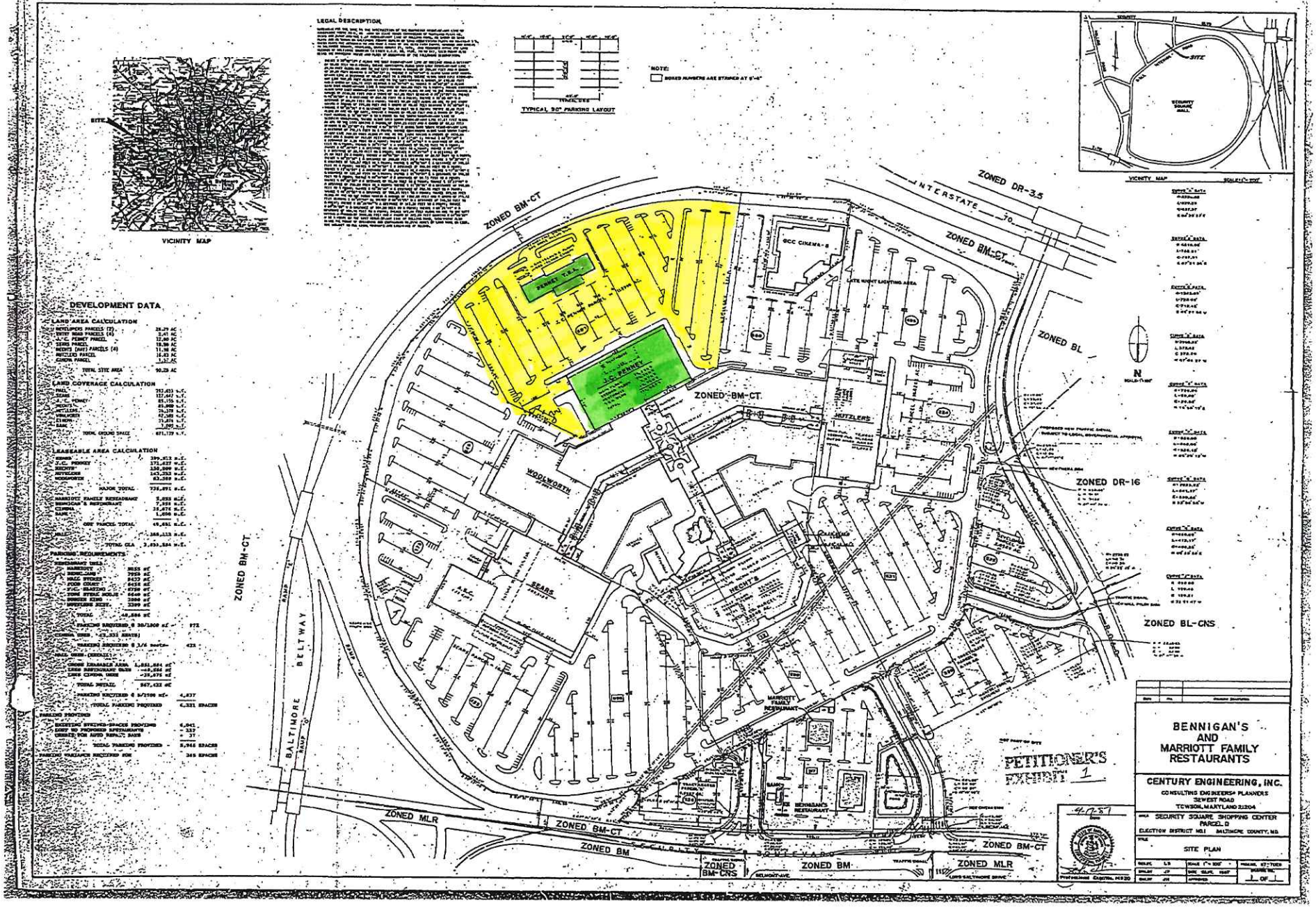
1) The Petitioner may apply for his building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at his own risk until such time as the applicable appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said property to its original condition.

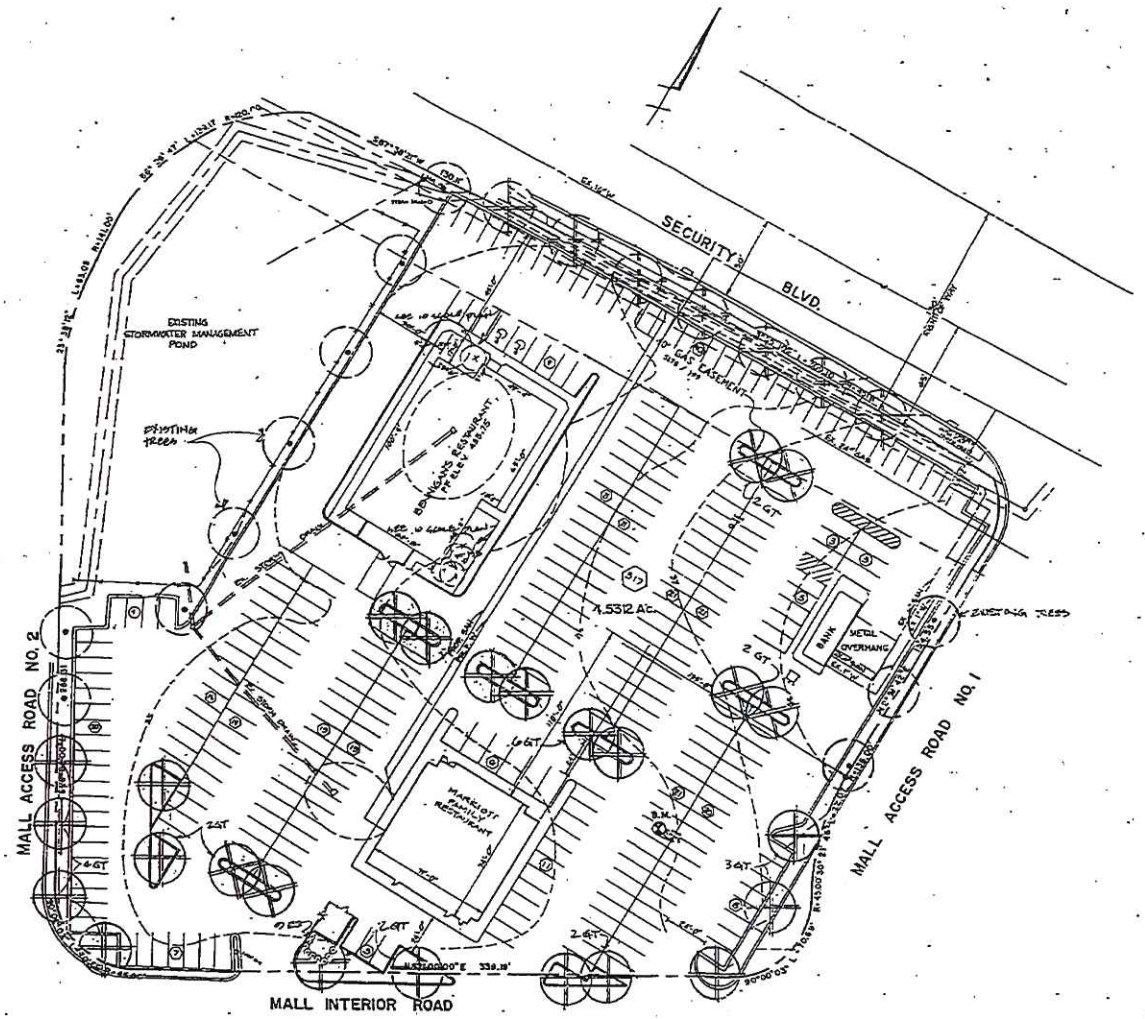
Ann M Nastarowicz

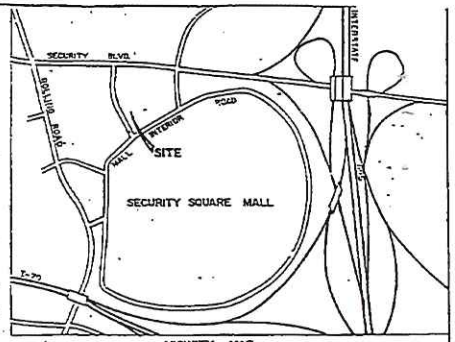
ANN M. NASTAROWICZ
Deputy Zoning Commissioner
of Baltimore County

AMN:bjs

1988-0200-A


LEGAL DESCRIPTION
TYPICAL 90° PARKING LAYOUT
NOTE:
BOXED NUMBERS ARE STRIPED AT 9'-0"
VICINITY MAP
DEVELOPMENT DATA
LAND AREA CALCULATION
LAND COVERAGE CALCULATION
LEASEABLE AREA CALCULATION
PARKING REQUIREMENTS
PARKING PROVIDED
ZONED BM-CT
ZONED DR-3.5
ZONED BL
ZONED DR-16
ZONED BL-CNS
ZONED MLR
ZONED BM
ZONED BM-CNS
INTERSTATE 70
BALTIMORE BELTWAY
PENNEY T.B.A.
3-C PENNEY
GCC CINEMA-8
LATE NIGHT LIGHTING AREA
WOOLWORTH
HUTZLERS
HECHT'S
SEARS
BENNIGAN'S RESTAURANT
MARRIOTT FAMILY RESTAURANT
PETITIONER'S EXHIBIT 1
BENNIGAN'S AND MARRIOTT FAMILY RESTAURANTS
CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS• PLANNERS
SECURITY SQUARE SHOPPING CENTER
PARCEL D
ELECTION DISTRICT NO.1 BALTIMORE COUNTY, MD.
SITE PLAN





VICINITY MAP
SCALE: 1"=200'

NOTES

1. OWNER/LEASOR IS MAY DEPARTMENT STORES CO., 611 OLIVE STREET, ST. LOUIS, MO 63101. AREA OF PROPERTY: GROSS 4.5312 AC. AREA TO BE LEASED BY SEA RESTAURANTS IS 7950 SQ.FT.
2. LEASEE/DEVELOPER IS SEA RESTAURANTS CORPORATION 6008 LBJ FREEWAY, DALLAS, TEXAS 75240 (214) 960-5000.
3. BENNIGAN'S PARKING DATA: EXISTING PARKING PROVIDED - 604!
   CREDIT FOR AUTO BAYS - -37
   EXISSING PARKING REQUIRED - 6231 -
   PROPOSED PARKING REQUIRED - 159
   (7950 SQ.FT. - 1 PER 50 SQ.FT.)
   SPACES LOST/RESTAURANT - 68
   MARIOTT PARKING DATA: EXISTING PARKING PROVIDED - 604!
   CREDIT FOR AUTO BAYS - 37
   EXISTING PARKING REQUIRED - 6231-
   PROPOSED PARKING REQUIRED - 101
   (5055 SQ.FT. - 1 PER 50 SQ.FT.)
   SPACES LOST TO RESTAURANT - 44
4. ZONING BM-CT
5. STORM WATER MANAGEMENT IS BEING HANDLED OFF-SITE UTILIZING THE ADJACENT DETENTION POND.
6. THERE ARE NO WELL OR SEPTIC AREAS ON THE SITE.
7. LANDSCAPING WILL CONFORM TO FINAL LANDSCAPE PLAN BASED ON REQUIREMENTS SET FORTH IN BALTIMORE COUNTY LANDSCAPE MANUAL.
8. THERE ARE NO KNOWN STREAMS, SPRINGS OR 100 YEAR FLOOD PLAINS.
9. THERE ARE NO HISTORIC BUILDINGS ON THE SITE.
10. THERE ARE NO KNOWN WETLANDS, CRITICAL AREAS, ARCHEOLOGICAL SITES, ENDANGERED SPECIES HABITAT, OR HAZARDOUS MATERIALS ON SITE.
11. PROPERTY OWNED BY MAY DEPARTMENT STORES COMPANY.
12. EXISTING GROUND IS 100% PAVED.
13. CRG WAIVER REQUEST APPROVED 6/16/87. CASE #W-87-182.

BENNIGAN'S AND MARRIOTT FAMILY RESTAURANTS

CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS • PLANNERS
32 WEST ROAD
TOWSON, MARYLAND 21204

AREA: SECURITY SQUARE SHOPPING CENTER
PARCEL D
ELECTION DISTRICT NO.1 BALTIMORE COUNTY, MD.

TITLE: SITE PLAN

Drawn by: J.A.V.	Scale: 1" = 30'	Project No. 87-7070
Designed by: CED	Date: 3-6-87	Sheet No. 1 OF 1
Checked by: J.M.H.	Approved	

RE: PETITION FOR VARIANCE
S/S Security Blvd., W of
Beltway, 1st Election District
BELTWAY PROPERTIES, Petitioner

: BEFORE THE ZONING COMMISSIONER
: OF BALTIMORE COUNTY
: Case No. 88-200-A

: : : : : : :

ENTRY OF APPEARANCE

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

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel
Room 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 2nd day of November, 1987, a copy of the foregoing Entry of Appearance was mailed to E. Harrison Stone, Esquire, Suite 600, 102 W. Pennsylvania Ave., Towson, MD 21204; and Charles E. Brooks, Esquire, 610 Bosley Ave., Towson, MD 21204.

Peter Max Zimmerman
Peter Max Zimmerman

NTY, MARYLAND
· REVENUE DIV
CASH RECEIPT

No. 41664

ACCOUNT 01-615

AMOUNT $ 100.00

HARRISON STONE, ESQ

CE FOR VARIANCE

October 26, 1987

E. Harrison Stone, Esquire
Charles E. Brooks, Esquire
Suite 600, 102 West Pennsylvania Avenue
610 Bosley Avenue
Towson, Maryland 21204

NOTICE OF HEARING

RE: PETITION FOR ZONING VARIANCE
S/S Security Blvd., W of Beltway
1st Election District - 1st Councilmanic District
Beltway Properties - Petitioner
Case No. 88-200-A

TIME: 11:00 a.m.

DATE: Tuesday, November 24, 1987

PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

J. Robert Haines

J. ROBERT HAINES
Zoning Commissioner
of Baltimore County

JRH:med

ccs: Marriott Corporation
S & A Restaurant Corporation
Marriott Drive
Washington, D. C. 20058

Beltway Properties
c/o Manekin Corp.
36 South Charles Street
Baltimore, Maryland 21201

2018-161-SPH

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER
DATE 2-16-2018

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
Timothy M. Kotroco	305 Washington Avenue, Suite 502	Towson, MD 21204	Tkotroco@gmail.com
RICHARD E. MATZ	2835 SMITH AVE, SUITE G	BALTO, MD 21209	DMATZ@CMRENGINEERS.COM
Jonathan Ehrenfeld	6615 Reisterstown Rd	Baltimore, MD 21215	jehrenfeld@blvdcap.com

PLEASE PRINT CLEARLY

CASE NAME 2018-161-SPH
CASE NUMBER
DATE 2-16-18

CITIZEN'S SIGN - IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E - MAIL
Shirley Supik	3525 N. Rolling Rd	21244	apsafehouse supik@ verizon.net
Jeff Supik	" " "	"	" "
Ryan A. Mitchell, Esq.	One South Street, Suite 2600, [redacted]	Baltimore, MD 21202	rmitchell@kg-law.com

John E. Beverungen

From: John E. Beverungen
Sent: Thursday, February 15, 2018 11:48 AM
To: 'Timothy M. Kotroco'; jcholzer38@gmail.com
Cc: Peter Max Zimmerman; Sherry Nuffer; Debra Wiley
Subject: Case No. 2018-0161-SPH

Counsel,

I am in receipt of Mr. Holzer's request for postponement of the Feb. 16, 2018 hearing in the above matter, and Mr. Kotroco's opposition on behalf of the Petitioner. While I make it a practice to accommodate counsel's schedule when possible, I believe the request in this case must be denied. Under the Zoning Commissioner's Rules, postponements should be granted only in "unusual and extraordinary circumstances," which I do not believe have been established by the Protestant. As Mr. Kotroco noted, the hearing has been scheduled for some time and the property was also posted in compliance with the BCZR. The postponement request was received by the OAH on February 13, 2018, and while the correspondence indicated a copy was "sent via e-mail" to counsel, Mr. Kotroco indicated on February 14 he had not yet received a copy, at which time the OAH forwarded a copy to him. In these circumstances I believe it would be inequitable to postpone the hearing, and thus the request filed by Protestant will be denied.

A copy of this e-mail will be included in the case file for this matter.

John Beverungen
ALJ

-----Original Message-----
From: Timothy M. Kotroco [mailto:tkotroco@gmail.com]
Sent: Thursday, February 15, 2018 8:13 AM
To: John E. Beverungen <jbeverungen@baltimorecountymd.gov>
Cc: Peter Max Zimmerman <pzimmerman@baltimorecountymd.gov>; jcholzer38@gmail.com; Sherry Nuffer <snuffer@baltimorecountymd.gov>; Debra Wiley <dwiley@baltimorecountymd.gov>
Subject: Follow up on postponement request

Dear Judge Beverungen,

I wanted to update you on my position regarding Mr. Holzer's postponement request. I left a voice mail message with Mr. Holzer's office yesterday and I have not heard back from him as of yet. I also checked my email message box and I did not find any email from him at all regarding his original request for postponement or any follow up email for that matter.

I am opposed to any request for postponement and still cannot fathom why there would be any opposition to my request to draw a line of subdivision around the Geico Auto service business which is located on the back of the Mall's property, next to the I-70 ramp. As our file reflects, we are not changing any use and we are not building any new structure.

I suggest that the hearing go on as scheduled. I presume Mr. Holzer will not be there as he stated he will be out of town. Mrs. Supik, from the Liberty Road Community Council is very familiar with the zoning hearing process as she regularly attends zoning hearings on the Liberty Road corridor. Perhaps she can attend in Mr. Holzer's absence to present her opposition. Assuming the matter is eventually approved by you, Mr. Holzer could always ask for a reconsideration or could file an appeal to the Board of Appeals as any appeal, as you well know, is a De Novo appeal. I do not want to lose

our hearing date as we have already posted the property and paid for our advertising in the Baltimore Sun. Lastly, time is of the essence for my client in this matter.

For these reasons, I ask that our hearing go forward as scheduled. I will defer to your good judgement.

Sincerely,

Tim Kotroco
Timothy M. Kotroco, Esquire
305 Washington Ave., Suite 502
Towson, Maryland 21204
410-299-2943

This communication, including attachments, is confidential, may be subject to legal privileges, and is intended for the sole use of the addressee.
Any use, duplication, disclosure or dissemination of this communication, other than by the addressee, is prohibited. If you have received this communication in error, please notify the sender immediately and delete or destroy this communication and all copies.

On 2/14/18, 12:11 PM, "John E. Beverungen"
<jbeverungen@baltimorecountymd.gov> wrote:

>Attached is a copy of Mr. Holzer's postponement request.
>[http://www.baltimorecountymd.gov/sebin/n/n/county_seal.jpg]<http://www
>.ba
>ltimorecountymd.gov>
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>Connect with Baltimore County
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>[http://www.baltimorecountymd.gov/sebin/p/i/socialmedia_fb.jpg]<https:/
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>w.facebook.com/baltcogov>
>[http://www.baltimorecountymd.gov/sebin/r/j/socialmedia_twitter.jpg]
><https://twitter.com/BaltCoGov>
>[http://www.baltimorecountymd.gov/sebin/b/f/socialmedia_BC_NOW.jpg]
><http://www.baltimorecountymd.gov/News/BaltimoreCountyNow>
>[http://www.baltimorecountymd.gov/sebin/r/z/socialmedia_youtube.jpg]
><https://www.youtube.com/user/BaltimoreCounty>
>[http://www.baltimorecountymd.gov/sebin/z/z/socialmedia_camera.jpg]
><https://www.flickr.com/photos/baltimorecounty>
>[http://www.baltimorecountymd.gov/sebin/d/o/socialmedia_linkedin.jpg]
><https://www.linkedin.com/company/baltimore-county-government>

>
>www.baltimorecountymd.gov<http://www.baltimorecountymd.gov>
>

John E. Beverungen

From: Timothy M. Kotroco <tkotroco@gmail.com>
Sent: Wednesday, February 14, 2018 12:50 PM
To: John E. Beverungen
Cc: Peter Max Zimmerman; jcholzer38@gmail.com
Subject: Re: Admin Hearings Copier

Dear Judge Beverungen,

I question why the Liberty Road Community Council would be involved in a case that is located three miles away from their address listed on their webpage. In addition, our Geico automobile estimating business is located on the back side of the Security Square Mall up against the ramp to I-70 and is barely visible to anyone. So for that reason, I still oppose the postponement request.

If Mr. Holzer knew he was going to be out of town on the date of the hearing, he should not have agreed to represent the LRCC. If he has a valid scheduling conflict, then I would have a different position. As for now, we still oppose his postponement request.

Thank you for allowing me to respond to his request. I will give Mr.
Holzer a call later today to discuss this matter with him. Perhaps you can hold off making a decision until after I have an opportunity to speak with him?

Sincerely,

Tim Kotroco
Timothy M. Kotroco, Esquire
305 Washington Ave., Suite 502
Towson, Maryland 21204
410-299-2943

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On 2/14/18, 12:11 PM, "John E. Beverungen"
<jbeverungen@baltimorecountymd.gov> wrote:

>Attached is a copy of Mr. Holzer's postponement request.
>[http://www.baltimorecountymd.gov/sebin/n/n/county_seal.jpg]<http://www
>.ba

John E. Beverungen

From: Timothy M. Kotroco <tkotroco@gmail.com>
Sent: Wednesday, February 14, 2018 12:04 PM
To: John E. Beverungen; Peter Max Zimmerman
Cc: jcholzer38@gmail.com; Sherry Nuffer; Debra Wiley
Subject: Re: Case #2018-161-SPH

Dear Judge Beverungen,

I have not yet seen the postponement request from Mr. Holzer. My client opposes any postponement request at this late hour. As you can see from our Petition for relief, my client is asking for nothing more than to draw a line of subdivision around an existing GEICO service garage. We are not adding any additional use or building any additional structure. I cannot fathom any reason why someone would oppose creating this line of subdivision. For that reason, my client strongly opposes any request for postponement.

I will stop by your office today to pick up a copy of Mr. Holzer's letter. I don't know the reasons stated for his request, but should my position change after reading his letter, I will let you know.

Kind Regards,

Tim K.
Timothy M. Kotroco, Esquire
305 Washington Ave., Suite 502
Towson, Maryland 21204
410-299-2943

This communication, including attachments, is confidential, may be subject to legal privileges, and is intended for the sole use of the addressee. Any use, duplication, disclosure or dissemination of this communication, other than by the addressee, is prohibited. If you have received this communication in error, please notify the sender immediately and delete or destroy this communication and all copies.

From: John Beverungen <jbeverungen@baltimorecountymd.gov>
Date: Wednesday, February 14, 2018 at 11:43 AM
To: Timothy Kotroco <tkotroco@gmail.com>, Peter Zimmerman <pzimmerman@baltimorecountymd.gov>
Cc: "J. Holzer" <jcholzer38@gmail.com>, Sherry Nuffer <snuffer@baltimorecountymd.gov>, Debra Wiley <dwiley@baltimorecountymd.gov>
Subject: Case #2018-161-SPH

Counsel,

I am writing in regard to Mr. Holzer's request for postponement of the February 16 hearing date in the above matter. Please advise at your earliest convenience if you oppose that request.

John Beverungen
ALJ

CONNECT WITH BALTIMORE COUNTY

www.baltimorecountymd.gov

LAW OFFICE OF J. CARROLL HOLZER, P.A.
508 Fairmount Avenue
Towson, Maryland 21286
410-825-6961 410-825-4923 (Fax)
E-mail: jcholzer38@gmail.com

February 12, 2018
#8237

John E. Beverungen, Esquire
Administrative Law Judge
Office of Administrative Hearings
105 West Chesapeake Avenue
Suite 103
Towson, Maryland 21204

RECEIVED
FEB 13 2018
OFFICE OF
ADMINISTRATIVE HEARINGS

Arnold Jablon, Esquire
Deputy Administrative Officer
Director, Department of Permits
Approvals & Inspection
111 West Chesapeake Avenue
Towson, Maryland 21204

RE: Case No.: 2018-0161-SPH
6901 Security Boulevard
First Election District, Legal Owners:
Blue Ocean Seoul Plaza, LLC

Dear Mr. Jablon and Administrative Law Judge Beverungen:

I have just been retained by the Liberty Road Community Council, Inc., Shirley Supik, to represent their Association in the above-captioned matter, Special Hearing scheduled for ***Friday, February 16, 2018***, at ***10:00 a.m.***

I would respectfully request a postponement of the Friday date and ask that the matter be rescheduled in order that I may be brought up-to-date with the subject matter. I will also be out-of-town on Friday, February 16, 2018.

Thank you for your consideration.

Respectfully submitted,

J. Carroll Holzer

JCH:mlg

cc: Peter Max Zimmerman, Esquire (sent via e-mail only)
People's Counsel for Baltimore County
Timothy Kotroco, Esquire (sent via e-mail only)

KEVIN KAMENETZ
County Executive

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

January 5, 2018

NOTICE OF ZONING HEARING

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2018-0161-SPH
6901 Security Boulevard
N/s of Interstate 70 (West Board) at the corner of the E/s of North Rolling Road
1st Election District – 1st Councilmanic District
Legal Owners: Blue Ocean Seoul Plaza, LLC

Special Hearing to amend the previous Zoning Order and Site Plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; and to confirm refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center; to confirm that Parcel B, lots 1 and 4 are separate and distinct lots of record separate and apart from the Security Square Mall. For such other and further relief as the nature of this cause may require.

Hearing: Friday, February 16, 2018 at 10:00 a.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

Arnold Jablon
Director

AJ:kl

C: Timothy Kotroco, 1 W. Pennsylvania Avenue, Ste. 300, Towson 21204
Jonathan Ehrenfeld, 6615 Reiserstown Road, 3rd Fl., Baltimore 21215
Richard Matz, 2835 Smith Avenue, Ste. G., Baltimore 21209

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, JANUARY 27, 2018.**
(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.

IN RE: **PETITION FOR SPECIAL HEARING**	*	BEFORE THE
(6901 Security Blvd.)		
1st Election District	*	OFFICE OF
1st Council District		
Blue Ocean Seoul Plaza, LLC	*	ADMINISTRATIVE HEARINGS
Legal Owner		
Petitioner	*	FOR BALTIMORE COUNTY
	*	**Case No. 2018-0161-SPH**

* * * * * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for consideration of a Petition for Special Hearing filed on behalf of Blue Ocean Seoul Plaza, LLC, legal owner ("Petitioner"). The Special Hearing was filed pursuant to § 500.7 of the Baltimore County Zoning Regulations ("B.C.Z.R.") as follows: (1) to amend the previous order and site plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; (2) to confirm a refinement to the 4th Refined CRG Plan for Security Square Shopping Center; and (3) to confirm that Parcel B, Lots 1 and 4 are separate and distinct lots of record separate and apart from the Security Square Mall.

Jonathan Ehrenfeld and professional engineer Richard Matz appeared in support of the petition. Timothy M. Kotroco, Esq. represented Petitioner. Shirley & Jeff Supick, of the Liberty Road Community Association, attended the hearing and opposed the request. The Petition was advertised and posted as required by the Baltimore County Zoning Regulations. A substantive Zoning Advisory Committee (ZAC) comment was received from the Department of Planning ("DOP"). A site plan was marked and admitted as Petitioner's Exhibit 2.

The subject property is approximately 12 acres in size and split-zoned BM-CT. The site is situated within the confines of the Security Square Mall which, to put it mildly, has seen better

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days. Petitioner owns the lot in question which contains the former J.C. Penney department store and a separate building housing a Geico auto claim service center. Geico leases the property from the Petitioner but would like to purchase the building and site, which requires it first to be subdivided from the overall parcel. As proposed and shown on the site plan (Petitioner's Ex. 6), the former J.C. Penney parcel would be approximately 10 acres in size, and the Geico parcel would be 2.04 acres +/-.

The Security Square Mall was constructed over 40 years ago, and was approved as a CRG (County Review Group) plan. The special hearing in this case seeks approval of a 5th Refined CRG Plan, which was marked and admitted as Petitioner's Ex. 6. As discussed at the hearing, no new development or construction of any kind is proposed at this time. The only request is to subdivide the 12 acre parcel owned by Petitioner into two lots.

For a period of ten years (1982–1992) there was a development process in Baltimore County known as the CRG, which considered development proposals at a public "meeting," and County staff conducted a technical review of the proposed project. The CRG process was not an adversarial or quasi-judicial proceeding, and a decision on the development proposal was rendered before the CRG meeting would adjourn.

In or about 1992, the Baltimore County Council enacted new development regulations, which required for the first time a Community Input Meeting (CIM) and Hearing Officer's Hearing (HOH) prior to development approval. Baltimore County Code (B.C.C.), § 26-201 et. seq. (1988 Edition). Under these regulations, the development proposal (known as a "Development Plan") is considered at a public hearing which is described as an adversarial or "quasi-judicial" proceeding. Leaving aside the various amendments and changes that have occurred in the ensuing 20+ years, this is the process in use today, and it is often referred to as the "Development Process." As noted

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by the Court of Special Appeals in *Beth Tfiloh v. Glyndon*, 152 Md. App. 97, 111 (2003), "it is generally accepted that the current Development Process is more onerous than the earlier CRG process or the JSPC process."

In light of the above, I believe Petitioner is entitled to subdivide its lot and show the change as a refinement to the Security Square Shopping Center CRG Plan. Petitioner will need to seek development approval for this change through the County's DRC (Development Review Committee) process, which does not require a public hearing. The order in this case merely reflects that there is no impediment to doing so under the B.C.Z.R. I am mindful of the concerns expressed by the Supiks, and agree that the creation of an additional lot will only add another owner to the roster of entities that own/control various portions of the Mall site. But I cannot withhold approval in this case in an effort to force the owners to come together and rehabilitate this moribund site. Mr. Ehrenfeld indicated he would be willing to meet with the other owners to discuss potential solutions, and I hope that the owners can come together in good faith to improve conditions at the site.

THEREFORE, IT IS ORDERED this **21st** day of **February, 2018,** by this Administrative Law Judge, that the Petition for Special Hearing as follows: (1) to amend the previous order and site plan in Case No. 1988-0200-A to allow the existing Geico automobile service center/garage to be subdivided and exist on a separate lot of record; and (2) to confirm a refinement to the 4th Refined CRG Plan for the Security Square Shopping Center, be and is hereby GRANTED.

The relief granted herein shall be subject to the following:

1. Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioner is hereby made aware that proceeding at this time is at its own risk until 30 days from the date hereof, during which time an appeal can be filed by any party. If for whatever reason this Order is reversed, Petitioner would be required to return the subject property to its original condition.

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2. Petitioner must within 30 days of the date hereof remove from both the former JC Penney building and the Geico property all illegal signs or banners.

3. Storage of damaged or disabled motor vehicles on the Geico property must be in compliance with B.C.Z.R. §405A.

4. All dumpster enclosures on the property must satisfy the requirements of Condition H as set forth in the Baltimore County Landscape Manual.

5. Petitioner must remove within 30 days of the date hereof all trash, debris and discarded tires on the subject property and/or its periphery.

Any appeal of this decision must be filed 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 2/21/18
By sln

KEVIN KAMENETZ
County Executive

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

February 21, 2018

Timothy M. Kotroco, Esq.
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: Petitions for Special Hearing
Case No. 2018-0161-SPH
Property: 6901 Security Blvd.

Dear Mr. Kotroco:

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: Jeff & Shirley Supik, 3525 N. Rolling Road, Baltimore, MD 21244

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

CAROLE S. DEMILIO
Deputy People's Counsel

June 22, 2018

HAND DELIVERED
Jason S. Garber, Chairman
Board of Appeals of Baltimore County
105 West Chesapeake Avenue, Suite 203
Towson, Maryland 21204

Re: Blue Ocean Seoul Plaza, LLC
6901 Security Boulevard
Case No.: 2018-161-SPH
Hearing Date: June 28, 2018

Dear Chairman Garber,

Petitioner opposes the "standing" of Appellants Shirley and Jeff Supik, and additional party, Howard Brown. A similar opposition to the Supiks came up at the County Board of Appeals April 5, 2018 zoning hearing about another parcel at the Security Square commercial complex. CBA Case No. 18-016, Security Square Holdings, [also] 6901 Security Boulevard.

We repeat there is often confusion between "standing," applicable at the judicial level, and "interested party," the rule at the agency level. Absent a statute or regulation to the contrary, any interested person may appear and participate before an agency simply by identification of their interest. Dorsey v. Bethel AME Church 375 Md. 59, 71-75 (2005). This standard was long ago settled, as shown in Morris v. Howard Research and Development 278 Md. 417, 422-23 (1976). There is an in-depth discussion in Sugarloaf Citizens v. MDE 344 Md. 271, 285-93 (1996). Otherwise stated, the rule for participation at the agency level is "relatively lenient" and "not very strict." Sugarloaf, 344 Md. at 285-86. It does not matter how far away the Supiks live. That could be an issue as to standing on judicial review, but not here. Here, they appeared before the ALJ, so there is no doubt of their consistent and demonstrated interest.

Furthermore, Baltimore County Code Sec. 32-3-401(a) allows an appeal by any person aggrieved or "feeling aggrieved." The "feeling aggrieved" allowance is likewise a lenient standard. It allows appeals by any interested person. It is akin to the "dissatisfied" standard, which the Court of Appeals recently recognized as very broad in scope. It is not so limiting as the "aggrieved" standard. Accokeek, Mattawoman, Piscataway v. PSC 451 Md. 1, 15 (2016).

As for Howard Brown, who did not participate at the ALJ level, there is no bar at this juncture to his participation as an additional party. This is a *de novo* appeal under Charter Sec. 603, there being no statute to make this an appeal "on the record." The nature of a *de novo* proceeding is that it is effectively an entirely new case, as if there were no decision below. Pollard's Towing v. Berman's Body Frame and Mechanical 137 Md. App. 277, 288 (2001). There, Judge Moylan explained the CBA was exercising what amounts to original jurisdiction. In other words, "[T]he *de novo* hearing is for all intents and purposes the first hearing of the case."

To be sure, if the Supiks were to dismiss their appeal voluntarily, that would end the case because Mr. Brown did not enter a separate appeal. But as long as the Supiks' maintain their appeal, the *de novo* proceeding is open to additional parties.

As for the merits of the appeal, at this juncture, we trust the Board will review the relevant issues according to the law and facts presented. We will observe how the case evolves.

Notably, it does look doubtful that the CBA may confirm a Fourth CRG refinement for subdivision of the property. As reflected in the Development Management Policy Manual, to qualify for a refinement, the change must "reasonably be considered a 'slight, minor, or insignificant [change] to an approved plan." Meadows of Greenspring Homeowners Assoc. v. Foxleigh Enterprises 159 Md. App. 705 (2004), CSA No. 2170, Sept. Term 2003, unreported, page 15, attached. This decision reversed the CBA approval of a "refinement" to reduce the height of a proposed multi-story building at Greenspring Station. Any suggestion that the proposed revision here is slight is arguably contradicted by the very controversial nature of this entire zoning petition to alter the scope of the Security Mall commercial property.

We hope this letter is helpful to the Board as well as the parties. Our goal is see that all the parties have a fair opportunity to present their points of view on the merits.

Sincerely,

Peter Max Zimmerman

Peter Max Zimmerman
People's Counsel for Baltimore County

Enclosure
cc: Timothy Kotroco, Esquire, attorney for Petitioner, sent via email & first class mail
J. Carroll Holzer, Esquire, attorney for Protestants, sent via email & first class mail

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 2170

September Term, 2003

MEADOWS OF GREENSPRING HOMEOWNERS ASSOCIATION, INC., et al.

v.

FOXLEIGH ENTERPRISES, INC.

Murphy, C.J.,
Barbera,
Meredith,
JJ.

Opinion by Meredith, J.

Filed: October 22, 2004

4-1022-10 C(9)

3C00011312

This case involving a proposal to develop an additional commercial building at Green Spring Station has been before this Court on two prior occasions. When we first reviewed the case, in *Meadows of Greenspring Homeowners Association, Inc. v. Foxleigh Enterprises, Inc.*, 133 Md. App. 510, 758 A.2d 611 (2000), we remanded the case because it was not yet ripe for appeal. After further proceedings upon remand, the case again made its way to this Court, and in an unreported opinion, the Court again found the appeal premature and remanded the case for further proceedings. *See Foxleigh Enterprises, Inc. v. Johns Hopkins Suburban Health Center, Limited Partnership, et al.*, No. 844, September Term, 2001. When the case made its way back to the Board of Appeals upon the second remand, the Board of Appeals rejected the neighboring property owners' objections to administrative approval of the proposed development. The Board of Appeals, by order dated March 11, 2003, stated that it was affirming "the decision of the County Review Group in Case No. CBA-99-151, in which the CRG approved the 1st Refinement CRG Plan." (E. 127) The neighboring property owners then petitioned the Circuit Court for Baltimore County for judicial review, and that court affirmed the Board's decision. (E. 132)This appeal by the neighboring property owners followed.

Appellants raise the following four questions on this appeal:

1. Whether the circuit court erred when it affirmed the Board's finding that failed to consider the plan's

expiration and the failure of the plan to comply with current zoning regulations?

2. Whether the circuit court erred when it affirmed the Board's conclusion that the amendment to the Development Plan, changing the proposed eight-story building to a two-story building, was a "refinement"?

3. Whether the circuit court erred when it affirmed the Board after the Board had failed to remand the case to the CRG as it had been ordered to do by this Court and by the circuit court?

4. Whether the Board's action in approving the change as a "refinement" was an illegal action because only two of the required three members of the Board participated in that action in violation of Rule 1 of the Rules of Practice and Procedure of the Baltimore County Board of Appeals?

The developer, as appellee, contends that there is only one question this Court needs to decide, namely, "Did the County Board of Appeals err when it affirmed the County's approval of the 2-story alternative as a 'refinement' to a previously approved Amended CRG Plan for Green Spring Station?" This is essentially a rewording of the appellants' second question. Upon reviewing the entire history of this case, we conclude that the Board of Appeals was in error in its application of Baltimore County Code § 22-63,

and we will accordingly reverse the judgment of the Circuit Court for Baltimore County, and will remand the case for review by the CRG of the material amendment proposed by the developer.

Background

The case traces its roots back to 1983, when the Baltimore County "County Review Group," commonly referred to as the "CRG," approved a development plan for Green Spring Station. That development plan was reviewed and approved pursuant to the procedure mandated by Bill 56-82, codified as Baltimore County Code §§ 22-52, *et seq.*, that was the generally applicable review procedure in place from 1982 until 1992. (Although Baltimore County adopted a new revision of its County Code which became effective on July 1, 2004, all citations in the briefs of the parties and in this opinion refer to the Baltimore County Code as it existed prior to July 1, 2004.)

As approved by the CRG in 1983, the development plan for Green Spring Station included proposed improvements upon certain parcels of the Green Spring Station property that were eventually conveyed by the developer to two of the protestants who are now among the neighboring property owners. Pursuant to the 1983 plan, the developer constructed a multi-story building on the property, and also paved much of the property for parking.

In 1992, Baltimore County enacted Bill 1-92, codified as Baltimore County Code, §§ 26-166, *et seq.*, altering the procedure for review of proposed developments such as Green Spring Station. As a consequence of Bill 1-92, developments subsequently proposed would no longer be referred to the CRG, but would instead be reviewed by the "Development Review Committee" ("the DRC"), with one relevant exception. The Bill provided that proposed amendments to development plans which had previously been approved by the CRG would still be reviewed by the CRG under the CRG process that was in effect at the time of the earlier approval. *See* Baltimore County Code, § 26-169(ii) and § 26-211.

In early 1998, the developer began seeking County approvals to construct an eight-story building on a portion of the property that was previously utilized as a parking lot. The neighboring property owners have consistently opposed the new construction.

When the developer first approached the County in April 1998, the developer asked the DRC to rule that its review was not necessary because the proposed development was merely a refinement to a plan previously approved by the CRG. In May 1998, the DRC agreed that the CRG was the proper body to review the proposed project, but did not agree the proposed 8-story building was merely a refinement of the previously approved development plan. By letter dated May 13, 1998, the Director of the Baltimore County Department of Permits and Development Management wrote to the developer and

[illegible]. "The DRC has . . . determined that your proposal is a material change to the CRG. Please submit new plans, so a new CRG can be scheduled."

All parties were unhappy with the DRC's decision and appealed to the Board of Appeals, then to the Circuit Court, and then to this Court. In *Meadows, supra*, 133 Md. App. 510 (2001), we held that these appeals were premature.

In the meantime, while the first round of appeals were underway, the developer proceeded to seek CRG approval of the proposed 8-story building as a material amendment to the 1983 CRG approved development plan. An open CRG meeting was properly held on August 13, 1998, at the conclusion of which the CRG approved the proposal to add an 8-story building. The neighboring property owners promptly filed an appeal to the Baltimore County Board of Appeals (Case No. CBA 98-145).

The Board of Appeals did not begin holding its hearings on Case No. CBA 98-145 until early March of 2000. By the time the Board of Appeals hearings began, there had been additional changes to the developer's plans. Bill 111-98 imposed a building height limit of 35 feet. Consequently, the proposed 8-story building would require a variance to exceed the new height limit. In response to the new height limit, on October 13, 1999, the developer submitted a new proposal for construction of a 2-story building instead of an 8-story building. Based upon its internal review of the new

proposal, the DRC concluded that the 2-story proposal was not a "material amendment" to the 8-story plan the CRG had approved on August 13, 1998, and that consequently, further CRG review was not required. Without conducting any sort of public hearing, the Director of the Department of Permits and Development Management approved the 2-story proposal as a "refinement" to an approved CRG plan. The proposed refinement was then stamped "Plan Approved" under a caption that referenced the "BALTIMORE COUNTY MD. COUNTY REVIEW GROUP," and the approval stamp was signed by representatives of the Department of Public Works and the Office of Planning and Zoning on November 2, 1999. (E. 17) The neighboring property owners appealed this approval to the Board of Appeals. The Board of Appeals then consolidated the appeal from the CRG approval of the 8-story proposal (Case No. CBA 98-145) with the appeal from the approval of the 2-story proposal (Case No. CBA 99-151).

An additional wrinkle in this already complicated history is that Baltimore County changed the zoning applicable to Green Spring Station from B-M to O-3 by a bill adopted October 10, 2000, effective December, 2000. The neighboring property owners assert that the Board of Appeals has never considered the impact of that change in zoning.

On October 12, 2000, the Board of Appeals issued its ruling in both appeals. It affirmed the CRG approval of the 8-story proposal (Case No. CBA 98-145). In Case No. CBA 99-151, the Board of Appeals

found that the 2-story proposal did not appear to be a refinement. But rather than reverse the administrative approval outright, the Board of Appeals issued an order remanding Case No. CBA 99-151 "to the CRG for further proceedings and clarification of the approval as a 'refinement' prior to a final determination by the Board." (E. 84)

The neighboring property owners promptly filed for judicial review of the October 12, 2000, ruling in the Circuit Court for Baltimore County, and the case eventually came to this Court. We ruled, in an unreported opinion issued August 21, 2002, that the Board of Appeals ruling was not a final, appealable ruling. *Foxleigh Enterprises, Inc. v. Johns Hopkins Suburban Health Center, Limited Partnership*, et al., September Term, 2001, No.844 (August 21, 2002). The case was remanded to the Circuit Court for Baltimore County "with instructions to remand the case to the County Board of Appeals for further proceedings consistent with this opinion." The Circuit Court for Baltimore County, in turn, issued an order dated December 17, 2002, that affirmed the Board of Appeals' approval of the 8-story proposal, but remanded the appeal involving the 2-story proposal "for further proceedings in accordance [with] its Order of October 12, 2000, remanding the 1st Refinement to Amended CRG Plan for Green Spring Station/Valley Concourse to the County Review Group for clarification of its approval as a 'refinement.'"

When the case was next considered by the Board of Appeals, two members – rather than the normal panel of three – held a public deliberation on March 5, 2003. At that time, the two members of the Board of Appeals reviewed a letter that had been written by the Director of the Department of Permits and Development Management soon after the Board of Appeals had issued its ruling dated October 12, 2000. In that letter dated October 25, 2000, the Director indicated that he was responding to the language in the Board of Appeals order that "remanded [the case approving the 2-story proposal] to the CRG for further proceedings and clarification of this approval as a 'refinement' prior to a final determination by this Board." The Director pointed out that there had never been a CRG meeting to review this proposal, stating: "In the instant case, the CRG did not determine that the proposed amendment was a refinement. The Development Review Committee (DRC) did." The Director continued, "I therefore have considered the Board's order as a remand to the DRC, the entity which did in fact review [the 2-story proposal] for compliance with county policy."

According to the Director, the DRC had analyzed the 2-story proposal pursuant to the Policy Manual of the Department of Permits and Development Management, which provides in Policy Number 1, Paragraph C: "In order to further clarify the 'Plan Amendment Process', it is proposed that slight, minor or insignificant changes to an approved plan, which have no significant impact on

the site or on adjacent properties or the neighborhood at large may be considered as 'Plan Refinements' fully in keeping with the informative, conceptual and schematic nature of the CRG plan...." The Director concluded his letter to the Board of Appeals by stating: "If this is not the information the Board seeks, or if it is the Board's [intention] that a CRG be convened, please let me know. I would emphasize that should a CRG be convened, not reconvened, the issue would be for the review of a proposed material change."

On March 11, 2003, the two members of the Board of Appeals who had held the public deliberation issued an order stating "that the decision of the County Review Group in Case No. CBA-99-151 [involving the 2-story proposal], in which the CRG approved the 1st Refinement CRG Plan, be and the same is hereby AFFIRMED." The Board of Appeals indicated that its "decision to affirm the decision of the CRG in [the case involving the 2-story proposal] relative to the refinement issue, with no necessity for further remand," was based upon its review of the Director's "detailed letter of October 25, 2000 ..., written in response to the Board's remand Order of October 12, 2000."

The neighboring property owners again sought judicial review by the Circuit Court for Baltimore County. By order dated November 16, 2003, the Circuit Court for Baltimore County affirmed the

ruling of the Board of Appeals. The neighboring property owners then filed the present appeal to this Court.

Standard of Review

The applicable standard of review is the same in this appeal as it was the last time this case came before this Court. As we said there:

> In our review of the action of an administrative agency we do not review the action of the circuit court, but essentially look through that court to the action of the agency, because our function is the same as was that of the circuit court - to determine whether, on the record, the agency may have committed error. *See Meadows of Greenspring Homeowners Ass'n, et al. v. Foxleigh Enterprises, Inc.*, *supra*, 133 Md. App. at 514 (stating that "[a]n appellate court must essentially repeat the circuit court's review of an agency decision"); *Gigeous v. E.C.I.*, 363 Md. 481, 495-96 (2001) (noting that an appellate court "re-evaluate[s] the decision of the agency, not the decision of the lower court.").

Foxleigh Enterprises, *supra*, No. 844, September Term, 2001, Opinion at 5.

Accordingly, we review the final order of the administrative agency – i.e., the Board of Appeals – not the judgment of the Circuit Court for Baltimore County. In conducting our review of the action of the Board of Appeals, we determine 'whether the agency's decision is premised on an erroneous conclusion of law.' *United Parcel v. People's Counsel*, 336 Md. 569, 577 (1994).

Discussion

Here, the final order of the Board of Appeals approved the action of the Director of the Department of Permits and Development Management as outlined in the Director's letter dated October 25, 2000. (E. 97) In that letter, the Director acknowledged that: "No CRG meeting was ever convened to review this refinement." Instead, the proposal for a 2-story project had been submitted to the DRC, which had concluded that the proposal "constituted a refinement." In affirming this internal agency approval process – that bypassed the CRG review process required by Baltimore County Code, § 22-63 – the Board of Appeals based its decision on an erroneous conclusion of law. Even though members of the CRG signed off on the proposed 2-story plan, the plan has not been reviewed in accordance with the applicable CRG process as required by the Baltimore County Code.

In *Beth Tfiloh Congregation of Baltimore City, Inc. v. Glyndon Community Association, Inc.*, 152 Md. App. 97, 831 A.2d 93 (2003), we incorporated the following summary of the Baltimore County procedures for processing requests for changes to a development plan previously approved by the CRG:

> If a request for amendment to a previously approved plan is received, the DRC [Development Review Committee] first evaluates which development law applies. Baltimore County Code § 26-169 and § 26-211, "grandfather," for the benefit of the developer, certain projects which have been approved pursuant to an earlier development process than the one which is currently in effect. Under the regulations presently in effect, which went into effect

in 1992, development approval requires a community input meeting and a hearing officer's hearing. Baltimore County Code, 1988 ed., §§ 26-201, *et seq.* This is referred to as the "Development Process." Between 1982 and 1992 there was a process in effect known as the "CRG Process." The CRG Process involved a public meeting by county agencies and ultimate approval or disapproval of the plan by the Directors of the Department of Public Works and the Office of Planning. Baltimore County Code, 1978 ed., 1988 supp., §§ 22-52 *et seq.* Prior to 1982, there was only a subdivision review process. The subdivision process, often referred to as the "JSPC Process," ["Joint Subdivision Planning Committee"] involved a planning board approval of a subdivision plat. Baltimore County Code, 1978 ed., §§ 22-40, *et seq.*

Subdivision approval is required for plat recordation, which, in turn, is required to legally transfer title of real property.... Development approval, by CRG Process or Development Process, as the case may be, is required for "development," which is currently defined generally as building or the preparation of land for building. ...

Pursuant to the grandfathering provisions of Baltimore County Code § 26-169 and § 26-211, with regard to development approval, a property acquired a right to further development approval in accordance with those procedures which governed the first development (or subdivision) approval thereon. This is beneficial to an owner of property with a previously approved subdivision or development because it is generally accepted that the current Development Process is more onerous than the earlier CRG Process or the JSPC Process.

Accordingly, if a developer seeks development approval for a tract or parcel in the first instance, *i.e.*, before there has been any previous subdivision or development on the property, then clearly, neither § 26-169 nor § 26-211 grandfathers the property into any prior development approval process and the current Development Process governs. In such cases the developer is bound to proceed in accordance with the development approval procedures presently provided for in §§ 26-201, *et seq.*, unless the developer is otherwise exempt from these requirements under § 26-171.... Equally clear is that if a developer approaches the DRC with a change or amendment to a plan which was first approved by the CRG Process or by the JSPC Process, then the DRC must find that the appropriate earlier process applies....

If the DRC determines that the proposed project is an amendment to a plan previously approved pursuant to an

earlier process, *i.e.*, the CRG Process or the JSPC Process, then the amendment is characterized as either a "refinement" or a "material amendment."

Refinements to CRG plans are processed administratively.... These plans are circulated to the Department of Public Works and the Office of Planning, each of which must approve the refinement.... Ultimately, the Director of Public Works and the Director of Planning will approve the refined plan. Refinements to JSPC plans are processed administratively by the Director of Planning, pursuant to Baltimore County Code, 1968 ed., §§ 22-33.

Material amendments to CRG Plans require approval by the Director of Public Works and the Director of Planning, after a public meeting of the county agencies known as the CRG Meeting. Material amendments to a JSPC Plan would require approval by the Baltimore County Planning Board, after a public hearing.

When an applicant submits a request for amendment to a previously approved plan, the first issue the DRC must decide is what development law applies. If the DRC determines that the plan had been approved under one of the earlier processes, it then determines which process it was approved under; it next determines whether the proposed amendment is a material change to, or a refinement of, the existing approved plan.

Id. at 110-11.

According to the letter dated October 25, 2000, from the Director, this procedure was generally followed with respect to the request for approval of the developer's 2-story proposal. We take issue, however, with the characterization, first by the DRC, and ultimately by the Director and the Board of Appeals, that the 2-story proposal constituted a mere "refinement" that could be exempt from the CRG review process. While it may be correct that some proposed minor changes to a development plan could be deemed as not material, and hence mere refinements, we do not agree that a change from an 8-story building to a 2-story building could be considered

so negligible as to fall outside the definition of a "material amendment." The governing statute provides that any proposal for a "material amendment" to a development plan previously approved by the CRG must be approved in the same manner as the original CRG approved plan. {E. 79}. Specifically, Baltimore County Code, § 22-63, provides: "Any material amendment to an approved plan shall be reviewed and approved in the same manner as the original plan."

As this Court stated in its opinion in the first appeal of this case, *Meadows, supra*, 133 Md. App. at 515, and the Board of Appeals similarly stated in its opinion dated October 12, 2000: {E. 79}

> Sections 26-169 and 26-211 unambiguously state that there is no discretion involved in deciding which review process is applicable. A previously approved plan by the CRG must be reviewed by the CRG process for any material amendments.

Assuming that the 8-story proposal was properly approved by the CRG – a conclusion of the Board of Appeals that was affirmed in prior appeals – a request for a material amendment to the 8-story plan should have been subjected to the full CRG review process.

Our conclusion that the plain meaning of "any material amendment" would necessarily encompass a change from 8 stories to 2 stories is buttressed by the findings of fact made by the Board of Appeals in its ruling issued October 12, 2000. In that order the Board of Appeals pointed to expert testimony that the change in the height of the building made the proposed project "not only a

quantitatively but qualitatively different project than the approved plan." {E. 82} The Board pointed to expert testimony from another expert who opined: "that Foxleigh's proposed building was 'obviously out of scale' with the rest of the Greenspring Station development. ..." {E.82} The majority of the Board also "felt that the proposed 'refinement' had a significant affect on neighborhood property, or the neighborhood at large, different from the approved plan. ...There was much unchallenged testimony from traffic experts, tenants, and neighbors to give credibility to a 'significant' affect on the surrounding community." {E. 83}

When the Board of Appeals issued its order dated March 11, 2003, the only additional information before it {E.125} was the letter dated October 25, 2000, from the Director of the Department of Permits and Development Management. In that letter, the Director explained that the Development Policy Management Manual provides that "slight, minor or insignificant changes to an approved plan, which have no significant impact on the site or on adjacent properties or the neighborhood at large may be considered as '<u>Plan Refinements</u>' fully in keeping with the informative, conceptual and schematic nature of the CRG plan...." Since the proposed change from an 8-story building to a 2-story building could not reasonably be considered a "slight, minor or insignificant [change] to an approved plan," this information in the Director's letter provided

no rational basis for a conclusion that the proposed change was not a "material amendment."

The only other information provided in the Director's letter was the comment that: "Historically, the reduction in size or scope of an approved project is considered a refinement that ... may be processed by revising or red-lining the approved CRG plan and obtaining interagency review for approval of the correction(s)." While it may well be that many reductions in size do not constitute "material amendments," it does not logically follow that all reductions in size, regardless of magnitude, are beyond the definition of material amendments within the meaning of § 22-63. By any reasonable interpretation of the term "material amendment," a reduction from 8 stories to 2 would be covered. *See Baltimore City v. Johnson*, 156 Md. App. 569, 592 (2004) (generally, we give the words of the statute their "ordinary and common meaning within the context in which they are used") (quoting *Polomski v. Mayor and City Council of Baltimore*, 344 Md. 70, 75 (1996)). Accordingly, the Board of Appeals should have found that the DRC and Director of the Department of Permits and Development Management had failed to properly refer the 2-story proposal for CRG review.

In *Beth Tfiloh, supra*, 152 Md. App. 97, 117 (2003), we held that an internal agency manual (the same Development Management Policy Manual relied upon by the appellee in the present case) could not override the plain meaning of the relevant Baltimore

County Code section. The same holds true in this case, notwithstanding the authority of the various County agencies to adopt a procedural manual which is consistent with the County Code pursuant to § 26-178 and § 22-49.

Because the Board of Appeals erred in its conclusion that the proposed 2-story plan which was the subject of Case No. CBA-99-151 was not a material amendment to an approved plan within the purview of § 22-63, its ruling affirming the decision of the DRC and the Director of the Department of Permits and Development Management and affirming the approval of the proposed "1st Refinement" must be reversed. On remand, the proposed revision to the CRG plan for Green Spring Station should be referred for CRG review as a proposed material amendment.

Because the ruling of the two members of the Board of Appeals must be reversed for the reasons explained above, we need not reach the question of whether a third member should have been added to the Board of Appeals panel following the resignation of one panel member. Nor do we need to decide at this stage whether the CRG approval of the 8-story plan expired or was abandoned, because the 2-story proposal would constitute a material amendment of an approved CRG plan in any event. Finally, because the effect of the property's zoning change will be subject to review by the CRG upon remand, we need not pre-empt their consideration of that issue. Appellants themselves stated in their Reply Brief at 11 n. 4:

"Appellants concede that the appellate forum is not the proper forum for introduction of evidence of the plan's failure to meet current zoning." Accordingly, we do not reach the issue appellants raised regarding the change in zoning from B-M to O-3.

JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE COUNTY IS VACATED; CASE REMANDED TO THAT COURT WITH INSTRUCTIONS TO REMAND THE CASE TO THE BALTIMORE COUNTY BOARD OF APPEALS WITH INSTRUCTIONS THAT ITS ORDER DATED MARCH 11, 2003, IS REVERSED AND DIRECTING THAT THE CASE BE REMANDED TO THE BALTIMORE COUNTY DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT AND THE BALTIMORE COUNTY CRG FOR FURTHER PROCEEDINGS CONSISTENT WITH THIS OPINION.
COSTS TO BE PAID BY APPELLEE

TOTAL P.19

FILED; Baltimore County Circuit Court
Docket: 4/16/2019 2:21 PM; Submission: 4/16/2019 2:21 PM

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

PETITION OF:

Security Wards, LLC
6901 Security Boulevard, Suite 200
Windsor Mill, Maryland 21244

Howard Brown
100 Painters Mill Road, Suite 900
Owings Mills, Maryland 21117

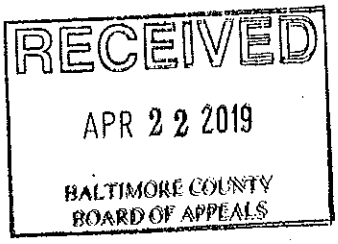
The Liberty Road Community Council, Inc.
3525 N. Rolling Road
Rockdale, Maryland 21244

Shirley & Jeff Supik
3525 N. Rolling Road
Rockdale, Maryland 21244

FOR JUDICIAL REVIEW OF THE DECISION OF THE BALTIMORE COUNTY BOARD OF APPEALS
105 W. Chesapeake Avenue, Suite 203
Towson, Maryland 21204

IN THE CASE OF:
In the Matter of: Petition for Special Hearing
Set the Captives Free Outreach Center, Inc. - Legal Owner
(6901 Security Boulevard
Windsor Mill, Maryland 21244)
Board of Appeals Case No. 18-161-SPH

Case No: C-03-CV-19000826



PETITION FOR JUDICIAL REVIEW

Security Wards, LLC, Howard Brown, The Liberty Road Community Council, Inc., and Shirley and Jeff Supik, Petitioners, by and through their counsel, Dino C. La Fiandra, Esquire, and The Law Office of Dino C. La Fiandra, LLC, request judicial review of the Opinion and Order of the Baltimore County Board of Appeals dated March 8, 2019 in the case of *In the Matter of: Set the Captives Free Outreach Center, Inc. (6901 Security Boulevard)*, Board of Appeals Case

No. 18-161-SPH. All of the Petitioners were parties before the Board of Appeals. A copy of the Opinion and Order of which Judicial Review is sought is Exhibit 1 to this Petition for Judicial Review.

Respectfully submitted,

April 4, 2019
Date

Dino C. La Fiandra, Esquire
THE LAW OFFICE OF DINO C. LA FIANDRA, LLC
100 W. Pennsylvania Avenue, Suite 305
Towson, Maryland 21204
Email: dcl@lafiandralaw.com
Telephone: 443-204-3473
Client Protection Fund ID: 9512130116
Attorney for Petitioners

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 6901 Security Boulevard **which is presently zoned** B.M. C.T.

Deed References: 34143/1 10 Digit Tax Account # 1 6 0 0 0 1 0 1 7 9

Property Owner(s) Printed Name(s) Blue Ocean Seoul Plaza, LLC, c/o Jonathan Ehrenfeld

(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. X **a Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

(See Attached)

2. ____ **a Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for

3. ____ **a Variance** from Section(s)

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).

ORDER RECEIVED FOR FILING
Date 2/21/18
By ASO

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

Legal Owners (Petitioners):

BLUE OCEAN SEOUL PLAZA, LLC
Jonathan Ehrenfeld / MEMBER
Name #1 – Type or Print Name #2 – Type or Print

Signature #1 Signature # 2

6615 Reisterstown Rd., 3rd Floor, Baltimore Maryland
Mailing Address City State

21215 / 443-278-9302 / jehrenfeld@blueoceanrealty.n
Zip Code Telephone # Email Address

Attorney for Petitioner:

Timothy M. Kotroco
Name- Type or Print

Timothy Kotroco
Signature

1 W. Pennsylvania Ave., Ste. 300 Towson Maryland
Mailing Address City State

21204 / ~~410-832-2004~~ 410-299-2943 / tkotroco@wtplaw.com
Zip Code Telephone # Email Address

Representative to be contacted:

Richard E. Matz, P.E.
Name – Type or Print

Richard E. Matz
Signature

2835 Smith Ave., Ste. G Baltimore Maryland
Mailing Address City State

21209 / 410-653-3838 / dmatz@cmrengineers.com
Zip Code Telephone # Email Address

CASE NUMBER 2018-0161-SPH **Filing Date** 12/13/2017 **Do Not Schedule Dates:** ____ **Reviewer** JNP

REV. 10/4/11

ATTACHMENT TO SPECIAL HEARING PETITION

1. Special Hearing pursuant to Section 500.7 of the BCZR to amend the previous Zoning Order and Site Plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; and

2. To confirm a refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center; and

3. To confirm that parcel B, lots one (1) and four (4) are separate and distinct lots of record separate and apart from the Security Square Mall.

