

RECEIVED FOR FILING
DATE 10/20/1978

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 strict compliance with the Baltimore County Zoning Regulations would result in practical difficulty and unreasonable hardship upon the Petitioner...

the above Variance should be had and it further appearing that by reason of the granting of the Variance requested not adversely affecting the health, safety, and general welfare of the community, the Variance to permit a front yard setback of 22.5 feet in lieu of the required 25 feet, a side yard setback of zero feet in lieu of the required 10 feet, and 25 parking spaces in lieu of the required 29 spaces should be granted.

IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 19th day of November, 1978, that the herein Petition for the aforementioned Variance should be and the same is GRANTED, from and after the date of this Order, subject to the approval of a site plan by the Department of Public Works and the Office of Planning and Zoning.

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 19th day of November, 1978, that the above Variance be and the same is hereby DENIED.

Zoning Commissioner of Baltimore County



THOMAS M. MURPHY, P.E.
DIRECTOR

December 1, 1978

Mr. S. Eric DiNenna
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #65 (1978-1979)
Property Owner: Opzel Holding Company, Inc.
N/W cor. East Middle St. & 68th St.
Existing Zoning: M.L.-L.M.
Proposed Zoning: Variance to permit a front setback of 22.5' in lieu of the required 25' and a side setback of 0' in lieu of the required 10' and to permit 25 parking spaces in lieu of the required 29 spaces.
Acreage: 1.566 District: 15th

Dear Mr. DiNenna:

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.

Comments:

Baltimore County highway and utility improvements are not directly involved.

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

The construction/reconstruction of concrete sidewalks, curb and gutter, entrances, aprons, etc. will be the full responsibility of the petitioner.

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review in connection with this item #65 (1978-1979).

Very truly yours,

ELSMORE H. DIVER, P.E.
Chief, Bureau of Engineering

END:KAM:PMR:as

J-SE Key Sheet
6 NE 18 Post Sheet
NE 2 & 3 Topo
96 Tax Map



LESTER H. GRANT
DIRECTOR

October 24, 1978

Mr. S. Eric DiNenna, Zoning Commissioner
Zoning Advisory Committee
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Dear Mr. DiNenna:

Comments on Item #65, Zoning Advisory Committee Meeting, September 19, 1978, are as follows:

Property Owner: Opzel Holding Company, Inc.
Location: NW/C East Middle St. and 68th St.
Existing Zoning: M.L.-L.M.
Proposed Zoning: Variance to permit a front setback of 22.5' in lieu of the required 25' and a side setback of 0' in lieu of the required 10' and to permit 25 parking spaces in lieu of the required 29 spaces.
Acre: 1.566
District: 15th

This office has reviewed the subject petition and offers the following comments. These comments are not intended to indicate the appropriateness of the zoning in question, but are to ensure that all parties are made aware of plans or problems with regard to development plans that may have a bearing on this petition.

If parking is to be provided on other sites, a site plan showing the required and provided parking for all sites must be submitted.

Very truly yours,

John L. Wimbley
Planner III
Current Planning and Development



STEPHEN S. COLLINS
DIRECTOR

October 20, 1978

Mr. S. Eric DiNenna
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Item No. 65 - EMC - September 19, 1978
Property Owner: Opzel Holding Company, Inc.
Location: NW/C East Middle St. & 68th St.
Existing Zoning: M.L.-L.M.
Proposed Zoning: Variance to permit a front setback of 22.5' in lieu of the required 25' and a side setback of 0' in lieu of the required 10' and to permit 25 parking spaces in lieu of the required 29 spaces.
Acreage: 1.566
District: 15th

Dear Mr. DiNenna:

The requested variance to the front and side setbacks are not expected to cause any traffic problems. The variance to the required parking could cause some parking problems in the area.

Very truly yours,

Michael S. Flanagan
Engineer Associate II

MSF/bza

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Nicholas B. Commodari
Zoning Advisory Committee

Date: September 21, 1978

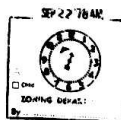
FROM: Rosellen Plant, Industrial Development Commission

SUBJECT: Item No. 65 - Property Owner: Opzel Holding Company, Inc.
Location: NW/C East Middle Street & 68th Street
Existing Zoning: M.L.-L.M.
Proposed Zoning: Variance to permit a front setback of 22.5' in lieu of the required 25' and a side setback of 0' in lieu of the required 10' and to permit 25 parking spaces in lieu of the required 29 spaces.

