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. Legal Owner(s): CORPORATION ARTHUR F GNAU & SONS INS Print Name) seem mes 114 Boxley Ave. Towson MD 2120Name, address and phone number of legal owner, con-tract purchaser or representative to be contacted EDWARD T. WEITZEL 214 KINKICK PERCE TIMONIUM, Met 21093 561-1953 Attorney's Telephone No.: __828-9441____

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

County, on the _____ day of ____ June _A._M.

(over)

Maryland Department of Transportation

State Highway Administration

gwell K. Bridwell M. S. Celtrider

28

- Mr. W. Hammond

struction.

CL:GW:maw

Attachment

cc: Mr. J. Wimbley

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 Property Owner: Arthur F. Gnau & Sons, Inc. Location: E/S Loch Raven Blvd. Route 542, 1097' N. from centerline of Sayward 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:

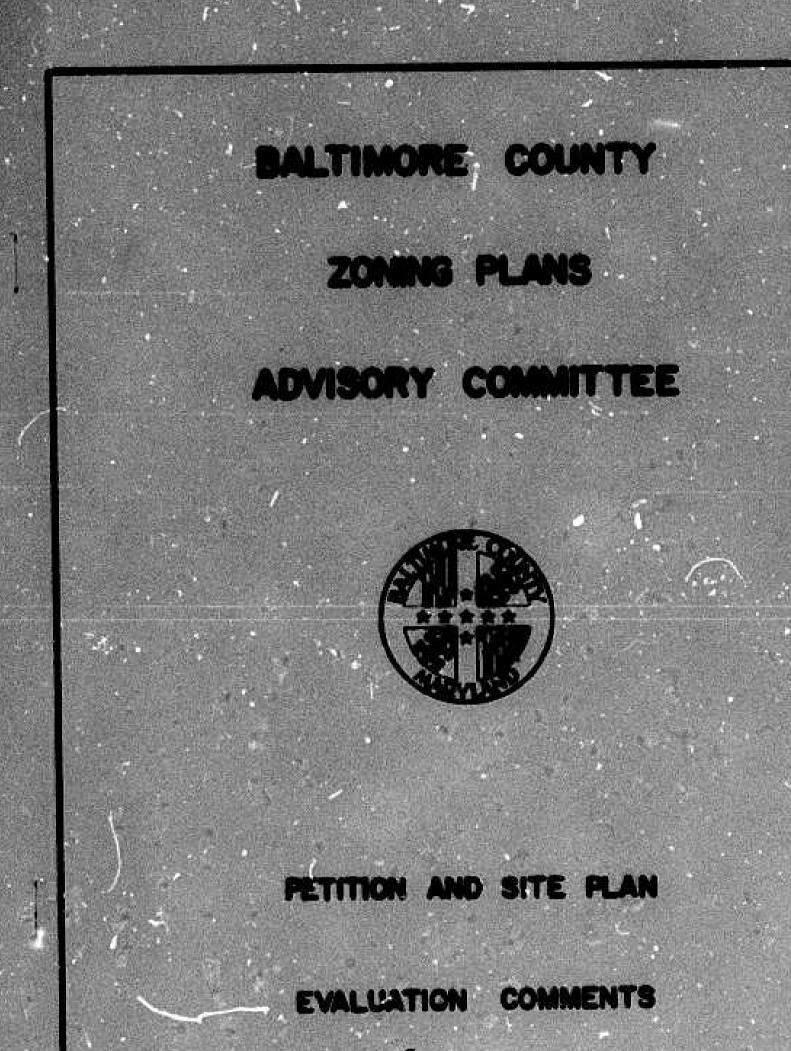
On review of the site plan of February 19, 1982, the State Highway Administration finds the plan generally acceptable however, revisions will be required.

The revisions should be as follows:

- 1. The entrance rote should be stated as follows: Remove existing 2-entrances and provide one 35' depressed entrance.
- 2. S.H.A. Type "A" concrete curb and gutte: 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

> My telephone number is (301) 659-1350 Teletypewriter for Impair d Hearing or Speech 383-7555 Baltimore Metro - 565-0451 D.C. Metro - 1-800-492-5062 Statewide Toll Free P.O. Box 717 / 707 North Calvert St., Battimore, Maryland 21203 - 0717



posted in the amount of \$15,000.00 be posted to guarantee con-

I am sending a sketch showing the revisions.