4. For such other and further relief as the nature of this cause may require

2018-0161-SPH

Colbert Matz Rosenfelt, Inc.

Civil Engineers • Surveyors • Planners

ZONING DESCRIPTION
6901 Security Boulevard
Baltimore County, Maryland

Beginning for the same at a point on the Northerly side of the ramp leading from Interstate 695 to Interstate route 70 (West Bound); the same, being at the beginning of the North 07°00'00" East, 575.31 foot line, as shown on "Plat 1 – Security Square Shopping Center" prepared by Matz, Childs and Associates, dated October 30,1970, revised January 31, 1972, as recorded among the Land Records of Baltimore County Maryland in Plat Book O.T.G. 35, plat 141; thence, with bearings referenced to the Maryland State plane Grid Meridian, the following courses and distances:

Being Lot 1, Parcel B, "Plat 1 Security Square Shopping Center" recorded among the land records of Baltimore County in Plat Book O.T.G. 35, Folio 141 dated September 6, 1972.

Containing 522,284+/- S.F. or 11.99+/- Acres.

Located in the 1st Election District and 1st Councilmanic District. Also known as 6901 Security Boulevard.

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. 13203 Expiration Date: 11/02/2018

STATE OF MARYLAND RICHARD E. MATZ 13203 PROFESSIONAL ENGINEER

DEC 12, 2017

2835 Smith Avenue, Suite G Baltimore, Maryland 21209
Telephone: (410) 653-3838 / Facsimile: (410) 653-7953

2018-0161-SPH

CERTIFICATE OF POSTING

ATTENTION: KRISTEN LEWIS
DATE: 1/27/2018
Case Number: 2018-0161-SPH
Petitioner / Developer: TIMOTHY KOTROCO, ESQ. ~ JONATHAN EHRENFELD ~ RICHARD MATZ
Date of Hearing: JANUARY 25, 2018

This is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at:
6901 SECURITY BOULEVARD (MAIN ENTRANCE)
NORTH ROLLING ROAD ENTRANCE (ON-SITE)

The sign(s) were posted on: JANUARY 27, 2018

Main Entrance 6901 Security Boulevard

Linda O'Keefe
(Signature of Sign Poster)

Linda O'Keefe
(Printed Name of Sign Poster)

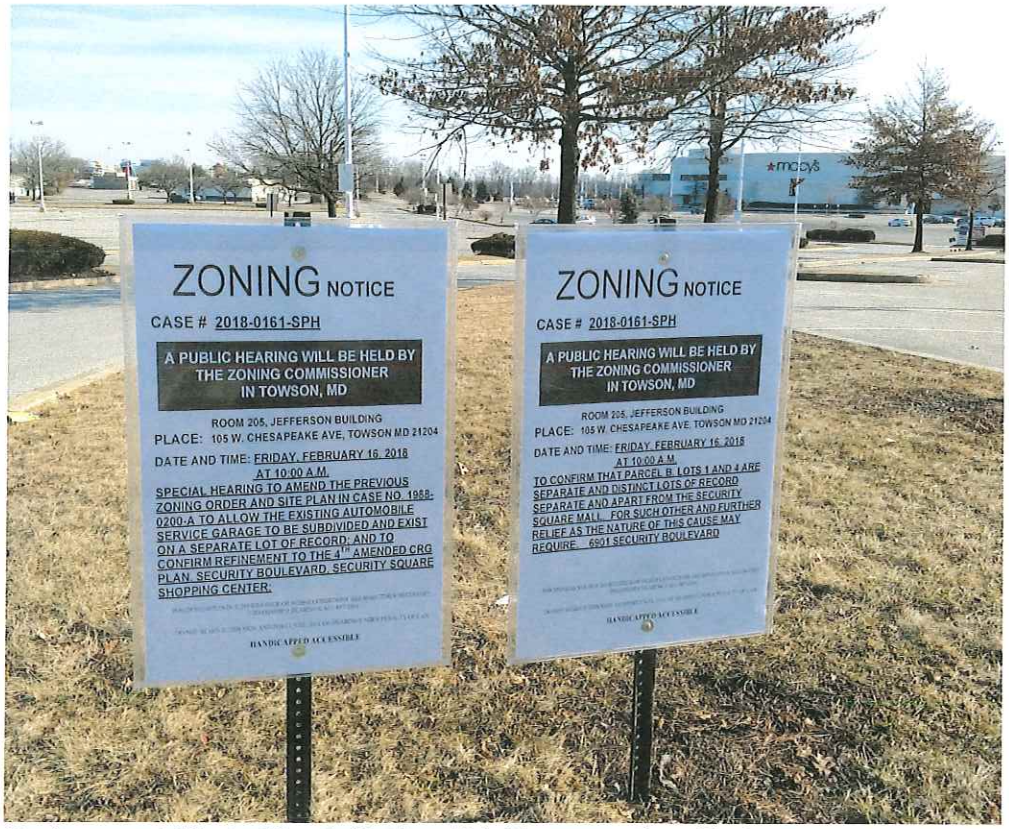
523 Penny Lane
(Street Address of Sign Poster)

Hunt Valley, Maryland 21030
(City, State, Zip of Sign Poster)

410 – 666 – 5366
(Telephone Number of Sign Poster)

Background Photos Main Entrance 6901 Security Boulevard

Main Entrance 6901 Security Boulevard



Background Photo North Rolling Rd. Entrance (on-Site)

North Rolling Rd. Entrance (On-Site)

THE BALTIMORE SUN
MEDIA GROUP

Baltimore, Maryland 21278-0001

January 25, 2018

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 January 25, 2018.

- ☑ 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 Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: # 2018-0161-SPH
6901 Security Boulevard
N/s of Interstate 70 (West Board) at the corner of the E/s of North Rolling Road
1st Election District - 1st Councilmanic District
Legal Owner(s) Blue Ocean Seoul Plaza, LLC

Special Hearing to amend the previous Zoning Order and Site Plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; and to confirm refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center; to confirm that Parcel B, lots 1 and 4 are separate and distinct lots of record separate and apart from the Security Square Mall. For such other and further relief as the nature of this cause may require.

Hearing: Friday, February 16, 2018 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.

1/099 January 25 5411588

KEVIN KAMENETZ
County Executive

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

February 8, 2018

Blue Ocean Seoul Plaza LLC
Jonathan Ehrenfeld
6615 Reisterstown Road
3rd Floor
Baltimore MD 21215

RE: Case Number: 2018-0161 SPH, Address: 6901 Security Boulevard

To Whom It May Concern:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on December 13, 2017. 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,

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaw

Enclosures

c: People's Counsel
Timothy M Kotroco, Esquire, 302 Washington Avenue, Suite 502, Towson MD 21204
Richard E Matz, P E, 2835 Smith Avenue, Suite G, Baltimore MD 21209

2-16

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMORANDUM

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

DATE: 1/8/2018

RECEIVED
JAN 23 2018
OFFICE OF
ADMINISTRATIVE HEARINGS

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: **ZONING ADVISORY COMMITTEE COMMENTS**
Case Number: 18-161

INFORMATION:
Property Address: 6901 Security Boulevard
Petitioner: Blue Ocean Seoul Plaza, LLC, Jonathan Ehrenfeld, Member
Zoning: BM-CT
Requested Action: Special Hearing

The Department of Planning has reviewed the petition for special hearing to determine whether the Administrative Law Judge should approve an amendment to the prior Zoning Order and site plan in Case No. 1988-0200-A, confirm a refinement to the 4th Amended CRG Plan and to confirm that Parcel B, Lots 1 and 4 are separate and distinct lots of record separate and apart from Security Square Mall.

A site visit was conducted on December 21, 2017. The site is currently improved with a service and retail uses occupying space contiguous to the Mall building and a separate structure containing a service garage use with ancillary parking. Also on site is a leased area dedicated to a trade school use. Numerous site deficiencies inconsistent with the requirements of the BCC and BCZR were observed by Department staff.

The Department does not object to granting the petitioned zoning relief conditioned upon the following:

- The subject site has a substantial litigious history resulting in an overall parking arraignment that gives pause to the Department. The overall parking requirement for the "Mall" is reflected in the calculations shown on the last prior approved "Fourth Refined C.R.G. Plan". That notwithstanding, Mall parking may no longer utilize reciprocal parking agreements formerly in place. The Department recommends the Petitioner demonstrate to the satisfaction of the Administrative Law Judge that, if granted, the requested relief will not create undue parking issues across the general site.
- The Department received multiple plans in support of the petition. One plan shows 215 parking spaces within a leased area that is "fenced and restricted" while the other plan notes there will be no obstruction or interference with existing parking circulation. The plan must be clear as to the accessibility of these spaces.
- Any and all storage of damaged and disabled vehicles shall meet the requirements of BCZR §405A on Lot 4.
- Screening requirements found in BCZR§405A.1 shall be incorporated into a Landscape Plan for Lot 4 meeting the requirements of the Baltimore County Landscape Manual and being subject to the approval of the Baltimore County Landscape Architect.

- All non-conforming and temporary signage shall be removed from and further prohibited on Lots 1 and 4.
- Dumpster locations meeting the requirements of Condition H, as determined by the Baltimore County Landscape Architect, must be provided and shown on the plan.

The Department recommends that pursuant to BCC §35-2-403 the petitioners address site deficiencies that present safety and general welfare concerns. Such deficiencies include but are not limited to:

- Damaged/disabled vehicles were stored on the parking lot outside of the screened storage yard.
- Overflowing exposed dumpsters. Trash and discarded tires on site.
- Overall poor condition of the paving surfaces with cracks presenting trip hazards.
- Fading parking and lane striping.

For further information concerning the matters stated herein, please contact Pat McDougall at 410-887-3480.

Prepared by:

Lloyd T. Moxley

Deputy Director:

Jeff Mayhew

AVA/KS/LTM/ka

c: Pat McDougall
James Hermann, R.L.A., Department of Permits, Approvals and Inspections
Richard E. Matz, P.E.
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: January 5, 2018

FROM: Vishnu Desai, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For December 25, 2017
Item No. 2018-0160-SPHA, 0161-SPH, 0162-A and 0163-A

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

* * * * *

VKD: cen
cc: file

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence

RECEIVED
DEC 18 2017
OFFICE OF
ADMINISTRATIVE HEARINGS

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

FROM: Jeff Livingston, Department of Environmental Protection and Sustainability (EPS) - Development Coordination

DATE: December 18, 2017

SUBJECT: DEPS Comment for Zoning Item # 2018-0161-SPH
Address 6901 Security Boulevard
(Blue Ocean Seoul Plaza, LLC
Property)

Zoning Advisory Committee Meeting of **December 25, 2017**.

X The Department of Environmental Protection and Sustainability has no comment on the above-referenced zoning item.

Reviewer: Steve Ford

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Pete K. Rahn
Secretary
Gregory Slater
Administrator

Date: 12/18/17

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

Dear Ms. Lewis:

We have reviewed the site plan to accompany petition for variance on the subject of the Case number referenced below, which was received on 12/18/17. A field inspection and internal review reveals that an entrance onto MD122 consistent with current State Highway Administration guidelines is not required. Therefore, SHA has no objection to approval for Special Hearing, Case Number 2018-0161-SPH

Blue Ocean Security Plaza LLC.
Jonathan Ehrenfeld.
6901 Security Boulevard
MD122

Should you have any questions regarding this matter feel free to contact Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) X 2332 or by email at (rzeller@sha.state.md.us).

Sincerely,

Wendy Wolcott, P.L.A.
Metropolitan District Engineer
Maryland Department of Transportation
State Highway Administration
District 4 - Baltimore and Harford Counties

WW/RAZ

IN THE MATTER OF:	*	**BEFORE THE**
BLUE OCEAN SEOUL PLAZA, LLC Former Owner	*	**BOARD OF APPEALS**
SET THE CAPTIVES FREE OUREACH CENTER, Current Owner	*	**FOR**
	*	**BALTIMORE COUNTY**
6901 Security Boulevard	*	
1st ELECTION DISTRICT		
1st COUNCILMANIC DISTRICT	*	**Case No. 2018-161-SPH**

RECEIVED
FEB 11 2019
BALTIMORE COUNTY
BOARD OF APPEALS

* * * * * * * * * * * * *

POST-HEARING MEMORANDUM

The Petitioner/Appellee, Set the Captives Free Outreach Center, Inc. ("STCFOC or Church") by and through its undersigned Counsel, hereby submits this Post-Hearing Memorandum in support of its Special Hearing and in support thereof states the following:

I. INTRODUCTION

This is a very simple request. The Petitioner, STCFOC is a religious establishment looking to locate their growing and very prominent Baltimore County Church to the former JC Penny property located at the Security Square Mall. They need no variance relief. They need no special exception relief. They are not requesting to build any new building or add any use that requires zoning approval. The Special Hearing request filed herein is to simply draw a line of subdivision around the existing business known as the Geico Auto Repair business.

This new line of subdivision, if approved, will provide the flexibility to our Church to refinance their religious property; allow the Church to not pay taxes on that portion of their property that is used for religious purposes or simply sell off the Geico property to raise some much needed cash for their Church ministry.

STCFOC is in the business of providing religious services to the citizens of Baltimore County. They are in the business of saving souls and fixing marriages. They

are not in the business of fixing automobiles. The Geico auto repair business is not part of their ministry, so it is expected that they would separate that particular business from their overall religious ministry.

This Special Hearing request, in essence is a house keeping measure or a record keeping measure to document that the previous zoning case and site plan for the Security Square Mall and the C.R.G. plan will be updated or amended to show a new line of subdivision around the Geico auto business. That is all that is being requested herein. That proposed line of subdivision is shown on Petitioner's site plan of the property, which was submitted into evidence as Exhibit #6A.

II. STCFOC AND THE SUBJECT PROPERTY

By way of background, the previous owner and the original Petitioner herein, Blue Ocean Seoul Plaza, LLC ("Blue Ocean") purchased the subject 11.999 acre property on August 28, 2013. Blue Ocean owned the property for a few years. Blue Ocean then contracted to sell the property to STCFOC. One of the conditions of the sale was that Blue Ocean would file a Special Hearing request to subdivide the Geico auto business from the subject 11.999 acre parcel thereby creating a new 2.04 lot whereupon the Geico auto business would be located.

Blue Ocean, through this undersigned counsel, filed a Special Hearing request to amend the previous Zoning Order and Site Plan in Case. No.1988-0200-A and to confirm the refinement to the fourth amended C.R.G. Plan. That original hearing was heard by ALJ John E. Beverungen, who approved the request by Order dated the 21st day of February, 2018. An appeal of that decision was filed by attorney Carroll Holzer.

Not wanting to wait any longer due to this unnecessary delay, Blue Ocean and STCFOC consummated the sale of this property and settlement occurred on June 28th 2018. The purchase price paid by STCFOC was an impressive Four Million Seven Hundred Fifty Thousand Dollars ($4,750,000.00). ***See SDAT print out which was entered into evidence as Pet. Ex*** #3.

In addition to this substantial purchase price, STCFOC is investing an additional million dollars plus into the subject property to convert the former JC Penney building into a 1,500 seat sanctuary along with its many accessory church uses.

III. TESTIMONY OF RICHARD MATZ

Given the simplicity of our case, the only witness to testify on behalf of STCFOC was Mr. Richard Matz, a professional engineer and noted Baltimore County zoning and development expert. Mr. Matz testified that the new owner, STCFOC has evicted most of the tenants that previously occupied the former JC Penny department store building. The goal of STCFOC is to remove all existing tenants and once vacated, renovate the building into a church sanctuary along with their other accessory church uses.

The original site plan approved by Judge Beverungen contained a mix of tenants that were leasing space within the building at that time. However, as of the time this case was presented to this Board of Appeals, many of those former tenants have been evicted, causing Mr. Matz to submit into evidence a new tenant list of those few businesses that still remain within the building, at least for now. *See new tenant list entered into evidence as Pet. Ex. #11.*

Mr. Matz, who personally inspected the building the day before this hearing, took photographs of the inside of the building which were submitted into evidence, showing the many proposed accessory church uses that are in the process of being located within the building. Those accessory church uses include, a food pantry, marriage counseling, employment assistance, adoption counseling and adoption services, a fellowship catering hall, bible studies, reading room and bookstore, career development offices, among other accessory uses. The many photos taken by Mr. Matz depicted signs taped to various glass walls evidencing the specific locations of these church uses. The only remaining tenants inside the building at this time that are not affiliated with the Church are the Seoul Gym/Spa and two small hair braiding businesses.

As some members of the Board noted, this is not a variance case and if there exists a parking deficiency, then that issue would be better litigated in a code enforcement proceeding or a variance case. As it stands, the tenant make-up of this building changes on a daily basis. This is evidenced by the fact that the tenant list that existed at the time of the hearing before Judge Beverungen changed drastically by the time this case came before this Board. Hence, the need for Mr. Matz to submit the new tenant parking list. (See exhibit #11)

Generally speaking, tenants come and go and so do their parking requirements. The Protestants based much of their opposition to our request to subdivide this property upon the existence of the Seoul Gym & Spa being a tenant within this building. They asserted that the parking associated with that tenant, which Mr. Matz calculated at 49 parking spaces per the Order of the Baltimore County Fire Department, was incorrect. They assert that the parking required should be187 spaces, based on a ratio of 10 spaces per 1,000 sq. ft.

However, as stated previously, tenants come and go and the Seoul Gym & Spa may be evicted at any time, as many of the other tenants have been. Hypothetically speaking, the Seoul Gym & Spa may not even be a tenant within this building by the time the Board openly deliberates this case or issues its written decision. ***See attached docket sheet from the District Court of Maryland showing the eviction proceedings filed by STCFOC against the Seoul Gym & Spa as being a Tenant Holding Over filed in December of last year.***

IV. PARKING REQUIREMENTS FOR STCFOC

The relevant facts that relate to our parking are this. The testimony of both experts, Mr. Matz & the protestant's expert Mr. Warfield, was that there exists **843 total parking spaces** on the property owned by STCFOC. Both Mr. Matz and Mr. Warfield, agreed that the amount of parking that is required for STCFOC is based solely upon the number of seats that are proposed to be within their sanctuary. That number is 1,500 seats. At a ratio of 1 parking space for every four seats, the amount of parking required for the Church use would be **375 spaces**. All other accessory church uses that are offered within the building, as identified earlier in this memo, are considered to be included in those parking calculations. This fact was uncontradicted. Both experts agreed that 375 seats are attributable to the Church which included all other accessory uses and that if there are other "non church related tenants", then separate parking calculations would be required for those tenants. Deducting the required Church parking spaces **(375)** from the total available spaces **(843)** leaves a surplus of **468** spaces. **(843-375=468 surplus spaces)**

GEICO: One of those other "non church related businesses" is the GEICO auto business. That business is not related in any way to the religious use on the property. Based on its square footage, it requires only **46 parking spaces**. Our proposed line of subdivision, as shown on our plan as "lot 4", provides 55 parking spaces to Geico, a **surplus** of 9 parking spaces for that use. Keep in mind that GEICO only requires **46 spaces** and since it is a "non church related use", those **46** required spaces must be deducted from our over-all parking. Deducting the required GEICO parking spaces **(46)** from the total available remaining spaces **(468)** still results in a surplus of **422 parking spaces**.

Two Beauty Shop uses: There exists two beauty shops within the JC Penny building. It appears they will remain and they are both "non church related uses". They are the ATSU Braiding and the Dominican Hair beauty shops. Together they require 11 parking spaces, based on their square footage. ***See parking exhibit entered into evidence at Pet. Ex. #11.*** Deducting the required beauty shop parking spaces **(11)** from the total available remaining spaces **(422)** still results in a surplus of **411 parking spaces**.

Seoul Gym & Spa: At the time of the hearing before this Board, there exists a gym & spa within the JC Penny building. Their lease has been terminated and a "Tenant Holding Over" proceeding has been filed against them. ***See attached exhibit A***.

However, notwithstanding that an eviction proceeding has been filed and since they are still occupying space within our building, their parking requirement must be accounted for as the gym & spa is a "non church related use". The uncontradicted testimony offered at the hearing was that the gym & spa is under a Fire Department Order which limits the number of occupants to only 49 persons. Therefore, given this limitation, their parking requirement should only be **49 spaces**.

The Protestants argue that the gym & spa should totally disregard the Fire Department's Order. They assert that their use should be parked at 10 parking spaces for every 1000 sq. ft. of occupied space (18,621 sq. ft.) or **187 parking spaces.** Under normal circumstances, this would be the required number of parking spaces were it not for the Fire Department's Order.

However, since STCFOC has an over-abundance of parking spaces we will assume the worst case scenario and will park that use at the full 187 spaces. Doing this

requires us to assume that the STCFOC would willingly and knowingly violate the lawful Order of the Fire Department and allow full occupancy of that space. Only then would **187 parking spaces** be required for the gym & spa. Deducting the required gym & spa parking spaces **(187)** from the total available remaining spaces **(411)** still results in a surplus of a **"worst case scenario" of 224 parking spaces.** [1]

North American Trade School ("NATS") Area: There exists a cross parking easement between STCFOC and NATS. As was testified to at the hearing, NATS operates a training school for truck drivers and truck mechanics. The school is located within another building at the Security Square Mall. NATS is not an actual tenant occupying space within our building. However their truck drivers do use a portion of our parking lot for instructional purposes. The truck drivers are taught how to operate, park and maneuver their trucks, some of which takes place on a portion of our parking lot and some of which occurs on a portion of the "Burlington Coat Factory" parking lot. That fenced in area is shown on our site plan that was entered into evidence as Pet. Ex. 6A & 6B and also shows on some of the photographs that were entered into evidence as Pet Ex. 10A-L.

Mr. Matz has accounted for the area of the parking lot where the truck driving instruction occurs and that area utilizes **215 parking spaces**. NATS is a "non church related use". Since that area is fenced, we have deducted those parking spaces from our calculations. Deducting the allotted parking spaces utilized by NATS **(215)** from the total available remaining spaces **(224)** still results in a surplus of a "**worst case scenario" of 11 parking spaces**.

The most important factor to consider when reviewing the NATS/STCFOC cross parking easement agreement is this. STCFOC has set aside an area of their parking lot which consumes 215 parking spaces. However, in return and **most importantly**, STCFOC has access to 317 additional parking spaces on the "Burlington Coat Factory" parking lot. The Protestants entered into evidence as Prot. Ex #2 the recorded Easement Agreement. Copied from that agreement and attached as Exhibit B to this memo, is page

[1] The "worst case scenario" parking calculation assumes that the gym & spa parking is calculated at 187 p.s. and not the posted Fire Department occupancy of 49 p.s. It also assumes that our Church would openly, knowingly and willingly violate a lawful Order of the Baltimore County Fire Department.

148 of that recorded document. Highlighted in yellow on page 148 are the 317 additional "Unrestricted Parking" spaces that are now available to STCFOC for their use per this Easement Agreement. In essence, STCFOC gained more parking spaces than they gave up.

Adding back into our parking calculations the number of additional parking spaces **(317)** that STCFOC picked up from "Burlington Coat Factory" parking lot increases our "**worst case scenario" surplus of 11 parking spaces** to 328 surplus spaces. (**11** surplus spaces plus **317 additional spaces** from Burlington results in **328 "worst case scenario" parking spaces.**)

AMC Movie Theatre Parking Non-Exclusive Parking easement: There exists a non-exclusive parking easement between STCFOC and AMC through their landlord, SSH. As was testified to at the hearing, AMC operates a movie theatre on the property adjacent to the land owned by STCFOC. AMC is not an actual tenant occupying space within our building, however a "non-exclusive" easement has been given to AMC to provide permission for their movie-goers to park on a portion of the parking lot owned by STCFOC. Since the movie business operates for the most part during the evening hours, there is no problem with allowing their customers to park on our property.

In fact, this parking arrangement has been ongoing for the past 40 years or for at least as long as AMC has had their movie theatre open and operating at this location. There is no fencing around these parking spaces and the permission granted to AMC is "non-exclusive" meaning that STCFOC may continue to use those parking spaces as well. Mr. Warfield calculated the number of shared parking spaces with AMC to be 292 spaces. He testified that there is no provision contained within the Baltimore County Zoning regulations, ("BCZR") which penalizes two property owners from entering into such an arrangement.

Keep in mind that these spaces are not exclusively leased to AMC nor are they fenced in like the NATS spaces. It is the "fenced-in" nature of the NATS parking spaces that caused us to deduct those spaces from our overall calculations. That is not the case with the AMC spaces.

Lastly, even if the 292 AMC movie-goer parking spaces were deducted from our parking calculations, they are more than off-set by the 317 additional parking spaces that were added by virtue of the "Burlington Coat factory" cross parking easement.

Anyway you slice it, anyway you do the math, anyway you analyze the parking associated with STCFOC, our parking obligations are not only met, they are exceeded and the arguments propounded by the opposition should be disregarded.

V. NONE OF THIS ACTUALLY MATTERS

The opening line of this memo stated "This is a very simple request." It is just that. STCFOC is requesting approval to simply draw a line of subdivision around the Geico business. The Protestants have attacked our request trying to argue that parking is a problem at the Security Square Mall and STCFOC does not have enough parking to meet their needs. The photographs and evidence presented to this Board shows that the mall parking lots, including the parking lot for STCFOC, are empty and void of customer's cars. The old Bennigan's and IHOP restaurants are tattered and boarded up. Sears is all but out of business. Macy's is all but out of business. The parking lots are so vacant that one could probably land a small airplane on these mall parking lots and would not have to worry about hitting a customer's vehicle.

STCFOC has proven that their parking requirements are met, on paper as well as physically on the property. To come before this Board and argue that somehow there is not enough parking on this property at the Security Square Mall is ludicrous. We hope the Board sees through this ruse.

Furthermore, this is not a request for a parking variance. If a parking deficiency should come up in the future, (the owners should be so lucky) then STCFOC or any other particular owner would have to request a parking variance. That certainly is not the case today. Not for the property owned by STCFOC.

VI. THE OPPOSITION

The appeal filed to this Board was filed solely in the name of Jeff and Shirley Supik as individual homeowners, who reside at 3523 Rolling Road a distance of 3.08 miles from the subject site. They, as individuals are the reason for this Appeal. They lack

standing to appear in this case given that they have not been specially aggrieved by this request and also given the distance they live from this property. This was obvious from the evidence presented to the Board.

Mrs. Supik testified in this case. Mrs. Supik is very well respected within her community and with the government officials in Towson. She and her husband have been active in their community for many years. I personally have worked with them on many occasions.

However, in this case, it was apparent from Mrs. Supik's very emotional testimony, that her heart did not appear to be behind her testimony. She appeared to be placed in an awkward position of testifying against a church organization and in particular, Pastor Karen Bethea and Pastor Linwood Bethea with whom she has a personal relationship. There appeared to be something more about this case, something that was missing from Mrs. Supik's testimony.

It should be noted that one other individual and one other LLC entered their appearance into this case. Their entry of appearance came at a time when Carroll Holzer, Esquire was representing the opposition. Mr. LaFiandra only recently took over the case. It should also be mentioned that People's Counsel, Mr. Peter Zimmerman originally appeared in this case but decided to withdraw and not participate in these proceedings.

The record reflects that Mr. Howard Brown and Security Wards, LLC entered their appearance in this case. Neither Mr. Brown nor any representative of Security Wards, LLC appeared before the Board. Both appearances should be stricken from the case. One Board member, Deborah Dopkin openly questioned Mr. LaFiandra about Mr. Brown's appearance or lack of appearance before this Board. She questioned his involvement and his intentions regarding this Chruch's request and wondered why he did not bother to appear in person at this hearing. No good explanation was given to Mrs. Dopkin about why these parties failed to appear or why they are opposing this request.

Mr. Warfield testified that he was being paid entirely by Mr. Howard Brown to appear and oppose our request. It follows that Mr. LaFiandra is also being paid by Mr. Brown. Mrs. Supik testified that she has not heard from Mr. Brown in over a year. So one has to question as to why it is that this Church's exercise of their religious freedoms

are being substantially burdened by this opposition and this appeal? Certainly it is not because there is a shortage of parking anywhere on this site.

Mrs. Supik did explain that she is opposed to another owner coming onto the mall property. She stated that it is difficult to work with the mall's current owners and adding another would only exacerbate that problem. This is not a sufficient reason to prevent this subdivision. The community should not be concerned about STCFOC. This Church is the backbone of this Security Square community. When this mall ultimately succeeds, it will be because of STCFOC's decision to move their Church and outreach center to this property and their decision to invest over 5.75 Million Dollars into this former JC Penny department store. Perhaps the community should be more concerned about some of the other owners of the mall property and not STCFOC.

VII. SPECIAL HEARING PROCESS

STCFOC filed two Special Hearing requests. The first is to amend the last approved decision and site plan from the 1988 case, specifically Case No. 88-200-A. *That decision and site plan were submitted into evidence at Pet. Ex. No. 14.* As stated earlier in this memo, this request is a simple "housekeeping" measure designed only to update the County's zoning and development records The testimony and evidence produced at the trial of this matter clearly demonstrated that this request should be granted.

The second Special Hearing request is to confirm a refinement to the 4th Amended CRG Plan. As was testified to at the hearing before the Board, the mall property was developed at a time when the County's development approval process was under the jurisdiction of the County Review Group or the "CRG". Because of this, any future refinements to the last approved CRG plan should be documented by way of another successive refinement. The CRG plan for the Security Square Mall has been refined 4 times. This is the 5th.

Our Special Hearing request is for this Board to simply confirm the 5th refinement to the CRG plan. The Board is not being asked to refine the CRG plan only to confirm it. This requested relief parallels our Special Hearing request to amend Case No. 1988-200-A. The testimony and evidence produced at the trial of this matter clearly demonstrated that this request should be granted.

CONCLUSION

For the reasons as stated within this memorandum, and given the strong evidence in support of granting the special hearing requests filed herein coupled with the failure of the Protestants to provide any substantive evidence that these special hearing requests should not be granted, it is respectfully requested that this Board grant the special hearing requests.

Respectfully Submitted,

Timothy Kotroco

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, Maryland 21204
410-299-2943
Attorney for the Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 11th day February, 2019 a copy of the foregoing Memorandum was mailed first class, postage prepaid to Dino LaFiandra, Esquire 100 West Pennsylvania Avenue, Suite 305, Towson, Maryland 21204 Attorney for the Protestants

Timothy Kotroco

Timothy M. Kotroco, Esquire

Exhibit A

DISTRICT COURT OF MARYLAND

Go Back Now

Case Information

Court System: **DISTRICT COURT FOR BALTIMORE COUNTY - CIVIL SYSTEM**
Case Number: **0804SP069502018** Claim Type: **TENANT HOLDING OVER**
District/Location Codes: **08 / 04** Filing Date: **12/03/2018** Case Status: **ACTIVE**

Complaint, Judgment, and Related Persons Information

(Each Complaint, Hearing, Judgment is listed separately, along with each Related Person)

Complaint Information

Complaint No: **001 (SET THE CAPTIVES FREE OUTREACH CENTER)** Vs: **(SEOUL GYM & CAFE, INC)**
Type: **REGULAR CLAIM**
Complaint Status: **ACTIVE**
Status Date: **12/06/2018** Filing Date: **12/03/2018** Amount **$0** Last Activity Date: **01/18/2019**

Related Person Information

Name: **SEOUL GYM & CAFE, INC**
Connection to Complaint: **DEFENDANT**
Address: **6901 SECURITY BLVD UNIT 3058**
City: **BALTIMORE** State: **MD** Zip Code: **21244**

Name: **SET THE CAPTIVES FREE OUTREACH CENTER**
Connection to Complaint: **PLAINTIFF**
Address: **7222 RUTHERFORD ROAD, STE 140**
City: **BALTIMORE** State: **MD** Zip Code: **21244**

Case History Information

(Each Event listed for the case is listed below in chronological order)

Type: **INITIAL CASE FILING** Complaint No.:
Date: **12/03/2018** Comment: **INITIAL FILING OF TENANT HOLDING OVER**

Type: **DUAL SERVICE REQUEST FOR ONE DEFENDANT** Complaint No.: **001**
Date: **12/03/2018** Comment: **ADDITIONAL SERVICE ;DEF;REQ BY PLN**

Type: **SERVICE** Complaint No.: **001**
Date: **12/12/2018** Comment: **SRV2;12032018;DEF;SV-SERVED ;**

Type: **COMMENT** Complaint No.:
Date: **12/12/2018** Comment: **ADD COPIES MAILED BY FIRST CLASS MAIL**

Type: **COMMENT** Complaint No.:
Date: **12/12/2018** Comment: **JKT TO 8-1**

Type: **HEARING SCHEDULED** Complaint No.: **001**
Date: **12/12/2018** Comment: **COMP AFFID/MERIT TRL SET;01152019;0900A;LOC01; ;CTRL**

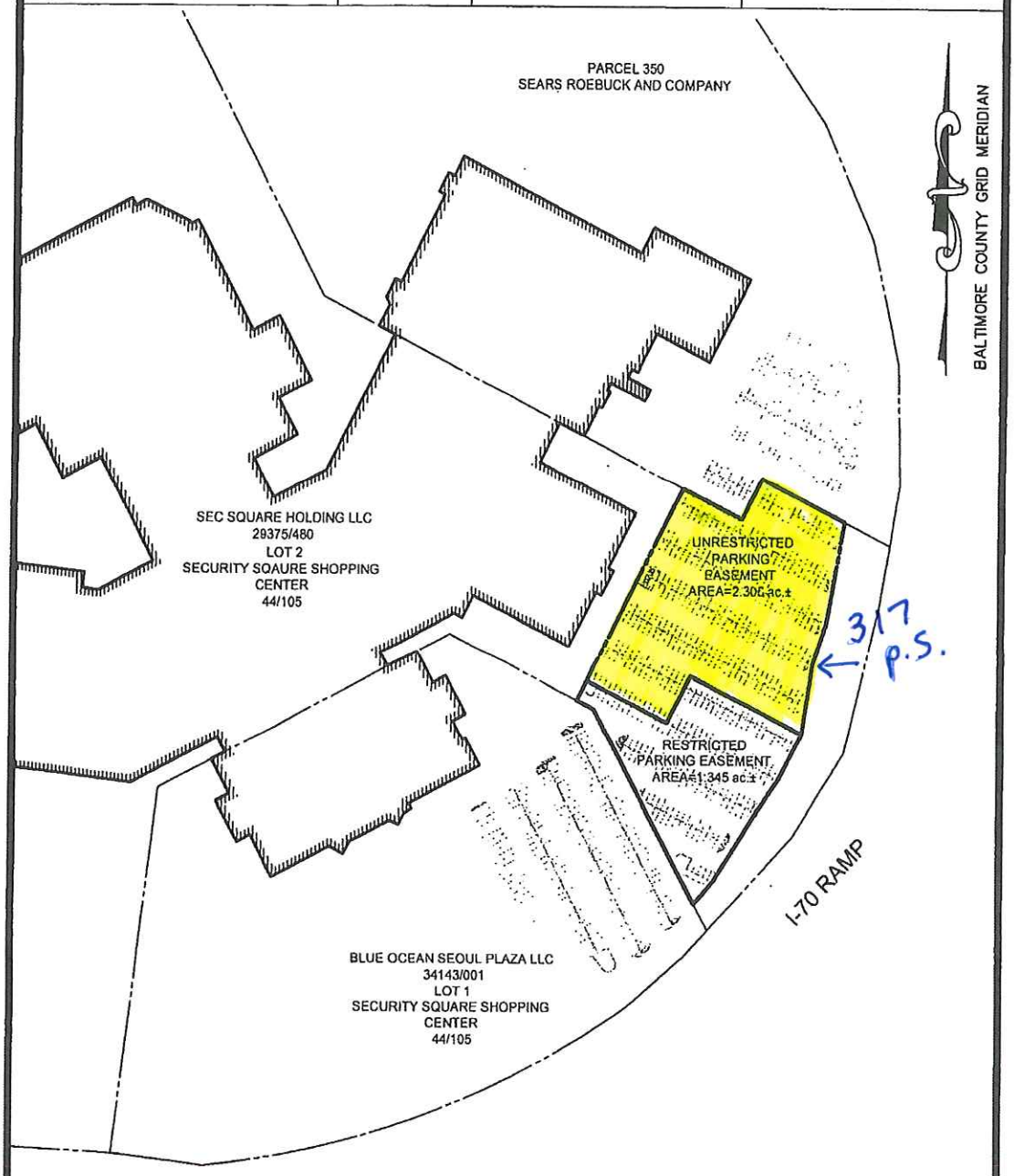
Type: **NOTICE SENT** Complaint No.: **001**
Date: **12/12/2018** Comment: **NOTICE OF OUTCOME OF SPECIFIC SERVICE - SRV2(PLN)-A2**

Exhibit B

BOOK: 37746 PAGE: 148

COLBERT MATZ ROSENFELT, INC.
ENGINEERS • SURVEYORS • PLANNERS
2835 SMITH AVENUE, SUITE G
BALTIMORE, MARYLAND 21209
PHONE: (410) 653-3838
FACSIMILE: (410) 653-7953

DATE: MAY 10, 2016	SCALE: 1" = 200'	PAGE 1 OF 1
SUBJECT: PARKING AREA EASEMENT		
JOB: SECURITY SQUARE MALL	JOB#: 2010061.1	WO#: 56056
DRAWN BY: TRB	CHECKED BY: BRD	



OVERALL SITE DETAIL SHOWING PARKING EASEMENTS

SECURITY SQUARE MALL
LOT No. 1 AND 2
SECURITY SQUARE SHOPPING CENTER PLAT REF.: 44/105
1st ELECTION DISTRICT, BALTIMORE COUNTY, MARYLAND

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 37746, p. 0148, MSA_CE62_37603. Date available 07/18/2016. Printed 12/12/2018.

In the Matter of:	)	**BEFORE THE**
	)	
Set the Captives Free Outreach Center, Inc. (New Owner)	)	**BOARD OF APPEALS**
	)	
	)	**OF**
Blue Ocean Seoul Plaza, LLC (Previous Owner)	)	
	)	**BALTIMORE COUNTY**
	)	
6901 Security Boulevard	)	**Case No.: 18-161-SPH**
1st Election District; 1st Councilmanic District	)	

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FEB 11 2019
BALTIMORE COUNTY
BOARD OF APPEALS

Protestants' Closing Brief

Shirley Supik, Jeff Supik, the Liberty Road Community Council, Inc., Security Wards, LLC and Howard Brown, Protestants ("Protestants"), by and through their undersigned counsel, submit this Closing Brief in lieu of closing argument, and state:

Statement of the Case

This appeal originated as a zoning case under BCZR, § 500.7 initiated by the former owner of the property at issue, Blue Ocean Seoul Plaza, LLC ("Blue Ocean"). Blue Ocean sought zoning approval through a Petition for Special Hearing to subdivide its property so that an existing outbuilding, the automobile service station, could exist on a separate lot of record from the rest of the property. The Administrative Law Judge rendered a decision dated February 21, 2018 in favor of Blue Ocean. Shirley Supik and Jeff Supik, on behalf of the Liberty Road Community Council, noted this appeal to the County Board of Appeals for Baltimore County (the "Board"). Thereafter, Security Wards, LLC and Howard Brown entered their appearance by counsel.[1]

The Board convened for a hearing on June 28, 2018, but the hearing that day was ultimately postponed because the former owner had recently sold the property. Thereafter, the

[1] On January 3, 2019, the undersigned counsel for the Protestants entered his appearance for the following parties: Shirley Supik, Jeff Supik, The Liberty Road Community Council, Inc., Security Wards, LLC, and Howard Brown.

Board held a hearing on the merits of the case on January 8, 2019. At the conclusion of the testimony, the parties suggested that they submit briefs in lieu of closing argument. The Board agreed to accept the briefs in lieu of closing argument.

At the January 8, 2019 hearing, Counsel for the Petitioners advised the Board the property at issue had changed ownership from Blue Ocean to Set the Captives Free Outreach Center, Inc. ("STCFOC" or "Petitioner"). Counsel for the Petitioner submitted an amended Petition for Zoning Hearing (the "Petition") which identifies STCFOC as the new owner of the property and amended the relief requested in the original petition (Petitioner's Exhibit 1)[2]. The Petition seeks:

> A Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve
> 1. [An amendment to] the previous Zoning Order and Site Plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; and
> 2. To confirm a refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center; and
> 3. For such other and further relief as the nature of this cause may require.

Because this is a zoning case and there is no other standard of review provided for by the County Council, the Board hears this matter *de novo*. Baltimore County Charter, § 603 and Baltimore County Code § 32-3-401.

The Facts

The Petitioner owns the property identified as Parcel B, Lot 1 (the "Property") on the plat recorded among the land records of Baltimore County at Liber 44/ folio 105.[3] The Property consists of 11.99 acres in the BM-CT zone and is one of several lots or parcels that comprise

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[2] The amendment changes the requested relief and the Petitioner. The Board denied the Protestants' motion to remand the matter to the Administrative Law Judge to consider the amended petition. For the sake of simplicity, unless otherwise noted, references in this brief to the "Petition", the "Petition for Zoning Hearing", or the "Petition for Special Hearing" shall refer to the amended Petition for Zoning Hearing, Petitioner's Exhibit 1. References to the "Petitioner" shall refer to Set the Captives Free Outreach Center, Inc.

[3] The plat recorded at Liber 44/ folio 105 is Petitioner's Exhibit 7.

Security Square Shopping Center ("SSSC"). The Property is improved with a two story building containing 151,357 square feet gross leasable area identified on Petitioner's Exhibit 6B as "Seoul Plaza". The Seoul Plaza building is the former J.C. Penney department store building, which is shown on Petitioner's Exhibit 14, the site plan in zoning case 1988-0200-A. There is also another existing one story building on the Property containing 13,662 square feet gross leasable area. This second building is identified on Petitioner's Exhibit 6B as "Geico Auto Body Shop".

The Property also contains an area consisting of 1.597 acres on which North American Trade School ("NATS") operates a trade school for truck drivers. This area is identified on Petitioner's Exhibit 6B as "Leased Premises Easement" and is shaded in gray. There are no buildings within this outdoor area, which is fenced and restricted. Both Petitioner's expert witness, Richard Matz, and Protestants' expert witness, Steve Warfield, testified that NATS uses this area to train truck drivers in the handling and maneuvering of trucks.

SSSC was developed in the 1970s and 1980s. In the mid-1980s, SSSC consisted of Hechts, Sears, Woolworth, J.C. Penney, Hutzlers and the mall shops. Petitioner's Exhibit 14, site plan to accompany zoning case 1988-0200-A. Each of these large anchor stores and the mall shops is on a separate lot. Petitioner's Exhibit 7, Plat 1, Security Square Shopping Center.

In Baltimore County, parking must be located on the same lot as the principal use which the parking serves. The only exception to this general rule is that off-site parking[4] may be allowed as long as the off-site parking is located within a certain distance of the entrance to the principal use, and also provided there are easements or other agreements in place to assure the future availability of the parking. Baltimore County Zoning Regulations ("BCZR"), § 409.7.

When SSSC was developed many years ago, the developers established a reciprocal easement agreement (the "Construction, Operation and Reciprocal Easement Agreement", or

[4] Off-site parking is parking that is located on a different lot from the use which the parking serves.

"COREA"), among all the lot owners.[5] Among other things, the COREA reflected an agreement among all the owners of the different lots within the shopping center to treat all the parking areas on each lot as one common parking area serving the entire mall, irrespective of each owner's uses on its lot or the lot boundaries. This way, the COREA allowed the *entire* parking lot to serve the *entire* shopping center, without regard to the individual parking requirements of each lot separately. This was, and remains, a standard practice for shopping centers and office parks where there are many lots owned by different entities.

Because the COREA allowed the entire parking lot to serve the entire shopping center, pursuant to BCZR, § 409.7 (discussed above) the developers prepared one parking plan for the entire shopping center regardless of the parking requirements under the BCZR of the uses on each lot individually or the number of parking spaces provided on each lot. The developers were able to do this because BCZR § 409.7 and the COREA allowed parking for one lot to be located on another lot, as long as the total amount of parking provided met the parking requirements for the shopping center considered as a whole, which is precisely how the off-site parking provisions of BCZR, § 409.7 are intended to work. This manner of satisfying the parking requirements of the BCZR through the off-site parking provisions of BCZR, § 409.7 is reflected on the zoning site plan in Case No. 1988-0200-A, which is Petitioner's Exhibit 14. The 8 ½ x 11 copy of the site plan submitted by the Petitioner as Exhibit 14 is almost illegible, but an enlarged excerpt from the plan, containing the Development Data table, appears as Appendix A to this brief.[6] The Development Data table tells us several pieces of important information:

1. There was a total of 1,051,884 square feet of gross leasable area ("GLA") within SSSC, comprised of restaurant uses, the cinema, and retail uses.

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[5] Excerpts of the COREA pertaining to parking is Protestants' Exhibit 6. The full COREA is recorded among the land records of Baltimore County at liber 6102 / folio 121, and it is in excess of 130 pages.
[6] Appendix A is an enlargement of the Development Data Table of the site plan in Case 1988-0200-A, Petitioner's Exhibit 14. It is offered as an Appendix to this brief merely because the Development Data Table on the actual exhibit is too small to read.

2. 48,586 square feet were devoted to restaurant uses, which required parking at the rate of 20 spaces per 1000 square feet, or 972 parking spaces.
3. The cinema contains 35,876 square feet and 2533 seats, which required parking at the rate of 1 space per 6 seats, or 422 parking spaces.
4. The retail uses in each anchor department store and the mall shops contain 967,422 square feet, which required parking at the rate of 5 spaces per 1000 square feet, or 4837 spaces.
5. The total parking requirement for the entire shopping center was 972 parking spaces (for restaurant uses) + 422 parking spaces (for the cinema) + 4837 parking spaces (for the retail uses) = 6231 parking spaces total required to satisfy the parking requirements of the BCZR.
6. The entire shopping only provided 5966 parking spaces. A variance to permit 5966 spaces in lieu of the required 6231 spaces was granted (shortfall of 265 spaces).
7. Neither the parking variance nor the site plan in Case No. 1988-0200-A was approved with regard to any one particular lot within the shopping center. Instead, both the parking variance and the site plan pertained to the entire shopping center as a whole. The COREA allowed the parking that is provided on the site to be distributed within the shopping center without regard to parking requirements of each lot individually, and without regard to the lot lines.

Thereafter, in January, 2017, the Circuit Court for Baltimore County entered a declaratory judgment declaring that the COREA had terminated by its own terms, and that the parking easements that had been relied upon in approving the parking variance and the site plan were no longer valid. Protestants' Exhibit 7. As a result of the termination of the COREA, BCZR § 409.7 no longer permits parking on one lot to serve any other lot, and each lot within SSSC must have adequate parking for all the uses on that lot.

Petitioner's Exhibit 6B shows the Petitioner's proposal for which it is seeking approval via this proceeding. As noted at the hearing and earlier in this brief, the land involved in this case is Parcel B, Lot 1, which is one of many parcels that comprise the shopping center. The Property in its entirety is shown within the green line on Petitioner's Exhibit 6B. The Petitioner essentially seeks zoning approval to create a new lot, "Parcel B, Lot 4", and subdivide it from "Parcel B, Lot 1", so that Parcel B, Lot 1 will contain the Seoul Plaza building of 151,357 square feet, the fenced NATS training, and parking on 9.95 acres. Parcel B, Lot 4, shown within the blue line, would contain the Geico Auto Body Shop of 13,662 square feet and parking on 2.04 acres.

Petitioner's Exhibit 11, the revised parking tabulation, shows the Petitioner's proposed uses and the parking required by each of them:

1. Parcel B, Lot 1 (Main building, referred to as Seoul Plaza on Petitioner's Exhibit 11):
    a. A proposed 1500 seat church, requiring 375 parking spaces.
    b. A beauty shop of 1195 square feet, requiring 6 parking spaces.
    c. A beauty shop of 859 square feet, requiring 5 parking spaces.
    d. A gym/spa of 18621 square feet.[7]
    e. Undefined accessory uses of 47,909 square feet, including 38,942 square feet on the first floor and 8967 square feet on the second floor.
    f. Vacant space of 43,269 square feet, including 29,201 square feet on the first floor and 14,068 square feet on the second floor.
    g. North American Trade School Lease, 1.597 acres within the parking lot.
2. Parcel B, Lot 4 (Auto Body Shop)

[7] The Petitioner asserts the gym requires 49 parking spaces because the fire department limits the occupancy to 49 persons. Nonetheless, the parking requirements of the zoning regulations, BCZR § 409.6.A.4, require 10 spaces per 1000 square feet for an athletic club or health spa, or 187 spaces. This is discussed in the brief.

a. Geico Auto Body Shop of 13,662 square feet, requiring 46 parking spaces.

As discussed below, multiple obstacles prevent the Board from granting the relief sought by the Petitioners. The Petitioner's parking analysis is flawed in terms of the number of parking spaces required by the proposed uses. The Petitioner's proposed parking analysis is likewise flawed in terms of the number of parking spaces provided on the Property. Furthermore, the uses on the Property, namely the North American Trade School, does not conform to the zoning regulations and prevents site plan approval. Lastly, the Petitioner is invoking the wrong process to approve a refinement of the approved CRG Plan for the shopping center. Accordingly, the Petition for Special Hearing must be denied.

Analysis

I. The Petitioner's Analysis of the Number of Parking Spaces *Required* is Wrong.

Appendix B to this brief is a side-by-side comparison of the Petitioner's parking analysis (as set forth in Petitioner's Exhibit 11, the Petitioner's revised parking tabulation) and the parking analysis offered by the Protestants, as reflected in the testimony of Protestants' expert witness, Steve Warfield. On the left side of Appendix B, outlined in black, are the uses identified by the Petitioner: a proposed 1500 seat church, two beauty shops, an 18,621 square foot health club, nearly 48,000 square feet of undefined accessory uses, and over 43,000 square feet of vacant space. In the center, outlined in green, is the Petitioner's parking analysis, setting forth the Petitioner's position on the parking required by each of the identified uses (650 spaces required on Parcel B, Lot 1 and 46 spaces required on proposed Parcel B, Lot 4, for a total of 696 spaces), and the parking provided on each of the two proposed lots, Lot 1 (788 spaces) and Lot 4 (55 spaces), for a total of 843 parking spaces provided and a total surplus on both lots of 147 parking spaces.[8] On the far right of Appendix B, outlined in red, is the Protestants' parking

[8] On Petitioner's Exhibit 11, the revised parking tabulation, the Petitioner accounts for the parking associated with the North American Trade School in a very confusing manner. The Petitioner identifies this outdoor use as *requiring* 215 parking spaces, which it then includes in the total number of parking spaces required for Lot 1, 650 spaces. The confusion comes from the line on its analysis "Less Leased

analysis. According to the Protestants, the uses on Lot 1 require 573 parking spaces and the uses on Lot 4 require 46 parking spaces, for a total parking requirement of 619 spaces. According to Mr. Warfield, there are 281 parking spaces actually provided on Lot 1 and 55 parking spaces provided on Lot 4, for a total of 336 parking spaces actually provided on both lots. According to Mr. Warfield and the Protestants, there is a parking deficiency of 283 parking spaces (619 required minus 336 provided). The areas of significant discrepancy between the Petitioner and the Protestants area indicated in yellow on Appendix B.

Focusing on the areas of discrepancy in terms of the parking requirements, there are 4 main areas where the Protestants differ from the Petitioners: 1) the parking requirements for the Seoul Gym, 2) the requirement for the accessory uses, 3) the requirements for the vacant spaces, and 4) the requirements for the North American Trade School. Each of these areas is addressed in turn below.

The Seoul Gym contains 18,621 square feet. According to the BCZR, § 409.6.A.4, an athletic club or health spa requires 10 parking spaces per 1000 square feet, which in this case yields a requirement of 187 parking spaces (18,621 times 10 parking spaces per 1000 square feet equals 186.21 parking spaces ≈ 187 parking spaces). However, the Petitioner contends that Seoul Gym, with 18,621 square feet, only requires 49 parking spaces because the fire department limits the occupancy to 49 persons. There is absolutely no basis in the BCZR to reduce the required number of parking spaces due to the limited occupancy. Where there is a unique circumstance particular to the property itself, such as limited occupancy due to fire

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Area (215) . . . 573 [spaces]." The Petitioner appears to include the 215 parking spaces consumed by the leased area as a parking requirement, and *includes* this number within the 650 spaces that are required for Lot 1. It then *excludes* these spaces from the parking provided on Lot 1, 573 spaces. According to the Petitioner's own numbers, it would seem the better comparison would be to compare the number of parking spaces "required" by the uses on Lot 1, 650 spaces, with the number of parking spaces provided on Lot 1, 788 spaces, or a surplus of parking spaces provided of 138 spaces. This purported surplus, in addition to the surplus of 9 spaces on Lot 4, yields a total purported surplus of 147 parking spaces, according to the Petitioner's own numbers. However, as discussed in the text, the Petitioner's analysis is flawed in that it does not account for the proper parking requirements of all the uses, nor does it properly account for the parking actually available on site.

regulations, the correct manner of reducing the parking requirement is by way of a variance under BCZR, § 307. *Even Petitioner's expert witness Mr. Matz agreed on cross-examination that limited occupancy is the type of unique circumstance that should be addressed by variance.* In the absence of a variance, the correct parking requirement for a 18,621 square foot gym is 187 parking spaces. The Petitioner only included 49 parking spaces in its parking tabulation for the gym, which is a shortfall of 138 spaces.

The next area of discrepancy is the parking required by the undefined "accessory uses". Petitioner's Exhibit 12 is a photo array containing pictures of different signs indicating "Future Home of . . . " various purported accessory uses, such as workforce development center, an educational center (including a pool table shown in the photograph), a cafe, a banquet hall, and other purported accessory uses. Accessory uses must be subordinate to the principal use which they serve. BCZR, § 101, Definition of Accessory Uses. However, the purported accessory uses in this case are far larger in size and scope than the principal use they purportedly serve, and interestingly, the Petitioner offered no witness from STCFOC to substantiate any of the purported accessory uses. Here, the total size of the building is 151,357 square feet (Petitioner's Exhibit 6B). The uses within the building, other than the 1500 seat church, consume 111,853 square feet (beauty shops, Seoul Gym, Accessory Uses, Vacant Space). This means that the 1500 seat church consumes 39,504 square feet (151,357 square feet minus 111,853 square feet). By comparison, the area within the building devoted to accessory uses is 47,909 square feet, or 21% more than the size of the church itself. Under the circumstances, the fact that the purported accessory uses consume so much more area than the principal use they purportedly serve, there is a legitimate question of whether these uses are subordinate to the principal "church" use, and therefore qualify as "accessory". And, because the Petitioner changed the parking tabulation at the Board of Appeals hearing of this matter (Petitioner's Exhibit 11), neither the Administrative Law Judge nor the county reviewing agencies

like Planning or Zoning, has had an opportunity to consider whether these purported accessory uses are in fact "accessory" under the BCZR. Moreover, it seems unrealistic to think that accessory uses that consume more than 21% more space than the principal use are actually "subordinate" to the principal use. In fact, based on the information in the record, it would seem more reasonable to conclude that the purported accessory uses are actually principal uses. If these purported accessory uses are not accessory uses under the BCZR, then they would generate a parking requirement based on their square footage. By putting these purported accessory uses under the category "accessory use", without more information, the Petitioner seeks to avoid parking for over 47,000 square feet of building space, or nearly one third of the entire building space.

Next, there is 43,269 square feet of vacant space within the building for which there is no parking provided. Merely applying the parking requirements of the BCZR, if the Petitioner were seeking to build this building with nearly an acre[9] of vacant space within it, the Petitioner would never get a building permit without identifying a use for vacant space and satisfying the parking requirements for the amount of space consumed by the use. If the Board were to approve this parking tabulation which identifies no parking for nearly a third of the building, the space would have to be permanently vacant, and never used for any use. This is unrealistic, and more importantly, unenforceable. The Petitioner should be required to identify a use for the vacant space, the parking requirement for the use, and provide parking accordingly. Alternatively, the Petitioner should seek a variance for the number of parking spaces based on some unique circumstance that prevents the use of the vacant space.

Lastly there is a discrepancy in the required parking in the matter of the North American Trade School. NATS uses the area in question for training truck drivers in the operation and maneuvering of large trucks. This area is not used for parking. The Petitioner asserts that this

[9] An acre contains 43,560 square feet

use requires 215 parking spaces and then includes the 215 parking spaces consumed by the use in the number of parking spaces provided on the site. However, the BCZR *requires* additional parking spaces for this business or trade school uses, which are not provided on this site plan. BCZR, § 409.6.A.4. The BCZR provides that in the case of a business or trade school, there shall be parking provided at the rate of 1 space for each employee, plus visitor and student parking as required by the administrative law judge. There were none of these factors tabulated on the Petitioner's parking analysis, and the Petitioner offered no evidence or testimony to establish the number of employees, the number of visitors or the number of students before the ALJ or the Board. There is no parking actually provided on the site plan (Petitioner's Exhibit 6B) that accounts for the requirements of the BCZR, the number of employees, the number of students, or the number of visitors.

When properly accounted for, the uses on Lot 1 generate a parking requirement of at least 573 parking spaces. It is "at least" 573 parking spaces because the Petitioner has not provided enough information to actually compute the parking requirements of the uses not accounted for: the "accessory" uses, the "vacant" spaces, and the particulars of the NATS operation. The Petitioner erroneously asserts that only 435 spaces are required (not counting the 215 spaces consumed by the trade school).

II. The Petitioner's Analysis of the Number of Parking Spaces *Provided* is Wrong.

Moving past the disagreements between the Protestants and the Petitioners with regard to the parking *required* by the different uses on the Property, the Petitioner and the Protestants also disagree about the number of parking spaces actually *provided* on the Property to meet the parking requirements. The disagreement primarily involves the effect of the parking easement granted by the Petitioner's predecessor-in-title, Blue Ocean, in favor of Sec Square Holdings, LLC, which owns the mall and the AMC theater on an adjoining parcel. The parking easement at issue was admitted into evidence as Protestants' Exhibit 3.

Prior to STCFOC taking title to the Property, Blue Ocean conveyed two easements over its parking lot to Sec Square Holdings, LLC. The first easement was for the area used by NATS for the truck training area. This easement was admitted into evidence as Protestants' Exhibit 2, and the easement area for this easement is shown in grey shading on Petitioner's Exhibit 6B on the "right" or east side of the Property under the heading, "Leased Area Easement". The Petitioner accounts for this area, albeit in a convoluted way, in its parking tabulation, by including the 215 parking spaces consumed within this easement area in both the parking required and the parking provided on the site. See footnote 8.

The other easement granted by Blue Ocean to Sec Square Holdings, LLC was for the parking area on the "left" or west side of the Property. This easement was admitted as Protestants' Exhibit 3 ("Protestants' Exhibit 3"). Mr. Warfield testified that he had analyzed this easement to determine its impact on the parking lot and he found that this easement consumed 292 parking spaces on the west side of the Property. Mr. Warfield testified this easement allows Sec Square Holdings, LLC, to use these 292 parking spaces. By comparison, Mr. Matz appeared to not even know about this easement. Mr. Matz did not refer to this easement on direct examination, and did not account for this easement on any of the Petitioner's exhibits that he prepared, such as the site plan to accompany the Petition, Petitioner's Exhibits 6A and 6B. Furthermore, on cross-examination, after testifying about the NATS easement, Mr. Matz testified that no entity other than NATS had a right to use any of the parking lot. Mr. Matz further testified on cross-examination that if any other entity had a right to use any other areas within the parking lot, that would necessarily reduce the amount of parking available to the Petitioner. Yet, there was no mention of the second easement on any of the exhibits prepared by Mr. Matz.

Mr. Warfield, who testified authoritatively as an expert in the areas of civil engineering, zoning and development in Baltimore County, testified that, because Protestants' Exhibit 3 is not an exclusive easement for Sec Square Holdings, LLC, the parking in that area could be used by

either Sec Square Holdings, LLC or the STCFOC. Mr. Warfield testified that because the easement is not exclusive to one entity or the other, neither entity can claim those spaces for their parking calculations. This is because neither entity can be assured that any of those parking spaces will be available for its use at any particular time, and more importantly Baltimore County cannot be assured those spaces will be available or one or the other entity at any particular time. Under the terms of the easement in Protestants' Exhibit 3, either entity can use any or all of the parking spaces at any time. Thus, neither entity can ever be sure that the parking is not being used by the other entity and neither party can "claim" these spaces on their parking tabulation as parking provided.

