PETITION FOR ZONING VALLANCE FROM AREA AND HEIGHT REGULATIONS

TO THE ZONING COMMISSIONER (BALTIMORE COUNTY:

1, or we_08254_HOLDING_COMPARIL_LERY._legal owner_.of the property situate in Baltimore County and which is described in the description and plat attached bereto and made e part hereof.

(290.1 & 2)

bereby position for a Variance from Section. 253.15.8.4(100., £700.) set back of £2.2 feet in 1800 of the consisted 25 feet and to allog gaighty and of zero feet in 1800 of the presented 19 feet and from allog gaighty and of zero feet in 1800 of the presented 19 feet and from Section 409.1 for provide for 22 parting spaces to late of the required 29 parting spaces (some of which will be on land to be runed \$2.50. DORTECT, DUCKSER, DORTECT, DUCKSER, common areas as to which the Contract Purchaser has the right to so use such spaces), all as more fully shown on the ettarhed plat.

when the control of t purchased by Contract Purchaser has already been built, the number of parking spaces processed by destreet Purchaser has already been suili, the number of parking space recommend by the contained by the use of the formula contained in Section 499.2 of the salitators ("salitators limited by other sations; however, the land area appertinent to such salitators ("salitators by other sations buildings, by 56th Street and by Tank Biddle Street and by a railroad rise buildings, Verlance sorte, in order to continue use of the salitators of the buildings, Verlance sorte, the obstance.

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

It was agree to pay expenses of above Variance advertising, posting, etc., upon filing of this titleg and further agree to and even to be bound by the noning regulations and restrictions of integer County adopted pursuant to the Zoning Law For Baltimore County.

PRODUCTS DISTRIBUTORS, INC. AMERICAN, PROPERTY INVESTORS VI. /74.74 and Karlington or Ward Million of Legal Owner c/n Jack N. Zemil, Esquire Address 19th Floor, 16 Light Street Baltimore, Maryland 21215

W. Lee Thomas, Pellioner' Attorney 400 Washington Avenue, Suite 314 Address Trauson, Ida. 21208.

sioner of Baltimore County, this 19th day

September 1978 that the subject matter of this petition be advertised, as ulred by the Zosing Law of Battlinere Courty, in two newspapers of general circulation through-stationers County, that property be posted, and that the public bearing be had before the Zosing ministerer of Ballimore County in Boom 106, County Office Building; Towon, Dellinery County, on the ... 27th day of November

RE: PETITION FOR VARIANCES

: BEFORE THE ZONING COMMISSIONER

OF BALTIMORE COUNTY

AMERICAN PROPERTY INVESTORS VII : Case No. 79-121-A

ORDER TO ENTER APPEARANCE

Mr. Commissioner

Pursuant to the authority contained in Section 524.1 of the Baltimore County

Charter, I hereby enter my appearance in this proceeding. You are requested to notify me of any hearing date or dates which may be now or hereafter designated therefore, and of the passage of any preliminary or final Order in connection therewith.

Jet. May Bennes Peter Max Zimmerman Deputy People's Counsel

ichn W. Hessian, III People's Counsel County Office Building Towson, Maryland 21204 494-2188

I HEREBY CERTIFY that on this 3rd day of November, 1978, a copy of the aforegoing Order was mailed to W. Lee Thomas, Esquire, 409 Washington Avenue, Suite 314, Towson, Maryland 21204, Attorney for Petitioner.

John W. Hessian, III

office of planning and 20 TOWSON, MARYLAND 2120 2011 694 2363

George J. Martinak Deputy Zoning Commissioner

November 29, 1978

W. Lee Thomas, Esquire 409 Washington Avenue Towson, Maryland 21204

RE: Petition for Variances NW/corner of East Biddle and 68th Streets - 15th Election District American P. opesty Investors VII -Petitioner Petitioner NO. 79-121-A (Item No. 65)

Dear Mr. Thomas:

I have this date passed my Order in the above referenced matter,

Lill? S. ERIC DI NENNA Zoning Commissioner

SED:nr

cc: John W. Hessian, III, Esquire People's Counsel

EVANS, HAGAN & HOLDEFER, INC.

