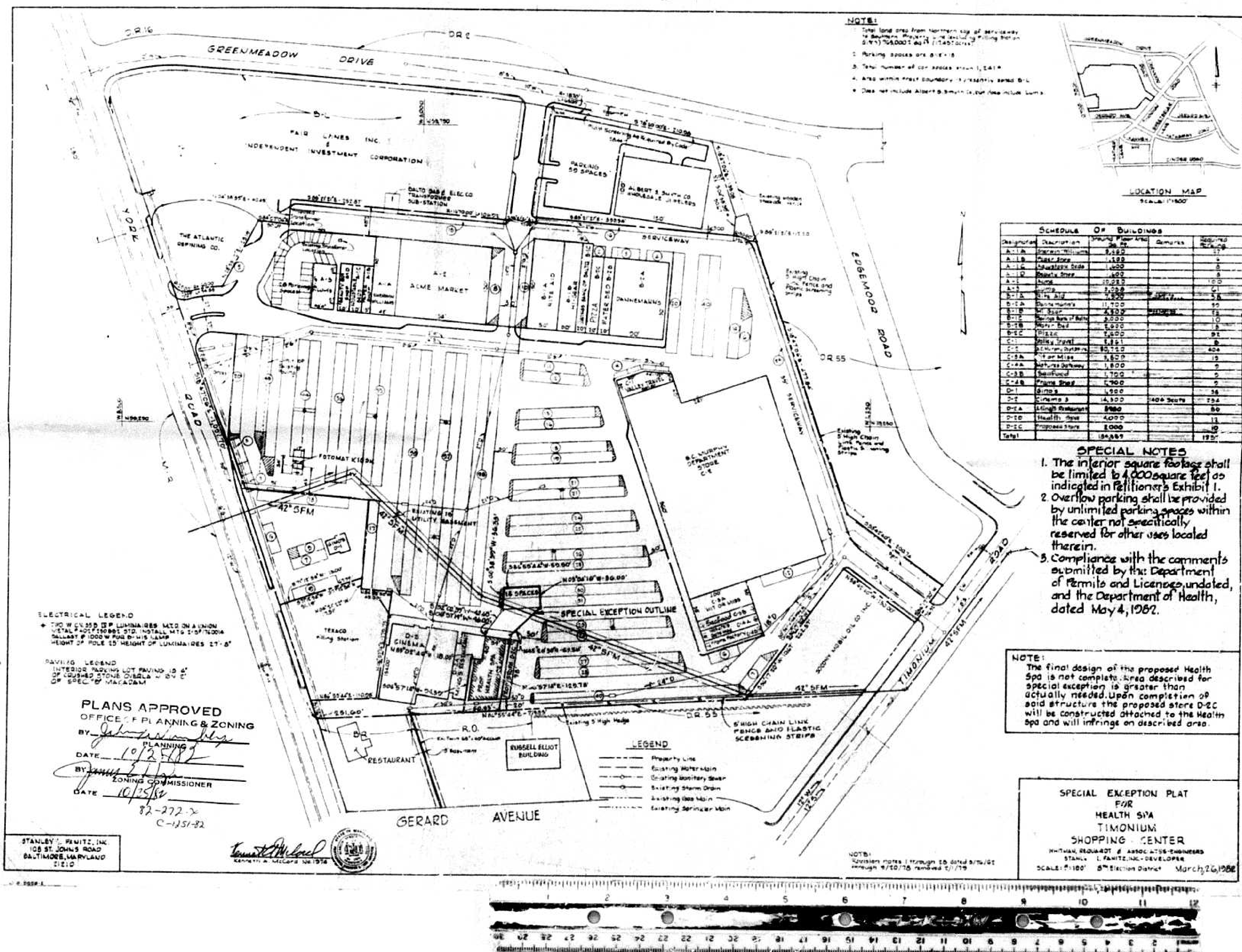




- NOTES:**
- 1. Total land area from northern edge of serviceway to southern property line including filling station 5.741764,000 sq ft (134,572 sq ft).
 - 2. Parking spaces are 512 x 18.
 - 3. Total number of car spaces shown 1,241.
 - 4. Area within front boundary is presently zoned B-1.
 - 5. Does not include Albert S. Smith Co. but does include Luma.



SCHEDULE OF BUILDINGS				
Designation	Description	Ground Floor Area	Remarks	Required Parking
A-1A	Garage/Storage	2,122		11
A-1B	Garage/Storage	1,122		5
A-1C	Garage/Storage	1,000		5
A-1D	Garage/Storage	1,000		5
A-1E	Garage/Storage	1,000		5
A-1F	Garage/Storage	1,000		5
B-1A	Auto Wash	2,000		10
B-1B	Auto Wash	2,000		10
B-1C	Auto Wash	2,000		10
B-1D	Auto Wash	2,000		10
B-1E	Auto Wash	2,000		10
B-1F	Auto Wash	2,000		10
C-1	Auto Wash	2,000		10
C-2	Auto Wash	2,000		10
C-3	Auto Wash	2,000		10
C-4	Auto Wash	2,000		10
C-5	Auto Wash	2,000		10
C-6	Auto Wash	2,000		10
C-7	Auto Wash	2,000		10
C-8	Auto Wash	2,000		10
C-9	Auto Wash	2,000		10
C-10	Auto Wash	2,000		10
C-11	Auto Wash	2,000		10
C-12	Auto Wash	2,000		10
C-13	Auto Wash	2,000		10
C-14	Auto Wash	2,000		10
C-15	Auto Wash	2,000		10
C-16	Auto Wash	2,000		10
C-17	Auto Wash	2,000		10
C-18	Auto Wash	2,000		10
C-19	Auto Wash	2,000		10
C-20	Auto Wash	2,000		10
C-21	Auto Wash	2,000		10
C-22	Auto Wash	2,000		10
C-23	Auto Wash	2,000		10
C-24	Auto Wash	2,000		10
C-25	Auto Wash	2,000		10
C-26	Auto Wash	2,000		10
C-27	Auto Wash	2,000		10
C-28	Auto Wash	2,000		10
C-29	Auto Wash	2,000		10
C-30	Auto Wash	2,000		10
C-31	Auto Wash	2,000		10
C-32	Auto Wash	2,000		10
C-33	Auto Wash	2,000		10
C-34	Auto Wash	2,000		10
C-35	Auto Wash	2,000		10
C-36	Auto Wash	2,000		10
C-37	Auto Wash	2,000		10
C-38	Auto Wash	2,000		10
C-39	Auto Wash	2,000		10
C-40	Auto Wash	2,000		10
C-41	Auto Wash	2,000		10
C-42	Auto Wash	2,000		10
C-43	Auto Wash	2,000		10
C-44	Auto Wash	2,000		10
C-45	Auto Wash	2,000		10
C-46	Auto Wash	2,000		10
C-47	Auto Wash	2,000		10
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C-49	Auto Wash	2,000		10
C-50	Auto Wash	2,000		10
C-51	Auto Wash	2,000		10
C-52	Auto Wash	2,000		10
C-53	Auto Wash	2,000		10
C-54	Auto Wash	2,000		10
C-55	Auto Wash	2,000		10
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C-62	Auto Wash	2,000		10
C-63	Auto Wash	2,000		10
C-64	Auto Wash	2,000		10
C-65	Auto Wash	2,000		10
C-66	Auto Wash	2,000		10
C-67	Auto Wash	2,000		10
C-68	Auto Wash	2,000		10
C-69	Auto Wash	2,000		10
C-70	Auto Wash	2,000		10
C-71	Auto Wash	2,000		10
C-72	Auto Wash	2,000		10
C-73	Auto Wash	2,000		10
C-74	Auto Wash	2,000		10
C-75	Auto Wash	2,000		10
C-76	Auto Wash	2,000		10
C-77	Auto Wash	2,000		10
C-78	Auto Wash	2,000		10
C-79	Auto Wash	2,000		10
C-80	Auto Wash	2,000		10
C-81	Auto Wash	2,000		10
C-82	Auto Wash	2,000		10
C-83	Auto Wash	2,000		10
C-84	Auto Wash	2,000		10
C-85	Auto Wash	2,000		10
C-86	Auto Wash	2,000		10
C-87	Auto Wash	2,000		10
C-88	Auto Wash	2,000		10
C-89	Auto Wash	2,000		10
C-90	Auto Wash	2,000		10
C-91	Auto Wash	2,000		10
C-92	Auto Wash	2,000		10
C-93	Auto Wash	2,000		10
C-94	Auto Wash	2,000		10
C-95	Auto Wash	2,000		10
C-96	Auto Wash	2,000		10
C-97	Auto Wash	2,000		10
C-98	Auto Wash	2,000		10
C-99	Auto Wash	2,000		10
C-100	Auto Wash	2,000		10

- SPECIAL NOTES**
1. The inferior square footage shall be limited to 4,000 square feet as indicated in Petitioner's Exhibit 1.
 2. Overflow parking shall be provided by unlimited parking spaces within the center not specifically reserved for other uses located therein.
 3. Compliance with the comments submitted by the Department of Permits and Licenses, undated, and the Department of Health, dated May 4, 1982.

NOTE:
The final design of the proposed Health Spa is not complete. Area described for special exception is greater than actually needed. Upon completion of said structure the proposed store D-2C will be constructed attached to the Health Spa and will infringe on described area.

ELECTRICAL LEGEND
+ TWO (2) W 1/2" 350 W P LUMINAIRES MTD ON A UNION METAL POST 150001 STD. INSTALL MTD 1" OF 1/2" DIA. BALLAST P 1000 W P 1/2" DIA. LAMP HEIGHT OF POLE IS HEIGHT OF LUMINAIRES 27'-6"

PAVING LEGEND
INTERIOR PARKING LOT PAVING IS 6" OF CRUSHED STONE OVER 4" 8" DIA. OF SPEC. OF MACADAM

PLANS APPROVED
OFFICE OF PLANNING & ZONING
BY *John J. [Signature]*
DATE 10/25/82
BY *James E. [Signature]*
ZONING COMMISSIONER
DATE 10/25/82
82-272-X
C-1251-82

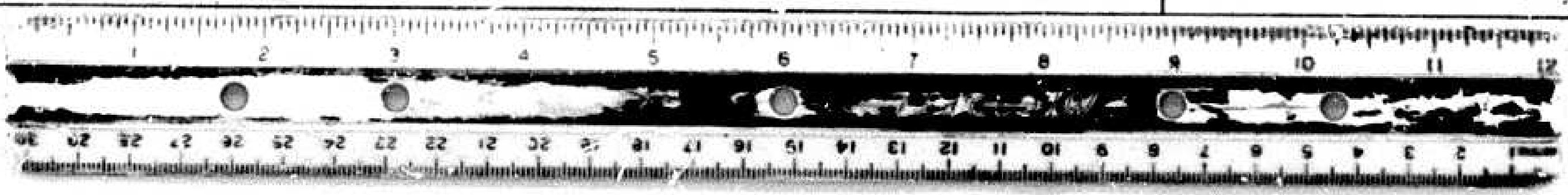
STANLEY L. FRUITZ, INC.
108 ST. JOHN'S ROAD
BALTIMORE, MARYLAND
21202

Kenneth A. McCord
KENNETH A. MCCORD, JR. 1978

LEGEND
--- Property Line
--- Existing Water Main
--- Existing Sanitary Sewer
--- Existing Storm Drain
--- Existing Gas Main
--- Existing Springer Main

NOTES:
Revisions: Notes 1 through 10 dated 8/10/82 through 8/10/82 removed 2/1/79

SPECIAL EXCEPTION PLAT FOR HEALTH SPA TIMONIUM SHOPPING CENTER
NATHAN REYNOLD & ASSOCIATES-ENGINEERS
STANLEY L. FRUITZ, INC.-DEVELOPER
SCALE: 1"=100' 5th Election District March 26, 1982



PETITION FOR SPECIAL EXCEPTION

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Exception under the Zoning Law and Zoning Regulations of Baltimore County, to use the herein described property for a community building devoted to civic, social or recreation activities; specifically, an exercise and health spa, including, without limitation, exercise rooms, saunas and whirlpools.

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

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

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

Contract Purchaser: _____ Legal Owner(s): _____
 (Type or Print Name) Stanley I. Panitz, Inc.
 Signature: _____ By: M. Peter Moser
 Address: _____ Signature: _____
 City and State: _____ (Type or Print Name)
 Agency for Petitioner: _____
 Gail M. Stern, Esquire 108 St. Johns Road 433-7888
 (Type or Print Name) Address Phone No.
 Hopkins Plaza Baltimore, Maryland 21210
 200 Mercantile Bank & Trust Bldg. Name, address and phone number of legal owner, contact purchaser or representative to be contacted
 Baltimore, Maryland 21201 Stanley I. Panitz
 Name
 Address 108 St. Johns Rd. 21210 433-7888
 Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 20th day of April, 1982, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 15th day of June, 1982, at 1:30 o'clock P.M.

