

PETITION FOR ZONING VARIANCE FROM AREA AND HEIGHT REGULATIONS

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

I, or we, THE TEXAS STAR, INC., legal owner 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 100.2 to permit side and rear yards of two feet (2') instead of the required thirty feet (30') and 100.70(3) to permit thirty-two parking spaces instead of the required forty feet.

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

Unable to develop property as well as provide adequate parking under present regulations

See attached description

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.

Contract purchaser

Address

The Texas Star, Inc.
Legal Owner

Address

Petitioner's Attorney

Protestant's Attorney

ORDERED By the Zoning Commissioner of Baltimore County, this 7th day

of March 1972, 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 100, County Office Building in Towson, Baltimore County, on the 17th day of April, 1972, at 11:00 o'clock

James G. Stratakis
Zoning Commissioner of Baltimore County.

(over)

FROM THE OFFICE OF:
GEORGE WILLIAM STEPHENS, JR. & ASSOCIATES, INC.
ENGINEERS
P.O. BOX #6820, TOWSON, MD. 21204

Description to accompany Zoning Petition
for Variances for Parking and Side and Rear
Setbacks.
Containing 0.389 of an Acre more or less.

January 7, 1972

Beginning for the same at the intersection of the south side of Church Lane and the west side of York Road, thence binding on the west side of York Road South 18° 32' 00" East 57.99 feet, thence leaving York Road and running the six following lines, viz: South 75° 12' 43" West 68.78 feet, North 14° 47' 17" West 3.00 feet, South 75° 12' 43" West 70.18 feet, South 6° 07' 43" West 38.27 feet, North 43° 33' 52" West 54.33 feet, and North 6° 07' 43" East 139.49 feet to the south side of Church Lane, thence binding on said side of said Lane, South 83° 09' 29" East 161.02 feet.

Contains 0.389 of an Acre more or less.

RE: PETITION FOR VARIANCE
from Section 238.2 and
Section 409.2b(3) of the
Baltimore County
Zoning Regulations
SW corner York Road
and Church Lane
8th District
The Texas Star, Inc.,
Petitioner

BEFORE
COUNTY BOARD OF APPEALS
OF
BALTIMORE COUNTY
No. 72-243-A

OPINION

This case comes before the Board on appeals by both the petitioner and the protestants. The Deputy Zoning Commissioner, on April 28, 1972, granted to the petitioner a variance of two feet and denied the requested parking variance. The petitioner appealed from the denial of the parking variance, and the protestants appealed from the granting of the setback variance.

After due notice, a hearing before this Board was held on May 7, 1974. Present in the hearing room was one protestant, Mrs. Strakes, and no one at all representing the petitioner.

On such an appeal to this Board, the entire petition comes de novo. Such being the case, and with no presentation of testimony nor evidence concerning any particular practical difficulty and/or unreasonable hardship in the subject instance, the Soc. I is compelled to deny this petition in toto and, as a fact, finds that the petitioner's requested variances shall be denied.

ORDER

For the reasons set forth in the foregoing Opinion, it is this 13th day of May, 1974, by the County Board of Appeals, ORDERED that the variances petitioned for, be and the same are hereby DENIED.

Any appeal from this decision must be in accordance with Chapter 1100, subtitle B of Maryland Rules of Procedure.

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

Walter A. Keller, Jr., Chairman

W. Giles Parker

Robert L. Gifford



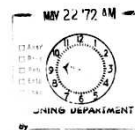
PETITION FOR A
VARIANCE
SW/corner of York Road
and Church Lane - 8th District
The Texas Star, Inc.

Petitioner

BEFORE THE
ZONING COMMISSIONER
FOR
BALTIMORE COUNTY
No. 72-243-A
(Item No. 141)

ORDER FOR APPEAL

Please enter an Appeal from the Decision and Order of the Zoning Commissioner of Baltimore County dated April 28, 1972 from that portion of said Order that granted the Texas Star, Inc. a variance to permit side and rear yards of two feet instead of the required thirty feet.