August 15, 1978

DESCRIPTION OF PROPERTY AT THE NORTHWEST COENER OF 68TH STREPT AND E. BIDDLE STREET TO ACCOMPANY PETITION FOR ZOYING VARIANCES

BEGINNING FOR THE SAME at the corner formed by the intersection of the Northwest side of E. Biddle Street and the Scuthwest side of 68th Street, thence leaving said place of beginning and running and binding on said Northwest side of East Biddle Stree , the 2 following courses and distances, viz: (1) Southwesterly by a line curvian to the right with a radius of 30 feet for a distance of \$2.20 feet, and (2) South 58 degrees 55 minutes 00 seconds West 285.89 feet, thence leaving East Biddle Street and running the 5 following courses and din tances, wiz: (3) North 31 degrees 07 minutes 44 seconds West '25.66 feet (4) North 58 degrees 52 minutes 16 seconds East 36.00 feet (5) North 31 degrees of minutes 44 seconds West 0.33 feet (6) North 38 degrees 35 minutes 28 seconds East 155.01 fee: (7) North 43 degrees 33 minutes OC seconds West C.80 (eet, and (8) North 59 degrees 37 minutes 08 seconds East 67.00 feet to the Southwest side of 68th Street thence running and binding thereon (%) South 40 degrees 46 minutes 57 seconds East 194.76 feet to the place o beginning.

Containing 1.566 acres of land, more or less.

This description has been written for moning purposes only and is not intended to be used for conveyance.

BALTIMORE COUNTY, MARY ND

INTER-OFFICE CORRESPONDENCE

Zoning Commissione Leslie H. Groef FROM Director of Planning

Date November 22, 1978

Baltimore, Maryland 21202

Protestant's Attorney

#65

SUBJECT Petition 779-121-A. Item 65

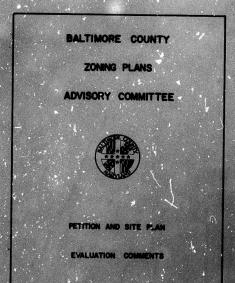
Petition for Viriances for from and side yard setbacks and off-street parking Nothwest corner of East Biddle Street and 68th Street Petitioner – American Property Investors VII

15th District

HEAR!NG: Monday, November 27, 1978 (10:00 A.M.)

There are no comprehensive planning factors requiring comment on this petition.

LHG:JGH:re



W. Lee Thomas, Esquire cc: Evans, Hagan & Holdefer, Inc. 8013 Belair Road 409 Washington Ave Suite 314 Baltimore, Maryland 21236 BALTIMORE COUNTY OFFICE OF PLANNING & ZONING County Office Building 111 W. Chesapeake Ave. Towson, Maryland 21204 Your Position has been received and accepted for filing this 19th day of September \$73978. Nichola B. Commoderi Chairman, Zoning Plans Advisory Committee

BALTI MORE COUNTY ZONING PLANS ADVISORY COMMITTEE

November 14, 1978

Chairman ******

Barees of Engineering Department of Tref.ic Ingineer.no State Soude Commiss Bureau of

ea;th Department Freject F. Anting Building Departmen brard of Discation Ioning Mainterests Industrial Development

W. Lee Tnomas, Esquire 409 Washington Avenue Suite 314 Towson, Maryland 21204

RE: Iten No. 55
Petitioner - Optel Hoiding
Company, Inc.

Dear Mr. Thomas:

The Zoning Plans Advisory Committee has reviewed the plans The Zoning Plans Advisory Committee has reviewed the plans about ited with the above referenced petition and has made an on-site field inspection of the property. The following comments are not intended to indicate the appropriateness of the roming action requested, out to assure that all parties are made aware of plans or problems with regard to the development plans that may have a learning on this case, and the support of the property of the recommendations as to the suitability of the reconsideration for the suitability of the reconsideration as a to the suitability of the

Because I received a site plan satisfying the comments of Current Planning and Development, and made a part of this file, I proceeded to schedule this petition for a hearing date.

This petition is accepted for filing on the date of the enclosed This petition is accepied 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 no-more than 90 days after the date on the filing certificate, will be forwarded to you in the near future.