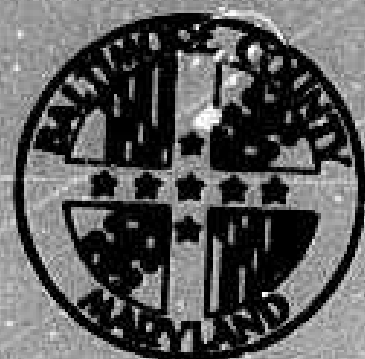
[Signature]
 Zoning Commissioner of Baltimore County.

ZCO-No 1 (over)

BALTIMORE COUNTY

ZONING PLANS

ADVISORY COMMITTEE



PETITION AND SITE PLAN

EVALUATION COMMENTS

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

June 7, 1982

COUNTY OFFICE BLDG.
 111 N. Chesapeake Ave.
 Towson, Maryland 21204

Chairman
 Nicholas B. Commodari

MEMBERS
 Bureau of Engineering
 Department of Traffic Engineering
 State Roads Commission
 Bureau of Fire Prevention
 Health Department
 Project Planning
 Building Department
 Board of Education
 Zoning Administration
 Industrial Development

Gail M. Stern, Esquire
 2 Hopkins Plaza
 1300 Mercantile Bank & Trust Bldg.
 Baltimore, Maryland 21201

RE: Item No. 196
 Petitioner - Stanley I. Panitz, Inc.
 Special Exception Petition

Dear Mr. Stern:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

In view of your client's proposal to construct an addition to the southerly part of the existing shopping center and locate a health spa there, this hearing is required.

Particular attention should be afforded to the comments of the Department of Permits and Licenses. If additional information or explanation is needed, you may contact Mr. Charles Burnham at 494-3987.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,

[Signature]
 NICHOLAS B. COMMODARI, Chairman
 Zoning Plans Advisory Committee

Enclosures
 cc: Mr. Stanley I. Panitz
 108 St. Johns Road
 Baltimore, Md. 21210



HARRY J. PISTEL, P.E.
 DIRECTOR

May 19, 1982

Mr. William E. Hammond
 Zoning Commissioner
 County Office Building
 Towson, Maryland 21204

Re: Item #196 (1981 - 1982)
 Property Owner: Stanley I. Panitz, Inc.
 E/S York Rd. 1097.70' S. of Greenmeadow Dr.,
 251.60' E. of York Rd.
 Acres: 11.676 District: 8th

Dear Mr. Hammond:

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.

General:

The comments supplied in conjunction with the Zoning Advisory Committee review of contiguous sites within the Ticonium Shopping Center, in connection with Item 56 (1975-1976) and Item 106 (1971-1972) are referred to for your consideration.

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 is, therefore, necessary for all grading, including the stripping of top soil.

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.

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review for this Item 196 (1981-1982).

Very truly yours,

[Signature]
 ROBERT A. MORTON, P.E., Chief
 Bureau of Public Services

RAM:EAM:FWR:ss

cc: Jack Wimbley

S-NE Key Sheet 53 NW 2 Pos. Sheet
 NW 14 A Topo 60 Tax Map



BALTIMORE COUNTY
 DEPARTMENT OF TRAFFIC ENGINEERING
 TOWSON, MARYLAND 21204
 494-3550

STEPHEN E. COLLINS
 DIRECTOR

May 10, 1982

Mr. William Hammond
 Zoning Commissioner
 County Office Building
 Towson, Maryland 21204

RE: ZAC Meeting of April 6, 1982

Dear Mr. Hammond:

The Department of Traffic Engineering has no comments for items number 191, 193, 195, 196, 197 and 198.

Very truly yours,

[Signature]
 C. Richard Moore
 Assistant Traffic Engineer
 Planning & Design

CRM/bza

cc - Mr. Jack Wimbley
 Current Planning



BALTIMORE COUNTY
 DEPARTMENT OF HEALTH
 TOWSON, MARYLAND 21204

DONALD J. ROOP, M.D., MPH
 DEPUTY STATE & COUNTY HEALTH OFFICER

May 4, 1982

Mr. William E. Hammond, Zoning Commissioner
 Office of Planning and Zoning
 County Office Building
 Towson, Maryland 21204

Dear Mr. Hammond:

Comments on Item 196, Zoning Advisory Committee Meeting of April 6, 1982, are as follows:

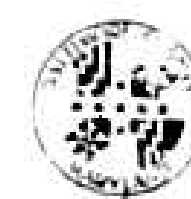
Property Owner: Stanley I. Panitz, Inc.
 Location: E/S York Road 1097.70' S. of Greenmeadow Drive 251.60' E. of York Road
 Existing Zoning: B.L.
 Proposed Zoning: Special Exception for a community building devoted to recreational activities, specifically and exercise and health spa, including, without limitation, exercise rooms, saunas and whirlpools.
 Acres: 11.676
 District: 8th

Metropolitan water and sewer exist. Prior to any new construction or substantial alteration of a public swimming pool, sauna, or whirlpool, two copies of plans and specifications must be submitted to the Baltimore County Department of Health for review and approval. For more complete information contact the Recreational Hygiene section, Division of Environmental Support Services at 494-2762.

Very truly yours,

[Signature]
 Ian J. Forrest, Director
 BUREAU OF ENVIRONMENTAL SERVICES

IJF/als



BALTIMORE COUNTY
 FIRE DEPARTMENT
 TOWSON, MARYLAND 21204
 625-7010

PAUL H. REINCKE
 CHIEF

April 26, 1982

Mr. William Hammond
 Zoning Commissioner
 Office of Planning and Zoning
 Baltimore County Office Building
 Towson, Maryland 21204

Attention: Nick Commodari, Chairman
 Zoning Plans Advisory Committee

RE: Property Owner: Stanley I. Panitz, Inc.

Location: E/S York Road 1097.70' S. of Greenmeadow Drive 251.60' E. of York Road

Item No.: 196

Zoning Agenda: Meeting of April 6, 1982

Gentlemen:

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 or _____ 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 operation.

(X) 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 "Fire Safety Code", 1976 Edition prior to occupancy.

() 6. Site plans are approved, as drawn.

() 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWED BY: *[Signature]* Noted and Approved: *[Signature]*
 Planning Group Fire Prevention Bureau
 Special Inspection Division

JK/mf/cm



Maryland Department of Transportation
 State Highway Administration

Lowell K. Bridwell
 Secretary
 M. S. Coltrider
 Administrator

April 7, 1982

Mr. William Hammond
 Zoning Commissioner
 County Office Bldg.
 Towson, Md. 21204

Attention: Mr. N. Commodari

Re: ZAC Meeting of April 6, 1982
 ITEM: #196
 Property Owner: Stanley I. Panitz, Inc.
 Location: E/S York Road
 Route 45, 1097.70' S. of
 Greenmeadow Drive 251.60'
 E. of York Road
 Existing Zoning: B.L.
 Proposed Zoning: Special
 Exception for a community
 building devoted to recreational activities, specifically and exercise and health spa, including, without limitation, exercise rooms, saunas and whirlpools.
 Acres: 11.676
 District: 8th

Dear Mr. Hammond:

On review of the site plan of March 26, 1982 and field inspection, the State Highway Administration finds the plan generally acceptable.

Very truly yours,

Charles Lee, Chief
 Bureau of Engineering
 Access Permits

By: George Wittman

CL:GW:maw

made. Notwithstanding the above, the total extension period for delays shall in no event extend the date for substantial completion beyond June 30, 1984, unless the reason for the delay is caused by Tenant's failure to comply with its obligation hereunder.

E. Tenant's occupancy or use of the Premises shall constitute acceptance of said Premises by it and an acknowledgment by it that such Premises are in satisfactory condition, and that Landlord has made no express or implied warranty, representation or covenant with respect thereto except as specifically set forth in this Lease.

F. If the Commencement Date is not on the first day of a calendar month, rent for the period between the Commencement Date and the first day of the following month shall be apportioned at the rate hereinbelow provided and shall be due and payable on the Commencement Date.

THREE: RENT

A. Tenant agrees to pay to Landlord fixed guaranteed minimum annual rent, (i) during the first five (5) lease years of the term of this Lease the sum of Forty Thousand and 00/100 Dollars (\$40,000.00) per annum, payable in equal monthly installments of Three Thousand Three Hundred Thirty-Three and 34/100 Dollars (\$3,333.34); and (ii) during the second five (5) lease years of the initial term of this Lease the sum of Fifty-Six Thousand and 00/100 Dollars (\$56,000.00) per annum, payable in equal monthly installments of Four Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$4,666.67).

B. All rents are payable in advance, without notice, demand, set-off or deduction of any kind, upon the first day of each calendar month of the tenancy at the office of the Landlord, or such other place as the Landlord may from time to time designate, and at the expiration of the term Tenant will peacefully yield up to the Landlord said premises in good order and repair, and broom clean. In the event Tenant shall fail to pay the minimum rental by the tenth day of the month, a late charge of One Hundred Dollars (\$100) shall be immediately due and payable, plus interest on the unpaid rental from the tenth day of the month until the rental is paid at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum interest rate allowed by law.

C. Landlord hereby acknowledges receipt from Tenant of the sum of Six Thousand Three Hundred Thirty-Three and 34/100 Dollars (\$6,333.34), of which Three Thousand Three Hundred Thirty-Three and 34/100 Dollars (\$3,333.34) shall constitute payment by Tenant of the minimum rental due hereunder for the first full month of the term with the balance thereof in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) representing a Security Deposit. Landlord shall have the right to apply said sum to cure any breach by Tenant of its undertakings hereunder, and Landlord shall be entitled upon any such application of said sum or any portion thereof to require Tenant immediately to restore the full amount of same. Landlord shall be entitled to the full use of said sum and shall not be required to escrow or otherwise segregate the same. Any portion of the Security Deposit which may remain at the end of the Lease term and all renewals, shall be returned to Tenant.

D. The first rental year of this Lease shall commence on the first (1st) day of the term and shall end at the close

- 3 -

Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

C. Tenant agrees as follows:

(1) All loading and unloading of goods shall be done through the rear entrance so long as it is reasonably usable by Tenant's trucks and racks.

(2) The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at times and places reasonably specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at a reasonable cost to Tenant.

(4) No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

(5) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of the Landlord.

(6) Tenant shall keep the Premises at a normal temperature during business hours and at temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(7) The sidewalk areas immediately adjacent to and adjoining the Premises shall be kept clean and free from snow, ice, dirt and rubbish by the Tenant to the satisfaction of the Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas, and in the event of any violation of this covenant, Landlord may, at its option, correct such violation and charge the Tenant for the cost thereof.

(8) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord.

(9) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage (whether the same occurs on or off the Premises) resulting from a violation of this provision in writing by a licensed plumber shall be borne by Tenant, who shall, or whose employees, agents, or invitees shall have caused it.

(10) Tenant agrees to keep the Premises free and clear of any vermin or other pests and where necessary, or where

- 7 -

of the twelfth (12th) full calendar month of the term; thereafter, each rental year shall consist of periods of twelve (12) full calendar months commencing with each anniversary of the first (1st) day of the first (1st) full calendar month of the term and any renewal term.

E. All rentals payable and all statements deliverable by Tenant to Landlord under this Lease shall be paid and delivered to the office of Landlord as herein set forth for notices, or any other address which Landlord may hereafter designate in writing to Tenant.

FOUR: DELETED.FIVE: CONDUCT OF BUSINESS BY TENANT:

A. Tenant shall use the Leased Premises solely for the purpose of conducting the business of a women's health spa which may include, without limitation, aerobic dance classes, exercise rooms, saunas and whirlpools.

B. Tenant shall conduct continuously in the Leased Premises the business above stated during the hours that a majority of the other tenants in the shopping center are open. Tenant will not use or permit, or suffer the use of, the Leased Premises for any other business or purpose without the prior written consent of Landlord.

C. Tenant will conduct business on the Premises only in the name of SPA LADY, and under no other name or trade name unless and until the use of some other name is approved in writing by Landlord.

SIX: PARKING AND COMMON USE AREAS AND FACILITIES:

A. All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord, if any, in or near the Shopping Center, including employee parking areas, the truck way or ways, loading docks, package pickup stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first aid stations, comfort stations and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, agents, employees, and customers, shall be maintained by Landlord and shall at all times be subject to the exclusive control and management of Landlord and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Section. Landlord shall have the right (but not the obligation) to do one or more or all of the following: to construct, maintain and operate lighting facilities on all said areas and improvements, to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by Tenants; to close all or any portion of said areas or facilities to such extent as may, in the opinion of counsel of Landlord be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion

- 4 -

reasonably requested by Landlord, Tenant agrees, at its expense, to use a reputable pest extermination contractor.