The Industrial Development Commission is in agreement with the Baltimore County 1976 Comprehensive Zoning Map, as adopted by the County Council, except in obvious cases of change of neighborhood or technical errors in the maps.

Rosellen J. Plant
ROSELLEN J. PLANT

RJP:pk



Paul H. Reinecke
Chief

Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204

Attention: Zoning Advisory Committee

Re: Property Owner: Opzel Holding Company, Inc.

Location: NW/C East Middle St. and 68th St.
Item No. 65 Zoning Agenda

Comments:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "x" are applicable and required to be corrected or incorporated into the final plans for the property.

- (1) Fire hydrants for the referenced property are required and shall be located at intervals of 100 feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.
- (2) A second means of vehicle access is required for the site.
- (3) The vehicle dead end condition shown at _____ exceeds the maximum allowed by the Fire Department.
- (4) The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operations.
- (5) The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1970 Edition prior to occupancy.
- (6) Site plans are approved as drawn.
- (7) The Fire Prevention Bureau has no comments, at this time.

REVIEWED: [Signature]
Planning Group
Special Inspection Division

Noted and Approved: [Signature]
Fire Prevention Bureau



DONALD R. BOOP, M.D., M.P.H.
DEPUTY STATE AND COUNTY HEALTH OFFICER

Mr. S. Eric DiNenna, Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Dear Mr. DiNenna:

Comments on Item #65, Zoning Advisory Committee Meeting, September 19, 1978, are as follows:

Property Owner: Opzel Holding Company, Inc.
Location: NW/C East Middle St. and 68th St.
Existing Zoning: M.L.-L.M.
Proposed Zoning: Variance to permit a front setback of 22.5' in lieu of the required 25' and a side setback of 0' in lieu of the required 10' and to permit 25 parking spaces in lieu of the required 29 spaces.
Acreage: 1.566
District: 15th

Subject: Item #65, Zoning Agenda

Prior to making a final decision, the district health officer should be contacted for such information as may be required.

The parking facility should be designed to meet the requirements of the Fire Prevention Code.

DRB/MS:phr
cc: W. L. Phillips

BOARD OF EDUCATION OF BALTIMORE COUNTY

TOWSON, MARYLAND - 21204

Date: September 20, 1978

Mr. S. Eric DiNenna
Zoning Commissioner
Baltimore County Office Building
Towson, Maryland 21204

I.A.C. Meeting of: September 19, 1978

RE: Item No. 65
Property Owner: Opriel Holding Company, Inc.
Location: NW/4 East Bladie Pt. & 68th Street
Present Zoning: M-1, 1-1A
Proposed Zoning: Variance to permit a front setback of 22.5' in lieu of the required 25' and a side setback of 0' in lieu of the required 30' and to permit 25 parking spaces in lieu of the required 29 spaces.

District: 15th
No. Acres: 1.566

Dear Mr. DiNenna:

Re bearing on student population.

Very truly yours,

W. Nick Petrevich
W. Nick Petrevich,
Field Representative

WNP/bp

JOSEPH M. MCGOWAN, SECRETARY
T. HAROLD WILLIAMS, JR., VICE PRESIDENT
MARCEL M. POTEMANT

THOMAS H. BOYER
MRS. LOREANNE F. CONNOR
ROBERT H. HAYES

ALVIN LORICH
MRS. MILTON H. SMITH, JR.
RICHARD W. TRACY, D.D.

ROBERT S. STELL, SUPERINTENDENT

and Grantor agrees not to interfere with any such lawful use, provided, however, that Grantee shall not use same so as to interfere with Grantor's use of Lot 1. It being understood and agreed, however, that Grantee, its successors and assigns, shall have the right to park automobiles in the area designated spaces 1, 2, 12, 13 and 14 on Exhibit C. So long as Grantee shall use said use in common area, the cost of real estate taxes, maintenance and repair of the said use in common area shall be borne equally by Grantor and Grantee, their successors and assigns, except any damage caused by only one party shall be repaired at the sole expense of such party. Each party may carry such insurance as it may deem desirable to protect itself from liability arising as a result of this easement. This easement shall continue so long as the building on Lot 2 stands as it presently exists or as it may be reconstructed or restored. If the existing building on Lot 2 shall not stand thereon and shall not be so reconstructed or restored, the easements with respect to the said use in common areas shall thereupon terminate and be of no further force or effect.