James G. Stratakis
118 York Road 21204

Georgia Stratakis

Katherine Strakes

MARY ANTONAKOS

Protestants

Frank E. Cicone, Esquire
411 Jefferson Building
Towson, Maryland 21204

RE: Petition for a Variance
SW/corner of York Road and Church
Lane - 8th District
The Texas Star, Inc. - Petitioner
No. 72-243-A (Item No. 141)

Dear Mr. Cicone:

I have this date passed my Order in the above captioned matter in accordance with the attached.

Very truly yours,
James E. Dyer
JAMES E. DYER
Deputy Zoning Commissioner

JED:mc

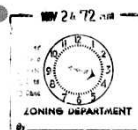
Enclosure

cc: Robert E. Carney, Jr., Esquire
436 Jefferson Building
Towson, Maryland 21204

Mr. James G. Stratakis
996 Shelley Road
Towson, Maryland 21204

VA 8-6781

FRANK E. CICONE
Attorney At Law
SUITE 411 JEFFERSON BUILDING
TOWSON, MARYLAND 21204
May 24, 1972



PETITION FOR A VARIANCE
SW Corner of York Road
and Church Lane - 8th District
The Texas Star, Inc.
Petitioner

Case No. 72-243-A
Item No. 141

ORDER FOR APPEAL

Dear Mr. Commissioner:

Please enter an appeal to the Board of Appeals from that portion of the decision and Order of the Deputy Zoning Commissioner of Baltimore County dated April 28, 1972 that denied the Texas Star, Inc. a variance to permit 31 parking spaces instead of the required 40 spaces.

Frank E. Cicone
Frank E. Cicone
Attorney for Texas Star, Inc.,
Petitioner

May 13, 1974

The Hon. Frank E. Cicone
County Building
Towson, Maryland 21204

Re: Zoning File No. 72-243-A
The Texas Star, Inc.

Dear Judge Cicone:

Enclosed herewith is a copy of the Opinion and Order passed today by the County Board of Appeals in the above entitled case.

Very truly yours,

Edith T. Elmhurst, Adm. Secretary

Encl.

cc: William E. Brannan, Esquire
James G. Stratakis, et al
Mr. S. E. DiNunno
Mr. J. E. Dyer
Mr. W. D. Fromm

MOORE, HENNEGAN, BRANNAN & CAHNEY
ATTORNEYS AT LAW
408 JEFFERSON BUILDING
TOWSON, MARYLAND 21204

July 3, 1972

John A. Slowik
Chairman
County Board of Appeals
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: The Texas Star, Inc.
File No. 72-243-A

Dear Mr. Slowik:

Please enter the appearance of the undersigned on behalf of James G. Stratakis, et al.

Very truly yours,
William E. Brannan
William E. Brannan

WEB:jt

Rec'd 7-5-72
11 AM

Pursuant to the advertisement, posting of property, and public hearing on the above petition and it appearing that by reason of the following finding of facts that the granting of the setback Variance requested not adversely affecting the health, safety, and general welfare of the community involved, the above Variance should be had, and it further appearing that by reason of the regular shape of the lot that compliance with the Baltimore County Zoning Regulations would result in a practical difficulty and unreasonable hardship upon the Petitioner, a Variance to permit side and rear yards of two feet

(2') instead of the required thirty feet (30'), a Variance should be granted.

It further appearing that by reason of the granting of the parking Variance not being in harmony with the general purposes and intent of the parking regulations, the Variance to permit thirty-one (31) parking spaces instead of the required forty (40) parking spaces should be denied.

IT IS ORDERED by the Zoning Commissioner of Baltimore County this 28th day of April, 1972, that the hereto Petition for a Variance should be and the

same is granted, from and after the date of this Order, to permit side and rear yards of two feet (2') instead of the required thirty feet (30'), subject to the approval of a site plan by the State Highway Administration, Bureau of Public Safety and the Office of Planning and Zoning. It is further

ORDERED that the Variance to permit Deputy Zoning Commissioner of Baltimore County thirty-one (31) parking spaces instead of the required forty (40) parking spaces should be and is hereby DENIED.

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

the above Variance should NOT BE GRANTED.

IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 28th day of April, 1972, that the above Variance be and the same is hereby DENIED.

Zoning Commissioner of Baltimore County

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Mr. S. Eric DiNenna, Zoning Commissioner Date: April 14, 1972
FROM: George E. Gavett, Director of Planning
SUBJECT: Petition #243-A, Southwest corner of York Road and Church Lane.
Petition for Variance for Side and Rear Yards and Off-Street Parking.
The Texas Star, Inc. - Petitioner
8th District
HEARING: Monday, April 17, 1972 (11:00 A.M.)