Very truly yours,

Nulle B Commoder NICHOLAS B. COMMODARI Chairmen

Zoning Plans Advisory Committee

NRC/sf

cc: Evans, Hagan & Holdefer, Inc. 8013 Belair Road Baltimore, Maryland 21236

• •
Pursuant to the advertisement, posting of perperty, and public hearing on the ainsee Petition
and it appearing that by reason of the following finding of facts that strict compliance, with
the Baltimore County Zoning Regulations would rosult in practical difficulty and
unreasonable 52, dehip.upqo.the.Patitioner.
the shows Varian ashould be had; and it further appearing that by reason of the granting of.
the Variances requested not adversely affecting the health, safety, and general
welfare of the community, the Variances to permit a front yard setback of 22,5
fact in lieu of the required 25 feet, a rise yard aetheck of zero feet in lieu of the
resulted 10 feet, and 25 parking spaces in lieu of the required 29 spaces should be planted.
IS ORDERED by the Zoning Commissioner of Baltimore County, this 29.
day at
and should be and the same is GRANTED, from and after the date of this Order
the Department of Public Works and All Miller
the Office of Planning and Zoning.
Pursuant to the advertisement, posting of property and public hearing on the above pc'itios.
and it appearing that by reason of
the above Variance should NOT BE GRANTED.
TT IS ORDERED by the Zoning Commissioner of Baltimore County, this
of 197 that the above Variance be and the same is hereby DENIED.
Zaning Commissioner of Ballimore Count.

79-12-A

December 1, 1979

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

> Re: Item #65 (1978-1979) Item s65 (1978-1979)
> Froperty Owner: Open Holding Company, Inc.
> N/W cor. East Biddin St. a 6865 Rt.
> Extra Description of the Company of the C

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

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 committed in accordance with Baltimore County Standards.

ELLSWORT N. DIVER, P.E. Chief, Bureau of Engineering

END: EAN: PWR: At

J-SE Key Sheet 6 NE 18 Pos. Sheet NE 2 E Topo 96 Tax Map



LESLE H GRAF

October 24, 1978

Mr. S. Eric DiNennn, 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 tallows:

Property, Chemical States (September 2) in Lincolates NVD/C Bett Baldia St. and 68th St. Editing Zenings Nt. 1, -1.05. Editing Zenings Nt. 1, -1.05. Virginated Parish I of the required 25' regarded 2-day Virginates to permit of term surface. At 22 5' in line of the required 75' and a side enthock of 0' in less of the required 75' and a side enthock of 0' in less of the required 75' and a side enthock of 0' in less of the required 75' and a side enthock of 0' in less of the required 75' and a side enthock of 0' in less of the required 75' and a side enthock of 0' in less of 15' and 15

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 assure that all parties are made aware of plans for more profiles with regard to development plans that may have a all parties are made aware of plans are profiles.

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



Mr. S. Brit Di Neron, Justice Commissioner Office of Planning and Doning County Office Building Toward, Maryland 1970,

Comments on Step - Sealth Stellarry and the Naving Property Near: In Location: Stating Josine: Proposed Josine: Toring

The items checked below are and lar a

Fig. A bull-time remain many to re-great cut in the con-

1. Militaria Permitte de la la Do Matidinar shall be upgreated to you use only on a course of

K. Three sets of construction insurance and accommodation for a building permit

Contart Dailding Department of the an

1. 5 Convent.

inile

Cab: erg

October 20, 1978

BEC - September 19, 1978

Oyoul Holding Company, Inc.

N. - ("A")

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 25" and a side setback of 0" in lieu
of the required 25" and a side setback of 0" in lieu
of the require 15" and a side setback of 0" in lieu
of the required 50" and to permit 25 parking spaces
in lieu of the required 50" and to

The requested variance to the front and side setbacks are not compected to cross any train'te problems. The variance to the required parking could cause some parking problems in the area.

Very truly yours, Tueled & Thengin Michael S. Flanigan Engineer Associate II

MSF/bza

EALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

To. Nicholas B. Commodari Zoning Advisory Committee

Date. September 21, 1978

PROM. Rosellen Plant, Industrial
Development Commission

Development Commission

SUBJECT. Hem. No. § 5. Properly Owner: Oprel Holding Company, Inc.
Location: NW/C East Biddle Street & John Street
Existing Conting: M. L.-M.
Proposed Zoning: M. L.-M.
Proposed Zoning: M. L.-M.
Proposed Zoning: M. Let up of the required 25° and side setback
of 0° in Iteu of the required 50° and to permit
25 parking spacer in Iteu of the required 29 spaces.