(11) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

(12) Tenant will not overload the electrical wiring and will not install any additional electrical wiring or plumbing unless it has first obtained Landlord's written consent thereto, and if such consent is given, Tenant will install them at its own cost and expense.

Landlord reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt and promulgate reasonable additional rules and regulations applicable to the Leased Premises. Notice of such rules and regulations amendments and supplements thereto, if any, shall be given to the Tenant. Tenant agrees to comply with all such reasonable rules and regulations upon notice to Tenant from Landlord.

D. If Tenant should default in the performance of any of its obligations hereunder, Landlord shall be entitled (but shall not be obligated) in addition to any other rights it may have in law or equity, and after written notice to Tenant except in the case of emergency, to cure such default, and Tenant shall reimburse Landlord for any sums paid or costs incurred by Landlord in curing such default, plus interest thereon at the rate of eighteen percent (18%) per annum, which sums, costs and interest shall be deemed to be additional rent hereunder and shall be payable by Tenant upon demand by Landlord.

TEN: ALTERATIONS:

Tenant shall not paint or decorate, or make any alterations, additions or improvements to the Premises, or any part thereof, without Landlord's prior consent in each instance first had and obtained, and provided, however, that Tenant may make minor interior changes to the Premises (including painting and decorating) which do not impair the structural strength of the Premises or in Landlord's reasonable opinion do not reduce the value of the Premises. Any alterations, additions or improvements made by Tenant shall immediately become the property of Landlord (excluding Tenant's trade fixtures which shall remain the property of Tenant) and shall remain upon the Premises or Landlord, at its election, may require Tenant to remove same and restore the Premises to their original condition, in which event Tenant shall comply with such requirement prior to the expiration or other termination of this Lease. Tenant shall not cut or drill into or secure any fixtures, apparatus or equipment of any kind in or to any part of the Premises without first obtaining Landlord's written consent. Tenant shall cause to be removed within five (5) days after notice thereof any lien, including any mechanic's lien asserted against work performed upon the Premises.

ELEVEN: SIGNS AND OUTSIDE DISPLAYS:

Tenant shall not display any sign, picture, advertisement, awning, canopy, merchandise, or notice on the outside of

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of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Landlord will operate and maintain the common facilities referred to above in such manner as Landlord, in its sole discretion, shall determine from time to time. However, Landlord agrees to keep the parking lot and common areas lighted until 10:30 P.M. seven (7) days a week. Landlord further agrees to make any necessary repairs to the common areas and to arrange for the removal of snow, ice and refuse therefrom. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the property operation and maintenance of the common areas and facilities. Tenant's employees shall be permitted to park on the parking lot.

B. Tenant will pay to Landlord, in addition to the rent specified in Section THREE hereof, as further additional rent, an annual sum at the rate of thirty-two cents (\$0.32) per square foot of all floor space in the Leased Premises during the term of this Lease, as Tenant's share of the cost of operating and maintaining the parking and other common areas of the Shopping Center. Such payments shall be made annually in advance on the first (1st) day of each lease year at the rate of One Thousand Two Hundred Eighty and 00/100 Dollars (\$1,280.00) per annum. At the beginning of the sixth lease year, Tenant's common area maintenance contribution provided herein shall be adjusted to the "Consumer Price Index" (as hereinafter defined). Such adjustment shall be accomplished by multiplying the common area maintenance contribution then in effect by a fraction, the numerator of which shall be such Consumer Price Index as of the most recent date prior to the date of such adjustment and the denominator of which shall be such Consumer Price Index as of the date nearest to the beginning of the term of the Lease (but in no event shall the common area maintenance contribution be reduced as a result of any such adjustment below the common area maintenance contribution then in effect), and the common area maintenance contribution thereby established shall continue in effect as the common area maintenance contribution for the remainder of the term. The "Consumer Price Index" is hereby defined to be the Index for the Baltimore, Metropolitan Area, "All Urban Consumers (1967=100) all items"; and if such index shall be discontinued, then any successor consumer price index of the United States Bureau of Labor Statistics, or any successor agency thereto, for the Baltimore Metropolitan Area shall be used. Landlord shall, at no time, and under no circumstances, be liable to Tenant, its customers, employees, agents, invitees, or officers for any damage resulting from the use thereof by Tenant, its customers, employees, agents, invitees, or officers.

SEVEN: SUBORDINATION, OFFSET STATEMENT, ATTORNMENT:

A. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the Leased Premises are a part or upon any buildings hereafter placed upon the land of which the Leased

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the building of which the Leased Premises are a part, nor on the outside or inside of the Premises herein leased, except as shall be approved by Landlord. The Tenant shall not display any merchandise or showcases or other obstructions on the outside of the building, or the Leased Premises, or in any lobby or passageway adjoining the same which shall extend beyond the border line of the Leased Premises. All interior signs shall be professionally designed, installed and maintained in accordance with the plans and specifications approved by Landlord.

TWELVE: UTILITIES:

Tenant shall be solely responsible for and promptly pay all charges for heat, air conditioning, water, gas, electricity, telephone, sewer rentals, sewer and water benefit charges, or any other utility used or consumed in the Leased Premises. Should Landlord elect to supply the water, gas, heat, electricity or any other utility used or consumed in the Leased Premises, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Landlord with the proper regulatory authority. Landlord agrees that during the term of the Lease or any extensions thereof, the Leased Premises shall at all times be connected to the electric, water and sewer servicing the area wherein the Premises is located. Landlord shall not be liable to Tenant for the failure of any of the above utility service; however, Landlord agrees in the event of any suspension or failure of service not caused by Tenant or its invitees to proceed with reasonable diligence to restore or cause the restoration of such service as soon as is reasonably practical under the circumstances. Tenant shall use reasonable diligence in the conservation of all utilities.

THIRTEEN: INSURANCE:

A. Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, the sidewalks in front of the Leased Premises, and the business operated by Tenant in the Leased Premises (specifically including, without limitation, coverage for liquor-related occurrences by special endorsement or policy if not covered by a general liability insurance policy) in which the limits of public liability shall be not less than \$1,000,000 per person and \$1,000,000 per accident and in which the per-occurrence liability shall not be less than \$100,000. The policy shall name Landlord, any person, firms or corporations designated by Landlord (including Landlord's mortgagee), and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be in the insurance company approved by Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord at least five (5) days prior to Tenant's entry into possession of the Premises, and at least fifteen (15) days prior to expiration of the policy then in force. Tenant shall deliver a replacement policy or certification thereof.

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Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee in order to make it operative, subject to the provisions of subsection B hereof.

B. Tenant, upon request of any party in interest, including any mortgagee, shall execute promptly such instruments or certificates to carry out the intent of Section A above as shall be requested by the Landlord.

C. Tenant agrees, within ten (10) days of any request therefore, to certify in writing that this Lease is in full force and effect and that there are no defenses or offsets thereto or defaults thereunder, or if any exist, stating those claimed by Tenant.

EIGHT: ASSIGNMENT AND SUBLETTING:

A. Tenant expressly covenants that it will not assign, mortgage or encumber this Lease nor underlet or suffer or permit the Leased Premises or any part thereof to be used by others. Any assignment for the benefit of creditors or otherwise by operation of law, or transfer of all or any part of the stock of Tenant, if Tenant is a corporation, shall not be effective to transfer Tenant's interest in this Lease unless Landlord first shall have consented to same in writing. Failure to obtain Landlord's prior consent in each instance shall constitute a default hereunder, and the obtaining of Landlord's consent in any one instance shall not waive the obligation to obtain same in any subsequent instance.

NINE: MAINTENANCE OF LEASED PREMISES:

A. Tenant shall make all repairs, replacements, and decorations and shall at all times keep the interior and exterior of the Leased Premises (including maintenance of exterior entrances, all glass, window moldings, canopy lighting and downspouts and gutters) and all partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, heating, electrical system, plumbing fixtures, any air conditioning, and any other mechanical system or installation) in good order, condition and repair (including reasonably periodic painting as determined by Landlord), damage by casualty excepted to the extent that the same is covered by Landlord's fire insurance policy with extended coverage endorsement. Notwithstanding the foregoing, structural repairs to the roof, foundations, walls and sub structure, unless necessitated by the negligence of Tenant or its invitees, shall be the responsibility of Landlord upon receipt of notice from Tenant of the need for same. Tenant shall give prompt notice to the Landlord of any damage that may occur. Tenant shall have the benefit of any warranties given Landlord in connection with the construction of the Leased Premises to the extent that the same are assignable.

B. At the expiration of the tenancy hereby created, Tenant shall surrender the Premises in the same condition as the Premises were in upon delivery of possession thereto under this Lease, ordinary wear and tear and any damage by insured casualty excepted. Unless Landlord shall otherwise consent in writing, Tenant shall remove all its trade fixtures, and any alterations or improvements as provided in Section TEN and hereof, before surrendering the Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby.

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B. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article, or conduct Tenant's business in a manner which may be prohibited by the state or federal fire and extended coverage insurance policy. Tenant shall pay to Landlord, as additional rent, all premiums for insurance for the Premises within thirty (30) days after receipt by Tenant of a written notice from Landlord assessing Tenant such costs. Tenant further agrees to pay any increase in premiums for fire and extended coverage insurance over the rates therefor otherwise available to Landlord that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on the building of which the Premises are a part or of the Shopping Center, resulting from the type of business operated by Tenant or by any act or omission of Tenant in the Leased Premises, whether or not Landlord has consented to the same and whether or not said act or omission is referred to in the Landlord's policy of insurance. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, the schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises. Tenant also shall comply promptly with all reasonable requests of the Fire Rating Bureau and/or Landlord's insurance carrier with respect to the conduct of Tenant's business on the Premises and the installation and types of Tenant's fixtures, equipment and improvements.

C. Each of the parties hereto hereby releases the other, to the extent of the releasing party's actual recovery under its insurance policies, from any and all liability for any loss or damage which may be inflicted upon the property of such party, even if such loss or damage shall have arisen out of the negligent or intentionally tortious act or omission of the other party, its agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect the said policy or the right of the insured to recover thereunder.

FOURTEEN: INSPECTION:

A. Landlord or Landlord's agents shall have the right to enter the Leased Premises at all reasonable times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. During the four months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into said Premises, at any time, when for any reason an entry therein shall be immediately necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or

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constructed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

B. If an excavation shall be made upon land adjacent to the Leased Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, or enter upon the Leased Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the Leased Premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution of amount of rent; provided, however, that such work shall not unreasonably interfere with Tenant's use of the Lease Premises or the conduct of Tenant's business.

FIFTEEN: REMOVAL OF FIXTURES:

If after default in payment of rent or violation of any other provision of this Lease, or upon the expiration of this Lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures, signs or other property prior to such default, removal, or expiration of lease, then and in that event, the said fixtures, signs and property shall be deemed abandoned by Tenant, and shall become the property of the Landlord, or Landlord may notify Tenant to remove same at Tenant's own cost and expense. Upon the failure of Tenant to remove the same (whether or not a notice is given to Tenant), Landlord may, in addition to any other remedies available to it, remove said property as the duly authorized agent of Tenant, and store the same in the name and at the expense of Tenant or those claiming through or under Tenant, whether or not the warehouseman is authorized to sell said goods for nonpayment of storage charges, without in any way being liable for trespass, conversion or negligence by reason of the acts of Landlord or anyone claiming under it or by reason of the negligence of any person in caring for such property while in storage. Tenant will pay to Landlord upon demand any and all expenses and charges incurred upon such removal and storage, irrespective of the length of time of storage.

SIXTEEN: FIRE OR OTHER CASUALTY:

A. If the Premises shall be damaged by fire, smoke, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part for the use for which leased, Landlord shall promptly at its own expense cause such damage to be repaired, and this Lease and the rental hereunder shall in no way be affected. If by reason of such occurrence, the Premises shall be rendered untenable for the use for which leased, Landlord shall promptly at its own expense cause the damage to be repaired, unless within thirty (30) days after said occurrence Landlord shall give Tenant written notice that it has elected not to reconstruct or repair the Premises, in which event this Lease and the tenancy hereby created shall cease as of the date of said occurrence, and the minimum rental and additional rental shall be adjusted as of the date of such occurrence, and in which event all recoveries by Landlord under any fire and extended coverage insurance policy or policies which it may carry shall be the sole and exclusive property of

Landlord. In the event that Landlord elects to repair the Premises and not to terminate the Lease, the minimum rental shall be abated in whole until the substantial completion of repairs in accordance with Baltimore County standards for the operation of a store, or until the resumption of business by the Tenant, whichever shall first occur. If by reason of such occurrence, the Premises are rendered only partially untenable for the use for which leased, the Landlord shall promptly at its own expense cause such damage to be repaired and the minimum rent shall be abated proportionately to the Tenant's loss of effective use of the Premises, unless such damage occurs within two (2) years prior to the end of the initial term or the then-current renewal term, in which event Landlord shall have the right, by written notice within thirty (30) days of said occurrence, to terminate this Lease and whereupon rental shall be adjusted as of the date of such occurrence and Landlord shall retain said insurance proceeds. The obligation of the Landlord to repair or reconstruct the Premises imposed by this Section shall extend only to the Premises in the form and condition in which they were turned over to Tenant by Landlord, including such equipment and appliances as were furnished by Landlord, and only to extent of the insurance proceeds available therefor.