Mr. Warfield used the example of a parking lot consisting of, say, 100 parking spaces. He reasoned that, a property owner can not count those parking spaces to satisfy the parking requirement for its restaurant, for example, and simultaneously grant a non-exclusive parking easement for these spaces for another restaurant. If that were permissible, one parking lot with the same 100 parking spaces could be used to satisfy the parking requirements for any number of restaurants. That can not be the case, because the parking spaces must be actually available to the entity claiming the spaces as parking provided on its parking tabulation. It would be different if it were an exclusive easement, meaning that no other entity has a right to use the spaces ever, because at least then we would know who may claim the spaces as parking provided on its parking tabulation. The same cannot be said in case such as this one with a non-exclusive easement, because there are multiple parties that might use the same parking space at any given time, but in reality only one entity may use each space at any given time. Under those circumstances, no entity may claim those spaces on its parking tabulation.

Accordingly, Mr. Warfield found there are actually only 336 parking spaces on the Property which the Petitioner may as parking provided for purposes of its parking tabulation. Mr. Warfield testified that he accepted Petitioner's top line number of 843 total parking spaces

available on the Property. From that, Mr. Warfield testified the Petitioner must deduct 215 parking spaces, on account of the NATS truck driving school lease/easement (Protestants' Exhibit 2). Because of the other non-exclusive easement to Sec Square Holdings, LLC on the west or "left" side of the Property, Mr. Warfield opined that you also have to deduct those 292 parking spaces from the total number of parking spaces provided. These deductions yield 336 parking spaces available on the Property to satisfy the parking requirements of Lot 1 and Lot 4:

Total Number of Parking Spaces on the Property	843
Minus: NATS Lease / Easement	-215
Minus: Protestants' Exhibit 3 Easement	-292
Parking Provided for Petitioner's Uses on the Property	336

There are 55 parking spaces provided on proposed Lot 4. This leaves 281 parking spaces on proposed Lot 1. As noted in the previous section, above, the uses on Lot 1 generate a parking requirement of at least 573 parking spaces (even more once the accessory and vacant use issues are resolved). If the Petitioner's position is that the easement to SEC Square Holdings, LLC on the "left" or west side of the Property for 292 parking spaces is a unique circumstance, it may seek a variance for those parking spaces. However, that was not done in this case.

It is also worth noting that the Petitioner failed to seek approval of the parking as a shared parking facility through the procedure set forth in BCZR § 409.6.B.3.b.2 and/or § 409.7.C. The Petitioner neither sought approval of the Director of PAI for the off-site parking provided to Sec Square Holdings, LLC by Protestants' Exhibit 3, nor for the shared use of the parking. As Mr. Warfield testified, there are procedures in place by which off-site and shared use parking may be approved, but the Petitioner has not complied with the requirements of those procedures nor, it appears, sought approval under them.

Because the uses on Lot 1 generate a parking requirement of at least 573 spaces and there are actually only 281 parking spaces available on Lot 1, there is a parking deficiency on

Lot 1 of 292 parking spaces. There has been no variance granted for these missing parking spaces, no off-site parking approved, and no shared use facility approved. The Petitioner simply may not subdivide the Property in the manner proposed.

III. The North American Trade School violates the BCZR.

At the hearing before the Board, Mr. Matz and Mr. Warfield testified that the North American Trade School uses the "Leased Area Easement" for training truck drivers in the operation and maneuvering of trucks.

BCZR, § 233.2, "Permitted Use Conditions", provides that all uses in the BM zone must be contained within a completely enclosed building, except for signs, restaurants, swimming pools, outdoor sales or display areas and parking. This means that in the BM-CT zone, in which the Property is located, NATS use of the Property to train truck drivers must be within a completely enclosed building. Here, the undisputed testimony is that this trade school use is outdoors, e.g., not within a completely enclosed building. This use is occurring in an outdoor area that is set aside from the parking lot with fencing and other restrictions. Accordingly, the Board should not approve a site plan that shows the outdoor use of this area for truck driver training. Once again, the Petitioner can seek a variance to conduct the training outdoors, but it has not done so.

IV. The Baltimore County Code Does Not Allow the Administrative Law Judge to Approve Amendments to CRG Plans.

The Petitioner sought approval of an amendment to the CRG Plan for SSSC by the Administrative Law Judge through the Special Hearing process of BCZR § 500.7. Petitioner's Exhibits 1 and 15. However, there is no authority in either the Baltimore County Code or the Baltimore County Zoning Regulations which allow the ALJ, or, on appeal, the Board of Appeals, to approve an amendment to a CRG plan.

The issue arises as a result of BCC, § 32-4-262, which provides that amendments to non-residential development plans, like the CRG Plan for SSSC, shall be reviewed and approved in the same manner as the original plan. This means that amendments to CRG Plans must be reviewed and approved by the County Review Group, consisting of the Directors of Planning and Public Works, under the procedure that was in place when that the CRG Group was responsible for the review and approval of development plans. This code provision was addressed in *Meadows of Greenspring HOA v. Foxleigh Enterprises, Ltd.*, 758 A.2d 611, at 614, 133 Md. App. 510 (Md. App. 2000), where the Court of Special Appeals stated:

> Sections 26-169 and 26-211 [now recodified in BCC, § 32-4-262] unambiguously state that there is no discretion involved in deciding which review process is applicable. A previously approved plan by the CRG must be reviewed by the CRG process for any material amendments.

Furthermore, in *Beth Tfiloh v. Glyndon Community Assn.*, 831 A.2d 93, 152 Md. App. 97, at 100 (Md. App., 2003), the Court of Special Appeals described in detail the manner in which approved development plans are amended:

> a) Requests for Amendments to Previously Approved Plans
> If a request for amendment to a previously approved plan is received, the DRC [Development Review Committee] first evaluates which development law applies. Baltimore County Code § 26-169 and § 26-211[now recodified in BCC, § 32-4-262], "grandfather," for the benefit of the developer, certain projects which have been approved pursuant to an earlier development process than the one which is currently in effect. . . . When an applicant submits a request for amendment to a previously approved plan, the first issue the DRC must decide is what development law applies. If the DRC determines that the plan had been approved under one of the earlier processes, it then determines which process it was approved under; it next determines whether the proposed amendment is a material change to, or a refinement of, the existing approved plan.

Beth Tfiloh goes on to make clear that regardless of whether a proposed change to a CRG Plan is a *refinement* or a *material amendment*, it is the Director of Planning and the Director of Public Works, acting as the CRG, which approve the amendment. *Id.*, at 102. The

Administrative Law Judge has no role in approving amendments to approved CRG Plans, regardless of whether the change is characterized as a refinement or a material amendment.

If for no other reason, this Board should deny any request for approval of a refinement or material amendment to the approved CRG Plan because the Petitioner failed apply to the DRC or the CRG to approve the change.

Conclusion

This case is the story of the Petitioner trying to fit a square peg in a round hole.

First, the Petitioner fails to properly determine the required number of parking spaces under the BCZR. The Petitioner does not properly compute the required number of parking spaces for the health club, the vacant spaces, and the NATS trade school. The Petitioner also fails to substantiate that the proposed accessory uses qualify as accessory uses under the BCZR. By under counting the number of spaces required, the Petitioner seeks to avoid providing parking spaces for 104,899 square feet of building area within the Seoul Plaza building (43,269 square feet of vacant space, 47,909 square feet of accessory space, and 13,721 square feet of Seoul Gym). Those spaces total over two-thirds the size of the entire building. There was no variance sought by the Petitioner for any of these omissions in the parking tabulation.

Next, the Petitioner fails to account for Protestants' Exhibit 3, the parking easement to Sec Square Holdings, LLC. Because these 292 parking spaces are available to both entities at any time, they can not be counted toward the parking provided by either entity on their parking tabulation. Not only that, but the Petitioner failed to seek the approval for either "off-site" or "shared" parking under BCZR, § 409.7 and/or § 409.6.B.3.b.2, respectively. Or, if the Petitioner's position is that this easement is a unique circumstance justifying a reduction in the amount of parking to be provided, it could have sought a variance, but it did not do so.

Then, the Petitioner asks the Board to ignore the fact that NATS's use of the Leased Area Easement is not contained within a completely enclosed building, contrary to the requirements of BCZR, § 233.2. The Board cannot approve the amendment to the site plan showing this outdoor use in this area, because to do so would put the Board's imprimatur on the zoning violation. The Petitioner could have sought a variance for this outdoor use, but it chose not to do so.

Likewise, the Petitioner asks the Board to ignore the fact that the Petitioner is using the wrong procedure to approve a refinement to a CRG Plan. As confirmed by the Court of Special Appeals in *Meadows of Greenspring* and *Beth Tfiloh*, a change to a CRG Plan must be approved by the Director of Planning and the Director of Public Works acting as the County Review Group (CRG) under authority of BCC, § 32-4-262.

Any of the Petitioner's missteps described above would be enough to deny the Petition for Special Hearing in its entirety. But the Petition for Special Hearing should be denied for another reason as well. The termination of the COREA has fundamentally changed the circumstances that allowed the approval of the Zoning Order and Site Plan in Case No. 1988-0200-A and the CRG Plan in the first place. The legal underpinning of the parking variance granted in 1988-0200-A has terminated. This means, in practical terms, that the parking variance in that case has terminated as well, or at least has lapsed due to the significant change in circumstances brought about by the termination of the COREA. As discussed above, it was the COREA that allowed the developers to consider the entire parking lot to serve the entire mall, without regard to the parking requirements for each lot individually. Now that the COREA is terminated, the legal basis no longer exists for the earlier variance that the Petitioner seeks to amend by this Special Hearing. In these circumstances, the correct course of action is for the Petitioner to seek a new parking variance for its property only. Alternatively, if the Petitioner believes it does not need a parking variance, it should simply apply to the DRC for a

determination of whether the proposed change to the CRG Plan is a refinement or a material amendment, and the Petitioner would then proceed accordingly. This is the mandate of *Meadows of Greenspring* and *Beth Tfiloh*. Yet, once again, the Petitioner has decided not to do so and instead seeks to squeeze this case within the rubric of a Special Hearing, which is not authorized in the law and is not equipped to handle these types of matters.

Lastly, at the hearing, there was some discussion among the Board members as to whether the Board can impose conditions on the grant of a Petition for Special Hearing and specifically whether this case can be conditionally approved. There are two components to the answer: 1) Does the law authorize conditional approvals of Petitions for Special Hearings?, and 2) Does this case warrant a conditional approval?

There are four types of zoning cases: Reclassifications, Special Exceptions, Variances and Special Hearings. Notably, there is authority in the law to impose conditions on Special Exceptions and Variances. *See*, BCZR, § 502.2 for authority to impose conditions in Special Exception cases, and BCC, § 32-3-301 for authority to impose conditions in Variance cases. Likewise, there is authority in the law for the ALJ to impose conditions in Development Plan cases. *See*, BCC, § 32-4-229(d). However, notably, there is no authority in the law for conditions on Special Hearings or Reclassifications. So, as a preliminary matter, there is a legitimate question whether the Board has the authority to attach conditions to a Special Hearing.

The other question is whether this case warrants consideration of a conditional approval. Even assuming that the Board can attach conditions to Special Hearing, the types of conditions that are authorized in the cases of a Special Exception, a Variance or a Development Plan presume first that approval of the relief sought is warranted. The conditions that are authorized are not concerned with whether the proposal meets the requirements for the relief sought. The types of conditions that are authorized, where they are authorized, are explicitly for the

protection of the surrounding community and neighboring properties. *See*, for example, BCZR, § 502.2, which states, "In granting any special exception, the Zoning Commissioner or the Board of Appeals, upon appeal, shall impose such conditions, restrictions or regulations as may be deemed *necessary or advisable for the protection of surrounding and neighboring properties*". [Emphasis added.] *See also*, BCC, § 32-3-301 and § 32-4-229 for similar restrictions on the conditions in a Variance case or a Development Plan case, respectively. The conditions do not go to the fundamentals of the proposal itself. For example, it would not be permissible to condition approval of the Petitioner's proposal on the condition that the Petitioner "provides adequate parking under the zoning regulations", because that is the crux of the case and without adequate parking on the site plan for which the Petitioner seeks approval, the Board cannot grant the Petition at all, and no condition that the Board crafts can make the proposal comply with the zoning requirements. Therefore, it is the Protestants' position that the Board cannot grant conditional approval in this Special Hearing, because a) such conditions are not authorized by law, and b) the proposal itself does not otherwise warrant approval and the types of conditions that are authorized elsewhere in the code for other types of cases only deal with mitigating the impact of an otherwise rightful approval on neighboring properties, and do not fundamentally alter the proposal itself.

For the foregoing reasons, the Protestants respectfully request this honorable Board to DENY the Petition for Special Hearing in its entirety.

Respectfully submitted,

February 11, 2019
Date

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Certificate of Service

I certify that on February 11, 2019 I sent a copy of the foregoing Closing Brief by first class mail, postage prepaid, to: Timothy M. Kotroco, Esquire, Attorney for the Petitioner, 305 Washington Avenue, Suite 502, Towson, Maryland 21204.

Dino C. La Fiandra

Appendix A:

Excerpt from Approved Site Plan in Zoning Case 1988-0200-A (from Petitioner's Exhibit 14).

DEVELOPMENT DATA

LAND AREA CALCULATION

DEVELOPERS PARCELS (2)	28.29 AC
ENTRY ROAD PARCELS (4)	2.41 AC
J. C. PENNEY PARCEL	12.00 AC
SEARS PARCEL	18.00 AC
HECHTS (MAY) PARCELS (4)	11.98 AC
HUTZLERS PARCEL	16.03 AC
CINEMA PARCEL	1.57 AC
TOTAL SITE AREA	90.28 AC

LAND COVERAGE CALCULATION

MALL	393,633 s.f.
SEARS	127,647 s.f.
J. C. PENNEY	89,155 s.f.
HECHTS	85,000 s.f.
HUTZLERS	76,328 s.f.
WOOLWORTH	62,500 s.f.
CINEMA	35,876 s.f.
BANK	1,000 s.f.
TOTAL GROUND SPACE	871,139 s.f.

LEASEABLE AREA CALCULATION

SEARS	209,512 s.f.
J.C. PENNEY	171,627 s.f.
HECHTS	150,000 s.f.
HUTZLERS	143,252 s.f.
WOOLWORTH	62,500 s.f.
MAJOR TOTAL	736,891 s.f.
MARRIOTT FAMILY RESTAURANT	5,055 s.f.
BENNIGAN'S RESTAURANT	7,950 s.f.
CINEMA	35,876 s.f.
BANK	1,000 s.f.
OUT PARCEL TOTAL	49,881 s.f.
MALL	265,112 s.f.
TOTAL GLA	1,051,884 s.f.

PARKING REQUIREMENTS

RESTAURANT USES

MARRIOTT	5055 sf
BENNIGANS	7950 sf
MALL STORES	9433 sf
FOOD COURT	6458 sf
F.C. SEATING	6750 sf
YORK STEAK HOUSE	6640 sf
BURGER KING	3000 sf
HUTZLERS REST.	3300 sf
TOTAL	48,586 sf

PARKING REQUIRED @ 20/1000 sf = 972

CINEMA USES (2,532 SEATS)

PARKING REQUIRED @ 1/6 seats= 422

MALL USES (RETAIL)

GROSS LEASABLE AREA	1,051,884 sf
LESS RESTAURANT USES	-48,586 sf
LESS CINEMA USES	-35,876 sf
TOTAL RETAIL	967,422 sf
PARKING REQUIRED @ 5/1000 sf=	4,837
TOTAL PARKING REQUIRED	6,231 SPACES

PARKING PROVIDED

EXISTING STRIPED SPACES PROVIDED	6,041
LOST TO PROPOSED RESTAURANTS	- 112
CREDIT FOR AUTO REPAIR BAYS	+ 37
TOTAL PARKING PROVIDED	5,966 SPACES

PARKING VARIANCE REQUIRED FOR 265 SPACES

Appendix B

Set the Captives Free Outreach Center, Inc. Parking Analysis

Parking Required

Parcel B, Lot 1 -Seoul Plaza Shopping Center

Suite(s)	Use	Area (square feet)	Seats	Parking Requirement per Petitioner			Parking Requirement per Protestants		
				Baltimore County Use	Ratio	Number Required	Baltimore County Use	Ratio	Number Required
	Proposed Church		1500	Church	1 / 4 seats	375	Church	1 / 4 seats	375
2030	ATSU Braiding	1195		Beauty Shop	5 / 1000 sf	6	Beauty Shop	5 / 1000 sf	6
2036	Dominican Hair	859		Beauty Shop	5 / 1000 sf	5	Beauty Shop	5 / 1000 sf	5
3060	Seoul Gym/Spa	18621		Health Spa	10 / 1000 sf	49	Health Spa	10 / 1000 sf	187
210, 2022, 2028, 2038, 2039, 2046, 2056, 3018, 3026, 3046	Accessory Uses	47909		Accessory Uses	0	0	Accessory Uses	Unable to determine	Unable to determine
	Vacant Suites - First Floor	29201		Vacant	0	0	A use must be identified for this area, and parking provided accordingly.	Unable to determine	Unable to determine
	Vacant Suite - Second Floor	14068		Vacant	0	0	A use must be identified for this area, and parking provided accordingly.	Unable to determine	Unable to determine
North American Trade School Lease						215	Business or trade school	To be determined by the Zoning Commissioner	Unable to determine
Lot 1 Total - Required		**151357**				**650**			**573**
Lot 4 Total Required	Geico Auto Body	13662		Personal Service Establishment	3.3 / 1000 sf	46	Personal Service Establishment	3.3 / 1000 sf	46
Total Parking Required - Lots 1 & 4						**696**			**619**
Parking Provided				Parking Provided According to Petitioner			Parking Provided According to Protestants		
Lot 1						788			281
Lot 4						55			55
Total Parking Provided - Lots 1 & 4						**843**			**336**
Surplus						**147**			
Deficiency									**283**

IN THE MATTER OF:	*	BEFORE THE
BLUE OCEAN SEOUL PLAZA, LLC	*	BOARD OF APPEALS
6901 Security Boulevard	*	FOR
	*	BALTIMORE COUNTY
1st Election District	*	
1st Councilmanic District	*	Case No.: 2018-0161-SPH
	*	

* * * * * * * * * * * *

APPELLANTS SHIRLEY AND JEFF SUPIK AND HOWARD BROWN RESPONSE TO MOTION TO DISMISS APPEALS AND TO DENY THE APPEARANCE OF A CITIZEN DUE FOR LACK OF STANDING

Shirley and Jeff Supik, 3525 North Rolling Road, Windsor Mill, Maryland 21244, Appellants, by their attorney, ***J. Carroll Holzer, Esquire***, filed an appeal to this Honorable Board, being aggrieved by the Decision of the Administrative Law Judge Opinion and Order in the above-captioned case dated February 21, 2018. Counsel still represents the Supiks and subsequent to the appeal dated March 22, 2018, entered his appearance on behalf of Security Wards, LLC, by Howard Brown, 100 Painters Mill Road, Suite 900, Owings Mills, Maryland 21117, on May 15, 2018.

Issues Presented by the Motion

The Motion to Dismiss alleges that the Supiks appeared before the Administrative Law Judge Beverungen and were not represented by Counsel. The simple response is:

1. That they did not have to have Counsel. I filed an appeal as Counsel for purposes of taking the appeal to the Board of Appeals. In addition, Counsel requested a postponement of the Administrative Law Judge Hearing and it was objected to by

LAW OFFICE
HOLZER AND LEE
THE 508 BUILDING
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Mr. Kotroco. I was out-of-town on the hearing date: Mr. Kotroco in an e-mail on February 15, 2018, stated the following:

> "I suggest that the hearing go on as scheduled. ***I presume Mr. Holzer will not be there as he stated he will be out-of-town***. Mrs. Supik, from the Liberty Road Community Council is very familiar with the zoning hearing process as she regularly attends zoning hearings on the Liberty Road corridor. ***Perhaps she can attend in Mr. Holzer's absence to present her opposition***. Assuming the matter is eventually approved by you, Mr. Holzer could always ask for a reconsideration or ***could file an appeal to the Board of Appeals as any appeal, as you well know, is a de novo appeal***. I do not want to lose our hearing date as we have already posted the property and paid for our advertising in the Baltimore Sun. Lastly, time is of the essence for my client in this matter.

2. Mr. Brown's participation before the Board is appropriate and lawful.

3. The Hearing before the Board is *de novo* and the fact that Mr. Brown and Security Wards were not present at the ALJ Hearing is irrelevant. There was no need to exhaust administrative remedies and they did not have to file an appeal since an appeal was already filed. A Hearing before the Board is *de novo*. Security Wards, LLC waived no rights to become parties. However, they do have Standing as a next door property owner to participate in the *de* novo appeal before the Board.

4. A proper appeal was filed on behalf of the Supiks from the Decision of the Administrative Law Judge, and again, it appears before the Board as a *de facto* hearing case.

5. The issue of Standing of the Supiks was not raised before the Administrative Law Judge in that it was irrelevant and Standing is not a requirement of the Supiks before this Board. Security Wards, LLC and Howard Brown are adjacent and adjoining property owners and thus have Standing. Again, before this Board Standing of Howard Brown and Security Wards, is not a relevant inquiry.

Legal Support for Appellants Proper Appeal to this Board and their Right to Participate in this Board Proceeding as to both the Supiks and Security Wards, LLC through Howard Brown

This Petition, on behalf of Blue Ocean's Seoul Plaza, LLC, is a Petition for Special Hearing pursuant to §500.7 of the Baltimore County Zoning Regulations. As such, upon a timely appeal (as in the instant case), by the Supiks who attended and participated in the Hearing before the Administrative Law Judge, timely filed by the Supiks, is a Hearing *de novo* before the Baltimore County Board of Appeals. Before the Administrative Law Judge, there was no issue raised of Standing and it would have been irrelevant had it been raised by the Petitioners.

The case of *Paul Dorsey, et al. v. Bethel A.E. Church*, 375 Md. 59 (2003), in the Court's Opinion authored by The Honorable Judge Eldridge, sets forth with clear and precise direction to this Board. The response that this Board should adopt is to **DENY** the Motion to Dismiss.

The *Dorsey* case revolved around the Baltimore County Board of Appeals, the Circuit Court of Baltimore County and subsequently the Court of Special Appeals and then the Court of Appeals. The Court clearly considered only the Hearing before the Board of Appeals as the final Administrative Agency action, before entering into the judicial process. Judge Eldridge found that any party then aggrieved would then have the right to appeal in full to the Board of Appeals on all issues of the Development Plan. (Here, it is a Zoning Action). The Court at page 67, stated:

> "We shall hold the individual Petitioners were parties before the Board of Appeals, had Standing to bring the

judicial action, had Standing to maintain the appeal and are proper parties."

In a footnote, the Court explained that where there exists a party having Standing to bring an action or to take an appeal, we shall not ordinarily inquire as to whether another party on the same side also has Standing, quoting *Board v. Haberlin*, 320 Md. 399 (1990), and *Sugarloaf v. Department of Environment*, 344 Md. 271, (1996). The Court at page 72, then went on to explain:

> "The Court of Special Appeals overlooked the liberal standards under Maryland law for party status at an administrative hearing. This Court in *Sugarloaf v. Department of Environment, supra*, 344 Md. at 286-287, 686 A.2d at 613, explained:
>
> "The requirements for administrative standing under Maryland law are not very strict. Absent a statute or a reasonable regulation specifying criteria for administrative standing, one may become a party to an administrative proceeding rather easily. In holding that a particular individual was properly a party at an administrative hearing, Judge J. Dudley Digges for the Court in *Morris v. Howard Res. & Dev. Corp.*, 278 Md. 417, 423, 365 A.2d34, 37 (1976), explained as follows:
>
> 'He was present at the hearing before the Board, testified as a witness and made statements or arguments as to why the amendments to the zoning regulations should not be approved. This is far greater participation than that previously determined sufficient to establish one as a party before an administrative agency. *See, e.g., Baxter v. Montgomery County*, 248 Md. 111, 113 235A.2d 536 (1967) (*per curiam)* (submitting name in writing as a protestant); *Bryniarski v. Montgomery Co.*, 247 Md. 137 143, 230 A.2d 289, 293-94 (1967) (testifying before agency); *Hertelendy v. Montgomery County*, 245 Md. 554, 457, 226 A.2d 6672, 680 (1967) (submitting into evidence letter of protest); *DuBay v. Crane*, 240 Md. 180, 184, 213 A.2d 487, 489 (1965) (identifying self on agency record as a party to proceedings);

> *Brashears v. Lindenbaum*, 189 Md. 619, 628, 56, A.2d 844, 849 (1948) (same). Bearing in mind that the format for proceedings before administrative agencies in intentionally designed to be informal so as to encourage citizen participation, we think that absent a reasonable agency or other regulation providing for a more formal method of becoming a party, anyone clearly identifying himself to the agency for the record as having an interest in the outcome of the matter being considered by that agency, thereby becomes a party to the proceedings..'"
>
> "Although we have said that one's presence at the hearing and testimony in favor of an asserted position is sufficient, *id.*, we have also said that personal appearance and testimony at the hearing are not required. *Hertelendy v. Montgomery County*, 245 Md. 554, 567, 226 A.2d 672 (1967); *Largo Civic Association v. Prince George's County*, 21 Md. App. 76, 81, 318 A.2d 834 (1974). In fact, it has been held to be sufficient that the hearing examiner considered the appellant to be a party, *Northhampton v. Prince George's County*, 21 Md. App. 625, 633-34, 321 A.2d 204, *rev'd on other grounds,* 273 Md. 93, 327 A.2d 774 (1974), or that the appellant's name was submitted to the Board of Appeals as one who would be aggrieved by and adverse decision.

While Appellee cites *Bryniarski v. Montgomery County Board of Appeals,* 247 Md. 137 (1967), it is clear that case is not applicable to the current question before the Board. Judge Barnes made it clear that the *Bryniarski* case applied not to participation before the Montgomery County Board of Appeals, but to the question of Standing before the Circuit Court. The Court stated: To have Standing to appeal to the Circuit Court from a Board Decision, the person appealing must have been a party to the proceeding before the Board and be aggrieved by the Board's Decision, Here, the issue is

whether or not, because the Hearing before the Board of Appeals is a *de novo* hearing and does not involve the issue of Standing of the Appellants before the Circuit Court, but merely an Administrative Agency of the Board of Appeals. Thus, the tests and challenges raised by the Appellee is not applicable to this case.

CONCLUSION

In summary then, the Supiks had Standing to participate before the Administrative Law Judge, they had an absolute right to file an appeal to this Board of Appeals and they have a right to participate before the Board in their full capacity. Security Wards, LLC, has a right to enter and appear and testify before the Board of Appeals during the Administrative Agency process, but was not relevant that it did not participate before the Administrative Law Judge.

Finally, Security Wards, LLC, through Howard Brown have an absolute right and Standing to participate before the Board as well as any judicial process in that it is an adjacent and adjoining property owner to Blue Ocean Seoul Plaza, LLC at 6901 Security Boulevard. Therefore, the Board should **DENY** the Motion to Dismiss filed by Appellee.

Respectfully submitted,

J. CARROLL HOLZER, Esquire
J. CARROLL HOLZER, P.A.
508 Fairmount Avenue
Towson, Maryland 21286
410-825-6961
jcholzer38@gmail.com
Attorney for Appellants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of June, 2018, a copy of the foregoing Response to Motion to Dismiss Appeal and to Deny the Appearance of a Citizen Due for Lack of Standing was e-mailed and mailed first class, postage pre-paid to the following:

Timothy M. Kotroco, Esquire
305 Washington Avenue
Suite 502
Towson, Maryland 21204
Attorney for Appellees

Peter Max Zimmerman, Esquire
People's Counsel for
Baltimore County
Jefferson Building
105 West Chesapeake Avenue
Room 204
Towson, Maryland 21204

J. CARROLL HOLZER, Esquire

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IN THE CIRCUIT COURT FOR BALTIMORE COUNTY	*	
	*	
PETITION OF: SECURITY WARDS, LLC, *ET AL.*	*	
FOR JUDICIAL REVIEW OF THE OPINION OF THE BOARD OF APPEALS OF BALTIMORE COUNTY JEFFERSON BUILDING – ROOM 203 105 W. CHESAPEAKE AVENUE TOWSON, MARYLAND 21204	*	CIVIL ACTION NO.: C-03-CV-19-000826
	*	
IN THE MATTER OF: SET THE CAPTIVES FREE OUTREACH CENTER, INC. – LEGAL OWNER FOR PROPERTY LOCATED AT 6901 SECURITY BOULEVARD	*	
	*	
1ST ELECTION DISTRICT 1ST COUNCILMANIC DISTRICT	*	
BOARD OF APPEALS CASE NO.: 18-161-SPH	*	

* * * * * * * * * * * * *

PROCEEDINGS BEFORE THE ADMINISTRATIVE LAW JUDGE AND THE BOARD OF APPEALS OF BALTIMORE COUNTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

And now comes the Board of Appeals of Baltimore County and, in answer to the Petition for Judicial Review directed against it in this case, herewith transmits the record of proceedings had in the above-entitled matter, consisting of the original papers on file in the Department of Permits, Approvals and Inspections and the Board of Appeals of Baltimore County:

ENTRIES FROM THE DOCKET OF THE BOARD OF APPEALS AND DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS OF BALTIMORE COUNTY

December 13, 2017	Petition for Special Hearing pursuant to Section 500.7 of the BCZR to (1) amend the previous Zoning Order and Site Plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; and (2) to confirm a refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center; and (3) to confirm that parcel B, lots one and four are separate and distinct lots of record separate and apart from the Security Square Mall; and (4) for such other and further relief as the nature of the cause may require.
December 19, 2017	Entry of Appearance filed by People's Counsel for Baltimore County.
January 5, 2018	Notice of Zoning Hearing
January 25, 2018	Certificate of Publication in newspaper
January 27, 2018	Certificate of Posting
February 8, 2018	ZAC Comments
February 12, 2018	Letter to ALJ Beverungen from J. Carroll Holzer, Esquire requesting postponement as he has just been retained by Liberty Road Community Council, Inc. and Shirley Supik and he is scheduled to be out of town.
February 14, 2018	E-mail to ALJ Beverungen from Timothy M. Kotroco, Esquire advising he has not yet seen the postponement request and will pick-up a copy, but his client objects to the request.
February 14, 2018	E-mail to ALJ Beverungen from Timothy M. Kotroco, Esquire advising he still opposes the request but would like to speak with Mr. Holzer before a decision is made.
February 15, 2018	E-mail to ALJ Beverungen from Timothy M. Kotroco, Esquire advising he still has not spoken with Mr. Holzer, but that he objects to the postponement request and asks that the hearing go on as scheduled.
February 15, 2018	E-mail to counsel form ALJ Beverungen denying the postponement request.
February 16, 2018	Administrative Law Judge hearing.
February 21, 2018	Opinion and Order issued by the Administrative Law Judge wherein the Petition for Special Hearing to (1) amend the previous order and site plan in Case No. 1988-0200-A to allow the existing Geico

	automobile service center/garage to be subdivided and exist on a separate lot of record; and (2) to confirm a refinement to the 4th Refined CRG Plan for the Security Square Shopping Center was GRANTED, with conditions.
March 22, 2018	Notice of Appeal filed by J. Carroll Holzer, Esquire on behalf of Shirley and Jeff Supik, Protestants/Appellants.
March 22, 2018	Appeal received by the Board.
April 2, 2018	Notice of Assignment issued by the Board.
April 11, 2018	Letter to counsel and Notice of Postponement and Reassignment issued by the Board.
May 15, 2018	Entry of Appearance filed by J. Carroll Holzer, Esquire on behalf of Security Wards, LLC, by Howard Brown.
June 11, 2018	Motion to Dismiss Appeal and to Deny the Appearance of a Citizen Due to Lack of Standing filed by Timothy M. Kotroco, Esquire on behalf of Blue Ocean Seoul Plaza, LLC, Petitioner/Appellee.
June 22, 2018	Letter to Board from People's Counsel regarding the "standing" of Appellants Shirley and Jeff Supik, and additional party, Howard Brown.
June 25, 2018	Appellants Shirley and Jeff Supik and Howard Brown Response to Motion to Dismiss Appeals and to Deny the Appearance of a Citizen Due for Lack of Standing filed by J. Carroll Holzer, Esquire.
June 28, 2018	Board convened for a Hearing, Day 1.
August 16, 2018	Order issued by the Board wherein the appeal taken in Case No. 18-161-SPH was postponed as the subject property was sold.
September 2018	Miscellaneous scheduling emails.
October 2, 2018	Notice of Reassignment issued by the Board.
January 3, 2019	Entry of Appearance and Substitution of Counsel filed by Dino C. La Fiandra, Esquire on behalf of the Protestants.
January 8, 2019	Board convened for a Hearing, Day 2.

Exhibits submitted at Hearing before the Board of Appeals:

Petitioner's Exhibit No.

1 – Revised Petition for Special Hearing
2 – Richard E. Matz Curriculum Vitae
3 – SDAT printout
4 – Picture of Dr. Karen Bethea
5 – Printout of Pastors
6A – Unmarked Site Plan
6B – Marked Site Plan
7 – Revised Plan 6/22/79
8 – My Neighborhood zoning map
9 – My Neighborhood zoning map
10A-L – Photos of the site
11 – List of tenants
12 – Photos of signs for possible ancillary services to Church
13 – O.W.E. Center description printout
14 – 1988 parking variance
15 – 5th Amended CRG Plan
16 – My Neighborhood measurement from Supik property Mall property

Protestants Exhibit No.

1 – Stephen A. Warfield, P.E. Curriculum Vitae
1 – Notice of Appeal to County Board of Appeals filed on behalf of Shirley and Jeff Supik
2 – Easement Agreement with NATS
3 – Easement Agreement with AMC
4 – Rule 8 documents/Shirley Supik for Liberty Road Community Council, Inc.
5 – Liberty Road Community Council map
6 – Excerpts of COREA
7 – Declaratory Judgment on COREA

February 11, 2019 Post-Hearing Memorandum filed by Timothy M. Kotroco, Esquire on behalf of Set the Captives Free Outreach Center, Inc., Petitioner.

February 11, 2019 Protestants' Closing Brief filed by Dino C. La Fiandra, Esquire.

February 15, 2019 Letter to Board from Dino C. La Fiandra, Esquire withdrawing the argument advanced in Protestants' Closing Brief on page 15 under heading "III. The North American Trade School violates the BCZR." All other portions are reaffirmed by the Protestants.

February 21, 2019	Board convened for Public Deliberation.
March 8, 2019	Opinion and Order issued by the Board wherein the decision of the Administrative Law Judge dated February 21, 2018, approving the Petition for Special Hearing to Amend the Previous Zoning Order and Site Plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; and to confirm a refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center, was APPROVED subject to review of the plan by the Development Review Committee, and further subject to any conditions in the Order of the Administrative Law Judge which remain unsatisfied.
April 16, 2019	Petition for Judicial Review filed in the Circuit Court for Baltimore County by Dino C. La Fiandra, Esquire on behalf of Security Wards, LLC, Howard Brown, The Liberty Road Community Council, Inc., and Shirley and Jeff Supik.
April 22, 2019	Copy of Petition for Judicial Review received from the Circuit Court for Baltimore County by the Board of Appeals.
April 24, 2019	Certificate of Compliance sent to all parties and interested persons.
June 19, 2019	Transcript of testimony filed.
June 19, 2019	Record of Proceedings filed in the Circuit Court for Baltimore County.

Record of Proceedings pursuant to which said Order was entered and upon which said Board acted are hereby forwarded to the Court, together with exhibits entered into evidence before the Board.

Tammy A. Zahner

Tammy A. Zahner, Legal Secretary
Board of Appeals for Baltimore County
The Jefferson Building, Suite 203
105 W. Chesapeake Avenue
Towson, Maryland 21204
(410) 887-3180
appealsboard@baltimorecountymd.gov

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of June, 2019 a copy of the foregoing was mailed first class mail, postage prepaid, or inter-office mail to the following:

Timothy M. Kotroco, Esquire
305 Washington Avenue, Suite 502
Towson, MD 21204

Set the Captives Free Outreach Center, Inc.
7111 Windsor Mill Boulevard
Windsor Mill, MD 21244

Lawrence M. Stahl
Managing Administrative Law Judge
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Carole S. Demilio, Esquire
Office of People's Counsel
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C. Pete Gutwald, Director
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Security Wards, LLC
6901 Security Boulevard, Suite 200
Windsor Mill, MD 21244

Howard Brown
100 Painters Mill Road, Suite 900
Owings Mills, MD 21117

The Liberty Road Community Council, Inc.
3525 N. Rolling Road
Rockdale, MD 21244

Shirley and Jeff Supik
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Towson, MD 21204

Tammy A. Zahner
Tammy A. Zahner

IN THE MATTER OF:

SET THE CAPTIVES FREE OUTREACH CENTER, INC. – LEGAL OWNER
(BLUE OCEAN SEOUL PLAZA, LLC – FORMER OWNER
CASE NUMBER: 18-161-SPH

Hearing Date: June 28, 2018

Pursuant to Notice, the above-entitled hearing was held before the Board of Appeals for Baltimore County at the Jefferson Building, Second Floor, Suite 203, 105 West Chesapeake Avenue, Towson, Maryland 21204.

PANEL PRESIDING:

JASON S. GARBER, CHAIR

JOSEPH L. EVANS, BOARD

DEBORAH C. DOPKIN, BOARD

PRESENT ON BEHALF OF THE PARTIES:

TIMOTHY M. KOTROCO, ESQUIRE
Counsel for Petitioner

J. CARROLL HOLZER, ESQUIRE
Counsel for Protestant

PETER MAX ZIMMERMAN, PEOPLE'S COUNSEL
FOR BALTIMORE COUNTY

Christine R. Leary
3129 Hiss Avenue
Baltimore, Maryland 21234

(ON RECORD - 10:03:24 AM)

CHAIR: Okay. We are here today in the matter of Blue Ocean Seoul Plaza, LLC, case number 18-161-SPH. I know that there is a Motion to Dismiss that's been filed. But also, yesterday we were informed and reminded again today, there is a Motion to Postpone, I believe, and I think it's coming from Mr. Kotroco.

MR. KOTROCO: Yes.

CHAIR: So, let's have counsel introduce themselves for the record first and then we can start untangling this.

MR. KOTROCO: Good morning. Timothy Kotroco, 305 Washington Avenue, Suite 502, Towson, 21204. I'm here on behalf of Blue Ocean Seoul Plaza, LLC.

MR. HOLZER: J. Carroll Holzer, 508 Fairmount Avenue, Towson, Maryland and I'm here on behalf of Mr. and Mrs. Supik and Security Wards, LLC, Howard Brown.

MR. ZIMMERMAN: Peter Max Zimmerman, People's Counsel for Baltimore County, Towson, Maryland.

CHAIR: Okay.

MR. KOTROCO: I have a preliminary matter and it came up Tuesday afternoon. I learned from my client that the property has been sold and it has been sold to a church who has had it under contract for about a year, but the settlements have always fallen through, fallen through. Well, finally, on Tuesday I'm notified that my client no longer owns the

property, it has been sold to the church. I asked for some information on who owns, you know, who's the person at the church, who's the pastor and they gave me a name. And I called him, he's out of town, didn't know about this hearing. He's out of town, he wants to --

CHAIR: Didn't know about the hearing?

MR. KOTROCO: He didn't know about the appeal hearing, the pastor.

CHAIR: Okay. I just figured that may have come up during the course of the sale but, that is, pending litigation.

MR. KOTROCO: Well, it's been, that, that whole transaction has been going on for so long, it's, it's a lot of issues, not necessarily with the zoning part of the case but with building codes, electrical codes, fire codes and so forth (inaudible). So, they've been over meeting with John Bryan and, and the folks in Baltimore County, health, safety and life issues on the building, the elevator, the stairs, the escalator, those types of things. But finally it went through. So, Tuesday afternoon I got a call that it did go through, tried to reach out to the pastor, he was on the road traveling and was not able to be here. And, you know, they're, my client is no longer an owner, they need to be entered into this matter themselves. They have not retained me to represent them yet. I'm going to work on that as soon as he gets back in town and then see if we can get this matter back on track. I called Mr.

Holzer and explained everything to him and he said, well, I won't oppose a postponement request. We can open the case and continue the matter until things settle down with the church. I, frankly, I have to talk to the church to see if they even want to consider to pursue with the matter, pursue the matter or, or dismiss it or maybe sit down with Mr. Holzer's clients and talk to them, we're not sure what might come of it.

CHAIR: And are you going to be counsel then, it sounds like?

MR. KOTROCO: If, if I get retained. I haven't been retained by the church as yet. So, I'll need to meet with them when the pastor gets back in town.

CHAIR: Mr. Holzer?

MR. HOLZER: Yes, I, as you can tell, I was ready to go today but when I, first of all, I'd like to thank Tim for the courtesy of letting me know at about 3:00 in the afternoon yesterday. I called my clients, the Supiks, and I called, and maybe too presumptuously, I called them and asked them not to show up and Howard Brown not to show up and the other witnesses not to show up for the simple reason that I, if it was going to be postponed by agreement, I didn't really want them to take time to come over here, etcetera, and sit there and realize that I could have called them, so.

CHAIR: Yeah, my, when I, like I say, firstly, when I received the call yesterday that this request would be made, I

didn't quite grasp the fact that with the change in ownership, that you were also no longer going to be representing or continuing the, in your stead as attorney for a successor. I was under the impression that a new plan was going to be submitted perhaps at some point. With that in mind, the understanding, my understanding at that, you know, with that background, was that perhaps we could resolve the Motion to Dismiss today but it sounds like that would be improvident to do at this time.

MR. KOTROCO: Yeah. It's not a pre-trial Motion. It's just something that was put on the record to preserve the argument of standing. I read a Circuit Court decision from the Circuit Court in Baltimore County where it stated in the Valleys Planning case, versus St. Paul's, that if you don't raise standing at the Board of Appeals, you could waive your right to argue it at the, at the Circuit Court. That was overturned, but, but, --

CHAIR: Yeah.

MR. KOTROCO: -- it was still a decision that scared me and I said, well, I better get something in the file to preserve my interest and that's why that was filed. It, it's not a pre-trial Motion that needs to be ruled on. It can be ruled on at the conclusion of the case.

CHAIR: You have --

MR. HOLZER: I'm going to win it anyway.

MR. KOTROCO: Maybe here, maybe not on appeal.

MR. ZIMMERMAN: (inaudible).

CHAIR: I, I read, I read in your letter, if that's commenting on all the standing issue, well, interested parties versus standing issue and what not. We don't have to worry about that here today.

MR. ZIMMERMAN: Just a few comments. First of all, I have to say, whoever is with either Blue Ocean or this church, they knew that they were going to have a settlement, apparently, of this property, right? Which apparently happened yesterday or the day before --

MR. KOTROCO: To my, it was started Monday and concluded Tuesday.

MR. ZIMMERMAN: Yeah.

MR. KOTROCO: It was two days.

MR. ZIMMERMAN: So, these things don't happen overnight, right? They knew that there was going to be a settlement.

CHAIR: Well, plus you would figure that the disposition of the property and what can happen with the property might be relevant information for the purpose of a sale and pending litigation would be part of it, but your point is made.

MR. ZIMMERMAN: They should have told Mr. Kotroco or somebody should have advised the Board weeks ago, okay? Just

want to say that.

BOARD: Well, that would be like fifty lashes with a wet noodle. I mean, so what? I mean, --

MR. ZIMMERMAN: Well, they should have post, they should have said, hey, we're, we're going to settle on this property, it changes the case, let's get a postponement so we wouldn't all have to be in here today. Not that I don't love seeing everybody, it's great to see everybody.

CHAIR: And let's face it, you and I would have probably run into each other at Jake's Deli, you know, as we do several times a week.

MR. ZIMMERMAN: So, I'm just saying. You know, we had that happen in the, in that, another case, --

BOARD: It doesn't sound like Mr. Kotroco was the real estate lawyer for the closing, either for the purchaser or the seller. And these things fall out of bed very easily.

BOARD: Right, right.

BOARD: So, I, I, you know, cut him a little slack.

MR. ZIMMERMAN: I didn't blame Mr. Kotroco.

BOARD: Right, right, right.

MR. ZIMMERMAN: I said the clients. They're not, you know, they're supp, they know, they're supposed to know the hearing is coming up and this changes the case. Right now you've got a Blue Ocean, which I don't know, it's a market or something, what do they sell?

MR. KOTROCO: They're just real estate investors.

MR. ZIMMERMAN: But I mean, but there's some, some use of the property, right?

MR. KOTROCO: Yes.

MR. ZIMMERMAN: And so, that use is probably arguably going to change.

MR. KOTROCO: Yes.

MR. ZIMMERMAN: The whole case changes --

CHAIR: Well, that's a subject for another day that we can't, --

MR. ZIMMERMAN: Yeah.

CHAIR: -- unfortunately, resolve here today.

MR. HOLZER: Right.

MR. ZIMMERMAN: But as far as the standing, since Mr. Kotroco comment on what, what he was doing, I'll just make a comment and there's less than zero basis for it. But as far as the postponement goes, I'll conclude on a friendly note.

MR. KOTROCO: I'll take that.

MR. ZIMMERMAN: If I can, if I can further the metaphor we used in the previous Security Square case. I give the postponement a favorable dilly dilly.

CHAIR: Yes, fair enough, fair enough. So, yes, I mean, Mr. Zimmer, Mr. Zimmerman's points are well made but it's certainly, we're not saying that you, of course, were the reason for the lack of communication on that point. I'm sure

that you, as you said, tried to contact everyone upon learning of it, because otherwise, I'm sure you have other things that you could be doing today as well.

MR. KOTROCO: Yep.

CHAIR: So, with all that in mind, I, I do think that they're, we cannot proceed today, Mr. Evans, Ms. Dopkin.

BOARD: Agree.

CHAIR: Everyone agrees? So, we cannot proceed here today, it will have to be rescheduled. I don't know what the plan to come, if any, change there will be.

MR. HOLZER: I, I told Mr. Kotroco that if he is to represent the church, which I encouraged him to do, obviously, since he knows --

BOARD: I'm not sure it's up to him, but.

MR. HOLZER: -- he knows about, it's not up to him but he knows about the case and so forth. So, I'd be glad to have him let me know so that we can coordinate any, any future, either a new file or if he wants, if they want to come back and go through this issue, we can do that.

CHAIR: When you say this issue, you're referring to the --

MR. HOLZER: The, the subdivision of the, of the property. I mean, I, I don't know. I was thinking last night after he contacted me, they sold the whole parcel.

CHAIR: Right.

MR. HOLZER: So, the question is, do they want to use the parcel as a full entity? Does the church want to use it or would they like to continue with this case and try to divide all, another lot or, you know, segment, the situation, so that they could, if I was representing them, I would say, go for the subdivision because then you could get rental property that will help pay for the mortgage on this. But since I don't represent them and I fight --

BOARD: You want to join (inaudible).

MR. HOLZER: Well, since I fight all these things, I guess I shouldn't be thinking that way. But nevertheless, I'm envisioning all these things late at night, you know, so.

CHAIR: And, I, I don't know what, if any, changes there may be.

MR. HOLZER: Yeah.

CHAIR: Down the line in the future.

MR. HOLZER: Right.

CHAIR: Which may decide, or you know, change the course of things or whatever the case may be.

MR. HOLZER: Yep, it's not for today.

CHAIR: But rather than sit here and speculate as to all those potential permutations, why don't we just adjourn for the day, with the postponement granted and see where, you know, which adventure we choose.

MR. HOLZER: We had full confidence in the Board's

wisdom so none of us brought any of our witnesses.

CHAIR: Yes.

MR. KOTROCO: But we did have our fingers crossed.

MR. HOLZER: Yes.

CHAIR: And again, the only thought I had yesterday was, well, if we can get rid of the Motion to Dismiss, then that would make sense. But we can't even proceed today (inaudible) hearing, so it doesn't much matter.

MR. KOTROCO: He's confident he's going to win it anyway.

CHAIR: Yes, fair enough. Thank you, all.

MR. HOLZER: Thank you very much.

MR. KOTROCO: Thank you.

MR. HOLZER: Appreciate it.

CHAIR: We are closed for the day.

MR. HOLZER: Really do.

CHAIR: On this record, that is.

(OFF THE RECORD - 10:13:57 AM)

CERTIFICATE OF TRANSCRIBER

I hereby certify that the hearing in the matter of Set the Captives Free Outreach Center, Inc., case numbers 18-161-SPH, heard before the Board of Appeals of Baltimore County, June 28, 2018 were recorded by means of audiotape.

I further certify that, to the best of my knowledge and belief, page numbers 1 through 11 constitute a complete and accurate transcript of the proceedings as transcribed by me.

I further certify that I am neither a relative to nor an employee of any attorney or party herein, and that I have no interest in the outcome of this case.

In witness thereof, I have affixed my signature this 11th day of May, 2019.

Christine R. Leary

Christine R. Leary

Transcriber

RECEIVED
JUN 17 2019
BALTIMORE COUNTY
BOARD OF APPEALS

IN THE MATTER OF:

SET THE CAPTIVES FREE OUTREACH CENTER, INC. – LEGAL OWNER
(BLUE OCEAN SEOUL PLAZA, LLC – FORMER OWNER
CASE NUMBER: 18-161-SPH

Hearing Date: January 8, 2019

Pursuant to Notice, the above-entitled hearing was held before the Board of Appeals for Baltimore County at the Jefferson Building, Second Floor, Suite 203, 105 West Chesapeake Avenue, Towson, Maryland 21204.

PANEL PRESIDING:

JASON S. GARBER, CHAIR

JOSEPH L. EVANS, BOARD

DEBORAH C. DOPKIN, BOARD

PRESENT ON BEHALF OF THE PARTIES:

TIMOTHY M. KOTROCO, ESQUIRE
Counsel for Petitioner

DINO LA FIANDRA, ESQUIRE
Counsel for Protestant

Christine R. Leary
3129 Hiss Avenue
Baltimore, Maryland 21234

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(ON RECORD - 10:07:46 AM)

CHAIR: All right. Good morning, everyone.

VOICE: Morning.

CHAIR: We are here today on the Blue Ocean Seoul Plaza, LLC matter, address 6901 Security Boulevard, case 18-161-SPH. Will counsel for the parties please introduce yourselves for the record?

MR. KOTROCO: Good morning, members of the Board. Timothy Kotroco, 305 Washington Avenue, here in Towson, 21204. I'm here on behalf of the Applicant, the new owner now, Set the Captives Free Outreach Center, Incorporated.

CHAIR: I'm sorry, can you say that again?

MR. KOTROCO: Set the Captives Free.

CHAIR: Set the Captives Free.

MR. KOTROCO: Set the Captives Free Outreach Center, Incorporated.

CHAIR: (inaudible).

MR. KOTROCO: I guess maybe to make matters a little easier, I, I did prepare an Amended Petition --

CHAIR: Yes.

MR. KOTROCO: Just, it has the new name of the new owner of the property on it so that you have it for your file. And it is Set the Captives Free Outreach Center. And then, on the Petition itself, I, I (inaudible) don't want to get in front of him, I have a, an amendment to the actual Petition

(inaudible).

CHAIR: We'll get to that in one second. We'll still wait for introduction.

MR. KOTROCO: Yes, sorry, Mr. La Fiandra.

MR. LA FIANDRA: Good morning, Dino La Fiandra, Law Office of Dino C. La Fiandra, 100 West Pennsylvania Avenue, Suite 305.

CHAIR: And I note that you sent in a notice with your individual, individuals that you represent.

MR. LA FIANDRA: Yes, Shirley Supik, Jack Supik, The Liberty Road Community Council Incorporated, Security Wards, LLC and Howard Brown.

CHAIR: Okay and the formal title is The Liberty Road Community Council?

MR. LA FIANDRA: Yes.

CHAIR: Okay. Mr. Kotroco?

MR. KOTROCO: Yes?

CHAIR: You said that you had an amendment to your Petition?

MR. KOTROCO: I do. On the second page of the document I just gave you, there was a type, typographical error on the paragraph number one. Previous submission had 1998-0200, you see the redline change. The case number is actually 1988-0200, so we're making that correction to that case law. And then the number three, the previous request, that needs to

be stricken. We're not going to be proceeding on request number three.

CHAIR: Very well.

MR. LA FIANDRA: I have a number, two preliminary matters, if I may?

CHAIR: Okay.

MR. LA FIANDRA: If the Board hasn't decided Mr. Kotroco's Motion to Dismiss, I'd like to have an opportunity to be heard on that.

CHAIR: I seem to recall we remanded everything or, excuse me, postponed everything, not remanded, postponed everything pending the transfer of ownership and reappointment of counsel.

MR. KOTROCO: Correct.

CHAIR: Was that your recollection?

MR. KOTROCO: Yes.

CHAIR: So, now Mr. Holzer was here the last time around, so that has not been ruled on from my recollection. Board members, anyone, is that your recollection too? We didn't rule on the standing issue?

BOARD: No, we did not rule on the standing issue.

CHAIR: And wasn't Mr., right, and wasn't Mr. Zimmerman or Ms. Demilio here?

MR. KOTROCO: They were last time, they're not coming today.

CHAIR: They are not coming?

MR. KOTROCO: Yeah. And I, but I thought that we were going to just hold that Motion to the end of the case, is what we said?

CHAIR: They're, --

BOARD: Yeah, that's what I thought.

MR. KOTROCO: From last time.

CHAIR: That's fine.

MR. LA FIANDRA: The end of the case, so we're going to hear the whole case and then --

MR. KOTROCO: Well, the point of making the Motion, if we recall from the argument from the last time we were here with Mr. Holzer, was simply to make the objection for the record, that there's some Circuit Court Judges that have ruled that if you don't make the objection of standing here in this administrative body, you waive your right when you go up on appeal.

CHAIR: Right, and I should mention that, obviously, the concept of administrative standing is much, much broader than what you would find in Circuit or District Court. In any event, here it's interested party so I understand what Mr. Kotroco is trying to do and with that background in mind, I think that that kind of indicates to you why this may proceed in that manner, as opposed to --

MR. LA FIANDRA: That's fine.

CHAIR: -- the standing matter being heard first.

MR. LA FIANDRA: Sure.

MR. KOTROCO: That's correct. I didn't want to try to even you, I just wanted to note it for the record.

CHAIR: Understood.

MR. KOTROCO: So, that I'm protected if there's an appeal filed.

CHAIR: Right. And I do believe we discussed what I just said --

MR. KOTROCO: Yes.

CHAIR: -- very briefly --

MR. KOTROCO: Yes.

CHAIR: -- the last time around but, yes, the concept of interested party in the administrative hearing is, obviously, much broader than what you would find for standing in civil cour, or Circuit Court or District Court, so.

MR. LA FIANDRA: And the, the Board will address that Motion in the ruling, whatever, whenever that is?

CHAIR: Yes.

MR. LA FIANDRA: Okay.

CHAIR: In deliberation.

MR. KOTROCO: Okay, that's fine.

MR. LA FIANDRA: Thank you. I've just been handed an Amended Petition --

CHAIR: Yes.

MR. LA FIANDRA: -- for zoning relief. In light of the fact that it's a different legal owner, who, I, I suspect somebody from the church is here today. I'm not sure if anybody was here at the, the Administrative Law Judge level. I'd, I'd move to remand the case to the Administrative Law Judge for a hearing on the basis of the Adminis, the Amended Petition and the new owner.

CHAIR: Well, as in, before, well, let me give Mr. Kotroco a chance to respond before I speak.

MR. KOTROCO: I would just think that, well, certainly the length of time that this has been dragging on for, owners change and that happens in cases all the time. I think it's appropriate to substitute the new owner for the previous owner when there's an ownership. I don't think you have to not be able to change ownership in a piece of property while the thing, would that mean if it goes on appeal to the Circuit Court, to the Court of Special Appeals, that it would always be remanded if the ownership of the property ever changed. I mean, developers change ownerships all the time, so I think it's --

CHAIR: In here, I would, I would, and correct me if I'm wrong, Mr. Kotroco, but there is no new relief being sought.

MR. KOTROCO: Correct.

CHAIR: As a result of the amendment, so it, and this

already had been in front of the ALJ on the relief that is presently sought and had been appealed, correct?

MR. KOTROCO: Yes.

CHAIR: Is that your understanding?

MR. KOTROCO: Yes.

CHAIR: So, with the fact that there's no new relief and also the last time we were here, it was postponed for the sole purpose of the new ownership and to make sure that counsel would be reappointed before anything further went on.

MR. LA FIANDRA: Sure, I understand that. However, I think that there's a due process issue. That you have a new owner who will be bound to whatever relief may or may not be granted by this case.

CHAIR: Um hm.

MR. LA FIANDRA: That person or entity has not participated through the entire administrative process and we, as Protestants, and they, as the applicant, have a right to be heard by the Administrative Law Judge before coming here.

CHAIR: Well, I would say that in that instance, it would be up to Mr. Kotroco to make that argument because the right would inure to the benefit of the Petitioner in that case. That is, they would have the, if they sought, the opportunity to move for that relief because this particular owner had not had that opportunity, however, your clients have had that opportunity, which brings you here today, in any

event.

MR. LA FIANDRA: Yes.

CHAIR: And again, with, with the, and I do agree with Mr. Kotroco that the change in ownership by itself may, is not dispositive as to where this case needs to be starting today in the absence of any change in relief sought.

MR. LA FIANDRA: Sure. And I understand that, I see where the Court, the Board is going, but for the record, I would just like to say that the, to the extent that the new owners has not testified and we haven't had an opportunity to cross examine them at the Administrative Law Judge level, my position is, our position is, that we have the right to do that and the case should be remanded.

CHAIR: Okay. I understand that, but given the fact that it's still the same relief being sought--

MR. LA FIANDRA: That's fine.

CHAIR: -- I think we can proceed safely today. I would be certainly more sympathetic, again, if there was different relief sought and in cases in the past, where there's been a significant change in the relief sought here, versus what was done in the ALJ level, we have actually remanded. Here, in the absence of, well, what appears to be complete absence of it, other than the removal of one of the items sought in the Petition, which again, helps your client in any event, I believe we can safely proceed today, even in the

absence of having the first trial at the ALJ level.

MR. LA FIANDRA: Okay.

MR. KOTROCO: Thank you.

MR. LA FIANDRA: Thank you.

MR. KOTROCO: I just have one, are you finished?

MR. LA FIANDRA: Yes.

MR. KOTROCO: Okay. Yeah, I just have one other matter and this is, kind of speaks for itself but I just wanted the Board to take note and the record to reflect that the notice of appeal that was filed, was filed only by Jeff and Shirley Supik, in their individual capacity only. I know this is probably already in the file, but I wanted to submit it and actually make it an exhibit in the case.

CHAIR: I seem to recall the last time we were here, Howard Brown was an Appellant.

MR. KOTROCO: No, he was, Mr. Holzer entered his appearance on behalf of him as a witness or party or whatever. The, the appeal that was filed was actually filed by Mr. Holzer on behalf of Jeff and Shirley Supik, as individuals.

CHAIR: Yes, okay.

MR. KOTROCO: Yeah.

CHAIR: Any response?

MR. LA FIANDRA: I mean, I'm, I think we indicated that we're not going to argue the Motion but if, if we were to, I would have a response to that.

CHAIR: And interested parties can participate so, I think we can safely move on from there to.

MR. LA FIANDRA: I do.

MR. KOTROCO: That's all I have.

CHAIR: Okay. So, is there anything else preliminarily that we need to discuss?

MR. KOTROCO: No.

CHAIR: All right. Mr. Kotroco, do you want to walk us, the Board here through like a snapshot of what your case is going to be?

MR. KOTROCO: Sure, be happy to, thank you. We're at the Security Square Mall. Security Square Mall has been around for almost fifty years and it has a number of different owners over there at the Security Square Mall. Sears, still hanging in there, even though it's in bankruptcy and hanging on by its last thread. But they, they are still there. Macy's is still there. The center part of the mall is still there. Security Wards, which was the old Hutzler's building, I think it was the Hutzler's, is still there. And this building here, which was a former JC Penney is, is still there. So, the property we're here on is 11.99 acre parcel of property owned by now Set the Captives Free Outreach Center, which is a regional church in Woodlawn, you'll hear a little bit about that. They have bought this property from the former owner, my former client,--

CHAIR: If I can interrupt just real quick, because

you have two properties that are outlined, one in blue, one in green and you're saying this property, are you distinguishing between them or is, is the outline, green outline what you're referring to.

MR. KOTROCO: The green outline. I'll always try to, put color on them to make it a little easier to read, especially when you're sitting far away, but the green --

CHAIR: And I do appreciate that.

MR. KOTROCO: -- the green outline of the property is an 11.99 acre piece that is owned by Set the Captives Free now.

CHAIR: Yes.

MR. KOTROCO: We're hoping today to be able to draw a line of subdivision around, in blue, shown in blue on this exhibit on the board, which we'll introduce in a moment, in our case, the blue line is drawn around an existing Geico Auto Service building, which used to be the JCPenney Tire, Battery & Auto. When, when JCPenney was here, they had a little automotive business out on the parking lot. What's funny about these malls, and it may have come up in other cases, is they're not always owned by one entity, they're owned by individual entities. When they made deals with Macy's and Sach's Fifth Avenue and these, Lord & Taylor, they would own their own sites and that's what you have at the Security Square Mall. You have separate ownership out there and we have a very large piece, 11.99 acres. The old JCPenney has been taken over by Set the

Captives Free Regional Church and they're going to turn it into their church. And they're already --

CHAIR: But that's not a subject for today though.