Notwithstanding the foregoing, the area described on Exhibit B attached hereto and made a part hereof shall be used exclusively by Grantor, its invitees and licensees, and its and their successors and assigns, and shall not be used by Grantee or by any parties claiming through Grantee, except only for the maintenance of a fire door which may be used only as an emergency fire exit for the building on the lot herein conveyed.

Notwithstanding anything to the contrary herein set forth, Grantor agrees on behalf of itself, its invitees and licensees, and its and their successors and assigns, that their use of the easement area located along 68th Street and herein conveyed by Grantor to

9/12/78

DEED, PARTY WALL AND EASEMENT AGREEMENT

THIS DEED is made this day of , 1978, by and between AMERICAN PROPERTY INVESTORS VII, a limited partnership, formed under the laws of the State of Colorado (hereinafter called "Grantor"); and UNITED PRODUCTS DISTRIBUTORS, INC., a corporation formed under the laws of the State of Maryland (hereinafter called "Grantee").

WITNESSETH, that in consideration of the mutual covenants of the parties hereinafter contained, and pursuant to Grantor's obligation to convey the hereinafter described property in conjunction with the acquisition by Grantor, from Filibate Stores Corporation, of a larger parcel of property of which it is a part, on February 1, 1978, by Deed recorded in the Land Records of the Circuit Court for Baltimore County, Maryland in Liber 5853, Page 462, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns, in fee simple, all of that certain lot of ground situated in Baltimore County, Maryland, more fully described on Exhibit A attached hereto and made a part hereof.

TOGETHER with the buildings thereupon and all the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any ways appertaining.

SUBJECT to and together with the rights of Grantor and Grantee to use the wall serving as the boundary line between the property herein conveyed and Lot 1 as shown on the Subdivision Plan recorded among the Land Records of Baltimore County, Maryland in Plat Book 42 at folio 113, in common as a party wall. Should it become necessary to repair or rebuild the whole or any part of the said party wall, the repairing or rebuilding expense shall be borne equally by the parties hereto, or their heirs or assigns, who shall at the time

Grantee shall be restricted to pedestrian traffic and to the repair, maintenance and replacement, if necessary, of the underground gasoline storage tanks located within the aforesaid easement area. Grantor shall have the right to the continued use of such underground storage tanks and shall be solely responsible for the maintenance of such tanks or for the removal or other lawful disposition (e.g. filling with sand) of such tanks and surface repair in the event that Grantor, its invitees and licensees, and its and their successors and assigns elect to discontinue the use of such tanks. It is understood and agreed that Grantee, its successors and assigns, shall have the right to park automobiles in the area designated spaces 15 through 25 on Exhibit C. In the event Grantee desires to make use of such spaces, it shall be responsible for installation and maintenance of concrete "stops" to prevent automobiles from damaging the fence located adjacent to said spaces. Any damage caused to said fence or to the underground storage tanks by automobiles parking in said spaces shall be repaired at the sole cost and expense of Grantee.

The parties shall maintain such grades between their properties affected hereby as shall be necessary for the reasonable use and enjoyment of their rights hereunder, and no barrier, curb or grade shall hereafter be constructed which shall frustrate such use and enjoyment.

After either party hereto shall by written notice to the other abandon all of its easement rights in any property of the other hereunder and/or if all of such rights shall cease, terminate and be extinguished as provided herein or pursuant to the order of any court having jurisdiction, then the party whose easement rights shall be abandoned or shall have ceased, terminated and be extinguished, shall have no further liabilities or obligations hereunder with respect to said property formerly affected by its said easement rights except for any of such liabilities and obligations that theretofore accrued hereunder.