The Office of Planning and Zoning has reviewed the subject petition and has the following comments to offer:

1. Based on the unusual shape and outline of the subject site, we offer no adverse comment on the variances for side and rear setbacks.
2. With respect to the variance on parking, all possibilities for securing common usage with the off-street parking facilities to be constructed in the adjoining shopping center ought to be exhausted before a variance is granted.

GEG:cm

BALTIMORE COUNTY, MARYLAND

DEPARTMENT OF TRAFFIC ENGINEERING JEFFERSON BUILDING TOWSON, MARYLAND 21204 INTER-OFFICE CORRESPONDENCE

TO: S. Eric DiNenna
Attn: Oliver L. Myers
FROM: Michael S. Flanagan
Date: March 15, 1972
SUBJECT: Item 141 - 24C - February 29, 1972
Property Owner: The Texas Star, Inc.
SW Corner York Rd. & Church Rd.
Variances from Section 409.26(3) - parking
and 238.2 to permit side and rear yards of
2' instead of the required 30'

The petitioner is requesting a variance from the required 40 parking spaces to 30 parking spaces. This department believes this is excessive, especially since the parking lot could be redesigned to provide more parking.

Michael S. Flanagan
Traffic Engineer Associate

MSF:nc

TO: S. Eric DiNenna, Zoning Commissioner
Attention: Mr. Myers

DATE: March 1, 1972

FROM: Fire Prevention Bureau
Fire Department

SUBJECT: Property Owner:

The Texas Star, Inc.

Location: S/W Corner, York and Church Road

ITEN # - 141

Zoning Agenda: Tuesday, February 29, 1972

() 1. Fire hydrants for the proposed site (are required and) shall be in accordance with Baltimore County Standards.

The hydrants shall be located at intervals of _____ feet along an approved road.

() 2. A second means of access is required for the site.

() 3. The dead-end condition shown at _____

exceeds the maximum allowed by the Fire Department.

() 4. The site shall be made to comply with all applicable requirements of the National Fire Protection Association Standard No. 101, "The Life Safety Code", 1967 Edition, and the Fire Prevention Code prior to occupancy or commencement of operations.

() 5. The owner shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101, "The Life Safety Code", 1967 Edition, and the Fire Prevention Code when construction plans are submitted for approval.

(X) 6. The Fire Department has no comment on the proposed site.

() 7. Site plans approved as shown.

Planning Division
Fire Prevention Bureau

Note: Above comments indicated with a check apply.

nb

BALTIMORE COUNTY ZONING ADVISORY COMMITTEE

March 20, 1972

Frank E. Ciccone, Esq.,
411 Jefferson Building
Towson, Maryland 21204

RE: Type of Hearing Variance
Location: SW Cor. York and Church Lane
Petitioner: The Texas Star, Inc.
Committee Meeting of Feb. 29, 1972
8th District
Item 141

Dear Sirs:

The Zoning Advisory Committee has reviewed the plans submitted with the above referenced petition and has made an on site field inspection of the property. The following comments are a result of this review and inspection.

The subject property is located on the southwest corner of Church Lane and York Road in the 8th District of Baltimore County. It is currently an undeveloped tract of land that has been cleared of all existing buildings. This property was previously the location of the Texas Star Tavern which was a landmark in this area for many years. Immediately to the west of the subject site there is an existing two-story frame dwelling that still remains as an adverse property between the Texas Star property and the showing center property to the south and east of this site. There is no existing curb and gutter existing along Church Lane or York Road at this location.

BUREAU OF ENGINEERING

The following comments are furnished in regard to the plan submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

Highways

York Road (Md. 45) is a State road; therefore, all improvements, intersections and entrances on this road will be subject to State Highway Administration requirements.