MR. KOTROCO: No, none of that matters. I mean, that's just to tell you that's who is in the building now.

CHAIR: No, I understand that. But just so it's clear to Protestants, the way the Board understands it, whatever is going to go on, whatever plans may be for the former JCPenney store itself, whether it to be converted to a building for religious worship or not, that is not a matter that is in front of this Board today. This matter solely concerns the parcel that's outlined in blue and it's to, a request for an automobile service garage.

MR. KOTROCO: We're not even requesting that. This is, we are just requesting to be able to do a subdivision of, of the 11.99 --

CHAIR: Right.

MR. KOTROCO: -- acres and create a 2.04 acre parcel, lot, around the auto service business. That's already been there, it's permitted as a right.

CHAIR: Right.

MR. KOTROCO: And the remaining nine acres, 9.95 acres will stay with the church.

CHAIR: Right.

MR. KOTROCO: The only reason we brought the church

up is we, we are going to show you that we meet all of our parking requirements.

CHAIR: Right. And I just want to make it clear for the record that that is not a subject matter for today's proceeding, that's all.

MR. KOTROCO: Okay. So, we have one witness, Mr. Matz, who prepared all of this for you, and he's got a number of exhibits he's going to give you about our request. We went to the Administrative Law Judge, he approved it. It started at the Zoning Office and the Zoning Office said you need a special hearing. We went in for a special hearing, it got approved and we're here on appeal. And that's really, it's a very basic and simple case. And that's pretty much what it is.

CHAIR: All right. Do you wish to comment now?

MR. LA FIANDRA: May I, may I reserve the opening of my case, until --

CHAIR: Absolutely.

MR. LA FIANDRA: Thank you.

CHAIR: So, you anticipate one witness?

MR. KOTROCO: One witness.

CHAIR: Okay and if I can ask Mr. La Fiandra, do you, how many witnesses do you anticipate today?

MR. LA FIANDRA: Well, I'm going to have one expert witness and two members of the community.

CHAIR: Okay and so, therefore, it sounds like to me

that this is something we can wrap up today?

MR. KOTROCO: Oh, yeah.

MR. LA FIANDRA: I would, I would hope so, yes.

CHAIR: Okay, great.

MR. KOTROCO: Yeah.

MR. LA FIANDRA: Certainly, Mr. Kotroco and I --

CHAIR: We want to know that for timing.

MR. LA FIANDRA: -- Mr. Kotroco and I were talking about perhaps wrapping it up before lunch, so.

MR. KOTROCO: Yes.

CHAIR: I like your optimism.

MR. KOTROCO: Okay.

CHAIR: All right. Let's get this started then.

MR. KOTROCO: I'll call Dick Matz.

BOARD: Mr. Matz, do you swear and affirm under the penalties of perjury, that the testimony you are about to give is true and correct to the best of your knowledge and belief?

MR. MATZ: I do.

BOARD: And would you state your name and address for the record, spelling your last name?

MR. MATZ: Richard E. Matz, M-A-T-Z, 2835 Smith Avenue, Suite G, Baltimore, Maryland 21209, Colbert Matz Rosenfelt, we're a civil engineering firm.

BOARD: Thank you.

CHAIR: And what is your position at Colbert Matz?

MR. MATZ: I am a vice president and principal.

CHAIR: Thank you.

MR. KOTROCO: What are your duties at Colbert Matz and Rosenfelt?

MR. MATZ: My duties include supervising surveying engineering, land planning, zoning, receivables, payables, all the things that someone that runs an office in an engineering field does.

MR. KOTROCO: How long have you been there?

MR. MATZ: Since 1985.

MR. KOTROCO: How long have you been in the engineering business, civil engineering business?

MR. MATZ: Well, I hate to, over fifty years.

MR. KOTROCO: Fifty years.

MR. MATZ: Started when I was thirteen and I'm sixty-seven, so.

MR. KOTROCO: Okay. How much longer are you going to stay in the business?

MR. MATZ: That's a good question.

MR. KOTROCO: How about your educational background, Mr. Matz?

MR. MATZ: I have a Bachelor's in Civil Engineering from University of Colorado.

MR. KOTROCO: You brought a c.v. with you today?

MR. MATZ: Yes.

MR. KOTROCO: Is that right? (inaudible). Is this your c.v.?

MR. MATZ: Yes.

MR. KOTROCO: I'd like to have that marked as our first exhibit.

CHAIR: Well, do you want the Amended Petition to be your first exhibit?

MR. KOTROCO: Yes, yes, thank you.

CHAIR: And then this will be, the c.v. will be the second exhibit. That seems to make the most sense.

MR. MATZ: (inaudible).

CHAIR: Well, that's already part of the, the file.

MR. KOTROCO: Okay, that's, that's fine.

CHAIR: I mean, because that's already an event that's already happened.

MR. KOTROCO: That's fine.

CHAIR: That's what prompts us here today, in fact.

MR. KOTROCO: Yes. That's fine.

CHAIR: So, therefore, we'll make, just to be clear, the Amended Petition will be Exhibit 1.

MR. KOTROCO: Right.

CHAIR: And then the c.v. will be Exhibit 2.

MR. KOTROCO: Okay, thank you.

MR. LA FIANDRA: Mr. Chairman, I have no objection to Mr. Matz.

MR. KOTROCO: Thank you.

MR. LA FIANDRA: I also have no objection, if Mr. Kotroco wants to continue to establish his credentials.

MR. KOTROCO: I don't think it's necessary. Fifty years around in this business, he's testified as an expert, we'd be offering him as an expert in the area of the Baltimore County zoning regulations and development regulations.

CHAIR: Baltimore County zoning and development regulations.

MR. KOTROCO: Correct.

MR. MATZ: I have been accepted --

CHAIR: One second, sir.

MR. KOTROCO: That's all right, Mr. Matz. I think it's going to be okay. And I don't have (inaudible).

CHAIR: So, I imagine civil engineering, Baltimore County zoning and development regulations, right?

MR. KOTROCO: Yes.

CHAIR: Okay and Mr. La Fiandra?

MR. LA FIANDRA: No objection.

CHAIR: Thank you. Okay. So, he will, Mr. Matz will be received as an expert in civil engineering and Baltimore County zoning and developer regulations, Exhibits 1 and 2 will be admitted. Mr. Kotroco, do you have another copy of the Amended Petition?

MR. KOTROCO: I do.

CHAIR: Since we're making it an exhibit.

MR. KOTROCO: Sure, here you go.

CHAIR: Thank you. Just give us one second here.

MR. KOTROCO: Sure. Can I see the one I just gave you, make sure it's --

CHAIR: Sure. All right.

MR. KOTROCO: All right, thank you.

CHAIR: Thank you.

MR. KOTROCO: Mr. Matz, we discussed already, there's been an ownership change since the last time we were here, is that correct?

MR. MATZ: Yes.

MR. KOTROCO: And who was the previous owner of the property?

MR. MATZ: Blue Ocean Seoul Plaza, LLC.

MR. KOTROCO: Okay and do you know who the current owner is of the property?

MR. MATZ: Yes, Set the Captives Free, Inc.

MR. KOTROCO: Well, you left off two letters.

MR. MATZ: Okay.

MR. KOTROCO: But I'll give you a copy of the SD, SDAT.

MR. MATZ: Set the Captives Free Outreach Center, Inc.

MR. KOTROCO: Okay. Well, let me hand you the

printout from the Maryland Department of Assessments and Taxation. Are you familiar with that?

MR. MATZ: Yes.

MR. KOTROCO: Okay. I'd like to mark that as our next exhibit.

CHAIR: Do you have a--

MR. KOTROCO: Can I borrow one?

CHAIR: You, and that's fine. So, labeling as Exhibit 3, Petitioner's Exhibit 3, that is, the SDAT printout, SDAT printout of the new owner entity.

MR. KOTROCO: Thank you. Mr. Matz, if you know, what is Set the Captives Free Outreach Center? Are you familiar with that?

MR. MATZ: Yes, it's a regional church.

MR. KOTROCO: And where are they located?

MR. MATZ: In, in the same area as the mall.

MR. KOTROCO: Okay.

MR. MATZ: And they've actually moved into the mall partly.

BOARD: Mr. Matz, could you speak into the microphone (inaudible).

MR. MATZ: Yes, sorry about that.

BOARD: Thank you.

MR. KOTROCO: You were saying they, they had moved into the mall?

MR. MATZ: Yes, they actually have, at least one office now in the mall.

MR. KOTROCO: All right. If you would refer to that exhibit I gave you, how is the current owner, Set the Captives Free Outreach Center, how is it registered with the Maryland Department of Assessment and Taxation?

MR. MATZ: It's registered under business code as a religious establishment.

MR. KOTROCO: Okay and the resident agent that you see on there?

MR. MATZ: Karen S. Bethea.

MR. KOTROCO: Okay and are you aware, Dr. Bethea, does she represent another position at the church?

MR. MATZ: Yes, she's also a pastor there and she speaks quite elegantly.

MR. KOTROCO: Okay. Did you hear her speak recently?

MR. MATZ: I've heard her speak, I have never been to the church, but I heard her at the inauguration.

MR. KOTROCO: She gave the prayer at the inauguration?

MR. MATZ: Yeah.

MR. KOTROCO: Okay.

MR. MATZ: Of Johnny O for County Executive.

MR. KOTROCO: Oh, okay. Well, let me ask you then, since you mentioned Dr. Bethea, let me give you the next

exhibit. Can you tell us what that is? Just putting a face to a name, I guess.

CHAIR: Before we move on, are you moving in --

MR. KOTROCO: Oh, I would move the SDAT, I'm sorry, move the SDAT --

CHAIR: Mr. La Fiandra?

MR. LA FIANDRA: No objection.

CHAIR: Okay. Exhibit 3 is admitted. We're now on Petitioner's Exhibit 4.

MR. KOTROCO: Mr. Matz, what do you have there?

MR. MATZ: Yes, this is from their website, it says Set the Captives Free Outreach Center, has a picture of apostle Dr. Karen Bethea and that's what it is.

MR. KOTROCO: Okay and she's one of the leaders of the church?

MR. MATZ: She's one of the leaders of the church.

MR. KOTROCO: Okay. I move that printout from their website into, into evidence. Mr. Matz, there's also --

CHAIR: One second.

MR. KOTROCO: Oh, I'm sorry.

CHAIR: Mr. La Fiandra?

MR. LA FIANDRA: Oh, no objection, thank you.

CHAIR: Thank you. So admitted.

MR. KOTROCO: We can't leave out the other pastor because it wouldn't be right, I guess, so could you tell us

what you have there, Mr. Matz?

MR. MATZ: This is our pastors, which shows apostle Dr. Karen Bethea, Pastor and Linwood E. Bethea, I'm assuming they're married, also the pastor, so those are the two main pastors of the church.

MR. KOTROCO: Okay. Thank you, Mr. Matz, I just wanted, oh, I'd move that print out into evidence.

CHAIR: Mr. La Fiandra?

MR. LA FIANDRA: No objection.

CHAIR: So admitted.

MR. KOTROCO: Mr. Matz, you have prepared a, a site plan for this hearing today?

MR. MATZ: Yes.

MR. KOTROCO: And I see two site plans on the board. Did you, did you prepare, well, let me ask you, are they identical, except for the color rendering?

MR. MATZ: Except for the coloring, yes.

MR. KOTROCO: Okay and were those plans prepared by your office?

MR. MATZ: Yes.

MR. KOTROCO: And does the plans contain your professional seal?

MR. MATZ: Yes.

MR. KOTROCO: Have there been any modifications to the improvements on the property since you prepared these site

plans?

MR. MATZ: No, nothing has changed physically on the property since we started the project.

MR. KOTROCO: The buildings have all remained the same, is that right?

MR. MATZ: Yes.

MR. KOTROCO: But now that you mentioned the church is moving in, some of the tenant mix has changed, is that right?

MR. MATZ: Most of the tenants are now gone.

MR. KOTROCO: Okay.

MR. MATZ: And the entire, except for the two tenants and actually three tenants that are still there, all the other space is being renovated for various purposes.

CHAIR: Mr. Kotroco, are you going to label that as an exhibit, I think, --

MR. KOTROCO: Yeah, if I could.

CHAIR: -- it would probably be best to do so.

MR. KOTROCO: Are we up to --

CHAIR: Six.

MR. KOTROCO: 6-A and B, is that okay?

CHAIR: That's fine. Petitioner's 6-A will be --

MR. KOTROCO: The uncolored version of the site plan.

CHAIR: Okay and then Exhibit 6-B will be the one with your green and blue markings and yellow highlighter?

MR. KOTROCO: Correct. Now, I see that these stickers are a little bit difficult to peal off of here at times, Mr. Evans.

BOARD: It's a way to, trick (inaudible).

MR. KOTROCO: Thank you. Mr. Matz, why don't you approach, well, if you keep your voice up so that Ms. Dopkin can hear you and I'll try to move that microphone over. If you would, if you can do it from the chair, fine. If not, you can go up to the board, but why don't you go over the colored version of the plan and tell us what those lines, the blue and the green represent on that.

MR. MATZ: Yes, so, the green line is basically, it is the lot line that's shown on the existing record plat of the, of the mall. Various plats were recorded over the years and this is the latest, the latest plat shows the green area as parcel B, lot one of Security Square Mall and --

MR. KOTROCO: That was an original lot, wasn't it?

CHAIR: One second, --

MR. KOTROCO: I'm sorry.

CHAIR: -- one second, Ms. Dopkin?

BOARD: Do you have a plat reference?

MR. MATZ: Yes, we have the plat. Mine as well introduce the plat.

MR. KOTROCO: You, let's introduce it. Okay, Mr. Matz. You jumped ahead of me a little bit, I was going to put

it in.

MR. MATZ: Oh, I'm sorry.

MR. KOTROCO: But we'll put it in now.

CHAIR: So, let's take it back a step then. Mr., I assume you're going to move in 6-A and 6-B. Mr. La Fiandra, do you have a position?

MR. LA FIANDRA: No objection.

CHAIR: No objection. So, 6-A ad 6-B will be admitted. This is Exhibit 7.

MR. KOTROCO: This is seven.

BOARD: Thank you.

BOARD: And this will be labeled?

CHAIR: What are we labeling this?

MR. MATZ: Revised plat one, Security Square Shopping Center.

CHAIR: Do you have a copy, sir?

MR. LA FIANDRA: I don't.

MR. MATZ: EHK,Jr. 44/105.

CHAIR: Sorry.

MR. MATZ: EHK,Jr. Folio 105.

CHAIR: Thank you.

MR. MATZ: I'm sorry, 44, folio 105.

BOARD: I'm sorry?

MR. MATZ: EHK,Jr. 44, folio 105. Which is the title of the, or the recording reference of the plat.

BOARD: Okay.

BOARD: Can you read the date? Because I certainly can't.

MR. MATZ: Not exactly sure what the date is, but it's about, it's a 1979.

CHAIR: I see a date referenced underneath the title of that revised plat one, Security Square Shopping Center that states Baltimore County, Maryland, March 6th, 1979.

MR. MATZ: Yes. That's the date that the plat was actually prepared. The date it was recorded looks like it's June, I can't make out the date.

CHAIR: Twenty-third, '79?

MR. MATZ: Something like that, yes.

CHAIR: And that would be the lower left corner. Mr. La Fiandra, you following?

MR. MATZ: Lower left corner.

CHAIR: So, if you go lower left corner, the date of June 23rd --

MR. LA FIANDRA: Yes, I see that.

CHAIR: -- underneath where it says approved by the Planning Board.

MR. MATZ: June, yes.

MR. LA FIANDRA: Yes, I see it.

MR. MATZ: Yes, looks like June 27th, 1979.

MR. LA FIANDRA: Well, --

CHAIR: Let's all get on the same page before we go any further.

MR. LA FIANDRA: Pardon me, I, I think --

CHAIR: Yes.

MR. LA FIANDRA: -- I'm looking at the correct one and mine says June 22nd, is that what you said?

CHAIR: Okay, I thought it said 23rd, it could say 22nd. So, I recognize that that number that one digit is not a hundred percent clear, so if it says the 22nd, but why don't we, in an abundance of caution, Mr. Kotroco, since, where, where's the actual exhibit? In Mr. Evans' hand?

MR. KOTROCO: Yes.

CHAIR: Why don't we take the one from Mr. Evans' hand for the moment and show it to Mr. La Fiandra to make sure that he's satisfied that he has the same copy as the formal exhibit.

MR. KOTROCO: Yes. I would represent it is the same.

MR. LA FIANDRA: I'm sure it is.

CHAIR: Okay.

MR. LA FIANDRA: It's the same one that I have.

CHAIR: Okay. So, for the record, it could very well be June 22nd, Mr. Evans and Mr. La Fiandra believe it's the 22nd. So, any reference to June 23rd or June 22nd we're still referring to the same document, which is Petitioner's Exhibit 7.

MR. LA FIANDRA: No objection.

CHAIR: Thank you.

MR. KOTROCO: So, that would be, is that eight or?

CHAIR: That was seven.

MR. KOTROCO: Seven, got it.

CHAIR: So, that's admitted.

MR. KOTROCO: Okay.

CHAIR: Sorry, Mr. Matz.

MR. MATZ: No problem.

MR. KOTROCO: We were going to put that in later, Mr. Matz, but what, could you tell us, this was from 1979, so almost forty years ago.us, this was from 1979, so almost forty years ago.

MR. MATZ: Yes.

MR. KOTROCO: Is the lot the same as it was forty years ago as depicted on today's record plat or (inaudible) site plan?

MR. MATZ: Yes, this is the latest shape of that particular part of the mall property.

MR. KOTROCO: So, the lot hasn't changed in fifty years, I guess is my question.

MR. MATZ: I don't know fifty years, but forty years.

MR. KOTROCO: I'm sorry, forty. You said fifty, you've been around fifty, this has been around forty, you're right, I gotcha, okay? Right, okay. That was the only purpose for really putting in the record plat so I'm going to take this

down. So, Mr. Matz, getting back to the color renderings on that site plan that you prepared, you've identified the green outline as what again?

MR. MATZ: That's the platted lot, which is about twelve acres.

MR. KOTROCO: Okay.

MR. MATZ: It's on the plat we just referenced.

MR. KOTROCO: Okay and then what does the, the blue outline represent?

MR. MATZ: The blue outlines an area around the present Geico Body Shop, Auto Body Shop. It's presently in operation and it's, it's approximately two acres and that is the lot that we would like to subdivide and create individually so it can be used for other purposes. It, it's also not a, since now the property is a church property, which has tax ramifications as a religious establishment, so the whole property is a church, but the Geico Body obviously is not a church. So, when the church goes to refinance or even do anything, or even it's tax status could be an issue of that you've got a big church building and then the other building has nothing to do with the church.

MR. KOTROCO: So, you're saying that for its tax exempt status, the church doesn't pay property taxes?

MR. MATZ: Correct.

MR. KOTROCO: And that's if you're using the building

for religious purposes?

MR. MATZ: Right.

MR. KOTROCO: You're not using the Geico for religious purposes?

MR. MATZ: No.

MR. KOTROCO: So, part of the reason for the subdivision is to clear that up and make it clean?

MR. MATZ: Yes. And that, that has to do with both the taxing authorities in the State and for bank issues and refinancing and things, because if you go to the bank and the status is questionable, your loan would be questionable.

MR. KOTROCO: So, if the church were to borrow money against their church property by having it its own lot of record, it would be easier for banking purposes?

MR. MATZ: Yes.

MR. KOTROCO: Okay. Your Honors, I have an extra copy of that site plan (inaudible).

CHAIR: I noticed also that, Mr. La Fiandra, you were referencing a site plan during the course of that discussion.

MR. LA FIANDRA: Yes. This is from the Administrative Law Judge's file.

CHAIR: Okay.

MR. KOTROCO: I think that's the colored one now.

MR. LA FIANDRA: Oh, is this the colored one?

MR. KOTROCO: I think so.

CHAIR: Right, I'm, sorry, Mr. Kotroco. I was referring to earlier he had the site plan open.

MR. KOTROCO: Oh, okay.

CHAIR: For, for the first part of Mr. Matz's testimony, so I had understood that he already had the copy.

MR. KOTROCO: Okay, thank you.

BOARD: Mr. Matz, the plan is to devolve off the service area there.

MR. MATZ: Yes, (inaudible) subdivision, in another amended plat, we would have to amend the last amended CRG plan, which was the fourth refinement plan. We would do a fifth refinement plan and after that plan was signed by the County, we would do a record plat, which would show these two new lots.

BOARD: Right, and the blue lot would be solely independent from the green lots?

MR. MATZ: Yes, it could, it could, --

BOARD: (inaudible) ownership --

MR. MATZ: -- different, well, it could be different. And originally, when we would subdivide it, it would, the, the church would own both, but then it could convey it to another party as a separate lot, it can't convey it now in fee simple. I mean, you, you would want to, taxing authority or anybody else would want, or finance bank, would want it conveyed in fee simple in order to, to make it --

BOARD: I'm just wondering if, if the ultimate

intention was to have the blue period, the blue section to be owned by a non-church, non (inaudible) type entity?

MR. MATZ: Well, I cannot exactly speak for the church, because I don't know what they're going to do with it, but that's the idea, yes. So, they can sell it to someone else.

BOARD: Well, isn't it correct that whether they sell it or not, it would remove its tax --

MR. MATZ: Yes, yes.

BOARD: -- exempt status --

MR. MATZ: Then, then it would be simple.

BOARD: -- whether --

MR. MATZ: It would be very clean.

BOARD: -- regardless, regardless --

CHAIR: Wait a minute, let her finish her question.

BOARD: -- of ownership?

MR. MATZ: Yes.

CHAIR: Remember, we all try to speak one at a time so the record can hear us. Did you get your question out?

BOARD: He answered my question, thank you. Actually, go on, if I have more questions, I'll ask.

CHAIR: Mr. Kotroco, back to you.

MR. KOTROCO: Okay, thank you. We're going to get to parking in a minute, Mr. Matz, so don't jump ahead of me. You're already jumping ahead of me --

MR. MATZ: I'm sorry.

MR. KOTROCO: That's okay.

MR. MATZ: I tend to do that.

MR. KOTROCO: Let me, let me show you this next exhibit.

CHAIR: I have this as Exhibit 8, is that correct?

MR. KOTROCO: Yes.

BOARD: No, nine.

CHAIR: Nine, excuse me.

MR. LA FIANDRA: Pardon me, what was number eight?

CHAIR: What was number eight?

BOARD: Number eight was --

MR. KOTROCO: Record plat? No, record plat was seven.

BOARD: Seven.

CHAIR: It's because when you gave out the site plans, it was out of sequence. Yeah, that's, if that's actually outlined in the green, that would be 6-B.

MR. KOTROCO: Correct.

CHAIR: If it's not outlined, it's 6-A.

MR. KOTROCO: That should be outlined.

CHAIR: That is outlined, so it's six, okay.

BOARD: So, it's 6-A?

CHAIR: 6-B, sorry.

BOARD: 6-B.

CHAIR: Yes. So, eight.

MR. LA FIANDRA: So, is this number eight?

CHAIR: This would be eight. Sorry for all that confusion.

MR. KOTROCO: No problem. Thank you for keeping it straight. Okay. Mr. Matz, I just gave you another printout from My Neighborhood, do you see that?

MR. MATZ: Yes, Exhibit 8.

MR. KOTROCO: What's that show?

MR. MATZ: It shows the entirety of the mall, shows the zoning surrounding the mall, it shows the zone that the, zoning of the mall is BMCT, which is business major core, business core town, which is a, allows a lot of flexibility in zoning. It shows the, on this particular printout, shows the Macy's, Sears, Burlington Coat Factory, which is there now, it doesn't label the Hutzler's, the old Hutzler's, it shows the sole place, the large building, the large green block is the sole plaza building and the small green block is the Geico Auto Body that's there and that area is cross hatched. It also shows the Ring Road, which is, it's, it's, looks like the same color as the lines that are the zoning lines but it's really a little different red, but the circle around the highlighted area is actually the Ring Road that goes totally around the mall. It shows its location relative to the entrance ramp to I-70 from 695 going south. If you're south bound on the

Baltimore Beltway and you want to go to I-70, the ramp goes right by this, right by the Geico Auto Body Shop.

MR. KOTROCO: All right. So, if I could cut you off for a minute before you keep going on, let me just ask you a couple of things and go back.

MR. MATZ: Okay.

MR. KOTROCO: The hashed, the hashed area that you see on Exhibit 8, that's outlined in black, it has a green build, two green buildings on it.

MR. MATZ: Right.

MR. KOTROCO: Is that, that's the property that we're here on today?

MR. MATZ: Yes, that's the hash, that's the subject of our site plan.

MR. KOTROCO: Okay and the larger green building, you called it the sole plaza, it is going to be the Set the Captives Free Outreach Center?

MR. MATZ: Yes. It's been known as sole plaza and --

MR. KOTROCO: Well, you were there yesterday and the day before --

MR. MATZ: Yes.

MR. KOTROCO: -- is the name Seoul Plaza still on the building, did you notice?

MR. MATZ: Yes.

MR. KOTROCO: It is?

MR. MATZ: Yes, it even has writing in, in Korean on the, on the building, so.

CHAIR: Just, just to be clear, it is, the property at issue here for this case is also BMCT in terms of the zoning?

MR. MATZ: Yes.

MR. KOTROCO: Are they, are all the uses that are occurring on that BMCT lot, Mr. Matz, permitted uses?

MR. MATZ: Yes.

MR. KOTROCO: Okay. The larger building you just talked about. The smaller green building in that hatched area on exhibit number eight, what is that green building there?

MR. MATZ: That's the Geico Auto Body Shop.

MR. KOTROCO: Okay and we, now we don't show your little rectangular line of division around it on that particular --

MR. MATZ: No, no, we don't, we do not show it on this one.

MR. KOTROCO: But it is shown on --

MR. MATZ: That, that's how it is now.

MR. KOTROCO: Yes, that's right. And, and where, where then, our lot is located and, and as far as the mall property, how would you characterize our particular property? Is it right along Security Boulevard, is it front and center, where would you consider it to be?

MR. MATZ: It's in the far rear of the property from the, from the existing accesses. The existing accesses are two, there are two accesses off of Security Boulevard and one off of Rolling Road and those are the three accesses that the mall has. There is no access from the acc, from the ramp from Baltimore Beltway to I-70. So, it's in the far back of the property, you can't actually see either the Geico building or the Seoul Plaza building from either Security Boulevard and most of Rolling Road. Probably see just a tiny bit if you're right next to the Beltway on Rolling Road, you can, you can see it, although there's a movie theater that's there that might block it, but.

CHAIR: Mr. Matz, are you testifying from your personal knowledge or are you testifying from what you see on Exhibit 8?

MR. MATZ: Both. I have been there several, many, many times actually.

CHAIR: And, and what is depicted on Exhibit 8 matches what you recall from the site?

MR. MATZ: Yes, yes.

CHAIR: And Mr. Kotroco, I assume you're moving Exhibit 8 then into evidence?

MR. MATZ: Yes.

MR. LA FIANDRA: No objection.

CHAIR: So, Exhibit 8 is admitted.

MR. KOTROCO: Mr. Matz, I'm going to give you one more off of My Neighborhood. It's just a little closer view. Can you tell us what I'm handing you now as our next exhibit?

CHAIR: Thank you. This is Exhibit 9?

MR. KOTROCO: Yes.

MR. MATZ: Yes, so, --

CHAIR: One, one second. You've had the opportunity to review?

MR. LA FIANDRA: Yes.

CHAIR: Okay.

MR. MATZ: Yes, so this is from My Neighborhood and basically when you click a particular property it gives you the, the lines that the County GIS system has in their system and that is the blue line. So, I guess Mr. Kotroco clicked that line and it shows the BMCT within the blue and it also gives the, the actual property tax i.d. number, the owner's name, which is Set the Captives Free Outreach Center, it gives their mailing address and it, it also shows the Seoul Plaza building and the Geico building.

MR. KOTROCO: Outline in the blue line?

MR. MATZ: Within the blue line, yes.

MR. KOTROCO: And all that pink shaded area around that blue shaded area, lot on that is the --

MR. MATZ: Is the buildings of the mall.

MR. KOTROCO: The rest of the mall?

MR. MATZ: Yes.

MR. KOTROCO: Okay.

CHAIR: And you're moving in Exhibit 9?

MR. KOTROCO: Yes.

MR. MATZ: And it also shows the --

CHAIR: One second. Mr., Mr. Matz, one second.

MR. LA FIANDRA: No objection.

CHAIR: So, Exhibit 9 will be admitted. You were about to say?

MR. MATZ: Yeah, it also shows the movie theater, which, which wasn't on the Exhibit 8, which is, I don't know why it wasn't on Exhibit 8 but --

BOARD: Where, where's the movie theater?

MR. MATZ: That's on the far left of the, this is Exhibit 9?

BOARD: Um hm.

MR. MATZ: On the far left of Exhibit 9.

CHAIR: It's a stand-alone building.

MR. MATZ: Stand alone building, there's a, there's a big movie theater.

CHAIR: On the ring, --

MR. MATZ: Next to the Ring Road, yeah.

CHAIR: Yeah.

MR. KOTROCO: Mr. Matz, you, I'm sorry, all good?

CHAIR: Just confirming he's on the same page where

that, where that is.

MR. KOTROCO: Okay, okay. Mr. Matz, you testified you've been there many times and been there the last two days in a row, is that right?

MR. MATZ: Yes, I went there once on Sunday, just to see what the status of the inside of the building was for parking issues and, and then after I got home, I said, you know, look at all those different uses they're putting inside there. So, I went to actually look at what each, they have signs up inside the building on all of the new, all of the old, I'm sorry, all the old uses, but they have signs up saying this is going to be the outreach center, this is going to be child adoptive services, this is going to be the banquet hall, this is, they have, and I have pictures of them, which is --

CHAIR: You, you're referring to the former JCPenney's?

MR. MATZ: Yes, the former JCPenney.

CHAIR: Not just the mall in general?

MR. MATZ: No, no, this is just JCPenney's. This was the property that Set the Captives Free purchased and is now renovating.

MR. KOTROCO: All right.

BOARD: And which is the JCPenney on that, on number nine?

MR. MATZ: On number nine? That is --

BOARD: That's the part in green?

CHAIR: Blue outline.

MR. MATZ: Well, it's, the JCPenney is this piece here, maybe --

MR. KOTROCO: Can you write that on there, Mr. Matz?

MR. MATZ: Yes.

MR. KOTROCO: How about writing it on the one that you marked as an exhibit?

BOARD: It's right here?

MR. KOTROCO: Yes.

CHAIR: JCP.

MR. KOTROCO: JCPenney, formally.

MR. MATZ: This is, just so you can see.

CHAIR: Mr. La Fiandra, you --

MR. LA FIANDRA: I know where it is, thank you, yes.

CHAIR: Okay.

MR. KOTROCO: All right. Mr. Matz, you've been to the property a number of occasions, we got some photographs that we're going to show the Board of the condition. So, let me ask you before you get into those photographs, can you explain to the Board the condition of the Security Square Mall as it approaches forty years in age?

MR. MATZ: Probably fifty years in age, but.

CHAIR: Mr. La Fiandra, do you have a --

MR. LA FIANDRA: I don't. Can I get one? I'm always

left out (inaudible).

CHAIR: If, if you can recall, if you can recall to do this, just try to give Mr. La Fiandra the exhibit first, only because it gives him an extra opportunity, extra time to at least review, even if it's seconds, it still helps.

MR. KOTROCO: Okay. I apologize.

CHAIR: Move things along. No, it's quite all right.

MR. LA FIANDRA: Thank you.

CHAIR: It's quite all right.

BOARD: We're going to mark these --

CHAIR: Exhibit 10.

BOARD: -- 10-A, 10-A through whatever.

CHAIR: Okay. By my count, it's going to be A through L.

BOARD: There's a key sheet.

MR. KOTROCO: Yes, there's a key sheet underneath.

CHAIR: That would be, I have that as L. Are we all on the same page, we all have eleven photos, or twelve photos?

MR. LA FIANDRA: Yes, yes.

MR. KOTROCO: So, Mr. Matz, why don't you, referencing the key sheet that's underneath, go through and explain to the Board what they'd see if they were to go out there on the property based on the photographs that we have.

MR. MATZ: Yes. So, the, when you come in off of Security Boulevard, the picture number one shows the abandoned

Bennigan's, which is really in rough shape. You can see that the parking lot itself is in rough shape. It, it's cracked, it's not, the paint lines are almost gone. And it's abandoned.

MR. KOTROCO: All right, next photo, number two.

MR. MATZ: And number two, I think was International House of Pancakes --

CHAIR: We're calling that --

BOARD: We're calling that B, I think.

CHAIR: Yeah, (inaudible) designation.

BOARD: Yeah.

MR. MATZ: Okay, B. A, A was the, A was the former Bennigan's and B was former International House of Pancakes, I believe. And it is also abandoned and the parking lot is also in not very good shape. Item number three, --

MR. KOTROCO: So, where are you going, as referencing the key sheet now, of photograph number three, or photograph number C.

CHAIR: Ten, it will be 10-C for purposes of the record.

MR. KOTROCO: 10-C.

MR. MATZ: C.

CHAIR: Which label on it as three.

MR. KOTROCO: Right.

MR. MATZ: C, 10-C.

MR. KOTROCO: Photograph 10-C is going around the

Ring Road, can you explain what that is?

MR. MATZ: Yes. So, 10-C is looking southward from the Ring Road towards the, the Hutzler's building, the old Hutzler's building, which is on the far west of the, of the property.

MR. KOTROCO: All right and what do you see?

MR. MATZ: And what, what you see is a large parking lot with no cars on it. There are cars, some cars, but very few. The parking lot is not in great shape and the lines are not painted.

MR. KOTROCO: Okay.

CHAIR: So, the building that would be on the left side of that photo would be the building where, that's the subject, or not the subject here, but would be the former JCPenney's?

MR. MATZ: No, no. This is the former Hutzler's building.

CHAIR: Okay, all right.

MR. MATZ: Which is on the far left side of the, --

CHAIR: I got you.

MR. MATZ: -- well, this doesn't show the whole property.

CHAIR: You're still going around, we're still going around.

MR. MATZ: If, if you look at, if you look at the L,

10-L?

CHAIR: Yes.

MR. MATZ: It's the dark building.

BOARD: Dark roof top?

MR. MATZ: The dark roof top building.

CHAIR: Got it.

MR. MATZ: That, that's the building you see from three.

CHAIR: Understood.

MR. MATZ: And in the picture.

CHAIR: Thank you.

MR. KOTROCO: Next one?

MR. MATZ: Four is looking at the edge of that same building, but looking towards the south and towards the movie theater. You see the movie theater in the, in the rear of this picture.

MR. KOTROCO: On the key sheet then, Mr. Matz, the movie theater roof is, is, --

MR. MATZ: Is white.

MR. KOTROCO: Is white, okay.

MR. MATZ: Yeah, it's, the, the Hutzler building that I'm referring to is black, or very dark, and the movie theater roof is very white and, again, you can see the large, expansive parking, there's a lot of parking out there which is unoccupied.

MR. KOTROCO: The next photo?

MR. MATZ: The next one is item number five, or picture number five L, or not, I'm sorry, L.

CHAIR: I have it as 10-E.

MR. MATZ: 10-E. I should, I didn't number them --

MR. KOTROCO: That's why I gave you the pen.

CHAIR: No, it's fine.

MR. KOTROCO: Write them as you go, Mr. Matz, that way you (inaudible).

MR. MATZ: Let me just write them before, so I (inaudible). G, 10-H, 10-I, 10-J, --

CHAIR: Would it be fair to say that the remainder of the photos correspond to the numbers that are on, --

MR. MATZ: Yes.

CHAIR: -- or I've labeled as, or what has been labeled as 10-L?

MR. MATZ: Yes.

CHAIR: Okay and so, they would proceed, so you would have 10-E, which is number five, if you look at the key page, 10-L, five is shooting toward the direction of the building at issue that you're, that we're here for today.

MR. MATZ: Yes.

CHAIR: The, subdividing that lot out.

MR. MATZ: Yes.

CHAIR: And so on and so forth, with six, seven,

eight, nine, ten, eleven, that is --

MR. MATZ: Yes.

CHAIR: -- 10-F through K.

MR. MATZ: Yes. So, 10-E is the Geico building itself, Geico Auto Body Shop building. Also showing a large expansive paving. Looks like part of the parking lot was repaired at some time but the rest of it is still in pretty bad shape. The 10-F is actually the Seoul Plaza building and still, you can see the Korean writing on the side of the building.

BOARD: Is this the building you also referred to as JCPenney's?

MR. MATZ: Yes, it's also the JCPenney building and--

MR. KOTROCO: And also what now?

MR. MATZ: And also the Set the Captives Free Church.

MR. KOTROCO: Right, okay.

MR. MATZ: And, and as, I didn't take a picture of this yesterday, but there is this, they did add a sign on the building, that says Set the Captives Free, so if you go out there, you can't get lost.

MR. KOTROCO: Okay, all right. How about, what's the parking situation shown in those photographs there?

MR. MATZ: There is substantial parking for everything, very few cars and that's how it is out there.

MR. KOTROCO: Okay. Go ahead, next one.

MR. MATZ: Now, 10-G shows the two buildings, the Geico Auto Part, Geico Auto Body Shop on the right and the JCPenney/Seoul Plaza/Set the Captives Free building on the left. Also, shows the parking lot and very few cars. The 10-H shows the Geico building itself, the Geico Auto Part building, shows the access doors and where the office is, where you go in and take your car to get it repaired. It shows, you can see the parking lot is really not in very good shape. 10-I, now this is interesting. Part of, am I getting ahead of myself?

MR. KOTROCO: No, go ahead. I wanted you to do that.

MR. MATZ: Okay. I don't want to get ahead of myself.

MR. KOTROCO: Go ahead.

MR. MATZ: Okay. All right. So, 10-I is rather interesting because part of the parking lot, when Blue Ocean owned the property, was leased to the North American Trading, North American Trade Schools and they operate a truck education facility there, truck driving, teaching truck drivers how to park, how to maneuver big, the big rigs. They also have part of the mall on the other side which is, has nothing to do with this, but they've got two locations here at the mall.

CHAIR: Is that in existence today?

MR. MATZ: Yes, that's in existence today and the fence and see the fence, that whole area that's leased is fenced because they, they don't want people coming in there

because they leave their trucks and they leave stuff in there, so.

CHAIR: Is that within the blue outline on 6-B?

MR. MATZ: Well, it's actually, no. It's not.

MR. KOTROCO: Using 6-B, Mr. Matz, explain to the Board, that's a great question.

MR. MATZ: That is a good question.

MR. KOTROCO: Exactly the area that's being leased by North American Trade School.

MR. MATZ: Yeah, so, if you look at our site plan, --

MR. KOTROCO: Which one?

MR. MATZ: The, the colored one.

MR. KOTROCO: 6-B?

MR. MATZ: Yes.

MR. KOTROCO: Okay.

MR. MATZ: And maybe, maybe it might make sense just to put a highlighter on the area.

CHAIR: Here's a pink highlighter if you need to.

MR. MATZ: Beautiful.

MR. KOTROCO: You can, you can highlight it with the pink. It's also --

MR. MATZ: It'll just make it easier for everybody to see what's --

BOARD: Do you need a scale?

MR. MATZ: No, don't need a scale.

CHAIR: One second -

MR. LA FIANDRA: May I approach the board while he's doing that?

CHAIR: Yes.

MR. MATZ: For those of us who are old enough in engineering, it's stippled.

MR. KOTROCO: Is that what that's called?

MR. MATZ: That's called stippling.

MR. KOTROCO: All right. I thought it was shaded but.

MR. MATZ: Mr. Warfield might know what stippling is.

MR. KOTROCO: It is stippled.

MR. MATZ: I'm not sure if he's old enough.

MR. KOTROCO: Is it shnippled or stippled?

CHAIR: All right. Well, let's, let's let him stipple away and we'll get there.

MR. MATZ: Stipple is a very good stuff, because the little dots, it's called stipple, like this.

MR. KOTROCO: Okay.

CHAIR: Okay. So, the area you've outlined in pink is the area that has been leased out by the North American Trade Schools, I believe you called it?

MR. MATZ: Yes.

CHAIR: Okay and that's in pink on 6-B. Mr. La Fiandra, you obviously have seen that?

MR. LA FIANDRA: I have.

MR. MATZ: Yes, so that, that is in use now. I was out there Monday and they were actually, yesterday, --

CHAIR: So, there is a sliver, it appears, of that leased space that is within the --

MR. MATZ: Yes, there is.

CHAIR: -- the blue outlined area?

MR. MATZ: Yes, there is a sliver. Those, it takes up two spots so those are fenced off, which, they, the Geico Auto Part, the Geico Auto Body Shop can't really use, but their parking is more than enough, even without them. So, --

CHAIR: Understood.

MR. MATZ: -- it, it could be moved because the, the lease is a little flexible but.

CHAIR: But that's not a matter for today, I suspected, so.

MR. MATZ: That's not a matter for today, right.

MR. KOTROCO: Mr. Matz, let me ask you, now that you've drawn your, with the pink highlighter on 6-B, a line around the two hundred and fifteen leased parking spaces, is that where the fence is, does the fence run that way --

MR. LA FIANDRA: I'm going to object to the question, if I may.

CHAIR: Hold on, let's do this.

MR. LA FIANDRA: Mr. Kotroco --

CHAIR: I didn't, first off, number one, let him finish his question so I know what his question is. What is your question?

MR. KOTROCO: The pink line that he drew around the leased parking space area that's labeled on the plan.

MR. MATZ: Yes.

MR. KOTROCO: Does that follow the fencing --

CHAIR: Now, don't answer that question quite yet.

MR. LA FIANDRA: I have no objection to that question.

CHAIR: Okay. Now you can answer the question.

MR. MATZ: Yes.

MR. KOTROCO: Okay.

CHAIR: Thank you.

MR. KOTROCO: On Exhibit 6-B, did you label how many parking spaces are within that pink area that you outlined?

MR. MATZ: Yes.

MR. KOTROCO: How many parking spaces are labeled on there?

MR. MATZ: Two hundred and, let me just check, but I believe --

MR. KOTROCO: Go ahead.

MR. MATZ: -- it's two hundred and fifteen. Two hundred and fifteen, yes.

MR. KOTROCO: So, on the site plan --

CHAIR: Two hundred and fifteen spaces within the pink area just outlined on 6-B?

MR. MATZ: Yes.

CHAIR: Just for the record, so it picked up.

MR. KOTROCO: All right?

CHAIR: Yeah.

MR. KOTROCO: Okay.

CHAIR: I just, because when he was up at the board, I wanted to make sure --

MR. KOTROCO: Yes, that's fine. I know sometimes it doesn't pick up. Okay. So, the lease with NATS is for two hundred and fifteen spaces and you show it on your site plan marked as 6-B?

MR. MATZ: Yes.

MR. KOTROCO: All right. I'm going to follow-up on a question that Mr. Garber asked you. Let's go over some parking, okay? First of all, who drew the, on 6-B, who decided to draw that blue line around Geico? Who drew that on there?

MR. MATZ: We did, or the engineer.

MR. KOTROCO: Okay and at the direction of your client, I assume?

MR. MATZ: Yes.

MR. KOTROCO: Okay.

MR. MATZ: Well, the direction was to, because each

particular lot in the mall now has to stand on its own as far as parking goes, it used to be a parking agreement between all the parties and that agreement no longer is in effect.

MR. KOTROCO: Do you want to explain that in any more detail?

CHAIR: I will, I will say that I personally am familiar with it because I participated in the matter that was in front of us here on the Security Square Mall, that case that concerned what happens after the Korea was terminated, which was a lengthy Circuit Court proceeding.

MR. KOTROCO: Yes.

CHAIR: So, I don't think we need to go into any detail --

MR. KOTROCO: Thank you.

CHAIR: -- other than to say that the five owners, as I understand it, correct me if I'm wrong here, had an agreement as to the parking but since that there has been dissolution of the agreement, then each owner has now had to figure out what to do with their own parking and how to come into compliance--

MR. MATZ: Yes.

CHAIR: -- with Baltimore County zoning regulations. I know, Mr. Kotroco, you have, I seem to recall you were part of that too.

MR. KOTROCO: I was, yes.

MR. LA FIANDRA: So, is the Board taking judicial

notice of those facts?

CHAIR: Of the facts that there were, there was the, well, the acronym is called KOREA.

MR. LA FIANDRA: Yes.

CHAIR: Of the fact that there were five different owners that had all come together on that point. Yes, if you feel you need to explore that, by all means, you can explore that. But we don't need a, a lengthy recitation as to the whole, because I do know that there's a giant history to that, that goes since, I want to say it started at the inception but then it really became crystalized in the mid to late seventies, if I'm not mistaken, as to the parking agreement and then there's a lengthy Circuit Court battle more recently and then actually proceedings here in front of this Board on an individual owner's parking responsibilities for that, their individual lot.

MR. LA FIANDRA: Thank you. If I, if I could just be clear for the record?

CHAIR: Sure.

MR. LA FIANDRA: The Board is taking notice of the fact that there used to be a KOREA and that has terminated?

CHAIR: Yes.

MR. LA FIANDRA: Okay.

CHAIR: I don't believe that that's a matter that's disputed because that's are actual facts.

MR. LA FIANDRA: That's perfectly fine, yes.

CHAIR: Yes?

MR. KOTROCO: And I'll, I'll stipulate to that.

CHAIR: Yeah.

MR. MATZ: Right. And, and based on that situation, we had to make sure that both of the two newly created lots would be able to have parking on its own support. In other word, each lot has to have its own parking to support its use.

CHAIR: So, when you say both lots, you're talking about the existing lot being subdivided into the two lots.

MR. MATZ: Correct.

CHAIR: And how each of those proposed two lots would have ample or an adequate parking lot --

MR. MATZ: Right.

CHAIR: -- for their individual uses.

MR. MATZ: Or get a variance.

CHAIR: Or get a variance.

MR. MATZ: Right.

MR. KOTROCO: Okay. Mr. Matz, getting back to you, thank you for that explanation. The blue area that you have drawn around the Geico building, how many parking spaces did you reserve and you labeled as lot number four on your plan.

MR. MATZ: Yes.

MR. KOTROCO: How many parking spaces did you reserve within that blue marked area?

MR. MATZ: Fifty-five spaces.

MR. KOTROCO: How many parking spaces are required based on the use by Geico?

MR. MATZ: Forty-six.

MR. KOTROCO: Forty-six. Okay and is that shown on your site plan --

MR. MATZ: Yes.

MR. KOTROCO: -- marked as 6-B?

MR. MATZ: Yes, yes, it is.

MR. KOTROCO: And you did a parking calculation on the right hand side of your site plan?

MR. MATZ: Yes. As it was at the time when we prepared the plan.

MR. KOTROCO: We're going to get to that.

MR. MATZ: Okay.

MR. KOTROCO: Don't, we're going to get to that.

MR. MATZ: Don't get ahead of myself, right.

MR. KOTROCO: Mr. Matz, nothing has changed in regard to the Geico Auto Service building since you did this plan?

MR. MATZ: That's correct.

MR. KOTROCO: Okay. Things have changed inside the building, we're going to get to that in a minute, okay? Nothing has changed with Geico?

MR. MATZ: Correct.

MR. KOTROCO: Okay. Now, let me ask you about, so

that's lot number four. Why did you draw, I'm just curious and maybe the Board want to know, why did you draw a perfect rectangle around, going through those two spaces that have the fence on the corner of it?

MR. MATZ: It's the, it's the simplest way to draw the line.

MR. KOTROCO: Okay.

MR. MATZ: It is --

MR. KOTROCO: I got it, I understand.

MR. MATZ: -- and it also doesn't, so it doesn't go through parking spaces themselves, you want to, if you're going to do it, you mind as well make it go, you know, where the, where the spaces touch each other.

MR. KOTROCO: Okay. You didn't want to jog it around where the fence is?

MR. MATZ: Right.

MR. KOTROCO: The fence can be moved.

MR. MATZ: And the fence can be moved.

MR. KOTROCO: Does the loss of those two parking spaces make a difference one way or another for the Geico property?

MR. MATZ: No.

MR. KOTROCO: Okay. Because you have nine excess parking spaces?

MR. MATZ: Correct.

MR. KOTROCO: Okay. Now, how many parking spaces does the church require, Set the Captives Free Outreach Center Church that's located in the old Seoul Plaza building, JCPenney building? How many parking spaces does that church require?

MR. MATZ: There --

MR. KOTROCO: And you can refer to your chart if you need to.

MR. MATZ: I will refer to the chart, to my chart.

MR. KOTROCO: And keep your voice up so they can hear you.

MR. MATZ: Well, there's a, so the, there are fif, it's a fifteen hundred seat church. So, the Baltimore County zoning regulations require for every four seats one parking spot. So, if you divide four into fifteen hundred, I believe it comes out to three seventy-five, I don't have --

BOARD: (inaudible).

MR. MATZ: Four, let's see, church, --

BOARD: (inaudible).

MR. MATZ: Three seventy-five, yes.

MR. KOTROCO: Three seventy-five? Okay.

MR. MATZ: Did I say three seventy-five?

CHAIR: Yes.

MR. MATZ: I did, okay. Yes, so it's three hundred and seventy-five. So, it's fifteen hundred divided by four.

CHAIR: Right.

MR. MATZ: Gives you the required three hundred and seventy-five parking spaces for the church itself.

MR. KOTROCO: Okay.

CHAIR: Right.

MR. KOTROCO: Mr. Matz, that church seating hasn't changed in any manner?

MR. MATZ: No.

MR. KOTROCO: Now, you talked, testified earlier that other things have changed from the time you did your parking calculations on 6-B and 6-A, the plans that you prepared previously?

MR. MATZ: Yes.

MR. KOTROCO: You went in there and, when did you go in there and observe that?

MR. MATZ: Sunday.

MR. KOTROCO: All right.

MR. MATZ: This, two days ago.

MR. KOTROCO: Went in Sunday and you saw that the tenant mix has changed?

MR. MATZ: Yes.

MR. KOTROCO: Many of the tenants are now gone?

MR. MATZ: Most of the tenants are gone.

MR. KOTROCO: Okay. So, your chart that you did on the right hand side of 6-B and 6-A, hasn't been brought up to date?

MR. MATZ: Correct.

MR. KOTROCO: But you did prepare an exhibit that brings it up to date?

MR. MATZ: Yes.

MR. KOTROCO: And this is based on the ex, your observations on Sunday and Monday?

MR. MATZ: Yes.

CHAIR: Now, you're talking within the JCPenney space.

MR. MATZ: Yes, within the JCPenney.

CHAIR: The tenants that had been there previously have now all vacated and so you've done an updated and amended parking calculation based on their, I guess, abandonment of the space?

MR. MATZ: Yes.

CHAIR: I would show Mr. La Fiandra first.

MR. KOTROCO: First.

MR. MATZ: Based upon their abandonment of the space and the apparent proposed uses, which I'll testify to in a second.

MR. LA FIANDRA: Okay.

CHAIR: Okay. Let's, let's do this. Mr. La Fiandra, do you need time to look at this?

MR. LA FIANDRA: Yes.

CHAIR: Okay. Why don't we take a five minute recess

to allow Mr. La Fiandra additional time to take a look at the parking calculations.

MR. KOTROCO: Okay.

MR. LA FIANDRA: Thank you.

BOARD: So, this will be new tenants to go on 6-B.

CHAIR: And this is exhibit number what?

BOARD: Eleven.

CHAIR: Eleven. This will be Exhibit 11. So, we'll take a five minute recess.

MR. LA FIANDRA: Your Honor, you said five minutes?

CHAIR: Yes.

MR. LA FIANDRA: Thank you.

(RECORDING PAUSED - 11:06:44 AM)

(ON RECORD - 11:19:07 AM)

CHAIR: Okay. We're back on the record. Mr. La Fiandra, I wanted to give you at least some opportunity to follow along with what is about to occur.

MR. LA FIANDRA: Thank you very much.

CHAIR: You, obviously you're going to have the ability to cross examine and consult with your expert at other points on the matters that we're about to address.

MR. LA FIANDRA: Thank you.

MR. KOTROCO: All right, thank you.

CHAIR: Yes.

MR. KOTROCO: Now, Mr. Matz, you, you went into the,

the property, the building that is now occupied by Set the Captives Free Outreach Center, which was formally the JCPenney and you observed, this past weekend, that many of the tenants that were in there when you originally did your plan are now gone?

MR. MATZ: Correct.

MR. KOTROCO: And you prepared a new exhibit?

MR. MATZ: Yes.

MR. KOTROCO: An updated exhibit, it's got your seal on it.

MR. MATZ: Yes.

MR. KOTROCO: And you recalculated the vacant spaces into your parking calculations. Can you go over that for the Board?

MR. MATZ: Yes. So, based on the --

MR. KOTROCO: Before you do, Mr. Matz, let me just show one thing. You, when you went in, you said earlier you took pictures on the windows of the, of the spaces that are vacant of what's coming, right?

MR. MATZ: Yes.

MR. KOTROCO: All right.

MR. MATZ: I, I actually went back to --

CHAIR: Thank you.

MR. KOTROCO: -- after I walked through it the first time on Sunday, I said, you know, all these different things or

different uses that the church is putting in there, may have some significance.

MR. KOTROCO: Okay.

MR. MATZ: So, parking count, obviously.

MR. KOTROCO: Okay.

MR. MATZ: As these are accessory uses to the church and wouldn't require additional parking per se.

MR. KOTROCO: So, they're part of their ministry, part of the services and ministry.

MR. MATZ: Part of the ministry.

MR. KOTROCO: At the church.

MR. MATZ: The, I think the OWE is, is the Outreach, Outreach Worship Education, so when you see on the signs OWE, it's, it's part of the church. And some of the signs say Let the Captives, Set the Captives Free, other ones say OWE, which is Outreach Worship and Education, so.

MR. KOTROCO: And I'm going to give you the second exhibit and we'll go through them together, but that's the OWE exhibit you were talking about from the website.

MR. MATZ: Yes.

MR. KOTROCO: Just so you, just so the Board has it so there's no misunderstanding.

CHAIR: Hold on. Let's, let's make sure we have everything lined up here.

MR. KOTROCO: Let's mark the photos as the next --

CHAIR: The photos are Exhibit 12.

MR. KOTROCO: Okay, thank you.

CHAIR: Have you reviewed the photos, Mr. La Fiandra?

MR. LA FIANDRA: Yes, I have. Thank you.

CHAIR: Do you have any objection to the photos?

MR. LA FIANDRA: No.

CHAIR: Okay. The photos are admitted, so it's Exhibit 12. We are about to go into Exhibit 13.

MR. LA FIANDRA: May I ask one other thing?

CHAIR: Yes.

MR. LA FIANDRA: The parking --

CHAIR: We're not there, we're not there yet.

MR. LA FIANDRA: Well, then I do wonder what number eleven is.

CHAIR: Sorry, the Ex, that is Exhibit 11.

MR. LA FIANDRA: Oh, okay.

CHAIR: We're not there in terms of its admissibility as of yet.

MR. LA FIANDRA: Okay, got it.

CHAIR: Because we got sidetracked into the photos and now what's, that's Exhibit 11.

BOARD: This is Exhibit 12.

CHAIR: Right. So, we're not addressing the admissibility of Exhibit 11 as of yet.

MR. MATZ: Which one is that? That's --

CHAIR: Exhibit 12 being the photos, that's been admitted. Exhibit 13 is now being delivered and you're handing a copy to Mr. La Fiandra.

MR. KOTROCO: I did, yeah.

MR. LA FIANDRA: Thank you.

CHAIR: Okay.

MR. KOTROCO: It's a printout off the website of that OWE that Mr. Matz was referring to, Outreach Worship and Education.

CHAIR: Okay. So, Mr. Matz, you're going to identify then Petitioner Exhibit 13?

MR. MATZ: Thirteen is --

MR. KOTROCO: Yes.

MR. MATZ: Yes, that's the, the printout from the website for the OWE Center, which is Outreach Worship and Education. And when I went through the building, I saw all the signs that said, well, that said OWE on them so, I, I wasn't really sure what that was and we did some research and --

MR. KOTROCO: The photograph on Exhibit 13 is the inside of what? That photo that's shown on that picture, do you recognize that?

MR. MATZ: Yes, that's the inside of the building. It's basically the first, one of the pictures, it's kind of the mall area, it's an open area inside the, inside the building.

MR. KOTROCO: Inside the Seoul, inside the Seoul

Plaza?

MR. MATZ: Inside the Seoul Plaza building, yes.

MR. KOTROCO: Inside the Set the Captives Free building, that is what used to be the JCPenney department store, right?

MR. MATZ: Yes.

MR. KOTROCO: Okay. Do you remember the old days of the department stores, that's what they looked like.

MR. MATZ: Yep.

MR. KOTROCO: Okay, all right. Go ahead through your pictures that you took.

CHAIR: So, I assume you're moving thirteen into evidence?

MR. KOTROCO: Yes.

MR. LA FIANDRA: No objection.

MR. KOTROCO: Thank you.

CHAIR: So admitted. So, now we're back to eleven.

MR. KOTROCO: Okay.

CHAIR: We're all on the same page.

MR. KOTROCO: Your parking calculations, go ahead.

MR. MATZ: Parking calculations, okay. So, the parking calculations --

MR. KOTROCO: Tell us which tenants left, why don't you do that?

MR. MATZ: Well, the two stores, the first two items

where it says stores, they left. The dance studio left, the storage --

MR. KOTROCO: Are those, are those marked by you crossing them out in red?

MR. MATZ: Yes.

MR. KOTROCO: Okay.

MR. MATZ: They were crossed out in red.

MR. KOTROCO: That means they've left.

MR. MATZ: Now, the two storage areas really didn't create additional parking requirements but they are now gone so they're no longer an issue. The dance studio is gone. The Ai, Atsu Braiding is still there.

MR. KOTROCO: Okay.

MR. MATZ: And Dominican Hair is still there. So, those are six spaces and five paces, five spaces require each, they're still there. The Foundation Church is gone, the Quick Cash Tax is gone, the --

CHAIR: Well, I think we understand that if, if there's a red line through it --

MR. MATZ: If it's crossed out, yeah.

CHAIR: -- they're gone.

MR. KOTROCO: Okay.

MR. MATZ: So, the only thing that's left are the, are the two hair, the Astu Braiding and the Dominican Hair, which --

CHAIR: And then on the second floor, the, the Seoul Gym/Spa?

MR. MATZ: Yes. And then the second floor, the Seoul Spa is definitely there and still operating.

MR. KOTROCO: Okay, all right. So, based on that, what are your parking calculations that are required for lot number one on your plan marked as 6-B?

MR. MATZ: Right, six hundred and fifty spaces, which would include the two hundred and fifteen spaces, so we actually ex, the fact that we can't really use the, the, the two hundred and fifteen spaces that are, unless we kicked the North American Trade School out, we can't actually use those spaces, so.

CHAIR: So, you, you subtracted the two hundred fifty spaces --

MR. MATZ: Correct.

CHAIR: -- from your, from your total available number and the total number required as you calculated was six fifty?

MR. MATZ: Correct.

CHAIR: And so, the total available is how much? Was it seven, I'm sorry.

MR. MATZ: No, the total available is seven hundred and eighty-eight.

CHAIR: Seven eighty-eight, yes.

MR. KOTROCO: Right.

MR. LA FIANDRA: Pardon me, I think you were speaking over each other, I couldn't hear the answer.

MR. MATZ: The total available is seven hundred and eighty-eight spaces.

MR. KOTROCO: And how many are required?

MR. MATZ: Required is six hundred and fifty.

MR. KOTROCO: Okay and on the bottom of your sheet is the Geico Auto Body, which you already testified to, forty-six and sixty-five, right?

MR. MATZ: Correct.

MR. KOTROCO: Okay.

CHAIR: Now, so the number seven eighty-eight, does that reflect the two hundred fifteen spaces for the trade school?

MR. MATZ: Yes.

CHAIR: So, seven eighty-eight has already subtracted that or no?

MR. MATZ: No, seven eighty-eight includes the two hundred and fifteen spaces.

CHAIR: So, the, as you put it, the less, the leased area of two fifteen, there are five hundred and seventy-three spaces available for lot one, is that accurate?

MR. MATZ: Yes, yes. Wait, let me check that. Less leased area, less the required parking for lot one is six

fifty, it's three eighty-six, forty-nine and two fifteen, six fifty. So, (inaudible) it was seven eighty-eight.

MR. KOTROCO: So, stop there for one moment. If you're required to have six fifty and you have provided seven eighty-eight, you have a surplus?

MR. MATZ: Yes, we have a surplus. I don't know what the less leased area two hundred and fifteen would be, well, if you subtract two hundred and fifteen from seven eighty-eight, it's five seventy-three.

CHAIR: Now, that's the real question I have. If the two fifteen is to be subtracted from the lot one number --

MR. MATZ: But we added it in before so, it's, it's not really --

CHAIR: Are you saying that five hundred seventy-three spaces are available for lot one --

MR. MATZ: Yes.