April 7, 1980

Very truly yours,

Ohmbie

By: George Wittman

Bureau of Engineering

Charles Lee, Chief

Access Permits

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

June 8, 1982

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

Nicholas B. Commoder.

Chairman

Bureau of Engineering Separtment of Traffic Engineering

industrial

Development

State Roads Commiss Bureau of Fire Prevention Health Department Project Planning Building Department Board of Education Zoning Administration F. Vernon Boczer, Esquire 614 Bosley Avenue Towson, Yaryland 21204

> Petitioner - Arthur F. Gnau & Sons, Inc. Variance Petition

Dear Mr. Boozer:

The Zoning Plans Idvisory 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.

> acheles & Commodan, NICHOLAS B. COMMODARI Chairman Zoning Plans Advisory Committee

MBC : bac Enclosures cc: J. R. McCrone, Jr., Inc. 20 Ridgely Avenue Annapolis, Md. 21401 Edward T. Weitzel 2147 Kimrick Place

Timonium, Md. 21093

DEPARTMENT OF PUBLIC WORKS TOWSON, MARYLAND 21204

HARRY I PISTEL P. E. DIRECTOR

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

> Re: Item #190 (1981-1982) Property Owner: Arthur P. Gnau & Sons, Inc. E/S Loch Raven Blvd. 1097' N. from centerline of

Acres: 1.9 District: 9th

May 14, 1982

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 ((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).

MOBERT A. MORTON, P.E., Chief Bureau of Public Services

RAM: EAM: FWR: 55

oc: Jack Wimbley William Munchel

31 & 32 NE 7 & 8 Pos. Sheet N-NW Kay Sheet .W 8 B Topo 70 & 90 Tax Maps

STEPHEN E. COLLINS

battimore county

May 7, 1982

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

department of traffic engineering

TOWSON, MARYLAND 21204

Item No. 190 Property Owner: Location: Existing Zoning: Proposed Zoning. - ZAC - Meeting of April 6,1982 Arthur F. Gnau & Sons, Inc. e/s Loch Raven Blvd., 1097' n. from centerline of Sayward Road Variance to permit 53 parking spaces in lieu of the required 66.

Acres: District:

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.

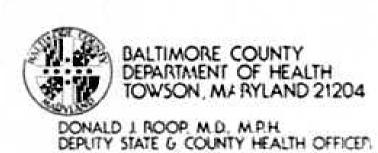
1.9

The entrance as shown is subject to the State Highway Administration approval and comment.

C. Richard Moore

Assistant Traffic Engineer Planning & Design

CPM/bza



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

Arthur F. Gnau & Sons, Inc. Location: E/S Loch Raven Blvd. 1097' N. from center-

line of Sayward Road Existing Zoning:

Proposed Zoning: Variance to permit 53 parking spacer in lieu of the required 66

Acres: District:

Metropolitan water and rever 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 Be tion Environmental Support Services, Baltimore County Department of Health, for review and approval. Very truly fours,

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 wantedcast result in practical difficulty and unreasonable haráship upon the Petitioner(s) and the granting of the variance(s) requested with will not adversely effect the health, safety, and general welfare of the community, the variance(s) should sebends and be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 2800 _______ 19 82 ____ 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 I, 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 Transporta-

tion, 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.

FILING

F0R

RECEIVED

ORDER

DALILMORE COUNTY
DEFALTMENT OF PERMITS & LICENSES
TOWSON MARYLAND 21204
494-3900

Mr. William E. Hommond, Zoning Commissioner Office of Planning and Zouing County Office Building Toweum, Maryland

