

198 82-275-A PETITION FOR ZONING VARIANCE 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 Variance from Section 409, to permit 53 parking spaces instead of the required 66.

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

1. Hardship
2. Practical difficulty.

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

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

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.

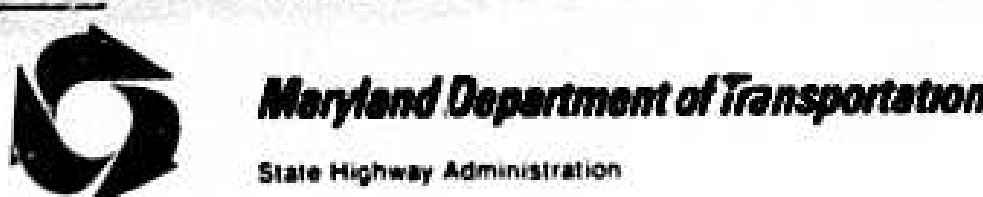
Contract Purchaser: McDonald's Corporation
(Type or Print Name)
Signature: Edward J. Weitzel, Agent
Address: 3015 Williams Drive
FAIRFAX VA. 22031
City and State
Attorney for Petitioner:
(Type or Print Name) F. Vernon Booser
Signature: [Signature]
Address: 614 Bosley Ave., Towson, MD. 21204
City and State
Attorney's Telephone No.: 828-9441

Legal Owner(s):
(Type or Print Name) ARTHUR F. GNAU & SONS, INC.
Signature: Charles J. Gnaus, Pres.
(Type or Print Name)
Signature
Address
City and State
Name, address and phone number of legal owner, contract purchaser or representative to be contacted
EDWARD T. WEITZEL
247 KIMRIK PLACE
TOWSON, MD. 21204
Address Phone No. 561-1953

ORDERED By The Zoning Commissioner of Baltimore County, this _____ day of _____, 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 _____ day of _____, 1982, at _____ o'clock _____ A.M.

[Signature]
Zoning Commissioner of Baltimore County.

(over)



Lynell 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: #190
Property Owner: Arthur F. Gnaus & Sons, Inc.
Location: E/S Loch Raven Blvd. Route 542, 1097' N. from centerline of Sayward Road
Existing Zoning: B.L.
Proposed Zoning: Variance to permit 53 parking spaces in lieu of the required 66
Acres: 1.9
District: 9th

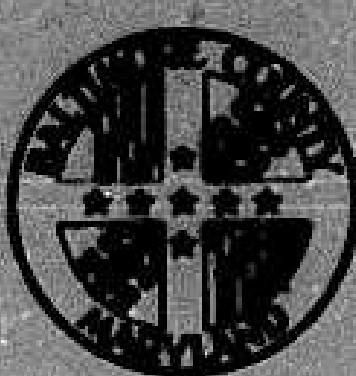
Dear Mr. Hammond:
On review of the site plan of February 19, 1982, the State Highway Administration finds the plan generally acceptable however, revisions will be required.

The revisions should be as follows:

1. The entrance note should be stated as follows:
Remove existing 2-entrances and provide one 35' depressed entrance.
2. S.H.A. Type "A" concrete curb and gutter must be constructed in back of the R/W line on each side of the entrance.

It is requested that the plan be revised, access permit applied for, a utility letter for the relocation of G&E pole #808115 must accompany the application, and a performance bond

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE



PETITION AND SITE PLAN EVALUATION COMMENTS

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

June 8, 1982

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

ofo
Nicholas B. Commodari
Chairman

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

F. Vernon Booser, Esquire
614 Bosley Avenue
Towson, Maryland 21204

RE: Item No. 190
Petitioner - Arthur F. Gnaus & Sons, Inc.
Variance Petition

Dear Mr. Booser:

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.

Particular attention should be afforded to the comments of the Department of Permits and Licenses and the Department of Traffic Engineering. For additional information, concerning these comments, you may contact Mr. Charles Burnham at 494-3987 and Mr. Dick Moore at 494-3554, respectively.

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,
Nicholas B. Commodari
NICHOLAS B. COMMODARI
Chairman
Zoning Plans Advisory Committee

ENC: bcc
Enclosures
cc: J. K. McCrone, Jr., Inc.
20 Ridgely Avenue
Annapolis, Md. 21401
Edward T. Weitzel
2147 Kimrick Place
Timonium, Md. 21093



HARRY J. PISTEL P.E.
DIRECTOR

May 14, 1982

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

Re: Item #190 (1981-1982)
Property Owner: Arthur F. Gnaus & Sons, Inc.
E/S Loch Raven Blvd. 1097' N. from centerline of Sayward Rd.
Acres: 1.9 District: 9th

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 which were supplied in connection with the Zoning Advisory Committee review of portions of the Petitioner's properties for Item 101 (1971-1972) and Item 8 Cycle 1 (April-October 1981) are applicable to this site and referred to for your consideration.

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review in connection with this Item 190 (1981-1982).

Very truly yours,
Robert A. Morton
ROBERT A. MORTON, P.E., Chief
Bureau of Public Services

RAM:EAM:FWR:ss

cc: Jack Wimbley
William Munchel

31 & 32 NE 7 & 8 Pos. Sheet
N-W Kay Sheet
N-W 8 B Topo
70 & 80 Tax Maps

Mr. W. Hammond -2- April 7, 1980

posted in the amount of \$15,000.00 be posted to guarantee construction.

I am sending a sketch showing the revisions.

Very truly yours,
Charles Lee
Charles Lee, Chief
Bureau of Engineering
Access Permits

CL:GW:maw

By: George Wittman

Attachment

cc: Mr. J. Wimbley



STEPHENE COLLINS
DIRECTOR

May 7, 1982

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

Item No. 190
Property Owner: Arthur F. Gnaus & Sons, Inc.
Location: E/S Loch Raven Blvd., 1097' n. from centerline of Sayward Road
Existing Zoning: B.L.
Proposed Zoning: Variance to permit 53 parking spaces in lieu of the required 66.

Acres: 1.9
District: 9th

Dear Mr. Hammond:

This office has reviewed the subject variance and considered it undesirable to grant a variance of this size. We believe by rearranging some of the parking more than 53 spaces could be provided. The entrance as shown is subject to the State Highway Administration approval and comment.

Very truly yours,
C. Richard Moore
C. Richard Moore
Assistant Traffic Engineer
Planning & Design

CPM/aza



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 190, Zoning Advisory Committee Meeting of April 6, 1982, are as follows:

Property Owner: Arthur F. Gnaus & Sons, Inc.
Location: E/S Loch Raven Blvd. 1097' N. from centerline of Sayward Road
Existing Zoning: B.L.
Proposed Zoning: Variance to permit 53 parking spaces in lieu of the required 66
Acres: 1.9
District: 9th

Metropolitan water and sewer exist.

Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for this food service facility, complete plans and specifications must be submitted to the Plans Review Section, Environmental Support Services, Baltimore County Department of Health, for review and approval.

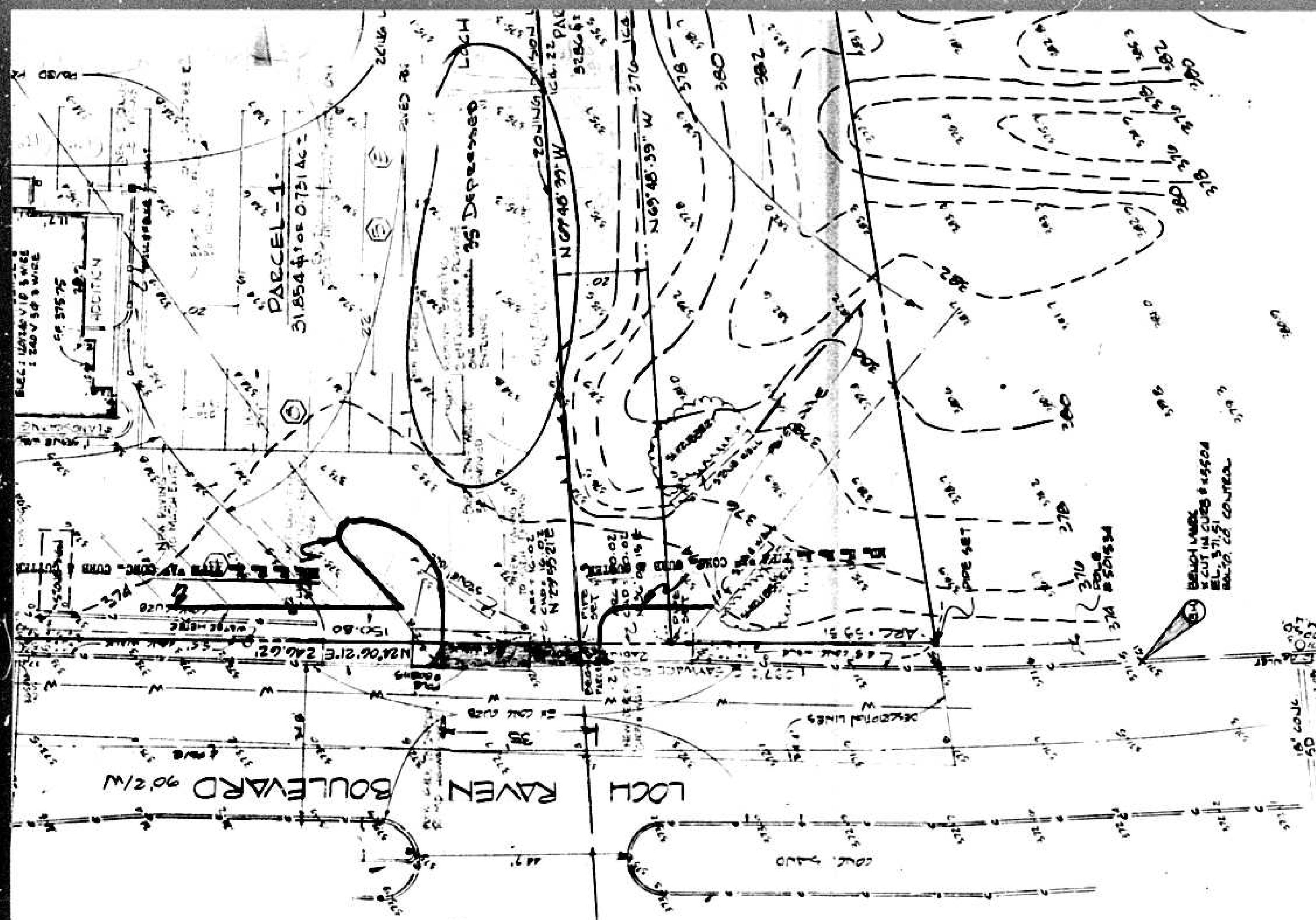
Very truly yours,
Ian J. Forrest
Ian J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

IJF/ale

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that strict compliance with the Baltimore County Zoning Regulations would result in practical difficulty and unreasonable hardship upon the Petitioner(s) and the granting of the variance(s) requested will not adversely affect the health, safety, and general welfare of the community, the variance(s) should be granted.

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County, this 28th day of June, 1982, that the herein Petition for Variance(s) to permit 56 parking spaces in lieu of the required 66 spaces, in accordance with the site plan prepared by J.R. McCrone, Jr., Inc., revised June 10, 1982, and marked Petitioner's Exhibit 1, is hereby GRANTED, from and after the date of this Order, subject, however, to the approval of a site plan by the Maryland Department of Transportation, the Department of Public Works, and the Office of Planning and Zoning, including landscaping and screening required for approval by the Current Planning and Development Division.

Jan M. H. Jones
Deputy Zoning Commissioner of
Baltimore County



BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204
625-7310

April 22, 1982

PAUL H. RENCKE
CHIEF

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: Arthur F. Gnan and Sons, Inc.

Location: E/S Loch Raven Blvd. 1097' N. from centerline of Sayward Road

Item No.: 190

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 of _____ 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.

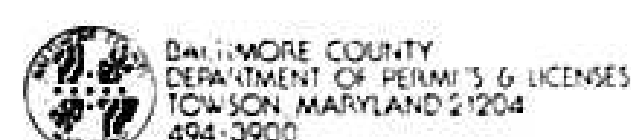
(X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 Edition prior to _____

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

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

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

JRM/bcm



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

Dear Mr. Hammond:

Comments on Item # 190 Zoning Advisory Committee Meeting are as follows:

Property Owner: Arthur F. Gnan & Sons, Inc.
Location: E/S Loch Raven Blvd. 1097' N. from centerline of Sayward Rd.
Existing Zoning: B-1
Proposed Zoning: Variance to permit 53 parking spaces in lieu of the required 66.

Address: 1097
District: 9th

The following items are applicable:

- X A. All structure shall conform to the Baltimore County Building Code 1981/ Council Bill 1-82 State of Maryland Code for the Handicapped and Age 1 and other applicable Codes.
- X B. A building/ & other miscellaneous structures shall be required before beginning construction.
- C. Residential: Three sets of construction drawings are required to file a permit application. Architect/Engineer seal is/ is not required.
- X D. Commercial: Three sets of construction drawings with a Maryland Registered Architect or Engineer shall be required to file a permit application.
- E. In wood frame construction an exterior wall erected within 5'0" of an adjacent lot line shall be of one hour fire resistive construction, no openings permitted within 3'0" of lot lines. A firewall is required if construction is on the lot line. See Table 501, Line 2, Section 1107 and Table 1102.
- F. Requested variance conflicts with the Baltimore County Building Code, Section 5.
- G. A change of occupancy shall be applied for, along with an alteration permit application, and three required sets of drawings indicating how the structure will meet the Code requirements for the proposed change. Drawings may require a professional seal.
- H. Before this office can comment on the above structure, please have the owner, thru the services of a Registered in Maryland Architect or Engineer certify to this office, that, the structure for which a proposed change in use is proposed can comply with the height/area requirements of Table 505 and the required construction classification of Table 101.
- X I. Comments: Wood frame structures used for assembly purpose are only permitted one story in height (Table 505) unless completely sprinkled. See Section 504.1. The Use Group is A-3, the construction type is 4B. Table 302.7 shall be followed as a guide to the Building Code requirements.

NOTE: These comments reflect only on the information provided by the drawings submitted to the office of Planning and Zoning and are not intended to be construed as the full extent of any permit. If desire additional information may be obtained by visiting Room #122 (Plans & Review) at 111 West Chesapeake Ave., Towson.