of the repair or rebuilding then be using said wall, in proportion to the respective number of linear feet of each party's use of said wall. If one party elects to repair or replace the wall when necessary and the other does not desire to have the same rebuilt and does not participate in the cost thereof, the rebuilding party shall have the right to repair or rebuild the same and the other party shall have no further right to use the wall as a party wall. If either party shall desire to repair or rebuild said party wall when same is not necessary, such party shall pay the entire cost thereof. Any repairing or rebuilding of the wall shall be in compliance with all requirements of law, and shall be at substantially the same location as that shown on the aforesaid Plat of Subdivision, and shall be of the same or equal material as the existing wall, so that after the repair and rebuilding the wall shall continue to serve both parties as effectively as before such work without any additional cost or expense as a result thereof. Notwithstanding the foregoing, repairs occasioned by only one party by wear and tear or accidents by it shall be repaired at the sole expense of the party causing such damage, and the mutual use of the wall shall continue unabated without the requirement of contribution by the other. This covenant shall continue so long as the buildings on Lot 1 and Lot 2 stand as they presently exist or as restored or reconstructed.

Grantor reserves unto itself, its invitees and licensees, its successors and assigns, and their invitees and licensees, a non-exclusive, perpetual easement to use in common with Grantee, its successors and assigns, the area described on Exhibit D attached hereto and made a part hereof, for the purpose of ingress and egress, loading and unloading, and any other lawful use which Grantor may

Grantor hereby grants unto Grantee, its successors and assigns, the right to the continued use and enjoyment of the existing sprinkler water line which services the buildings located on Lot 1 and Lot 2. Such right shall continue so long as: (i) the water line or a replacement therefor remains in existence, (ii) the building on Lot 2 stands as it presently exists or as restored or reconstructed and (iii) Grantee shall stand responsible for and pay to Grantor all costs, expenses and damages which may be incurred by Grantor by reason of the permitted use by Grantee of such water line servicing the sprinkler system in the building on Lot 2.

Grantor hereby grants unto Grantee, its invitees and licensees, its and their successors and assigns, and their invitees and licensees, an easement to use in common with Grantor the railroad siding presently servicing Lot 1, upon the following terms and conditions:

(a) The cost of the repair, maintenance and any necessary replacement of the railroad siding and other railroad facilities shall be divided evenly between Grantor and Grantee, except any damage caused by only one party shall be repaired at the sole expense of such party.

(b) Grantee, its successors and assigns, shall not interfere with the ingress and egress to Lot 1 in unloading any railroad cars and therefore covenants and agrees to unload in a parallel position, since perpendicular unloading into the rear of a truck would cause such interference.

(c) In the event Grantee, its successors and assigns, should desire to avail itself of railroad deliveries, it shall cause to be paved, at its sole cost and expense, the area adjacent to the tracks, in order that its trucks shall have a firm surface upon which to unload railroad cars; in addition, if it so desires, it may, at

desire in conjunction with use of Lot 1, and Grantee agrees not to interfere with any such lawful use, it being understood and agreed, however, that Grantee, its successors and assigns, shall have the right to park automobiles in the area designated spaces 13 through 14 on the plat attached hereto as Exhibit C. In the event Grantee desires to make use of such spaces, it shall be responsible for installation and maintenance of concrete "stops" to prevent automobiles from damaging the fence located adjacent to said spaces. Any damage caused to said fence shall be repaired at the sole cost and expense of Grantee. So long as Grantor shall use said use in common area, the cost of real estate taxes, maintenance and repair of the said use in common area shall be borne equally by Grantor and Grantee, their successors and assigns, except any damage caused by only one party shall be repaired at the sole expense of such party. Each party may carry such insurance as it may deem desirable to protect itself from liability arising as a result of this easement. This easement shall continue so long as the existing building on Lot 1 stands as it presently exists or as it may be reconstructed or restored. If the existing building on Lot 1 shall not stand thereon and shall not be so reconstructed or restored, the easements with respect to the said use in common area shall thereupon terminate and be of no further force or effect.

Grantor hereby grants unto Grantee, its invitees and licensees, its successors and assigns, and their invitees and licensees, non-exclusive, perpetual easements to use in common with Grantor, its successors and assigns, the two areas designated "Area To Be Used In Common By Lots No. 1 and No. 2" located on Lot 1 as shown on the aforesaid Plat of Subdivision, for the purpose of ingress and egress, loading and unloading, and any other lawful use which Grantee may desire in conjunction with use of Lot 2 on the aforesaid Plat of Subdivision.

its sole cost and expense, cause to be constructed a loading dock platform of such size, location and material as shall first be approved in writing by Grantor, which approval shall not be unreasonably withheld, in order to enable Grantee to unload all cars directly into its trucks without the trucks interfering with the ingress and egress to Lot 1.