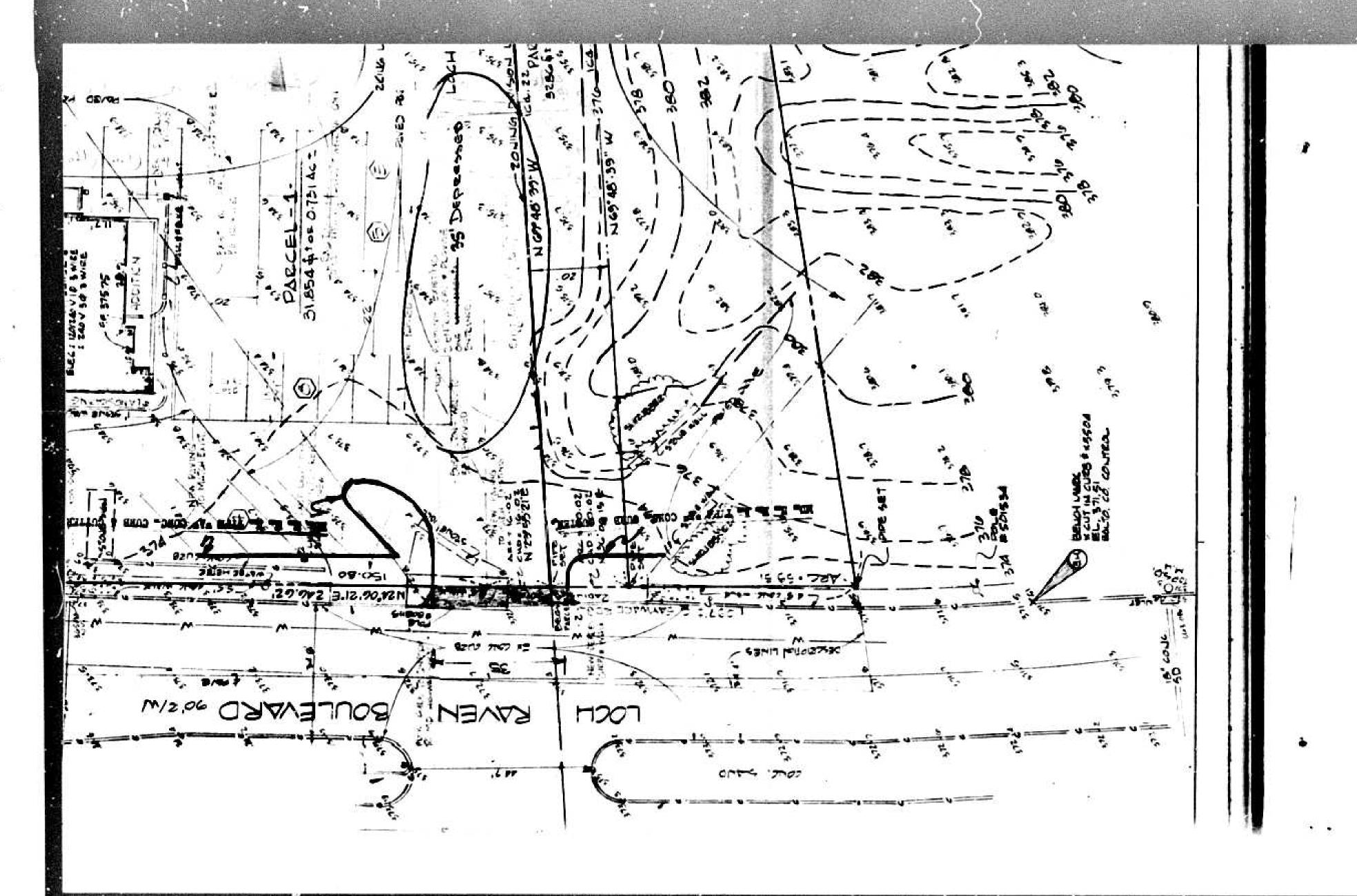
Comments on Item # 190 Zuning Advisory Committee Meeting

Variance to permit 53 parking spaces in lieu of the required 66.

- X A. All structure shall conford to the Baltimore County Building Code 1981/ Council Bill 4-82 State of Maryland Code for the Handicapped and Age ; and other applicable Codes.
- X B. A building/& other miscellanguing 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 Fugineer 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 401, line 2, Section 1407 and Table 1402.
- P. Requested variance conflicts with the Baltimore County Building Code,
- Section/s 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 neet 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/erem requirements of Table 505 and the required construction
- X I. comments Wood frame structures used for assembly purpose are only permitted one story in height (Table 505) unless completely sprinkled, See Section 500.1. 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 construct as the full extent of any permit. If desires additional information may be obtained by visiting Boom #122 (Plans hr /iew) at 111 West Chesapeake Ave., Townsn.

Yery truly yours.

Mishis (number Charles E. Durnham, 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,

Une trul- interest Wm. Nick Petrovich. Assistant Department of Planning

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

William E. Hammond Date_June 9, 1982 TO_Zoning Commissioner Norman E. Geiber, Director PROM . Office of Plansing and Zoning

SUBJECT Zoning Patition No. 82-275-A.