Church Lane, an existing County road, is being reconstructed in the vicinity of this property as a channelized

Frank E. Ciccone, Esq.,
Re: Item 141
Page 2
March 20, 1972

closed-type roadway cross section of varying width and right-of-way. Church Lane is proposed to be further improved in the future to the west as a 40-foot closed type roadway cross section on a 60-foot right-of-way. No further highway improvements are required at this time except for the replacement of concrete curb and gutter and sidewalk in connection with relocation of any entrance. However, highway right-of-way widening together with a fillet area at the intersection with York Road will be required in conjunction with any grading or building permit application.

The entrance locations are subject to approval by the Department of Traffic Engineering, and shall be constructed in accordance with Baltimore County Standards.

Sediment Control

Development of this property through striping, grading and stabilization could result in a sediment pollution problem, damaging private and public holdings downstream of the property. A grading permit is, therefore, necessary for all grading, including the striping of top soil.

Drainage studies and sediment control drawings will be necessary to be reviewed and approved prior to the recording of any record plat or the issuance of any grading or building permits.

Storm Drains

Provisions for accommodating storm water or drainage have not been indicated on the submitted plan.

York Road (Md. 45) is a State road. Therefore, drainage requirements as they effect the road come under the jurisdiction of the Maryland State Highway Administration.

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Petitioner.

Water and Sanitary Sewer

Public water supply and sanitary sewerage are available to serve this property.

Frank E. Ciccone, Esq.,
Re: Item 141
Page 1
March 20, 1972

DEPT. OF TRAFFIC ENGINEERING

The petitioner is requesting a variance from the requesting a variance from the required 40 parking spaces to 30 parking spaces. This department believes this is excessive, especially since the parking lot could be redesigned to provide more parking.

FIRE DEPARTMENT

This Department has no comment on the proposed site.

BUILDINGS ENGINEER'S OFFICE

Petitioner to comply with all applicable requirements of Baltimore County Building Code and regulations when plans are submitted.

HEALTH DEPARTMENT

Metropolitan water and sewer available to the site.

Food Service Comments: Prior to construction, renovation and/or installation of equipment for this food service facility, complete plans and specifications must be submitted to the Division of Food Protection, Baltimore County Department of Health, for review and approval.

Air Pollution Comments: The building or buildings on this site may be subject to registration and compliance with the Maryland State Health Air Pollution Control Regulations. Additional information may be obtained from the Division of Air Pollution, Baltimore County Department of Health.

STATE HIGHWAY ADMINISTRATION

The subject plan indicates proposed curbing that is in accordance with current State Highway Administration plans. However, a dimension of 31' should be noted from the center line of York Road to the curb.

BOARD OF EDUCATION

No bearing.

ZONING ADMINISTRATION DIVISION

This petition is accepted for filing on the date of the enclosed filing certificate. Notice of the hearing date and time, which will be held not less than 30, nor more than 90 days after the date on the filing certificate,

Frank E. Ciccone, Esq.,
Re: Item 141
Page 4
March 20, 1972

will be forwarded to you in the near future.

Very truly yours,
Oliver L. Myers, Chairman

JDD:JD
Enc.

THIS LEASE Made this 2nd day of January, 1972, by and between GEORGE D. MATHIAS, as Landlord, and WILLIAM RAUCK and BETTY A. RAUCK, his wife, as Tenant.

WITNESSETH:

1. Term and Premises. The Landlord hereby leases to Tenant the premises located in Baltimore County, State of Maryland, fronting approximately 175.85 feet on Church Lane, Texas, Maryland, as shown on the plat attached hereto outlined in red for the term of twenty (20) years, the beginning date of said term to be established as hereinafter set forth, the premises to be used by the Tenant for parking purposes.

It is understood and agreed that the Landlord has contracted to purchase the herein leased premises, and this Lease is conditional upon the settlement of the purchase by the Landlord which is scheduled to be on or before December 15, 1972, but not later than December 31, 1972. Tenant shall have the right to possession of the property, and rent shall commence the day settlement is made and title is conveyed to the Landlord.

2. Rent. Tenant covenants and agrees to pay as rent for the leased premises an annual amount equal to eight per cent (8%) of the total acquisition cost of the Landlord, including the purchase price of Sixty-five Thousand Dollars (\$65,000.00) and expenses payable at time of settlement by the Landlord, including one-half of the transfer tax, one-half documentary stamps, cost of recording title fees and all costs and adjustments payable by the Landlord at time of settlement. A statement thereof shall be furnished to the Tenant, and the rental figure will be confirmed by written addendum to this Lease. Said rental shall be payable in equal monthly installments on the first day of each month in advance, provided that the rent for the first month and the last month of the Lease shall be adjusted on a pro rata basis to the first of each month.

use and occupancy of the premises and out of the maintenance and operation of the premises.