B. Any delays in the repair or reconstruction of the Premises arising from the adjustment of insurance against loss or from labor difficulties, shortage of material or any cause beyond the direct control of Landlord shall not entitle Tenant to any compensation nor amount to an actual or constructive eviction. This subsection B shall apply not only in the event of the contingency provided for by this paragraph SIXTEEN but also in the event of any other repairs and improvements made by Landlord to the Premises or other property of Landlord in the Shopping Center.

SEVENTEEN: CONDEMNATION, ETC.:

A. If any part of the Leased Premises or twenty per cent (20%) or more of the land comprising the Shopping Center shall be acquired or condemned by right of eminent domain or under threat or imminence of the exercise of the right of eminent domain for any public or quasi public use or purpose, then Landlord at its election may terminate this Lease by giving notice to Tenant of its election, and in such event minimum rental shall be apportioned and adjusted as of the date of termination. If the term of this Lease shall not be terminated as aforesaid, then the term of this Lease shall continue in full force and effect, and Landlord shall within a reasonable time after possession is physically taken (subject to delays due to shortage of labor, materials or equipment, labor difficulties, breakdown of equipment, governmental restrictions, control of Landlord), repair or rebuild what may remain of the Leased Premises for the occupancy of Tenant; and a just proportion of the minimum rent shall be abated, according to the nature and extent of the injury to the Leased Premises, until what may remain of the Leased Premises shall be repaired and rebuilt as aforesaid; and thereafter a just proportion of the minimum rent shall be abated, according to the nature and extent of the part of the Leased Premises acquired or condemned, for the balance of the term of the Lease.

Tenant of any rent collection, ejectment, eviction or bankruptcy proceeding, including, without limitation, all court costs and attorneys' fees.

TWENTY-ONE: WAIVERS:

The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenants or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

TWENTY-TWO: TENANT'S PROPERTY:

A. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or in the name of, upon or about the Leased Premises by the Tenant and for payment of all minor privilege taxes, and sign permits and license fees, if any.

B. Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or persons in the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi public work. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant as to damage or injury to person or property, including subrogation claims by Tenant's insurance carriers, unless such damage or injury shall be caused by the willful act or gross neglect of Landlord.

C. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

TWENTY-THREE: HOLDOVER:

If the Tenant shall occupy said Premises with the consent of the Landlord after the expiration of this Lease, and rent is accepted from Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one month only from the date of such expiration, and occupation thereafter shall operate to extend the term of this Lease for but one month at a time unless other terms of such extension are endorsed in writing and signed by the parties hereto. In

such event, if either Landlord or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate the same shall give the other party at least thirty (30) days written notice to that effect. Failure on the part of Tenant to give such notice shall obligate it to pay rent for an additional calendar month, following the month in which Tenant has vacated the Leased Premises.

TWENTY-FOUR: ADDITIONAL RENT:

Whenever under the terms of this Lease any sum of money is required to be paid by Tenant in addition to the rental herein reserved, whether or not such sum is herein designated as "additional rent" or provision is made for the collection of said sum as additional rent, said sum shall, nevertheless, be deemed additional rent, and shall be collectible as such with the first installment of rent thereafter falling due hereunder.

TWENTY-FIVE: BANKRUPTCY, ETC.:

To more effectively secure Landlord against loss of the rent and other payments provided to be made by Tenant, it is agreed as a further condition of this Lease that the filing of any petition in bankruptcy, insolvency or other debtor's proceedings by or against Tenant, or the adjudication in bankruptcy of Tenant or the appointment of a receiver for Tenant by any court, or Tenant's making an assignment for the benefit of creditors, or Tenant's interest in the Lease passing to another by operation of law (if and only if, as to any involuntary proceeding, Tenant has not cured the same within sixty (60) days of the filing thereof), shall be deemed to constitute a breach of this Lease, and thereupon, without entry or other action by the Landlord, this Lease shall, at the option of the Landlord, become and be terminated; and upon such breach, notwithstanding any other provisions of this Lease, the Landlord shall forthwith upon any such termination be entitled to recover the rent reserved in this Lease for the residue of the term hereof less the fair market value of the Premises for the residue of said term.

TWENTY-SIX: QUIET ENJOYMENT:

Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby leased without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

TWENTY-SEVEN: RECORDING:

If this Lease or a memorandum hereof or any document referring to this Lease is recorded by either party, the costs thereof, including all transfer and documentary stamp taxes, shall be borne by the party recording same.

B. Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing on account of any such sale, taking or condemnation or by reason of any act of any public or quasi public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be required by Landlord, to join with Landlord to join with Landlord in contract of sale, deed, or any petition for the recovery of damages, if requested by Landlord, and to turn over to Landlord any such damages that may be recovered in any such proceeding. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty and do not serve to reduce the award otherwise due and payable unto Landlord.

EIGHTEEN: GOVERNMENTAL REGULATIONS:

Tenant shall commit no waste or nuisance upon the Premises, and shall, at Tenant's sole cost and expense, observe and comply with all laws, rules, regulations, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers, and with all reasonable rules, directions, requirements, regulations and recommendations of Landlord's insurer and the local board of fire underwriters and other fire insurance rating organizations for the area in which the Premises are situated, pertaining to the Leased Premises or the use and occupancy thereof, such as, but not limited to, National Fire Protection Association Bulletin No. 96. In the event Tenant shall fail or neglect to comply with any of the aforesaid laws, rules, regulations, orders, directions, requirements or recommendations, Landlord or its agents may enter the Premises and take all such action and do all such work in or to said Premises as may be necessary in order to comply with such laws, rules, regulations, orders, directions, requirements or recommendations, and Tenant shall reimburse Landlord promptly upon demand for the expense incurred by Landlord in taking such action and performing such work.

NINETEEN: REAL ESTATE TAXES:

Tenant shall pay all real estate taxes, impositions and assessments levied upon or assessed against the land and building comprising the Premises during the term of this Lease within fifteen (15) days after receipt of a bill from Landlord.

TWENTY: DEFAULT:

A. (1) If Tenant shall default in the payment of any installment of guaranteed annual rent required of Tenant, or any part thereof and if such default shall continue for ten (10) days after the payment shall be due, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to commence to cure said default within thirty (30) days after notice of said default from Landlord and thereafter, diligently continue to effect such cure (subject to delays beyond Tenant's control), or (3) if any person shall levy upon, take, or attempt to take this Leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make default with respect to any other lease between it and Landlord, or (5) if the Premises shall be deserted, vacated, abandoned, or if

TWENTY-EIGHT: MISCELLANEOUS:

A. It is agreed that Landlord has not made any statement, promise or agreement, or taken upon itself any obligation whatever, verbally or in writing, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions, and that no obligations of Landlord shall be implied in addition to the obligations herein expressed.

B. All notices to be given hereunder by either party shall be in writing and given to Landlord or Tenant, and shall be sent by registered or certified mail, postage prepaid, addressed to the party intended to be notified at the post office address of such party last known to the party giving notice, and notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date when deposited in any post office, or in any post office box regularly maintained by the Federal Government. A duplicate copy of all notices from Tenant shall be sent to mortgagee if Landlord has informed Tenant of the name and address of the mortgagee. A mortgagee shall have the same rights to cure any default which Landlord has, unless written notice to the contrary is given, all notices to Landlord shall be sent to 108 St. Johns Road, Baltimore, Maryland 21210, and all notices to Tenant shall be sent to the Premises.

C. The covenants and agreements contained in the foregoing lease are binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns, subject to the provisions of Section EIGHT hereof.

D. The headings of the Sections in this Lease are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a limitation of the scope of the particular paragraphs which they precede.

E. Wherever in this Lease the prior approval or consent of Landlord is required to be obtained by the Tenant, such approval shall not be withheld unreasonably.

F. This Lease consists of 28 numbered Sections and a plan marked Schedule A.

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Lease the day and year first above written.

ATTEST:

Stanley I. Panitz
Secretary

STANLEY I. PANITZ, INC.

Stanley I. Panitz (SPAL)
Stanley I. Panitz, President

ATTEST:

SPA Lady, Inc.
Secretary

SPA LADY, INC.

Stanley I. Panitz (SEAL)
Stanley I. Panitz, President

business operations shall not be conducted therein for a period of five or more days (other than a cessation of business not to exceed thirty (30) days for the sole purpose of remodeling the Premises), or (6) if this Lease or any interest therein shall by operation of law devolve upon or pass to any person or persons other than Tenant, or (7) if Tenant shall fail to move into and take possession of the Leased Premises, remove same as required hereunder and promptly open for business, then, in any of said cases (notwithstanding any license of any former breach of agreement or condition or waiver of the benefit hereof or consent in a former instance), or (8) if Tenant's wholesale sales exceed twenty percent (20%) of the total gross sales (it being understood and agreed that such wholesale sales would substantially detract from and injure the retail reputation of the Shopping Center and would cause substantial damages to Landlord), Landlord lawfully may immediately, or at any time thereafter, and without any further notice or demand, terminate this Lease and Tenant will forthwith quit and surrender the Leased Premises, but Tenant shall remain liable as hereinafter provided.

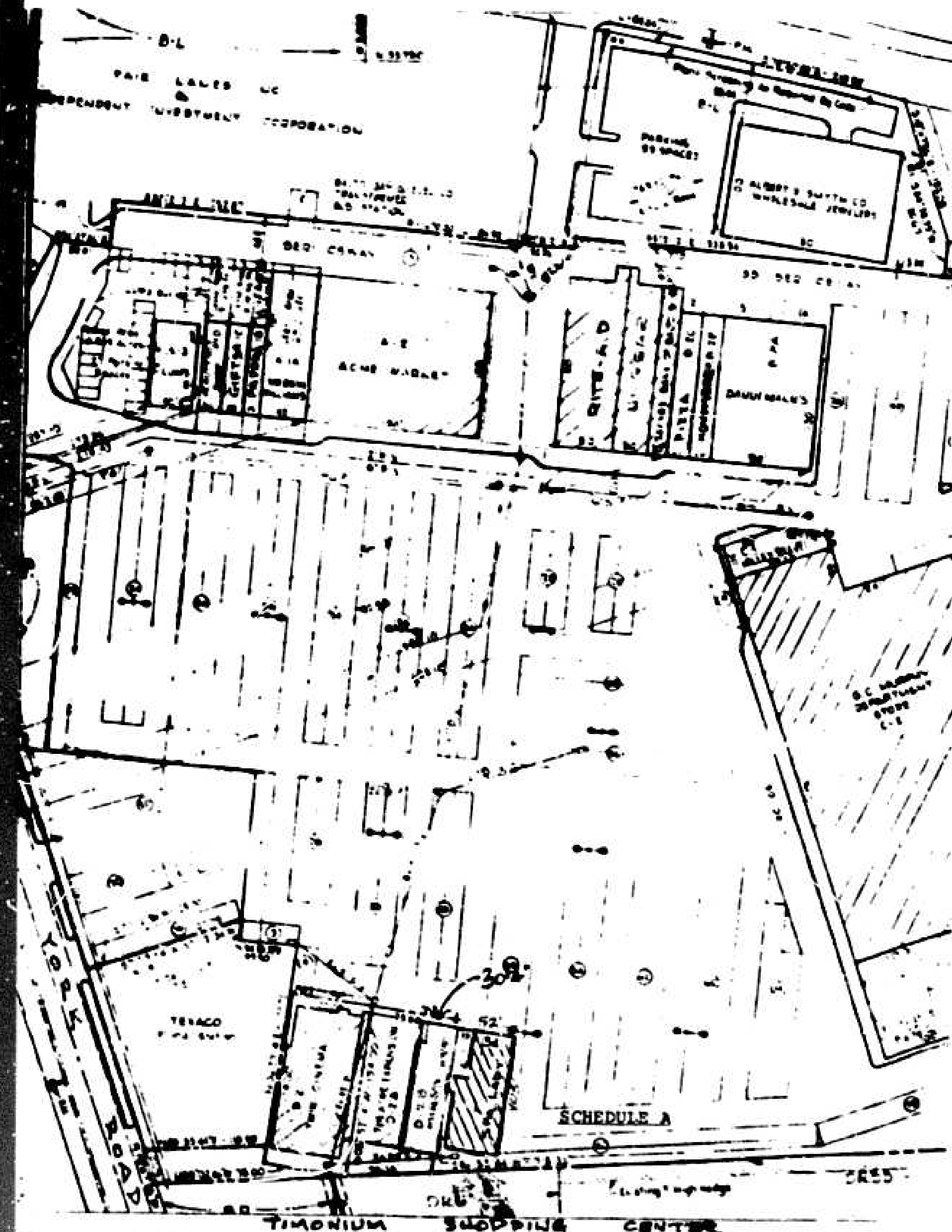
B. If this Lease shall be terminated, as provided in this paragraph:

(1) The Landlord may immediately, or at any time thereafter, re-enter and resume possession of the Leased Premises and remove all persons and property therefrom either by summary disposition proceeding at law or in equity, or by force or otherwise, without being liable for any damages therefor. No re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease.