The aforesaid covenants and easements shall run with both parcels of land as described on the aforesaid Plat of Subdivision until terminated in accordance herewith.

Except only as expressly otherwise provided in this Agreement, each party hereto shall indemnify, defend and hold harmless the other from and against all losses, costs, damages, expenses, claims and actions resulting from acts and failures to act by it or by its agents, employees, invitees, licensees, successors and assigns. The parties hereto shall comply with all reasonable requirements of first institutional mortgages of the subject property. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said Grantee, its successors and assigns, in fee simple, subject to such reservations and easements set forth above.

AND the said Grantor does hereby covenant that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted and that it will execute such further assurances of the same as may be requisite.

WITNESS the names and seals of Grantor and Grantee the day and year first above written.

WITNESS

AMERICAN PROPERTY INVESTORS VII
a Colorado limited partnership
By: Seventh Properties Management
Co., General Partner

By: _____

(Signatures continue on next page)

WITNESS: UNITED PRODUCTS DISTRIBUTORS, INC.
By: _____ (SEAL)

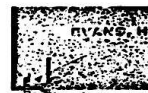
STATE OF _____ OF _____, TO WIT:
I HEREBY CERTIFY, that on this _____ day of
1978, before me, the subscriber, a Notary Public for the State
and aforesaid, personally appeared
Vice President of Seventh Properties Management Corp., General
Partner of American Property Investors VII, a limited partnership,
and that he, as such Vice President, being authorized so to do,
executed the foregoing instrument for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and Notarial
Seal.

My Commission expires: Notary Public

STATE OF _____ OF _____, TO WIT:
I HEREBY CERTIFY, that on this _____ day of
1978, before me, the subscriber, a Notary Public for the State
and aforesaid, personally appeared
President of United Products Distributors, Inc., a Maryland
corporation, and that he, as such President, being authorized so
to do, executed the foregoing instrument for the purposes therein
contained.
IN WITNESS WHEREOF, I hereunto set my hand and Notarial
Seal.

My Commission expires: Notary Public

All of that certain lot of ground situate
in Baltimore County, Maryland, being known as
Lot No. 2 as shown on the Subdivision Plan
recorded among the Land Records of Baltimore
County, Maryland in Plat Book 42 at folio 113.



EVANS, HAGAN & HOLDEFER, INC.

SURVEYORS AND CIVIL ENGINEERS

8015 BELAIR ROAD / BALTIMORE MD 21236 (301) 668-1501
130 POPULAR STREET / CAMERON MD 21613 (301) 228-2280
111 JOHN STREET / WESTMINSTER MD 21157 (301) 668-7292
115 S WASHINGTON STREET / EASTON MD 21821 (301) 827-8222

May 31, 1978

DESCRIPTION OF AREA OF EXCLUSIVE USAGE - AMERICAN PROPERTY INVESTORS VII PROPERTY 13TH FLATIRON DISTRICT, BALTIMORE COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point distant North 52 degrees 11 minutes 16 seconds East
25.15 feet measured from a point situated in the 6th line of the land which by deed dated
January 31, 1974 and recorded among the land records of Baltimore County in Liber E.W.R., Jr.
No. 3478 folio 917, was conveyed by Trans Corporation to Baltimore Stores Corporation, said
point in the 6th line being distant 222.61 feet measured along said 6th line from the Northwest
side of East Middle Street, 75 feet wide, said place of beginning also being, in line with the
Southeast face of the Southeast wall of an existing building there situated, thence leaving said
place of beginning and running to and up north binding on the Southeast face of the Southeast
wall of the aforesaid building, in all, referring all the courses of this description to the
Grid Meridian as established by the Baltimore County Metropolitan District.