14. Option to Purchase. Tenant shall have the right and option to purchase the property, such right to be exercised by notice in writing to the Landlord at any time during the first one year term of this Lease. The purchase price shall be a sum equal to the total actual investment made by the Landlord in the property, including all amounts paid on the purchase price and acquisition costs and all amounts paid by way of mortgage principal and any amounts which the Landlord is required to pay in order to deliver title to the Tenant of the premises plus an additional amount equal to fifty per cent (50%) of the Landlord's investment.

15. Landlord's Right to Develop. At any time during the term of this Lease, or any renewal thereof, provided Tenant has not exercised its option to purchase, the Landlord shall have the right to develop the demised premises for other uses, directly or for other tenants. In the event Landlord exercises the right to develop the property, Landlord agrees to provide for the use by the Tenant, and Tenant agrees to lease, twenty-five (25) spaces for the parking of motor vehicles, such parking area to comply with the requirements of applicable laws and regulations of Baltimore County as to paving and access to the public highway. Such spaces shall be leased to the Tenant for a term ending twenty (20) years after the effective date of this Lease. Tenant shall pay during the term of such Lease as rental for said parking spaces the sum of Two Hundred Fifty Dollars (\$250.00) per month, said rental to be adjusted to the cost of living index applicable to the area in which the demised premises lie every five (5) years from the date of the beginning of this Lease. From the effective date of the rental of the twenty-five parking spaces, Tenant shall not have any further responsibility for real estate taxes provided for in 2(a) above, such taxes to be pro rated to such

Tenant shall pay as additional rental the following:

(a) All real estate taxes and other public dues and charges assessed against the demised property or directly against the rent payable under this Lease. Said taxes shall be paid when Tenant is furnished a copy of the current tax bill by the Landlord not later than the date when such taxes or charges may be paid without interest or penalty. Tenant shall have the right to contest at Tenant's expense any increased assessment against the property in its or the Landlord's name, provided that the amount of any tax so assessed shall be deposited in an escrow account in the name of the Landlord during the time of such protest in order to secure payment of any final assessment.

(b) All charges for utilities, water rent, minor privilege charges and any other public dues and charges assessed against the property.

(c) All insurance premiums for public liability insurance herein otherwise provided for.

Tenant shall pay at the time of the execution of this Lease an amount equal to the pro rata rent to the end of the current month and the amount of the rent coming due on the first day of the succeeding month.

3. Conditional Limitation. Tenant covenants that, if the rent reserved or any part thereof shall be unpaid when due, or if Tenant shall fail to perform any covenant, condition or provision hereof, or if Tenant becomes insolvent or is judicially declared insolvent or bankrupt, or if a petition in bankruptcy be filed against it, or if a receiver be appointed for it, or if execution or attachment be issued against it or its goods, provided that if any such condition be not lifted within five (5) days, or if it shall make a deed of trust for the benefit of creditors, then this Lease, at Landlord's option, shall terminate and end and Landlord shall immediately have the right of re-entry and possession.

effective date. Tenant shall pay as additional rental any charges for utilities, minor privilege permits and any other public dues and charges assessed against said parking spaces, and shall pay insurance premiums for public liability insurance with limits of \$100,000.00 for any one person and \$300,000.00 for any one accident, to protect the Tenant and the Landlord from any claims, demands or liability arising out of the use, maintenance, operation and occupancy of the premises.

16. Tenant's Option With Reference to Cost of Improvements. Landlord agrees that, if requested to do so in writing by the Tenant, Landlord will pay all costs necessary or incidental to the improvement of the property leased for use by the Tenant as a parking lot with 25 spaces. This agreement shall be effective during the period of time from the execution of this Lease until such time as Landlord may exercise his rights to develop the property under Paragraph 15 hereof. In the event Tenant so requests the Landlord to pay the cost of improvements for parking spaces, Tenant agrees to pay as additional rental an amount equal to twelve per cent (12%) of the total cost of such improvements, said rental to commence on the date said improvements are completed and to be payable in equal monthly installments of one-twelfth (1/12) of such additional rental on the first day of each month in advance at the time rental is payable under Paragraph 2 hereof. In the event Landlord thereafter exercises the right to develop the property under Paragraph 15 hereof, future rental for such 25 spaces will be paid pursuant to such Paragraph 15 in lieu of the rental provided in Paragraph 2 and in lieu of the additional rental provided in this Paragraph.