Arthur F. Gnou & Sons, Inc.,

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

Director of Planning and Zoning

NEG.JGH:slc

cc: Arlene January Shirley Hess

Attention: Nick Commodari, Chairman Zoning Plans Advisory Committee RE: Property Owner: Arthur F. Gnau and Sons, Inc. Location: E/S Loch Raven Blvd. 1097' N. fron centerline of Sayward Raod

Item No.: 190 Zoning Agenda: Meeting of April 6, 1982

April 22, 1982

BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON MARYLAND 21204

Office of Planning and Zoning Baltimore County Office Building

625-7310

Nr. William Hammond

Coming Commissioner

Towson, Maryland 21204

PAUL H REINCKE CHIEF

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 o: _____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 Safery Code", 1976 Edition prior
- i / 0. bite prans ere approved, as drumi.
- () 7. The Fire Prevention Bureau has no comments, at this time.

Fire Prevention Bureau Special Inspection Division

JK/mb / cm

April 1, 1981

Mr. Malter A. Reiter, Jr. Chairman, Board of Appeals Court Mouse Towson, Maryland 21204

> Re: Item 66 (Cycle I - April-October 1901) Property Owner: Arthur P. Gnau, Et al. E/S Lock Raven Blvd. 180' M. of Sayward Ri. Existing Eoning: D.R. 5.5 Proposed Soning: 3-0 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.

Ceneral:

This property comprises Lots 1 through 13 of the plat "Property of Arthur Chat, Loch Enoll Manor", recorded J.W.B. 14, Polio 21.

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

Highesys:

Loch Reven Boulevard (M4. 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 Eighwey 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.

Intreace lecations are also subject to the approval of the Baltimore County Department of Traffic Engineering.

Sediment Control:

Development of this property through stripping, grading and etabilization 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.

INTER-OFFICE CORRESPONDENCE

Jamery 5, 1972 S. Eric DiNema ATTAL Oliver L. More

FROM_ Ellsworth M. Diver, P.E.

No. Acres: 0.922

SUBJECT_ Item #101 (1971-1972) "Property Chart Erthor 7; and Estelle E. Ones Rear of 6811 Look Reven Boulevard Present Zouing: B.L. Proposed Zoning: Special Exception for service garage District: 9th

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:

Lock Reven Bouleverd (Md. 542) is a State Road; therefore, all improvements, intersections and entrances on this road will be subject to State Higher Administration requirements.

Sediment Controls

Devolopment of this property through stripping, grading and stabilisation could result in a sediment pollution problem, damaging private and public holdings downstream of the property. A grading perwit is, therefore, measury for all grading, including the stripping of top soil.

Store Draine:

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

Lock Reven Boulevard (Mi. 542) is a State Road. Therefore, drainage requirements as they affect the road come under the jurisdiction of the State Righway Administration.

The Petitioner must provide necessary drainage facilities (temporary or permanent) to prevent creating any nulsences 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 drainege facilities, would be the full responsibility of the Petitioner.

Water and Sanitary Sever

Public water supply and comitagy sewerage are available to serve this Freeswort or Diver

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

END : EAM : FUR : BO

May 18, 1

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

BOTICE OF HEARING

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

10:00 A. M.

Thursday, June 17, 1982

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

TOWSON, MARYLAND

cc: McDonald's Corporation c/o Edward T. Weitzel 2:47 Kimrick Place Timonium, Maryland 21093

BALTIMORE COUNTY, MARYLAND No. 104887 OFFICE OF FINANCE - REVENUE DIVISION

MISCELLAMEOUS CASH RECEIPT

VALIDATION OR CICNATURE OF CASHIER

that to Grands > 26 8 1 AFMR 19 25.00.0

DIG COMMISSIONER OF

FINORE COUNTY

Store Draine:

April 1, 1981

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 provent 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 Patitioner.

Mater and Sanitary Severs

Item 68 (Cycle I - April-October 1981)

Property Owner: Arthur P. Gneu, St al

and the second of the second o There is a public 24-inch water main in Loch Reven Boulevard; and there is 8-inch public sanitary sewerage within Baltimore County: utility ensements, which serve the present improvements.

Additional fire hydrant protection is required in this vicinity.