(1) North 52 degrees 11 minutes 16 seconds East 74.55 feet to the South east face of the
Southwest wall of an addition to the aforesaid building, thence running and binding of the
Southwest face of said building addition, (2) South 31 degrees 07 minutes 44 seconds East 11
feet, thence leaving said Southwest face of said building addition and running and binding of
an existing fence there situated, the 2 following courses and distances, viz: (3) South 55
degrees 02 minutes 22 seconds West 73.90 feet to a corner on said fence and (4) South 31
degrees 15 minutes 07 seconds West 109.00 feet to the place of beginning.

Containing 0.157 acres of land, more or less

EXHIBIT B

EVANS, HAGAN & HOLDEFER, INC.
130 POPULAR STREET / CAMERON MD 21613
BALTIMORE COUNTY, MARYLAND

CIVIL ENGINEER
JAMES M. HOLDEFER

WESTMINSTER
MICHAEL A. HOLDEFER

EVANS, HAGAN & HOLDEFER, INC.

SURVEYORS AND CIVIL ENGINEERS

8015 BELAIR ROAD / BALTIMORE MD 21236 (301) 668-1501
130 POPULAR STREET / CAMERON MD 21613 (301) 228-2280
111 JOHN STREET / WESTMINSTER MD 21157 (301) 668-7292
115 S WASHINGTON STREET / EASTON MD 21821 (301) 827-8222

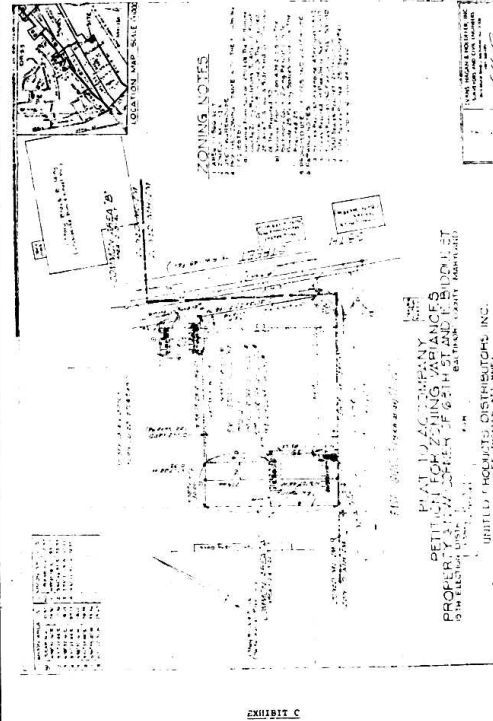
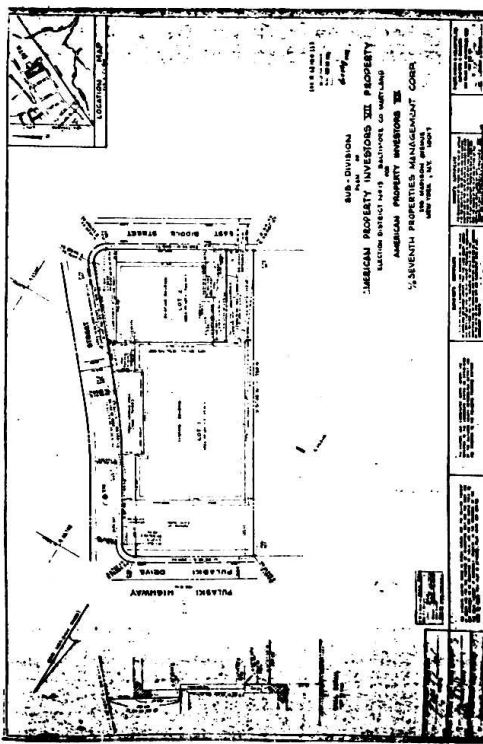
August 16, 1978

DESCRIPTION OF 0.191 ACRES, MORE OR LESS, USE IN COMMON AREA, PART OF LOT NO. 2, SUB-DIVISION PLAN OF AMERICAN PROPERTY INVESTORS VII PROPERTY, 13TH FLATIRON DISTRICT, BALTIMORE COUNTY, MARYLAND

BEGINNING FOR THE SAME on the Northwest side of East Middle Street, 75 feet wide, at a
point distant 304.26 feet measured Southwesterly along said Northwest side of East Middle
Street from a pipe up set at its intersection with the Southwest side of 60th Street, 75
feet wide, thence leaving said place of beginning and running and binding on said Northwest
side of East Middle Street, referring all courses of this description to the Grid Meridian as
established by the Baltimore County Metropolitan District.