(2) The Landlord may relet the whole or any part of the Leased Premises for a period equal to, or greater or less than the remainder of the term of this Lease, at such rental and upon such terms and concessions as the Landlord shall deem reasonable, to any tenant or tenants which it may deem suitable and satisfactory and for any use and purpose which it may deem appropriate. In no event shall the Landlord be liable in any respect for failure to relet the Leased Premises, or in the event of such reletting, for failure to collect the rent thereunder. Any sums received by the Landlord on a reletting in excess of the rent reserved in this Lease shall belong to the Landlord.

C. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, or by summary disposition proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy, shall not preclude Landlord from any other remedy in law or in equity, including, but not limited to, distraint. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

D. Tenant shall be responsible for all costs and expenses incurred by Landlord as a result of any default of



SCHEDULE B

LEASE SPECIFICATIONS FOR SPA LADY - TIMONIUM SHOPPING CENTER

1. No basement.
2. Finishes:
 - (a) Ceiling - acoustical tile.
 - (b) Walls - dry-wall finish, ready for painting.
 - (c) Floor - concrete.
3. Air conditioning: Thermostatically controlled 10 to 15 ton air conditioning unit (Landlord to determine size of unit in consultation with Landlord's mechanical engineer.)
4. Electrical: 200-400 ampere service, depending on availability of natural gas. Number of outlets to be approximately the same as the number at Tenant's premises in K-Mart center in Randallstown and in locations as shown on the preliminary plan.
2x4-4 TUBE FLUORESCENT FIXTURES SAME AS RANDALLSTOWN
5. Lighting: To be furnished as shown on preliminary plans.
6. Storefront: To be furnished as shown on preliminary plans.
7. Loading Door: To be furnished as shown on preliminary plans.
8. Plumbing: To be furnished as shown on preliminary plans.

RIDER TO LEASE AGREEMENT

THIS RIDER, made this 17th day of March, 1982, by and between STANLEY I. PANITZ, INC. (hereinafter called "Landlord") and SPA LADY, INC. (hereinafter called "Tenant") to the Lease Agreement dated the 17th day of March, 1982.

The printed part of the Lease Agreement is hereby modified and supplemented as follows. Wherever there is any conflict between this Rider and the printed part of the Lease Agreement, the provisions of this Rider are paramount and the Lease Agreement shall be construed accordingly:

Section 1.A. (The printed Section deals with Work in the Leased Premises):

Tenant shall be permitted to place an office trailer adjacent to the Premises from which it may conduct "pre-sell" memberships during the construction period. Necessary permits, if any, will be the Tenant's responsibility to obtain and all insurance policies required pursuant to the Lease shall be obtained (and evidence of same provided to Landlord) prior to the placement of said trailer.

Section 2.A. (The printed Section deals with Term and Commencement Date):

Delete the word and number "thirty (30)" in the third line of this Section 2.A. and insert the word and number "sixty (60)" in lieu thereof.

Section 15. (The printed Section deals with Removal of Fixtures):

Landlord agrees to execute a standard Landlord's Waiver with respect to Tenant's equipment and fixtures after same has been approved by Landlord's attorney, such approval not to be unreasonably withheld or delayed.

Schedule B (Schedule B deals with Lease Specifications):

The lighting for the Premises shall be 2' x 4' 4 tube recessed fluorescent fixtures such as are located in Tenant's Randallstown premises.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Rider as of the day and year first above written.

ATTEST:

STANLEY I. PANITZ, INC.

Stanley I. Panitz By *Gregory P. Panitz* (SEAL)
SPA LADY, INC.

Kathleen R. Panitz By *Howard Newson* (SEAL)

GMS/12-07-81
6246C

GUARANTY

ANNEXED TO AND FORMING A PART OF THE LEASE, dated March 17, 1982, between STANLEY I. PANITZ, INC., as Landlord, and SPA LADY, INC., as Tenant.

The undersigned HOWARD NEWSON and DAVID NEWSON, whose address is c/o Spa Lady, 8001 Forbes Place, Springfield, Virginia 22151, in consideration of the leasing of the premises described in the annexed Lease to the above-named Tenant, do hereby covenant and agree:

A. That if Tenant shall default during the term granted by said Lease (including any renewal terms) in the performance of any of the covenants and obligations of said Lease on Tenant's part to be performed, then the undersigned will on demand well and truly perform the covenants and obligations of said Lease on Tenant's part to be performed and will on demand pay to Landlord any and all sums due to Landlord, including all damages and expenses that may arise in consequence of Tenant's default, and does hereby waive all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach of non-performance by Tenant.

B. That the undersigned may, at Landlord's option, be joined in any action of proceeding commenced by Landlord against Tenant in connection with and based upon any covenants and obligations in said Lease, and that the undersigned waives any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant.

C. That this Guaranty shall remain in full force and effect in full force and effect as to any modification or amendment of said Lease and as to any assignee of Tenant's interest in said Lease, and waives notice of any and all such modifications, amendments or assignments.

D. That the undersigned's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned or misapplied other collateral given later as additional security (including other guaranties) or released Tenant from the performance of its obligations under such Lease.

E. That this Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant, of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of said Lease in any such proceedings or otherwise.

F. That if this Guaranty is signed by more than one party, their obligations shall be joint and several and the release of one of such Guarantors shall not release any other of such Guarantors.

G. That the Guarantor or Guarantors hereby waives all suretyship defenses generally, and the right to petition for the marshalling of assets.

GMS/12-07-81
6246C

H. That this Guaranty shall be applicable to and binding upon the heirs, representatives, successors and assigns of Landlord, Tenant and Guarantor.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty this 17th day of March, 1982.

WITNESS:

Stanley I. Panitz *Howard Newson* (SEAL)
Kathleen R. Panitz *Patricia Newson* (SEAL)
HOWARD NEWSON
PATRICIA NEWSON

- 2 -

July 20, 1982

Call M. Stern, Esquire
2 Hopkins Plaza
1300 Mercantile Bank & Trust Building
Baltimore, Maryland 21201

RE: Petition for Special Exception
Beginning 251.6' E of York Road,
1,097.7' S of Greenmeadow Drive -
8th Election District
Stanley I. Panitz, Inc. - Petitioner
NO. 82-272-X (Item No. 196)

Dear Ms. Stern:

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

Very truly yours,

William E. Hammond
WILLIAM E. HAMMOND
Zoning Commissioner

WEH/eri

Attachments

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

**RESUME
OF
ELLIOT E. RUSSELL**

POSITION: Landscape Architect
Whitman, Requardt and Associates

EDUCATION: Bachelor of Science - Landscape Architecture
Utah State University - 1942

REGISTRATION: Maryland - Landscape Architect - 1972
Delaware - Landscape Architect - 1976

PROFESSIONAL ACTIVITIES: Member - American Society of Landscape Architects
- American Forestry Association

EXPERIENCE: 1954 to Date
Landscape Architect - Whitman, Requardt and Associates
Responsible for complete landscape design, plans, specifications and field inspection for potable water and wastewater treatment plants; site development projects for new towns and major subdivisions, roadways, parking lots, recreational facilities, commercial and industrial buildings and complexes and assorted utility facilities.

1952 - 1954
Glen L. Martin - Designer

1950 - 1952
Welsh Brothers - Landscape Architect

1946 - 1950
Private Practice - Landscape Architect

1942 - 1946
U. S. Air Force

PROJECTS: Little Patuxent Water Quality Management Center,
Howard County, Maryland. Design, preparation of plans and specifications for all landscape features of 15 mgd treatment facility.

Piscataway Wastewater Treatment Plant, Washington Suburban Sanitary Commission, Maryland. Planning, design, plans, specifications and construction services on total landscape requirements for plant expansion to 30 mgd. Also, landscape design, plans and specifications for reconstitution of surface over seven miles of 108" outfall from plant to Potomac River under purview of National Park Service.

**ELLIOT E. RUSSELL
(Continued)**

PROJECTS: Potomac River Water Filtration Plant, Washington Suburban Sanitary Commission, Maryland. Planning, design and specifications for landscaping complete water plant including consultation on grading and erosion control, all under purview of National Park Service. Work also involved design of specialty items for beautification of site including roadways, guard-rails, retaining walls and slope stabilization measures.

Little Patuxent Water Quality Management Center, Howard County, Maryland. Sediment and erosion control for three and one-half miles of 48"-54" diameter outfall along the Patuxent River.

Anacostia River Force Main, Washington Suburban Sanitary Commission, Maryland. Landscape design, plans and specification of surface over seven miles under purview of the National Park Service.

Physics Laboratory, Howard County, Maryland. Erosion control, storm water management and treatment for Space Systems Building Facilities.

Howard County, Maryland. Site plans for office buildings with parking facilities in Columbia, Maryland.

**PETITIONER'S
EXHIBIT 2**

EXPERIENCE QUALIFICATIONS

NAME: Harry B. Beard, Jr.

BUSINESS ADDRESS: 2315 Saint Paul Street
Baltimore, Maryland 21218

OCCUPATION: Civil Engineer - Consulting Engineering Firm of Whitman, Requardt and Associates

EDUCATION: The Johns Hopkins University - B.E. in Civil Engineering, 1948.
Regional Advanced Highway Training Program in Traffic Engineering at University of Maryland, 1956.

MEMBERSHIPS: Tau Beta Pi
American Society of Civil Engineers (Fellow)
Institute of Traffic Engineers (Fellow)
Maryland Association of Engineers

REGISTERED PROFESSIONAL ENGINEER: Maryland - #3175
New York - #37770
North Carolina - #3916

REGISTERED PROFESSIONAL LAND SURVEYOR: North Carolina - #1714

EXPERIENCE:

1. Junior Highway Engineer - Maryland State Roads Commission, 1948 - 1950. Design of highways and interchanges under direction of Senior Highway Engineer.
2. Military Service - 1950 - 1952.
3. Senior Highway Engineer (Associate Engineer) - Maryland State Roads Commission - 1953 - 1956. Project Engineer directing design of highways and interchanges. Major projects included:
 - (a) Approximately 13 miles of U.S. Route 40 between Ridgeville and Frederick.
 - (b) Approximately 9 miles of the Baltimore-Harrisburg Expressway from Shuman to north of Hereford.
 - (c) Approximately 20 miles of other primary and secondary roads.

Responsibility included analysis of traffic data as it pertained to the design of interchanges and channelizations on the projects assigned.

Experience Qualifications (cont'd)

Harry B. Beard, Jr.

-2-

4. Assistant Project Engineer, Project Engineer, and for last 16 years Associate with Whitman, Requardt and Associates - 1956 - 1982. Directing design of projects as follows:

(a) CLIENT: BETHLEHEM STEEL COMPANY

1. Access Roads - approximately 6 miles of roads, including four interchanges. Responsibility also included analysis of traffic volumes and developing interchanges layouts to meet the internal demands of an expanding plant.

2. Peninsular Expressway - approximately 11 miles of dual highway and one interchange.

3. Report on Ingress and Egress to Sparrow Point, Maryland.

4. Traffic volume studies for proposed Fort Howard Expressway.

(b) CLIENT: MARYLAND STATE HIGHWAY ADMINISTRATION

1. North Point Road Interchange - connecting Bethlehem Steel Access Roads to North Point Road and the proposed Fort Howard Expressway.

2. Sixteen miles of secondary roads.

3. "Needs" study of Maryland Secondary Road System.

4. Northeastern Expressway - 8 miles of toll facility, including one interchange.

5. Report on Aberdeen By-Pass - analysis of traffic data and utilization of findings for preliminary design of inter-sections and an interchange.

6. U.S. Route 50-301 Interchange at Sandy Point State Park.

7. Denton By-Pass - Traffic Studies/Location Studies.

8. U.S. Route 50-301 - Queen Annes County - Location and Traffic Studies.

Experience Qualifications (cont'd)

Harry B. Beard, Jr.

