

1029

IN THE MATTER OF:
George Majchrzak, Inc.
11825 Belair Road
Kingsville, Maryland 21087

* **BEFORE THE DIRECTOR OF**
* **PERMITS AND DEVELOPMENT**
* **MANAGEMENT FOR**
* **BALTIMORE COUNTY, MARYLAND**
*

Civil Citation No. 03-6308A

Property: 11819 Belair Road

* * * * *

CONSENT AGREEMENT

This Consent Agreement (hereinafter, the "Agreement"), dated for convenience this 5th day of January, 2005, and made by and between **GEORGE MAJCHRZAK, INC.**, a forfeited Maryland corporation, by George Majchrzak, its Resident Agent, located at 11825 Belair Road, Kingsville, Maryland 21087, (hereinafter, "GMI"), its successors and assigns, and **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, to the use and benefit of the Baltimore County Department of Permits and Development Management, 111 West Chesapeake Avenue, Towson, Maryland 21204, (hereinafter, the "County"), regarding Civil Citation No. 03-6308A, issued by the County on November 17, 2004.

RECITALS

WHEREAS, the Baltimore County Department of Permits and Development Management (the "Department" or "PDM"), by and through its staff Code Inspection Officers, has performed and conducted numerous separate on-site inspections of GMI's

property located and situate at 11819 Belair Road, between August 5, 2003, and November 17, 2004 (the "Property"); and

WHEREAS, these inspections led PDM to conclude that GMI routinely used the Property in a manner inconsistent with the uses permitted by its R.C.5 (Rural-Residential) zoning designation; and

WHEREAS, the County has issued correction notices and citations alleging that GMI has improperly used the Property as follows:

- use of R.C.5-zoned land as accessory to the operation of a service garage, in violation of Baltimore County Zoning Regulations §§ 101, 102.1, and 1A04.2;
- operation of a junkyard on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, 1A04.2.A, 1A04.2.B, and 408;
- improper storage of a recreational trailer on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, 1A04.2.A, 1A04.2.B, 415.2A, and 415.3;
- improper parking and storage of a commercial trailer over 10,000 pounds GVW on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, 1A04.2.A, 1A04.2.B, 415.2.A, 415.3.A, 415.3C.1, 431.A, and 431.B;
- improper parking of vehicles from a business off-site on R.C.5-zoned land with the proper permit, in violation of BCZR §§ 101, 102.1, and 409.7.C;
- use of improper design standard for parking spaces on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, and 409.8.A.1 – 409.8.A.6;

- failure to properly locate off-street parking spaces on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, 409.8.A.1, and 409.8.A.2;
- improper storage of unlicensed motor vehicles on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, and 428.B; and
- failure to comply with the Final Order of the Code Enforcement Hearing Officer dated March 18, 2004, and the Final Order of the Code Enforcement Hearing Officer dated July 2, 2004, in violation of Baltimore County Code (1988) §§ 1-7, 1-7.1, and 26-121, and BCC (2003) §§ 3-6-401, 3-6-402, and 32-3-602; and

WHEREAS, GMI has since stated its intention to comply with all applicable provisions of the Baltimore County Code and Baltimore County Zoning Regulations, and to that end, has retained counsel experienced in and knowledgeable of the provisions of said Code and said Zoning Regulations as applicable to the Property and the permitted uses thereon; and

WHEREAS, the parties desire that the uses of the Property strictly comply with all applicable provisions of the Baltimore County Code and the Baltimore County Zoning Regulations relating thereto, and therefore desire to resolve the citations presently outstanding against GMI with regard to its uses of the Property.

NOW, THEREFORE, WITNESSETH:

The parties freely and knowingly make this Agreement as a predicate to resolving the citations presently outstanding against GMI with regard to its uses of the Property, and as a predicate to GMI's stated intention to seek a hearing before the Baltimore County Zoning Commissioner for the future use of the Property pursuant to the Baltimore County Code and the Baltimore County Zoning Regulations, and further, agree as follows:

PROVISIONS

1. GMI shall comply with any and all applicable provisions of the Baltimore County Code and the Baltimore County Zoning Regulations, as amended from time to time.
2. GMI shall comply with the Order of the County Board of Appeals of Baltimore County, Case No. CBA-04-139, dated December 2, 2004.
3. No more than four dealer-tagged vehicles may be parked on the Property at any one time; provided, that it is understood and agreed that GMI may affix to any dealer-tagged vehicles, window stickers offering the vehicle for sale.
4. GMI may store the recreational trailer upon the Property pursuant to BCZR § 415A.1.A; provided, that it is understood and agreed that GMI may apply for and seek a hearing before and an order from the Zoning Commissioner for Baltimore County, as appropriate, allowing a variation therefrom.
5. The County agrees to stet the citations as set forth in the Recitals hereinabove, and GMI understands and agrees thereto, and further, agrees to waive its rights to claim untimeliness in the prosecution of the citations as aforesaid; provided, that said citations may

be reinstated and tried before the Code Official and/or the County Board of Appeals if within one year of the date of this Agreement, PDM determines that GMI has violated the Baltimore County Code or the Baltimore County Zoning Regulations, as applicable, with regard to its use of the Property, or any terms of this Agreement.

6. GMI acknowledges and hereby agrees, that, in addition to further action before the Code Official, **VIOLATION OF ANY PROVISION OF THIS AGREEMENT BY GMI MAY CAUSE AND SHALL BE GROUNDS FOR THE COUNTY IMMEDIATELY FILING FOR INJUNCTIVE OR OTHER AVAILABLE RELIEF IN A COURT OF COMPETENT JURISDICTION.**

7. It is agreed that all notices that are required to be given by a party of either part to another may be personally delivered, sent by overnight mail, or sent by registered or certified mail, return receipt requested, properly addressed and postage prepaid to the addressee for the parties herein given unless another address shall have been substituted for such by notice in writing. Such notice shall be addressed or delivered to:

For GMI:

George Majchrzak
11825 Belair Road
Kingsville, Maryland 21087

with a copy to:

Lawrence E. Schmidt, Esquire
GILDEA & SCHMIDT, LLC
300 East Lombard Street
Suite 1440
Baltimore, Maryland 21202

and

For the County:

James H. Thompson
Department of Permits and Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204

with a copy to:

Jay L. Liner, County Attorney
C. Robert Loskot, Assistant County Attorney
400 Washington Avenue, Room 219
Towson, Maryland 21204

8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Maryland.
9. The parties acknowledge and agree that in the event of a waiver by mutual agreement of the parties, made in writing, of any specific term of this Agreement, said waiver shall extend to the specific term only and in the manner specified and such waiver shall not be construed or understood as applying to or waiving in any manner any further or other rights of any nature or character whatever hereunder.
10. The parties further acknowledge and agree that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement.
11. This Agreement operates to revoke and nullify any prior agreement made between GMI and the County, and shall constitute the entire and complete agreement between and among the parties, and any prior understanding or representations of any kind

14. This Agreement has been reviewed by attorneys representing each of the parties and constitutes the final understanding between the parties.

**APPROVED AS TO LEGAL FORM
AND SUFFICIENCY**

[Handwritten Signature]

Assistant County Attorney

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement this 7th day of January, 2005.

GEORGE MAJCHRZAK, INC.

By: *[Handwritten Signature]*
George Majchrzak
Chief Executive Officer

**STATE OF MARYLAND,
COUNTY OF BALTIMORE, TO WIT:**

I HEREBY CERTIFY, that on this 4th day of January, 2005, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared George Majchrzak, chief executive officer of George Majchrzak, Inc., who acknowledged the foregoing Consent Agreement to be the voluntary and knowing act of George Majchrzak, Inc.

AS WITNESS MY HAND AND NOTARIAL SEAL:

[Handwritten Signature]
NOTARY PUBLIC

MARIE L. KELLOGG
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 10, 2006

My commission expires on _____

APPROVED FOR AND ON BEHALF OF
BALTIMORE COUNTY, MARYLAND

By: *Anthony G. Marchione*
ANTHONY G. MARCHIONE
County Administrative Officer

STATE OF MARYLAND,
BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7 day of January, 2005, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Anthony G. Marchione, authorized by law to bind Baltimore County, Maryland, who acknowledged the foregoing Consent Agreement to be the act of Baltimore County, Maryland.

AS WITNESS MY HAND AND NOTARIAL SEAL:

Mary Ann Stumpster
NOTARY PUBLIC

My commission expires on 6-1-08.