CHAIR: -- after all the --

MR. MATZ: Yes.

CHAIR: -- calculations are made, but you still need six hundred fifty? Aren't you, isn't that what you're saying?

MR. MATZ: No, no, it's five seventy-three plus two fifteen is available.

CHAIR: Right, but you're --

MR. MATZ: Is the total amount, seven eighty-eight.

CHAIR: -- but you're, but you are required to have

six fifty.

MR. MATZ: Yes.

CHAIR: So, you would need a variance --

MR. MATZ: No, which includes the two fifteen.

MR. KOTROCO: Yes.

MR. MATZ: The six fifty includes the two hundred and fifteen spaces that are leased. So, you only need three hundred and eighty-six, plus --

CHAIR: I see, okay. So, you need three eighty-six plus forty-nine is what you --

MR. MATZ: Right.

CHAIR: -- actually need for the --

MR. MATZ: Correct.

CHAIR: -- existing uses on lot one, so, not including the trade school?

MR. MATZ: Correct.

CHAIR: If you include the trade school, then you add in two fifteen.

MR. MATZ: Yes.

CHAIR: And then, okay, so everything would (inaudible).

MR. MATZ: Yeah, we have more than enough parking spaces.

CHAIR: You would not need a variance then.

MR. MATZ: Right. That, that is the point of --

CHAIR: Did you understand that?

MR. LA FIANDRA: I understand. I don't agree, but I understand.

CHAIR: Right. I just want to make sure that we're all talking the same language at least, if nothing else.

MR. KOTROCO: I'm not asking him to agree, just to understand. I understand it too, Judge, thank you.

CHAIR: No problem.

MR. KOTROCO: I think we're on the same page.

CHAIR: Thank you, all.

MR. KOTROCO: All right. We would move his parking calculations into evidence.

MR. KOTROCO: Mr. La Fiandra?

MR. LA FIANDRA: No objection, no objection.

CHAIR: Okay. So admitted. Thank you.

MR. KOTROCO: All right. Thank you, Mr. Matz.

MR. LA FIANDRA: And that's number eleven?

CHAIR: That is number eleven. So, we're now, everything has been admitted.

MR. LA FIANDRA: Thank you.

CHAIR: One through thirteen.

MR. KOTROCO: Mr. Matz, just, just to, just to, just to summarize, Mr. Matz, based on your analysis of the parking that you've just testified to and the exhibit you prepared, considering all the uses on our property and the parking that

we have available, do we need a variance for parking?

MR. MATZ: We do not.

MR. KOTROCO: Okay. We have more than sufficient parking on our lot at the Security Square Mall?

MR. MATZ: Correct, with the, with the proposed uses of, which I'll testify next in the pictures, yes.

MR. KOTROCO: Okay.

MR. MATZ: Which are an accessory to the church.

MR. KOTROCO: All right. You want to run through those pictures real quick?

MR. MATZ: Yes.

MR. KOTROCO: Because you did take them. Why don't you do that? Go ahead and run through those real quick for the Board, I forgot to have you do that, they've been submitted.

CHAIR: So, we're going back to Exhibit 12.

MR. KOTROCO: Tell us very quickly what you saw and how you took those pictures and where they're located.

MR. MATZ: Yes. So, I, I walked through the, both the first floor and second floors of the building to see what the situation was with existing tenants and, of course, just found the three, which was the two hair places and the Korean spa, so those, those are still in operation. All the rest of the tenants are gone and there are signs on all the various windows saying what the proposed uses are, the various areas in the building. So, I took pictures of all the signs that I

could find and all the different signs, that is, because there are some, there were the same signs on, you know, several areas, but I tried to get all the different signs, so. On the first sheet, there's a work force development area, there's a Benjamin T. Carter educational wing, which I guess will be for teaching, there's a youth center area, there's a worship arts area and, and Set the Captives Free offices. There is one area that didn't actually have a sign up but it looked like it was part of the, the church. There's Mays Woodson, Woodson Christian Early Learning Center, which is part of the church. The sanctuary and banquet hall, which is Set the Captives Free at the bottom, future home of, this is the second sheet, the Culinary Café, which is also going to be part of the church, community conference room, which is OWE, agency partnerships, which are part of OWE, there's a food pantry, there's a Woodson Christian Early Learning Center, also part of the church's mission. Adoption agency, also part of Set the Captives Free. There's another agency partnerships, there's a large open area, which, I guess, it's not really, there's no use there, which is a, I don't know, it's a picture which shows the, the open area on the second floor. And then on the last page, let's see. The last page, there's a sign, I can't read the sign. It's also a church sponsored area.

MR. KOTROCO: None of those are occupied yet, they're still vacant?

MR. MATZ: Nothing, nothing is occupied yet.

MR. KOTROCO: All come in some time in the future.

MR. MATZ: Sometime in the future.

MR. KOTROCO: Okay.

CHAIR: Are you aware if the Atsu Braiding, Dominican hair place and/or the gym/spa will remain?

MR. MATZ: I do not know.

MR. KOTROCO: But you calculated their parking requirements?

MR. MATZ: Yes, we assume they're staying for the, well, as of right now, that's what's required.

CHAIR: Yes, this is what your parking calculations, the amended ones, reflect the existing conditions?

MR. MATZ: Yes.

CHAIR: Okay.

MR. MATZ: That's as of yesterday.

CHAIR: Right.

MR. KOTROCO: Okay.

MR. MATZ: All right.

CHAIR: So, what happened this morning, we don't know. Right.

MR. KOTROCO: Well, Sears may have, well, that's a different property.

CHAIR: That's, yeah.

MR. KOTROCO: Right, Sears, all right.

CHAIR: Understood.

MR. KOTROCO: Mr. Matz, if we're successful in this request to allow this subdivision line to be drawn, would we then enter into a reciprocal parking arrangement (inaudible)?

MR. MATZ: Yes, yes.

MR. KOTROCO: Okay, all right. Now, getting just to our special hearing request that we're here for, Mr. Matz. We are asking to amend the previous case from 1988 and it, and it is, it involved a parking variance but we're not asking to do anything with the parking variance, --

MR. MATZ: No, just, just the plan.

MR. KOTROCO: All right. At the end of the case, there's a, (inaudible). Mr. Matz, can you tell the Board what this case is here?

MR. MATZ: Yeah, this is, let me just write Exhibit 14 on it so I know. This was a Petition, the main reason being to get a variance from parking and this is for the entire mall and the variance was to permit fifty, five thousand nine hundred and sixty-six spaces in lieu of the required six hundred and six thousand two hundred and thirty-one spaces --

MR. KOTROCO: Let me ask you this, even though the KOREA has been set aside, as we've talked about already, this parking variance still lingers out there, is that right?

MR. MATZ: Yes, it still exists and it was granted.

MR. KOTROCO: How it's split up is anybody's guess

but it still exists.

MR. MATZ: Yes.

MR. KOTROCO: Okay, all right. So, the relevant part of this case, you said, is the very last page. What, what would that be?

MR. MATZ: Is, is the plan, the plan that went along with this, which is the one, the plan which is on the very last page of the case. And that is the plan that County zoning office said, basically, needed to be, needed to be amended as far as the zoning plan, so.

MR. KOTROCO: Okay. So, what part of that particular last page are you referring to? Can you locate the JCPenney on there?

MR. MATZ: Yes. It's in the rear, actually on the top of the plan.

MR. KOTROCO: Uh huh.

MR. MATZ: It shows most of the Geico building, it shows the JCPenney building.

MR. KOTROCO: Hold on. It doesn't say Geico because Geico wasn't even around back then.

MR. MATZ: Not Geico, I'm sorry, not Geico.

MR. KOTROCO: What's it say there?

MR. MATZ: It says, oh, boy, I'm getting older.

CHAIR: Penney Tire & Auto?

MR. MATZ: Penney, Penney TBA, yes.

MR. KOTROCO: Tire, Battery & Auto?

MR. MATZ: Tire, Battery & Auto.

MR. KOTROCO: Okay. This is the site plan that we're requesting pursuant to our special hearing request to be amended to draw that line of division around it?

MR. MATZ: Correct.

MR. KOTROCO: Okay. All right. I would offer this case from 1988 into evidence.

MR. LA FIANDRA: No objection.

CHAIR: So admitted.

MR. KOTROCO: Mr. Matz, the second request is to--

CHAIR: One second, please.

BOARD: That would be Petitioner's fourteen?

CHAIR: Yes. So, the prior variance request is Petitioner's Exhibit 14.

MR. KOTROCO: Mr. Matz, I'm going to hand you the, our second request is to amend the, a refinement to the fourth amended CRG plan for the Security Square Mall.

MR. MATZ: Yes.

MR. KOTROCO: I hand you this exhibit. Can you tell the Board what this is?

MR. MATZ: Yes. This was the plan that we believe was prepared by, it had several names on it, but let's, let me open it up first. It's a rather big and busy plan and the reproduction wasn't great. But the last seal that was on it

appeared to be done by (inaudible), which is another engineering firm.

MR. KOTROCO: Okay.

MR. MATZ: And that was the fourth amended CRG, CRG refinement plan and we would be preparing, assuming this got approved, a fifth amended, a fifth amended refinement plan of the CRG.

MR. KOTROCO: Tell us about the CRG and why is there a CRG on this particular property.

MR. MATZ: At the time that this property was developed, the process for actually getting plans approved through Baltimore County was called the County Review Group, I think everybody knows. But there was a County Review Group and when you wanted to do a subdivision, especially commercial ones, or residential ones, and it was a major type of development, you would go through that process and that was the name of the plan. It meant, CRG meant Planning Review Group.

MR. KOTROCO: So, once you're in the CRG you stay in the CRG?

MR. MATZ: Right, the County, as of right now, is still, if you, if your original plan was approved under that process, then any revisions you make still go through the, what they call the CRG process. They have a group in the County that meets, well, the CRG, CRG group. I don't think they really meet but theoretically they meet and say yes, the CRG,

County Review Group, approves this plan for, for the next step.

MR. KOTROCO: All right. So, two requests then, one to amend the old case number '88 site plan and the CRG plan?

MR. MATZ: Yes, and, and because we're subdividing, I mean, the main reason that the CRG needs to be amended, there has to be some plan on record, a plan, not a plat, record plat, but a plan on record showing where this subdivision is.

MR. KOTROCO: On the, the plan --

MR. MATZ: In the development process. So, for development processing purposes, you need a plan in order to do a plat, so.

BOARD: Mr. Kotroco, you said there were two requests?

MR. KOTROCO: Yes, our special hearing request. The first is to amend the site plan in the zoning case, 88-200-A.

MR. MATZ: And that would, basically, be our site plan that we prepared for the hearing.

MR. KOTROCO: And the second special hearing request is to allow us to refine this old CRG plan and Mr. Matz, you have a lot of red ink on there, are those the changes that you would be proposing and it would be the fifth amended CRG if it's approved?

MR. MATZ: Yes, it would be the fifth refined CRG plan. We would probably, my, the parking count would change, or actually it wouldn't change because the, the redline parking

is actually what's out there now that we --

MR. KOTROCO: What's provided.

MR. MATZ: What's provided.

MR. KOTROCO: Right, that stays the same.

MR. MATZ: That stays the same. So, nothing, yes, so this is the plan that would go.

MR. KOTROCO: Okay. It wouldn't have the green and the blue highlighter on there?

MR. MATZ: No, no, the highlighter probably wouldn't be on the plan.

MR. KOTROCO: Wouldn't make it, that's my work, okay. But that shows you where we're talking about?

MR. MATZ: Yes.

MR. KOTROCO: Okay. All right. Last couple questions, Mr. Matz. As far as our special hearing request, in your opinion, would the granting of this special hearing that we're asking for to amend those plans as you just testified to, would that be consistent within the spirit and intent of the Baltimore County zoning regulations?

MR. MATZ: Yes.

MR. KOTROCO: Are the uses that we have on the property, are they permitted by right in the BMCT?

MR. MATZ: Yes.

MR. KOTROCO: Do we meet all our parking requirements?

MR. MATZ: Yes.

MR. KOTROCO: Do we have a surplus of parking?

MR. MATZ: Yes.

MR. KOTROCO: Are we adding any new buildings or any new structures?

MR. MATZ: No.

MR. KOTROCO: All we're doing is drawing that blue line around the Geico building?

MR. MATZ: Correct.

MR. KOTROCO: Would the granting of the relief be accomplished without any injury to the public health, safety or general welfare of the surrounding community?

MR. MATZ: Yes.

MR. KOTROCO: Do you perceive any impact at all on the surrounding community by drawing a line around that Geico building?

MR. MATZ: No.

MR. KOTROCO: In your forty years of experience, fifty years of experience, I'm sorry, in Baltimore County zoning, are these commercial subdivisions routine, routinely approved?

MR. MATZ: Yeah, I've never had one, never had the situation where a commercial property, had a problem getting subdivided, because it's just a matter of, it's mercantile, I guess the, mercantile situation where people buy and sell

properties, especially in commercial shopping centers.

MR. KOTROCO: Okay. In your opinion, Mr. Matz, would the denial of this subdivision request, would it impose a substantial burden on the religious establishment of Set the Captives Free Church?

MR. LA FIANDRA: I'm going to object to that question.

CHAIR: Mr. Kotroco, please stand when you object.

MR. KOTROCO: Just his opinion if there, if the church would suffer some kind of a hardship if they can't follow through with this subdivision of their property.

CHAIR: Mr. La Fiandra?

MR. LA FIANDRA: He's been offered as an expert in zoning, development and civil engineering and I, there was no basis to qualify him as an expert on impediments to religious--

CHAIR: Objection is sustained.

MR. KOTROCO: Okay. Mr. Matz, one last question. If, if that Geico building ends up being sold by the church to another owner, would that sale in any way to another owner, in your opinion, impede the redevelopment of the rest of the mall?

MR. MATZ: No. I, if it would impact it, it would be only slightly because it's on the far peripheral of the mall and it's a very small piece of property compared to the entire mall.

MR. KOTROCO: So, that Geico building is about as far

away from the, from the rest of the mall as you can get, right?

MR. MATZ: Right. If someone were to redevelop the mall, that little piece at the end would be inconsequential.

MR. KOTROCO: Okay. All right. No further questions of Mr. Matz.

CHAIR: Okay. Mr. La Fiandra, I'm going to give you an option here of taking a break or proceeding with cross examination.

MR. LA FIANDRA: I'll proceed.

CHAIR: Okay.

MR. LA FIANDRA: Thank you.

CHAIR: Mr. Kotroco, exhibits, just to be clear.

MR. KOTROCO: Yes.

CHAIR: Fourteen and fifteen?

MR. KOTROCO: Yes, I would move those into evidence.

CHAIR: And, Mr. La Fiandra?

MR. LA FIANDRA: No objection.

CHAIR: So admitted, fourteen and fifteen, therefore, all the Petitioner Exhibits 1 through 15 have been admitted.

MR. KOTROCO: Thank you.

MR. LA FIANDRA: Mr. Matz.

MR. MATZ: Yes.

MR. LA FIANDRA: You've reviewed the case file in zoning case 88-0200-A?

MR. MATZ: Yes.

MR. LA FIANDRA: And that's the case, (inaudible) got a lot of exhibits here. That we are here to amend (inaudible), is that correct?

MR. MATZ: Yes.

MR. LA FIANDRA: The, did you have an opportunity to determine what use was reflected in, as the use on that zoning plat?

CHAIR: You mean, in 88-200-A?

MR. LA FIANDRA: In 1988.

MR. MATZ: You mean, at, other than the fact that it's JCPenney?

MR. LA FIANDRA: Yes, I mean beyond that.

MR. MATZ: Beyond the fact that it's JCPenney and the, and the Tire, Batt, Battery & Auto?

MR. LA FIANDRA: The, let me ask a different way.

MR. MATZ: Yeah, ask it a different way, I'm not sure what the question is.

MR. LA FIANDRA: Sure. The, when you determined the number of parking spaces that's required for a use.

MR. MATZ: Yes.

MR. LA FIANDRA: Typically, how do you go about doing that?

MR. MATZ: Look in the Baltimore County zoning regulations, Section 409.

MR. LA FIANDRA: And, and then what do you do?

MR. MATZ: Look at the various uses that are, that, that we have on site and then we determine how many spaces for each square footage or other types of requirements.

MR. LA FIANDRA: And did the zoning plan that's reflected in exhibit number fourteen show a use for that, you testified that that was for the entire mall.

MR. MATZ: Yes, showed, for that, for the area in question is JCPenney, is that what you're asking?

MR. LA FIANDRA: So, no.

MR. MATZ: Okay.

MR. LA FIANDRA: I'm asking did the, what was the use reflected on the zoning plan in 1988, the question, what was the use --

MR. MATZ: A mall, a mall.

CHAIR: In the back, please.

MR. MATZ: It was a mall, it was a mall of retail use.

MR. LA FIANDRA: Are you familiar with the definition of shopping center under the Baltimore County zoning regulations?

MR. MATZ: Yes.

MR. LA FIANDRA: It's not a test but could, do you, what are the elements of it that you recall?

MR. MATZ: I don't have it in front of me, I'm not going to --

MR. LA FIANDRA: Would it surprise you to know that the, the definition from the Baltimore County zoning regulations says a shopping center is a group of three or more commercial uses, which are designated as a single commercial group, are under common ownership or control, are connected by party walls, petitions, canopies or other structural members to form one continuous structure or, if located in separate buildings, are interconnected by walkways designated to facilitate customer exchange between the uses, share common parking areas and otherwise present the appearance of one continuous commercial area. The term shall not include a shopping center planned as defined in this section of the zoning regulations and a grouping of predominantly non-retail uses, which meet the criteria specified in this section shall not be determined, deemed to be a shopping center. Does that sound like the definition?

MR. MATZ: Sounds like the definition.

CHAIR: And what were you citing there, just --

MR. LA FIANDRA: That was the Baltimore County zoning regulations.

CHAIR: Right, which --

MR. LA FIANDRA: Definition of shopping center.

CHAIR: Right, what's the number?

MR. LA FIANDRA: 101.

CHAIR: 101 and shopping center.

MR. LA FIANDRA: Shopping center.

CHAIR: Thank you.

MR. LA FIANDRA: Do you know if the zoning plan in the case that's reflected in Exhibit 18 determined the parking on the basis of it being a shopping center?

CHAIR: If I can, you said Exhibit 18?

MR. LA FIANDRA: Pardon me, I meant Exhibit 14, thank you.

CHAIR: Thank you.

MR. MATZ: I could not say it was, I, I, I doubt that when they did this calculation they actually said okay, this is a shopping center, so it's got some other requirements other than what all the uses were.

BOARD: So, --

MR. MATZ: In fact, if you look at the uses, it's, you know, retail, so many spaces, so, your, your question, I don't know what the people who prepared the plan did, but it appears that they just used the, the various uses, determined how many spaces were required for each use.

MR. LA FIANDRA: With reference to your, the zoning chart that you prepared for parking calculations.

MR. MATZ: Yes.

CHAIR: Exhibit 11.

MR. LA FIANDRA: Exhibit 11. Do accessory uses need to have parking associated with them?

MR. MATZ: No, not for a church.

MR. LA FIANDRA: And why is that?

MR. MATZ: That's the, that's what, the way it's written in the zoning regulations.

MR. LA FIANDRA: And --

CHAIR: Are you saying that they're excluded under the BCZR or are you saying that there is an absence of reference in the BC --

MR. MATZ: There's an absence of reference to it.

CHAIR: Thank you.

MR. LA FIANDRA: What's the parking requirement for the Seoul Spa/Gym?

MR. MATZ: Forty-nine.

MR. LA FIANDRA: And how do you determine that?

MR. MATZ: The fire department has a sign up saying maximum capacity forty-nine.

MR. LA FIANDRA: And is there a provision in the zoning regulations that says that if the fire department limits the occupancy, that you then get a reduction in parking?

MR. MATZ: I don't know if there's a, I don't know if there's a provision, no, I do not.

MR. LA FIANDRA: Within the context of your expertise in zoning, would that be something that you would typically go for a variance for?

MR. MATZ: I don't know. I, I didn't think about

that.

MR. LA FIANDRA: Would that be --

MR. MATZ: I mean, if it's, if you can only have forty-nine people in there, you would think the most there could be is forty-nine cars.

MR. LA FIANDRA: Well, that might be a unique circumstance attendant to the property and perhaps the Zoning Commissioner or the Administrative Law Judge should have an opportunity to examine that for a variance. Now, pardon me, I didn't hear your answer but was there an answer after my last question?

MR. MATZ: No.

MR. LA FIANDRA: Okay. The, there seemed to have been some confusion on the parking provided and required as, as reflected in your, in the exhibit (inaudible) so I'd like to go over that.

MR. MATZ: Okay.

MR. LA FIANDRA: So, the, the two beauty shops that are in suite 2030 and 2036.

MR. MATZ: Yes.

MR. LA FIANDRA: They generate, according to your report, your analysis, a total of eleven spaces?

MR. MATZ: Right.

MR. LA FIANDRA: Okay and that's shown at the top of the page and that's not crossed out?

MR. MATZ: Correct.

MR. LA FIANDRA: Okay. The church, how large is the church within the building?

MR. MATZ: Well, it's slated to be fifteen hundred seats when it's built.

MR. LA FIANDRA: Do you, do you know what the square footage of the church is?

MR. MATZ: No.

MR. LA FIANDRA: Okay. The, the vacant first floor suites, is that part of the church now?

MR. MATZ: Yes.

MR. LA FIANDRA: And all these other accessory uses, are they accessory to the beauty shop, the church or what?

MR. MATZ: No, all, all the other uses are the church and that's, this is my opinion after going inside the building and looking at the signs and all the other areas that were inside the mall, inside the, the building, with signs up on every single one showing a church use.

MR. LA FIANDRA: Now, if the first plan that was approved in 1988 identified individual uses, why would you not identify individual uses within the building for all those things that you showed in Exhibit 13, pardon me, Exhibit 12?

MR. MATZ: Because they are accessory to the church.

MR. LA FIANDRA: Okay. What is, what is an accessory use?

CHAIR: You mean, accessory use for a religious building?

MR. LA FIANDRA: No, what is the definition in the zoning regulations of an accessory use?

MR. MATZ: I don't have it in front of me.

MR. LA FIANDRA: And --

MR. MATZ: But I typically, I, I've been doing it for a long time, I, an accessory use is not a principal use.

MR. LA FIANDRA: Is it possible to have multiple principal uses on the same lot?

MR. MATZ: Yes. But in this case I would say that if the entity or the use that's in the building is under the auspices of the church, like adoptive services or anything else, the thinking of the accessory use is that if a church has fifteen hundred seats and you have a church service on a Sunday, which, you know, three hundred and seventy-five cars come and park, then that is the main use and then that's the principal use and the other uses, which are accessory, would have less, less parking required.

MR. LA FIANDRA: Would it surprise you to know that the definition of an accessory use in the Baltimore County zoning regulations, Section 101.1, is an accessory use or structure is a use or structure which is customarily incidental and subordinate to and serves a principal use or structure, is subordinate in area, extent or purpose to the principal use or

structure, is located on the same lot as the principal use or structure served and contributes to the comfort, convenience or necessity of occupants, business or industry in the principal use or structure served except that where specifically provided in the applicable regulations, accessory off street parking need not be located on the same lot and then it, the definition continues with regard to a building, relating to use --

MR. MATZ: That sounds reasonable. That sounds what accessory use is.

MR. LA FIANDRA: Okay. So, then, if the church were to have a restaurant associated with it, would that be --

MR. MATZ: I, I think it does. One of the signs actually said the café so, yes.

MR. LA FIANDRA: So, is a café --

MR. MATZ: That's accessory.

MR. LA FIANDRA: -- customarily incidental to and subordinate to --

MR. MATZ: Yes, there are a lot of churches that have a little café.

CHAIR: Let, let's, let's do this, let's wait for the question to finish before we start answering so we don't talk over one another. Were you done with your question?

MR. LA FIANDRA: Yes.

CHAIR: Okay and we have the answer. He said yes it was incidental.

MR. LA FIANDRA: Yes. Now, how can you tell that the accessory uses are subordinate in size and scope to the principal use if you don't know the square footage of the principal use?

MR. MATZ: I'm not sure.

MR. LA FIANDRA: Okay. The, I'm, may I approach the board?

CHAIR: Of course. Just, please keep in mind, when speaking to turn toward the microphones so that your question is captured for the record. In other words, --

MR. LA FIANDRA: Yes.

CHAIR: -- don't face the board with your question, face the Board and the witness with the question.

MR. LA FIANDRA: I lost track of the exhibit number. I'm referring to the CRG plan that was Exhibit 15?

BOARD: Fifteen.

BOARD: Fifteen.

CHAIR: Thank you.

MR. LA FIANDRA: Mr. Matz, I see that there are gray areas within the lot one, which you've identified with green marker. What are these gray areas?

MR. MATZ: I think, at some point, there was a thought to lease the --

BOARD: Speak up, please.

MR. MATZ: I, I think at some point there was a plan

to lease additional areas to the North American Trade School but they didn't do it on the left side, they only did it on the right side.

MR. LA FIANDRA: Now, if you were to take that, how many spaces are in that area?

MR. MATZ: I don't know exactly because --

CHAIR: With, hold on. For the record, when you say that area --

MR. LA FIANDRA: Pardon me.

CHAIR: -- we have to capture it. It is the left side of the property as depicted on Exhibit 15, within the green outline.

MR. LA FIANDRA: That's correct. Thank you. Perhaps if you approach the board you, it will refresh your memory.

MR. MATZ: I don't know if we have it there.

CHAIR: Mr. Matz, same, same, same instruction in terms of your answer.

MR. MATZ: Yes.

CHAIR: Please direct it towards --

MR. MATZ: There were three hundred and fifty spaces shown on that plan. On the left side of the JCPenney building, or the west side.

MR. LA FIANDRA: So, the left side is the west side?

MR. MATZ: West side.

MR. LA FIANDRA: The east side is the right side and

you had previously testified that there are two hundred and fifteen spaces in the gray area.

MR. MATZ: Yes.

MR. LA FIANDRA: On the east side, which is the right side?

MR. MATZ: Yes.

MR. LA FIANDRA: Okay. Your parking calculation says there's seven hundred and eighty-eight spaces in lot one.

MR. MATZ: Which is the entire lot.

CHAIR: I'm sorry, what was that answer?

BOARD: Which is the entire lot.

MR. MATZ: Which is the entire lot one.

CHAIR: Thank you.

MR. LA FIANDRA: Perhaps I'm not understanding --

MR. MATZ: Everything within the green.

MR. LA FIANDRA: Everything within the green, I want to be clear for the record. Perhaps if you approach the board, this will be, refresh your memory.

CHAIR: You're looking at 6-B.

MR. LA FIANDRA: 6-B, oh, that's right, let me change that so that you have a clear view. So, with reference to 6-B, if you could recount the number of parking spaces available to both the church, --

MR. MATZ: Well, yeah, (inaudible) you're right, the church --

CHAIR: Mr. Matz, please turn this way.

MR. MATZ: The church is seven hundred and eighty-eight and the auto body is fifty-five.

MR. LA FIANDRA: Now, --

MR. MATZ: So, that's a total of eight forty-three.

MR. LA FIANDRA: -- to be clear for the record, we're referring to 6-B and 6-B says, identifies the area where the Geico Auto Body Shop within the blue, as Parcel B, Lot 4, is that correct?

MR. MATZ: Yes.

MR. LA FIANDRA: And it identifies the Seoul Plaza building, which is now the Set the Captives Free Church, on Parcel B, Lot 1, is that also correct?

MR. MATZ: Yes.

MR. LA FIANDRA: Okay and all together, there are eight hundred and forty-three parking spaces, is that correct?

MR. MATZ: Right, within the green area.

MR. LA FIANDRA: And on the west side, you've identified three hundred and fifty parking spaces in gray for a reason that we're not sure.

MR. MATZ: Well, at the time when we did this plan, there, there was a possibility that there was going to be another lease.

MR. LA FIANDRA: So, is that other lease --

MR. MATZ: No, that didn't happen.

MR. LA FIANDRA: If I may just finish my question. That's, so you've shown that on Exhibit 15, which is the proposed refined CRG plan. Is that gray area on the west or left side of three hundred and fifty spaces, intended to be included separately from the other parking spaces otherwise available on the site, on the CRG plan that you intend to have approved?

MR. MATZ: No.

BOARD: So, it's part of the eight hundred and forty-three?

MR. MATZ: Yes.

CHAIR: Mr. Kotroco?

MR. KOTROCO: Just to be clear, that never happened.

MR. MATZ: Yeah, it never happened.

MR. KOTROCO: Yeah.

CHAIR: I think that Mr. La Fiandra is asking why it was --

MR. MATZ: Why it's gray.

MR. KOTROCO: Yeah.

CHAIR: -- marked in gray.

MR. KOTROCO: Right.

CHAIR: And what the intent was --

MR. KOTROCO: At the time.

CHAIR: -- and I think it was established that is not the plan moving forward.

MR. KOTROCO: Right.

CHAIR: Is that a fair assessment of what you recall?

MR. LA FIANDRA: That is, those were my questions and those were his answers.

CHAIR: Okay.

MR. LA FIANDRA: Yes.

CHAIR: Okay.

MR. KOTROCO: Right.

MR. LA FIANDRA: To, to your knowledge, is there any of those, aside from the two hundred and fifteen parking spaces, are there any of the eight hundred and forty-three parking spaces that anyone else is entitled to park on?

MR. MATZ: As far as I know, there's no other leases for parking.

MR. LA FIANDRA: Would that change the number of parking spaces available if, if there was --

MR. MATZ: Yes.

MR. LA FIANDRA: It would?

CHAIR: Please let him again, finish the question. But, yeah, I know you knew where it was going but still.

BOARD: Just one second (inaudible).

CHAIR: I mean, let's just make the question clear for the record. A question came up as to the parking spaces on the left side of the area within the green. That, parking spaces there, I think, were identified as three hundred fifty.

That three hundred fifty number is included within your parking calculations --

MR. MATZ: Yes.

CHAIR: -- total spaces of eight hundred forty-three --

MR. MATZ: Yes.

CHAIR: -- and seven eighty-eight per, for lot one.

MR. MATZ: For lot one, yes.

BOARD: Okay.

MR. LA FIANDRA: Staying with this for a moment, the, under the Baltimore County zoning regulations, do you need any parking for vacant space?

MR. MATZ: For vacant space?

MR. LA FIANDRA: For vacant space.

MR. MATZ: Not that I know of.

MR. LA FIANDRA: Okay. Does a trade school generate a parking requirement under the Baltimore County zoning regulations?

MR. MATZ: Possibly.

MR. LA FIANDRA: Is the North American Trade School, a trade school under the Baltimore County zoning regulations?

MR. MATZ: I'm sorry, is it what?

MR. LA FIANDRA: Is the North American Trade School, which is the organization --

MR. MATZ: Yes.

MR. LA FIANDRA: -- that you've identified on your parking chart, which leases two hundred and fifteen spaces on lot one, Parcel B, Lot 1, do, is that a trade school under the Baltimore County zoning regulations?

MR. MATZ: I believe it is, yes.

MR. LA FIANDRA: Okay and so now, if you take the eleven spaces that's generated by the beauty school --

CHAIR: By the two beauty hair salons.

MR. LA FIANDRA: The, the two beauty shops.

CHAIR: Right.

MR. LA FIANDRA: And you add, we established three hundred and seventy-five spaces that are required for the church.

MR. MATZ: Yes.

MR. LA FIANDRA: So, you get a total parking requirement on Lot 1 of three hundred and eighty-six spaces?

MR. MATZ: Yes.

CHAIR: Well, and I (inaudible), I'm looking at Exhibit 11.

MR. LA FIANDRA: Yes.

CHAIR: You're talking about the first floor, because there is a second floor.

MR. MATZ: First floor.

MR. LA FIANDRA: Oh, yeah, yes, thank you very much for clearing that. And then the second floor, we've got the

Seoul Spa/Gym. What is, what is the parking requirement for a health club under the Baltimore County zoning regulations?

MR. MATZ: I don't have it in front of me.

MR. LA FIANDRA: Would it surprise you to think, to know that it's ten spaces --

MR. MATZ: I believe it is ten spaces.

MR. LA FIANDRA: -- per one thousand?

MR. MATZ: Yeah.

MR. LA FIANDRA: Square feet? And the, the size of the Seoul Spa/Gym is eighteen thousand six hundred and twenty-one square feet?

MR. MATZ: Yes.

MR. LA FIANDRA: Would that, would that generate a parking requirement of a hundred and eighty-seven parking spaces?

MR. MATZ: Yes.

MR. LA FIANDRA: And you can point to no authority that says that if the fire department limits your occupancy, then you get a special dispensation for parking?

MR. MATZ: I, correct.

MR. LA FIANDRA: Okay. So, that, the, then we have the trade school. Do you have your exhibit before you?

MR. MATZ: Yes.

MR. KOTROCO: Can I object for one moment? I want to make sure the record is clear that the trade school is not

located on our property. The trade school is located in another building on the, on the mall but --

CHAIR: The school itself, but the parking --

MR. KOTROCO: Right, the school itself.

CHAIR: -- so the parking spaces are within --

MR. KOTROCO: Yes.

CHAIR: -- the designated, or the identified or subject property.

MR. KOTROCO: Yes.

CHAIR: But the school, I guess, the building and all the other stuff that goes on with the operations otherwise, are located in the adjacent property or --

MR. KOTROCO: Yes.

CHAIR: -- nearby property.

MR. LA FIANDRA: Well, I actually had a disagreement on that point.

CHAIR: Well, maybe we should explore that then so I'm going to, at the moment, overrule the objection so Mr. La Fiandra can explore that.

MR. LA FIANDRA: Thank you.

CHAIR: Yeah.

MR. LA FIANDRA: The, what happens within that fenced area? The fenced area that you pointed out in your Exhibit 10, what happens --

MR. MATZ: The trucks maneuver and teachers teach

truck drivers how to park trucks and maneuver trucks.

MR. LA FIANDRA: Have you seen that happen?

MR. MATZ: Yes.

MR. LA FIANDRA: Does that sound to you like the operation of a trade school?

MR. MATZ: It does to me. The truck driver training would be a trade school in my opinion.

MR. LA FIANDRA: Does that mean that the trade school is located within the fenced area?

MR. MATZ: No, it's just their parking area. I mean, their training area.

MR. LA FIANDRA: They're conducting training.

MR. MATZ: Yes.

MR. LA FIANDRA: Is that a school activity?

MR. MATZ: Yes.

MR. LA FIANDRA: Okay. So, I'm looking at your exhibit number eleven, and at the bottom it says total required, pardon me, about two, two-thirds of the way down from the top, it says total required parking for Parcel B, Lot 1, six fifty.

MR. MATZ: Right.

MR. LA FIANDRA: That includes the two hundred and fifteen spaces to the trade school.

MR. MATZ: Yes, yes.

MR. LA FIANDRA: Or to the --

MR. MATZ: To the trade school, yeah.

MR. LA FIANDRA: And the forty-nine spaces for the Seoul Spa?

MR. MATZ: Yes.

MR. LA FIANDRA: And the three hundred and eighty-six spaces for the first floor of Lot 1, the first floor of the church building?

MR. MATZ: Yes.

MR. LA FIANDRA: All right and the number of parking spaces that are actually available to park on Lot B 1, you identify as five hundred and seventy-three, or it --

MR. MATZ: No, --

MR. LA FIANDRA: -- I, I don't mean to put the words in your mouth. Is that what, is that what this chart says?

MR. MATZ: No, total available is five seventy-three, less the leased area, yes.

MR. LA FIANDRA: Less the leased. So, if you were to take the leased area out, what would be the requirement for the other uses?

CHAIR: Wait a minute. Let's just make sure we're talking about the same thing. Is the five seventy-three, as I understood it, removed the leased area already, which is why I have confusion over your question.

MR. LA FIANDRA: Oh.

CHAIR: Because it had seemed that it already, it

already had factored in what you just asked to factor in.

MR. LA FIANDRA: I meant, I must have not understood the answer or the facts, so perhaps I can go over it again.

CHAIR: Yeah, let's make sure that everything is clear on that.

MR. MATZ: Yeah, let's make sure I'm answering the question that you're asking.

MR. LA FIANDRA: Okay. So, we get three hundred and eighty-six spaces on the first floor of Lot 1.

MR. MATZ: Right. Forty-nine.

MR. LA FIANDRA: Forty-nine on the second floor of Lot 1.

MR. MATZ: Right.

MR. LA FIANDRA: And you have a, perhaps this is another way of doing this. You have eight hundred and forty-three parking spaces altogether on Lot, Parcel B, Lot 1 and 4.

MR. MATZ: Correct.

MR. LA FIANDRA: Eight hundred and forty-three. And we know that two hundred and fifteen of them are to the trucking establishment.

MR. MATZ: Correct. That would be six hundred and twenty-eight spaces.

MR. LA FIANDRA: Six hundred and twenty-eight spaces.

MR. MATZ: Total, right?

CHAIR: Right.

MR. LA FIANDRA: And then you have fifty-five of those spaces within Parcel B, Lot 4, which is the area shown in blue?

MR. MATZ: Correct.

MR. LA FIANDRA: Fifty-five spaces.

CHAIR: Leaving five seventy-three.

MR. MATZ: Leaving five seventy-three.

MR. LA FIANDRA: Leaving five seventy-three, okay. So, we have a common understanding.

CHAIR: Right.

MR. LA FIANDRA: Of what's (inaudible). And those are spaces that are actually available to park on?

MR. MATZ: Yes.

MR. LA FIANDRA: Okay.

MR. MATZ: In, in, for the church.

MR. LA FIANDRA: For the --

MR. MATZ: For the church, for parcel, Lot 1.

MR. LA FIANDRA: Yes, and, thank you. Is a banquet center typically in a, an accessory use to a church?

MR. MATZ: There are churches in, yes, definitely.

MR. LA FIANDRA: Okay.

MR. MATZ: Every synagogue I go to has a banquet facility in it. Most churches have some kind of banquet facility.

MR. LA FIANDRA: Okay. What role does the

Administrative Law Judge play in the refinement of a CRG plan?

MR. MATZ: That's a good question. I believe that the Administrative Law Judge can approve a refinement to a plan if it's brought before him in, in lieu of this actual CRG meeting, so.

MR. LA FIANDRA: Is there a provision of code that you're thinking of that would get him there?

MR. MATZ: I'm not sure.

MR. LA FIANDRA: Okay.

MR. MATZ: But that has been practiced, so.

CHAIR: I'm sorry?

MR. MATZ: That has been practice, that, --

CHAIR: You have had occasions where --

MR. MATZ: Yes.

CHAIR: -- you personally have gone through that process where instead of going through a CRG panel you went through the ALJ for approval for refinement?

MR. MATZ: For a development hearing for refinement of a development plan or an amendment of a development plan or amendment of a CRG plan, yes.

MR. LA FIANDRA: So, let's, if I may?

CHAIR: No, go ahead.

MR. MATZ: So, I mean, you're asking if a, if a, if a, I think you can, yes.

MR. LA FIANDRA: So, we've talked about a CRG plan.

Is that different from what you just called a development plan?

MR. MATZ: The process was different, correct.

MR. LA FIANDRA: Now, in the plan by which a, in the process by which a development plan is approved, does the Administrative Law Judge have a role?

MR. MATZ: Yes.

MR. LA FIANDRA: And what's his role in that?

MR. MATZ: He grants the approval, his opinion is the approval of the development plan.

MR. LA FIANDRA: So, he has, does he have a hearing to establish that?

MR. MATZ: He has a hearing, yes, he does have a hearing to establish that. But there are also development plans that do not go through hearings and, which, so if you needed to amend that plan, you could go in front of the hearing officer as well.

CHAIR: Are you talking about ones for, that are exempted?

MR. MATZ: Yes, exemption plans.

CHAIR: So, just to be clear, because I --

MR. MATZ: You could go through the Development Review Committee or you could go in front of a hearing officer.

CHAIR: So, just to be clear, because we're talking about three, I'll, I'm just going to say, three different --

MR. MATZ: I mean, you're asking me the process --

CHAIR: Hold on, hold on, hold on. We're, I, I'm going to call it processes. We're talking about the CRG process, we're talking about going through Development Review Committee or the ALJ, depending on whether there's an exemption under the development process, correct?

MR. MATZ: Yes, yes.

CHAIR: So, I believe Mr. La Fiandra's question was on, if it's a CRG plan, have you had occasion for where the ALJ can approve the refinement of a plan in lieu of a CRG meeting?

MR. LA FIANDRA: That was actually not my question.

CHAIR: That was not your question. Then I wrote it down wrong. So, I'm sorry.

MR. LA FIANDRA: My question was, what role does the Administrative Law Judge play in the refinement, he, he was offered and accepted as an expert in development --

CHAIR: I'm not arguing with your question, it's just, wanted to make sure we have it clear.

MR. LA FIANDRA: So, the question was, what role, within the context of his expertise in the development regulations, what role does the ALG, ALJ play in the refinement of a CRG plan?

CHAIR: Thank you.

MR. LA FIANDRA: And I think he answered that.

CHAIR: Okay.

MR. MATZ: Yeah.

CHAIR: And then I asked what his personal experience with --

MR. LA FIANDRA: That's right.

CHAIR: -- with that, so.

MR. MATZ: I can't remember a CRG plan where I actually went to a hearing and had it refined, but I believe it is accepted practice that you could.

CHAIR: So, it, so leaving aside your personal experience with it, it would be your opinion that that --

MR. MATZ: My opinion is that, yes, an ALJ would, would rule on it and could approve the amended CRG plan.

MR. LA FIANDRA: Can you, --

CHAIR: Thank you.

MR. LA FIANDRA: Can you offer the name of a case by which the ALJ --

MR. MATZ: Have, have not looked it up, no.

MR. LA FIANDRA: Even a property or type of development where the ALJ, that you're aware of, that the ALJ has approved a refinement to a CRG plan?

MR. MATZ: No, I have not researched that.

MR. LA FIANDRA: Would it surprise you to know that the Baltimore County Development Review Policy Manual does not contain a provision for the ALJ to rule on a refinement to a CRG plan?

MR. MATZ: It would not surprise me.

MR. LA FIANDRA: Okay.

CHAIR: I'm sorry, what was that? The policy manual?

MR. LA FIANDRA: The Baltimore County Development Management Policy Manual.

CHAIR: Right.

MR. LA FIANDRA: Is part of the Code of Baltimore County Regulations.

CHAIR: Um hm. And it does not allow an ALJ to do that?

MR. LA FIANDRA: There is no provision that allows an ALJ to do that.

CHAIR: So, again, --

MR. LA FIANDRA: For a CRG plan.

CHAIR: -- is that, is that expressly excluded or is it, or is it absence?

MR. LA FIANDRA: There is another process by which that is done.

CHAIR: And that's specified within the policy manual?

MR. LA FIANDRA: Yes, that is correct.

CHAIR: And if you're, are you referring to something in particular within the policy manual?

MR. MATZ: Yes. I was going to have a different witness testify to that.

CHAIR: Okay, then we'll hold that. We'll hold that

and let Mr. Kotroco, whatever he needs to do, if anything, in response, that's fine.

MR. LA FIANDRA: Thank you.

CHAIR: I just wanted to make sure whatever it is that we're referencing the same thing and for purposes of the record, --

MR. LA FIANDRA: Yes.

CHAIR: -- to make sure that we know what was being discussed here today.

MR. LA FIANDRA: Are you, thank you very much, Your Honor. Are, are, are you aware of the Baltimore County Development Review Policy Manual?

MR. MATZ: Yes.

MR. LA FIANDRA: And you refer to it from time to time?

MR. MATZ: Yes.

MR. LA FIANDRA: Okay.

MR. MATZ: Did not look up that particular section.

MR. LA FIANDRA: Pardon me, bear with me. Oh, there was, on your photos --

CHAIR: You have two sets of photos.

MR. LA FIANDRA: Yes.

CHAIR: Exhibits 10 and Exhibits, Exhibit 12.

MR. LA FIANDRA: Exhibit 12. I just want it to be clear for the date. I think that you had said that you were on

the, you went to the property on Sunday.

MR. MATZ: Sunday.

MR. LA FIANDRA: Which I believe was the 6th.

MR. MATZ: Right, and I went yesterday. These were taken on Monday, yesterday, the 7th.

MR. LA FIANDRA: Now, the, I'm pointing your attention to the photos, do you have them before you?

MR. MATZ: Yes.

MR. LA FIANDRA: Do you see that the date on the bottom of the photos says December 27th?

MR. MATZ: That's from my camera, yes.

MR. LA FIANDRA: Okay. But it was, they were --

MR. MATZ: Yeah, it was yesterday, I took them yesterday.

MR. LA FIANDRA: Okay.

CHAIR: And just to be clear, yesterday would be January 7th, 2019.

MR. LA FIANDRA: Right, thank you.

CHAIR: Right.

MR. LA FIANDRA: Thank you.

MR. MATZ: I'm somewhat challenged in my camera (inaudible).

MR. LA FIANDRA: Does the presence of the beauty shop, the two beauty shops, and the North American Trade School, whatever use it is, on the property interfere with the

church's tax exempt status?

MR. KOTROCO: Objection. The same objection he raised. He's not a tax expert or a religious expert.

CHAIR: Well, I mean, we, he did testify to this on direct, that he had a familiarity with that issue, presumably from a discussion he had with various church members. So, I believe it's fair for, fair game for cross examination.

MR. KOTROCO: Okay.

CHAIR: So, I'll overrule the objection.

MR. MATZ: Yeah, and that would, that would have to be determined from some percentage, I guess, the State Department of Assessment and Taxation would have to look at it.

MR. LA FIANDRA: Okay.

MR. MATZ: And could present a problem. And that's assuming they stay, in which I don't know.

BOARD: It's not so much a problem as it is an issue that needs resolution.

MR. MATZ: Right.

MR. LA FIANDRA: That's, I don't have any other questions.

CHAIR: Okay. Mr. Kotroco, do you have any re-direct?

MR. KOTROCO: Just, just a couple. Mr. Matz, you and I are working on a project called Mardela Run on Offitt Road with the Mann family, you remember that project we're working

on?

MR. MATZ: Yes.

MR. KOTROCO: And we were, had been instructed to go before Judge Beverungen as a re, a reconvening of the CRG, you remember that?

MR. MATZ: Yes.

MR. KOTROCO: And that's one case that we'll be going back.

MR. MATZ: That is true.

MR. KOTROCO: Okay. You forgot that one?

MR. MATZ: I forgot that one.

MR. KOTROCO: That's okay. That's why I'm here.

MR. MATZ: It's actually, hopefully, coming up in the next couple of months.

MR. KOTROCO: Okay. The trade school, the trade school itself, the classroom, the school, is not located on our property, is that right?

MR. MATZ: Correct. Their offices are to the west of, they have another training center also to the, just to the west on the, on the, in the shopping center.

MR. KOTROCO: Okay. To be --

MR. MATZ: And their offices are over there.

MR. KOTROCO: Okay. To be certain, the three hundred and fifty parking spaces on the left side of our building, the west of our building, never happened and were never --

MR. MATZ: Never, never happened. And at the time when we did the plan, there was some intent to possibly do that.

MR. KOTROCO: That was a mistake. It would have been better for you not to show it.

MR. MATZ: And then, right, and they also didn't know that they were going to have the church as the buyer at the time, exactly.

MR. KOTROCO: Okay.

MR. MATZ: So, it was, it was influx.

MR. KOTROCO: Okay. Well, that's fair enough --

MR. MATZ: I mean, they were negotiating with the church, but they hadn't sealed the deal so they were trying to get income from the property and --

MR. KOTROCO: When you calculate parking spaces for a trade school, you base it on the square footage of the school building, is that right?

MR. LA FIANDRA: Excuse me, I'm going to object to the question.

CHAIR: Hold on, Mr. Kotroco. Mr. La Fiandra?

MR. LA FIANDRA: I'm going to object to the question. He already testified that he, he doesn't know the basis of parking for a trade school.

MR. KOTROCO: That's not my question.

CHAIR: I guess we'll find, I, yeah, well.

MR. LA FIANDRA: But that, that was my question. I asked him that question earlier and he said he didn't know how to calculate the parking for a trade school.

CHAIR: Well, that would be more of a matter of cross examination, again, as opposed to an, an objection. So, I'll overrule the objection, you can ask your, which Mr. Kotroco says is not his question in any event, --

MR. KOTROCO: I don't think it was that --

CHAIR: -- so let's listen to Mr. Kotroco's question first, then we'll figure out where that takes us.

MR. LA FIANDRA: Thank you.

MR. KOTROCO: When you calculate the parking requirement for a trade school, do you base it on the square footage of the building within which the trade school is located?

MR. MATZ: No.

MR. KOTROCO: Where, what do you base it on?

MR. MATZ: Typ, typically, you base it on the number of students and the teachers, actually.

MR. KOTROCO: Okay, okay. So, it's based on students then?

MR. MATZ: Most schools are based on the teachers, number of teachers.

MR. KOTROCO: Okay.

MR. MATZ: But I, again, I don't have it in front of

me, I would usually refer to Section 409 of the zoning regulations to look it up.

MR. KOTROCO: Okay, fair enough. All right. The forty-nine parking spaces for the spa, the spa is under a lawful order from the fire department that they can't exceed forty-nine, is that right?

MR. MATZ: That is correct.

CHAIR: Hold on, Mr. Kotroco. Mr. --

MR. LA FIANDRA: Pardon me, I didn't mean to --

CHAIR: No, that's fine.

MR. KOTROCO: Okay.

CHAIR: Sorry. So, your, the answer was?

MR. MATZ: They cannot exceed forty-nine spaces.

MR. KOTROCO: Forty-nine people.

MR. MATZ: Forty-nine occupants and we interpreted that to be one per the most, at forty-nine people, everyone had a car.

CHAIR: Right.

MR. MATZ: That would be forty-nine spaces.

CHAIR: You're not expecting people to arrive in two cars at the same time.

MR. MATZ: It could be, but let's assume that they all come separately.

CHAIR: Understood.

MR. MATZ: The worst case would be forty-nine cars.

MR. KOTROCO: I understood your question.

CHAIR: Yes.

MR. KOTROCO: Okay. He didn't catch that. Mr. Matz, when you mentioned the accessory to a church in your chart that you did for parking, the accessory part was most churches have pastoral counseling offices at their church, is that right?

MR. MATZ: Yes.

MR. KOTROCO: And they might have marriage counseling?

MR. MATZ: Yes.

MR. KOTROCO: And they might have a fellowship hall where people can meet?

MR. MATZ: Yes.

MR. KOTROCO: Okay. That's what you meant by accessory to the main Set the Captives Free Outreach Center?

MR. MATZ: The main sanctuary.

MR. KOTROCO: Right.

MR. MATZ: Typically, in the zoning regulations, the main sanctuary is referred to as the one for every four seats, one space for every four seats.

MR. KOTROCO: Right, right.

MR. MATZ: And then the rest of the uses, as long as they're under the auspices of the church.

MR. KOTROCO: Right.

MR. MATZ: Are accessory.

MR. KOTROCO: Okay, all right. No further questions.

MR. LA FIANDRA: The, the Mann project that you just testified to, can you tell us --

MR. MATZ: Mardela Run?

MR. LA FIANDRA: What was it called?

MR. MATZ: Mardela Run.

MR. LA FIANDRA: When did that case come before the Administrative Law Judge?

MR. MATZ: I don't, I don't have it in front of me but if it was a CRG, it was at least twenty-five years ago, probably, or twenty years ago.

MR. LA FIANDRA: Re, recent, more recent has, has that case been, Mr. Kotroco asked you a question --

MR. MATZ: Yes.

MR. LA FIANDRA: -- about that case.

MR. MATZ: Yes.

MR. LA FIANDRA: And if I understood him correctly and your answer, he refreshed your memory to the case --

MR. MATZ: Yes, the original plan was a CRG plan and we, we need to amend it to add twelve or thirteen lots.

CHAIR: If, if I can, we're, I think, correct me if I'm wrong, if I'm, what I'm hearing is you're saying the original plan was about twenty-five, thirty years ago, you're asking when is it scheduled to be come up, come in front of the ALJ, so we're talking about two different things it sounds like

at this point.

MR. MATZ: What's your question, I'm sorry?

MR. LA FIANDRA: Has that case been heard by the ALJ as a result of whatever conversations you and Mr. Kotroco had with whomever recently?

MR. MATZ: No, it has not been heard yet.

MR. LA FIANDRA: So, that case has not been heard by the Administrative Law Judge yet?

MR. MATZ: Correct.

MR. LA FIANDRA: Who told you to bring it to the Administrative Law Judge?

MR. MATZ: Administrative Law Judge and Arnold Jablon.

MR. LA FIANDRA: Were you present in the meetings when that happened?

MR. MATZ: I was not. Mr. Kotroco was.

MR. LA FIANDRA: Okay. Do you know that, do you know when the, the, the first plan that was approved under the development regulations for this site was approved?

MR. MATZ: No.

MR. LA FIANDRA: Are you sure that it was under the CRG process?

MR. MATZ: I'm not a hundred percent sure, no, because I don't, I haven't seen the plan.

MR. LA FIANDRA: Are you aware that the Baltimore

County development regulations state that an amendment to a previously approved plan should be reviewed and approved in the same manner as that which it was originally approved?

MR. MATZ: Yes.

MR. LA FIANDRA: And so, if this plan was under any other process besides the CRG process, it would have to come in under that process, is that correct?

MR. MATZ: In general, yes. However, in this particular situation, since the County processed a first amended CRG plan, a second amended CRG plan, a third amended CRG plan, and a fourth amended CRG plan, it certainly would be reasonable to infer that to amend it, you would need to do a fifth CRG plan. But you have some point there, but --

CHAIR: Well, let's just keep to the questions and answers, so.

MR. LA FIANDRA: But that's all I have for this witness, thank you.

MR. KOTROCO: Nothing further.

CHAIR: Okay. Thank you, Mr. Matz.

MR. MATZ: Thank you.

CHAIR: All right. We are at 12:27-ish. Mr. Kotroco, it's still your case, so what do you --

MR. KOTROCO: Yeah, no further witnesses.

CHAIR: So, you would, you would rest your, end of the case?

MR. KOTROCO: Yes.

CHAIR: Okay. Now, Mr. La Fiandra, we discussed earlier about you reserving your opening. But also your case, what do you wish to do in terms of proceeding?

MR. LA FIANDRA: I would like to break for lunch, could take a short lunch and then come back. However long the Board would like.

CHAIR: Mr. Kotroco?

MR. KOTROCO: That's fine by me.

CHAIR: Okay. How long do you think you need?

MR. LA FIANDRA: For lunch or my case?

CHAIR: Like forty-five minutes?

MR. LA FIANDRA: Sure.

CHAIR: Mr. Kotroco?

MR. KOTROCO: That's fine.

CHAIR: Mr. Evans? Ms. Dopkins? So, forty-five minutes it is. So, we'll just say 1:15, so we'll give you forty-seven minutes.

MR. LA FIANDRA: Great.

CHAIR: All right?

MR. KOTROCO: Okay, thank you.

MR. LA FIANDRA: Thank you.

CHAIR: Thank you, all. See you in forty-seven minutes.

(RECORDING PAUSED - 12:25:11 PM)

(ON RECORD - 01:22:18 PM)

CHAIR: All right. Where we left off, it was your case, Mr. La Fiandra.

MR. LA FIANDRA: Yes, certainly. Thank you very much.

CHAIR: Okay.

MR. LA FIANDRA: If I may, just a few comments before I present my witness.

CHAIR: Yes.

MR. LA FIANDRA: In the nature of an opening statement. Steve Warfield, who has testified before the Board before, although not any of you three, will be qualified as an expert in civil engineering and development, the development regulations (inaudible).

CHAIR: Have you discussed Mr. Warfield with Mr. Kotroco?

MR. KOTROCO: I'll stipulate to his expertise.

CHAIR: That's the purpose of --

MR. LA FIANDRA: Yes, that's great.

CHAIR: Yes, thank you.

MR. LA FIANDRA: Mr. Warfield's testimony will focus on two areas, the first is the number of spaces actually available for parking on Lot 1, Parcel B, Lots 1 and 4, so the overall number of parking spaces available to the area within the green. Mr. Warfield will also testify to the, the, the

processes that would typically need to be used to have a plan of this nature approved. And it won't surprise you to know that we think that there's a deficiency in the number of parking spaces and we're going to show that.

CHAIR: I had suspected that.

MR. LA FIANDRA: Thank you.

CHAIR: You might say that. And then I anticipate after Mr. Warfield, you will have --

MR. LA FIANDRA: I will have two (inaudible).

CHAIR: -- Mr. and Mrs. Supik. Okay.

(CELL PHONE RINGS)

CHAIR: So, that's a good reminder. Please, everyone, make sure your cell phones are off. Remember this is a courtroom, although we occasionally have to do things a little bit more informally than you would find in Circuit Court, District Court, it still must be according with the same type of respect and decorum. So, with that in mind.

BOARD: Mr. Warfield, do you swear and affirm under the penalties of perjury, that the testimony you are about to give is true and correct to the best of your knowledge and belief?

MR. WARFIELD: Yes.

BOARD: Would you state your name and address for the record, spelling your last name?

MR. WARFIELD: Sure. It's Stephen Warfield, and it's

actually with a P-H in the Stephen so that, you got to spell the first name too, unfortunately.

CHAIR: Thank you.

MR. WARFIELD: W-A-R-F-I-E-L-D and the firm name is Matis Warfield, Inc., and it's M-A-T-I-S and we are at 954 Ridgebrook Road, Suite 120 and that is in Sparks, Maryland 21152.

CHAIR: Okay. I understand that there's going to be a stipulation as to Mr. Warfield being an expert. What areas are you tendering him as an expert in?

MR. LA FIANDRA: Civil engineering, Baltimore County zoning regulations and the Baltimore County development regulations.

MR. KOTROCO: No objection.

CHAIR: Civil engineering, BCZR and zoning and development regulations. Right?

MR. LA FIANDRA: Yes.

CHAIR: Okay and I assume you have, you have a c.v. for him or anything?

MR. LA FIANDRA: I do. In fact, yes, thank you. I'll mark this as number one.

CHAIR: Would you hand to Mr. Kotroco first. And then this will be Exhibit 1 --

MR. LA FIANDRA: Yes.

CHAIR: -- for Protestants.

BOARD: Thank you.

CHAIR: Thank you. And actually, if you have two more --

MR. LA FIANDRA: I do.

CHAIR: Typically, we want to make sure that we have a, an exhibit copy, plus three others for the Board, plus whatever amount for attorneys who are attorneys of record in the case.

MR. LA FIANDRA: Sure. Now, Mr. Warfield, just to be clear. Are you the Warfield in Matis Warfield?

MR. WARFIELD: Yes, I am.

MR. LA FIANDRA: And how long have you owned Matis, (inaudible)?

MR. WARFIELD: Since 1994, November or somewhere around there.

MR. LA FIANDRA: Okay and very quickly, do you deal with the, you've been dealing with the Baltimore County zoning regulations and development regulations since that time in '94?

MR. WARFIELD: Yes.

MR. LA FIANDRA: Okay.

MR. WARFIELD: Even before that, but yes.

MR. LA FIANDRA: All right. Thank you very much.

CHAIR: And, Mr. Kotroco, are you all stipulating to Protestant's Exhibit 1? Or no objection thereto?

MR. KOTROCO: No objection to that, yes.

CHAIR: So, that would be admitted as well.

MR. LA FIANDRA: Thank you very much.

CHAIR: And Mr. Warfield will be received as offered.

MR. LA FIANDRA: Thank you very much. Mr. Warfield, have you had an opportunity to look at the, have you been down to the site?

MR. WARFIELD: Yes.

MR. LA FIANDRA: And have you had an opportunity to look at the parking situation out at the site within the green area?

MR. WARFIELD: Yes.

MR. LA FIANDRA: The, I'm showing you what I've shown Mr. Kotroco and I'm going to, four copies to the Board.

CHAIR: Thank you.

MR. LA FIANDRA: (inaudible) may I have the Board's number one copy for, to give to him? Thank you. It'll get back to you, thank you.

CHAIR: No, it's, as long as there's an extra copy for Mr. Evans, he can mark the copy he received as --

BOARD: Number two.

CHAIR: -- as Exhibit 2.

MR. LA FIANDRA: Mark this as number two. Do you, do you recognize this document?

MR. WARFIELD: Yes.

MR. LA FIANDRA: What is this document?

MR. WARFIELD: This is an easement agreement that I recorded in the Land Records for the North American Trade School use of the parking area.

MR. LA FIANDRA: And did you, have you seen this from the Land Records?

MR. WARFIELD: Yes.

MR. LA FIANDRA: And do you, have you had an opportunity to take a look at this?

MR. WARFIELD: Yes.

MR. LA FIANDRA: And what does this (inaudible)?

MR. WARFIELD: This sets up the area where the two hundred fifteen spaces are on Lot 1 as a lease area for North American Trading Schools to train their drivers.

MR. LA FIANDRA: Now, --

MR. WARFIELD: As well as, there's a, there's another area on the adjacent property that they, is in the fenced area as well, I think Mr. Matz testified to that too, but it's not part of that, this case.