17. This Lease shall be binding upon and for the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

5. Covenant to Comply With Laws and Ordinances, Etc. Tenant covenants promptly to observe, comply with and execute at his own cost and expense all present and future laws and ordinances affecting the demised premises, and all applicable rules, regulations and orders of duly constituted public authorities and all directives of regulatory bodies, such as the Board of Fire Underwriters, and to make any and all improvements thereby required, structural or otherwise, including walks and pavements. Failure of Tenant to comply with this covenant after five (5) days' notice shall entitle, but not obligate, Landlord to make such alterations, changes or improvements as may be so required or ordered; and it shall then be entitled to collect from the Tenant the cost thereof, together with interest and any penalties and costs which may be assessed against it or the property by virtue of Tenant's failure hereunder. Such sums shall be collectible by all the same remedies as the rent hereinabove provided for.

6. Covenant Against Assignment or Sub-Lease. Tenant covenants not to assign, mortgage or pledge this Lease or to sublet the demised premises or any part thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, and no such attempted assignment or subletting shall be effective as against Landlord. Assent shall not be given to any proposed assignment, mortgage or pledge unless both assignor and assignee simultaneously assume, in writing, the covenants of this Lease.

7. Repairs and Improvements. Tenant covenants and agrees to make all necessary repairs and improvements to the demised property and to maintain the same in good condition and repair during the term of the Lease.

8. Condemnation. In the event that the premises are taken by condemnation or public authority, either in full or to such an extent that the reasonable use thereof by the Tenant is no longer possible, it is agreed

that this Lease shall be at an end as of the date of such taking and that Tenant covenants to vacate forthwith, the rent to be adjusted to the date of such taking. Tenant shall be entitled to all statutory or regulatory allowances payable to a tenant under the law in effect as of the date of such taking.

9. Waiver. Waiver of a covenant or failure to enforce any covenant as to one or more violations hereunder shall not affect Landlord's right to enforce the same or other covenants as to other prior or subsequent violations. No covenant may be waived except in writing.

10. Surrender. At the expiration of said term or any renewal term, this tenancy shall end without further notice. Landlord may then use all processes of law for recovery of possession as against a tenant holding over, and this clause shall constitute all notice required as a condition precedent thereto.

11. Notices. All notices herein required to be given shall be sent by registered mail or certified mail. Notices to the Landlord shall be addressed to it at the place where the rent herein reserved is payable. Notices to the Tenant shall be addressed to the Tenant at

12. Subordination. Tenant agrees to subordinate its interest as Tenant hereunder to the interest of any mortgagee of Landlord, provided that such mortgagee agrees in consideration thereof that foreclosure of such mortgage shall not effect a cancellation or termination of this Lease, provided that notice of such foreclosure shall be given to the Tenant, and the Tenant shall attach to the mortgagee.

13. Liability Insurance. Tenant shall procure and maintain liability insurance in an acceptable company with limits of \$100,000.00 for any one person and \$300,000.00 for any one accident to protect the Tenant and the Landlord from any claims, demands or liability arising out of the

AS WITNESS the hands and seals of the parties hereto the day and date first above written.

WITNESS:

George D. Mathias

George D. Mathias (SEAL)
George D. Mathias Landlord

George F. Rauck
George F. Rauck

William Rauck (SEAL)
William Rauck
Betty A. Rauck (SEAL)
Betty A. Rauck Tenant

BALTIMORE COUNTY DEPT. OF EDUCATION
ZONING ADVISORY COMMITTEE MEETING
OF FEB. 29, 1972

Petitioner: THE TENNIS STORE, INC.
Location:
District: 7
Present Zoning:
Proposed Zoning:
No. of Acres:

Comments: NO READING

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: S. Eric Dillman Date: March 7, 1972
 ATTN: Oliver L. Myers
 FROM: Ellsworth M. Diver, P.E.