Very truly yours, (SIGNED) EDWARD A. MCDONOUGH

Bureau of Public Services

ROSERF A. HORFOM, P.E., Chief

EAK EAM PHALSE

oc: Jack Himbley William Numchel

M-Mi Key Sheet 31 6 32 ME 7 6 8 Pos. Shoets ME 68 Topo 70 6 80 Tax Maps

Attachment

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

COUNTY OFFICE BLDG 111 W. Chesapeake Ave. Towson, Maryland 21254

Nicholas B. Commodari

Chairman

Bureau of Engineering Department of Traffic Engineering State Poads Commis on Bureau of

Pire Prevention Mealth Department Project Planning Boilding Department Board of Education Coming Miministration industrial Development

Y. Vermon Boozer, Esquire 614 Bosley Avenue Towson, Maryland 21204

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

June 24, 1982

Dear Mr. Boozer:

Enclosed please find addendum comments for the abovereferenced case.

Chairman

Zoning Plans Advisory Committee

Enclosure

NBC: bac

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

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

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:

JLW:rh

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

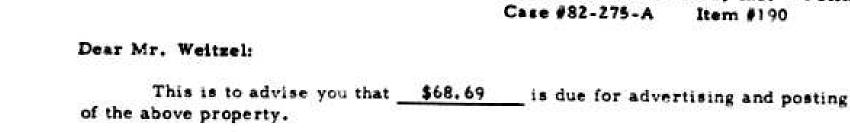
Property Owner: Arthur F Gnau and A Sons, Inc. Location: E/S Loch Raven Blvd 1097" N. from centerline of Sayward Road Acres: 1.9 District: 9th

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

Landscaping details should be shown on the site plan,

Very truly yours,

Planner III Current Planning and Development



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

WILLIAM E HAMMOND ZONING COMMISSIONER

Mr. Edward T. Weitzel

Timonium, Maryland 21093

2147 Kimrick Place

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 Z-----Commissioner

June 11, 1982

Re: Petition for Variance

E/S of Loch Raven Blvd. . 1097' N of

Arthur F. Gnau & Sons, Inc. - Petitioner

centerline of Sayward Rd.

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

M. 107691

DATE___ 6/29/82 _ACCOUNT_ 01-662 AMOUNT_ \$68.69 RECEIVED F. Vernon Booser, Esquire ros Advertising & Posting Case #82-175-A (Arthur F. Gnau & Sone, inc.)

8 055 Sepsib 8303A

VALIDATION OF SIGNATURE OF CASHIER

NORMAN E. GERDER DRECTOR

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

June 8, 1982

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

Dear Mr. Hammond:

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

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

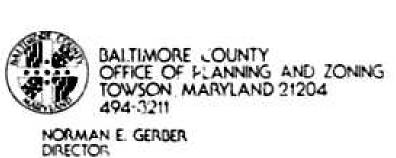
This office has reviewed the subject petition and offers the following comments. These comments are not intended to indicate the appropriateners of the zoning in question, but are to assure that all parties are made aware of plans or problems with regard to development plans that may have a

Landscaping details should be shown on the site plan.

John L. Wimbley Planner III

Current Planning and Development

JLW:rh



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 Atrisory Committee Meeting, April 6, 1982, are as follows:

Property Owner: Arthur F Gnau and A Sons, Inc. Location: E/S Loch Raven Blvd 1097' N. from centerline of Sayword Road 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 cill 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 pian.

Very truly yours,

Planner III Current Planning and Development

JLW:rh



WILLIAM E HAMMOND ZONING COMMISSIONEP.

June 28, 1982

F. Vernor Boozer, 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 Arthur F. Gnau & Sons, Inc. - Petitioner NO. 82-275-A (Item No. 190)

Dear Mr. Boozer:

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

> Very truly yours MAN M. H. JUN Deputy Zoning Commissioner

JMHJ/mc

Attachments

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

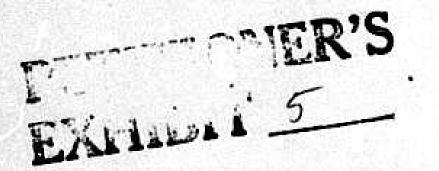
GRUUND LEASE

& DATE

#4 2

TABLE OF CONTENTS

Covenant Of Title and Quiet Enjoyment..... G. Covenant Not To Compete Mortgaging of Lessehold Estate Lessee's Right to First Refusal to Lease Option To Purchase and Right Of First Refusal to Purchase ... Trade Fixtures, Machinery and Equipment



FULLY EXECUTED DOCUMENT.