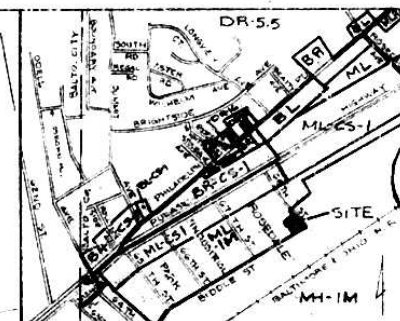
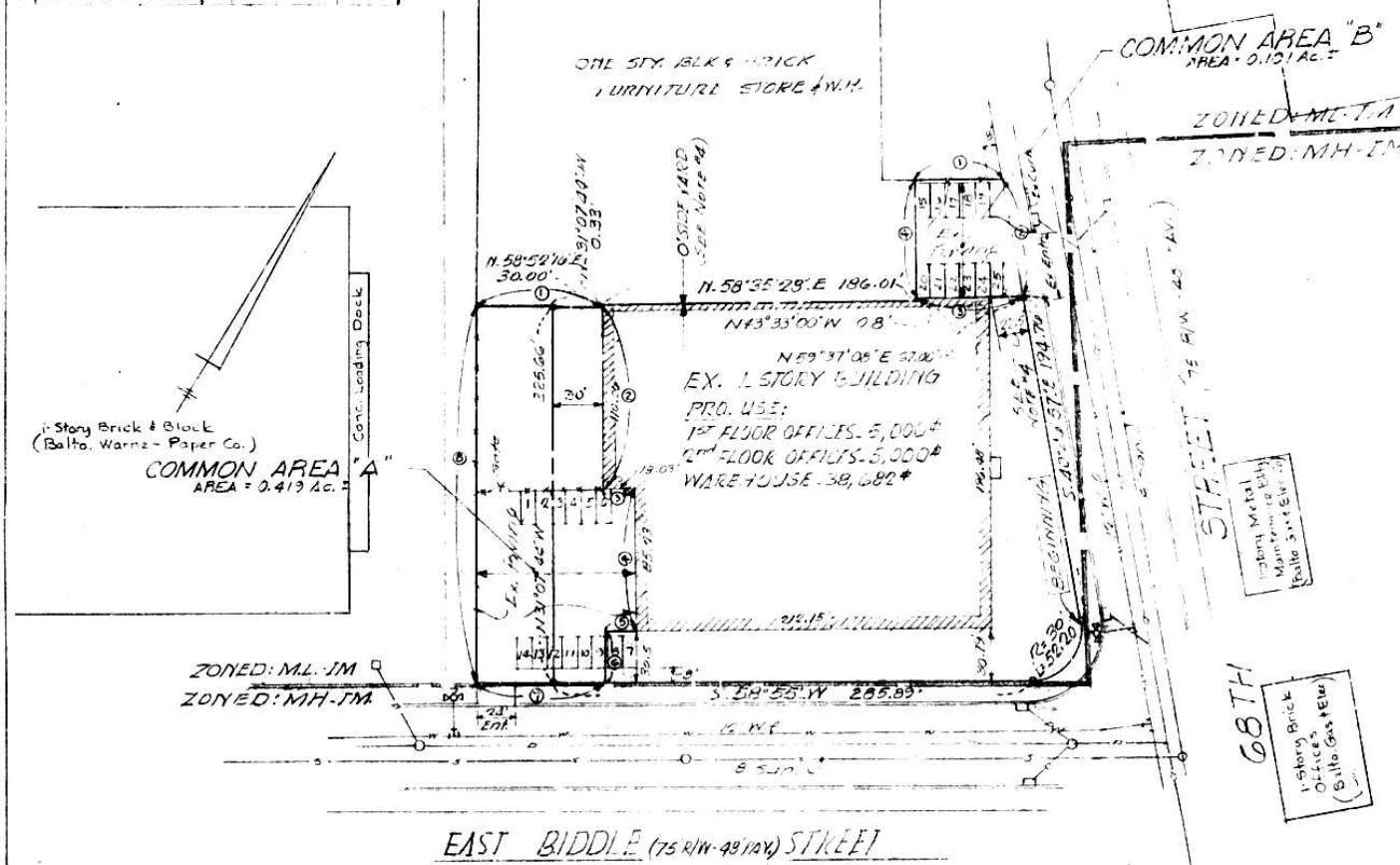
(1) South 58 degrees 35 minutes 00 seconds West 75.00 feet to a division line between
lots #1 and #2 as laid out and shown on sub-division plan of American Property Investors VII
Property, recorded among the land records of Baltimore County in Plat Book E.W.R., Jr. No. 42
folio 113, thence leaving East Middle Street and running and binding on the division line be-
tween said lots #1 and #2, the 2 following courses and distances, viz: (2) North 31 degrees 07
minutes 44 seconds East 275.66 feet and (3) North 58 degrees 35 minutes 16 seconds East 30.00
feet to the Southwest face of the Southwest wall of a one-story building now standing on the
aforesaid lot No. 2, thence leaving the division line between lots #1 and #2 and running and
binding on the Southwest face of the aforesaid building, the 3 following courses and distances
viz: (4) South 31 degrees 07 minutes 44 seconds East 110.06 feet (5) North 58 degrees 35 mi-
nutes 16 seconds East 16.03 feet and (6) South 31 degrees 07 minutes 44 seconds East 85.75 feet
thence leaving the Southwest face of said building and running through said lot No. 2, the
2 following courses and distances, viz: (7) South 58 degrees 35 minutes 16 seconds West 18.70
feet and (8) South 31 degrees 07 minutes 44 seconds East 30.39 feet to the place of beginning.
Containing 0.191 acres of land, more or less.