Very truly yours,

Charles E. Durbin
Charles E. Durbin, Chief
Plans Review

BALTIMORE COUNTY PUBLIC SCHOOLS

Robert Y. Dubel, Superintendent

Towson, Maryland - 21204

Date: April 2, 1982

Mr. William E. Hammond
Zoning Commissioner
Baltimore County Office Building
1111 West Chesapeake Avenue
Towson, Maryland 21204

Z.A.C. Meeting of: April 6, 1982

RE: Item No: 190, 191, 192, 193, 194, 195, 196, 197, 198
Property Owner:
Location:
Present Zoning:
Proposed Zoning:

District:
No. Acres:

Dear Mr. Hammond:

All of the above have no bearing on student population.

Very truly yours,

Nick Petrovich
Mr. Nick Petrovich, Assistant
Department of Planning

WNP/bp

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

William E. Hammond
TO: Zoning Commissioner
Norman E. Gerber, Director
FROM: Office of Planning and Zoning
SUBJECT: Zoning Petition No. 82-272-A
Arthur F. Gnan & Sons, Inc.,

Date: June 9, 1982

This office has reviewed the subject petition and offers no comment.

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

NEG/JGH:lc

cc: Arlene January
Shirley Hess

April 1, 1981

Mr. Walter A. Reiter, Jr.
Chairman, Board of Appeals
Court House
Towson, Maryland 21204

Re: Item 86 (Cycle I - April-October 1981):
Property Owner: Arthur F. Gnan, et al
E/S Loch Raven Blvd. 180' N. of Sayward Rd.
Existing Zoning: B-1, S-1
Proposed Zoning: B-0
Acres: 6.41 District: 9th

Dear Mr. Reiter:

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:

This property comprises Lots 1 through 13 of the plat "Property of Arthur Gnan, Loch Raven Manor", recorded J.W.B. 14, Folio 21.

Comments were supplied in connection with the Zoning Advisory Committee review of a portion of this overall property for Item #101 (1971-1972).

Highways:

Loch Raven Boulevard (Md. 542) is a State Road; therefore, all improvements, intersections, entrances and drainage requirements as they affect the road come under the jurisdiction of the Maryland State Highway Administration. Any utility construction within the State Road right-of-way will be subject to the standards, specifications and approval of the State in addition to those of Baltimore County.

Entrance locations are also subject to the approval of the Baltimore County Department of Traffic Engineering.

Sediment Control:

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

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

N-W Key Sheet
31 & 32 NE 8 Position Sts.
NE 8 B Topo
70 Tax Map

TO: S. Eric Dillman
ATTN: Oliver L. Myers
FROM: Ellsworth N. Diver, P.E.
SUBJECT: Item #101 (1971-1972)
Property Owner: Arthur F. Gnaul and Estelle E. Gnaul
Rear of 6811 Loch Raven Boulevard
Present Zoning: B-1
Proposed Zoning: Special Exception for service garage
District: 9th
No. Acres: 0.922

January 5, 1972

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

Highways:

Loch Raven Boulevard (Md. 542) is a State Road; therefore, all improvements, intersections and entrances on this road will be subject to State Highway Administration requirements.

Sediment Control:

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

Storm Drains:

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

Loch Raven Boulevard (Md. 542) is a State Road. Therefore, drainage requirements as they affect the road come under the jurisdiction of the State Highway Administration.

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

Water and Sanitary Sewer:

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

Ellsworth N. Diver
ELLSWORTH N. DIVER, P.E.
Chief, Bureau of Engineering

END:KAM:PMR:00

Item #6 (Cycle 1 - April-October 1981)
Property Owner: Arthur F. Gnaul, et al
Page 2
April 1, 1981

Storm Drains:

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

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

Water and Sanitary Sewer:

There is a public 24-inch water main in Loch Raven Boulevard; and there is 8-inch public sanitary sewerage within Baltimore County utility easements, which serve the present improvements.

Additional fire hydrant protection is required in this vicinity.

Very truly yours,
(SIGNED) EDWARD A. McDONOUGH

EDWARD A. McDONOUGH, P.E., Chief
Bureau of Public Services

END:KAM:PMR:00

cc: Jack Wimbley
William Stuchel

N-W Key Sheet
31 & 32 NE 7 & 8 Pos. Sheets
NE 8B Topo
70 & 80 Tax Maps

Attachment



BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-3211

NORMAN E. GERBER
DIRECTOR

June 8, 1982

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

Dear Mr. Hammond:

Comments on Item #190, Zoning Advisory Committee Meeting, April 6, 1982, are as follows:

Property Owner: Arthur F. Gnaul and A. Sons, Inc.
Location: E/S Loch Raven Blvd 1097' N. from centerline of Sayward Road
Acres: 1.9
District: 9th

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

Landscaping details should be shown on the site plan.

Very truly yours,

John L. Wimbley
John L. Wimbley
Planner III
Current Planning and Development

JLW:rh



BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-3353

WILLIAM E. HAMMOND
ZONING COMMISSIONER

June 11, 1982

Mr. Edward T. Weitzel
2147 Kimrick Place
Timonium, Maryland 21093

Re: Petition for Variance
E/S of Loch Raven Blvd., 1097' N of
centerline of Sayward Rd.
Arthur F. Gnaul & Sons, Inc. - Petitioner
Case #82-275-A Item #190

Dear Mr. Weitzel:

This is to advise you that \$68.69 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
WILLIAM E. HAMMOND
Zoning Commissioner

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

No. 107691

DATE 6/29/82 ACCOUNT 01-662

AMOUNT \$68.69

RECEIVED FROM F. Vernon Booser, Esquire

FOR Advertising & Posting Case #82-275-A
(Arthur F. Gnaul & Sons, Inc.)

8 888*****066910 8308A

VALIDATION OR SIGNATURE OF CASHIER

May 18, 1982

F. Vernon Booser, Esquire
514 Bosley Avenue
Towson, Maryland 21204

NOTICE OF HEARING

Re: Petition for Variance
E/S of Loch Raven Blvd., 1,097' N of centerline of Sayward Rd.
Arthur F. Gnaul & Sons, Inc. - Petitioner
Case #82-275-A

TIME: 10:00 A.M.

DATE: Thursday, June 17, 1982

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

TOWSON, MARYLAND

cc: McDonald's Corporation
c/o Edward T. Weitzel
2147 Kimrick Place
Timonium, Maryland 21093

William E. Hammond
WILLIAM E. HAMMOND
ZONING COMMISSIONER

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

No. 104887

DATE 7/18/82 ACCOUNT 01-662

AMOUNT \$25.00

RECEIVED FROM F. Vernon Booser

FOR Advertising & Posting Case #82-275-A
(Arthur F. Gnaul & Sons, Inc.)

888*****066910 250000A

VALIDATION OR SIGNATURE OF CASHIER

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

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

000

Nicholas B. Commodari
Chairman

MEMBERS

Bureau of
Engineering
Department of
Traffic Engineering
State Roads Comm. on
Bureau of
Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial
Development

June 24, 1982

F. Vernon Booser, Esquire
614 Bosley Avenue
Towson, Maryland 21204

RE: Item No. 190
Arthur F. Gnaul and Sons
Variance Petition

Dear Mr. Booser:

Enclosed please find addendum comments for the above-referenced case.

Very truly yours,

Nicholas B. Commodari
NICHOLAS B. COMMODARI
Chairman
Zoning Plans Advisory Committee

NBG:bau

Enclosure

cc: J. R. McCrone, Jr., Inc.
20 Ridgely Avenue
Annapolis, Md. 21401

Edward T. Weitzel
2147 Kimrick Place
Timonium, Md. 21093

file
82-275



BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-3211

NORMAN E. GERBER
DIRECTOR

June 8, 1982

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

Dear Mr. Hammond:

Comments on Item #190, Zoning Advisory Committee Meeting, April 6, 1982, are as follows:

Property Owner: Arthur F. Gnaul and A. Sons, Inc.
Location: E/S Loch Raven Blvd 1097' N. from centerline of Sayward Road
Acres: 1.9
District: 9th

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

Landscaping details should be shown on the site plan.

Very truly yours,

John L. Wimbley
John L. Wimbley
Planner III
Current Planning and Development

JLW:rh



BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
494-3211

NORMAN E. GERBER
DIRECTOR

June 8, 1982

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

Dear Mr. Hammond:

Comments on Item #190, Zoning Advisory Committee Meeting, April 6, 1982, are as follows:

Property Owner: Arthur F. Gnaul and A. Sons, Inc.
Location: E/S Loch Raven Blvd 1097' N. from centerline of Sayward Road
Acres: 1.9
District: 9th

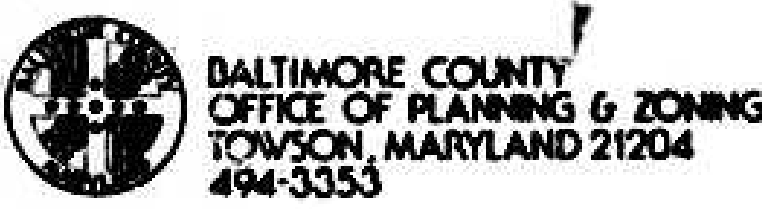
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Landscaping details should be shown on the site plan.

Very truly yours,

John L. Wimbley
John L. Wimbley
Planner III
Current Planning and Development

JLW:rh



WILLIAM E. HAMMOND
ZONING COMMISSIONER

June 28, 1982

F. Vernon Booser, Esquire
614 Bosley Avenue
Towson, Maryland 21204

RE: Petition for Variance
E/S of Loch Raven Boulevard, 1,097' N of
the center line of Sayward Rd. - 9th Election
District
Arthur F. Gnaul & Sons, Inc. - Petitioner
NO. 82-275-A (Item No. 190)

Dear Mr. Booser:

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

Very truly yours,

Jan M. H. June
JAN M. H. JUNE
Deputy Zoning Commissioner

JMHJ/mc

Attachments

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

BUILDING AND GROUND LEASE

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LESSOR'S
EXHIBIT 5

FULLY EXECUTED DOCUMENT

PETITION FOR VARIANCE

9th Election District

ZONING: Petition for Variance
LOCATION: East Side of Loch Raven Boulevard, 1,097' North of
the centerline of Sayward Road
DATE & TIME: Thursday, June 17, 1982 at 10:00 A.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 Variance to permit 53 parking spaces
instead of the required 66

The Zoning Regulation to be excepted as follows:
Section 409.2.b.(3) - minimum parking required for a restaurant

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

Being the property of Arthur F. Gnaul & Sons, Inc., as shown on plat plan filed
with the Zoning Department.

Hearing Date: Thursday, June 17, 1982 at 10:00 A.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

BUILDING AND GROUND LEASE

THIS LEASE is made and entered into this 12th day of January
1982, by and between Arthur F. Gnaul & Sons, Inc.,
of the City of Baltimore, State of Maryland,
County of Baltimore, a corporation, or if an individual, the marital
status is _____, hereinafter called
"Lessor" and McDONALD'S CORPORATION
a corporation, hereinafter called "Lessee":

1. PREMISES: Lessor, for and in consideration of the covenants hereinafter contained and made
on the part of the Lessee, does hereby demise and lease unto Lessee, and Lessee uses hereby lease
from Lessor, the parcel of land which is located in the _____
County of _____ State of _____, hereinafter called
"Premises" containing not less than _____ feet on Loch Raven
Boulevard, containing not less than 30,000
square feet, not including roads or public right of ways, being more particularly described in Exhibit
A attached hereto and made a part hereof, together with all Lessor's easement rights and appur-
tenances thereto, all buildings and improvements now located thereon, and all necessary easements
and appurtenances in Lessor's adjoining and adjacent land, highways, roads, streets, lanes, whether
public or private, reasonably required for the installation, maintenance, operation and service of
sewers, water, gas, drainage, electricity and other utilities and for drive-ways and approaches to and
from abutting highways for the use and benefit of the above described parcel of real estate including
the improvements to be erected thereon. If Lessee has the demised premises surveyed, then, at
Lessee's option, the parties shall execute a recordable amendment by which a survey description
shall be inserted herein in lieu of the description contained in Exhibit A, but Lessee shall not be ob-
ligated to lease less than is described above.

2. LEASE TERM: Lessee shall have and hold the demised premises for a term commencing on
the date of last execution hereof and ending twenty (20) years from the date upon which the
McDonald's Restaurant hereinafter referred to is opened for business to the public. When the term
hereof is ascertainable and specifically fixed, or otherwise agreed to by Lessor and Lessee, Lessor
and Lessee shall enter into a supplement, suitable for recording, which shall specify the actual date
for the expiration of the original term of this Lease and for the commencement of accrual of rent
payable hereunder by Lessee.

3. RENT: Lessee's liability for rent shall commence to accrue on the date when Lessee opens for
business. all contingencies of this contract have been satisfied, at which time Lessee
will give Lessor written notice.

Lessee covenants and agrees to pay to Lessor as rent for said demised premises the sum of
in accordance with the rent schedule on page 1A hereof.

_____ per month, payable one each on the 15th
of each month for the term of this lease.
_____ per month, payable one each on the 15th
of each month for the term of this lease.
_____ per month, payable one each on the 15th
of each month for the term of this lease.

_____ per month, payable one each on the 15th
of each month for the term of this lease.
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of each month for the term of this lease.
_____ per month, payable one each on the 15th
of each month for the term of this lease.

_____ per month, payable one each on the 15th
of each month for the term of this lease.
_____ per month, payable one each on the 15th
of each month for the term of this lease.

J.R. McCrone, Jr., Inc.
Engineers • Land Planners • Land Surveyors

President
JOHN T. LATHAM, L.S.
Vice Presidents
JAMES E. STURDEVANT, P.E., L.S.
F.M. LATHAM, JR., P.E.
ERNEST L. KELL, JR., L.S.
DAVID E. MOUL, C.P.A., T.M.A.S.

REGISTERED IN MARYLAND AND DELAWARE
J.R. McCrone, Jr.
1936-1958

Chairman of the Board
F.M. Latham, Jr., L.S.