PETITION FOR VARIANCE

9th Election District

the centerline of Sayward Road

Pet'tion for Variance ZONING:

East Side of Loch Raver Boulevard, 1,097' North of LOCATION:

Thursday, June 17, 1982 at 10:00 A. M. DATE & TIME:

Towson, Maryland

Room 106, County Office Building, 111 W. Chesapeake Avenue, PUBLIC HEARING:

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. Gnau & 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



v cenavy		into this	12th	day of _	January	'tbk
THIS LEAS 19_ 81 _by and	between <u>Arthur</u> of the City o	f				
County of Balt		State of	corpor	ation, or if an i	ndividual, the	marite er calle
	CONTALD'S CORPORE	T10H	Name of the second second	called "Lessee		

PREMISES: Lessor, for and in consideration of the covenants hereinafter contained and made on the part of the Lessee, does hereby demise and lesse unto Lessee, and Lessee does hereby lesse square feet, not including roads or public right of ways, being more particularly described in Exhibit A struched hereto and made a part hereof, together with all Lesson's easement rights and appurtenances 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

ligated to lease less than is described above. 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 psyable hereunder by Lessee.

shall be inserted herein in lieu of the description contained in Exhibit A, but Lessee shall not be ob-

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

Lessee covenants and agrees to pay to Lesse in accordance with the rent schedule on	page IX hereof.
monthly installments of)per month, payable one each on the 15th In the event that commencement date of sales month, the first rental payment and latt rent

	Lessee's Initials
or's Initials	 APR 2 0 191

McD-GL-6/80

JR McCrone Jr.

REGISTERED IN MARYLAND AND DELAWARE Charman of the Board FM Lamam Jr. LS

ROMALD W. CICCARONE, L.S. JAMES M. LUFF. L.S. BEN'A MOORE JA LS CHARLES A MODRE JA. LS BALPH PORTER PLS THOMAS H VOISINET PE WILLIAM R. WATSON L.S. WILLIAM P. HIGGS P. S

Plaute /55, P.O. Box C

Prince Frederick, MD 20679

Associates EDNARD & BROWN LS

March 17, 1982

REPLY TO Annapolis

DESCRIPTION OF PART OF THE ARTHUR F. GNAU PROPERTY LOCATED ON LOCK 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 16.02 feet;

THENCE North 24° 06' 21" Fast 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. McCrune, 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.

AMMAPOLIS	CENTREVILLE	CHESTERTOON	DENTON	EASTON
20 Regely Avenue P.O. No. 1789 Amazona MO 21404 Tepida 247 M21 "2006 State	517 Lawyers Pro- Cardenine MD 21417 758-2237	Rode 213-PD 4-84-550 Chesierban M3 2162 716-3272 Ewith 398-1550 Centri-822-4103 Bats 269-5484	323 Market Street Dentile MO 21629 479 3600	107 No World Street Eastern 140 21601 822 3022 Tradge 476 31 06

JOHN'T LATHAM LS

FM LATHAM III P.E.

EMMEST L BOLL JA . C.S.

DAVID E MOUL CPA THEAS

HARRY E STURDEVANT PEALS

Leasee coverants and agrees to pay to Leaser amount rent, in monthly installments, according to the following schedulet

As From the rent commencement date until the end of the month following the end of the second Acase year, the sus of MIKEY-CHEET TEXTAND Bullars (\$38,000.60) per annupayable in equal receibly installments of THEE TAXABLE U.C. HOLDER DIMINGED AND 67/100 bollars (\$3,166.07), payable one each on the 15th of every calendar month, for the then current months

is from the implement of the first of the scott following the outenessant of the third lease year until the end of the month following the end of the fifth lease year, the sum of PERTY-TWO TRECULES Dollars (\$42,000.00) per amon popule in equal southly installments of That Thiusand Five Handren Dollars (\$3,500.00), payable one wach on the late of every calerdar nonth for the their current contha

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 tanth lease year, the sun of FORTY-SIM THOUGHTS tollars (\$45,000.00) per mount pryable in equal tentuly installments of These Thesend Clear Markets Thisty-Those and 33/100 bollars (53,833.33), payable one each on the 15th of every calendar much for the then current

the from the beginning of the farm of the month following the commencement of the eleventh lease year until the call of the fifteenth lease year, the sur of FIFTH-ALD THERESON WITH HEROED DOLLARS (\$52,900.00) per amon payable in equal nonthly Enstallments of FIRE TEXASSES FORM HUNDRED LIGHT and 33/100 Dollars (54,408.33), payable one each on the 15th of every calerdar routh for the Usen current routh.