MR. LA FIANDRA: Sticking with the two hundred and fifteen spaces, this, is it your testimony that this easement agreement, Petitioner, Protestant's number two, affects those two hundred and fifteen parking spaces?

MR. WARFIELD: Yes.

MR. LA FIANDRA: And in paragraph one at the bottom, item B, can you identify the, the uses for which this easement

is granted?

MR. WARFIELD: Sure.

MR. LA FIANDRA: You can read it.

MR. WARFIELD: Sure. It says, I don't, I'm not going to read the entire paragraph, but SS, SSH hereby grants and conveys (inaudible) easement over the parking area situation within the Burlington parcel for the operation of a training facility for truck drivers by NATS or appropriate use by another tenant of the owner of Blue Ocean.

CHAIR: And you're reading paragraph 1-B of Protestant's Exhibit 2?

MR. WARFIELD: Correct.

MR. LA FIANDRA: So, and you've been out to the site and those spaces are actually fenced off?

MR. WARFIELD: Correct.

MR. LA FIANDRA: So, nobody could park there?

MR. WARFIELD: Correct.

MR. LA FIANDRA: And have you seen the activity that occurs within the fenced area?

MR. WARFIELD: Yes.

MR. LA FIANDRA: Okay. Can you describe what you've seen?

MR. WARFIELD: Truck driver training.

MR. LA FIANDRA: And what --

MR. WARFIELD: Parking of trucks, when you said

nobody can park there, the truck, North American Trade School can park there. Okay?

MR. LA FIANDRA: The North American Trade School can park there, but are there, there, they're also conducting other activities?

MR. WARFIELD: In the two hundred fifteen space area?

MR. LA FIANDRA: Yes, yes.

MR. WARFIELD: Training.

MR. LA FIANDRA: What have you seen happen out there? Are they maneuvering trucks?

MR. WARFIELD: Yes.

MR. LA FIANDRA: Or backing them up, do you see lights on, what's, what's going on?

MR. WARFIELD: Maneuvering trucks, training the truck drivers.

MR. LA FIANDRA: Okay. (inaudible) two.

CHAIR: Any objection to Exhibit 2?

MR. KOTROCO: Is this the agreement? Yeah, no, no objection to the easement agreement.

MR. LA FIANDRA: Now, --

CHAIR: So admitted.

MR. WARFIELD: Would you like me to hand this back up to the Board?

CHAIR: Yes, please.

MR. WARFIELD: Thank you.

MR. LA FIANDRA: (inaudible) Exhibit 3.

CHAIR: Thank you.

MR. LA FIANDRA: And one for Mr. Warfield. Have you seen this, I'm marking this number three.

MR. WARFIELD: Um hm.

MR. LA FIANDRA: Have you seen this document before?

MR. WARFIELD: Yes, I have.

MR. LA FIANDRA: What does this do?

MR. WARFIELD: This is an easement agreement between SEC Square Holdings, SSH abbreviated and Blue Ocean Seoul Plaza, LLC and it's for parking on the west side in the gray shaded area on, can't remember the Petitioner's exhibit number, but the redline CRG plan.

CHAIR: Fifteen.

MR. LA FIANDRA: That's number fifteen.

MR. WARFIELD: And it's not exactly the gray area, but it's most of the gray area.

MR. LA FIANDRA: Where, what is SEC Holding?

MR. WARFIELD: SEC Holding is the owner of the adjacent property to the west and it's also to the north, it kind of wraps around.

MR. LA FIANDRA: And so, with reference to number fifteen, Petitioner's number fifteen, would that be immediately to the west where the movie theater building is and the, and the mall building?

MR. WARFIELD: Correct.

MR. LA FIANDRA: And that's what you mean when you say it wraps around the area in green?

MR. WARFIELD: Correct, because it is the main, the main mall, central piece of the mall is part of that lot and then it, it kind of wraps around a bunch of the other lots. But it basically wraps all the way around, kind of in a U, a horseshoe pattern, around the --

CHAIR: The movie theater?

MR. WARFIELD: -- the Seoul Plaza --

BOARD: Could, could you get up there and sort of --

MR. WARFIELD: Sure, sure, yes. So, --

CHAIR: Remember to project this way, please.

MR. WARFIELD: Yes. The, the Seoul Plaza lot is the green lot and the Security Square Holding is the main part of the mall, kind of the, the, the piece right down the middle, so you have the, you have the anchor stores on the, on the east Sears, on the north Macy's, on the west you have an anchor and then this central area here is Security Square Holdings. So, the lot runs all the way around and up in front of Macy's and then down and back and around the side here and this is, this is kind of the horseshoe area I'm talking about so the, the lot for Security Square Holdings runs kind of around the Seoul Plaza lot and then it also extends out and around the Macy's building. The Macy's building is kind of its own little island

lot in the middle here so it's a very unusually shaped lot, but it, it borders on the Seoul Plaza lot, this Lot 1, all the way around.

BOARD: And where does this easement, what, where, where does this easement impact the horseshoe?

MR. WARFIELD: Okay. So, this easement is on the west side, so the shaded here, was three hundred and fifty spaces.

BOARD: Um hm.

MR. WARFIELD: The easement area is one bay over from where the line is drawn on here. So, it doesn't include, there's, I think it's thirty and thirty, maybe. There's two, there's two rounds of thirty parking spaces here that are on the gray area. The easement line is actually just to the west of that, it runs from the southern line up the drive aisle and then it runs up and it, similarly, follows the gray area the rest of the way around so it is all the spaces in the gray area, except for the two row, the two bays of thirty spaces, which are on the eastern side.

BOARD: Um hm. So, how many parking spots does that cover?

MR. WARFIELD: Based upon the Petitioner's plan, it would count as two hundred and ninety-two parking spaces.

CHAIR: What is two ninety-two? Does that include the thirty or does that not include the thirty?

MR. WARFIELD: The two hundred and ninety-two is the number of spaces in the easement.

CHAIR: Okay. So, not including the thirty?

MR. WARFIELD: Right.

BOARD: Mr. Warfield, --

MR. WARFIELD: It's actually sixty, it's actually sixty.

CHAIR: Sixty.

MR. WARFIELD: That's not included.

CHAIR: Sorry.

BOARD: Is the easement area depicted on page 37746 (inaudible) on Protestant's Exhibit 3?

MR. WARFIELD: Yes, that is, that easement area, yes. That's the easement area, page fifty of the deed.

BOARD: Thank you.

MR. WARFIELD: Yes.

CHAIR: Which basically looks like a pie piece?

MR. WARFIELD: Correct, correct. So, that pie piece contains two hundred and ninety-two parking spaces based upon the Petitioner's site plan, again, I can't remember the exhibit number.

MR. LA FIANDRA: Is it --

CHAIR: That's 6-B.

MR. WARFIELD: 6-B, so if, if that line were drawn on here, it would go from this southern line up this parking bay

here, go around these spaces and then back down. On this plan, it shows twenty-nine and twenty-nine for the two spaces that aren't included and on the CRG plan it shows thirty and thirty. But, so those are not included in the easement, so it's just, it's everything west of the twenty-nine spaces and then close in that pie shaped area.

BOARD: So, and who is this easement, who is the beneficiary of this easement?

MR. WARFIELD: So, the easement is between Seoul Plaza, which is the lot in question here, and the adjacent property and it's a non-exclusive easement for both of the parties to use those parking spaces. It was, it appears that it was generally put in place because the theater wanted more parking spaces near the theater.

BOARD: Is the theater open?

MR. WARFIELD: The theater is open, yes.

BOARD: So, --

MR. WARFIELD: And it's right off the page on the Petitioner's exhibit, the theater is kind of off to the west here and you can see it on the CRG plan off to the west.

BOARD: So, it, is it, is it that these two hundred and ninety-two spots that are for co-existence, (inaudible) they're available to Petitioner's project and they are available, let's say, to the theater?

MR. WARFIELD: Yes, which is really a no-no for

zoning purposes. You can't count the spaces for two uses. If you could then you had a restaurant that requires a hundred spaces, then you could just add another restaurant that requires a hundred spaces and you just, and add another restaurant and keep adding and everybody would share the hundred spaces, which doesn't work. That, that's not allowed.

BOARD: Okay.

MR. WARFIELD: So, either party could theoretically use all of the spaces, so we would say that you couldn't count them for either user in, on the zoning plan.

BOARD: What happens if they are in operation at different times?

MR. WARFIELD: There is a section of the zoning code that allows for shared parking between different uses and you could go through that procedure and figure out whether your uses could share the parking and, but that wasn't done here.

MR. LA FIANDRA: There is a procedure that you follow to figure that out?

MR. WARFIELD: Correct, yeah.

MR. LA FIANDRA: That needs to be shown on a plan with calculations, is that correct?

MR. WARFIELD: Correct. And there are only certain uses that are allowed to share parking and they have, they have prescribed percentages of what time of day and what percentage of the parking they could use.

CHAIR: And correct me if I'm wrong, if I could jump in real quick, Mr. Kotroco, wasn't that part of the subject matter of the Security Square Holding parking matter that we had, the shared --

MR. KOTROCO: You mean, the KOREA --

CHAIR: Yeah, the shared parking?

MR. KOTROCO: The entire mall had a shared parking arrangement until it was struck down by the Court. They had that KOREA was in effect. Everybody shared parking at the mall.

CHAIR: Right, but wasn't that specifically something that came up in that case, that is, whether or not there could be still shared parking among all the owners of these lots?

MR. KOTROCO: It was my understanding that it could not, that everybody had to stand on their own parking based on how much land they owned, yes.

MR. LA FIANDRA: Your Honor, at the end of the case, I've already spoke with Mr. Kotroco about this, I do have the copy of the Judge's declaration that terminated the KOREA.

CHAIR: Yes.

MR. LA FIANDRA: And I just wanted to enter it because you took judicial notice of it.

CHAIR: That's fine, that's fine. Well, I think it was more of a stipulation. It was just that we didn't need the recitation as to the --

MR. LA FIANDRA: Correct.

CHAIR: -- the details, but then there was a stipulation offered as to, you know, how this all unfolded.

MR. LA FIANDRA: That's correct.

CHAIR: But I just, the reason why I'm referencing it is to see what was, because I'm going to go back and, at some point invariably, I'm going to go look at whatever decision there was made in that case to see how that was addressed there and what bearing, if any, it would, might have here. That's all.

MR. LA FIANDRA: Sure. And perhaps the documents (inaudible).

CHAIR: Yes, yeah.

MR. LA FIANDRA: May I continue with (inaudible)?

CHAIR: Oh, yes, please. Sorry.

MR. LA FIANDRA: So, a couple of things that you mentioned, Mr. Warfield. The, you said it seemed to you that the easement, which is Petitioner's number three, was put in place so that the theater might have more parking available to it, that's what you said just a moment or two ago?

MR. WARFIELD: Correct.

MR. LA FIANDRA: But this easement is actually not solely for the use of the theater, is that right?

MR. WARFIELD: Correct.

MR. LA FIANDRA: Okay. In fact, anyone who is going

to the mall would have a legal right, the mall shops, which is in that area that you identified, would have the right to park in the easement area and then go to the mall.

MR. WARFIELD: Correct.

MR. LA FIANDRA: Even though that easement area is not on the mall prop, property so to speak, it's on, it's within the green area that we identified on number 6-B and number fifteen.

MR. WARFIELD: Correct.

MR. LA FIANDRA: Okay. So, and you mentioned this when the Judges were questioning you, but I'd just like to zero in on it. How many of those spaces would you attribute to parking that's available within the green area on both 6-B and fifteen?

MR. WARFIELD: With the way it's written, I don't think I could, I don't think I could include it on either lot as parking available because it could be used by either party, so if all of it's used by the mall or the theater, then none of it could be used by, so it's, it's not, it's not clear how it can be used so it's, it's, you can't count it twice.

CHAIR: First come, first serve?

MR. WARFIELD: Yeah, first come, first serve, yeah. But as far as calculations in the zoning regulations and what you would show on a plan, you can't have first come, first serve, you have to show that you, what's required and you

provided the parking required.

CHAIR: Right.

MR. LA FIANDRA: So, you said there were two hundred and ninety-two parking spaces in that area?

MR. WARFIELD: Yes.

MR. LA FIANDRA: Okay. So, I'd like to go over the parking available in, may I approach the board, please?

CHAIR: Yes, of course.

MR. LA FIANDRA: The parking available for parking on Parcel B, Lot 1, okay? Or actually, Parcel B, Lots 1 and 4 taken together, okay? So, does the plan indicate how many parking spaces are within the green area?

MR. WARFIELD: Yes.

MR. LA FIANDRA: And what is that?

MR. WARFIELD: Without looking at the plan, I'm going to hope I get this right, but I, I wrote some notes down so, there were eight hundred and forty-three parking spaces total on the property.

MR. LA FIANDRA: And so, --

MR. WARFIELD: There are eight hundred and forty-three parking spaces.

MR. LA FIANDRA: If you were to take out the areas that you saw are not usable for parking by either party, attributable to either party or any party, under the parking regulations, what would be the first area that you would take

out?

MR. WARFIELD: The two hundred and fifteen fenced area, we would take that out and then the two hundred and ninety-two, we would take that out and then there's fifty-five on the subdivided lot.

MR. LA FIANDRA: Okay. Let's just stick with the, the first two numbers. You said, we're starting with eight forty-three, we're taking out two fifteen for the, the NATS lease, NATS and --

MR. WARFIELD: Correct.

BOARD: And, and where is that?

MR. WARFIELD: North American Trade School.

BOARD: Show that on the (inaudible).

MR. WARFIELD: That's the pink area that's fenced on the, the fenced pink area on Petitioner's exhibit site plan on the east side or the right side of the plan.

BOARD: And that's for the trucking school?

MR. WARFIELD: Correct.

BOARD: Okay.

CHAIR: And then you said you subtracted two hundred ninety-two spaces that are the subject of the easement agreement between Blue Ocean, well, what was formally Blue Ocean, Seoul Plaza and the Security Square Holding, LLC?

MR. WARFIELD: Correct. On the west side or the left side of the plan.

CHAIR: Right, the pie shaped piece is what you referred to it.

MR. WARFIELD: Correct.

MR. LA FIANDRA: So, how many spaces does that give you on Lots 1 and 4 taken together?

CHAIR: After subtraction.

MR. LA FIANDRA: After subtraction

MR. WARFIELD: Three hundred and thirty-six combined parking spaces available on Lots 1 and 4.

MR. LA FIANDRA: And what is the number of parking spaces shown on Lot 4?

MR. WARFIELD: Fifty-five proposed.

CHAIR: So, now you remove an additional fifty-five, if I'm following where you're going with your questioning --

MR. LA FIANDRA: That's correct.

CHAIR: -- you're asking then, what happens if you remove then the fifty-five that are going to be attributed to Lot 4?

MR. WARFIELD: Right, and then we end up with four hundred and thirty-five on Lot 1.

MR. LA FIANDRA: Well, we were just down to three hundred and thirty-six and then --

MR. WARFIELD: I'm sorry. It's two eighty-one, I'm sorry, I looked at the wrong number.

MR. LA FIANDRA: Two eighty-one?

MR. WARFIELD: Yeah, eight forty-three, --

CHAIR: So, two hundred and eighty-one spaces would remain for Lot 1 based on that calculation?

MR. LA FIANDRA: That's right.

MR. WARFIELD: Correct.

MR. LA FIANDRA: And, and the plan shows fifty-five spaces for Lot 4?

MR. WARFIELD: Correct.

MR. LA FIANDRA: Okay. Do you recall what Mr. Matz testified was the parking requirement using their sheet, Petitioner's number eleven, for Lot 1?

MR. WARFIELD: I wrote it down.

MR. LA FIANDRA: Okay.

MR. WARFIELD: Let's see if I got it right. There were eleven spaces for --

MR. LA FIANDRA: The beauty shops.

MR. WARFIELD: Beauty shops, correct. Forty-nine for a gym based on the occupancy limit of the fire department and three hundred and seventy-five for the church, which totals four hundred and thirty-five as parking required using the Petitioner's numbers. Yes, four thirty-five, just added it up again to make sure.

CHAIR: And also earlier you mentioned the word gym, we've also referred to that same space as the spa. So, just so it, there's consistency in the record, your reference to the

gym also referenced the spa.

MR. WARFIELD: Right, I believe it was eighteen thousand something square feet.

CHAIR: Yes, with the occupancy of forty-nine.

MR. WARFIELD: Yes, that's, that's the space, right.

MR. LA FIANDRA: Now, with regard to the gym/spa, the eighteen thousand six hundred square feet, is there a regulation that you are aware of, either zoning or development, which would allow you to provide the number of parking spaces for the number of occupants to which the use is limited by the fire department?

MR. WARFIELD: No.

MR. LA FIANDRA: So, under the zoning regulations, if I'm following your testimony correctly, you need to park at the prescribed ratio for the entire size of the gym, is that right?

MR. WARFIELD: Correct, unless you were to get a variance or, yes.

MR. LA FIANDRA: And what would that be, in this case?

MR. WARFIELD: What would the total be? I don't have that square footage, eighteen something.

MR. LA FIANDRA: Can I show the witness Petitioner's number eleven?

CHAIR: Show Mr. Kotroco first.

MR. KOTROCO: Yeah, that's fine. I got it right

here.

MR. LA FIANDRA: This is Petitioner's number eleven, okay.

MR. WARFIELD: Let's see, the gym is, gym/spa, I'm sorry, Seoul Gym/Spa, eighteen thousand six hundred and twenty-one spaces at ten per thousand, would be, round, you have to round up to the nearest space, so a hundred and eighty-seven spaces required versus the forty-nine, based on the occupancy.

MR. LA FIANDRA: And what would be the deficiency created by that?

MR. WARFIELD: That would bring the total required up to five hundred and seventy-three, which would be the eleven, plus the one hundred and eighty-seven, plus the three hundred and, the three hundred and seventy-five for the church.

CHAIR: I'm sorry?

MR. LA FIANDRA: Yeah, one more time.

MR. WARFIELD: So, the eleven, --

CHAIR: So, you're adding four thirty, four hundred and thirty-five and one eighty-seven? Or whatever the difference, one eighty-seven minus forty-nine.

MR. WARFIELD: Right.

CHAIR: Add that number --

MR. WARFIELD: Correct.

CHAIR: -- to the four thirty-five.

MR. WARFIELD: Right, correct. So, it's eleven plus

one eighty-seven plus three seventy-five.

CHAIR: Eleven plus one eighty-seven plus --

MR. WARFIELD: Five hundred and seventy-three.

CHAIR: Right.

MR. LA FIANDRA: And we have two hundred and eighty-one parking spaces that are available to park on, is that correct?

MR. WARFIELD: Correct.

MR. LA FIANDRA: Mr. Warfield, I apologize. You said five hundred and seventy?

MR. WARFIELD: Three.

MR. LA FIANDRA: Seventy-three, okay.

MR. WARFIELD: Yes.

MR. LA FIANDRA: That's the parking that's required for the uses shown on 6-B and number eleven, Petitioner's number eleven, which I just showed you. When you calculate the, the requirement for the spa (inaudible).

MR. WARFIELD: Correct.

CHAIR: So, if I can jump in then real quick, I you look at Petitioner's Exhibit 11, --

MR. LA FIANDRA: May I hand this to the witness?

CHAIR: Yes.

MR. WARFIELD: Can I hand this other easement agreement up now?

CHAIR: Yes.

MR. WARFIELD: So I don't write on it by mistake.

CHAIR: No, that's fine, thank you.

MR. WARFIELD: Thank you.

CHAIR: So, if you look at where it says North American Trade School leased, just slightly below, halfway down on the page.

MR. WARFIELD: Yes.

CHAIR: Okay. So, we have Mr. Matz factoring in the two hundred fifteen and then with the adjustment or the amendment, the total required parking for Lot 1, six fifty, total provided parking Lot 1 seven eighty-eight, less leased area five seventy-three, you, you both come to the same number if you subtract the North America Trade School parking from the parking calculations, correct, five seventy-three. So, really, what it comes down to is the effect of the easement upon the proposal.

BOARD: I believe, is what it comes down to the effect of the easement or the effect of the easement plus the effect of recalculating the parking required for the spa?

MR. WARFIELD: Yeah, I --

CHAIR: They arrive at the same, --

MR. WARFIELD: Yeah.

CHAIR: -- they arrive at the same number, that's, that's why --

MR. WARFIELD: If you total up, if you total up the

numbers on the Matz exhibit, you're only going to get four hundred and thirty-five spaces required. That five hundred and seventy-three, because you have eleven at the top, three seventy-five and forty-nine. So, it's just, those three numbers are what's required and then they added in two hundred and fifteen but then subtracted two hundred and fifteen. So, it doesn't, but the, the total number required is only four hundred and thirty-five based upon Petitioner's Exhibit 11, I'm sorry, whatever --

BOARD: Yes, it's eleven.

MR. WARFIELD: Yes. Because it's the six at the top, the six and the five, the three seventy-five and the forty-nine. I think it's just a coincidence that when you change it to ten to one for the gym/spa that it comes out to five seventy-three.

CHAIR: Well, that's what I'm saying, like the practical effect here is really just matters about the, what effect, if any, the easement and the amended calculations would have then, is that a fair, fair way to look at it?

MR. WARFIELD: Yes, the easement, the parking required, it's either based upon the occupancy that the, the only thing that's being disputed here, I guess, is the, the occupancy, using the occupancy by the fire department or the ten to one for the parking required and the parking provided is totally dependent upon how the lease is interpreted, yes.

CHAIR: Is that your understanding?

MR. LA FIANDRA: Yes, sir.

CHAIR: Okay. I didn't want to jump on your toes there but it just seemed like that, if that's where we're heading, I kind of want to, you know, push (inaudible) so that's where we're --

MR. LA FIANDRA: Yes, I do.

CHAIR: -- we're going down this tunnel, so.

MR. LA FIANDRA: (inaudible). Thank you. So, there are quite a lot of numbers, I apologize. I'm just trying to keep them all straight. We know that, I, I don't mean to keep harping on it, we've got two hundred and eighty-one spaces, according to your methodology available on the site.

MR. WARFIELD: Correct.

MR. LA FIANDRA: Correct? Okay.

CHAIR: And I should note just for clarity for the record, that's after all removals of the two fifteen, the two ninety-two and the fifty-five.

MR. LA FIANDRA: Exactly right.

CHAIR: Right.

MR. LA FIANDRA: And then we've got four hundred and thirty-five spaces that are required according to the Petitioner's methodology, that includes the forty-nine parking spaces for the Seoul spa --

MR. WARFIELD: Correct.

MR. LA FIANDRA: -- that's the parking requirement, yeah, that's four hundred and thirty-five. That does, and that is, that number, obviously, four thirty-five, is greater than the number of parking spaces that are available on the site.

MR. WARFIELD: Correct.

BOARD: Which is two eighty-one.

MR. LA FIANDRA: Correct. And that four thirty-five does not include the additional spaces that you would have to add to the requirement if you were to count the entire gym size regardless of fire departments limiting the number of occupants.

MR. WARFIELD: That's correct.

MR. LA FIANDRA: Thank you. When you get, when you tabulate a zoning requirement, do you, do you typically try to account for the entire building?

MR. WARFIELD: Yes.

MR. LA FIANDRA: And if there were accessory uses in the building occupying space, would those uses generate a parking requirement?

MR. WARFIELD: It would depend, it would depend what they were accessory to.

MR. LA FIANDRA: And what about vacant space?

MR. WARFIELD: Vacant space would generate a parking requirement. So, for instance, if you had an office building and it was a hundred thousand square feet and it required X

number of parking spaces, just because half of it's not leased, doesn't mean it's not an office building if it has vacant space that could be leased. So, it's whether the space could be leased that is the, you can't just say it's vacant and there's no parking required because it's vacant.

MR. LA FIANDRA: And have you had a chance to look at the parking tabulation, you may even still have it, --

MR. WARFIELD: I do still have it.

MR. LA FIANDRA: Number eleven, Petitioner's eleven. Does it identify vacant spaces there within the Set the Captives Free building?

MR. WARFIELD: I don't see anything that says vacant on here, unless I'm missing it. But there are some storage spaces and then there are, the, I believe the building is a hundred and fifty-one thousand square feet. But the total number of square footage listed does not add up to a hundred and fifty-one thousand square feet.

CHAIR: I believe what Mr. La Fiandra is referring to here is the --

MR. WARFIELD: Oh, I see it. Vacant first floor suites, twenty-nine thousand two hundred and one.

CHAIR: Well, and there's no parking number --

MR. WARFIELD: Oh, and second floor.

CHAIR: -- assigned to the areas that have been vacated, is that correct?

MR. LA FIANDRA: That's right. That's what, that's what I'm asking him.

MR. WARFIELD: Right. So, yeah, there's a vacant first floor suites of twenty-nine thousand and a vacant second floor suites fourteen thousand square feet each.

MR. LA FIANDRA: So, does that, does that tabulation suggest that those areas are always going to be vacant?

MR. WARFIELD: If there's no parking, yes, they would always be vacant.

MR. LA FIANDRA: But there's no --

MR. WARFIELD: It would be non-usable space, basically or it could be, it depends on the use.

MR. LA FIANDRA: Is there any indication on any of the plans that you've seen today offered by Petitioner that any of the space would be permanently unused, unleased?

MR. WARFIELD: No.

BOARD: And that would further reduce the four thirty-five, is that correct?

MR. LA FIANDRA: You mean, it would further increase the four thirty-five.

CHAIR: That's what I think.

MR. WARFIELD: That would further increase if the space were used for something, it could.

CHAIR: And just to --

MR. WARFIELD: If it was vacant retail space, then it

would be parked at five per thousand or if it was vacant restaurant space, it would be a higher rate or, so it would depend.

BOARD: What if it were vacant common space as you will frequently have in commercial development?

MR. WARFIELD: If it's, if, there, there's only one real exception to that and --

BOARD: Exception to what?

MR. WARFIELD: To, okay, so the, the parking is calculated based on the gross area of the building, or the gross area of the use. So, if you have a restaurant and you have a kitchen and you have a tiny little dining room and you have storage, your calculation is based upon the gross area of the building, so that's sixteen per thousand based upon the gross area. The only exception to that is a shopping center over a hundred thousand square feet, which can be calculated based on the net leased area. So, they take into consideration the center hallways in a shopping center over a hundred thousand square feet where you, you could take that out and not include that in your parking calculation because it's not part of the gross area of the building, it's the net area for a shopping center over, over a hundred thousand square feet. But other uses that are based on square footage are based upon the gross area of the building/use.

BOARD: Including the common areas?

MR. WARFIELD: Yes. So, same thing with an office building. If you make a giant lobby --

BOARD: Same for a restaurant, not based --

MR. WARFIELD: Same for a restaurant.

BOARD: Based on square footage, not capacity?

MR. WARFIELD: Correct. Sixteen per thousand or twenty per thousand square feet if it's a tavern, five per thousand square feet for a carry out, it's all based upon the gross square footage of the building.

CHAIR: You indicated that accessory uses may or may not use, or may generate, let me back up. Accessory uses may or may not generate parking requirements, because you said it depends.

MR. WARFIELD: Correct.

CHAIR: What does it depend on?

MR. WARFIELD: So, for instance, if, if some of these spaces were accessory to the church, the church is based upon the parking requirement for one per every four seats in the main sanctuary. So, if you have a secondary sanctuary, or the, or the ballroom or a café, or whatever, whatever accessory uses for the church are, it doesn't matter. But if you have, say, an office building or you have a retail space and you were to count the storage area as an accessory use for the retail space, it's not the actual retail footprint or whatever, that is actually included in the retail space. So, when you go to

Foot Locker, you might only be standing in a thousand square feet, but they might have two thousand square feet of shoes in the back behind there, and that's all included in the parking calculation. So, that is kind of accessory to the actual retails floor, the sales are or --

CHAIR: And, and I get that. It's just a matter for here, there's no number assigned to the vacant space. But it's also been alleged that it's all accessory use space, which may not generate a parking requirement. So, that's really why the question is directed, like what circumstances would an accessory use then trigger the parking requirement for purposes of this case, if you have an opinion on that?

MR. WARFIELD: So, if it was, I guess there's two things. The accessory space is one thing and then the vacant space is another thing. So, vacant space is identified. If it's vacant retail space or vacant space that could be leased for retail, it should be included in the parking calculations of parking required. But right now, there's nothing required, nothing included for the vacant space, so the vacant space would need to be defined, what is a vacant space for? Is it vacant retail space, is it vacant church space, is it vacant, you know, what, what is the vacant space and then that would define, that would, then you could determine if there was a parking requirement for that vacant space.

CHAIR: Okay. So, you would look at Petitioner's

Exhibit 11 and you would not be able to answer that question, is what I'm hearing? Because you don't have a definition as to what the vacant space is and it's, whatever use.

MR. WARFIELD: Correct.

BOARD: And if it's not leasable in the traditional understanding of that word, you know, it's not enclosed, it's not shop space, it's hallways, fountains, whatever the heck --

CHAIR: Common areas.

BOARD: You know, common areas, what --

MR. WARFIELD: There, there are, go ahead.

BOARD: -- you said it would generate a parking requirement but that would be different than if it were leasable space?

MR. WARFIELD: Yes, if you would, you would have to look at the definition of gross area. So, if the parking is based upon the gross area of the use or building, there are certain things that might be exempt from the gross area. There's adjusted gross area, there's gross area, and there's certain things that are exempt from both of those definitions. So, you know, there could be things that like attic space maybe, would not be included or --

BOARD: So, without knowing the use of this vacant space, can you say with certainty that it would generate an additional parking requirement?

MR. WARFIELD: I cannot.

BOARD: That was what I was getting at, thank you.

MR. WARFIELD: I was, I would, if I was doing the analysis, I would point out what the vacant space is. That's, that's how we would get a plan approved at the zoning office or, you know, as, as a parking plan. We would, we would account for all of the space in the building.

CHAIR: Well, we have heard testimony about and seen photographs about proposed uses that are recent in development. When I say development, I mean, as in recent, I guess, signs placed on windows and what not. From that, if you were to engage in the same exercise, could you come up with whatever parking requirements that you feel would be appropriate in light of whatever signage with, for the intended use of that now presently vacant space but to be used in a certain manner by virtue of the photographs and signs?

MR. WARFIELD: Yes, if, if all the, if, if my client was the church and they said all the vacant space in the building is church, then I would include it as part of the church use. If they said, I had, I think I'm going to lease some of the stuff on the second floor to somebody else, then I would say, who are you going to lease it to? Who, who, who are the potential people? Is it a potential retail, is it a potential, I would have to ask the client to tell me how they plan to use the spaces. If I just went in and looked at it and saw vacant spaces and some signs, I would not be able to

determine that.

CHAIR: So, if you saw the, well, you saw the, have you seen the photographs, Exhibit 12, or not?

MR. WARFIELD: I might have seen a little bit of them but I --

CHAIR: Okay. Well, I mean, they talk about things like a learning center or whatever, accepting that to be the case, that would be, in your mind from what I'm hearing is, not separate, not subject to a separate lease, that would be part of the church itself?

BOARD: Accessory to the church.

MR. WARFIELD: Correct.

CHAIR: Okay.

MR. WARFIELD: Correct.

BOARD: And would that also be true if they took, lopped off a part of this building and made classrooms and had a church, a school, a day school that was sponsored by the church?

MR. WARFIELD: That would be the case. There, there could be a situation where the school became so large compared to the church that you may have to have two principal uses versus an accessory use. That, that could happen.

BOARD: But that's not the case here. On, based on what we've heard?

MR. WARFIELD: Not that I know of. Not that I, from

what I can see on the charts and tables, I don't see that, no.

CHAIR: Okay, sorry.

MR. LA FIANDRA: No problem. You mentioned shopping center. Would this be a, would this be a shopping center?

MR. WARFIELD: With the current uses, I would say no.

MR. LA FIANDRA: And what do you base that on?

MR. WARFIELD: Because it's not predominantly retail, it's predominantly church.

MR. LA FIANDRA: Okay.

CHAIR: And that would be the, obviously, the same for the proposed what's to happen in the future, based on the exhibits, you know, Exhibit 12, correct? That's not going to be considered to be a shopping center going forward either.

MR. WARFIELD: I would think not, but you, somebody, any property owner could always change their use.

CHAIR: Recognize, recognizing that, you don't know what's going to happen five years from now, two years from now, ten years from now, whatever the case may be, based on, again, the photos shown in Exhibit 12, which identify other matters, and if you need to see the photos, that's fine. You wouldn't expect this to be considered to be a shopping center based on what is identified as being what will occur at this site?

MR. WARFIELD: I would not.

CHAIR: And when I say site, I mean Lot 1, not Lot 4.

MR. WARFIELD: Correct.

MR. LA FIANDRA: Okay. How does one have a CRG plan amended, pardon me, refined?

MR. WARFIELD: The normal process would be you would develop your plans, you would submit your redline CRG plan to the Development Review Committee, along with checklists and forms and fees and things. And you would ask, you would ask the DRC to make a ruling on what your change is that you're proposing. You would, you would state your case and say that you think this is a refinement to the plan and then you would go there and the DRC members would meet and they would either agree or disagree with you that it's a refinement. So, they would decide on the process that you would go under to process your plan going forward.

CHAIR: And are you referring to whether or not it would be exempt, is there an exemption that may apply?

MR. WARFIELD: Correct. The, the Development Review Committee, they rule on whether your property is an exemption, a material amendment or some other things too, that they rule on, but in this case, a limited exemption to the development process under Section A, which would exempt you from everything, go right to building permit, or B, require you to do a development plan, or a refinement to a previously approved plan.

CHAIR: Right.

MR. WARFIELD: And then you would get that ruling and

then after you got your ruling from the DRC, they would say okay, this is the process, you, you, we're, this is great, this is a refinement, now you need to process your plans through the agencies at the County, send them to Room 123 in Development Management and they would, they would distribute plans to different agencies and you would work through the, with the agencies until you got all the comments addressed and then once you were done with your addressing all the comments, everything had been addressed, you would send in a final CRG plan to Development Management and then they would sign the plan as approved. That's the typical process for a refinement to a previously approved plan.

CHAIR: And that's, you're saying if it was submitted today, for the sake of argument, not what would have occurred if it was submitted twenty-five years ago?

MR. WARFIELD: Correct.

CHAIR: Right.

MR. WARFIELD: Well, yes.

CHAIR: There's a different process --

MR. WARFIELD: Yes.

CHAIR: -- as we've heard along the way between what was going on with this when CRG review was in place versus what we have today with the development review process.

MR. WARFIELD: It's different but there still would have been a refinement, you still could have refined the CRG

plan if you had an approved plan back then.

CHAIR: Right, but the process you just described is what you would go through today if you had a CRG plan?

MR. WARFIELD: Correct.

CHAIR: And you wanted to refine that plan?

MR. WARFIELD: Yes.

BOARD: And Mr. Warfield, I understand it is the practice to submit to the DRC for this sort of procedural road map, are you required to go to the CRG, to the DRC, I apologize, DRC?

MR. WARFIELD: Well, I, I, --

BOARD: And is it in the Code?

MR. WARFIELD: I don't think, no, you're not required --

BOARD: And if you choose --

MR. WARFIELD: I think you have the ability, I'm sorry.

CHAIR: One second.

BOARD: Let me ask another question.

MR. WARFIELD: Yeah.

BOARD: If you choose not to go to the DRC, what is the process?

MR. WARFIELD: If you choose not to go to the DRC, and you are confident that your, that your project meets the requirements of some limited exemption to the development

process, you're not going to get very far except for a couple instances. One would be a minor subdivision where you could, in the past, we have been successful saying okay, here's a piece of property that hasn't been subdivided, it is a limited exemption and we want to process a minor subdivision and somebody has said, whether it's the direction of PAI or somebody said, okay, well, this is clearly a minor subdivision. You can process this without going to the DRC, but there are other cases when they say go to the DRC because we want to see if anybody, all the other agencies agree that it meets the requirements of a minor subdivision. So, most exemptions you have to go to the DRC to get a ruling on. You can't decide for yourself but there are a couple exceptions where you can decide for yourself and --

BOARD: So, you're saying the DRC is not optional?

MR. WARFIELD: Pretty much not optional. Ninety --

BOARD: Where is that written?

MR. WARFIELD: Where is that written?

BOARD: What, I mean, is it in the Code, in the development regulations? If you --

MR. WARFIELD: I don't know if it says the DRC, but the Code does specify the limited exemptions and it clearly says what they are.

BOARD: But as (inaudible).

MR. WARFIELD: I think it actually says on the DRC

letter where their authority is, but I can't remember what it says.

BOARD: Just curious, because my personal experience is that the DRC was always an option, not a requirement. And I'm just trying to clarify what you do if you choose, instead, to go through a full process or not avail yourself of an exemption. It doesn't make sense, I understand, from a developer's point of view, but there is a law and these are, sort of different routes to meet the law that are, basically, correct me if I'm wrong, policy and administrative practice. I'm just saying, what do you do if you choose to go the long, take the long road, not the short cut?

MR. WARFIELD: You can do that, yes. You, if you have a CRG, you could choose to go under the new regulations and not go under the regulations at the time, that were in effect at the time of the approval and have a full hearing and development, you know, concept, community input meeting, you could choose to do that if you wanted to, then you wouldn't need to go to the DRC if you go through the full process. You would only need to go for a limited exemption, you know, for them to confirm the process that you can go under if you're asking for a limited exemption.

BOARD: Okay. Then going back to something somebody asked earlier if you're going to amend a plan, it has to be under the same process of the original approval. Does that

also apply to the zoning regulations that are applied? Because from what I'm seeing, you're applying current parking standards to a forty year old plan.

MR. WARFIELD: That's an excellent question. You should be,. if you're going under the CRG regulations, you should be applying the standards that were in effect at the time. A lot of those regulations have not changed, the gym/spa, the, the, the calculations for a church. So, some of these parking regulations have not changed. There may be other regulations that have changed but the, the few parking things that we are talking about here are the same as they were when the plan was originally processed.

BOARD: Okay. I'm sorry to interrupt you, Mr. La Fiandra.

MR. LA FIANDRA: Not a problem. Thank you very much. Mr. Warfield, Mrs. Dopkin asked a specific question about CRG requirements and I think you answered it in terms of limited exemptions. Now, limited exemptions, if, correct me if I'm wrong, are under what's called the, the current development regulations, is that correct?

MR. WARFIELD: Yes.

MR. LA FIANDRA: Okay.

MR. WARFIELD: They're in the County Code.

MR. LA FIANDRA: If someone were coming in for a refinement to a CRG plan, would they, do, do those refinements

qualify for exemptions under the current development regulations or something else?

MR. WARFIELD: They, they qualify for exemptions under the current Code. The, the, you know, the process, they, the, the process that you would follow would be based upon the current Code saying yes, you can process your plan in accordance with the regulations that were in effect at the time. You can, you can go back and refine this previously approved plan.

MR. LA FIANDRA: And in all of those processes that we talked about with regard to the exemptions and the refinements to the CRG plans, in the normal course of business, do, does the Administrative Law Judge have a role in an of those?

MR. WARFIELD: No.

BOARD: If you elected to go the long way around and submit to current regulations, would the Administrative Law Judge then have a role?

MR. WARFIELD: Unless you, unless you got a limited exemption under the new regulations as well. So, you, you could --

BOARD: Was that a yes?

MR. WARFIELD: Yes.

BOARD: Thank you.

MR. WARFIELD: But you could get a limited exemption

under the new regulations and avoid the Administrative Law Judge --

BOARD: I understand.

MR. WARFIELD: -- under the new regulations. So, you could do either.

CHAIR: Well, (inaudible), no, I'm not going to muddy the water any further. I'm good. All right.

MR. WARFIELD: It does get a little complicated.

CHAIR: I was just going to bring up final development plans. I'm like, you know what, I'll stop here.

MR. LA FIANDRA: I don't have anything else for Mr. Warfield at this time.

MR. KOTROCO: Thank you. Mr. Warfield, why didn't you do a nice parking chart like Mr. Matz did?

MR. WARFIELD: I have to go with the information that's on the plan because I'm not working for the client so I don't know what's there, so I'm, I was just using there, the numbers that are on the plan.

MR. KOTROCO: Why didn't you put it in a nice chart so we could all understand it?

MR. WARFIELD: Well, Mr. La Fiandra and I had worked on a chart but the numbers all changed today, so, there were a lot of, on the previous plan, there were a lot of users that are no longer there so we didn't have time to fix the chart.

MR. KOTROCO: Okay, that's fair enough. Did you go

inside this building?

MR. WARFIELD: No.

MR. KOTROCO: Have you ever been inside the building?

MR. WARFIELD: That, no, I've never been inside that part of the building.

MR. KOTROCO: Never been inside?

MR. WARFIELD: Not that part of the building.

MR. KOTROCO: You don't know what's vacant and what's occupied?

MR. WARFIELD: Correct.

MR. KOTROCO: You don't know what doors have signs on it saying future sanctuary, nothing, right?

MR. WARFIELD: Correct.

MR. KOTROCO: Mr. Matz testified that the vacant spaces are all going to be occupied by the church accessory uses, did you hear him say that?

MR. WARFIELD: No.

MR. KOTROCO: You didn't hear him say that? Well, you wouldn't know because you haven't been in the building, right?

MR. WARFIELD: Correct.

MR. KOTROCO: Okay. Do you intend to go in there and look around?

MR. WARFIELD: No.

MR. KOTROCO: No, going to stay away?

MR. WARFIELD: Yes.

MR. KOTROCO: Okay. The accessory uses for the church, you've testified, you don't count those for parking?

MR. WARFIELD: Correct.

MR. KOTROCO: Okay. What you count is the sanctuary, one per four?

MR. WARFIELD: Correct.

MR. KOTROCO: Okay. Where did you find, on these, I'm curious about these reciprocal parking arrangements, that there must be thousands of them in Baltimore County where businesses have shared parking and arrangements with each other. Where did you find the section in the zoning regulations that says once you have one of those, the spaces are all blacked out, nobody can count them, where's that section?

MR. WARFIELD: It does, it doesn't specifically say that.

MR. KOTROCO: Okay. This also says these are non-exclusive, which means anybody can use them?

MR. WARFIELD: Correct.

MR. KOTROCO: Okay. But you're saying nobody gets credit for them.

MR. WARFIELD: I'm saying you can't count them for two users at the same time.

MR. KOTROCO: Which means nobody can get credit for

them.

MR. WARFIELD: Unless there's something more specifically defined, yes.

MR. KOTROCO: Okay. Have you ever been before John Beverungen on an amendment of a CRG?

MR. WARFIELD: No.

MR. KOTROCO: You haven't. I know Venable has done a number, you haven't done any of those projects?

MR. WARFIELD: Never done that.

MR. KOTROCO: Okay. How would, how is this plan that you see up there been amended four times? We're coming in and suggesting a fifth. How has that been amended four separate times?

MR. WARFIELD: Through that same process I described.

MR. KOTROCO: You're saying --

MR. WARFIELD: I, I actually did it twice, two of the amendments were mine.

MR. KOTROCO: You did them for --

CHAIR: Hold on, hold on, hold on. When you say, when you use the word this or that, what are you referring to?

BOARD: What process?

MR. WARFIELD: He said how, the process I described earlier of, of a CRG refinement --

CHAIR: Development review process.

MR. WARFIELD: Yes, where they were refined by

preparing a plan, sending it to the DRC, getting a ruling that the changes on the proposed plan were refinement, then sending in copies of the plan, twelve, fourteen copies, for review by agencies, working through comments, getting the plan finally approved and put in the files.

CHAIR: Thank you. I thank you.

MR. WARFIELD: Yes.

MR. KOTROCO: And that's exactly what we would do here, right?

MR. WARFIELD: Yes.

MR. KOTROCO: For the fifth?

MR. WARFIELD: Yes.

MR. KOTROCO: We don't need their approval is what you're saying?

MR. WARFIELD: I don't think so.

MR. KOTROCO: Okay. Maybe I should have struck that one off of there then. That's okay. Okay. So, you're saying that doesn't need to be decided by the Board?

MR. WARFIELD: Not, not in my opinion.

MR. KOTROCO: Okay. When did you get involved in this matter?

MR. WARFIELD: I, the, the matter that's right here on this case here?

MR. KOTROCO: Um hm.

MR. WARFIELD: That's a good question. Probably four

months ago, maybe five, I'm not exactly sure.

MR. KOTROCO: Were you contacted by Mr. La Fiandra to get involved in it?

MR. WARFIELD: No.

MR. KOTROCO: Who contacted you?

MR. WARFIELD: Mr. Brown, Howard Brown.

MR. KOTROCO: Mr. Howard Brown?

MR. WARFIELD: Yes.

MR. KOTROCO: Okay. Is he paying you to be here today?

MR. WARFIELD: He is.

MR. KOTROCO: He is. When were you, when did you first get involved with, with Mr. La Fiandra as far as today's hearing goes?

MR. WARFIELD: Mid-December maybe, maybe the beginning of December, I can't remember when our first meeting was exactly.

MR. KOTROCO: Okay.

MR. WARFIELD: Some, recently.

MR. KOTROCO: Okay. As far as the, these minor commercial subdivisions that we're asking to do here, carving off that Geico lot number four, have you done a number of those in your career?

MR. WARFIELD: We've done a couple, yeah.

MR. KOTROCO: Okay.

MR. WARFIELD: Not too many.

MR. KOTROCO: Okay.

MR. WARFIELD: A couple.

MR. KOTROCO: If you add back in the parking spaces, the non-exclusive parking spaces, from these agreements that you put in, Protestant's two and number three, we would meet the parking requirements.

MR. WARFIELD: Correct.

MR. KOTROCO: Okay. If we canceled these or, or if we, or if we extinguished them, we would meet the parking regulations?

MR. WARFIELD: Correct.

MR. KOTROCO: And that's even assuming you would calculate the spa at the hundred and eighty-seven spaces.

MR. WARFIELD: Right, it looks like it matches exactly.

MR. KOTROCO: Okay. Would you recommend a client, a spa, who the fire department has said you can only have forty-nine people in there, to put more than forty-nine people in there? Would you recommend that to a client?

MR. WARFIELD: I would not.

MR. KOTROCO: Would you take the, even though they might not be found in the same regulations, you would give homage to the fire department's order, right?

MR. WARFIELD: Sure.

MR. KOTROCO: Okay.

CHAIR: Do I understand your testimony though to be in your opinion, you feel that, though you're paying homage to the fire department's occupancy limits, you still need a variance for the spa?

MR. WARFIELD: Yes. It would be similar to a restaurant that decided they wanted to serve ten meals a day. You would still need to provide sixteen spaces per thousand unless you got a variance and you would provide your circumstances and say, you know, to the lower Board and maybe to this Board that I need a variance. I have extreme circumstances here.

MR. KOTROCO: Let me make sure I understand. Worse, worse case, and I, I don't have your chart, and I understand that the numbers changed at the last minute, Mr. Warfield, so I understand that part. In getting to this parking calculations, which gets confusing each time we try to go through it, the Geico we set aside fifty-five spaces for, but we're only required to have forty-six, right?

MR. WARFIELD: Correct.

MR. KOTROCO: And that's a surplus of nine that could factor back in.

MR. WARFIELD: And then there were some question of whether the fenced area was making it a surplus of seven or nine or --

MR. KOTROCO: Okay.

MR. WARFIELD: -- if the fence was going to get moved, but yes.

MR. KOTROCO: Well, and based on your testimony, because I, we had said we might do a, a reciprocal parking arrangement between Lot 1 and 4, we can't do that or we're going to lose the ability to count those spaces in your opinion?

MR. WARFIELD: Well, you wouldn't lose the ability to count the spaces because both users would be using the spaces so you'd look at the whole site as a total. You'd look at the entire property, all the uses and all the spaces provided if you had a reciprocal parking agreement and you'd see what the total required and total provided was and you would have enough.

MR. KOTROCO: So, then we could do that with the cinema next door then?

MR. WARFIELD: You would have to use the entire mall property, the, the Security Square Holdings property, all their users and all their parking, include all that and do that analysis, yes.

MR. KOTROCO: But if our, this one lease that you gave us for the cinemas next door, did you calculate whether they have enough parking?

MR. WARFIELD: I did not calculate it recently, but

they do not have enough parking.

MR. KOTROCO: They do not.

BOARD: So, what you're saying is, if, if they took, they, they have, they would have to have, if they wanted to have shared parking, the number of spots has to be the number for each unit added together?

MR. WARFIELD: Correct.

BOARD: Okay.

MR. WARFIELD: You would have to look at both properties if you --

BOARD: There's no reduction that's achieved by combining parking spaces for multiple projects?

MR. WARFIELD: Correct.

BOARD: On the question of the cinema, it's not on its own parcel?

MR. WARFIELD: That's correct.

BOARD: How long has it been there?

MR. WARFIELD: I don't know exactly. Many, many years.

BOARD: It wasn't an original use, was it?

MR. WARFIELD: I think it was.

MR. KOTROCO: I didn't know if it was on the record plat, Judge, is what --

MR. WARFIELD: I think it was on the original CRG plan.

BOARD: I don't know, I'm --

MR. WARFIELD: I'm pretty sure it was. I, I don't have that with me. I don't know if we have a copy of that but I'm pretty sure it was on the original CRG plan.

BOARD: I know I'm asking you to speculate a little but how did they, knowing that there were individual parcels even back in the day, how did the cinema get, how could they operate if there was inadequate parking?

MR. WARFIELD: There wasn't because they had a reciprocal easement agreement for all of the properties, so everybody could park everywhere on the property, even though there were individual lots and they got a variance of two hundred and ninety-seven or two hundred and sixty-seven parking spaces.

BOARD: And then after the case dissolving the KOREA, how does the cinema continue to operate if each use must support itself?

MR. WARFIELD: That's an excellent question. I don't know. I think the have to provide documentation that they can stand on their own to Baltimore County but nobody is enforcing that at this point.

BOARD: Now, the other question I had is, comes from a real estate, not a zoning perspective. But when you look at meeting zoning requirements for parking, do you have the right to look at an easement agreement to meet them under the

regulations?

MR. WARFIELD: Yes, you could provide offsite parking, you could, yes.

BOARD: Was that done for the cinema?

MR. WARFIELD: Not that I know of.

BOARD: And is it possible if you meet your parking requirements (inaudible) looks at the shared parking agreements, if for, your lot is self-sufficient?

MR. WARFIELD: I'm sorry, say that again?

BOARD: Can you meet the zoning regulations and still have a shared parking agreement that becomes irrelevant to zoning or is it always relevant to zoning or is it never relevant to zoning? I look at these private agreements --

MR. WARFIELD: Yes, you could.

BOARD: -- and these public requirements as apples and oranges, and you've kind of mixed them together and I'm trying to thread the needle to see where it matters and where it doesn't.

MR. WARFIELD: Right, so, if you had two lots next to each other, they both met their parking requirements per the County zoning regulations and then you decided to set up a shared parking arrangement, that would be fine. If you had two lots next to each other and one met and one didn't meet the requirements and you set up a shared parking agreement between the two, and as an overall they met the requirements, that's

fine as well. That meets the regulations. If you have a, two properties next to each other and one doesn't meet the requirements and the other one does and you don't have a reciprocal easement agreement, then the one that doesn't meet the requirements doesn't meet the requirements. If you take half of the, you had a site that met the requirements and then you gave an easement to somebody else, then I don't think that meets the requirements. You've given the right for somebody else to park on those places and --

BOARD: Even if it's non-exclusive?

MR. WARFIELD: Yeah, because the other user could use all the spaces and then you wouldn't have enough.

BOARD: And does the County normally inquire when a use comes in that is, say, finite, self-contained, does the zoning office or the DRC say, oh, are you sharing your parking or do they just look at the site itself?

MR. WARFIELD: They do not do that. They depend upon the engineers to provide them with the correct information.

BOARD: Now, if you were representing this Petitioner and you knew the movie theater was operating, if what you've said is correct, in violation of the zoning regulations, which is basically what you've said, correct?

MR. WARFIELD: Yes.

BOARD: What would you advise the Petitioner to do?

MR. WARFIELD: I would advise them to talk to the

owner of that property and to file a plan to come into compliance, either, either get offsite parking, build a parking garage, get a variance, or a combination of all of those things to come into compliance with the parking regulations.

BOARD: And do you know if that's being pursued by the owner of the, the yellow (inaudible) property on Petitioner's eight?

MR. WARFIELD: I do not know.

BOARD: But it's possible?

MR. WARFIELD: Yes.

BOARD: And that would resolve the issue, would it not? If it were processed and either approved or disapproved?

MR. WARFIELD: That would, yes.

BOARD: Okay, thank you.

MR. KOTROCO: Just to follow-up, you said you were, you were responsible for two of those amendments to that CRG plan?

MR. WARFIELD: Correct.

MR. KOTROCO: For Mr. Howard Brown?

MR. WARFIELD: Correct.

MR. KOTROCO: Mr. Brown, does he meet his parking requirements on the lot on that, on that Security Square Mall?

MR. WARFIELD: Yes.

MR. KOTROCO: He meets his?

MR. WARFIELD: Yes.

MR. KOTROCO: So, when he called Arnold to submit violation notices --

CHAIR: Mr. Jablon, just for the record, right?

MR. KOTROCO: Hm?

CHAIR: You said Arnold.

BOARD: Mr. Jablon.

CHAIR: Mr. Jablon for purposes of the record, that's who you're referring to?

MR. KOTROCO: I am referring to Mr. Arnold Jablon when he issued citations to all the property owners on the property, you were involved in that, weren't you?

MR. WARFIELD: No.

MR. KOTROCO: You weren't involved in that.

MR. WARFIELD: No.

MR. KOTROCO: Was Mr. Brown involved with that?

MR. WARFIELD: I, I don't know.

MR. KOTROCO: Everybody got one except for Mr. Brown, is that right?

MR. WARFIELD: I don't know.

MR. KOTROCO: Okay. You don't know anything about that?

MR. WARFIELD: No.

MR. KOTROCO: Okay. All right. Mr. Brown is paying you though to be here today, right?

MR. WARFIELD: Yes.

MR. KOTROCO: Okay.

MR. WARFIELD: I've been working on this property since 2006.

MR. KOTROCO: I know you have, I know.

MR. WARFIELD: I would suspect that Sears probably didn't get a notification because they have something like eight to one parking requirement and the, Mr. Brown's property has something like ten to one parking requirement.

MR. KOTROCO: Okay.

MR. WARFIELD: So, the ones that are clearly over five to one probably didn't get a notice.

MR. KOTROCO: There are a few of them short, yeah.

BOARD: Excuse me. Mr. Warfield, --

MR. WARFIELD: I'm sorry.

BOARD: -- you're referring to the Sears property being the lot at the north point on the --

MR. WARFIELD: Correct, yes.

BOARD: And Mr. Brown's property being --

MR. WARFIELD: Is the Wards, Security Wards, LLC property on the west side of the property here. So, the, this, this property on the west side of the property over here was, when they drew the original property lines, if you looked at it on a lot by lot basis, you would see that this lot has a lot more parking than the building on the lot would require and the Sears property has a lot more parking than the building on the

lot would require and then some of these other ones are short or close --

BOARD: And who owns the movie theater property since --

MR. WARFIELD: The movie theater is on the main mall property, that was the Security Square Holdings, so the main mall property, and I did some calculations on this a long, a while back, but I think their parking ratio is something like two and a half to one.

CHAIR: So, --

MR. WARFIELD: Two, two and a half parking spaces per thousand square feet.

CHAIR: So, your testimony that the theater was not in compliance is really the Security Square Holdings is not in compliance, not necessarily just the theater?

MR. WARFIELD: Right, you'd have to look at everything, all the build, all the uses and buildings on that site, theater and retail uses.

CHAIR: Right.

MR. WARFIELD: And then what's required and what's provided.

CHAIR: Right.

MR. WARFIELD: And then if you want to combine it with another site, you'd have to look at those two sites together and have a reciprocal easement agreement.

BOARD: So, what am I, understanding is that Mr. Brown's property and the Sears property have an excess of parking?

MR. WARFIELD: Correct.

BOARD: And everybody else doesn't except for this property if there were no easement agreements?

MR. WARFIELD: If there were no easement agreements, I believe the Seoul Plaza would have enough parking as well. The Seoul Plaza prop, this property, let me see. It's close. At a hundred and fifty-one thousand square feet, that's seven hundred and fifty-five parking spaces and if there were fifty for the other, that's eight hundred and ten approximately and there's eight hundred and forty-three existing, so they would, they, if they weren't changing anything and it was all retail like it was on the original plans, they would meet their parking requirement, they would just meet the five to one and the, --

MR. KOTROCO: But the entirety of the church is based on the number of seats in the sanctuary.

MR. WARFIELD: Correct.

MR. KOTROCO: Right, okay. I don't have anything further of Mr. Warfield but I don't know if Ms. Dopkin does.

BOARD: The question I'm grappling with and it's not something you can answer is why a non-exclusive easement should work as a bar, as opposed to an exclusive easement, which would

be an absolute bar. But that's something that we will have to ruminate on and, it's not something you could, in, within your realm of expertise. Thank you.

MR. LA FIANDRA: I actually think that that may be within the realm of his expertise and I think that he has an opinion on that, if I --

BOARD: I think we've heard his opinion.

MR. LA FIANDRA: Okay.

CHAIR: Well, if you have re-direct, since I understand --

MR. KOTROCO: I'm finished, yeah.

CHAIR: -- Mr. Kotroco is done, if you wish to ask, ask whatever questions you deem relevant based on all that, of course.

MR. LA FIANDRA: Sure.

CHAIR: Feel free.

MR. LA FIANDRA: The, when you do a shared parking, you've tallied the parking required, a shared parking plan, you've tallied the parking required by all the users and you make sure that there is enough parking for all the users, wherever they may be located, under the shared parking agreement, is that correct?

MR. WARFIELD: Correct.

MR. LA FIANDRA: Okay and does that appear to be the missing piece with regard to the easement for parking for the

SEC Holding property?

MR. WARFIELD: That's part of the missing piece, but the other piece miss is that you need to look at both lots together.

MR. LA FIANDRA: Yes.

MR. WARFIELD: You can't just look at one lot and say you set up this agreement where both parties can use this, these parking spaces without looking at both lots.

MR. LA FIANDRA: Sure, okay.

MR. WARFIELD: That's my opinion.

MR. LA FIANDRA: And, thank you. Thank you very much.

MR. KOTROCO: Just one last question on that shared parking plan. That is a particular provision of the Baltimore County zoning regulations?

MR. WARFIELD: It is.

MR. KOTROCO: And it gives you the number, the listing of the types of uses that apply to a shared parking?

MR. WARFIELD: Correct.

MR. KOTROCO: Okay. Is a church one of them?

MR. WARFIELD: The church is, but I believe the church is decided by the zoning commissioner on how much you can share and when you can share it.

MR. KOTROCO: Okay. All right.

CHAIR: Let me, go ahead.

MR. LA FIANDRA: But that procedure was not followed here?

MR. WARFIELD: Correct.

CHAIR: So, just to, to dial back to my understanding or my very basic understanding of why we're here today, in terms of the subdivision here to carve out Lot 4, the easement issue doesn't really factor into whether Lot 4 can or cannot be carved out, correct? I mean, you're going to have that problem with or without the subdivision itself?

MR. WARFIELD: Well, yes and no. The, you could theoretically subdivide the property but you, when you subdivide a property, you need to show that the two lots work and stand alone or else you have to provide the parking. You have to provide either offsite parking or if they don't stand alone, then you can't subdivide.

CHAIR: Well, I mean, wouldn't that, by your understanding, the necessity, you would be required to actually submit for a variance in advance of trying to subdivide?

MR. WARFIELD: Yes.

CHAIR: So, do you --

MR. WARFIELD: I mean, you wouldn't have to submit a variance. There are other routes, you could do reciprocal easement, you could do build more parking --

CHAIR: Sorry.

MR. WARFIELD: -- there are others, other options.

That's one option.

CHAIR: So, if you, if, if this was subdivided and you could create some, if you would create a parking issue here, because of the easements, again, it's independent of the subdivision question but there are other ways that that can be addressed, both before this proceeding but also after this proceeding, correct?

MR. WARFIELD: Correct.

CHAIR: Can there be conditional approval based on that, in your estimation?

MR. WARFIELD: I would see why not. You could condition your approval upon meeting the parking requirements. I would, that seems like a reasonable thing.

CHAIR: Okay.

BOARD: On the lots where there is an excess of parking, what uses exist?

MR. WARFIELD: I'm sorry, say that one more time.

BOARD: On the two parcels where there is excess parking, Mr. Brown's and the Sears parcel as you identified them, you said Sears is still open and operating, as it were, and on the western parcel, Mr. Brown's parcel, --

MR. WARFIELD: So, and as far as I know, Sears is still operating and using their entire space, I don't know any other users that might be in there.

BOARD: Limping along as it is.

MR. WARFIELD: And on the western parcel, the Security, the Security Wards parcel, it has a lot of different uses in it. North American Trade Schools I believe is in there. The, there are some restaurants, it's been repurposed as multiple retail uses instead of the big shopping center that was, you know, the, the, the anchor shopping center building of a Hecht's or Wards or whatever was there.

CHAIR: So, a mall within a mall?

MR. WARFIELD: Kind of.

CHAIR: Understood.

MR. WARFIELD: Yes.

MR. KOTROCO: So, if the North American Trade School was in your property, Mr. Brown's property, why didn't he provide an area for them to drive their trucks around on?