March 17, 1982 REPLY TO ANNAPOLIS

DESCRIPTION OF PART OF THE
ARTHUR F. GNAUL PROPERTY LOCATED
ON LOCH RAVEN BOULEVARD
BALTIMORE CO., MD.
FOR VARIANCE

BEGINNING for the same at a point located on the east side of Loch Raven
Boulevard, said point being 1097 feet, more or less, North of the centerline
of Sayward Road and at a point where the existing zone line between the BL-CCC
and D. R. 5.5 districts intersects the east side of Loch Raven Boulevard, and
running from said beginning point so fixed and with the east side of Loch Raven
Boulevard North 23° 55' 21" East 160.02 feet;

THENCE North 24° 06' 21" East 150.80 feet;

THENCE South 89° 38' 39" East 174.47 feet;

THENCE South 23° 02' 34" West 225.92 feet to intersect the above mentioned
zone line;

THENCE with a part of said zone line North 69° 48' 39" West 164.22 feet to
the place of beginning;

This description is to be used for Variance only, not for any other legal
documents;

This description was prepared by J. R. McCrone, Jr., Inc. on March 17, 1982
based on a survey made on February 13, 1981 and the bearings have been rotated to
conform to magnetic data to comply with the request made by the Baltimore County
Planning and Zoning Department.

ANNAPOLIS	CENTREVILLE	CHESTERDOWN	DENTON	EASTON	LEONARDTOWN	PRINCE GEORGE
25 Bridge Avenue P.O. Box 1188 Annapolis, MD 21403 Tel: 410-293-1627	117 Leary Road Centreville, MD 21617 Tel: 410-293-1627	117 Leary Road Chesterdown, MD 21617 Tel: 410-293-1627	332 Market Street Denton, MD 21619 Tel: 410-293-1627	157 N. West Street Easton, MD 21601 Tel: 410-293-1627	157 N. West Street Leonardtown, MD 20650 Tel: 410-293-1627	157 N. West Street Prince George, MD 20650 Tel: 410-293-1627

NOTES

Lessee covenants and agrees to pay to Lessor annual rent, in monthly installments,
according to the following schedule:

A. From the rent commencement date until the end of the month following the end of
the second lease year, the sum of FIFTY-THREE THOUSAND DOLLARS (\$53,000.00) per annum
payable in equal monthly installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and
67/100 DOLLARS (\$3,166.67), payable one each on the 15th of every calendar month for
the then current month.

B. From the beginning of the first of the month following the commencement of the
third lease year until the end of the month following the end of the fifth lease year,
the sum of FIFTY-THREE THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

C. From the beginning of the first of the month following the commencement of the
sixth lease year until the end of the month following the end of the tenth lease year,
the sum of FIFTY-THREE THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

D. From the beginning of the first of the month following the commencement of the
eleventh lease year until the end of the month following the end of the fifteenth lease year,
the sum of FIFTY-THREE THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

E. From the beginning of the first of the month following the commencement of the
sixteenth lease year until the end of the twentieth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

F. From the beginning of the first of the month following the commencement of the
twenty-first lease year until the end of the twenty-fifth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

G. From the beginning of the first of the month following the commencement of the
twenty-sixth lease year until the end of the thirtieth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

H. From the beginning of the first of the month following the commencement of the
thirtieth lease year until the end of the thirty-fifth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

I. From the beginning of the first of the month following the commencement of the
thirty-sixth lease year until the end of the fortieth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

J. From the beginning of the first of the month following the commencement of the
fortieth lease year until the end of the forty-fifth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

K. From the beginning of the first of the month following the commencement of the
forty-sixth lease year until the end of the fiftieth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

L. From the beginning of the first of the month following the commencement of the
fiftieth lease year until the end of the fifty-fifth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

M. From the beginning of the first of the month following the commencement of the
fifty-sixth lease year until the end of the sixtieth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

N. From the beginning of the first of the month following the commencement of the
sixtieth lease year until the end of the sixty-fifth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

O. From the beginning of the first of the month following the commencement of the
sixty-sixth lease year until the end of the seventieth lease year, the sum of FIFTY-THREE
THOUSAND DOLLARS (\$53,000.00) per annum payable in equal monthly
installments of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) and 67/100 DOLLARS
(\$3,166.67), payable one each on the 15th of every calendar month for the then current month.

RE: PETITION FOR VARIANCE : BEFORE THE ZONING COMMISSIONER
E/S Loch Raven Blvd., 1,097' :
N of centerline of Sayward Rd., :
9th District : OF BALTIMORE COUNTY

ARTHUR F. GNAUL & SONS, : Case No. 82-275-A
INC., Petitioner :

ORDER TO ENTER APPEARANCE

Mr. Commissioner:

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

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

John W. Hession, III
Peter Max Zimmerman
Deputy People's Counsel
John W. Hession, III
People's Counsel for Baltimore County
Rm. 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 27th day of May, 1982, a copy of the foregoing

Order was mailed to F. Vernon Booser, Esquire, 614 Bosley Avenue, Towson, Maryland

21204, Attorney for Petitioner; and Mr. Edward T. Weitzel, Agent, McDonald's

Corporation, 3015 Williams Drive, Fairfax, Virginia 22031, Contract Purchaser.

John W. Hession, III

4. LESSOR'S WARRANTIES AND COVENANTS: Lessor hereby covenants, represents and war-
rants as follows: **cooperates with Lessee in Lessee's**

A. That Lessor shall, if necessary, use its best efforts to obtain the approval of all public or
governmental authorities as to all matters relating to zoning, subdivision, lot splits, special use per-
mits or similar requirements for use of the demised premises as a McDonald's Restaurant in ac-
cordance with Lessee's plans and specifications as to the construction of Lessee's improve-
ments, all of which shall be completed within thirty (30) days from the date that Lessee notifies
Lessor that all necessary permits and approvals have been obtained and Lessee delivers its plans and
specifications to Lessor.

B. That all water and gas mains, electric power lines, sanitary and storm sewers are located at
the property line, in the public right-of-way, of the demised premises and are available and adequate
for Lessee's intended use, and if the same are not available and adequate, Lessor shall cause the same
to be installed and maintained at its expense, and shall cause the same to be installed and maintained
in accordance with Lessee's specifications to the demised premises within thirty (30) days from the
date Lessee notifies Lessor that all necessary permits and approvals have been obtained and Lessee
delivers its plans and specifications to Lessor.

C. That Lessor shall demolish and remove all existing improvements, including buildings,
foundations, encroachments, signs and underground storage tanks, if any, located on the demised
premises and shall fill, grade, compact and construct retaining walls to Lessee's specifications
required by Lessee to make the demised premises ready for the construction of Lessee's improve-
ments, all of which shall be completed within thirty (30) days from the date that Lessee notifies
Lessor that all necessary permits and approvals have been obtained and Lessee delivers its plans and
specifications to Lessor.

D. That the demised premises are free and clear of all tenancies, whether oral or written, and
that Lessee shall have sole and actual possession from the date of execution hereof.

E. That Lessor shall indemnify, defend and hold Lessee harmless from and against all claims, damages,
costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by
Lessee, or anyone claiming by, through, under or in right of the owner or occupier in respect
thereof during the term of this lease or any extension thereof and to deliver promptly to Lessee at
all times proper and sufficient receipts and other evidence of the payment and discharge of the
same. (SEE TAX ADDENDUM)

F. COVENANT OF TITLE AND QUIET ENJOYMENT: That Lessor is well seized of and
has good title to the building and lease premises free and clear of all liens, encumbrances, easements,
tenancies and restrictions. Lessor warrants and will defend the title thereto, and will indemnify
Lessee against any damage and expense which Lessee may suffer by reason of any defect in the title
or description herein of the premises. If, at any time, Lessor's title or right to receive rent hereunder
is disputed, or there is a change of ownership of Lessor's estate by act of the parties or operation of
law, Lessee may withhold rent thereafter until Lessee is furnished proof satisfactory to it
as to the party entitled thereto. Lessor shall provide Lessee with any and all non-disturbance agree-
ments, in form acceptable to Lessee, from any underlying Lessor or holder of an encumbrance.

G. COVENANT NOT TO COMPLETE: Lessor covenants and agrees (i) that no property
(other than the demised premises) now or hereafter owned, leased or controlled, directly or in-
directly, by Lessor or, if Lessor is a Corporation, any subsidiary of Lessor, adjacent or contiguous
to the demised premises or within one (1) mile of the perimeter of the demised premises (whether
or not such other property is subsequently voluntarily conveyed by Lessor) shall, during the term
of this lease and any extension thereof, be leased, used or occupied as a restaurant, eating estab-
lishment, drive-in or walk-up eating facility; and (ii) if during the term of this lease, Lessor shall own or
control any land other than the demised premises, which land is adjacent or contiguous to the de-
mised premises, or which constitutes a parcel or parcels out of which the demised premises are com-
prised, that any building(s) or other improvement(s) constructed upon such other land shall be set
back, as shown on the plat plan filed with the Zoning Department, from the public right of way(s), provided however that the
restriction set forth in this subparagraph (ii) shall not be applicable (a) with regard to existing im-
provements on land owned or controlled by Lessor as of the date of execution hereof, or (b) with
regard to any improvements existing on land which subsequently comes under Lessor's ownership;
or control on the date that Lessor acquires such ownership or control. It is mutually agreed that the
covenants set forth in (i) and (ii) above shall run with the land. Lessor agrees to provide legal de-
scriptions of all property involved and execute recordable documents, if required by Lessee, to
effectuate the foregoing. If one or both of these covenants be broken, one-half (1/2) of all payments
required to be made by Lessee hereunder shall be abated for so long as such breach continues. The
total sums thus abated shall be liquidated damages for such breach and not a penalty therefor, the
parties agreeing that Lessee inevitably must sustain proximate and substantial damages from such
breach, but that it will be very difficult if not impossible to ascertain the amount of such damage.
In addition to this remedy, Lessee shall be entitled to injunctive and other appropriate relief,
whether under the provisions of this Lease or otherwise.

Lessor hereby acknowledges that Lessee is relying upon said covenants, representations and
warranties in executing this Lease and that matters so represented and warranted are material ones.
Lessor, accordingly, agrees that, if Lessor does not cure or diligently commence to cure a default
within ten days after written notice from Lessee, any breach of warranty or misrepresentation shall
be grounds for Lessee to elect, at its option, to terminate this Lease or cure Lessor's default(s) and
deduct its costs to cure said default(s) from rent thereafter accruing. Lessee shall not, however, have
the right to terminate this Lease after it commences construction of its improvements. These reme-
dies are in addition to all other remedies Lessee may have in law or equity.

Lessor's Initials _____ Lessee's Initials _____
*deriving 25% or more of its gross revenue from
the sale of hamburgers, chicken, french fries, chicken and milk shakes.

APR 20 1981

McD-TA-SA-12/79

ADDENDUM

Lessee agrees that all materials, stone, marble, paneling, fireplaces, mantels, electrical equipment and fixtures and carpeting not intended to be used by the Lessee in its renovations to the improvements located on the demised premises, are the property of the Lessor and Lessee further agrees to exercise reasonable care in removing the aforesaid items. Lessor agrees to promptly remove such items from the demised premises.

INITIAL: 1/
APR 20 1981

PETITION FOR VARIANCE

LOCATION: Petition for Variance to the Zoning Ordinance of Baltimore County, by authority of the Zoning Art and Regulations of Baltimore County, will hold a public hearing: **DATE & TIME:** Thursday, June 17, 1981 at 10:30 A.M. **PUBLIC HEARING:** Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland. **The Zoning Commission of Baltimore County, by authority of the Zoning Art and Regulations of Baltimore County, will hold a public hearing:** **Petition for Variance to permit:** 22 parking spaces instead of the required 40. **The Zoning Regulation to be excepted as follows:** Section 206.2(b)(2) - minimum parking required for a restaurant. **All that parcel of land in the North District of Baltimore County beginning for the same at a point located on the east side of Loch Raven Boulevard, said point being 1887 feet, more or less, North of the centerline of Baywood Road and at a point where the existing zone line between the ELCCC and D.R. 8.5 districts intersects the east side of Loch Raven Boulevard, and running from said beginning point so fixed and with the east side of Loch Raven Boulevard North 25° 52' 21" East 182.50 feet; Thence North 34° 02' 21" East 182.50 feet; Thence South 89° 29' 29" East 174.47 feet; Thence South 22° 02' 34" West 225.00 feet to intersect the above mentioned zone line; Thence with a part of said zone line North 89° 29' 29" West 164.22 feet to the place of beginning; This description is to be used for Variance only, not for any other legal documents; This description was prepared by J. B. McCross, Jr., Inc. on March 17, 1981 based on a survey made on February 12, 1981 and the bearings have been related in conformance to magnetic data to comply with the request made by the Baltimore County Planning and Zoning Department. Being the property of Arthur F. Onas & Sons, Inc., as shown on plat filed with the Zoning Department. **Hearing Date:** Thursday, June 17, 1981 at 10:30 A.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.**

CERTIFICATE OF PUBLICATION

TOWSON, MD: _____, 19____
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 _____ at _____ o'clock _____ before the _____ day of _____, 19____, the _____ publication appearing on the _____ day of _____, 19____.