E. From the poplining of the first of the conth following the compresent of the mixteenth lease wear until the end of the twentinth lease year, the out of SIXTY DEDUCTED FIGT HE DEED THEST-FIVE Dollars (\$60,535.00) per amon payable in world conthly installments of FIVE thattened SIMTY-Will and 50/100 pollars (55,969,55), poyable one carn on the 15th of very calendar month for the thes exerent months

the test "lease year", as estal bordin, shall mean a three burched sixty-five (365) day period of time, rejardless of the applicable calendar year. The first lease year small buyin on the date the religional a destaurant of one for tandances.

OPTION RESTS

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In the event Leasure exercises the options to extend provided for burein, Leasure covenants and agrees to pay to lessor annual rent, in monthly installments, according to the following schedules

As During the first five year oftion the sen of SIMTY-Wis. Tollies Will House SIXY met 23/105 hollars (569,966,25) per annu: psymble in equal contbly installments of five Timeson from success Tiller and 62/100 tollars (\$5,810.02).

3. During the second five year option the sun of MEGAY TOWARD FOUR BURNED FIFTY FOUR and 28/100 rollars (500,454.20) per among paper in equal contally install enter or SIX TAXUSNO SEVEN INSCRED FOUR and 52/100 Lollars (\$6,704.52).

C. Turing the third five year option the sam of "APRITY-THE THERETO FIVE HELDER." TABLET - The and 42/100 rollars (092,522,42) per annual payable in equal contraly installments of SEVER TARREST SEVER HARREST THE BALL 20/100 ADLIANT (57,713.27).

the factory the tought five year oftion the sen of the MURRET SIX TRUNKER FULL Furnical and TE/100 Dollars (Simble dut. 70) the area, payable in usual monthly installments of Fight Texasism elect state of all recit and 73/160 fallers (93,066.73).



Page La

RE: PETITION FOR VARIANCE E/S Loch Raven Blvd., 1,097' N of centerline of Sayward Rd., 9th District

BEFORE THE ZONING COMMISSIONER

OF BALTIMORE COUNTY

Case No. 82-275-A ARTHUR F. GNAU & SONS.

1111111

ORDER TO ENTER APPEARANCE

Mr. Commissioner:

INC., Petitioner

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.

Maxlemmerce Peter Max Zimmerman Deputy People's Counsel

En Tel. Decome, 16 John W. Hessian, III People's Counsel for Baltimore County Rm, 223, Court House Towson, Maryland 21204

I HEREBY CERTIFY that on this 27th day of May, 1992, a copy of the foregoing Order was mailed to F. Vernon Boozer, 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.

untu. Decimit

4. LESSOR'S WARRANTIES AND COVENANTS: Lessor hereby covenants, represents and warcooperate with Lesses in Lesses's A. That Lessor shall, if necessary Aust-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 permits or similar requirements for use of the demsied premises as a McDonald's Restaurant in accordance with Lessee's plans and specifications as will permit the Lessee to obtain all necessary permits, licenses and approvals referred to in Article 2 shove; and that Lauren shall pure and hour all costs for any all site improvements and dedicate any easements required by any public authority as a condition to the granting of any approval or permit.

B. That all water and gas mains, electric power lines, senitary and storm sewers are located at the property line, in the public right-of-way, of the demised premises and are svailable and adequate for Lessee's intended use, or, if the same are not available and adequate, bearer agrees to a same utilities meeting Lesser's specifications to the demised premises within thirty (30) days from the date Lessee notifies Lessor that all secessary permits and approvals have been obtained and Lessee

foundations, encroschments, signs and undergr aund storage tanks, if any looseed on the demisec premises and shall fill, grade, compact and construct assessing walls to Lessee's specifications required by Lessee to make the demised premises ready for the construction of Lessee's improvements, all of which shall be completed within thirty (30) days from the date that Lessee notifies become that all necessary permits and approvals have been obtained and Lessee delivers its plans and