MR. WARFIELD: That's a good question.

MR. KOTROCO: Good question, okay.

MR. LA FIANDRA: One follow-up question based on your question, Mr. Chairman.

CHAIR: Yes.

MR. LA FIANDRA: Mr. Warfield, do the development regulations provide that in order to subdivide property, regardless of which process you're using, that you need to comply with all County requirements?

MR. WARFIELD: Yes.

MR. LA FIANDRA: Okay.

MR. KOTROCO: Nothing further.

CHAIR: I guess we're done with Mr. Warfield. Thank you very much.

MR. WARFIELD: Okay.

BOARD: Thank you.

MR. WARFIELD: Was this your copy?

MR. LA FIANDRA: No, it was my copy.

MR. WARFIELD: It was your copy.

BOARD: Didn't mean to torture him.

CHAIR: No, no.

MR. WARFIELD: Thank you.

MR. LA FIANDRA: I'd like to call Shirley Supik.

CHAIR: When you're ready.

BOARD: I'm sorry, I was still listening to Mr. Warfield.

CHAIR: Yes.

BOARD: Ms. Supik, do you swear and affirm under the penalties of perjury, that the testimony you are about to give is true and correct to the best of your knowledge and belief?

MS. SUPIK: I do.

BOARD: Would you please state your name and address for the record, spelling your name?

MS. SUPIK: Shirley, S-H-I-R-L-E-Y, Supik, S-U-P-I-K, 3525 North Rolling Road, technically it's Rockdale, Maryland 21244, but it's the Windsor Mill post office.

CHAIR: 21214?

BOARD: 44

MS. SUPIK: 21244.

CHAIR: Thank you.

MR. LA FIANDRA: Mrs., Mr. Chairman, I have rule eight papers for Mrs. Supik.

CHAIR: Have you shown them?

MR. LA FIANDRA: I have.

CHAIR: Mr. Kotroco?

MR. LA FIANDRA: May I hand them to you?

CHAIR: Yes, thank you. And this will be received as Exhibit 3 are we?

BOARD: Four.

CHAIR: Four. Okay, so Exhibit 4, the rule eight papers.

MR. KOTROCO: (inaudible) the only objection I have to them, it looks like, I'm looking at rule eight here of the Board's rules and it's supposed to include the accurate number of members in the association and geographical limits. I didn't see that.

MR. LA FIANDRA: I think my, I think the rule says that she needs to be able to testify to the number of, she need to be able to testify accurately to the number of members, not that it needs to be in the papers.

MR. KOTROCO: Okay.

MR. LA FIANDRA: Okay? She's going to do that.

MR. KOTROCO: Okay, good.

MR. LA FIANDRA: And then I have another exhibit.

CHAIR: So, I'm assuming, and maybe, and just to clarify, Mr. La Fiandra?

MR. LA FIANDRA: Yes, sir.

CHAIR: The rule eight papers, Exhibit 4 you just handed forward, the --

MR. LA FIANDRA: Yes.

CHAIR: All copies seems to have original signatures, correct?

MR. LA FIANDRA: That is not true.

CHAIR: Okay.

MR. LA FIANDRA: I think they are copies, I'm not quite sure which one has the original signatures.

MS. SUPIK: They all have original signatures.

MR. LA FIANDRA: Oh, they all have original signatures, oh.

MS. SUPIK: All have original signatures.

MR. LA FIANDRA: Oh, wonderful. Thank you very much.

CHAIR: All right. So, that resolves that.

MR. LA FIANDRA: Okay. Mrs. Supik, what is your --

CHAIR: Well, hold on one second. So, Mr. Kotroco, with that in mind?

MR. KOTROCO: Okay, no objection.

CHAIR: No objection. So, Exhibit 4 will be admitted.

MR. LA FIANDRA: Thank you very much and I'll ask her about this (inaudible).

MR. KOTROCO: Okay, thank you.

MR. LA FIANDRA: Mrs. Supik, do you have a position with the Liberty, pardon me, the Liberty Road Community Assoc, Council?

MS. SUPIK: I do.

MR. LA FIANDRA: What is that?

MS. SUPIK: I'm the President, have been for seven years, 2019 I'm going into my eighth year.

MR. LA FIANDRA: Okay. Are you also on the zoning committee?

MS. SUPIK: I am.

MR. LA FIANDRA: And are you also a member of the board of directors?

MS. SUPIK: I am.

MR. LA FIANDRA: Okay and how many members in that association, that being --

MS. SUPIK: It's really funny that you should ask this because just last night, because of a health reason, one of my board members has, has asked to be let out of her duties, so that makes us, I guess, the dirty dozen. Twelve.

MR. LA FIANDRA: Twelve?

CHAIR: I'm sorry, is that twelve on the board or members?

MS. SUPIK: Twelve on the board, it was thirteen.

BOARD: Yeah, how many members, gen, generally?

MS. SUPIK: Oh, you're talking about, you're talking about all the people that are in my --

BOARD: Yes.

MS. SUPIK: Okay. We have approximately twenty-three community organizations. That twenty-three organizations can mean, one organization can have six hundred and eighty homes, another one can have a hundred and eighty homes.

CHAIR: If I may, you're an umbrella organization for the area community associations?

MS. SUPIK: I am, I am.

CHAIR: And there are twenty-three membership, named or --

MS. SUPIK: Communities.

CHAIR: Community associations?

MS. SUPIK: Yes.

CHAIR: That form the, the council?

MS. SUPIK: Yes. We do have a board of twelve members.

CHAIR: Right.

MS. SUPIK: And we also have two businesses that have started with us and we also have a, a large handful of what we

call individual members that do not have a, an association that they call home, so in order to get all the information about the community, they come to our meetings, even though they don't particularly, I mean, they, they belong as an individual, they pay their dues as an individual but they don't have a community organization of their own, just ours.

CHAIR: Understood.

BOARD: So, of, of all that collection of people, can you give us an estimate of the number of people that --

BOARD: Or the number of homes.

BOARD: The number of homes that would be associated with the Liberty Road Community Council?

MS. SUPIK: I can honestly say to you thousands. I, I, I can't give you a number because I've never sat down and, and looked at numbers. But I can, I can, my e-mail list is five hundred community organizations and people alone and I would assume that inside of two days, I probably hit twenty-five thousand people just from networking, you know, people sending it out and more people sending it out and more people sending it out, --

CHAIR: And with these community associations, are they voluntary membership or are they mandatory membership, you're component community associations, do you know? When I say within a particular neighborhood, that is, so one of your twenty-three, any one of them, are, do you know if they're

voluntary or mandatory?

MS. SUPIK: No, everything is, everything is voluntary.

CHAIR: Right. So, there's no way for you to ever assess how many would be members --

MS. SUPIK: No.

CHAIR: -- based on that alone?

MS. SUPIK: No.

CHAIR: But as to members of your organization, there's twenty-three constituent community associations --

MS. SUPIK: That are paying.

CHAIR: -- two businesses and several, several individuals that are paying members?

MS. SUPIK: Yes, yes. Sorry, I can't get you closer.

CHAIR: No, no, it's, it's understandable.

MR. LA FIANDRA: May I approach with a few more exhibits?

CHAIR: Have you shared with Mr. Kotroco?

MR. LA FIANDRA: Yes, I did.

CHAIR: Okay.

BOARD: Thank you.

MR. LA FIANDRA: Mrs. Supik, do you, do you, what is this that I've handed you?

CHAIR: Hold on. This is Protestant's Exhibit 5.

MR. LA FIANDRA: Oh, pardon me, yes. This is a map

of the Liberty Road Community Council, Inc. When I went to Baltimore County to upgrade our information, which had not been upgraded for quite some time, our past director had been sick with cancer and she hadn't updated. So, when I took over, I wanted to update all the information on the County website and when I gave them our parameters, this is the map that Baltimore County said LRCC inhabits. I can tell you also from this, that we now have people that are joining LRCC that are now outside of our parameters. So, we are now expanding and since LRCC was formed in 1958 and we have been doing what we do, serving the community for six decades, you can see how we got so big.

MR. LA FIANDRA: Have you had an opportunity --

BOARD: And it's the (inaudible)?

MS. SUPIK: Yes, it is.

BOARD: Geographically?

MS. SUPIK: Yes, it is. And if you want me to voice that, I'll, I'll tell you how I voice it when we talk to people.

BOARD: I don't think we need that.

MS. SUPIK: Okay, good.

MR. LA FIANDRA: Have, have, has the zoning committee had an opportunity to review the plans that have been marked as Petitioner's 6-B?

CHAIR: 6-A and B.

MR. LA FIANDRA: 6-A and B, yes.

MS. SUPIK: Well, I took the last, from the last, let me say this. I came to the last hearing that was here and what I had been given by Mr. Kotroco I took to our LRCC meeting and we had a thorough discussion back in April, some time back, of what was proposed and what the community. I not only put it out for the board, but I also put it out for the community members that came after our meeting. We also have a board meeting from, starting at 6:30 and, for an hour, and then at 7:30 till 9:00 or whatever time we, we finish, we have what we call a community meeting and that's when all the communities come up, or a representative of that community, of what we call a delegate, comes to the meeting and they get the information and we discuss things with them. And this is part of what we discussed with them. And when I asked them what their opinion was, which delegates a lot of what I do, it isn't only what the board decides, it is a, a pact between the community and the board to make decisions on what we want to support and what we don't want to support. And so, after speaking to them, their idea was that they wanted me to continue to oppose and that's why I'm here.

MR. LA FIANDRA: On what basis did they want you to continue to oppose?

MS. SUPIK: I have to, I guess I take what I do very personally and I think it's very important what I do, even though it's a volunteer basis. And of course, the longer I've

had this job, the more I learn. And the one thing that I have thought from the beginning is that this mall is a needed thing for the community. I remember when it was new, when it was, when it was pretty and back in those days, I can bet you that when the developers wanted to make this mall, they came to us. They came to LRCC and asked for their support. They probably went to Chadwick, which is right down the road, which is another community group that's under us and, and --

MR. KOTROCO: I don't want to be disrespectful and, but I, because I really like Shirley, she's a friend of mine. But I would object. It's kind of a little bit off base, I mean, of what happened back in the seventies, I guess, when this was built. So that would be the purpose of my objection.

MR. LA FIANDRA: She's explaining the basis of her objection to this proposal.

CHAIR: And that's kind of how I've heard this thus far, that she is starting, has a starting point as to where this forms.

MR. KOTROCO: Okay.

CHAIR: And she's getting to a point to where it would explain why it, she, well, the LRCC is in opposition today.

MS. SUPIK: Right, I am.

MR. KOTROCO: Okay.

MS. SUPIK: Back in those days, they actually, when

they came around to, to the meetings, they wanted the support of the community and, and the community gave it to them. And they promised to give the community what they wanted. When they built, they wanted to find a large piece of property out of the way, so that they wouldn't disturb the community when they built and so most malls and shopping centers at that time were built with no one around them. How can you have standing if you build a, a, a business where there is nobody? And so, now, the community is saying, this mall has gone downhill because they have piecemealed it to death. They have sold off all these pieces to four or five different people and the problem is now each one of them only cares about himself, he doesn't care about the community or the whole. They're actually cheating themselves because they're not making all the money that they could, people would support it if it was big and beautiful and, and, and lovely. But now here we are, we're trying to do something to, to make this mall new, not to piecemeal it again and the community says I want a whole mall, I do not want a piecemealed mall, I want it to be new. I want them to give me a place where I can buy a dress. You have a place like, on Foundry Row, you, a, a lady can't even buy a dress there and there's fifty-four acres of it. So, the community has come to me and said, Shirley, stick to your guns, tell them you want a whole mall. You want them all to come to the table together and talk about the goodness of the entire

process, the entire mall. And then, once you do that, once you get them all at the table together, maybe something can be done. That is what the community has spoken to me and asked.

BOARD: When you're done that, maybe you could get the Israelis and the Palestinians (inaudible) --

MS. SUPIK: Wouldn't that be nice? Wouldn't that be nice?

BOARD: And have you had any success in doing that?

MS. SUPIK: No, I keep bringing it up, I keep trying. The, the gentleman who owns that little auto center, he's called me several times and e-mailed me trying to get me to come out to, to lunch with him but he's only one. If, if five of them wanted to do that, I'd be thrilled to do that.

CHAIR: Thank you.

MR. LA FIANDRA: Does the community support any reduction in the parking --

MS. SUPIK: No.

MR. LA FIANDRA: -- that's required on the site?

MS. SUPIK: No, and the reason why they don't is because, and, and I love Sister Bethea, you know I do, and it hurts me to go against her. But I honestly feel that the best for the mall is to hold it together, I do.

MR. LA FIANDRA: You met her personally?

MS. SUPIK: Huh?

MR. LA FIANDRA: You met her personally?

MS. SUPIK: Yes, oh, yes, we've gone to her meet, her church services and she actually made a delegate to come to LRCC and yes, I, I love her. She's a dynamic person. She's going to do great things there but I want us all to do it together.

MR. LA FIANDRA: I don't have anything else for Mrs. Supik. I don't know if --

MR. KOTROCO: Just a couple quick questions.

MS. SUPIK: Go ahead.

MR. KOTROCO: Set the Captives Free, I know you're close with them.

MS. SUPIK: I am.

MR. KOTROCO: They're, they're a good addition to this property --

MS. SUPIK: I know they are.

MR. KOTROCO: You would agree with that?

MS. SUPIK: I do.

MR. KOTROCO: Yeah. They're, they'll bring some stability and community people back to the mall and bring people and bodies to the mall, at least --

MS. SUPIK: I agree.

MR. KOTROCO: -- on Sundays and nights during the week when they're doing their fellowship and so forth?

MS. SUPIK: I agree, and if we could get this straightened out where the rest of the mall can come together

and do something, I'll be there helping her.

MR. KOTROCO: I know you will. I know you will, Shirley. Let me just ask you a couple more questions. The mall started out kind of in pieces to begin with, right? Because Sears owned their own piece and Macy's owned their own piece?

MS. SUPIK: No, not quite.

MR. KOTROCO: No?

MS. SUPIK: They all were under one auspice. That meant that if there were rules and regulations to that mall, everybody had to abide by them. There wouldn't be tires laying around and broken up concrete and buildings that were shabby, they all fought together to make that mall right.

MR. KOTROCO: Right. And now the parking arrangement that they used to share, that's been struck down as we've already heard.

MS. SUPIK: Yes, yes.

MR. KOTROCO: Okay, all right. I don't have any more questions.

BOARD: So, is, so everyone wants the mall revitalized, right?

MS. SUPIK: I don't know. I don't know be, you mean, me, on our, oh, ours, yes.

BOARD: I meant on your end.

MS. SUPIK: I thought you meant the other group, yes,

yes.

BOARD: And, and you're, and the approach would be --

MS. SUPIK: LRCC.

BOARD: The LRCC is that it has to, that redevelopment has to take place in one sort of apocalyptic (inaudible), one big moment where everything is kind of done at the same time.

MS. SUPIK: Actually, I mean, what they think is that the demise of the mall came because originally it was bright and shiny and new and everybody went there. They started building other places, Hunt Valley, Columbia, White Marsh and people started going there too. And as time went on, the mall went downhill, age, and they didn't have the customer base that they had originally and so, to maintain what they had, they piecemealed and sold off different pieces. By doing that, they broke up that all inclusive thing. Look, look at the two restaurants. They've sat for twenty some years, twenty some years and they're falling apart. There's holes in the roof and everything. It's, it's disgusting. And so, because they, the piecemealing is what tore that mall apart, the community says let them come together and do it all at once or don't, you know, or, or figure out another way but it seems like they don't want to go back to the process of the demise. Here we want to split it up another time, make more problems, that's how they think.

BOARD: Okay.

BOARD: Mrs. Supik?

MS. SUPIK: Yes?

BOARD: Mr. La Fiandra identified four Protestants on whose behalf he is here today, two in addition to you and your husband and the Liberty Road Community Council. Have you had any dialogue with the other Protestants?

MS. SUPIK: I don't know who they are.

CHAIR: Howard Brown, I believe, is one of the Protestants and one of the owners --

BOARD: And Security Wards --

CHAIR: Right.

BOARD: Security Wards, LLC and Howard Brown.

MS. SUPIK: Who besides Howard Brown?

CHAIR: Security Ward, LLC.

MS. SUPIK: Oh, no, I haven't, I haven't --

BOARD: So, you don't know what their intentions are with regard to their individual parcels?

MS. SUPIK: The only thing that I can say about, and, and today, believe it or not, I never knew Howard Brown had a parcel there. I didn't. We attend the meeting at Star Church, where Mr. Brown expressed his desire to work on the mall, but nothing came to that. At that time, his lawyer was David Karceski and they had a large meeting. There might have been, oh, my goodness, three or four hundred people there and he

expressed a desire to work on the mall. I thought he was throwing out a lifeline, you know, to, to get people interested, but obviously nothing came of it.

BOARD: And how long ago was that?

MS. SUPIK: Couple of years, I think.

CHAIR: You can't answer --

MS. SUPIK: You, you were there.

MR. KOTROCO: I was, I didn't attend it, but I knew about it.

MS. SUPIK: Oh, you weren't, okay. It was a couple of years ago.

BOARD: So, you're saying years. But you have no idea what the basis of either of the other Protestants' objections are?

MS. SUPIK: No, I don't. I really don't.

BOARD: That would be helpful.

MS. SUPIK: I, I mean, nobody has approached me, so--

BOARD: And there was no further dialogue with Mr. Karceski?

MS. SUPIK: No, un huh. As a matter of fact, I had asked, I know David too. We've, we've worked on projects together and I asked him if he would give me some insight and he never did. So, I guess, maybe his client didn't want him to or whatever, I don't know.

BOARD: Thank you.

MR. KOTROCO: Just in light of that, you would, you know the church would be willing to sit down with folks.

MS. SUPIK: I know, and I, and I would do that.

MR. KOTROCO: Right.

MS. SUPIK: But I can't do it with just the church.

MR. KOTROCO: Right.

MS. SUPIK: I have to do it with everybody.

BOARD: Well, how --

CHAIR: Really start with, with more than one person --

MS. SUPIK: Right.

CHAIR: (inaudible).

MR. HORNE: Right.

BOARD: I don't know if any of the exhibits have a large enough area map, but can you tell me roughly where your home is on Rolling Road with respect to the property, how many miles?

MS. SUPIK: Well, I, I'm probably four miles. I'm probably four miles from --

BOARD: Which, in which direction? Just, toward Liberty Road?

MS. SUPIK: Toward Liberty Road, yes, yes. I live right at, almost right at Liberty Road, almost right at the corner.

BOARD: Oh, so you're between Milford and that

intersection where the drug store is?

MS. SUPIK: You know, do you know where, the, the corner of, it's Liberty, there's a Bank of America on the corner, there's a McDonald's behind it, there's a PNC on one corner?

BOARD: And Ollie's on --

MS. SUPIK: Yes.

BOARD: Yes, I know exactly where that is.

MS. SUPIK: Yes, I live, I live about two hundred foot from that, ours is the first home on that street.

BOARD: Is there also a church on Rolling Road?

MS. SUPIK: Yeah, right on the opposite corner, yeah, they're, they're our neighbors.

BOARD: I think I've been there.

MS. SUPIK: They're our neighbors.

BOARD: Thank you.

MS. SUPIK: But that's the other thing that I think that, that the mall is missing when they talk about standing. Because there's nobody in the general vicinity who lives in that area, they're missing the one thing. The, the customers are the people who are in good standing. The community is the person, not good standing, well, they are in good standing, but who have standing because they are the ones who stuck by them. They're still there. That's who they should talk to.

MR. KOTROCO: Let me ask, if I could, in light of

your question, Mr. Dopkin, I do have a My Neighborhood, Ms. Supik, and actually, you're closer than you think. It's 3.08 miles.

MS. SUPIK: Okay, well.

MR. KOTROCO: I would offer this as an exhibit.

MS. SUPIK: Sorry, I didn't fib.

CHAIR: Sixteen.

BOARD: This is Petitioner's exhibit?

CHAIR: Sixteen.

BOARD: Thank you.

MR. KOTROCO: Yeah.

MS. SUPIK: Okay.

CHAIR: And Mr. La Fiandra?

MR. LA FIANDRA: I haven't seen that.

MR. KOTROCO: Oh, I'm, I'm sorry, (inaudible). And it just shows your location there, Ms. Supik?

BOARD: Oh, thank you.

CHAIR: This was used below, correct?

MR. KOTROCO: I think it was.

CHAIR: This exhibit? Yeah.

MR. KOTROCO: I think it was, yeah.

CHAIR: Because it looks familiar.

MR. KOTROCO: 3523 Rolling Road is your address.

MS. SUPIK: And I probably pass the mall at least twice a week, going to different places. I shop at Weis, at,

at Security Square Mall, so.

MR. KOTROCO: I don't have (inaudible).

MR. LA FIANDRA: I don't have anything else.

BOARD: Thank you.

MR. LA FIANDRA: Thank you.

BOARD: Mr. La Fiandra, can you proffer to us the basis of your other clients' objections?

MR. LA FIANDRA: They have property in this center and they are concerned that if there's a parking deficiency on this property that it will affect their property otherwise in the center. As identified by Mr. Warfield as the Security Wards property, it used to be called the --

CHAIR: Hutzler's?

MR. LA FIANDRA: -- Hutzler's building, yes. It's 16.99 acres, seventeen acres.

CHAIR: But, from what I understand, that has eight to one parking ratio there, so they, I mean, they wouldn't have a deficiency no matter what happens with respect to the proposed, proposal here.

MR. LA FIANDRA: They, they have an interest in the success of the mall.

CHAIR: Yes.

MR. LA FIANDRA: Yes.

CHAIR: That's understood.

MR. LA FIANDRA: Yes.

CHAIR: But in terms of them being directly impacted by a parking deficiency, assuming one would exist, they wouldn't actually be directly impacted by it because they have an eight to one ratio.

MR. LA FIANDRA: They would be impacted, they, they are entitled to have an eight to one ratio if that's what they desire to put up. And if they, if, if, if a deficiency of parking on this property creates a need for parking on their property, or anywhere else in the mall, despite the fact that they have eight to one parking, then, then they're, then they have an interest in this.

CHAIR: I'm not questioning whether they have an interest in this. I, you know, leaving that issue aside, just in terms of the significance of the impact upon the property owner in that instance. It would seem that that is more remote of a, of a matter. It is more attune to what Ms. Supik is referring to in, in that community of interest in terms of where does this entire mall or shopping area go in the future. That is, how, what is best for the community going forward, that's accepted and that's understood. But in terms of a direct impact in terms of the parking, it seems that that would be a little bit more remote for that, that individual who you represent as opposed to perhaps some others.

BOARD: And to follow-up on something Mrs. Supik said, is it the organ, the organization has met with one of the

other Protestants about his, that owner's intentions but they have no dialogue bef, about this hearing or the basis of their objections and what their intentions are, which would have been particularly helpful to this Board, since you represent them.

MR. LA FIANDRA: I'm, I'm not sure I'm understanding your position, or your --

BOARD: The question is, it's, --

CHAIR: It seems like they have the same goal and yet there's no, not been a discussion --

BOARD: There's been no communication.

CHAIR: And we know this doesn't fall necessarily on your feet.

MR. LA FIANDRA: Of course, they haven't come in, my client, Security Wards or Howard Brown, they haven't come in with a plan for anything and if --

CHAIR: No, that's understood.

MR. LA FIANDRA: Yeah.

CHAIR: That's why, right, because if they had a plan they --

MR. LA FIANDRA: And if they were to --

CHAIR: -- would be more, maybe a potential direct impact that they would reveal to show how a change here could impact that plan, that would, that pretty much was assumed but I think what Ms. Dopkin is getting at is it would be beneficial from what Ms. Supik wants to do and, and her communities --

BOARD: And it's been months since this hearing originally convened and there has been ample opportunity for that dialogue to have occurred or for the basis of their, your other clients' objections or intentions to have been made clear to us and right now, they're not. I've heard what you say about parking and I happen to embrace Mr. Garber's position that they have a lot of parking. It would take a much more dramatic demonstration that this would impact them negatively than what we've heard today.

MR. LA FIANDRA: Well, I think that goes to the KOREA having been canceled and at one point everybody had the opportunity to park anywhere they wanted. But now, as a result of that litigation, that, that easement is no longer in place and --

CHAIR: Who was the one who prompted that, the KOREA litigation?

MR. LA FIANDRA: I was not involved.

CHAIR: I seemed to think it was --

MR. KOTROCO: It was Mr. Brown, yeah.

CHAIR: -- that it was Mr. Brown, who actually was the one who initiated the litigation that terminated the agreement.

MR. LA FIANDRA: Well, that, he, he may have initiated the litigation, which I was not involved, so --

CHAIR: No, I, and I'm sorry to put you on the sport

with that, with that --

MR. LA FIANDRA: -- but my reading of the Order, which I have and I'm going to give to you, is that it terminated by operation of the, of, of the agreement itself.

CHAIR: Sorry.

BOARD: I under --

MR. LA FIANDRA: He, he, it happened.

CHAIR: Yes.

MR. LA FIANDRA: And then he got a declaration that it happened.

CHAIR: Yes.

MR. LA FIANDRA: Yes. And if I may do that right now, --

CHAIR: Yeah, yeah, not to interrupt your presentation or anything.

MR. KOTROCO: Just if I could only respond briefly about the parking. We're acting as if everybody is fighting to find a parking spot out there. It's barren, it's a barren, barren desert of parking.

CHAIR: We've under, I think that's represented by the photos and --

BOARD: We've seen the photos.

MR. KOTROCO: Yes.

CHAIR: -- also understood from, you know, just the issues that have been going on in this case about, you know,

the vac, the vacant areas and what not and the condition of the restaurants and the need to attract more people back to it. So, we, that's understood that it's not well attended at the moment.

MR. KOTROCO: Right.

BOARD: Mrs. Supik's arguments are heart felt in ways that all this technical stuff isn't.

MR. LA FIANDRA: I completely understand.

BOARD: But with an absence of your other clients, I got nothing from them.

MR. LA FIANDRA: I don't understand.

BOARD: I mean, I don't know what their basis for this, for their alleging they're opposed if they are not here to tell us and I understand your argument regarding parking. I just find it troubling that they met with the community three years ago, two years ago?

MS. SUPIK: Um hm.

BOARD: And that was the last time they spoke and this has been a pending proceeding for months.

MR. LA FIANDRA: Well, I think it --

BOARD: I just find it troubling.

BOARD: I mean, really, the whole thing is vulcanized and I, you know, --

BOARD: Good way to put it.

BOARD: -- I forget the name of the guy that united

the Italian states.

CHAIR: Garibaldi.

BOARD: Garibaldi, I don't know how it is, I mean, we can --

VOICE: Might be related to Dino.

BOARD: -- we can bemoan the reality but it is the reality and I don't, you know, I think that's just what we're stuck with. That's facticity, you know?

CHAIR: Well, anyway, with that in mind, you have other evidence you wish to present?

BOARD: Yes.

MR. LA FIANDRA: Yes, this is just in the nature of--

CHAIR: Ms. Supik, you are done on the standby the way.

MS. SUPIK: Thank you.

CHAIR: And I'm sorry --

BOARD: And thank you for your testimony.

BOARD: Yes, thank you very much for your testimony.

CHAIR: Yes, indeed.

MS. SUPIK: Oh, you're welcome.

MR. LA FIANDRA: Thank you.

MS. SUPIK: Are these yours?

MR. LA FIANDRA: Yeah, no, this was for the Board.

MS. SUPIK: Okay.

MR. LA FIANDRA: Thank you very much. I've given Mr.

Kotroco copies of this. This is the, what has been called the KOREA.

CHAIR: Yeah.

MR. LA FIANDRA: And these are just a few pages, the whole document is a hundred and thirty-three pages.

CHAIR: Yes.

MR. LA FIANDRA: I spared you. And so, if I may, I'm going to mark this as Protestant's number six. I've given Mr. Kotroco one and here are four copies for the Board.

CHAIR: Thank you.

MR. KOTROCO: Can I argue that he should have provided all hundred and some pages? Just kidding, just kidding.

CHAIR: Yes, Protestant's Exhibit 6.

MR. KOTROCO: I have no objection to six.

MR. LA FIANDRA: Number seven. And number seven will be the final declaratory judgment, which is really just one paragraph, which indicates the basis upon which the KOREA was ultimately terminated and I've given that to Mr. Kotroco as well. And I'm handing that --

CHAIR: Declaration and termination?

MR. LA FIANDRA: Yes.

CHAIR: Right.

BOARD: So, six is the --

BOARD: The excerpts of the KOREA.

MR. LA FIANDRA: Yes, it's just excerpts of the KOREA. Having to do with parking.

BOARD: Seven is the Order, right?

CHAIR: Yes, the final declaratory judgment.

MR. LA FIANDRA: And just so that there's no ambiguity on the record, I, I'm moving all of my exhibits in.

CHAIR: Sorry, yes, and I understood, Mr. Kotroco, you had no objection to any of the exhibits?

MR. KOTROCO: No objection.

CHAIR: And similar, as to Exhibit 16.

MR. LA FIANDRA: Yes, no problem.

CHAIR: For Petitioner. Okay, so all are admitted. That is Petitioner's Exhibit 16 and Protestant's exhibit, in the event I did not say any of this earlier, one through seven are all admitted.

MR. LA FIANDRA: Yes, thank you very much.

MS. SUPIK: Can I make a correction? The house was built in 1791 at twenty-three.

MR. KOTROCO: I knew you had an historic property there, I wasn't quite sure what --

MS. SUPIK: 1791, not 1893.

CHAIR: Okay, very well.

VOICE: It's a little difference.

MR. LA FIANDRA: I, I did speak with Mr. Kotroco about this earlier, in lieu of a closing argument, I would like

to do a memo.

CHAIR: We would like that too.

MR. LA FIANDRA: Okay.

CHAIR: So, that worked out well.

MR. LA FIANDRA: Great.

MR. KOTROCO: Okay.

MR. LA FIANDRA: Great.

MR. KOTROCO: Timing, do you know? Submit them at the same time?

MR. LA FIANDRA: Yes, I think so.

CHAIR: Well, first, before we get there, we have one matter to resolve and that is the Motion to Dismiss, which is denied, as you probably already picked up on.

MR. KOTROCO: Thank you. I just wanted it noted for the record.

CHAIR: Yes. Obviously, as I said before, interested persons certainly have the right to come to this proceeding and testify and participate otherwise and they, (inaudible) person for these proceedings is much broader than you would find in Circuit and District Court so, therefore, the Motion will be denied. I understand why you had to do what you had to do.

MR. KOTROCO: Some chose to come, some chose not to come.

CHAIR: Well, we have the appellants here, so that worked out in any event. And so, Mr. La Fiandra, in terms of

the memo, typically we try to do something like thirty days or thereabouts.

MR. LA FIANDRA: That's fine, so thirty days?

MR. KOTROCO: That's fine.

MR. LA FIANDRA: Sure.

CHAIR: I think you both are well aware of the issues that all three of us have discussed up here today and raised questions about. There's obviously an issue as to the process, whether it be CRG, you know, where things go, versus the development review process and what happens if you go to development review and your CRG and all this other stuff. There's a question as to actually what is the effect of the easement agreement for purposes of the parking calculations and what effect that may have in terms of what we can, what relief we can offer should, should everything else, all I's be dotted and T's crossed, whether it can be conditional approval based on, you know, the same. I don't know if there's anything else I'm leaving out but I think that pretty much summarizes where we are in terms of the issues that we had questions about that have been answered by both experts and Ms. Supik here today. Anything else, Mr. Evans?

BOARD: Well, I would just request that the memos be as simple and straightforward as possible. Some of us are not as immersed in these issues as others.

MR. LA FIANDRA: Sure.

MR. KOTROCO: Yep.

BOARD: And we have timing issues because terms expire, so we would like all of this --

CHAIR: Right. So, if we give thirty day for that, the concept would be to have a deliberation shortly thereafter because, obviously, we can't let it drag on --

MR. LA FIANDRA: Sure.

CHAIR: -- and nor does anyone want it to drag on for that matter. Unless there's anything else, you guys have any questions?

MR. LA FIANDRA: Not (inaudible).

CHAIR: So, when I say thirty days, let's come up with a date to provide Ms. Cannington --

MR. LA FIANDRA: Yes, please. Thanks.

CHAIR: -- and so you guys have a definitive marker here. So, today is the --

BOARD: Eighth.

CHAIR: -- 8th, it's a good thing we have a 2018 calendar up here. So, today is the 8th and thirty days, roughly would be the 7th of February.

BOARD: What day of the week is that?

CHAIR: That would be a Thursday.

MR. LA FIANDRA: Thursday.

CHAIR: So, --

BOARD: Make it the 8th.

BOARD: Can we make it the 8th?

CHAIR: No, I was going to say, yeah.

BOARD: Monday, the following Monday.

CHAIR: You okay with the 11th?

BOARD: I don't care.

CHAIR: We'll make it, I'm going with Mr. Evans' suggestion on that. How about we make it, the memos due February 11th.

MR. LA FIANDRA: Sure.

CHAIR: Which is the Monday.

MR. LA FIANDRA: That's fine.

CHAIR: Which will give you a weekend to spend on this.

MR. LA FIANDRA: Yeah.

CHAIR: If needed. All right?

MR. LA FIANDRA: Perfect.

CHAIR: Now, obviously they'd be due by 3:00 here at the Board and, obviously, they are not necessarily meant for the other side, they are, obvious, you know, the normal course.

MR. LA FIANDRA: We'll serve each other obviously (inaudible).

CHAIR: No replies, in other words, where I was going, you know, with that.

MR. LA FIANDRA: Yes, no replies.

CHAIR: Right.

BOARD: Okay.

MR. KOTROCO: Okay. Thank you, Board, for your time and attention.

MR. LA FIANDRA: Thank you very much.

BOARD: Thank you.

CHAIR: Thank you, all. And thank you all for your professional presentation and your demeanor, the way you handled yourselves, all of you here today.

MR. LA FIANDRA: Thank you.

CHAIR: That made it a lot more palatable and easy to get through.

MR. LA FIANDRA: Thank you.

CHAIR: So, thank you, all.

MR. KOTROCO: Thank you.

MS. SUPIK: Thank you very much.

CHAIR: Yes, thank you.

(OFF THE RECORD - 03:15:42 PM)

CERTIFICATE OF TRANSCRIBER

I hereby certify that the hearing in the matter of Set the Captives Free Outreach Center, Inc., case numbers 18-161-SPH, heard before the Board of Appeals of Baltimore County, January 8, 2019 were recorded by means of audiotape.

I further certify that, to the best of my knowledge and belief, page numbers 1 through 229 constitute a complete and accurate transcript of the proceedings as transcribed by me.

I further certify that I am neither a relative to nor an employee of any attorney or party herein, and that I have no interest in the outcome of this case.

In witness thereof, I have affixed my signature this 9th day of June, 2019.

Christine R. Leary

Christine R. Leary

Transcriber

RECEIVED
JUN 17 2019
BALTIMORE COUNTY
BOARD OF APPEALS

2018-0161-SPH

88-200-A #127	S/S Security Blvd., W of Beltway 1st E.D.
10/26/87	Variance - filing fee $100.00 - Beltway Properties
10/26/87	Hearing set for 11/24/87, at 11:00 a.m., before Mrs. Nastarowicz
11/25/87	ORDERED by Deputy Zoning Commissioner Nastarowicz, that the Petition for Variance to permit 5,966 parking spaces in lieu of the required 6,231 spaces, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to restriction.

1988-200-A

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would/~~would not~~ result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested ~~XXXX~~ will not adversely affect the health, safety, and general welfare of the community, the variance~~(s)~~ should ~~should not~~ be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 25th day of November, 1987, that the herein Petition for Variance(s) to permit 5,966 parking spaces in lieu of the required 6,231 spaces, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject, however, to the following restriction:

1) The Petitioner may apply for his building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at his own risk until such time as the applicable appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said property to its original condition.

Ann M Nastarowicz

ANN M. NASTAROWICZ
Deputy Zoning Commissioner
of Baltimore County

AMN:bjs

PETITION FOR ZONING VARIANCE

127
88-200-A

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

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

Variance from Section 409.2b(3) to permit 5,966 parking spaces in lieu of the required 6,231 spaces

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

Interpretation of above Section so as to require one (1) parking space for each fifty (50) square feet of total floor area of existing restaurants in shopping center mall is too restrictive and imposes much more parking than is reasonably required for the intended restaurant uses. The failure to grant the within request will cause undue hardship and practical difficulty for the Petitioners.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law For Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Lessees:

(1) Marriott Corporation

By: [signature]

(2) S & A Restaurant Corporation

(Type or Print Name)

By: [signature]

Signature

(1) Marriott Drive

Address

(1) Washington, DC 20058

City and State

Legal Owner(s):

BELTWAY PROPERTIES, A MARYLAND PARTNERSHIP

(Type or Print Name)

[signature]

Signature

(Type or Print Name)

Signature

MAP NW 14 G
28
E. D. 1st
DATE 2-16-88
200 BF
1000 BF
DP

Address

Phone No.

c/o Manekin Corp.

36 South Charles Street

City and State

Baltimore, Maryland 21201

Name, address and phone number of legal owner, contract purchaser or representative to be contacted

Attorney for Petitioner:

(1) E. Harrison Stone, Esq.

(2) Charles E. Brooks, Esq.

(Type or Print Name)

[signature]

Signature

(1) Suite 600, 102 W. Pennsylvania Ave

(2) 610 Bosley Avenue

Address

Towson, Maryland 21204

City and State

(1) 301-823-1800

Attorney's Telephone No. (2) 301-296-2600

Name

Address

Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 24th day of October, 19 87, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 24th day of November, 19 87, at 11:00 o'clock A. M.

J. Robert Haines

Zoning Commissioner of Baltimore County

ZONING DESCRIPTION
Beginning at the intersection of the south side of Pennsylvania Avenue and the west side of Dolfield Avenue, thence southerly along the west side of Dolfield Avenue 1,100 feet, more or less, to the north side of Bosley Avenue, thence westerly along the north side of Bosley Avenue 1,000 feet, more or less, to the east side of Stevenson Lane, thence northerly along the east side of Stevenson Lane 1,100 feet, more or less, to the south side of Pennsylvania Avenue, thence easterly along the south side of Pennsylvania Avenue 1,000 feet, more or less, to the point of beginning.

#127
S/S Pennsylvania Ave., 1st E.D.
1st C.D.

88-200-A
#127

LEGAL DESCRIPTION

BEGINNING FOR THE SAME AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 70 N, AS SHOWN ON STATE ROADS COMMISSION OF MARYLAND PLATS NO. 28379 AND 26402 AND THE EAST RIGHT-OF-WAY LINE OF ROLLING ROAD, AS SHOWN ON SAID PLATS AND AS SHOWN ON BALTIMORE COUNTY BUREAU OF LAND ACQUISITION PLATS RW 70-119-4 & 5, WHICH PLATS ARE ATTACHED TO AND MADE A PART OF THE DEED FROM ZANVYL KRIEGER AND OTHERS TO BALTIMORE COUNTY, MARYLAND, DATED AUGUST 21, 1970, AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER O.T.G. NO. 5126, FOLIO 242, SAID POINT ALSO BEING THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION:

THENCE N 20°58'12" E ALONG THE EAST RIGHT-OF-WAY LINE OF ROLLING ROAD A DISTANCE OF 59.68 FEET TO A POINT; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE 29.90 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 756.04 FEET AND A CHORD OF 29.90 FEET BEARING N 19°50'13" E; THENCE N 18°42'14" E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 86.83 FEET TO A POINT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE 552.65 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CHORD OF 536.15 FEET BEARING N 05°39'12" W; THENCE N 30°00'38" W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 233.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE 361.66 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 2235.83 FEET AND A CHORD OF 361.26 FEET BEARING N 25°22'35" W; THENCE N 62°00'00" E A DISTANCE OF 633.12 FEET TO A POINT; THENCE N 28°00'00" W A DISTANCE OF 89.49 FEET TO A POINT; THENCE 98.89 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 221.00 FEET AND A CHORD OF 98.07 FEET BEARING N 15°10'50" W; THENCE N 02°21'39" W A DISTANCE OF 102.94 FEET TO A POINT; THENCE 38.66 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 45.00 FEET AND A CHORD OF 37.48 FEET BEARING N 26°58'10" W TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SECURITY BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE 61.61 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 2356.83 FEET AND A CHORD OF 61.61 FEET BEARING N 88°23'18" E; THENCE N 87°38'21" E ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 236.15 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 788.81 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 4518.66 FEET AND A CHORD OF 787.81 FEET BEARING S 87°21'36" E; THENCE S 82°21'32" E A DISTANCE OF 3.35 FEET TO A POINT; THENCE S 42°29'18" W A DISTANCE OF 78.40 FEET TO A POINT; THENCE S 20°41'18" W A DISTANCE OF 26.93 FEET TO A POINT; THENCE S 47°30'42" E A DISTANCE OF 30.00 FEET TO A POINT; THENCE N 64°17'18" E A DISTANCE OF 26.93 FEET TO A POINT; THENCE N 42°29'18" E A DISTANCE OF 25.00 FEET TO A POINT; THENCE N 69°59'30" E A DISTANCE OF 80.57 FEET TO A POINT; THENCE S 82°21'32" E A DISTANCE OF 340.00 FEET TO A POINT; THENCE S 59°32'49" E A DISTANCE OF 126.17 FEET TO A POINT; THENCE S 30°56'08" E A DISTANCE OF 193.64 FEET TO A POINT; THENCE S 35°24'57" E A DISTANCE OF 196.91 FEET TO A POINT; THENCE S 23°48'01" E A DISTANCE OF 193.56 FEET TO A POINT; THENCE S 12°31'19" E A DISTANCE OF 191.57 FEET TO A POINT; THENCE S 01°19'41" E A DISTANCE OF 190.22 FEET TO A POINT; THENCE S 09°24'08" W A DISTANCE OF 94.13 FEET TO A POINT; THENCE S 09°32'20" W A DISTANCE OF 93.93 FEET TO A POINT; THENCE S 13°21'40" W A DISTANCE OF 238.61 FEET TO A POINT; THENCE S 31°24'16" W A DISTANCE OF 154.05 FEET TO A POINT; THENCE S 42°39'30" W A DISTANCE OF 252.19 FEET TO A POINT; THENCE S 48°21'56" W A DISTANCE OF 120.23 FEET TO A POINT; THENCE 723.66 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 1382.09 FEET AND A CHORD OF 715.42 FEET BEARING S 69°21'54" W; THENCE N 82°45'24" W A DISTANCE OF 145.52 FEET TO A POINT; THENCE N 86°39'44" W A DISTANCE OF 341.37 FEET TO A POINT; THENCE N 64°26'09" W A DISTANCE OF 141.50 FEET TO A POINT; THENCE N 64°26'41" W A DISTANCE OF 109.98 FEET TO A POINT; THENCE 373.42 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 3968.86 FEET AND A CHORD OF 373.29 FEET BEARING N 67°08'27" W TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROLLING ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING AND CONTAINING 90.2556 ACRES OF LAND MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

RE: PETITION FOR VARIANCE
S/S Security Blvd., W of
Beltway, 1st Election District
BELTWAY PROPERTIES, Petitioner

: BEFORE THE ZONING COMMISSIONER
: OF BALTIMORE COUNTY
: Case No. 88-200-A

: : : : : : :

ENTRY OF APPEARANCE

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

Phyllis Cole Friedman
People's Counsel for Baltimore County

Peter Max Zimmerman
Deputy People's Counsel
Room 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 2nd day of November, 1987, a copy of the foregoing Entry of Appearance was mailed to E. Harrison Stone, Esquire, Suite 600, 102 W. Pennsylvania Ave., Towson, MD 21204; and Charles E. Brooks, Esquire, 610 Bosley Ave., Towson, MD 21204.

Peter Max Zimmerman

NTY, MARYLAND
REVENUE DIV
CASH RECEIPT

No. 41664

ACCOUNT 01-615

AMOUNT $ 100.00

HARRISON STONE, ESQ

CE FOR VARIANCE

October 26, 1987

E. Harrison Stone, Esquire
Charles E. Brooks, Esquire
Suite 600, 102 West Pennsylvania Avenue
610 Bosley Avenue
Towson, Maryland 21204

NOTICE OF HEARING

RE: PETITION FOR ZONING VARIANCE
S/S Security Blvd., W of Beltway
1st Election District - 1st Councilmanic District
Beltway Properties - Petitioner
Case No. 88-200-A

TIME: 11:00 a.m.

DATE: Tuesday, November 24, 1987

PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

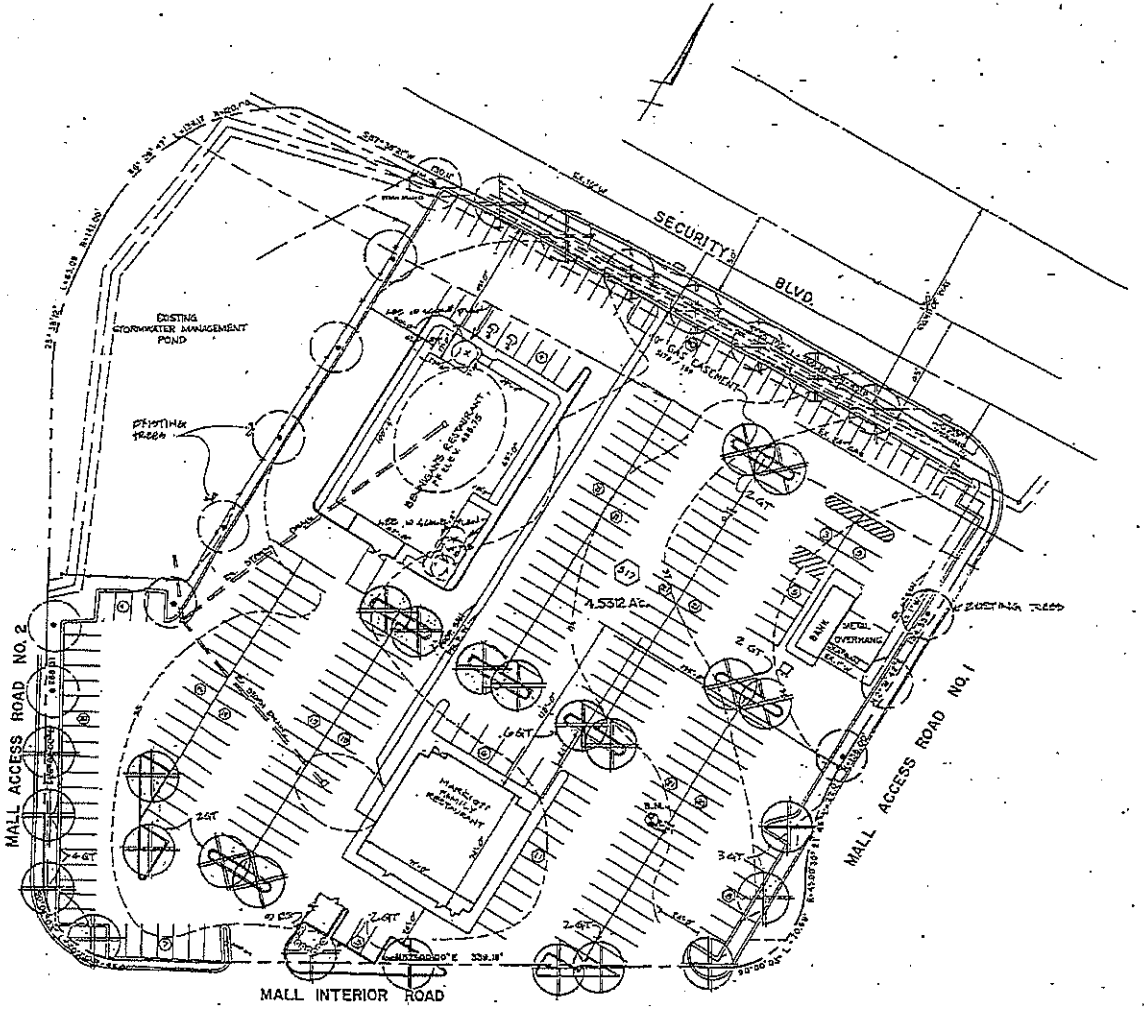
J. Robert Haines

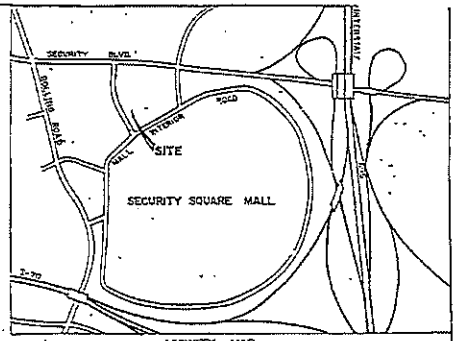
J. ROBERT HAINES
Zoning Commissioner
of Baltimore County

JRH:med

ccs: Marriott Corporation
S & A Restaurant Corporation
Marriott Drive
Washington, D. C. 20058

Beltway Properties
c/o Manekin Corp.
36 South Charles Street
Baltimore, Maryland 21201





VICINITY MAP
SCALE: 1"=200'

NOTES

1. OWNER/LESSOR IS MAY DEPARTMENT STORES CO., 611 OLIVE STREET, ST. LOUIS, MO 63101. AREA OF PROPERTY: GROSS 4.5312 AC. AREA TO BE LEASED BY SEA RESTAURANTS IS 7950 SQ.FT.
2. LESSEE/DEVELOPER IS SEA RESTAURANTS CORPORATION 4006 LBJ FREEWAY, DALLAS, TEXAS 75244 (214) 960-6000.
3. BENNIGAN'S PARKING DATA: EXISTING PARKING PROVIDED - 600
   CREDIT FOR AUTO BAYS - -37
   EXISTING PARKING REQUIRED - 623 -
   PROPOSED PARKING REQUIRED - 159
   (7950 SQ.FT. ÷ 1 PER 50 SQ.FT.) =
   SPACES LOST/RESTAURANT - 48
   MARRIOTT PARKING DATA: EXISTING PARKING PROVIDED - 600
   CREDIT FOR AUTO BAYS - 37
   EXISTING PARKING REQUIRED - 623
   PROPOSED PARKING REQUIRED - 101
   (5000 SQ.FT. ÷ 1 PER 50 SQ.FT.)
   SPACES LOST TO RESTAURANT - 44
4. ZONING BM-CT
5. STORM WATER MANAGEMENT IS BEING HANDLED OFF-SITE UTILIZING THE ADJACENT DETENTION POND.
6. THERE ARE NO WELL OR SEPTIC AREAS ON THE SITE.
7. LANDSCAPING WILL CONFORM TO FINAL LANDSCAPE PLAN BASED ON REQUIREMENTS SET FORTH IN BALTIMORE COUNTY LANDSCAPE MANUAL.
8. THERE ARE NO KNOWN STEAMS, SPRINGS OR 100 YEAR FLOOD PLAINS.
9. THERE ARE NO HISTORIC DWELLINGS ON THE SITE.
10. THERE ARE NO KNOWN WETLANDS, CRITICAL AREAS, ARCHEOLOGICAL SITES, ENDANGERED SPECIES HABITAT, OR HAZARDOUS MATERIALS ON SITE.
11. PROPERTY OWNED BY MAY DEPARTMENT STORES COMPANY.
12. EXISTING GROUND IS 100% PAVED.
13. CRG WAIVER/MOVEMENT APPROVED 6/18/87. CASE #W-87-182.

BENNIGAN'S
AND
MARRIOTT FAMILY
RESTAURANTS

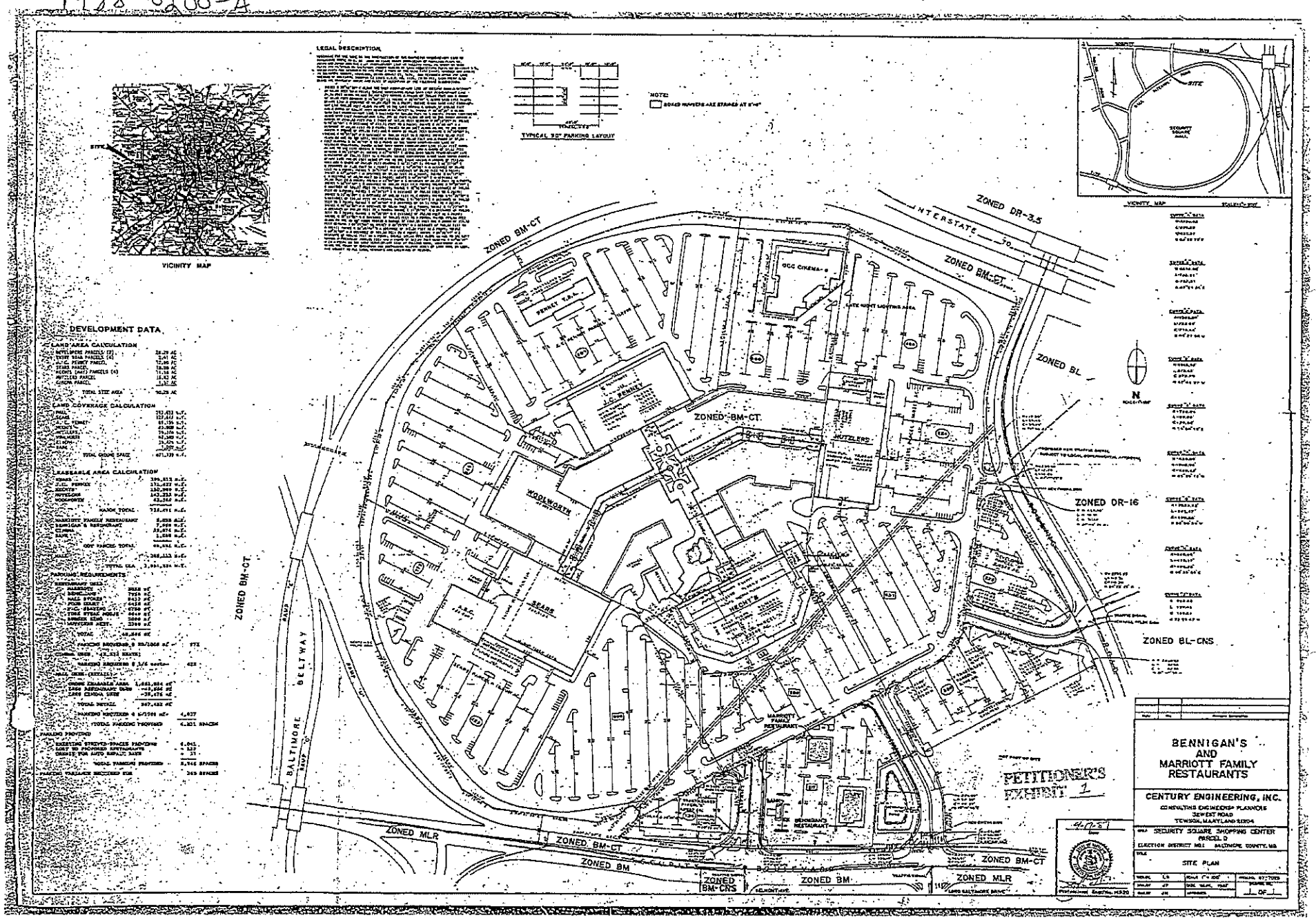
CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS • PLANNERS
32 WEST ROAD
TOWSON, MARYLAND 21204

SECURITY SQUARE SHOPPING CENTER
PARCEL D
ELECTION DISTRICT NO.1 BALTIMORE COUNTY, MD.

SITE PLAN

Des. by J.A.V.	Scale 1" = 30'	Date 8-7-1070
Drawn by C.E.D.	Date 9-10-87	Sheet No. 1 OF 1
Checked by J.K.R.		

1988-0200-A


LEGAL DESCRIPTION
VICINITY MAP
TYPICAL 90° PARKING LAYOUT
NOTE:
VICINITY MAP
DEVELOPMENT DATA
LAND AREA CALCULATION
LAND COVERAGE CALCULATION
LEASABLE AREA CALCULATION
PARKING REQUIREMENTS
PARKING PROVIDED
ZONED BM-CT
ZONED DR-3.5
INTERSTATE 95
ZONED BL
ZONED DR-16
ZONED BL-CNS
ZONED MLR
ZONED BM
ZONED BM-CNS
BALTIMORE BELTWAY
WOOLWORTH
SEARS
PENNEY
HECHT'S
HOTEL END
MARRIOTT FAMILY RESTAURANT
BENNIGAN'S RESTAURANT
PETITIONER'S EXHIBIT 1
BENNIGAN'S AND MARRIOTT FAMILY RESTAURANTS
CENTURY ENGINEERING, INC.
CONSULTING ENGINEERS/ PLANNERS
SECURITY SQUARE SHOPPING CENTER
PARCEL D
ELECTION DISTRICT NO.5 BALTIMORE COUNTY, MD.
SITE PLAN

IN RE: **PETITIONS FOR SPECIAL HEARING AND VARIANCE** – S/S Security Boulevard, 687' E of the c/l Rolling Road **(6901 Security Boulevard)** 1st Election District 1st Council District

Security Wards, LLC et al
Petitioners

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* **Case No. 06-584-SPHA**

* * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of Petitions for Special Hearing and Variance filed by the owners of the subject property, Security Wards, LLC and Security Square Associates, through their attorney Robert A. Hoffman, Esquire. The Petitioners request a special hearing to permit a freestanding, joint identification sign with changeable copy messages, pursuant to Section 450.4.1 of the Baltimore County Zoning Regulations (B.C.Z.R.) and an amendment to the site plan approved in prior Case No. 98-297-A. In addition, variance relief is requested from Sections 450.4.1, 450.4.7 and 450.7.B of the B.C.Z.R. to allow a single, freestanding joint identification sign, to include changeably copy, with a height of 34.5 feet and a total sign face area of 450 square feet, in lieu of the maximum allowed 25 feet and 150 square feet, respectively; and from Section 450.4.3 of the B.C.Z.R. to allow directional signs with a height of 12.5 feet and total sign face areas of 100 square feet in lieu of the maximum permitted 6 feet and 8 square feet, respectively. The subject property and requested relief are more particularly described on the site plan submitted and accepted into evidence as Petitioners' Exhibit 1.

Appearing at the requisite public hearing in support of the requested relief were Michael Glick on behalf of Security Wards, LLC and Deirdre Moore Johnson, Robert de Lapeyrouse, and

Date 8-2-06 By

Bruce Lyons, representatives of Security Square Associates and property owners; Mitchell Kellman, land planner and zoning specialist with Daft McCune Walker, Inc., who supervised preparation of the site plan filed in the case; and David Karceski, Esquire and Arnold Jablon, Esquire, attorneys for Petitioners. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property is a large, irregular-shaped parcel located at the southeast corner of the intersection of Security Boulevard and Rolling Road, just north of the I-70 interchange and west of I-695. The property contains a gross area of 91.45 acres, more or less, zoned B.M.-C.T., and is the site of the Security Square Mall, which has existed on the site for many years. The Petitioners are in the process of upgrading the property and are desirous of replacing an existing freestanding sign with changeable copy at the entrance to the site along Security Boulevard, across from that road's intersection with Lord Baltimore Drive. The replacement sign will enable the Mall to advertise its on-site tenants through the joint identification tenant panels as well as an electronic video changeable copy message board, which will change video messages as frequently as every ten to fifteen seconds. In addition, the Petitioners propose to erect three directional signs along the interior Mall road to assist customers in locating tenants. Testimony indicated that the freestanding sign will be located within the median strip at the entrance to the Mall. At issue is the height and area of the proposed signs, and the Petitioners' proposal to have a freestanding sign with an "electronic" changeable copy message board.

In support of the proposal, testimony indicated that business at the Mall has suffered in recent years and that they have lost several large tenants as well as a number of establishments within the Mall. The Petitioners are currently spending in excess of $1 million dollars annually to provide security for patrons of the Mall and its tenants. While the proposed signage will not

ORDER RECEIVED FOR FILING
Date 8-22-96
By

resolve those problems, it was indicated that the proposed improvements will assist the Mall in retaining its current tenants as well as attracting more upscale/big box anchor stores and restaurants. As noted above, the property is a large parcel with frontage on four major roadways, including two interstate highways, and thus, the Mall draws a number of regional customers, not just local patrons. The changeable copy message board will provide updated information relative to the mall and its tenants, including upcoming sales events, and the directional signs will assist customers in locating businesses on the site as well as provide safe and convenient travel throughout the Mall.

After due consideration of the testimony and evidence presented, I am persuaded to grant the requested special hearing and variance relief. There were no adverse Zoning Advisory Committee (ZAC) comments submitted by any County reviewing agency and no one voiced any opposition. I find that the proposed signage is appropriate in this instance, given the property's unique configuration and location, and that strict compliance with the regulations would result in a practical difficulty and unreasonable hardship upon Petitioners. I further find that the relief requested will provide a needed service to customers, without detrimental impact to the health, safety or general welfare of the surrounding locale. The freestanding sign will be a replacement sign with changeable copy and the directional sign will be interior to the Mall. Additionally, this section of Security Boulevard is entirely commercial in nature.