THE JEFFERSONIAN,
G. Frank Strickland
Manager

Cost of Advertisement: \$ _____

PETITION MAPPING PROGRESS SHEET

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>33-2</u>	Revised Plans: Change in outline or description <u>Yes</u> <u>No</u>									
Previous case: <u>403</u>	Map # _____									

F. Vernon Pomeroy, Esq.
614 Pease Avenue
Towson, Md. 21204

J. B. McCross, Jr., Inc.
50 Ridgely Avenue
Annapolis, Md. 21401

Edward W. McDaniel
2147 Finkbine Place
Towson, Md. 21203

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 _____ day of _____, 19____

WILLIAM E. HAMMOND
Zoning Commissioner

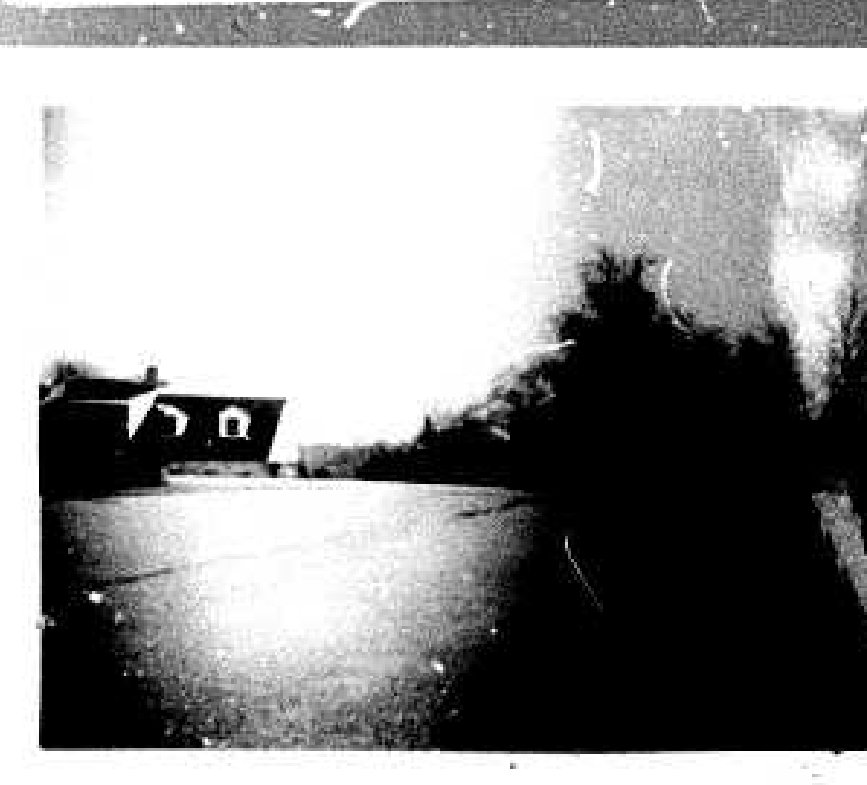
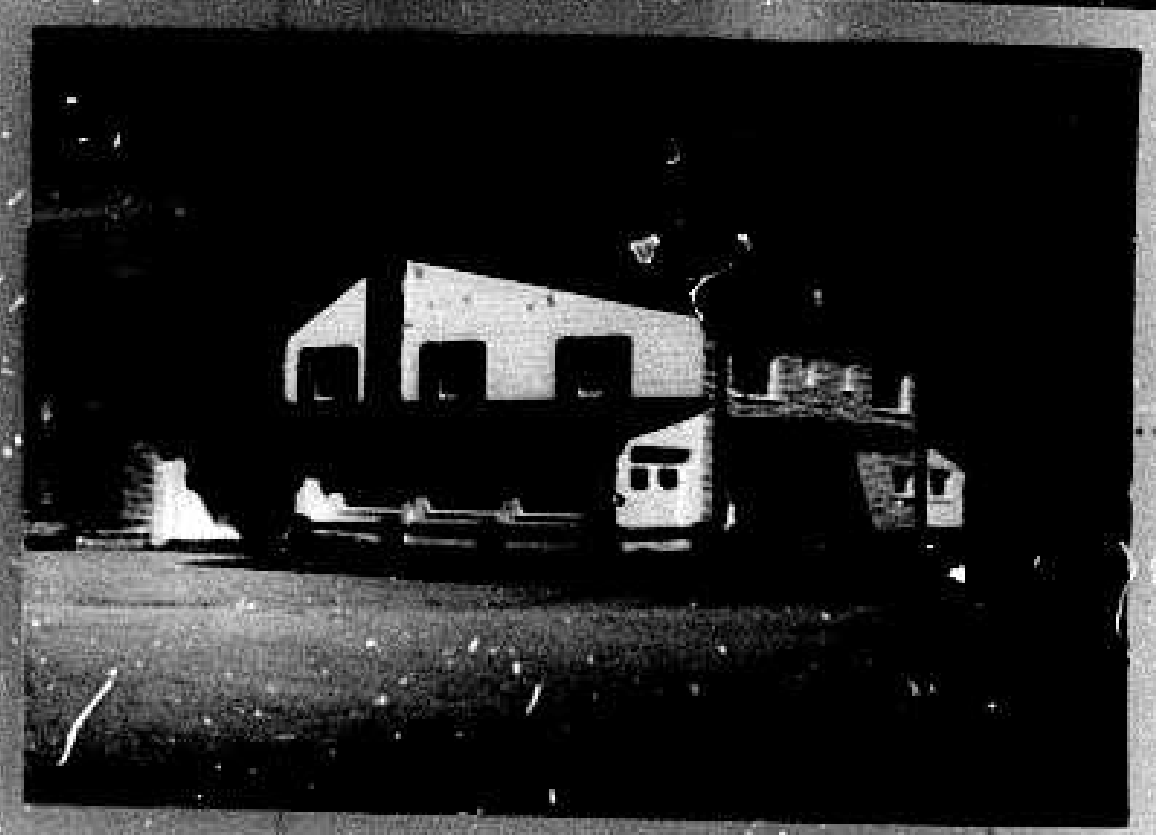
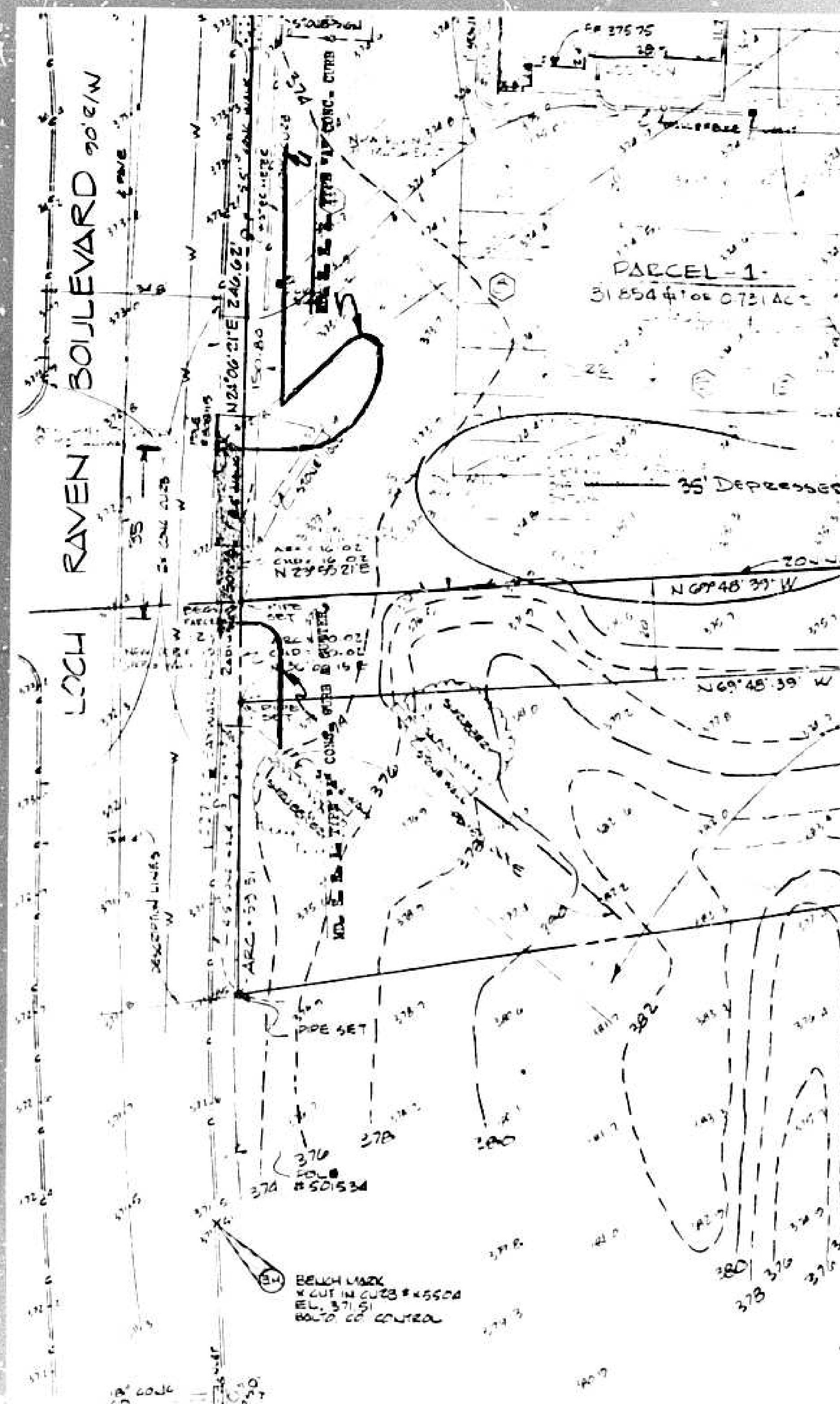
Petitioner: Arthur F. Onas & Sons, Inc.

Petitioner's Attorney: F. Vernon Pomeroy, Esq.

Reviewed by: Nicholas B. Commodari
Nicholas B. Commodari
Chairman, Zoning Plans
Advisory Committee

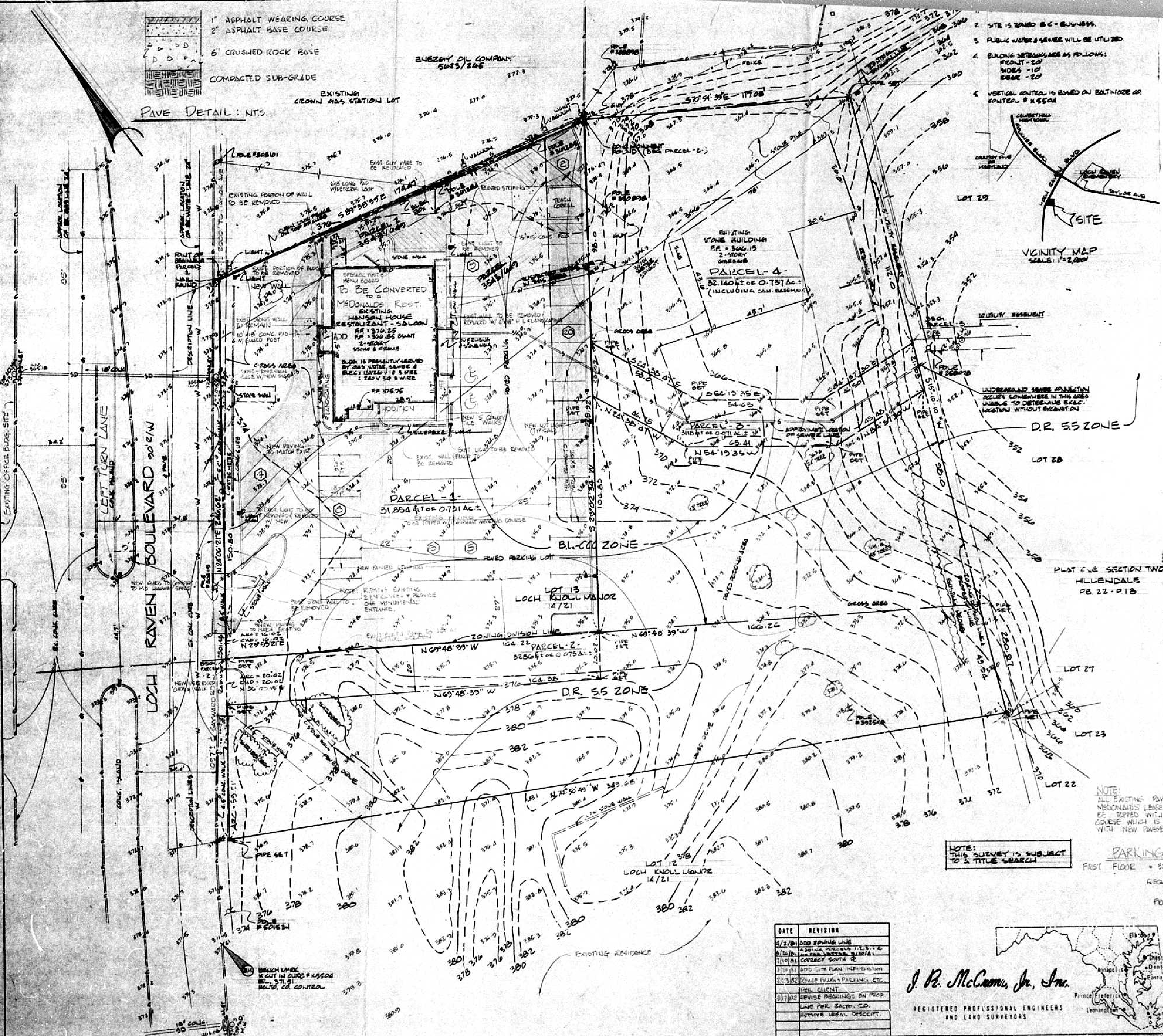
CERTIFICATE OF POSTING ZONING DEPARTMENT OF BALTIMORE COUNTY Towson, Maryland

District: _____ Date of Posting: 5/24/81
Posted for: Arthur F. Onas & Sons, Inc.
Petitioner: Arthur F. Onas & Sons, Inc.
Location of property: 1887 feet North of Baywood Road, East side of Loch Raven Boulevard
Location of Signs: Building with sign
Remarks: _____
Posted by: William E. Hammond Date of return: 5/24/81
Signature: _____
Number of Signs: 1



- 1" ASPHALT WEARING COURSE
- 2" ASPHALT BASE COURSE
- 6" CRUSHED ROCK BASE
- COMPACTED SUB-GRADE

PAVE DETAIL: NTS.



- 2. SITE IS ZONED B-C - BUSINESS.
- 3. PUBLIC WATER & SEWER WILL BE UTILIZED.
- 4. BUILDING SETBACKS AS FOLLOWS:
FRONT - 20'
SIDES - 10'
REAR - 20'
- 5. VERTICAL CONTROL IS BASED ON BALTIMORE OR CONTROL # X 5504

VICINITY MAP
SCALE: 1" = 2,000'

D.R. 55 ZONE

PLAT C-6 SECTION TWO
HILLENDALE
PB 22-018

NOTE:
ALL EXISTING PAVED AREA ON
McDONALD'S LEASE AREA IS TO
BE TOPPED WITH A 1" WEARING
COURSE WHICH IS TO BE LEVEL
WITH NEW PAVEMENT AREAS (SEE).