-3-

(c) CLIENT: VIRGINIA STATE HIGHWAY DEPARTMENT

1. Report for location of 20 miles of Interstate Highway in Norfolk, Virginia. Responsibility included analysis of traffic data and the development of designs for 15 interchanges.

2. Design of 10 miles of Interstate Highway in Norfolk, Virginia.

3. U.S. 220 - Design of 18 miles of Major Arterial Highway.

4. I-66 - Design of 2.5 miles of Inter-state Highway.

(d) CLIENT: DELAWARE STATE HIGHWAY DEPARTMENT

1. Design of 1 mile of Interstate System in Wilmington, Delaware containing two interchanges - analysis of traffic data included.

2. Design of 4 miles of Major Arterial Highways.

(e) CLIENT: CORPS OF ENGINEERS - WASHINGTON DISTRICT

1. Internal Roads Systems at Andrews Air Force Base.

2. Runway Extension, Parallel Runway, Taxiways and Aprons at Andrews Air Force Base.

(f) CLIENT: SUBDIVISION DEVELOPERS

1. Report on traffic problems for Joppistowne - a planned community in Harford County. Studies included signal requirements, future external highway needs, traffic pattern, etc.

2. Report on traffic problems in Columbia. Preparation of numerous traffic reports in subdivision.

3. Reports on various traffic problems in St. Charles, Maryland.

Experience Qualifications (cont'd)

Harry B. Beard, Jr.

-4-

(g) CLIENT: NORTH CAROLINA HIGHWAY DEPARTMENT

(Dualization).

1. Design of 12 miles of U.S. 74

(h) CLIENT: WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA)

Rapid Transit System.

1. Design of Section 113 of Washington

(i) CLIENT: SUBDIVISION DEVELOPERS AND/OR COMMUNITY ASSOCIATES

1. Testimony before Baltimore County Board of Appeals on several cases involving rezoning.

PETITIONERS EXHIBIT 4

PHILIP E. KLEIN & ASSOCIATES

REAL ESTATE APPRAISERS AND CONSULTANTS

6229 NORTH CHARLES STREET

BAITIMORE, MARYLAND 21212

TELEPHONE
(301) 277-5505

QUALIFICATIONS OF THE APPRAISER

Philip E. Klein

Education

Bachelor of Business Administration, University of Baltimore - 1933
Certified Public Accountant - 1940
Former instructor in Commercial and Industrial Real Estate - the Evening College of Johns Hopkins University

Professional

Licensed Real Estate Broker, State of Maryland and State of Pennsylvania.
In real estate brokerage since 1939.
Specialized in the sale, leasing, and development of industrial, commercial investment property and land since 1948.
Appraisal experience - Specialized in commercial, industrial and investment properties with special emphasis on shopping centers since 1940.
Principal in the development of over ten shopping centers, as well as housing developments in the Baltimore Metropolitan area.
Executed appraisal and consultation assignments on a national level since 1955.

Organizational Affiliations

American Society of Real Estate Counselors, C.R.E. - Member since 1973.
American Institute of Real Estate Appraisers since 1952 (M.A.I.); President, Maryland Chapter #26 - 1958-59.
Real Estate Board of Greater Baltimore, Treasurer and Director - 1958;
Director - 1968-69; First Vice President - 1971-72; President - 1972-73.
Maryland Association of Real Estate Boards, Director 1970-75.
Board of Trustees, Commission on Governmental Efficiency & Economy: 1969-72.
International Council of Shopping Centers, Trustee - 1973-76.

Recent Clients Include

City of Baltimore	Mercantile-Safe Deposit & Trust Company
State of Maryland	Ford Motor Company
State of Pennsylvania	The Rouse Company
Penn Central Railroad	Chrysler Realty Corporation
Quia Mutual Insurance Company	Traveler's Insurance Company
Amoco Oil Company	Philadelphia National Bank
Exxon Company	American Motor Inns
McCormick & Company	Bowery Savings Bank
Hochschild-Rohn & Company	Aetna Business Credits, Inc.
Maryland National Bank	Aetna Insurance Company
Equitable Trust Company	Federal Reserve Bank of Richmond
Union Trust Company	Monumental Life Insurance Company
First National Bank of Maryland	Industrial National Mortgage Company

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: William E. Hammond
Zoning Commissioner
Norman E. Gerber, Director
FROM: Office of Planning and Zoning
SUBJECT: Zoning Petition No. 82-272-X
Stanley I. Panitz, Inc.

Date: June 9, 1982

This proposed use would be appropriate here.

Norman E. Gerber
Norman E. Gerber
Director of Planning and Zoning

NEG:JGH:lc

cc: Arlene January
Shirley Hess

WHITMAN, REQUARDT and ASSOCIATES

March 26, 1982

TIMONIUM SHOPPING CENTER
Engineering Description To
Accompany Zoning Petition For
HEALTH SPA

Lying and being in the Eighth Election District of Baltimore County, Maryland.

BEGINNING for the same at a point South 18°47'06" East, 1097.70 feet (binding on the easterly side of York Road) and North 86°55'44" East, 251.60 feet (leaving York Road) as measured from the intersection formed by the easterly side of York Road, 66 feet wide, and the southerly side of Greenmeadow Drive, 60 feet wide, as shown on a Plat entitled "Plat One, Part of Block A, Part of Section Two, Haverford", dated January 1954 and recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 19 at folio 146, thence running for the following ten courses and distances, (1) North 86°55'44" East, 60.93 feet; (2) North 06°57'14" East, 129.78 feet; (3) North 45°20'30" East, 63.58 feet; (4) North 03°04'16" West, 36.00 feet; (5) South 86°55'44" West, 59.50 feet; (6) South 04°38'39" West, 36.33 feet; (7) South 32°02'39" West, 42.65 feet; (8) South 06°57'14" West, 46.00 feet; (9) North 83°02'46" West, 18.00 feet; (10) South 06°57'14" West, 94.39 feet to the point of BEGINNING.

Containing 11,676.4 square feet or 0.2681 acres of land, more or less.

Kenneth A. McCord
Kenneth A. McCord
Registration No. 1974

PETITION FOR SPECIAL EXCEPTION

8th Election District

ZONING:

Petition for Special Exception

LOCATION:

251.6 feet East of York Road, 1,097.7 feet South of Greenmeadow Drive

DATE & TIME:

Tuesday, June 15, 1982 at 1:30 P. M.

PUBLIC HEARING:

Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Exception for a community building or other structural or land use devoted to civic, social or recreational activities; specifically, an exercise and health spa, including without limitation, exercise rooms, saunas and whirlpools

All that parcel of land in the Eighth District of Baltimore County

Being the property of Stanley I. Panitz, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Tuesday, June 15, 1982 at 1:30 P. M.
Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

BY ORDER OF
WILLIAM E. HAMMOND
ZONING COMMISSIONER
OF BALTIMORE COUNTY

May 18, 1982

Gail M. Stern, Attorney
2 Hopkins Plaza
1300 Mercantile Bank & Trust Building
Baltimore, Maryland 21201

NOTICE OF HEARING

Re: Petition for Special Exception
251.6' E of York Rd., 1,097.7' S. of Greenmeadow Dr.
Stanley I. Panitz, Inc. - Petitioner
Case No. 82-272-X

TIME: 1:30 P. M.

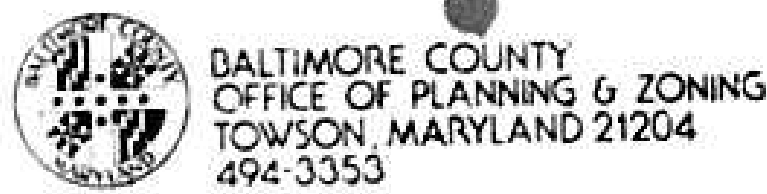
DATE: Tuesday, June 15, 1982

PLACE: ROOM 106 COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVENUE,

TOWSON, MARYLAND

cc: Stanley I. Panitz
108 St. Johns Road
Baltimore, Maryland 21210

William E. Hammond
WILLIAM E. HAMMOND
ZONING COMMISSIONER OF
BALTIMORE COUNTY



WILLIAM E. HAMMOND
ZONING COMMISSIONER

June 11, 1982

Mr. Stanley I. Panitz
106 St. Johns Road
Baltimore, Maryland 21210

Re: Petition for Special Exception
Begin, 291.6' E of York Rd., 1077.7' S
of Greenmeadow Drive
Stanley I. Panitz, Inc. - Petitioner
Case #12-272-X Item #196

Dear Mr. Panitz:

This is to advise you that \$65.49 is due for advertising and posting of the above property.

Please make the check payable to Baltimore County, Maryland, and remit to Arlene January, Zoning Office, Room 113, County Office Building, Towson, Maryland 21204, before the hearing.

Very truly yours,

WILLIAM E. HAMMOND
Zoning Commissioner

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

No. 107688

DATE 6/25/82 ACCOUNT 01-662

AMOUNT \$65.49

RECEIVED FROM Stanley I. Panitz, Inc.
FOR Advertising & Posting Case #82-272-X

6 051*****654910 8252A

VALIDATION OR SIGNATURE OF CASHIER

Call E. Hammon, Supervisor
100 St. Johns Road
Baltimore, Md. 21210

Mr. Stanley I. Panitz
106 St. Johns Road
Baltimore, Md. 21210

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received and accepted for filing this 25th day of June, 1982

WILLIAM E. HAMMOND
Zoning Commissioner

Petitioner Stanley I. Panitz, Inc.
Petitioner's Attorney Call E. Hammon, Sup.

Reviewed by Nicholas B. Commodore
Chairman, Zoning Plans
Advisory Committee

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District 8 Date of Posting 5/30/82
Posted for Petition for Special Exception
Petitioner Stanley I. Panitz, Inc.
Location of property 251.6' E of York Rd., 1077.7' S
of Greenmeadow Drive
Location of Signs location of signs at entrance to prop.
site & parking lot
Remarks Prop. site disputed by neighbors
Posted by Howard L. Hammon Date of return 6/4/82
Number of Signs 2

STANLEY I. PANITZ, INC.

April 20, 1982

Mr. William Hammond
Zoning Commissioner
Baltimore County
111 West Chesapeake Avenue
Towson, Maryland 21204

RE: PETITION FOR SPECIAL EXCEPTION # 196
SPA LADY, INC., TIMONIUM SHOPPING CENTER

Dear Mr. Hammond:

We filed the above referenced petition on March 25th and are advised that, due to an overloaded docket, we are not likely to have a hearing until the first of July.

This is request that you try to schedule us at an earlier date. Our tenant, with whom we have entered into a lease subject to zoning has an alternate site under consideration and the exigencies of their business may compel them to opt for the other location if faced with a long delay. We consider this use to be compatible with the shopping center and do not expect any opposition.

Any effort you can make to expedite the hearing will be greatly appreciated.

Sincerely,

STANLEY I. PANITZ, INC.

Stanley I. Panitz
President

cc: Mr. Howard Newson
Ms. Gail M. Stern

106 ST. JOHNS ROAD BALTIMORE, MARYLAND 21210 301/433-7888

CERTIFICATE OF PUBLICATION

TOWSON, MD. May 27, 1982

THIS IS TO CERTIFY that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md. on or about the 1st day of June, 1982, the first publication appearing on the 27th day of May, 1982.