SUBJECT: Item 141 (1971-1972)
 Property Owner: The Texas Star, Inc.
 S/W corner York and Church Lane
 Present Zoning: R.N.
 Proposed Zoning: Variances from Section 409.28 (3) - parking and 238.2 to permit side and rear yards of 2' instead of required 30'
 District: 8th
 No. Acres: 0.389

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

Highways:

Tork Road (Md. 45) is a State Road; therefore, all improvements, intersections and entrances on this road will be subject to State Highway Administration requirements.

Church Lane, an existing County road, is being reconstructed in the vicinity of this property as a channelized closed-type roadway cross-section of varying width and right-of-way. Church Lane is proposed to be further improved in the future to the west as a 60-foot closed-type roadway cross-section on a 60-foot right-of-way. No further highway improvements are required at this time except for the replacement of concrete curb and gutter and sidewalk in connection with relocation of any entrance. However, highway right-of-way widening together with a fill-in area at the intersection with Tork Road will be required in conjunction with any grading or building permit application.

The entrance locations are subject to approval by the Department of Traffic Engineering, and shall be constructed in accordance with Baltimore County Standards.

Sediment Control:

Development of this property through stripping, grading and stabilization could result in a sediment pollution problem, damaging private and public holdings downstream of the property. A grading permit, therefore, necessary for all grading, including the stripping of top soil.

Drainage studies and sediment control drawings will be necessary to be reviewed and approved prior to the recording of any record plat or the issuance of any grading or building permits.

Item 141 (1971-1972)
 Property Owner: The Texas Star, Inc.
 Page 2
 March 7, 1972

Storm Drains:

Provisions for accommodating storm water or drainage have not been indicated on the submitted plan.

Tork Road (Md. 45) is a State Road. Therefore, drainage requirements as they affect the road come under the jurisdiction of the Maryland State Highway Administration.

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or improper installation of drainage facilities, would be the full responsibility of the Petitioner.

Water and Sanitary Sewers:

Public water supply and sanitary sewerage are available to serve this property.

Ellsworth M. Diver
 Chief, Bureau of Engineering

END:BAH/PMS

V-SE Key Sheet
 51 M 5 Position Sheet
 W 16 A Topo
 51 Tax Map

cc: Harris W. Shalowitz

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Mr. Oliver Myers Date: March 1, 1972
 FROM: H.V. Bonner
 SUBJECT: Item 141 - Zoning Advisory Committee Meeting, February 29, 1972

141. Property Owner: The Texas Star, Inc.
 Location: S/W Corner York and Church Road
 Present Zoning: R.N.
 Proposed Zoning: Variances from Section 409.28(3) - Parking and 238.2 to permit side and rear yards of 2' instead of required 30'
 District: 8
 No. Acres: 0.389

Metropolitan water and sewer available to the site.

Food Service Comments: Prior to construction, renovation and/or installation of equipment for this food service facility, complete plans and specifications must be submitted to the Division of Food Protection, Baltimore County Department of Health, for review and approval.

Air Pollution Comments: The building or buildings on this site may be subject to registration and compliance with the Maryland State Health Air Pollution Control Regulations. Additional information may be obtained from the Division of Air Pollution, Baltimore County Department of Health.

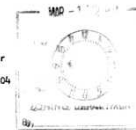
H.V. Bonner
 Sanitarian II
 Water and Sewer Section



STATE HIGHWAY ADMINISTRATION

300 WEST PRESTON STREET
 BALTIMORE, MD 21201

February 29, 1972



Mr. S. Eric Dillman
 Zoning Commissioner
 County Office Bldg.
 Towson, Maryland 21204

Attn: Mr. O. L. Myers

Dear Sir:

The subject plan indicates proposed curbing that is in accordance with current State Highway Administration plans. However, a disposition of 31' should be noted from the centerline of York Road to the curb.

Very truly yours,

Charles Lee, Chief
 Development Engineering
 Section

By: John E. Meyers
 Asst. Development Engineer

CLJ:EHK

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Zoning Date: Feb. 29, 1972
 FROM: Office of the Buildings Engineer
 SUBJECT: #141 The Texas Star, Inc.
 S.W. Corner, York and Church Road
 District: 8

Petitioner to comply with all applicable requirements of Baltimore County Building Code and regulations when plans are submitted.