NOTE:
THIS SURVEY IS SUBJECT
TO A TITLE SEARCH

PARKING CALCULATIONS

FIRST FLOOR = 32,912 SQ. FT. = 45.18
REQUIRED = 66 SPACES
PROPOSED = 55 SPACES

Item #130

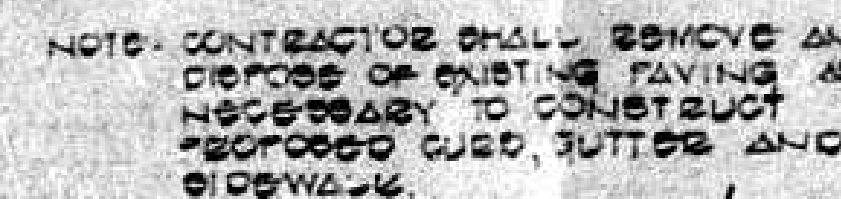
DATE	REVISION
4/2/81	ADD ROWING LINE
5/10/81	REVISION TO E.S. & C.
11/10/81	CONTRACT SOUTH 2E
11/15/81	ADD CURVE RADIUS INFORMATION
12/13/81	REVISE ELEVATION, PAVEMENT, ETC.
1/17/82	LOCAL CLIENT
1/17/82	REVISE DRAWINGS ON PROP.
	LINE PER BALTO. CO.
	FOR THE LEGAL DEPT.

J. R. McCann, Jr., Inc.

REGISTERED PROFESSIONAL ENGINEERS
AND LAND SURVEYORS



Scale: 1"=20'	TOPOGRAPHICAL SURVEY	Sheet No. 1 of 1
Drawn By: J. R. McCann, Jr.		State of Maryland
Approved By: J. R. McCann, Jr.	OF LOGS & OF 2571 SEPT	Seal
Date: FEB 19, 1981	THE ARTHUR F. GUNN & SONS, INC. PROPERTY	John T. Gathen
Job No: 11003090	LOCH RAVEN BOULEVARD	
Holder: Bal	9th ELECTION DIST. - BALTIMORE 12, MD.	
File No: J-8-59-A	SITE # 122-19	
	McDONALD'S CORPORATION	

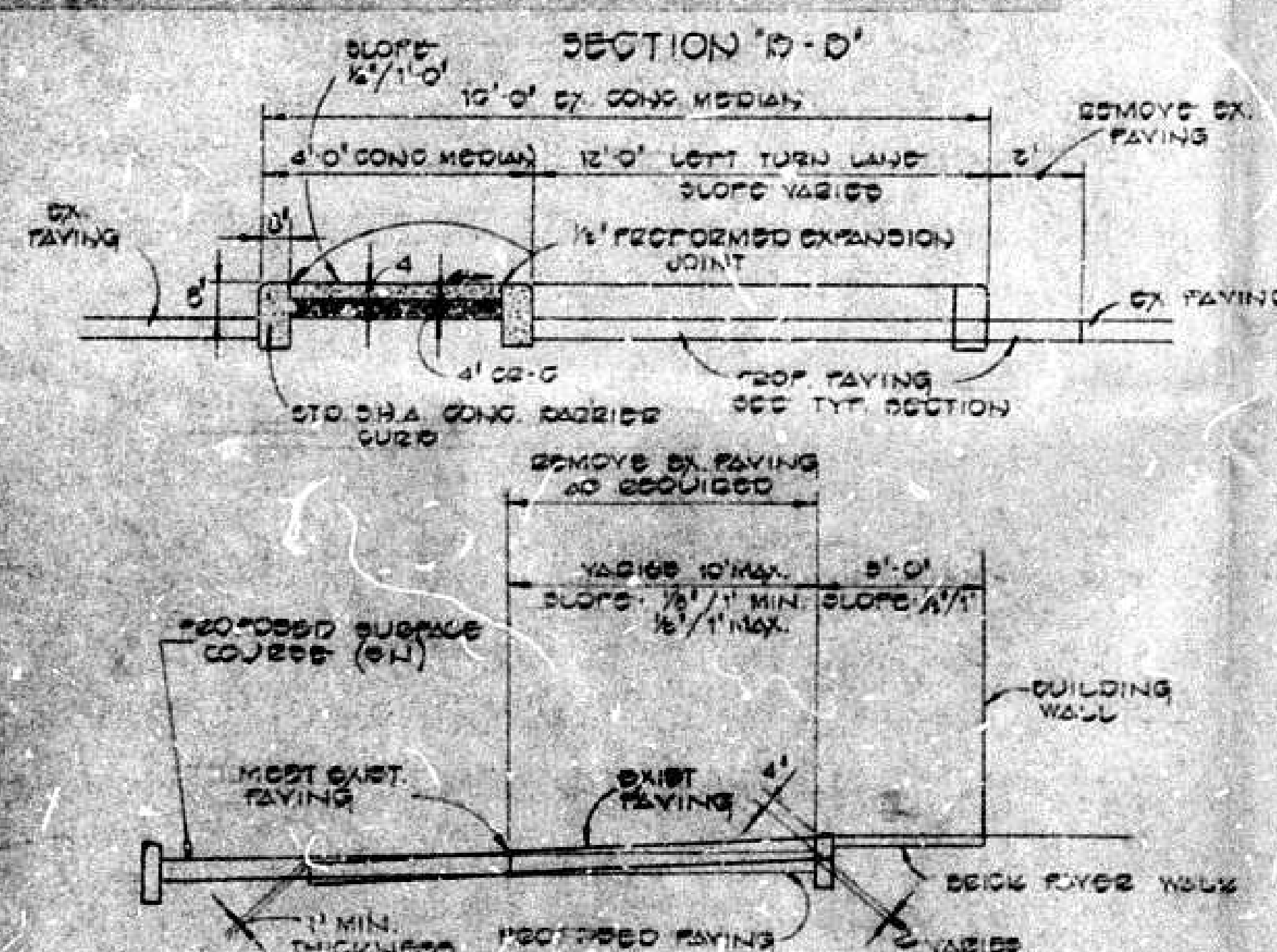


CONSTRUCTION SEQUENCE

1. OBTAIN GRADING PERMIT (FEB. 1983).
2. INSTALL SILT FENCE AS SHOWN (FEB. 1983).
3. REMOVE EXISTING WALLS, PAVING OTHER TOPOGRAPHIC FEATURES DESIGNATED. (FEB. 1983).
4. PLACE AREAS TO BE PAVED INSTEAD OF SUBGRADE ELEVATIONS (FEB. 1984).
5. INSTALL CONDUIT AND OTHER UTILITIES IN AREAS TO BE IMPROVED. (FEB. 1983)
6. INSTALL NEW CURB, CURB AND GUTTER, SIDEWALKS AND PAVEMENT AREAS AS SHOWN ON PLAN. (MARCH 1983)
7. BEGIN RENOVATION OF EXISTING BUILDING (MARCH 1983)
8. SOO ALL DISTURBED AREAS NOT TO BE PAVED. (MARCH 1983)
9. DELINEATE PARKING SPACES, INSTALL TRASH CORRAL AND COMPLETE BUILDING RENOVATIONS. (MARCH 1983-MAY 1982).
10. MAINTAIN SOODED AREAS DURING CONSTRUCTION PERIOD AND REMOVE SILT FENCE UPON APPROVAL OF BALTIMORE COUNTY.

GENERAL NOTES

1. TOTAL AREA OF SITE = 1.968 AC. ± OR 85751 SQ. FT.
 2. SITE IS ZONED BC BUSINESS.
 3. PUBLIC WATER AND SEWER WILL BE UTILIZED.
 4. BUILDING SETBACKS ARE AS FOLLOWS:
FRONT 20'
SIDE 10'
BACK " 30'
- SEE NOTE SOUTH
NOW PAVING AC
PAVEMENT
5. VERTICAL CONTROL IS BASED ON BALTIMORE COUNTY #1-8504
7' CUT IN CH. ELEV. +371.51
 6. CONTRACTOR SHALL NOTIFY MISS UHLEN (1-559-0100) THREE (3) DAYS
PRIOR TO BEGINNING ANY WORK SHOWN HEREON.
 7. EXISTING TOPOGRAPHIC INFORMATION SHOWN HEREON DERIVED FROM TOPOGRAPHIC
SURVEY PREPARED BY M. CRONE ASSOCIATES DATED FEB. 19, 1981.
 8. A. VEHICLE TRAFFIC SHALL BE MAINTAINED ALONG LOCH RAVEN BOULEVARD
DURING ROAD CONSTRUCTION.
B. AT NO TIME SHALL LESS THAN TWO LANES IN EACH DIRECTION BE FULLY
OPEN TO TRAFFIC.
C. THE CONTRACTOR SHALL POST FLAGMEN TO DIRECT TRAFFIC 100 YARDS AHEAD
FROM CONSTRUCTION AREA. TRAFFIC CONES SHALL BE PLACED TO DIRECT
LANE CHANGES.
D. ILLUMINATED TRAFFIC BARRIERS SHALL BE PLACED AROUND ROAD CONSTRUCTION
AREA AS DIRECTED BY THE ENGINEER.
 9. CONSTRUCTION WITHIN STATE ROAD R/W SHALL BE PROHIBITED BETWEEN THE
HOURS OF 6-9 a.m. AND 4-6 p.m.



SECTION 'A-A'
SCALE 1"=5'

NOTE 1 CONTRACTOR SHALL PROVIDE A SLOPE FROM CURB EDGE ALONG STREET MOVEMENT CUT, APPLY JACK COAT OF HOT ASPHALT.

2 CONTRACTOR SHALL REROOM EXISTING EXISTING PAVEMENT SURFACE AND APPLY AN ASPHALT EMULSION GAG OR POOL COAT AT THE RATE OF 0.4 GAL. S.Y.

3 PARKING SPACES, LANE DELINEATION AND OTHER PAINTED TRAFFIC MARKINGS TO BE PAINTED ON FINISHED SURFACE WITH WHITE TRAFFIC PAINT.

4 CONTRACTOR SHALL APPLY SURFACE OVERLAY IN A MANNER NOT TO CREATE A SURFACE WATER.

PARKING DATA:

FIRST FLIGHT 2000.00 - 50	65.18
EQUIP	90
PROFESSOR	57
ONE D.B.A. CASE *	130

Ronald B. Carter
RONALD B. CARTER

1-17-1983
DATE

PLANS APPROVED
OFFICE OF PLANNING & ZONING

BY D.E. Glick
PLANNING
DATE 5/7/83
BY Amir
ZONING COMMISSIONER
DATE 4/19/83
82-275
C-198-83

TYPICAL SHA PAYMENT SECTION

GENERAL NOTES:

1. McDonald's Road Sign and Base are by the Sign Contractor. Conduit and Wiring are by the General Contractor.
2. Bases, Anchor Bolts, Conduit, and Wiring for All Other Signs are by the General Contractor.
3. "X" Empty Conduit to Locations Shown at the Lot Perimeter for Lot Lighting is by the General Contractor. Lighting Fixtures, Bases, Poles, Conduit, and Wiring are by the Owner/Operator.
4. Bases for Flagpoles are by the General Contractor. Anchor Bolts are by the Flagpole Supplier.
5. Proposed Utilities are Shown in Schematic Only. Exact Locations shall be Field Determined to Allow for the Most Economical Installation.
6. The Contractor shall Coordinate with All Utility Companies to Determine Exact Point of Service Connection at Existing Utility. Refer to the Building Electrical and Plumbing Drawings for Utility Service Entrance Locations, Sizes, and Circuits.
7. All Elevations Shown are in Reference to the Benchmark and must be Verified by the General Contractor At Groundbreak.
8. Finish Walk and Curb Elevations shall be 6" Above Finish Pavement.
9. All Landscape Areas shall be Rough Graded to 6" Below Top of All Walks and Curbs. Finish Grading, Landscaping, and Sprinkler Systems are by the Owner/Operator.

PAVING SPECIFICATION:
Minimum 3" Total Compacted Asphalt Thickness

A hand-drawn diagram of a three-layer cable. It consists of three concentric circles. The outermost circle is labeled 'SURFACE COAT' with an arrow pointing to it. The middle circle is labeled 'BASE COAT' with an arrow pointing to it. The innermost circle is labeled 'SURFACE BUT' with an arrow pointing to it. The circles are drawn with a rough, hand-drawn style.

Note: McDonald's Engineer Reserves The Right To Request A Compression Test And/Or A Core Sample. If Tests Prove Correct, Per Above Specifications, Tests Will Be At The Expense Of McDonald's. Otherwise G.C. Will Be Charged.

LOT LIGHTING RECOMMENDATION:

Revised
198-83 3/30/83

Note: Electrical Contractor To Circuit Lot Lighting As Noted.

PARKING INFORMATION:

Total Spines	40 STANDARD	Spaces	15	x	8.5	@	30
	10 STANDARD	Spaces	15	x	3	@	30
	4 STANDARD	Spaces	15	x	3	@	40
	2 HANDICAPPED	Spaces	15	x	10	@	20

UTILITY INFORMATION:

	Size:	Type:	Location:
Sanitary Sewer	EXISTING	SEWER	REAR OF LOT
Water	24"	COCH	W/AYEN BLVD.
Storm Sewer	18"	R/C F	COCH W/AYEN BLVD
Electric		ELECTRIC	150/120 V 16 SWIRE BX 500' 150 V 24 SWIRE
Gas	24"	COCH	W/AYEN BLVD.