EXHIBIT D



MAR 14 1978

COMMON AREA 'A'			COMMON AREA 'B'		
NO.	BEARING	DIST.	NO.	BEARING	DIST.
1	N 58° 52' 16" E	74.50'	1	N 59° 37' 08" E	53.64'
2	S 31° 07' 44" E	110.06'	2	S 40° 46' 57" E	73.99'
3	N 58° 52' 16" E	18.03'	3	S 59° 37' 08" W	67.00'
4	S 31° 07' 44" E	65.23'	4	N 30° 22' 52" W	72.77'
5	S 58° 52' 16" W	18.20'			
6	S 31° 07' 44" E	30.39'			
7	S 58° 55' 00" W	73.56'			
8	N 31° 22' 31" W	225.65'			



LOCATION MAP - SCALE 1"=1000'

ZONING NOTES

1. AREA - 1.566 AC. ±
2. ZONED - M.L.-1M
3. USE - WAREHOUSE
4. PROPOSED ZONING - SAME WITH THE FOLLOWING REQUESTS:
 - a) Variance from Section 255.1 Of The Baltimore County Zoning Regulations To Allow A Front Setback Of 22.5' In Lieu Of The Required 25' And To Allow A Side Yard Of 0' In Lieu Of The Required 30'.
 - b) Variance From Section 409.2-6.5 Of The Baltimore County Zoning Regulations To Provide 25 Parking Spaces In Lieu Of The Required 29.
5. PROPOSED USE - OFFICES AND WAREHOUSE
6. PARKING NOTES:
 - a) Spaces Required Warehouse - 4 Employees $\div 5 = 2$
 - b) Spaces Required 1st Floor Office 3000 $\div 300 = 10$
 - c) Spaces Required 2nd Floor Office 5000 $\div 500 = 10$
 - d) Total Spaces Required - $2 + 10 + 10 = 22$
 - e) Total Spaces Provided - 25 (See Note #4)
 - f) Size of Parking Spaces 9' x 20'

PLAT TO ACCOMPANY
PETITION FOR ZONING VARIANCES
PROPERTY @ N.W. CORNER OF 68TH ST. AND E. BIDDLE ST.
15TH ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

1-Story Metal Building
(Maintenance)

FOR

UNITED PRODUCTS DISTRIBUTORS, INC.
% LEE THOMAS, ATTORNEY
SUITE 314 - MERCANTILE TRUST BLDG
409 WASHINGTON AVE.
TOWSON, MARYLAND 21204

EVANS, HAGAN & HOLDEFER, INC.
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L. J. Hagans
DATE 7-28-74 SCALE 1"=50'