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

Rosellen J. Plant

SEP 22 764K.

Office of Planning and Zoning Baltimore County Office Building Towson, Maryland 2120

Zoning Adivsory Committee

Le: Property Owner: Location: W. J. Leaf M. Miller Lat.

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. Pire hydrants for the referenced property are required and shall be located at intervals or feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Vorke.

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

() The vehicle dead end condition shown at EXCEEDS the maximum alloyed by the Fire Department.

() i. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operations

(x) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Pire Pro-tection Association Standard No. 101 "Life Safety Code", 1970 Edition prior to occupancy.

() 6. Site plans are approved as drawn.

() 7. The fire Provention Bureau has no comments, at this time.

BINIDAR Special Inspection Division

Blooding Group

Special Inspection Division

Pire Prevention Euresu

Zoning Agenda



Mr. S. Eric Pilennia, Zenting over 1 :1 Office of Planning and Zenting County Office Bullding Descr., Maryland office

Comments of Mer, North Artist are as follows: Property Ower: 1915 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1916 | 1

Prior to me a stable () contact the direction () are view () for such installation(v) but no expense.

the parking steaking steading

ca: W. L. Philips

DID/WiGiphy-

9/12/78

Dete: September 20, 1978

Z.A.C. Weeting of: September 19, 1978

BE - Item No: 65 Property Owner: Oprel Holding Company, Inc. Location: NW/C East Biddle St. & 68th Street M.L.-I.N.

Variance to permit a front setuack 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.

Bear Mr DiNenna

do bearing on student population

Very truly your W hist Peterul W. Nick Petrovich,

MNP/bp

and Grantor agrees not to interfere with any such lawful use. provided, however, that Grantee shall not use same so as to interfore with Grantor's use of Lot 1. It being understood and sereed however, that Grantse, its successors and assisms, shall have the right to park automobiles in the area designated spaces 1, 2, 12, 13 and la on Exhibit C. So long as Grantee shall use said use in come area, the cost of real estate taxes, maintenance and repair of the said use in cormon area shall be borne equally by Granton and Granton 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 easemen shall continue so long as the building on Lot 2 stands as it presently exists or as it may be reconstructed or restored. It the existing bu. Iding on Lot 2 shall not stand thereon and shall not be so reconstructed or restored, the essenants with respect to the said use in common areas shall thereupon terminate and be of no further force or effect.

Motwithstanding 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 berein conveyed.

Notwithstanding anything to the contrary berein 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

- 4 -

THIS DEED is made this . 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 "Crantee").

WITHESSETH, 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 Peliable 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 Bultimore County, Maryland in Liber 5853, Page 462, the said Grantor Anes hereby grant and convey unto the said Grantee, its successors and assigns, in fee simple, all of that certain lot of ground situate 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 well, 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 scaffic and to the repair. maintenance and replacement, if necessary, of the underground gasoline storage tanks located within the aforesaid easement area. Granton 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 Granton 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 sutomobiles parking in said spaces shall be repaired at the sole lost and expense of Grantee.

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

After either party pereto 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 limbilities and obligations that theretofore accrue here-

. . .

of the repair or rebuilding then be using said well, in proportion to the respective number of lineal feet of each party's use of raid well. 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 wa 1 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 Plet of Subdivision, and shall be of the same or equal material as the existing well, 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 much 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 nonexclusive, perpetual easement to use in common with Grantee, its successors and assigns, the area cescribed on Exhibit D attached hereto and rade a part baceof, for the purpose of ingress and egress, toading and unloading, and any other lawful use which Grantor may

- 2 -

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 a: (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 ell 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 ensecs, its and their successors and assigns, and their invitees and licensees, an pasement 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 Granton and Granton, except any damage caused by only one party shall be repaired at the sole expense of