THE JEFFERSONIAN
Manager

Cost of Advertisement \$

PETITION FOR SPECIAL EXCEPTION
Re: Zoning Petition for Special Exception
LOCATION: 251.6' East of York Road, 1077.7' South of Greenmeadow Drive
DATE & TIME: Tuesday, June 15, 1982 at 1:30 P.M.
PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland
The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:
Petition for Special Exception for a community building or other structural or land use devoted to civic, social or recreational activities; specifically, an exercise and health spa, including without limitation, exercise rooms, saunas and whirlpools.
All that parcel of land in the Eighth District of Baltimore County, beginning for the same at a point South 18°47'06" East, 1097.70 feet (ending on the easterly side of York Road) and North 86°29'44" East, 251.60 feet (beginning York Road) as measured from the intersection formed by the easterly side of York Road, 86 feet wide, and the southerly side of Greenmeadow Drive, 80 feet wide, as shown on a Plat entitled "Plat One, Part of Block A, Part of Section Two, Haverford", dated January 1964 and recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 19 at folio 146, thence running for the following bearings and distances: (1) North 86°29'44" East, 88.00 feet; (2) North 86°29'44" East, 120.78 feet; (3) North 86°29'44" East, 62.00 feet; (4) North 86°29'44" West, 48.00 feet; (5) North 86°29'44" West, 18.00 feet; (6) South 84°28'29" West, 42.00 feet; (7) South 22°02'29" West, 42.00 feet; (8) South 86°29'44" West, 48.00 feet; (9) North 86°29'44" West, 18.00 feet; (10) South 86°29'44" West, 84.00 feet to the point of beginning.
Containing 11,676.4 square feet or 0.267 acres of land, more or less.
Being the property of Stanley I. Panitz, Inc. as shown on plat plan filed with the Zoning Department.
Hearing Date: Tuesday, June 15, 1982 at 1:30 P.M.
Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland
By Order of
WILLIAM E. HAMMOND,
Zoning Commissioner
of Baltimore County
May 27,

FUNCTION	Wall Map		Original		Duplicate		Tracing		200 Sheet	
	date	by	date	by	date	by	date	by	date	by
Descriptions checked and outline plotted on map										
Petition number added to outline										
Denied										
Granted by ZC, BA, CC, CA										
Reviewed by: <u>MSL</u>					Revised Plans:		Change in outline or description: Yes <u> </u> No <u> </u>			
Previous case: <u>76-103-X</u>					Map # <u> </u>					

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received this 25th day of June, 1982
Filing Fee \$ 50 Received: Check Cash Other

456

E. Hammond, Zoning Commissioner

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

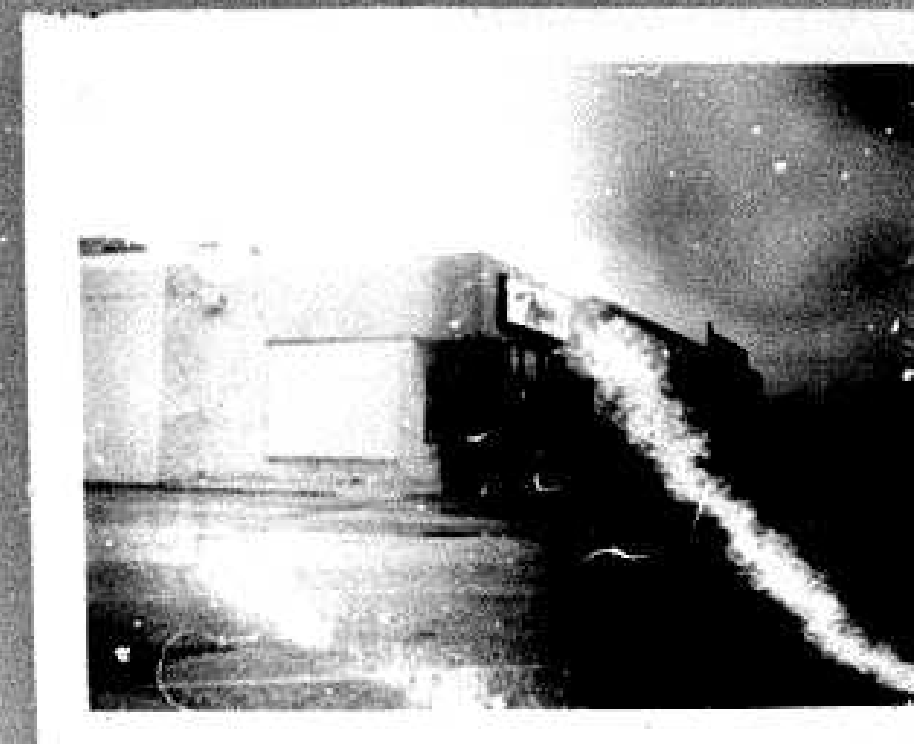
No. 106890

DATE 3/25/82 ACCOUNT 01-662

AMOUNT \$50.00

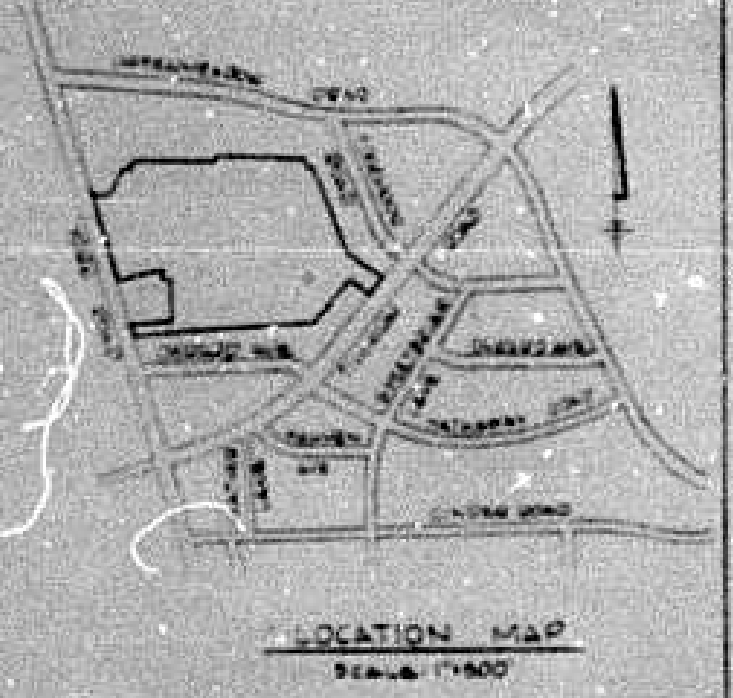
RECEIVED FROM Anna Fintz
FOR Filing fee for Petition for Special Exception
Petitioner Stanley I. Panitz, Inc.
3332A 25 50.00

VALIDATION OR SIGNATURE OF CASHIER



DR 16 GREENMEADOW DRIVE DR 2

NOTE:
 1. Total land area from northern edge of servient to southern property line including filling station is 705,000 sq ft (17.42 acres).
 2. Parking spaces are 5' x 10'.
 3. Total number of car spaces shown 1,241.
 4. Area within tract boundary is presently zoned B-1.
 5. Does not include airport & airport area house units.



SCHEDULE OF BUILDINGS

Designation	Description	Shading Floor Area	Remarks	Estimated Cost
A-1A	Shopping Mall	1,180		17
A-1B	Super Store	1,120		5
A-1C	Health Spa	1,020		5
A-1D	Health Spa	1,020		5
A-2	Apartment	1,020		120
A-3	Apartment	1,020		6
A-4	Apartment	1,020		24
B-1A	Shopping Mall	1,120		17
B-1B	Super Store	1,120		5
B-1C	Health Spa	1,020		5
B-1D	Health Spa	1,020		5
B-2	Apartment	1,020		120
B-3	Apartment	1,020		6
B-4	Apartment	1,020		24
C-1	Health Spa	1,180		17
C-2	Health Spa	1,180		17
C-3	Health Spa	1,180		17
C-4	Health Spa	1,180		17
C-5	Health Spa	1,180		17
C-6	Health Spa	1,180		17
C-7	Health Spa	1,180		17
C-8	Health Spa	1,180		17
C-9	Health Spa	1,180		17
C-10	Health Spa	1,180		17
C-11	Health Spa	1,180		17
C-12	Health Spa	1,180		17
C-13	Health Spa	1,180		17
C-14	Health Spa	1,180		17
C-15	Health Spa	1,180		17
C-16	Health Spa	1,180		17
C-17	Health Spa	1,180		17
C-18	Health Spa	1,180		17
C-19	Health Spa	1,180		17
C-20	Health Spa	1,180		17
C-21	Health Spa	1,180		17
C-22	Health Spa	1,180		17
C-23	Health Spa	1,180		17
C-24	Health Spa	1,180		17
C-25	Health Spa	1,180		17
C-26	Health Spa	1,180		17
C-27	Health Spa	1,180		17
C-28	Health Spa	1,180		17
C-29	Health Spa	1,180		17
C-30	Health Spa	1,180		17
C-31	Health Spa	1,180		17
C-32	Health Spa	1,180		17
C-33	Health Spa	1,180		17
C-34	Health Spa	1,180		17
C-35	Health Spa	1,180		17
C-36	Health Spa	1,180		17
C-37	Health Spa	1,180		17
C-38	Health Spa	1,180		17
C-39	Health Spa	1,180		17
C-40	Health Spa	1,180		17
C-41	Health Spa	1,180		17
C-42	Health Spa	1,180		17
C-43	Health Spa	1,180		17
C-44	Health Spa	1,180		17
C-45	Health Spa	1,180		17
C-46	Health Spa	1,180		17
C-47	Health Spa	1,180		17
C-48	Health Spa	1,180		17
C-49	Health Spa	1,180		17
C-50	Health Spa	1,180		17
C-51	Health Spa	1,180		17
C-52	Health Spa	1,180		17
C-53	Health Spa	1,180		17
C-54	Health Spa	1,180		17
C-55	Health Spa	1,180		17
C-56	Health Spa	1,180		17
C-57	Health Spa	1,180		17
C-58	Health Spa	1,180		17
C-59	Health Spa	1,180		17
C-60	Health Spa	1,180		17
C-61	Health Spa	1,180		17
C-62	Health Spa	1,180		17
C-63	Health Spa	1,180		17
C-64	Health Spa	1,180		17
C-65	Health Spa	1,180		17
C-66	Health Spa	1,180		17
C-67	Health Spa	1,180		17
C-68	Health Spa	1,180		17
C-69	Health Spa	1,180		17
C-70	Health Spa	1,180		17
C-71	Health Spa	1,180		17
C-72	Health Spa	1,180		17
C-73	Health Spa	1,180		17
C-74	Health Spa	1,180		17
C-75	Health Spa	1,180		17
C-76	Health Spa	1,180		17
C-77	Health Spa	1,180		17
C-78	Health Spa	1,180		17
C-79	Health Spa	1,180		17
C-80	Health Spa	1,180		17
C-81	Health Spa	1,180		17
C-82	Health Spa	1,180		17
C-83	Health Spa	1,180		17
C-84	Health Spa	1,180		17
C-85	Health Spa	1,180		17
C-86	Health Spa	1,180		17
C-87	Health Spa	1,180		17
C-88	Health Spa	1,180		17
C-89	Health Spa	1,180		17
C-90	Health Spa	1,180		17
C-91	Health Spa	1,180		17
C-92	Health Spa	1,180		17
C-93	Health Spa	1,180		17
C-94	Health Spa	1,180		17
C-95	Health Spa	1,180		17
C-96	Health Spa	1,180		17
C-97	Health Spa	1,180		17
C-98	Health Spa	1,180		17
C-99	Health Spa	1,180		17
C-100	Health Spa	1,180		17
Total		18,000		120.4

ELECTRICAL LEGEND
 * TWO W 4000 HP LUMINAIRES MTS ON A UNION METAL P-40, P-10000 STD. INSTALL MTS 2-5' 600W BALLAST 2-1000W FOR 2-1/2' 600W BALLAST
 HEIGHT OF POLE IS HEIGHT OF LUMINAIRES 17'-6"

PAVING LEGEND
 INTERIOR PAVING LOT PAVING IS 4" OF COARSE 5" OVERLAIN LY 2" OF SPEC. MACADAM

LEGEND
 --- Property Line
 --- Existing Watermain
 --- Existing Sanitary Sewer
 --- Existing Storm Drain
 --- Existing Gas Main
 --- Existing Service Main