CERTIFICATE OF PUBLICATION

TOWSON, MD., March 30, 1972.

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., 6624-36-4424, at one time, 1972, the 17th day of April, 1972, the 19th day of April, 1972, the 20th day of April, 1972, the 21st day of April, 1972, the 22nd day of April, 1972, the 23rd day of April, 1972, the 24th day of April, 1972, the 25th day of April, 1972, the 26th day of April, 1972, the 27th day of April, 1972, the 28th day of April, 1972, the 29th day of April, 1972, the 30th day of April, 1972, the 1st day of May, 1972, the 2nd day of May, 1972, the 3rd day of May, 1972, the 4th day of May, 1972, the 5th day of May, 1972, the 6th day of May, 1972, the 7th day of May, 1972, the 8th day of May, 1972, the 9th day of May, 1972, the 10th day of May, 1972, the 11th day of May, 1972, the 12th day of May, 1972, the 13th day of May, 1972, the 14th day of May, 1972, the 15th day of May, 1972, the 16th day of May, 1972, the 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Frank E. Cicone, Esq.
411 Jefferson Building
Towson, Md. 21204

BALTIMORE COUNTY OFFICE OF PLANNING AND ZONING
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Item 1-1

Your Petition has been received and accepted for filing

this 7th day of March 1972

Eric S. Cicone
Eric S. Cicone,
Zoning Commissioner

Petitioner: The Texas Star, Inc.

Petitioner's Attorney: Frank E. Cicone

Reviewed by *Eric S. Cicone*
Chairman,
Advisory Committee

2 SIGNS

72-243-A

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District 8th Date of Posting: APRIL 17, 1972
Posted for: VARIANCE
Petitioner: THE TEXAS STAR, INC.
Location of property: SW COR. OF YORK RD. AND CHURCH LANE
Location of Signs: ① 1/2 OF CHURCH LANE 25 FT. - W OF YORK RD.
② W/S OF YORK RD. 35 FT. - S OF CHURCH LANE.
Remarks:
Posted by: Charles M. Neal Date of return: APRIL 19, 1972
Signature

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District 8th Date of Posting: MAY 2, 1972
Posted for: 72-243-A
Petitioner: THE TEXAS STAR, INC.
Location of property: SW COR. OF YORK RD. AND CHURCH LANE
Location of Signs: 1/2 OF CHURCH LANE 25 FT. - W OF YORK RD.
Remarks:
Posted by: Charles M. Neal Date of return: MAY 10, 1972
Signature

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 3659

DATE May 24, 1972 ACCOUNT 01-662

AMOUNT \$0.00

WHITE - CASHIER DISTRIBUTION PINK - AGENCY YELLOW - CUSTOMER
No. 72-243-A - Cost of appeal - The Texas Star
York Road and Church Lane
Frank E. Cicone, Esq.

4 00 CXC

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 2197

DATE May 18, 1972 ACCOUNT 01-662

AMOUNT \$52.75

WHITE - CASHIER DISTRIBUTION PINK - AGENCY YELLOW - CUSTOMER
Mandex
Frank E. Cicone, Esq.
411 Jefferson Building
Towson, Md. 21204
Advertising and posting of property for the
Texas Star, Inc. 72-243-A 52.75

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 2105

DATE March 27, 1972 ACCOUNT 01-662

AMOUNT \$25.00

WHITE - CASHIER DISTRIBUTION PINK - AGENCY YELLOW - CUSTOMER
Frank E. Cicone, Esq.
411 Jefferson Building
Towson, Md. 21204
Petition for Variance for The Texas Star, Inc.
72-243-A 25.00

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 3657

DATE May 22, 1972 ACCOUNT 01-662

AMOUNT \$40.00

WHITE - CASHIER DISTRIBUTION PINK - AGENCY YELLOW - CUSTOMER
No. 72-243-A - Cost of appeal - property of
The Texas Star, Inc.
Jas. G. Stratakis, et al
40.00

A ruler with two scales. The top scale is in inches, ranging from 0 to 12. The bottom scale is in centimeters, ranging from 0 to 30. The ruler is marked with millimeter increments.