(b) Grantee, its successors and assigns, shall not interfere with the ingress and egress to Lot 1 i., unloading any railroad cars and therefore covenants and agrees to unload in a parallel position, since perpendicular inloading 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. Aand Grantee agrees not to interfere with any such lawful use, it being understood and agreed, rer, that Grantee, its successors and assigns, shall have the right to park automobiles in the area designated spaces "3 through 12° 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 automo biles 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 Jamage 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 at 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, ics invitees and licensee its successors and assigns, and their invitees and licensees, nonexclusive, 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 Let 1 as shown on the aforesaid Plat of Subdivision, for the purpose of ingress and egress, loading and inloading, and any other lawful use which Grantee may desire in conjunction with use of Lot 2 on the aforesaid Plat of Subdivision,

. 3 -

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 unressonably withheld, in order to enable Grantee to unload all cars directly into its trucks without the trucks interfering with the ingress and sares to Lot 1.

The aforesaid covenants and easements shall run with both percels of land as described on the aforesaid Fiat of Subdivision unti terminated in accordance herewith.

Except only as expressly otherwise provided in this Agreemen 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, invitoes, licensees, successors and assigns. The parties heret: shall comply with all reasonable requirements of first institutional mortgagees of the subject property. This Agreement shall bind and inute 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 convoyed; 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 Seventh Properties Kanage at Corp , General Partner

(Signatures continued on next page

MAR 1 4 1979

WITHESS:		UNITED PROD	UCTS DISTRIBUTO	MS, INC.
		Вут		(SEA
STATE OF		OF	, TO WITI	
1 10	EREBY CERTIFY,	, that on this	day of	
1978, before s	me, the subsci	riber, a Motery 1	public for the f	State
and afo	oresaid, perso	onally appeared		
Vice President	t of Seventh i	Properties Manage	ment Corp., Ger	neral
Partner of Ame	erican Proper	ty Investors VII	a limited part	tnership,
and that he.	es such Vice I	President, being	authorised so	to do,
		trument for the		
		OF, I hereunto s		
Seal.	ALIMEDO MUENE	DE, I HETGUICO S	ic by hand one	
5441.				
My Commission	expires:	Notary Pub	lic	
STATE OF		OF	, TO WIT:	
IH	EREBY CERTIFY	, that on this	day of	
1978, before	me, the subsc:	riber, a Notary	Public for the	State
and .	foresaid, per	sonally appeared		
Presi	dent of United	d Products Distr	ibutors, Inc.,	a Maryland
		as such Pre		
		ing instrument f		
contained.				
4.0	MITWESS WHERE	OF. I hereunto s	et my hand and I	Notarial
Seal.	WITNESS WHERE	OF, I hereunto s	et my hand and !	Notarial

evanr, hagán a holdefer, mic.

My Commission expires:

SURVEYORS AND CIVIL ENGINEERS

Notary Public

EXHIBIT D

in Baltimore County, Maryland, being known as Lot No. 2 as shown on the Subdivision Flan recorded among the Land Records of Baltimore County, Maryland in Plat Book 42 at folio 113.

EXHIBIT A



AGAN & HOLDEFER, INC.

SURVEYORS AND CIVIL ENGINEERS SURVETONS AND CIVIL ENGINEERS 8013 BELAIT RODA / BATHORE MD 21736 339 ROPLAR STREET / CAMBRIDGE MD 25613 111 JOHN STREET : WESTWINSTER MD 21157 11 S WASHINGTON STREET EASTON MD 21801

May 30, 1978

DESCRIPTION OF AREA OF EXCLUSIVE USACE -A-ERICAN PROPERTY INVESTORS VII PROPERTY LIST ELECTION DISTRICT, BALTIMORE COUNTY, MARYLAND

SECTIONS FOR THE SAME at a point distant North 58 wegreer 57 rinutes 16 seconds Rest 18.15 fe i presured from a point situated in the 6th line of the land which by deed dated Dec. ary 31, 1976 and recorded among the land records of Balt. more County in liber E.M.R., Ju No. 5419 folio 917, was conveyed by Frank Componstion to Reliable Stones Componstion, said point in the 6th line being distant 225.6; feet measured along seld 6th line from the North side of Dast Biddle Street, 75 feet wide, said place of Deginning also being in line with the Southeast face of the Southeast wall of an existing unflding there situate, thence leaving place of beginning and running to and in part binding or the Southeast face of the Southeast wall of the aforesed building, in all, referring all the courses of this description to the Grid Deridian as established by the Baltimore County Metropolitism District.