SURVEY INFORMATION:

Prepared By: FISHER, COLLINS & CARTER
CONSULTING ENGINEERS / LAND SURVEYORS
8888 COURT AVENUE
BELLGOTT CITY, MARYLAND 21018
Dated: 8-1-82

LEGEND:

Sanitary Sewer	S	Gas	G
Water	W	Loc Light	LL
Storm Sewer	ST	Existing Elevation	(76.5)
Electric	E	Proposed Elevation	77.0

PLAN SCALE: 1" = 20'

STREET ADDRESS:
6011 LOCH RAVEN BLVD

CITY: BALTIMORE STATE: MARYLAND

COUNTY:

5TH ELECTION DIST. BALTIMORE C

SITE MICROFILM

PLAN APPROVALS:		Date:
Signature (2 required)		
Regional Mgr.		
Const. Mgr.		
Operations		
CO-SIGN SIGNATURES:		
Contractor		
Owner		

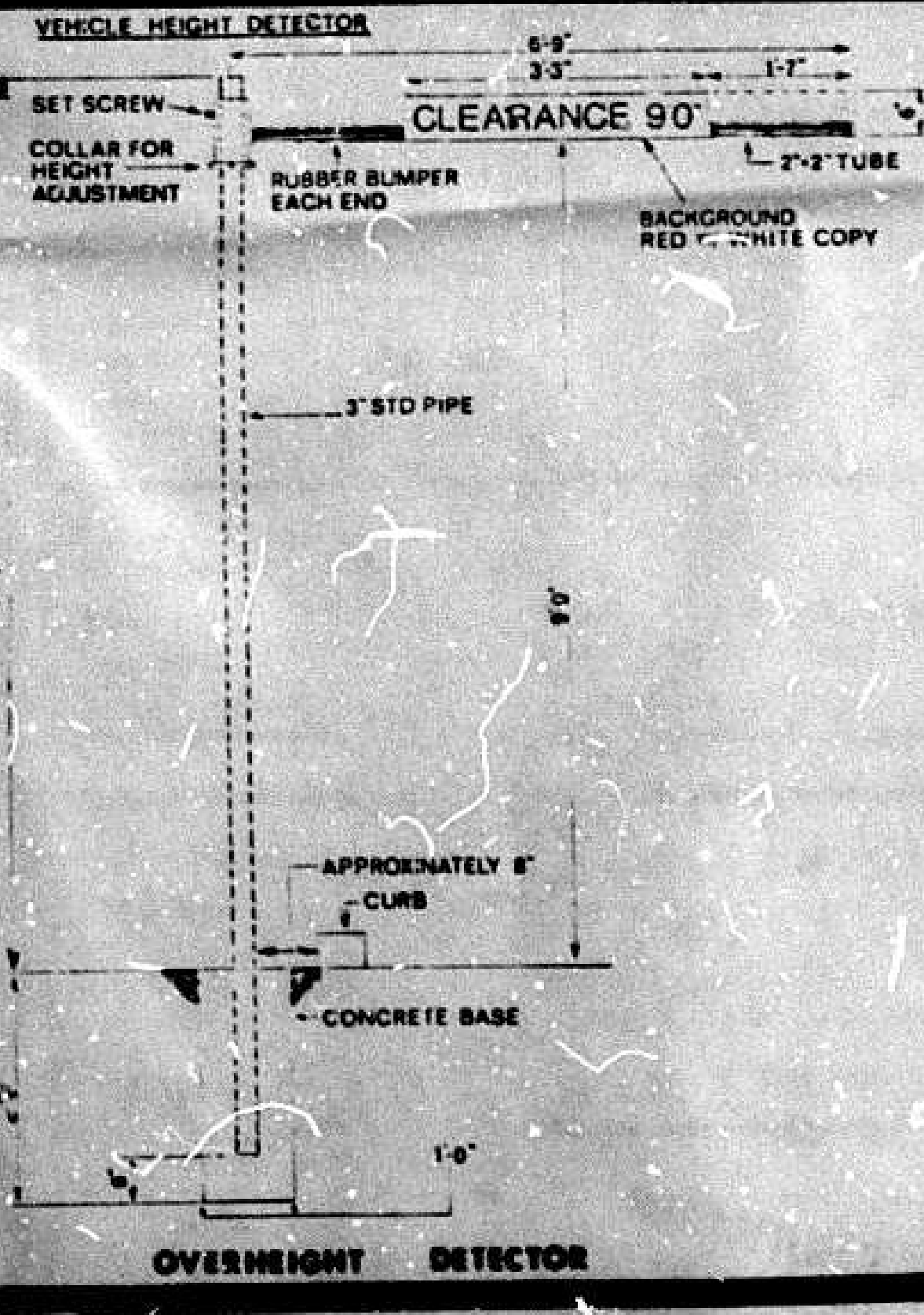
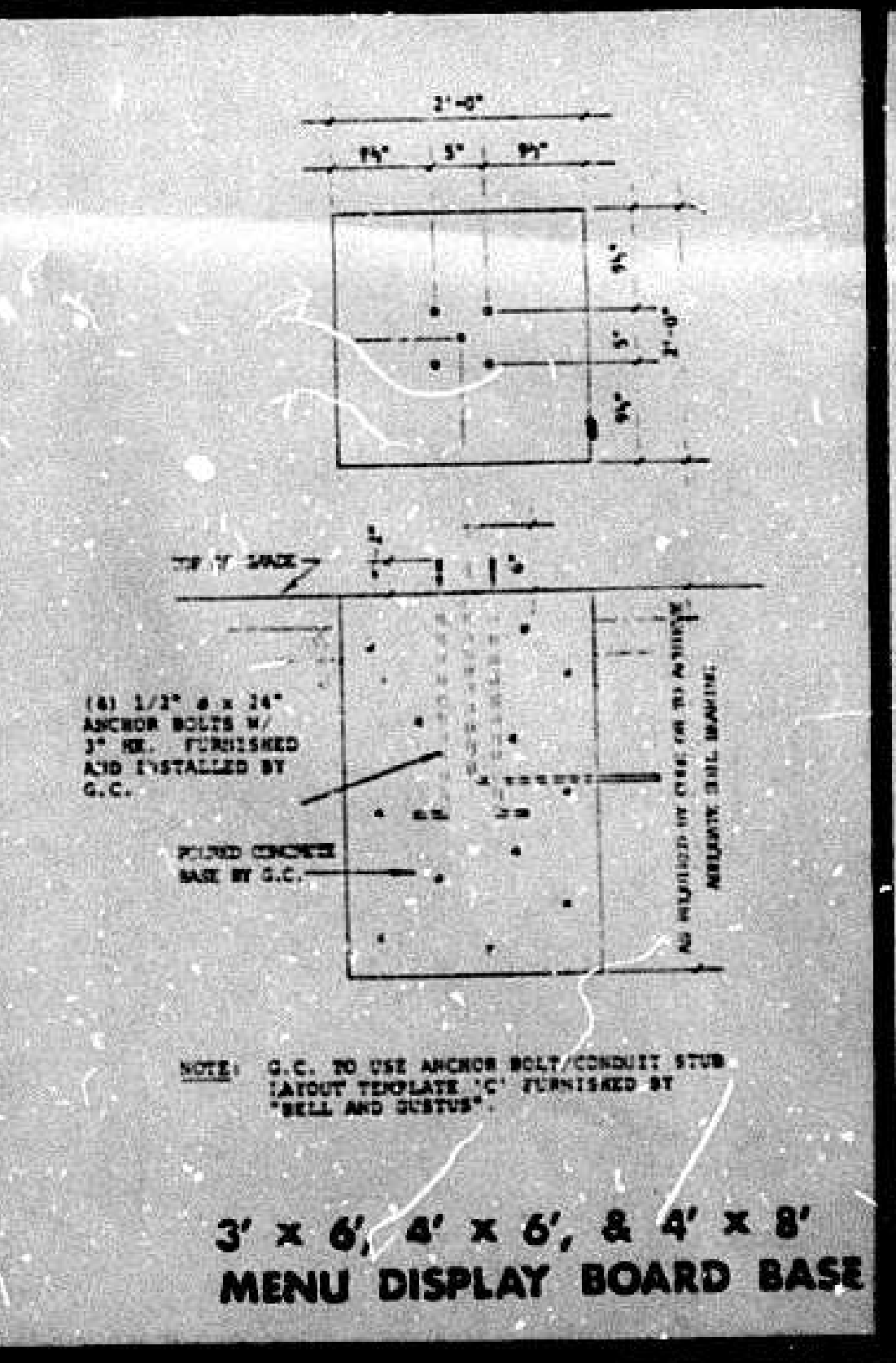
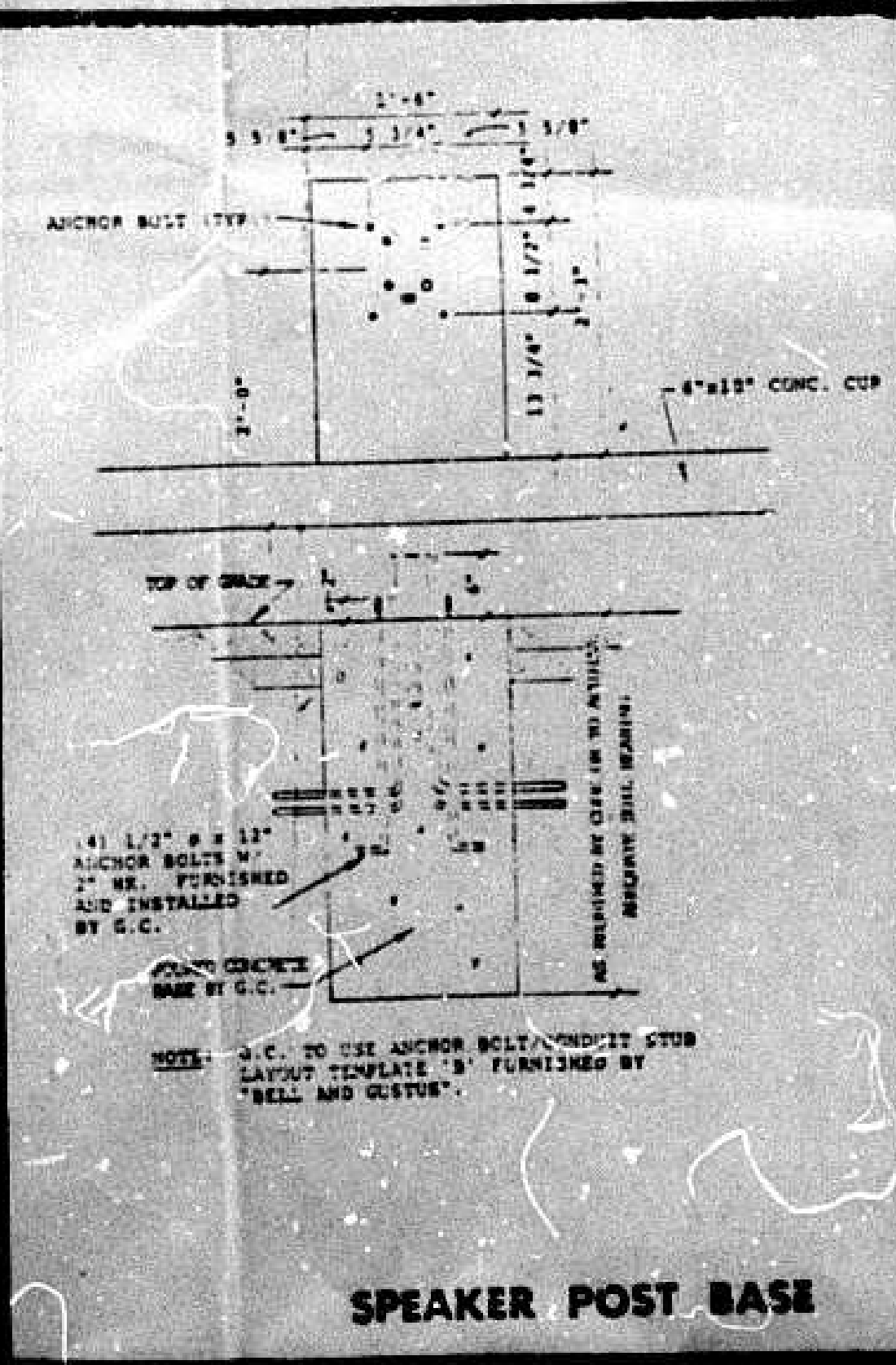
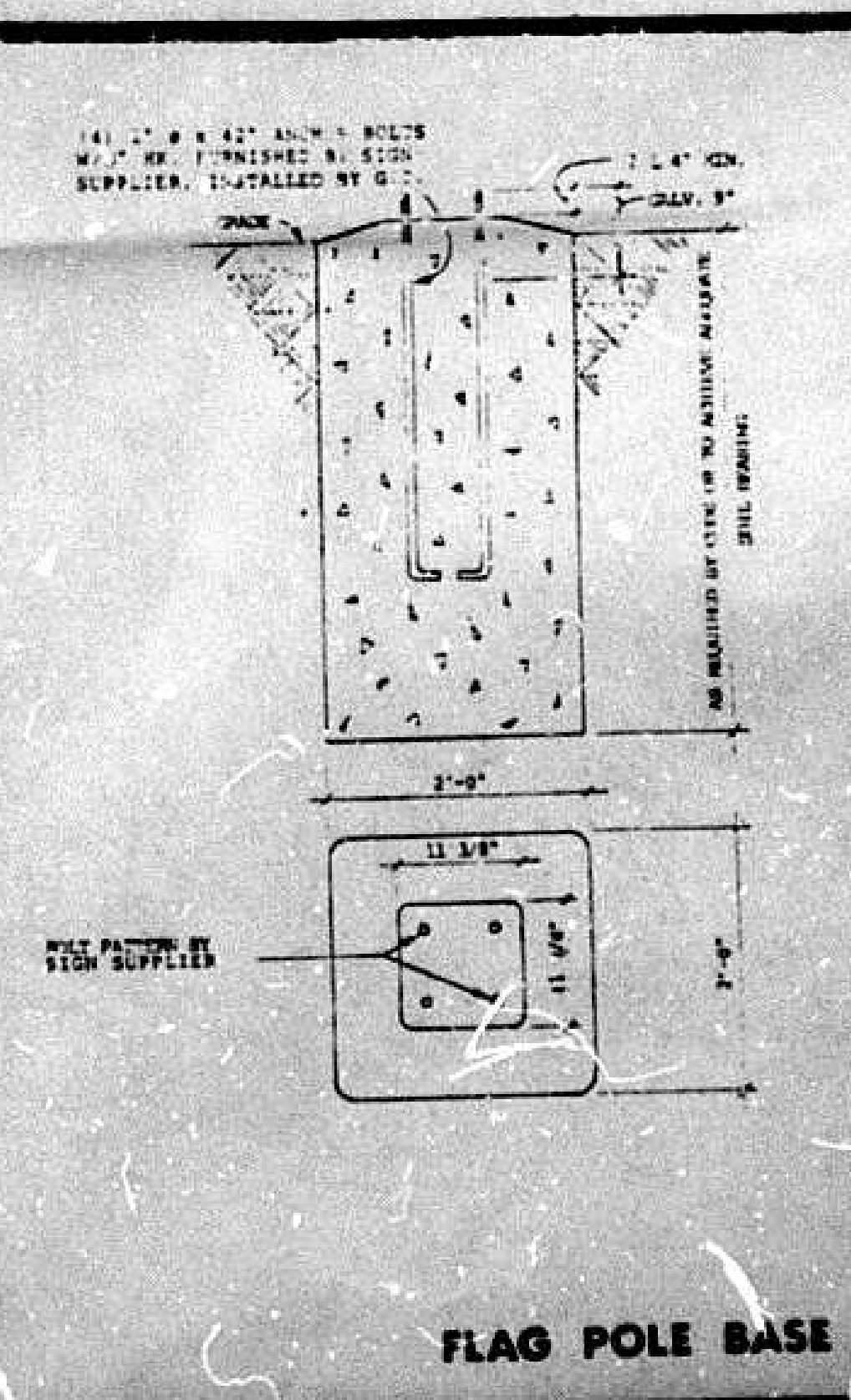
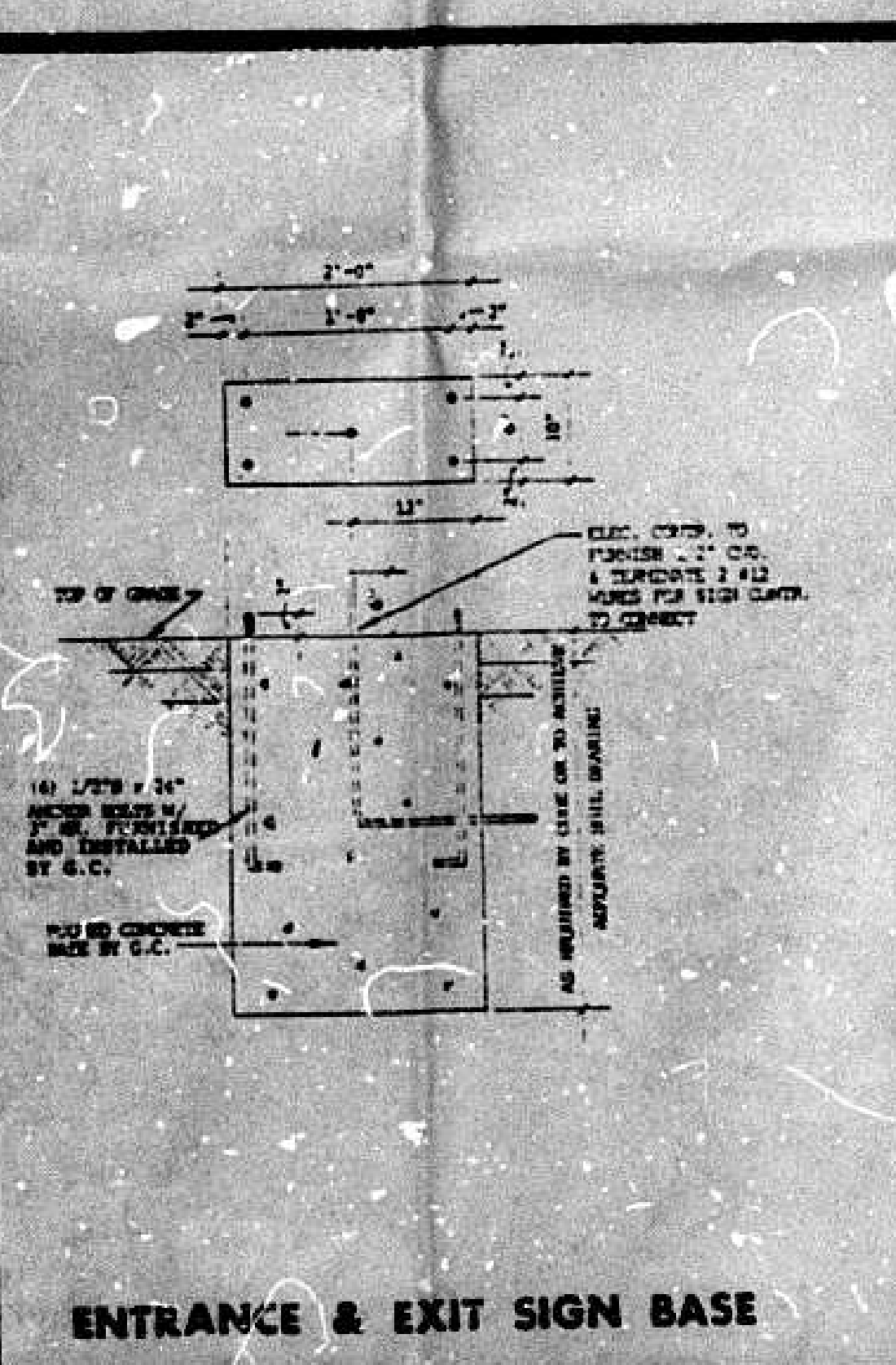
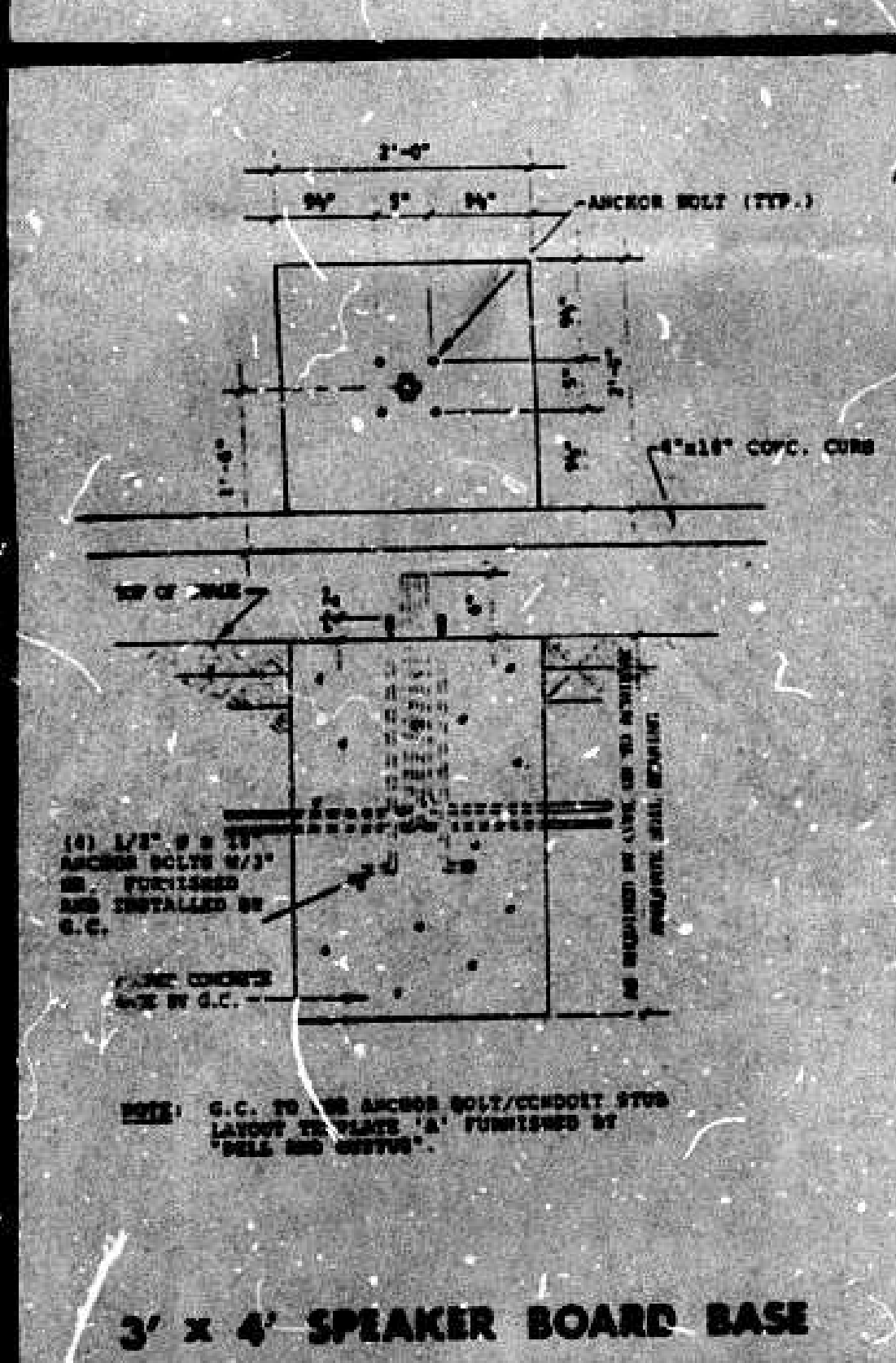
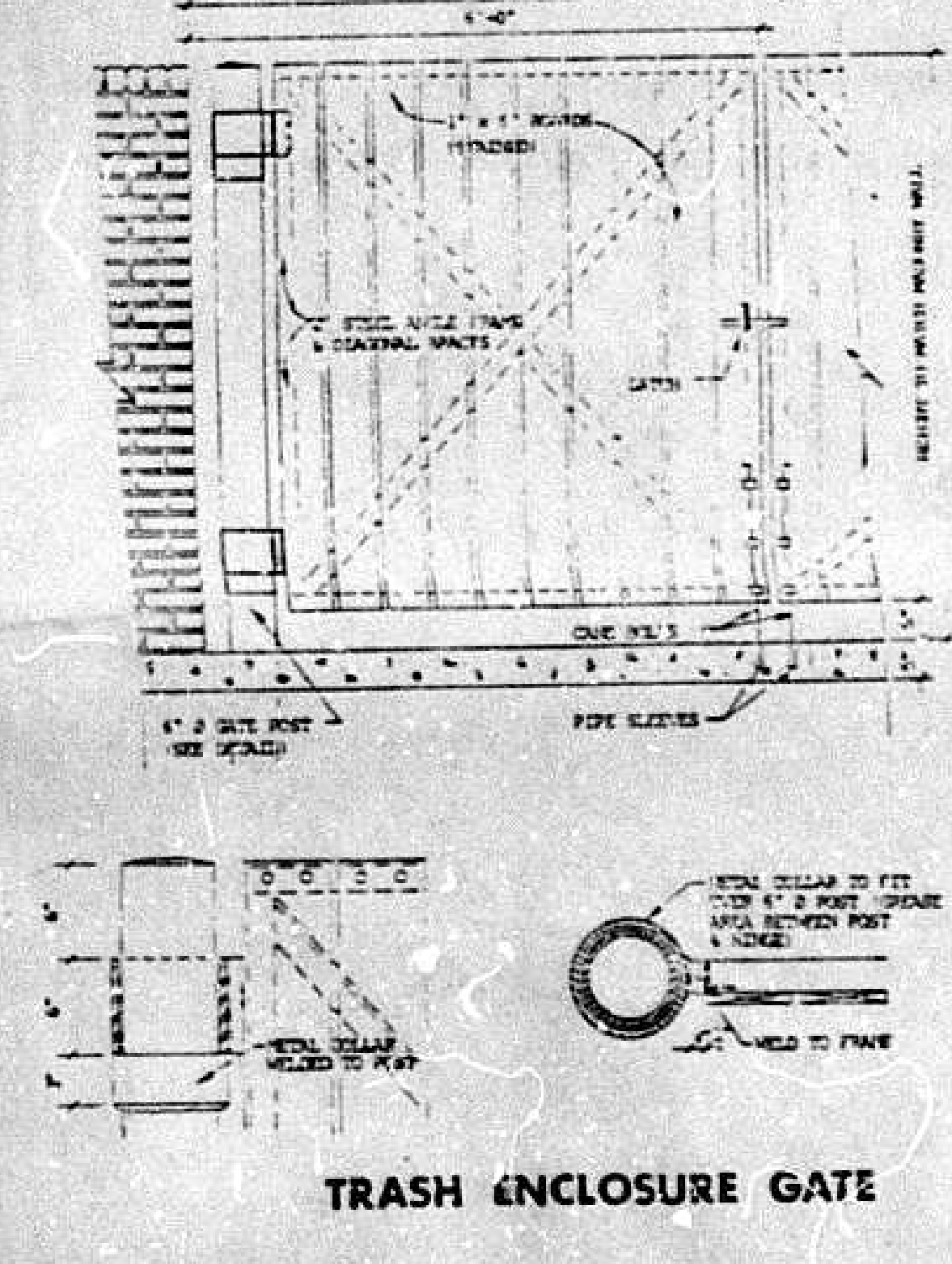
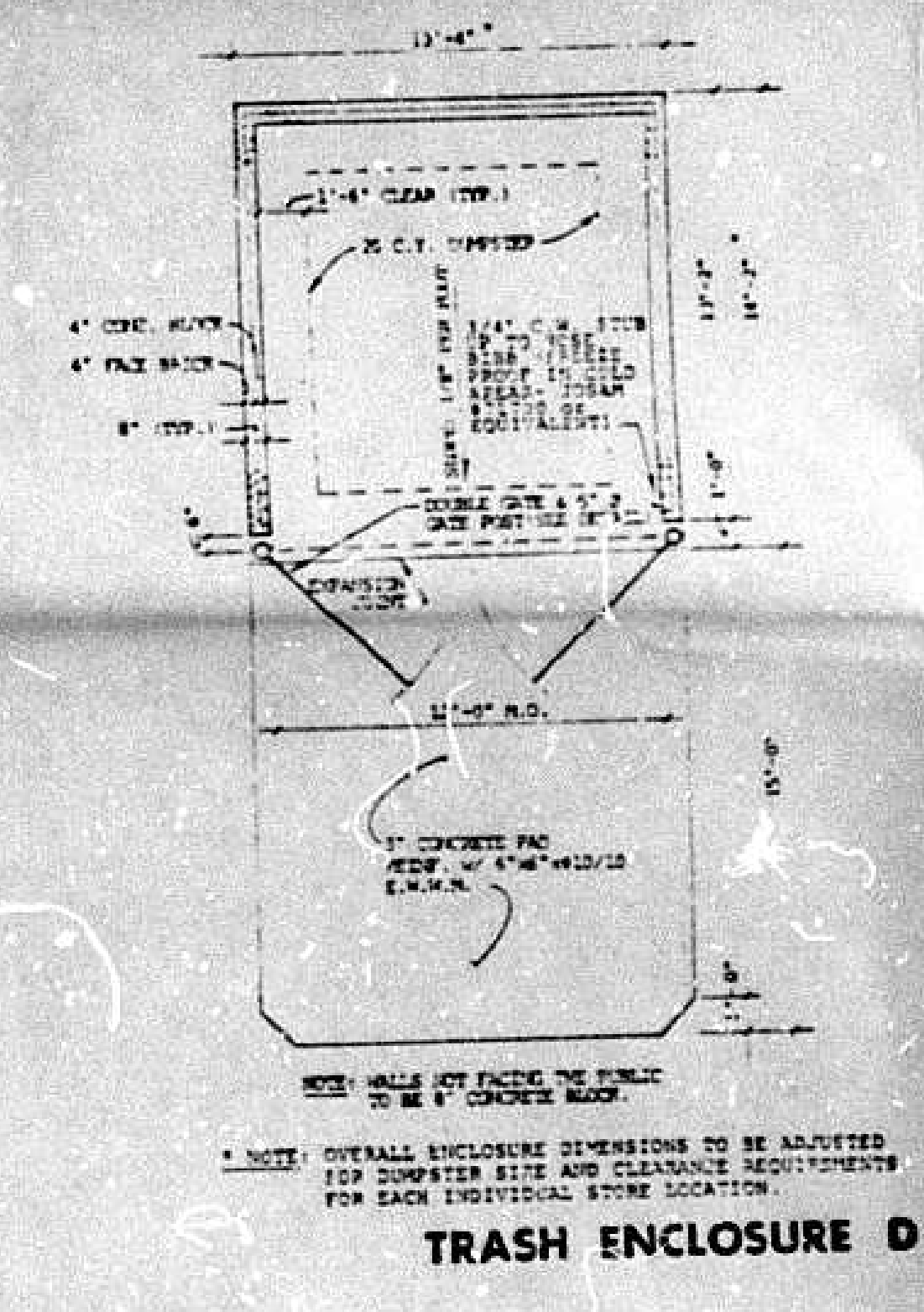
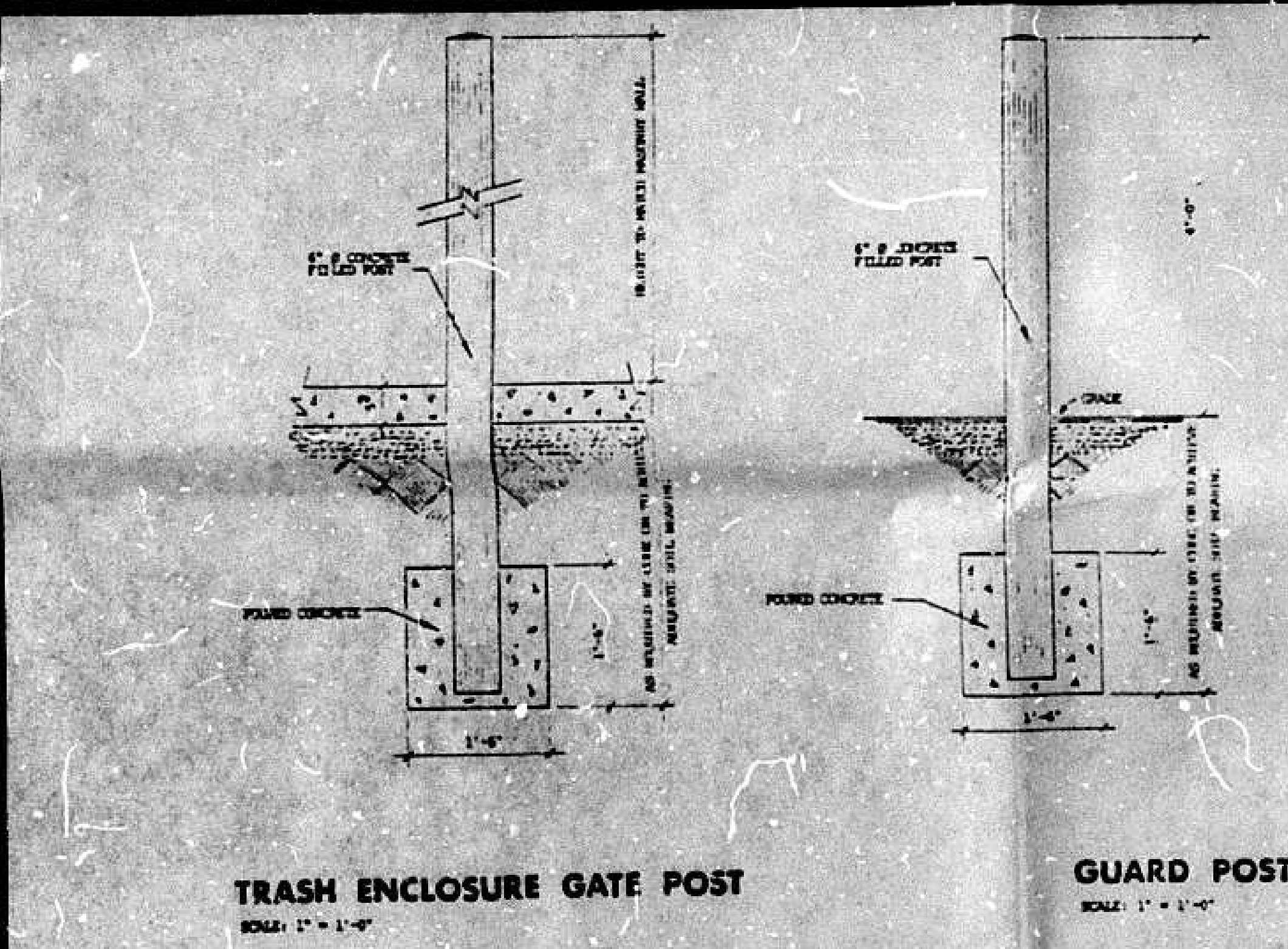
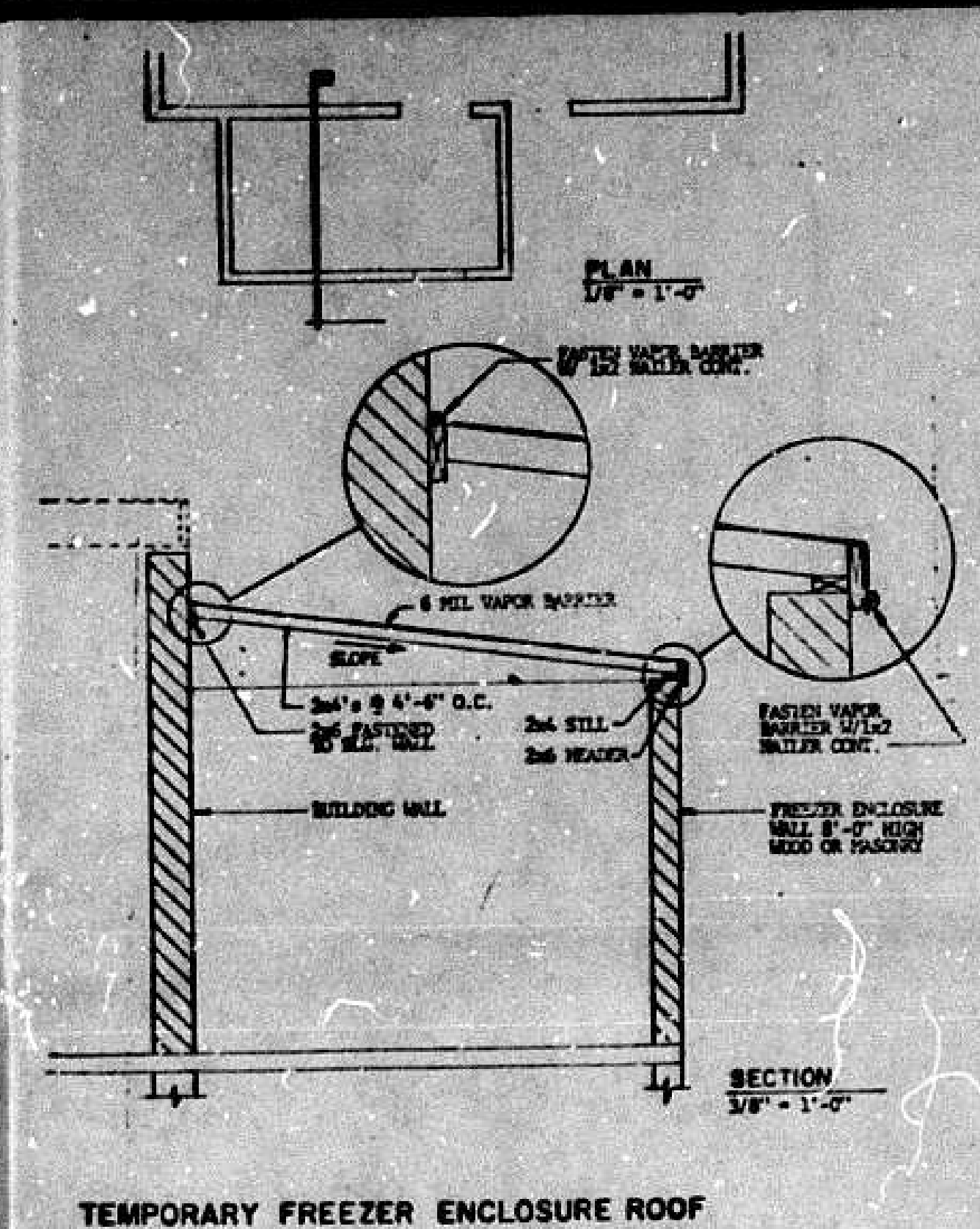
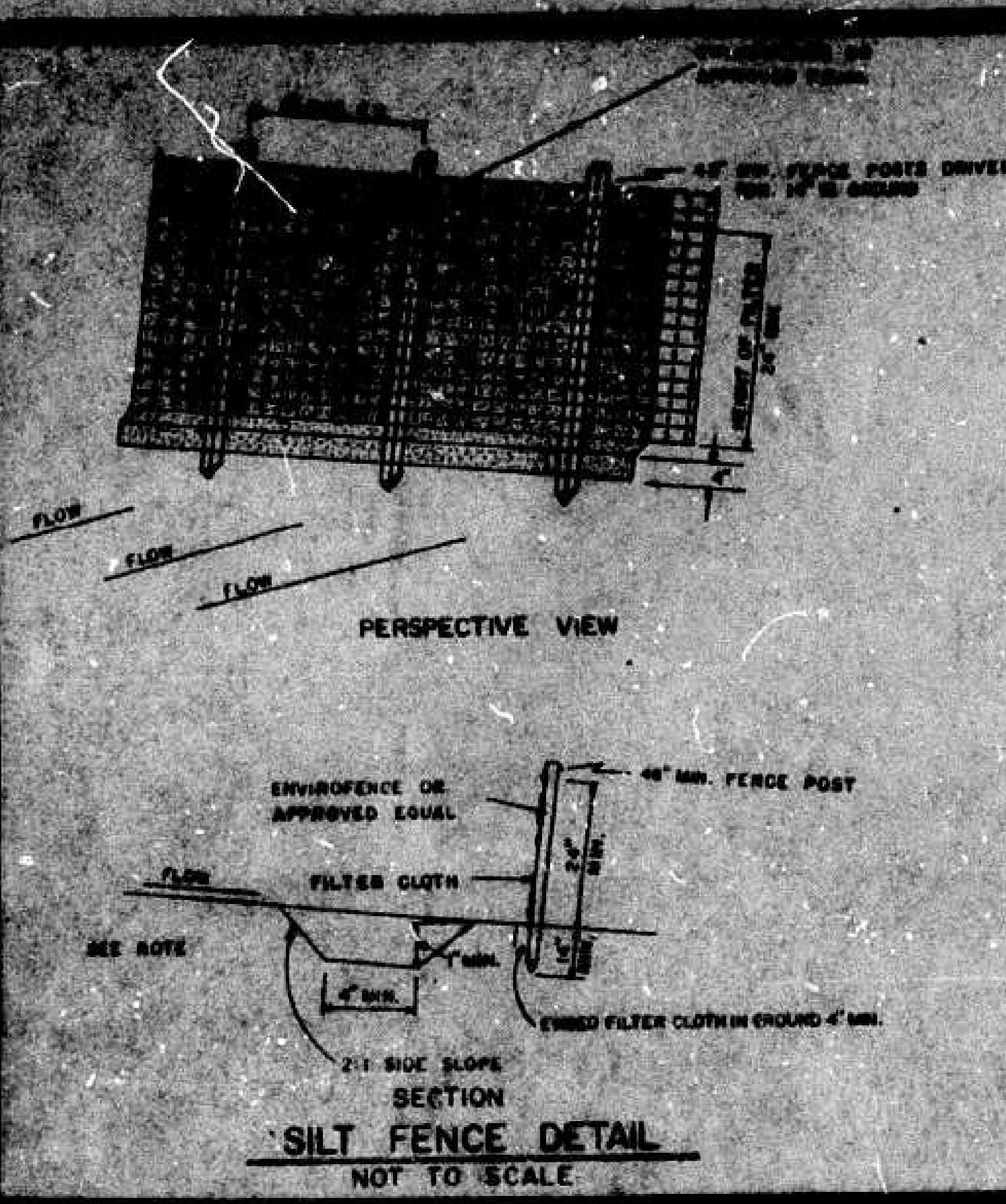
McDonald's®

PLAN STATUS		
Description	Date	By
Preliminary Drawn		6
Revisions		7
1		8
2		9
3		
4		

REGIONAL DIST. NO.: 200-19

CORPORATE DWG. NO.:

SP- 1 OF 3



Revisions	
No.	By

Date Drawn: 1-7-81
 Drawn By: PIF
 Checked By:
 Job No.

McDonald's

The entire building design and the "s" logo design shown in these drawings are trademarks of McDonald's Corporation, registered in the U.S. Patent and Trademark Office.

Drawn For:
 McDonald's Corporation
 McDonald's Plaza
 Oak Brook, Illinois 60521

SITE DETAILS

McDonald's