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

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 22nd day of August 2006, that the Petition for Special Hearing to permit a freestanding, joint identification sign with changeable copy messages, pursuant to Section 450.4.1 of the Baltimore

VED FOR FILING
Date 8-22-06
By

County Zoning Regulations (B.C.Z.R.) and an amendment to the site plan approved in prior Case No. 98-297-A, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED; and,

IT IS FURTHER ORDERED In addition, variance relief is requested from Sections 450.4.1, 450.4.7 and 450.7.B of the B.C.Z.R. to allow a single, freestanding joint identification sign, to include changeably copy, with a height of 34.5 feet and a total sign face area of 450 square feet, in lieu of the maximum allowed 25 feet and 150 square feet, respectively; and from Section 450.4.3 of the B.C.Z.R. to allow directional signs with a height of 12.5 feet and total sign face areas of 100 square feet in lieu of the maximum permitted 6 feet and 8 square feet, respectively, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restriction:

1) The changeable copy portion of the freestanding sign may change tenant messages without duration limitations; and

2) Petitioners may apply for their sign permits and be granted same upon receipt of this Order; however, the Petitioners are hereby made aware that proceeding at this time is at their own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.

WILLIAM J. WISEMAN, III
Zoning Commissioner for
Baltimore County

Date 8-22-08
By

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

DATE: October 11, 2018

FROM: Vishnu Desai, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For September 17, 2018
Item No. 2017-0161-XA (REVISED)

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

If Special Exemption and Zoning Relief is granted a Landscape Plan is required per the requirements of the Landscape Manual. A Lighting Plan is also required.

The Engineer has demonstrated that the drainage area upstream of the site is less than 30.0 acres; therefore, there is no need for a floodplain study to be completed.

* * * * *

VKD: cen
cc: file

APPEAL

Petition for Special Hearing
(6901 Security Boulevard)
1st Election District – 1st Councilmanic District
Legal Owner: Blue Ocean Seoul Plaza, LLC
Case No. 2018-0161-SPH

Petition for Special Hearing (December 13, 2017)

Zoning Description of Property

Certificate of Posting –January 27, 2018 (Linda O'Keefe)

Newspaper Advertisement – January 25, 2018 – The Jeffersonian

Notice of Zoning Hearing – January 5, 2018

People's Counsel Entry of Appearance – December 19, 2017

Zoning Advisory Committee Comments

Petitioner's Sign-in Sheets – 1 Sheet

Citizen's Sign-in Sheets- 1 Sheet

Petitioner(s) Exhibits –

1. Original Site Plan
2. Highlighted Site Plan
3. Aerial Photo (GIS) Mall Property
4. Various Photos of Mall Property
5. Previous Zoning Order 1988-0200-A
6. 4th Amended CRG Plan
7. Aerial Photo

Protestants' Exhibits – None

Miscellaneous (Not Marked as Exhibits)

Administrative Law Judge Order and Letter (GRANTED with Conditions – February 21, 2018)

Appeal Notice, Letter & Receipt – from J. Carroll Holzer, Esq. on behalf of Shirley & Jeff Supik on March 22, 2018

KEVIN KAMENETZ
County Executive

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

March 22, 2018

RECEIVED
MAR 22 2018
BALTIMORE COUNTY
BOARD OF APPEALS

Timothy M. Kotroco, Esq.
305 Washington Avenue, Suite 502
Towson, Maryland 21204

RE: **APPEAL TO BOARD OF APPEALS**
Petition for Special Hearing - Case No. 2018-0161-SPH
Property: 6901 Security Boulevard

Dear Mr. Kotroco:

Please be advised that an appeal of the above-referenced case was filed in this Office on March 22, 2018. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals ("Board").

If you are the person or party taking the appeal, you should notify other similarly interested parties or persons known to you of the appeal. If you are an attorney of record, it is your responsibility to notify your client.

If you have any questions concerning this matter, please do not hesitate to contact the Board at 410-887-3180.

Sincerely,

JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB:dlw

c: Baltimore County Board of Appeals
People's Counsel
J. Carroll Holzer, Esq., J. Carroll Holzer, P.A., 508 Fairmount Avenue, Towson, MD 21286
Jeff and Shirley Supik, 3525 N. Rolling Road, Baltimore, MD 21244

CASE NO. 2018-0161-SPH

CHECKLIST

Comment Received	Department	Support/Oppose/ Conditions/ Comments/ No Comment
1/5/18	DEVELOPMENT PLANS REVIEW (if not received, date e-mail sent _____)	no comment
12/18/17	DEPS (if not received, date e-mail sent _____)	no comment
_____	FIRE DEPARTMENT	no objection w/ conds
1/8/18	PLANNING (if not received, date e-mail sent _____)	_____
12/18/17	STATE HIGHWAY ADMINISTRATION	no objection
_____	TRAFFIC ENGINEERING	_____
_____	COMMUNITY ASSOCIATION	_____
_____	ADJACENT PROPERTY OWNERS	_____

ZONING VIOLATION (Case No. _____)

PRIOR ZONING (Case No. 2006-0584-SPHA)

NEWSPAPER ADVERTISEMENT Date: 1/25/18

SIGN POSTING Date: 1/27/18 by O'Keefe

PEOPLE'S COUNSEL APPEARANCE Yes ☒ No ☐

PEOPLE'S COUNSEL COMMENT LETTER Yes ☐ No ☐

Comments, if any: _____

TO: PATUXENT PUBLISHING COMPANY
Thursday, January 25, 2018 Issue - Jeffersonian

Please forward billing to:
Jonathan Ehrenfeld
Blue Ocean Seoul Plaza, LLC
6609 Reisterstown Road, Ste. 100
Baltimore, MD 21215

410-278-9302

NOTICE OF ZONING HEARING

The Administrative Law Judge of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 2018-0161-SPH
6901 Security Boulevard
N/s of Interstate 70 (West Board) at the corner of the E/s of North Rolling Road
1st Election District – 1st Councilmanic District
Legal Owners: Blue Ocean Seoul Plaza, LLC

Special Hearing to amend the previous Zoning Order and Site Plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; and to confirm refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center; to confirm that Parcel B, lots 1 and 4 are separate and distinct lots of record separate and apart from the Security Square Mall. For such other and further relief as the nature of this cause may require.

Hearing: Friday, February 16, 2018 at 10:00 a.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204

Arnold Jablon
Director of Permits, Approvals and Inspections for Baltimore County

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

P[illegible]TION FOR ZONING HE[illegible]NG(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 6901 Security Boulevard **which is presently zoned** B.M. C.T.

Deed References: 34143/1 10 Digit Tax Account # 1 6 0 0 0 1 0 1 7 9

Property Owner(s) Printed Name(s) Blue Ocean Seoul Plaza, LLC, c/o Jonathan Ehrenfeld

(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. X **a Special Hearing** under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

(See Attached)

2. ____ **a Special Exception** under the Zoning Regulations of Baltimore County to use the herein described property for

3. ____ **a Variance** from Section(s)

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).

ORDER RECEIVED FOR FILING
Date 2/21/18
By

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address City State

Zip Code Telephone # Email Address

Legal Owners (Petitioners):

BLUE OCEAN SEOUL PLAZA, LLC
Jonathan Ehrenfeld, MEMBER

Name #1 – Type or Print Name #2 – Type or Print

Signature #1 Signature # 2

6615 Reisterstown Rd., 3rd Floor, Baltimore Maryland
Mailing Address City State

21215 / 443-278-9302 / jehrenfeld@blueoceanrealty.ne
Zip Code Telephone # Email Address

Attorney for Petitioner:

Timothy M. Kotroco
Name- Type or Print

Timothy Kotroco
Signature

1 W. Pennsylvania Ave., Ste. 300 Towson Maryland
Mailing Address City State

21204 / 410-832-2004 / tkotroco@wtplaw.com
Zip Code Telephone # Email Address

Representative to be contacted:

Richard E. Matz, P.E.
Name – Type or Print

Richard E. Matz
Signature

2835 Smith Ave., Ste. G Baltimore Maryland
Mailing Address City State

21209 / 410-653-3838 / dmatz@cmrengineers.com
Zip Code Telephone # Email Address

CASE NUMBER 2018-0161-SPH **Filing Date** 12/13/2017 **Do Not Schedule Dates:** _____ **Reviewer** JNP

REV. 10/4/11

ATTACHMENT TO SPECIAL HEARING PETITION

1. Special Hearing pursuant to Section 500.7 of the BCZR to amend the previous Zoning Order and Site Plan in Case No. 1988-0200-A to allow the existing automobile service garage to be subdivided and exist on a separate lot of record; and

2. To confirm a refinement to the 4th Amended CRG Plan, Security Boulevard, Security Square Shopping Center; and

3. To confirm that parcel B, lots one (1) and four (4) are separate and distinct lots of record separate and apart from the Security Square Mall.

4. For such other and further relief as the nature of this cause may require

Colbert Matz Rosenfelt, Inc.

Civil Engineers • Surveyors • Planners

ZONING DESCRIPTION
6901 Security Boulevard
Baltimore County, Maryland

Beginning for the same at a point on the Northerly side of the ramp leading from Interstate 695 to Interstate route 70 (West Bound); the same, being at the beginning of the North 07°00'00" East, 575.31 foot line, as shown on "Plat 1 – Security Square Shopping Center" prepared by Matz, Childs and Associates, dated October 30,1970, revised January 31, 1972, as recorded among the Land Records of Baltimore County Maryland in Plat Book O.T.G. 35, plat 141; thence, with bearings referenced to the Maryland State plane Grid Meridian, the following courses and distances:

Being Lot 1, Parcel B, "Plat 1 Security Square Shopping Center" recorded among the land records of Baltimore County in Plat Book O.T.G. 35, Folio 141 dated September 6, 1972.

Containing 522,284+/- S.F. or 11.99+/- Acres.

Located in the 1st Election District and 1st Councilmanic District. Also known as 6901 Security Boulevard.

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. 13203 Expiration Date: 11/02/2018

STATE OF MARYLAND RICHARD EARL MATZ 13203 PROFESSIONAL ENGINEER

Dec 12, 2017

2835 Smith Avenue, Suite G Baltimore, Maryland 21209
Telephone: (410) 653-3838 / Facsimile: (410) 653-7953

2018-0161-SPH

DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS
ZONING REVIEW OFFICE

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 legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least twenty (20) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the legal owner/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:

Case Number: 2018-0161-SPH

Property Address: 10101 SECURITY BOULEVARD

Property Description: N/s of Interstate 70 (West Bound) @ corner of E/s of N. Rolling Road

Legal Owners (Petitioners): BLUE OCEAN SEOUL PLAZA, LLC

Contract Purchaser/Lessee: JONATHAN EHRENFELD

PLEASE FORWARD ADVERTISING BILL TO:

Name: BLUE OCEAN SEOUL PLAZA, LLC

Company/Firm (if applicable): BLUE OCEAN REALTY

Address: 16609 REISTERSTOWN RD., SUITE 100
BALTIMORE, MD. 21215

Telephone Number: 410-278-9302

Revised 7/9/2015

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

No 161133

Date: 12/13/17

Fund	Dept	Unit	Sub Unit	Rev Source/ Obj	Sub Rev/ Sub Obj	Dept Obj	BS Acct	Amount
001	806	0000		6150				$500.00

Total: $500.00

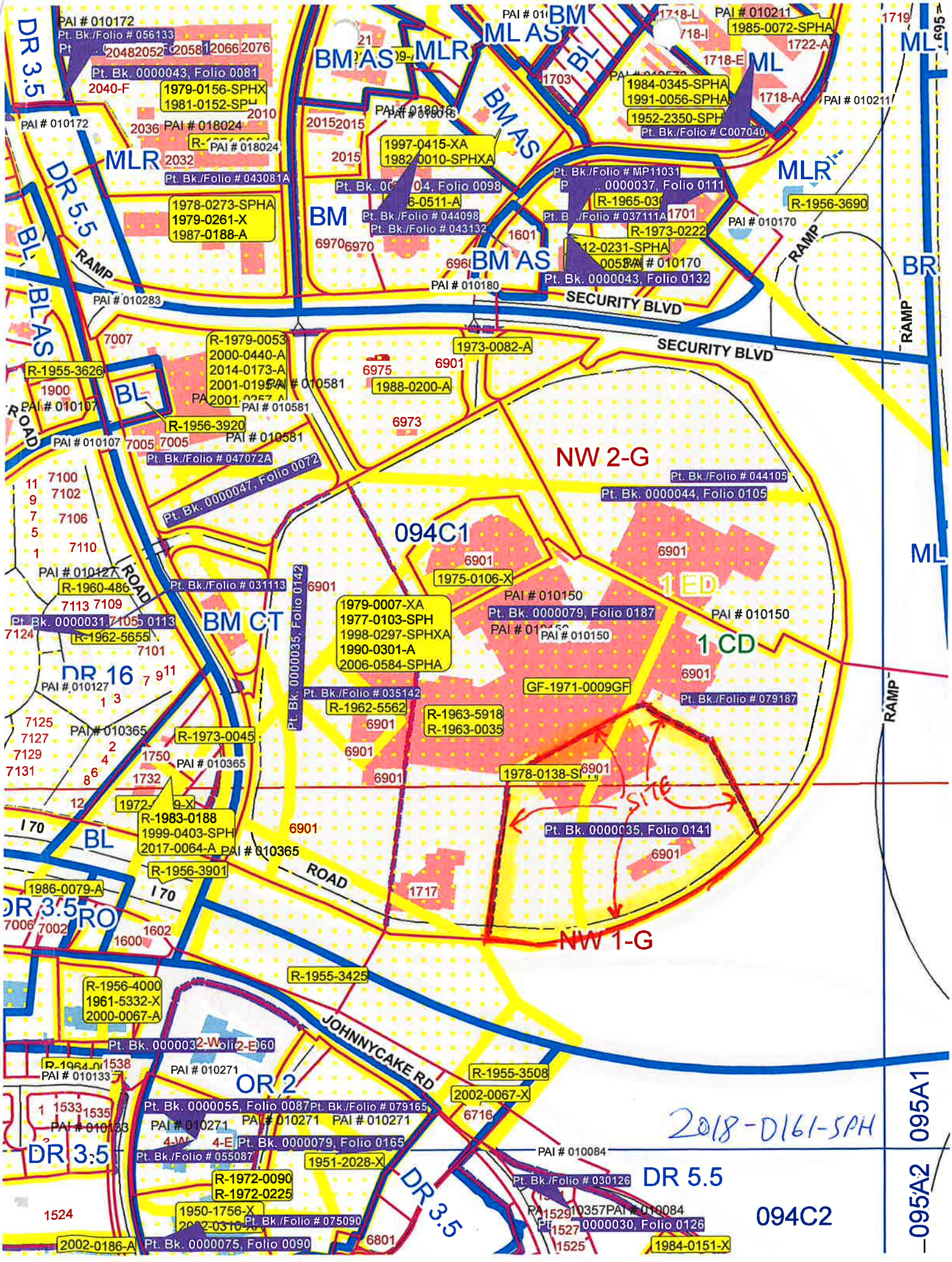
Rec From: BLUE OCEAN HOOD PLAZA LLC

For: Zoning hearing - case # 2018-0161-SPH

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

PAID RECEIPT
BUSINESS ACTUAL TIME USER
12/13/2017 12/13/2017 12:21:57 .3
ACCT# MOR WALKIN CAM
RECEIPT # 755813 12/13/2017 OFLR
Qty S 528 ZONING VERIFICATION
CR RC 161132
Rcpt Tot $500.00
$500.00 CK $.00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION


NW 2-G
094C1
1 ED
1 CD
NW 1-G
BM CT
OR 2
DR 3.5
DR 5.5
DR 16
MLR
BM AS
ML AS
BL
BL AS
RO
SECURITY BLVD
JOHNNYCAKE RD
ROAD
RAMP
I 70
SITE
2018-D161-SPH
095A1
095A2
094C2
PAI # 010172
PAI # 010211
PAI # 010283
PAI # 010180
PAI # 010170
PAI # 010107
PAI # 010581
PAI # 010127
PAI # 010150
PAI # 010365
PAI # 010271
PAI # 010084
Pt. Bk. 0000043, Folio 0081
Pt. Bk./Folio # 056133
Pt. Bk./Folio # 043081A
Pt. Bk./Folio # 044098
Pt. Bk./Folio # 043132
Pt. Bk./Folio # MP11031
Pt. Bk./Folio # 037111A
Pt. Bk./Folio # C007040
Pt. Bk./Folio # 047072A
Pt. Bk. 0000047, Folio 0072
Pt. Bk./Folio # 044105
Pt. Bk. 0000044, Folio 0105
Pt. Bk. 0000079, Folio 0187
Pt. Bk./Folio # 079187
Pt. Bk. 0000035, Folio 0142
Pt. Bk./Folio # 035142
Pt. Bk. 0000035, Folio 0141
Pt. Bk./Folio # 031113
Pt. Bk. 0000031, Folio 0113
Pt. Bk. 0000055, Folio 0087
Pt. Bk./Folio # 079165
Pt. Bk. 0000079, Folio 0165
Pt. Bk./Folio # 055087
Pt. Bk./Folio # 030126
Pt. Bk./Folio # 075090
Pt. Bk. 0000075, Folio 0090
Pt. Bk. 0000030, Folio 0126
1979-0156-SPHX
1981-0152-SPH
1978-0273-SPHA
1979-0261-X
1987-0188-A
1997-0415-XA
1982-0010-SPHXA
1984-0345-SPHA
1991-0056-SPHA
1952-2350-SPH
1985-0072-SPHA
R-1965-03
R-1973-0222
R-1956-3690
12-0231-SPHA
1973-0082-A
1988-0200-A
R-1955-3626
R-1956-3920
R-1979-0053
2000-0440-A
2014-0173-A
2001-0195-A
2001-0267-A
R-1960-486
R-1962-5655
1979-0007-XA
1977-0103-SPH
1998-0297-SPHXA
1990-0301-A
2006-0584-SPHA
1975-0106-X
GF-1971-0009GF
R-1962-5562
R-1963-5918
R-1963-0035
1978-0138-SPH
R-1973-0045
R-1983-0188
1999-0403-SPH
2017-0064-A
R-1956-3901
1986-0079-A
R-1956-4000
1961-5332-X
2000-0067-A
R-1955-3425
R-1955-3508
2002-0067-X
1951-2028-X
R-1972-0090
R-1972-0225
1950-1756-X
2002-0186-A
1984-0151-X
1997-0511-A
R-1973-0222
1718-E
1718-A
1722-A
1719
1703
1701
1601
1900
2040-F
2036
2032
2015
2010
2076
2066
2058
2048
7007
7005
7100
7102
7106
7110
7113
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7124
7101
7125
7127
7129
7131
1750
1732
1602
1600
1538
1535
1533
1524
7006
7002
6975
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6970
6901
6801
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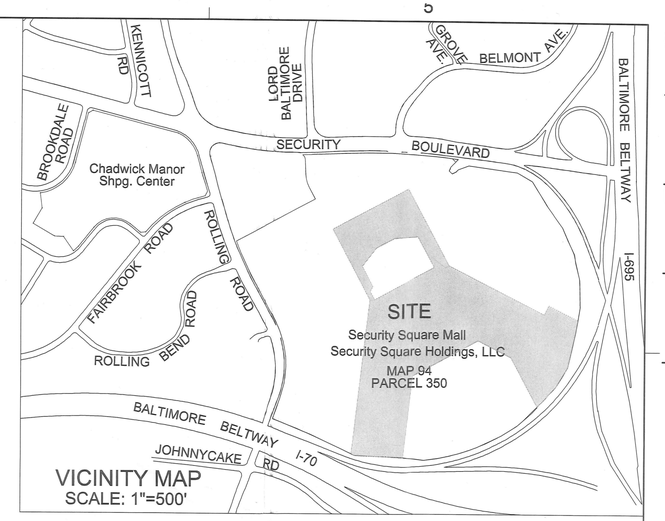
1717
1529
1527
1525

SECURITY SQUARE MALL

SITE PLAN



VICINITY MAP
SCALE: 1"=500'

SITE DATA

1. ELECTION DISTRICT: 01
2. COUNCILMANIC DISTRICT: C1
3. CENSUS TRACT: 4015.01
4. WATERSHED: GWYNNS FALLS 7
5. SUBSEWERSHED: DEAD RUN 98
6. EXISTING ZONING: BM CT ZONING MAP #94C1
7. EXISTING USE: SHOPPING CENTER (RETAIL), MOVIE THEATER
8. PROPOSED USE: SHOPPING CENTER (RETAIL), MOVIE THEATER

GENERAL NOTES:

1. ALL EXISTING PARKING SHOWN ON THIS PLAN IS TAKEN FROM THE FOURTH REFINED C.R.G. PLAN APPROVED MAY 13, 2011 AND ADJUSTED PER FIELD VERIFICATION, JULY 2017.
2. THIS PLAN IS TO REQUEST A REDUCTION IN THE REQUIRED NUMBER OF PARKING SPACES FOR SECURITY SQUARE HOLDINGS, LLC.
3. A PARKING STUDY HAS BEEN COMPLETED BY THE TRAFFIC GROUP, INC. JULY 11, 2017.
4. THE PLAN TAKES INTO CONSIDERATION EXISTING MARKED HANDICAP PARKING SPACES FOR THE COUNT.
5. ALL EXISTING LIGHTING IS TO REMAIN ON SITE. ANY FIXTURE USED TO ILLUMINATE AN OFF-STREET PARKING AREA SHALL BE SO ARRANGED AS TO REFLECT LIGHT AWAY FROM ADJACENT RESIDENTIAL SITES AND PUBLIC STREETS.
6. SIGNAGE HAS BEEN CALLED OUT AND HAS ALREADY BEEN APPROVED. PLEASE REFER TO PAST ZONING DOCUMENTS FOR SPECIFICATIONS.
7. BOUNDARY INFORMATION FOR THE SECURITY SQUARE HOLDING (SSH) PROPERTY IS FROM AN ALTA SURVEY PREPARED BY JOHN C. MELLEMA SR., INC., DATED MARCH, 2011.

PARKING COMPUTATIONS:

REQUIRED PARKING (PER BCZR 409.6.A)

USE	FACTOR	MULTIPLIER	TOTAL
RETAIL/SHOPPING CENTER WITH 100,000 OR MORE OF GROSS LEASED AREA (316,975 SF * 5 / 1000 = 1,585)	316,975± SF	5 / 1,000 SF	1,585
THEATER, COMMERCIAL (35,876± SF) (980 SEATS / 4 = 245)	980 SEATS	1 / 4 SEATS	245

TOTAL PARKING REQUIRED = 1,585 + 245 = 1,830 SPACES

REQUIRED PARKING WITH A SHARED PARKING ADJUSTMENT (PER BCZR 409.6.B.3)

TOTAL SHARED PARKING REQUIRED - 1,781 SPACES*

TOTAL SHARED PARKING REQUIRED WITH 30% REDUCTION GRANTED = 1,781 x (0.7) = 1,247 SPACES

*REFER TO THE PARKING DEMAND STUDY COMPLETED BY THE TRAFFIC GROUP, INC. ON JULY 11, 2017.

PARKING PROVIDED FOR PARCEL B LOTS 2 AND 3A

EXISTING PARKING SPACES = 1,296 FULL** AND 124 PARTIAL SPACES, WHICH INCLUDES 28 FULL HANDICAP SPACES AND 9 PARTIAL HANDICAP SPACES.

EXISTING PARKING SPACES WITH RECIPROCAL PARKING EASEMENT AGREEMENTS*** ACCOUNTED FOR = 1,296 -181 +290 +52 = 1,457 SPACES

**PARKING SPACES WERE FIELD VERIFIED AND UPDATED ON THE PLAN WITH THE EXCEPTION OF THE FENCED-IN EASEMENT AREA (EASEMENT AGREEMENT L.37746, F.131) WHICH IS REPORTED TO HAVE CONTAINED 181 SPACES. WITH THESE SPACES, THE ON-PROPERTY PARKING IS 1,115 SPACES + 181 SPACES = 1,296 SPACES.

***EASEMENT AGREEMENT L. 37746 F. 34, ALLOWS THE INCLUSION OF 52 PARKING SPACES, PREVIOUSLY CONSIDERED PARTIAL, NOW FULLY ENCOMPASSED BY THE AREA OF THE PROPERTY AND THE EASEMENT.

FLOOR AREA, GROSS (FLOOR AREA RATIO) CALCULATIONS

EXISTING RETAIL, ANCHOR STORE & THEATER SF ON SITE= 352,851± SF
EXISTING PARCEL 'B', LOT 2 SF = 999,324.8± SF

352,851± SF / 999,324.8± SF = 0.35 FLOOR AREA RATIO (FAR)

GROSS AREA SITE: 1,211,291± SF (LOT 2 AND 3A). REFER TO 4TH APPROVED CRG, DRC# 012511A, FOR FULL MALL.

NET AREA OF SITE: 1,211,291± SF (LOT 2 AND 3A). REFER TO 4TH APPROVED CRG, DRC# 012511A, FOR FULL MALL.

AMENITY OPEN SPACE RATIO: REFER TO 4TH APPROVED CRG, DRC# 012511A, FOR FULL MALL.

SIGNAGE: REFER TO 4TH APPROVED CRG, DRC# 012511A.

UTILITIES: REFER TO 4TH APPROVED CRG, DRC# 012511A.

BASIC SERVICE MAPS: REFER TO 4TH APPROVED CRG, DRC# 012511A.

DEVELOPMENT HISTORY:

1. WAIVER NO. 90-231 OF CRG MEETING WAS APPROVED JULY 19, 1990
2. DRC REQUEST FOR FIRST REFINEMENT DRC # WP90231 APPROVED 4/8/1991 - TO ADD KIDS R' US BLDG ON PARCEL F
3. SECOND REFINEMENT FOR FIRST OF TWO(2) PROPOSED 121,800-SF OFFICE BUILDINGS ON PARCEL 'E' PER DRC # 020408A
4. THIRD REFINEMENT FOR SECOND OF TWO(2) PROPOSED 121,800-SF OFFICE BUILDINGS ON PARCEL 'E' PER DRC # 020408A
5. FOURTH REFINEMENT FOR A SUBDIVISION OF PARCEL B, LOT 2, IN TO TWO SEPERATE LOTS CREATING A SMALLER LOT 2 AND A NEW LOT 3A. ADDITIONALLY, TWENTY FOUR NEW PARKING SPACES (INCLUDING 2 HANDICAP SPACES) ARE PROPOSED WITH ASSOCIATED LANDSCAPING AREAS ON EXISTING PARCEL B, LOT 2.
6. MOST RECENT PERMIT ISSUED ON THE SUBJECT PROPERTY IS PERMIT# B933296, Issued 3/22/17.

ZONING HISTORY

1. EAST SIDE OF ROLLING RD. , 1200 FT. NORTH OF BELMONT AVE. ZONING CASE 39-20-PETION FOR ZONING RECLASSIFICATION FROM AN R-6 TO AN B.L. ZONE. PETITION GRANTED -OCTOBER 18,1956.

2. THE SECURITY SQUARE MALL SITE HAS BEEN THE SUBJECT OF A SERIES OF EARLY RECLASSIFICATION CASES WHICH PRECEDED ACTUAL PLANNING AND DEVELOPMENT OF THE SHOPPING CENTER. THEY INCLUDE:
   A. ZONING CASE 5562- CHARLES O. AND MARY B. SELSE, OWNERS. RECLASSIFIED UNZONED PUBLIC LAND(R-6) TO M.L. AND M.L.R. GRANTED BY THE ZONING COMMISSIONER ON MAY 29, 1963.
   B. ZONING CASE 6335- ZANVYL KRIEGER, OWNER, RECLASSIFIED UNZONED PUBLIC LAND (R-6)TO M.L. AND M.L.R. GRANTED BY THE ZONING COMMISSIONER ON AUGUST 20, 1963.

3. ON MARCH 23, 1971 IT WAS CONFIRMED THAT THE DEVELOPMENT PLAN FOR SECURITY SQUARE SHOPPING CENTER WAS GRANDFATHERED WITH THE SAME PARKING REGULATIONS THAT WERE IN PLACE WHEN THE DEVELOPMENT PLAN WAS APPROVED IN NOVEMBERAND DECEMBER OF 1969.

4. COMPREHENSIVE ZONING MAPS SUBSEQUENTLY CHANGED PREVIOUS M.L. AND M.L.R. ZONING TO THE CURREN B.M. - C.T. WHEN THE SITE WAS DESIGNATED AS A TOWN CENTER BY THE PLANNING BOARD. THE 1988 COMPREHENSIVE ZONING MAP AFFIRMED AGAIN CURRENT B.M. - C.T. ZONING.

5. ZONING CASE 73-82A REQUESTED A VARIANCE TO PERMITTED SIGN HEIGHT AND AREA FOR TWO FREESTANDING CENTER IDENTIFICATION SIGNS. THE REQUEST WAS GRANTED WITH RESTRICTIONS ON DICEMBER 1, 1972 BY THE DEPUTY ZONING COMMISSIONER. ONAPPEAL, THE BOARD OF APPEALS DENIED THE VARIANCES OI AUGUST 22, 1973. AN APPEAL TO THE CIRCUIT COUR' WAS DISMISSED AT REQUEST OF PETITIONER ON SEPTEMBER 24, 1973.

6. ZONING CASE 75-106X REQUESTED A SPECIAL EXCEITION FOR AN AMUSEMENT CENTER FOR A 1,497 SQUARE FOOT INTERIOR MALL STORE. THE PETITION WAS DENIED BY THE DEPUTY ZONING COMMISSIONER ON DECEMBER 13,1974. ON JUNE 12, 1975, THE BOARD OF APPEALS GRANTED THE SPECIAL EXCEPTION FOR AN AMUSEMENT CENTER SUBJECT TO:
   A. THAT THIS SPECIAL EXCEPTION WOULD BE VALID FOR ONLY ONE YEAR FROM THE DATE OF THE OPENING OF THE GAME ROOM. PRIOR TO EXPIRATION OF RESTRICTION, PETITIONER SHALL APPLY TO THE ZONING COMMISSIONER FOR A SPECIAL HEARING TO DETERMINE IN THE DISCRETION OF THE ZONING COMMISSIONER, WHETHER OR NOT THE SPECIAL EXCEPTION SHOULD BE EXTENDED.
   B. THAT THIS BUSINESS SHALL BE OPERATED BY THE OWNERS OF THE MALL AND MAY NOT BE SUBLET TO OTHER OPERATORS.
   C. THAT THIS USE SHALL BE CONTINUED ONLY IN THE 1,497 SQUARE FEET ORIGINALLY APPLIED FOR AND SHALL NOT BE EXPANDED.
   D. THAT NO MORE THAN 30 MACHINES SHALL BE IN OPERATION AT ANY ONE TIME.
   E. THAT THIS GAME ROOM SHALL BE OPEN FOR BUSINESS ONLY FROM 10:00 A.M. TO 9:30 P.M. MONDAY THROUGH SATURDAY.
   F. THAT ALL SECURITY MEASURES BE ENFORCED TO PREVENT LOITERING AND DISORDERLY CONDUCT DETRIMENTAL TO ADJACENT BUSINESSES. THE SPECIAL EXCEPTION WAS UTILIZED.

7. ZONING CASE 77-103 SPH -PETITION FOR SPECIAL HEARING UNDER SECTION 500.7 OF THE ZONING REGULATIONS OF BALTIMORE COUNTY FOR REMOVAL OF RESTRICTION NUMBER ONE FROM RESTRICTIONS CONTAINED IN ORDER OF BOARD OF APPEALS CASE NUMBER 75-106-X.

8. ZONING CASE 78-138-SPH -PETITION FOR SPECIAL EXCEPTION FOR AN AMUSEMENT CENTER. PETITION DENIED DECEMBER13,1974. APPEALED TO THE BALTIMORE COUNTY BOARD OF APPEALS-PETITION GRANTED W/RESTRICTIONS JUNE 12, 1975

9. ZONING CASE 79-7XA REQUESTED A SPECIAL EXCEPTION FOR A BANK IN AN M.L.R. ZONE PURSUANT TO SECTION 248.4 AND A VARIANCE PURSUANT TO SECTION 250.4 THE PETITION WAS GRANTED BY THE DEPUTY ZONING COMMISSIONER ON JULY 11, 1978. ON APPEAL, THE BOARD OF APPEALS GRANTED THE PETITION ON MARCH 2, 1979. PEOPLE'S COUNSEL APPEALED THE DECISION. THE ORDER OF THE BOARD OF APPEALS WAS AFFIRMED BY JUDGE BRIZENDINE ON OCTOBER 9, 1979. THE SPECIAL EXCEPTION WAS UTILIZED.

10. ZONING CASE 88-200A REQUESTED A VARIANCE TO PERMIT 5,966 PARKING SPACES IN LIEU OF THE THEN REQUIRED 6,231 SPACES. ON PETITION WITH THE FOLLOWING RESTRICTION:

    THE PETITIONER MAY APPLY FOR HIS BUILDING PERMIT AND BE GRANTED SAME UPON RECEIPT OF THIS ORDER; HOWEVER, PETITIONER IS HEREBY MADE AWARE THAT PROCEEDING AT THIS TIME IS AT HIS OWN RISK UNTIL SUCH TIME AS THE APPLICABLE APPELLATE PROCESS FROM THIS ORDER HAS EXPIRED. IF, FOR WHATEVER REASON, THIS ORDER IS REVERSED, THE PETITIONER WOULD BE REQUIRED TO RETURN, AND BE RESPONSIBLE FOR RETURNING, SAID PROPERTY TO ITS ORIGINAL CONDITION.

11. ZONING CASE 98-297-A REQUESTED A VARIANCE TO ALLOW A 102 FOOT HIGH, FREE STANDING 260 SQUARE FOOT ILLUMINATED SIGN IN LIEU OF THE ALLOWED 25 FOOT HIGH, 150 SQUARE FOOT MAXIMUM ILLUMINATED SIGN. ALSO A REQUEST WAS MADE TO CONFIRM COMPLIANCE WITH FRONTAGE REQUIREMENTS OR IN THE ALTERNATIVE TO ALLOW THE SIGN REQUESTED ALONG AN INTERSTATE RAMP FOR A SHOPPING CENTER LOCATED IN A BM ZONE, CT DISTRICT. THE PETITION FOR A SIGN VARIANCE WAS GRANTED WITH REQUIREMENTS ON MARCH 31,1988. THE PETITION FOR CONFIRMATION OF FRONTAGE REQUIREMENTS COMPLIANCE WAS DISMISSED AS MOOT ON MARCH 31, 1988.

12. ZONING CASE 90-301-A REQUESTED A VARIANCE TO ALLOW 2 FREE STANDING SIGNS WITH A TOTAL OF 880 SQUARE FEET IN LIEU OF THE PERMITTED 100 SQUARE FEET. THE REQUEST WAS GRANTED WITH RESTRICTIONS ON MARCH 7, 1990.

13. THERE WAS AN ORDER OF DISMASSAL FOR ZONING CASE 06-584-SPHA FROM AUGUST 22ND, 2006. IT WAS REQUESTED FOR ZONING RELIEF. ON SEPTEMBER 8, 2009 IT WAS REQUESTED THAT THE PETITION FOR SPECIAL HEARING AND VARIANCE THAT IS THE SUBJECT MATTER OF THE APPEAL BE WITHDRAWN AND DISMISSED WITHOUT PREJUDICE. IT WAS GRANTED AND THE ZONING ORDER IS NULL AND VOID.

1830
232
1098

ZONING SETBACKS CHART

CLASSIFICATION	FRONT	SIDE	REAR	PARKING/LOADING
B.M.-C.T. BUSINESS, MAJOR COMMERCIAL, TOWN-CENTER CORE	≥ 15' FROM PROPERTY ≥ 40' FROM CENTER LINE	NONE	NONE	PER BCZR SECTION 409

SHEET INDEX

1. COVER SHEET
2. SITE PLAN
3. SITE PHOTOS
4. SITE PHOTOS

Dewberry®

Dewberry LLC
10461 MILL RUN CIRCLE
SUITE 300
OWINGS MILLS, MARYLAND 21117
PHONE: 410.265.9500
FAX: 410.265.8675

DEVELOPER/APPLICANT
SECURITY SQUARE HOLDING, LLC

6901 SECURITY BOULEVARD
BALTIMORE, MD 21244

SECURITY SQUARE MALL
BALTIMORE COUNTY MARYLAND
6901 SECURITY BOULEVARD
TAX MAP 0094; PARCEL 0350

SEAL

STATE OF MARYLAND — LAURENCE R. BRIZENDINE — No. 21112 — REGISTERED PROFESSIONAL ENGINEER
8/14/2017

KEY PLAN

SCALE
0' 100 200
N/A

No.	DATE	BY	Description

REVISIONS

DRAWN BY SEC
APPROVED BY DLT
CHECKED BY LRB
DATE AUGUST 14, 2017

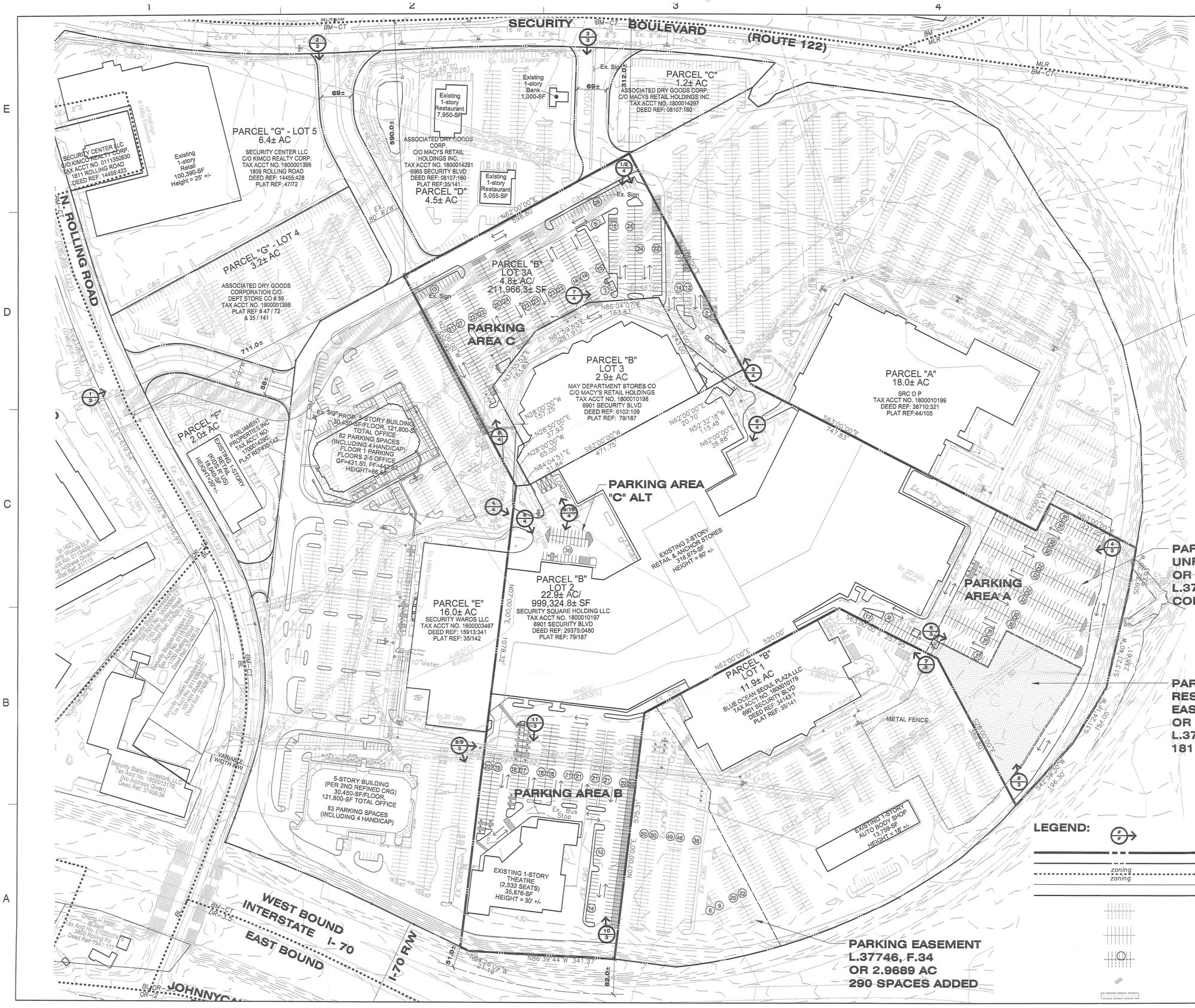
TITLE

COVER SHEET

PROJECT NO. 50042987

1

SHEET NO. 1 OF 4



Dewberry

Dewberry LLC
10461 MILL RUN CIRCLE
SUITE 300
OWINGS MILLS, MARYLAND 21117
PHONE: 410.265.9500
FAX: 410.265.8875

DEVELOPER/APPLICANT
SECURITY SQUARE HOLDING, LLC

6901 SECURITY BOULEVARD
BALTIMORE, MD 21244

SECURITY SQUARE MALL

BALTIMORE COUNTY
MARYLAND
6901 SECURITY BOULEVARD
TAX MAP 0094; PARCEL 0350

SEAL
STATE OF MARYLAND — DWIGHT L. TAYLOR, JR. — No. 3115 — LANDSCAPE ARCHITECT
8/14/2017

KEY PLAN

SCALE
0' 100 200
1" = 100'

No.	DATE	BY	Description

REVISIONS

DRAWN BY	SEC
APPROVED BY	DLT
CHECKED BY	LRB
DATE	AUGUST 14, 2017

TITLE

SITE PLAN

PROJECT NO. 50042987

2

SHEET NO. 2 OF 4

1/3 ENTRANCE PHOTO FROM ROLLING ROAD
SCALE: NTS

2/3 ENTRANCE PHOTO FROM SECURITY BOULEVARD
SCALE: NTS

3/3 ENTRANCE PHOTO FROM SECURITY BOULEVARD
SCALE: NTS

4/3 PARKING AREA A PHOTO
SCALE: NTS

5/3 PARKING AREA A PHOTO
SCALE: NTS

6/3 PARKING AREA A PHOTO
SCALE: NTS

7/3 PARKING AREA A PHOTO
SCALE: NTS

8/3 PARKING AREA B PHOTO
SCALE: NTS

9/3 PARKING AREA B PHOTO
SCALE: NTS

10/3 PARKING AREA B PHOTO
SCALE: NTS

11/3 PARKING AREA B PHOTO
SCALE: NTS

Dewberry

Dewberry LLC
10461 MILL RUN CIRCLE
SUITE 300
OWINGS MILLS, MARYLAND 2111
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FAX: 410.265.8875

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BALTIMORE, MD 21244

SECURITY SQUARE MALL

BALTIMORE COUNTY MARYLAND

6901 SECURITY BOULEVARD
TAX MAP 0094; PARCEL 0350

SEAL

STATE OF MARYLAND · LAURA RENEE BROWN-TAYLOR · No. 3115 · REGISTERED LANDSCAPE ARCHITECT

8/14/2017

KEY PLAN

SCALE

AS SHOWN

No.	DATE	BY	Description

REVISIONS

DRAWN BY	SEC
APPROVED BY	DLT
CHECKED BY	LRB
DATE	AUGUST 14, 2017

TITLE

SITE PHOTOS

PROJECT NO. 50042987

3

SHEET NO. 3 OF 4

1/4 **PARKING AREA C PHOTO**
SCALE: NTS

2/4 **PARKING AREA C PHOTO**
SCALE: NTS

3/4 **PARKING AREA C PHOTO**
SCALE: NTS

4/4 **PARKING AREA C PHOTO**
SCALE: NTS

5/4 **PARKING AREA C PHOTO**
SCALE: NTS

6/4 **PARKING AREA C PHOTO**
SCALE: NTS

7/4 **PARKING AREA C PHOTO**
SCALE: NTS

8/4 **PARKING AREA C ALT PHOTO**
SCALE: NTS

9/4 **PARKING AREA C ALT PHOTO**
SCALE: NTS

10/4 **PARKING AREA C ALT PHOTO**
SCALE: NTS

Dewberry

Dewberry LLC
10461 MILL RUN CIRCLE
SUITE 300
OWINGS MILLS, MARYLAND 2111
PHONE: 410.265.8500
FAX: 410.265.8575

DEVELOPER/APPLICANT
SECURITY SQUARE HOLDING, LLC

6901 SECURITY BOULEVARD
BALTIMORE, MD 21244

SECURITY SQUARE MALL

BALTIMORE COUNTY MARYLAND
6901 SECURITY BOULEVARD
TAX MAP 0094; PARCEL 0350

SEAL

STATE OF MARYLAND
DAVID LEROY WYNN JR.
No. 3115
REGISTERED LANDSCAPE ARCHITECT
8/14/2017

KEY PLAN

SCALE

AS SHOWN

No.	DATE	BY	Description

REVISIONS

DRAWN BY	SEC
APPROVED BY	DLT
CHECKED BY	LRB
DATE	AUGUST 14, 2017

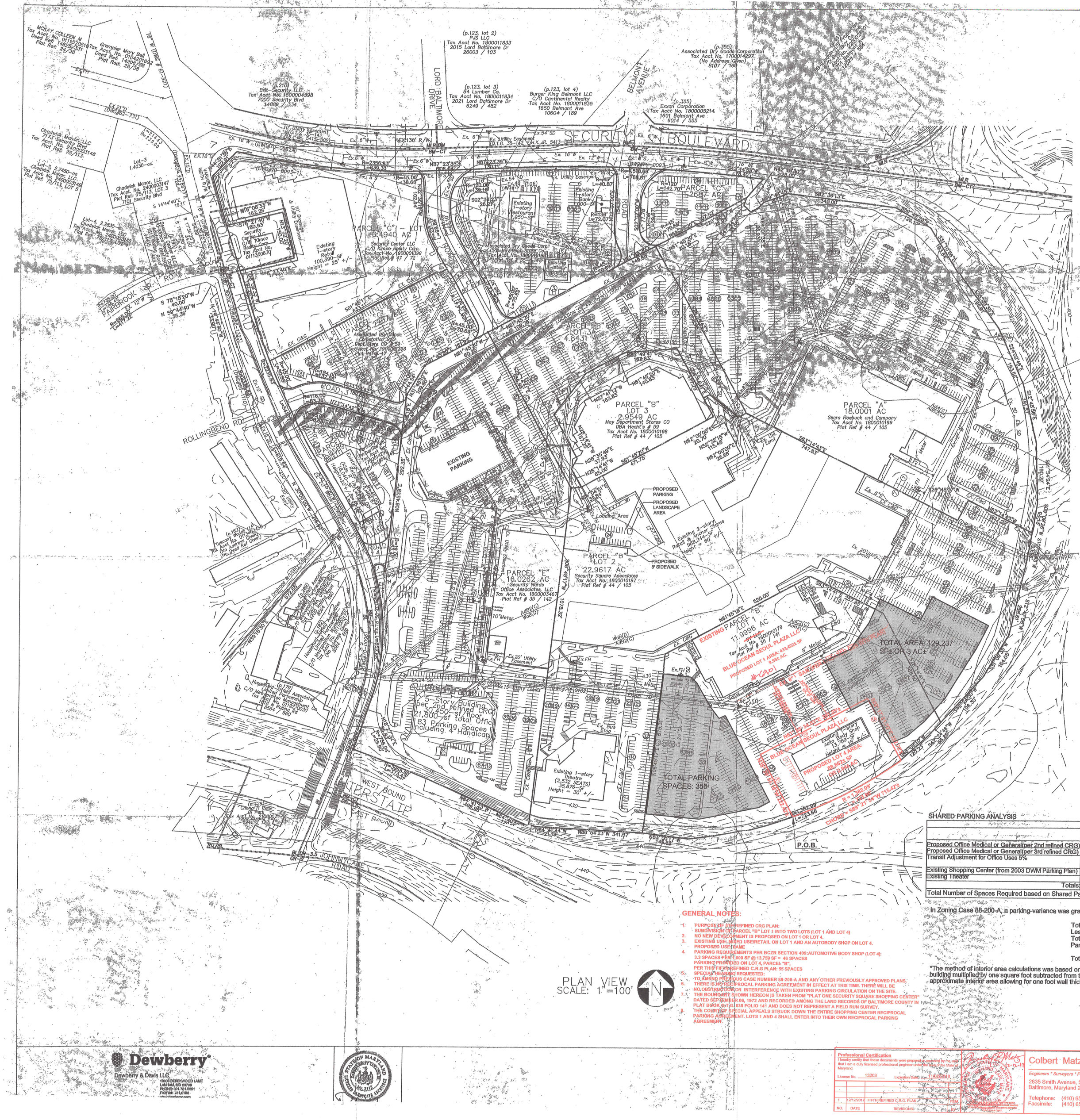
TITLE

SITE PHOTOS

PROJECT NO. 50042987

4

SHEET NO. 4 OF 4


SECURITY BOULEVARD
LORD BALTIMORE DRIVE
BELMONT AVENUE
ROLLINGBEND RD.
FAIRBROOK ROAD
WEST BOUND INTERSTATE
EAST BOUND
BALTIMORE BELTWAY I-695
PARCEL "A" 18.0001 AC
Sears Roebuck and Company
Tax Acct No. 1800010199
Plat Ref # 44 / 105
PARCEL "B" LOT 3 2.9549 AC
May Department Stores CO
DBA Hecht's # 59
Tax Acct No. 1800010198
Plat Ref # 44 / 105
PARCEL "B" LOT 2 22.9617 AC
Security Square Associates
Tax Acct No. 1800010197
Plat Ref # 44 / 105
PARCEL "C" 12.2687 AC
PARCEL "C" 16.0262 AC
Security Wards Office Associates, LLC
Tax Acct No. 1800003467
Plat Ref # 35 / 142
PARCEL "B" LOT 1 11.9996 AC
PARCEL "G" LOT 6 4.9440 AC
Security Center LLC
C/O Kimco Realty Corp.
Tax Acct No. 1800001039
Plat Ref # 97 / 72
PARCEL "B" 4.8431 AC
Associated Dry Goods Corporation
C/O Dept. Stores CO
Tax Acct No. 1800010198
Plat Ref # 44 / 105
PARCEL "F" 2.0508 AC
PARCEL "E" 1.2682 AC
PARCEL "D" 1.2687 AC
PARCEL "A" 1.4030 ac.
Chadwick Manor, LLC
Tax Acct. No. 2400003147
Plat Ref. 95/113, LOT 3
Security Blvd
Lot-3 1.4030-ac.
Lot-4 2.2435-ac
Chadwick Manor, LLC
Tax Acct. No. 2400003148
Plat Ref. 79/13, LOT 4
Lot-5 2.7450-ac
Chadwick Manor, LLC
Tax Acct. No. 2400003149
Plat Ref. 79/13, LOT 5
(p.210) Bill—Security, LLC
Tax Acct. No. 1800004998
7000 Security Blvd
4888 / 334
(p.123, lot 2) PJS LLC
Tax Acct No. 1800011833
2015 Lord Baltimore Dr
26003 / 103
(p.123, lot 3) 84 Lumber Co.
Tax Acct No. 1800011834
2021 Lord Baltimore Dr
6249 / 482
(p.123, lot 4) Burger King Belmont LLC
C/O Continental Realty
Tax Acct No. 1800011835
1650 Belmont Ave
10604 / 189
(p.355) Exxon Corporation
Tax Acct No. 1800005214
1601 Belmont Ave
6014 / 555
(p.355) Associated Dry Goods Corporation
Tax Acct. No. 1705017297
(No Address Given)
8107 / 168
(p.355) Associated Dry Goods Corporation
Tax Acct. No. 1800010198
2401 West Cold Spring Lane
Plat Ref # 44 / 105
Grampler Marty Bell
Tax Acct. No. 0314001842
Deed Ref. 14265/208
Plat Ref. 28/38
MCKAY COLLEEN M
Tax Acct. No. 1402972031
Deed Ref. 14265/208
Plat Ref. 24/38
Security Square Mall
Existing 3-story Retail & Office Building
Height = 60' +/-
Existing 1-story Restaurant 950 SF
Existing 1-story Retail 100,300 SF Height = 25' +/-
Existing 1-story Retail 7,400 SF
Existing 1-story Retail 3,600 SF
Existing 1-story Retail 3,750 SF
Existing 1-story Retail 2,500

PARKING TOTALS:

PARCEL "B" LOT 1 =	788
PARCEL "B" LOT 4 =	55
PARCEL "B" TOTAL =	843

GENERAL NOTES:

1. OWNERS:
   BLUE OCEAN SEOUL PLAZA LLC
   6615 REISTERSTOWN ROAD, 3RD FLR.
   BALTIMORE, MARYLAND, 21215

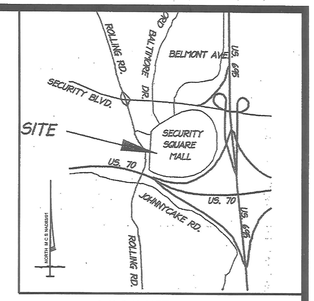
2. SITE DATA:
   TAX ACCOUNT NUMBER: 1600010179
   DEED REFERENCE: LIBER 34143 FOLIO 00001
   PLAT REFERENCE: LIBER 35 FOLIO 141
   TAX MAP: 94
   GRID: 06
   PARCEL: 350

3. SITE ZONING: B.M. C.T. (200 SCALE MAP No. 094C1)

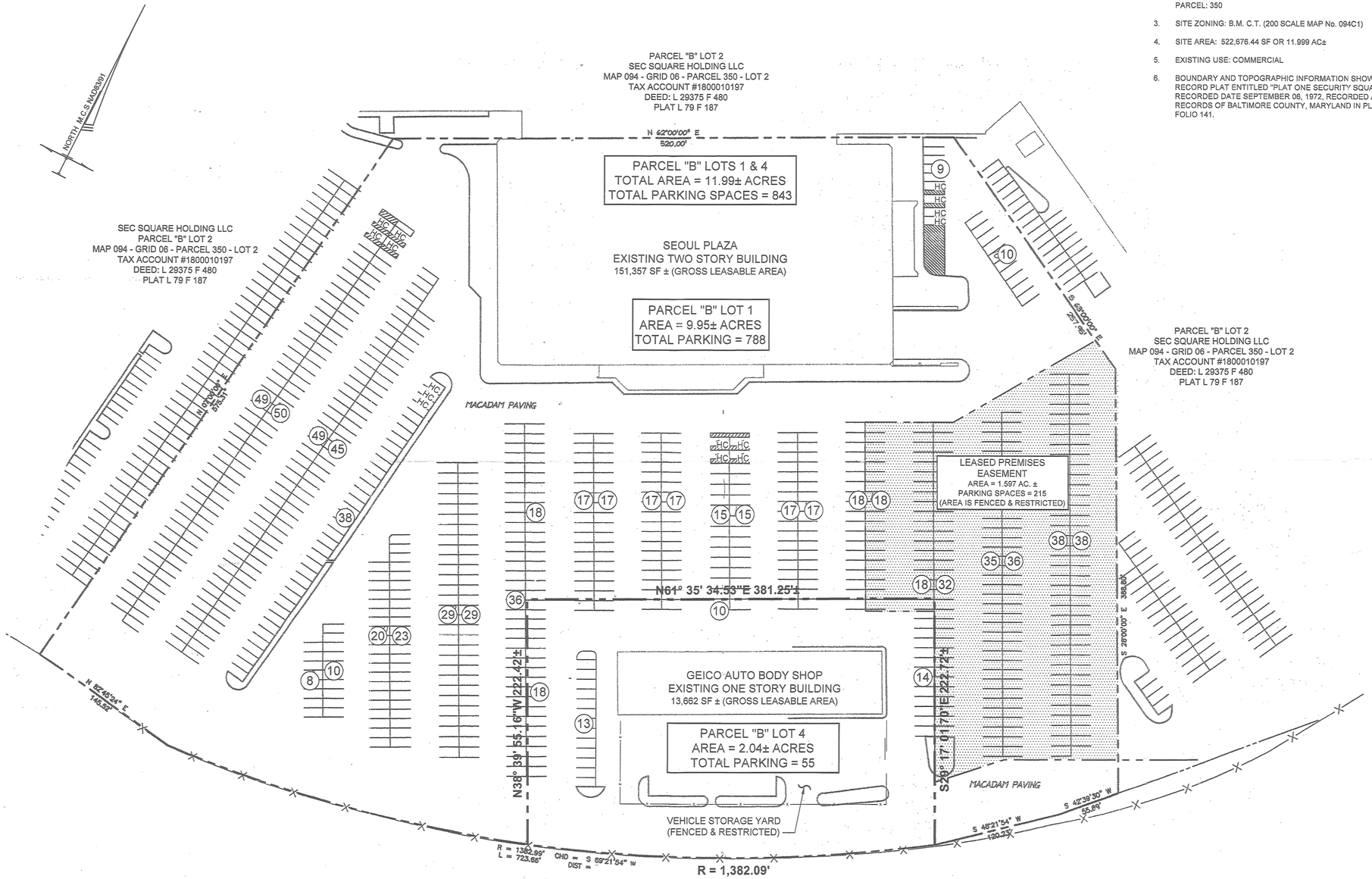
4. SITE AREA: 522,676.44 SF OR 11.999 AC±

5. EXISTING USE: COMMERCIAL

6. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS FROM A RECORD PLAT ENTITLED "PLAT ONE SECURITY SQUARE SHOPPING CENTER" RECORDED DATE SEPTEMBER 06, 1972, RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY, MARYLAND IN PLAT BOOK O.T.G. 35, FOLIO 141.



VICINITY MAP
SCALE: 1" = 2000'



LOT 1

SEOUL PLAZA SHOPPING CENTER

FIRST FLOOR

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
210	STORAGE	32,464	N/A	N/A	
2022	STORAGE	279	N/A	N/A	
2028	DANCE STUDIO	1,127		1 PER / LARGEST SHIFT	10
2030	ATSU BRAIDING	1,195	BEAUTY SHOP	5/1000 SF	6
2036	DOMINICAN HAIR SURE	859	BEAUTY SHOP	5/1000 SF	5
2038	FOUNDATION CHURCH	1,889	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	8
2039	QUICK CASH/TAX	1,216	OFFICE	3.3/1000 SF	5
2046	YAKI BRAIDING	1,082	BEAUTY SHOP	5/1000 SF	6
N/A	PROPOSED CHURCH	N/A	CHURCH	1500 SEATS @ 1 PARKING SPACE/4 SEATS	375
2056	PSALMS & PRAISE CHURCH	1,967	CHURCH	32 SEATS @ 1 PARKING SPACE/4 SEATS	8
TOTALS:		42,078			423

VACANT FIRST FLOOR SUITES TOTALING: 29,201 SF +/-

SECOND FLOOR

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
3018	DANCE STUDIO LEE'S BILLARDS - MOVING TO FIRST FLOOR	1,901			
3026		6,634	POOL HALL	4/1000 SF	27
3046	LOS FLORES	432	CARRYOUT RESTAURANT	5/1000 SF	5
3060	SEOUL GYM/SPA	18,621	HEALTH SPA	10/1000 SF - FIRE DEPARTMENT LIMITS TO 49 OCCUPANCY	49
TOTALS:		27,588			81

VACANT SECOND FLOOR SUITES TOTALING: 14,068 SF +/-

NORTH AMERICAN TRADE SCHOOL LEASE

LEASE AGREEMENT FOR 215 PARKING SPACES 215

TOTAL REQUIRED PARKING FOR PARCEL 'B' LOT 1	719
TOTAL PROVIDED PARKING FOR PARCEL 'B' LOT 1	788
LESS LEASED AREA (215)	573

LOT 4

AUTO BODY SHOP

SUITE	USE	AREA/SF	BALTIMORE COUNTY USE	PARKING REGULATIONS	PARKING REQUIREMENTS
N/A	GEICO AUTO BODY	13,662	PERSONAL SERVICE EST.	3.3/1000 SF	46
TOTALS:		13,662			46

TOTAL PARKING PROVIDED FOR PARCEL 'B' LOT 4: 55

TOTAL PARKING FOR PARCEL 'B' LOTS 1 & 4:	843
LESS LEASED AREA	628

SITE PLAN FOR SEOUL PLAZA
BLUE OCEAN
SEOUL PLAZA, LLC
6901 SECURITY BOULEVARD
BALTIMORE COUNTY, MD. 21244
1st COUNCILMANIC DISTRICT
1st ELECTION DISTRICT

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

Colbert Matz Rosenfelt, Inc.
*Engineers * Surveyors * Planners*
2835 Smith Avenue, Suite G
Baltimore, Maryland 21209
Telephone: (410) 653-3838
Facsimile: (410) 653-7953

STATE OF MARYLAND — RICHARD EARL MATZ — 13203 — PROFESSIONAL ENGINEER
THIS PLAN OF DEVELOPMENT HAS BEEN PREPARED IN ACCORDANCE WITH BALTIMORE COUNTY REGULATIONS.

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. 13203 Expiration Date: 11-02-18

SCALE:	1" = 50'
DATE:	12/12/17
JOB NO.:	2010061.1
DESIGNED:	AJC
DRAWN:	AJC
CHECKED:	REM
FILE:	2010061-1 SEOUL PLAZA.DWG
DRAWING NUMBER:	ST-01
SHEET	1 OF 1

NO.	DATE	REVISIONS:	BY

2018-0161-SPH