(1) Nort . 59 degrees filminutes 16 seconds East 74.50 feet to the South est face of the Southwest wall of an addition to the aforesaid building, thence running and binding of the Southwest face of soid building edition, (I) South 31 degrees 07 turbics 44 seconds East 11 feet, thence leaving said Southwest face of said building addition and turning and binding a an existing fance there situate, the 2 following courses and distances, vict. (2) fouth \$6 degrees 41 minutes 1; seconds West 73.90 feet to a corner on send faces and (2) North 20 degrees 15 - mates 17 seconds West 109 00 feet to the place of beginning.

Containing 0.157 were of land, more or less

(a, in them; et (); , cuest, ... He'en (); G((RC) / HO. C((R P)) J.E. Ma (T) ();

EXHIBIT P

C 1100 DEL 100 101700

MIST WINSTER

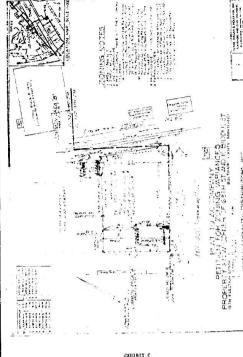
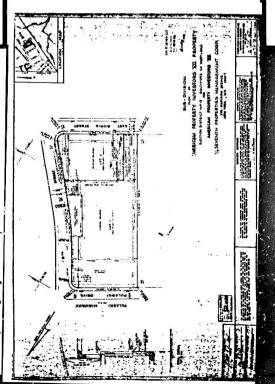


EXHIBIT C



CERTIFICATE OF POSING ZONING DEPARTMENT OF BALTIMORE COUNTY 79-121- A

District	Date of Posting LL/4-2
Posted for Cascanic	
Petitioner: 475 muser frank to	merciles II
	123 Bully St 168th 8t
Loration of Signat Contra of East	3. Lal st 1 65 % &1
Remarks:	
Posted by 2422 Late 2020	Date of return: 14LZ
No.	of Signs

TOWSON MD 21204 Person to a

THIS IS TO CERTIFY, that the annexed advertisement of federar for the control of the control of the certify that the same of the certify was inserted in the following

- Catonsville Times

 Dundalk Times
- 2) Essex Times
- ☐ Towson Limes ☐ Arbutus Limes ☐ Community Limes
- ☐ Suburban Timer East
- ☐ Suburban Lines West

weekly newspapers published in Baltimore. County, Maryland, once a week lot. Str. Successive weeks before the fall of the same and the successive weeks before the successive weeks were t was inserted in the issues of the first

STROMBERG PUBLICATIONS ISC

BY 6 . 1/2 1-1-10-1

PETITION MAPPING PROGRESS SHEET Wall Map Original FUNCTION Descriptions checked and outline plotted on map Pention number added to Degreed Granted by ZC, BA, CC, CA Reviewed by: Change in outline or description.

SCELLA LEOUS CASH REC	CEIPT
Mon . 27, 1978	ACCOUNT 01-662
	AMOUNT \$61.14
W. Lee Thomas	, Esquire
	g and Posting Case No. 79-121-A
Cost of Advertising	
Cost of Advertising	

BALITHORE COUNTY OFFICE OF PLANNING AND ZONING

County Office Building 111 W. Chesapeake Syenue Towson, Maryland 2)204

Petitioner's Actorney // C -- Reviewed here//

* This is not to be interpreted as acceptance of the Petition for assignment of a hearing date.

BALTIMORE COUNTY, I DEFICE OF FINANTE REVE MISCELLANEOUS CASH	NUE DIVISION		No.	76110
Mare Sovesber 1, 19	978 Account	01-662		
	MOUNT	\$25.00		
HON THOM				
on Filing Fee for	Case No. 79-	121-A		-
	Case No. 79-	-121 -A		r _ HS



CERTIFICATE OF PUBLICATION

TOWSON, MD. CIVERIAL 14 ... THIS IS TO CERTIFY that the samened advertisement was published in THE JEFFERSONIAN a weekly newspaper printed and published in Towson Bahimore County Md., once in each 19 23 the APSI publication appearing on the 7.0 day of layester.

THE SEFERSONIAN

Cost of Advertisement \$