PETITIONER'S EXHIBIT 5

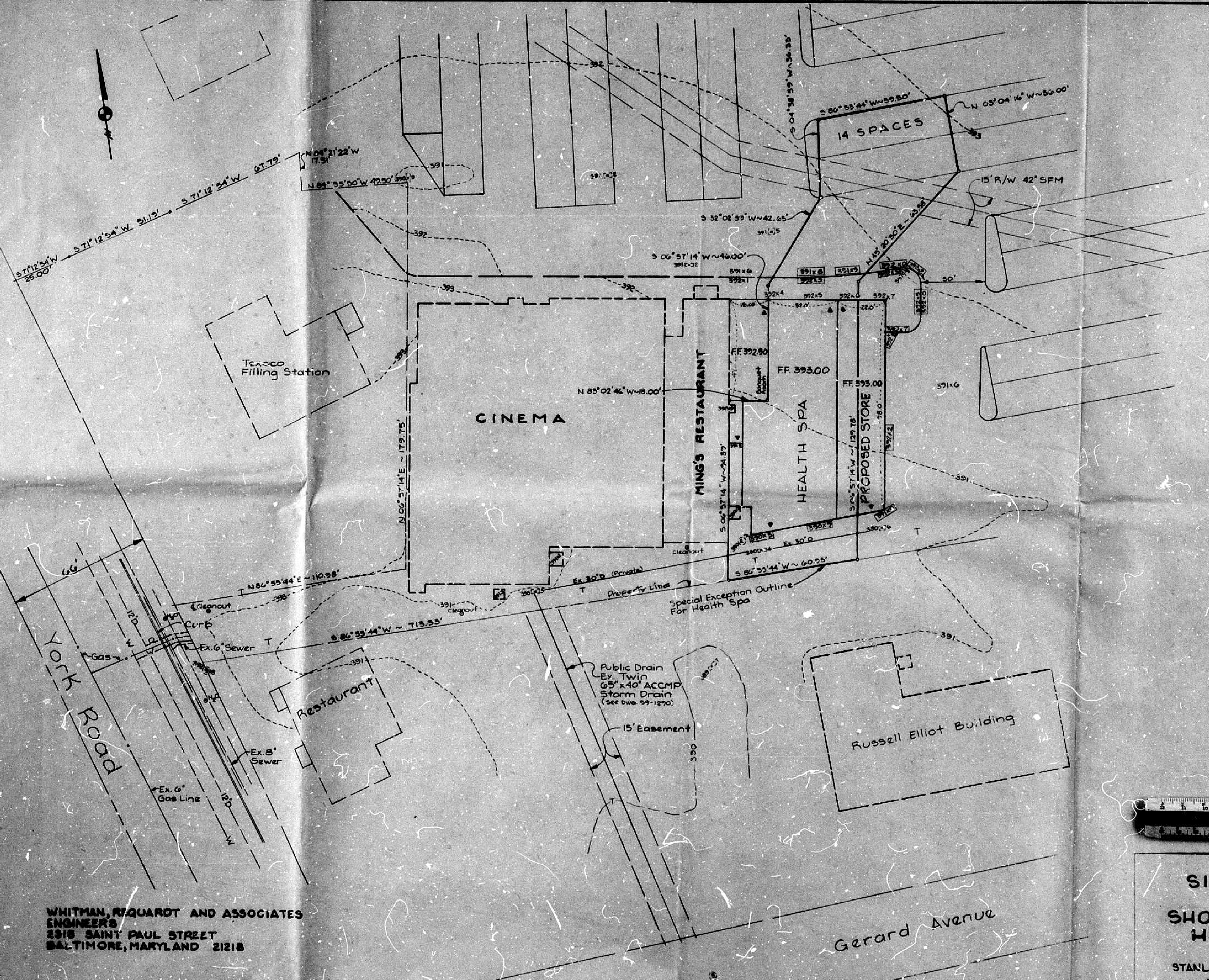
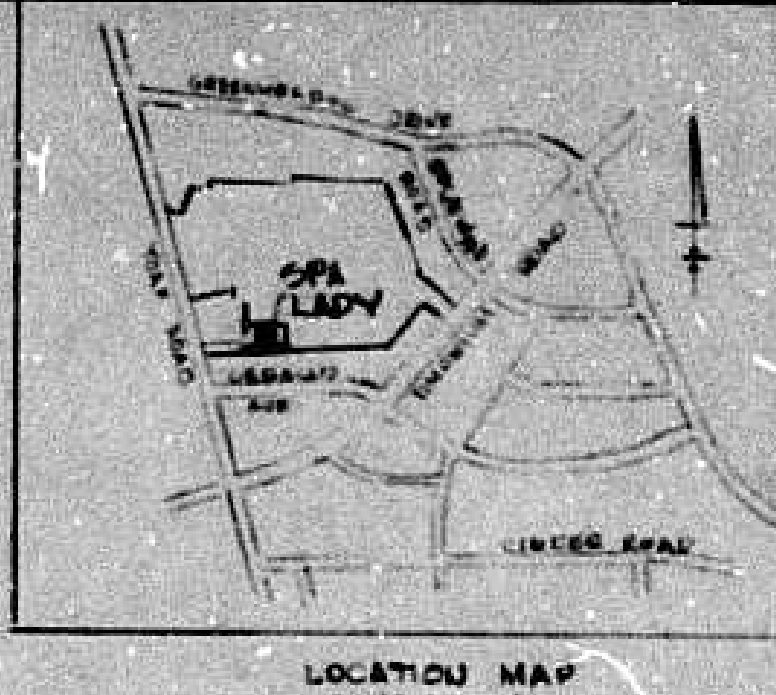
NOTE:
 The final design of the proposed Health Spa is not complete. Area described for special exception is greater than actually needed. Upon completion of said structure the proposed store D-2C will be constructed adjacent to the Health Spa and will infringe on described area.

SPECIAL EXCEPTION PLAT FOR HEALTH SPA TIRONIMUM SHOPPING CENTER
 WITHIAN LEONARD & ASSOCIATES ENGINEERS
 STANLEY I. PANITZ, INC. DEVELOPER
 SCALE: 1"=100' 5th Election District March 16, 1982

STANLEY I. PANITZ, INC.
 108 ST. JOHN'S ROAD
 BALTIMORE, MARYLAND
 21202

Stanley I. Panitz
 KENNETH A. MICHAEL JR. 1974

NOTE:
 Revision notes 1 through 10 dated 4/10/82 through 7/10/82, removed 5/1/79



LEGEND
390.0 Existing Grade
391.0 Proposed Grade

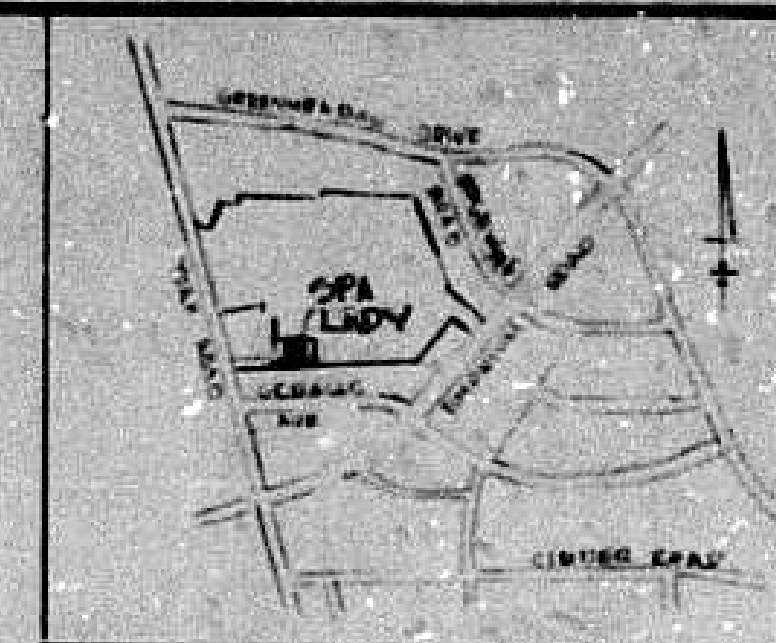
NOTES
1. See Arch. Plans for Details
2. Face of wall to E of column
3. Zoned (B-L)

1251-82

WHITMAN, REQUARDT AND ASSOCIATES
ENGINEERS
2318 SAINT PAUL STREET
BALTIMORE, MARYLAND 21218

ADDITION TO
SITE PLAN OF
TIMONIUM
SHOPPING CENTER
HEALTH SPA

STANLEY I. PANITZ, INC. - DEVELOPER
Scale: 1"=20' 8th Election District 7/30/82

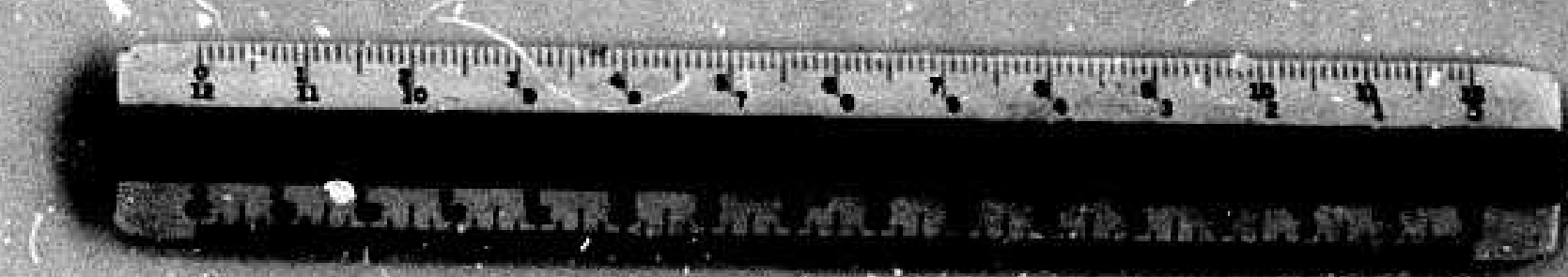


LOCATION MAP
Scale: 1" = 100'

LEGEND
390.0 Existing Grade
391.0 Proposed Grade

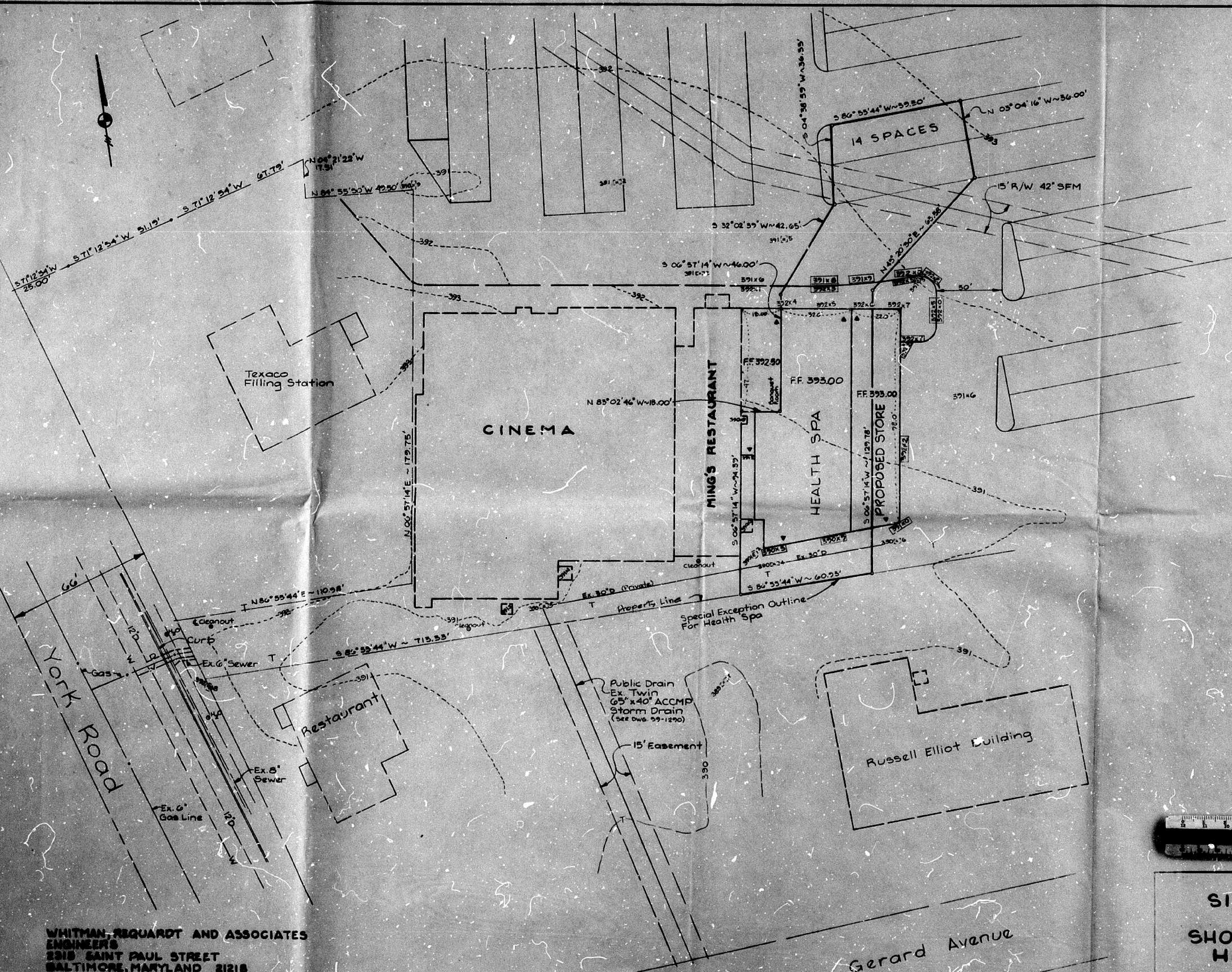
NOTES
1. See Arch. Plans for Details
2. Face of wall to E of column
3. Zoned (B-L)

1251-82



**ADDITION TO
SITE PLAN OF
TIMONIUM
SHOPPING CENTER
HEALTH SPA**

STANLEY I. PANITZ, INC. - DEVELOPER
Scale: 1" = 20' 5th Election District 2/30/82



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ENGINEERS
2318 SAINT PAUL STREET
BALTIMORE, MARYLAND 21218