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.

cial asse aments charged or imposed upon the demised premises or any improvements erected thereon by Lessee, or anyone claiming by, through on water it, or upon the owner or occupier in respect thereof during the term of this leafe or any extension thereof and to deliver promptly to Lease at all times proper and sufficient receipts and other evidence of the payment and discharge of the CHARGE CAS TAX ADDEDUDED

F. UGVENANT 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. Lesers warrants and will defend the title thereto, and will inderanify 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 accruing until Lessee is furnished proof satisfactory to it as to the party entitled thereto. Lessor shall provide Lessee with any and all non-disturbance agreements, in form acceptable to Lessee, from any underlying Lessor or holder of an encumbrance.

G. COVENANT NOT TO COMPETE: Lessor covenants and agrees (i) that no property (other than the demised premises) now or hereafter owned, lessed or controlled, directly or in-(other than the demised premises) now or neresiter 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 two (2) miles 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 extensions thereof, be leased, used or occupied as a restaurant, enting establish-ment, 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 demised premises, or which constitutes a parcel or parcels out of which the demised premises are comprised that any building(s) or other improvement(s) constructed upon such other land shall be set bac.

Section set forth in this subparagraph (ii) shall not be applicable (a) with regard to existing improvements 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 serves to recycle legal descriptions 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 (14) 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 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 bereby 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 Lesse or cure Lessor's default(s) and deduct its costs to cure said defaults from rent thereafter accruing. Lessee shall not, however, have the right to terminate this Lease after it commences construction of its improvements. These remedies are in addition to all other remedies Lessee may have in law or equity.

Lessee's Initials APR 21 Lessor's Initials _____ *deriving 25% or more of its gross revenue from

french fries, chicken and milk shakes.

5. LESSEE'S COVENANTS: Lessee covenant's and agrees, during the term of this lease and for such further time as the Lessee, or any person claiming under it, shall hold the demised premises or

A. RENT: To pay the reserved rent on the days and in the manner aforesaic...

B. LIENS AND ENCUMBRANCES. Not to suffer the estate of Lessor in the demised premises at any time during the said term to become subject to any lien, charge, or encumbrance whatsoever, and to indemnify and keep indemnified Lessor against all such liens, charges and encumbrances; it being expressly agreed that Lessee shall have no authority, expressed or implied, to create any lien, charge, or encumbrance upon the state of Lessor in the demised premises, except as provided for herein.

C. INSURANCE AND INDEMNITY: At its own expense to insure and keep insured, from the date of actual possession, the building and improvements located on the premises against loss or damage by fire and other casualties normally covered by standard fire and extended coverage policies for not less than signed and second of their replacement value in responsible insurance companies licensed in the state in which the premises are located, subject to the terms hereof, such insurance to be made payable in case of loss to Lessee.

Lessee shall also maintain and keep in force for the mutual benefit of Lessor and Lessee k general public liability insurance against claims for personal injury, death, or property damage occurring in, on or about the demised premises or sidewalks or premises adjacent to the demised premises to afford protection to the limit of not less than \$1,000,000.00 in respect to bodily injury or death and to property damage. Lessee shall deliver to Lessor, upon request, a certificate of said insurance and of renewals thereof from time to time during the term of this Lease.

Lessee further agrees to indemnify, defend and save Lessor harmless from any liability, loss, cost, expense or claim of any nature on account of any damage to person or property arising out of the failure of the Lessee, or Lessee's agents, employees, servants, licensees or contractors, in any respect, to keep the demised premises in a safe condition or to comply with and perform all of the requirements and provisions of this lease. Lessor shall give Lessee prompt notice of any obligation arising hereunder and Lessee shall have the right to defend, settle or otherwise compromise any such claim.

D. REPAIRS: To keep the premises in good condition and repair, subject to ordinary wear and tear, to Lessor's obligations herein, if any, and to fire or other casualties. If the building on the demised premises shall be rendered untenantable by fire or other casualty during the last five (5) years of the original term of this Lease or during any extension of the term, to the extent of 50% or more of the inturable value of the building. Lessee may, at Lessee's option, to be evidenced by notice in writing given to Lessor within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this Lease as of the date of the damage or destruction, whereupon Less: e shall, upon Lessor's written request, demolish and remove all existing improvements specified therein by Lessor.

E. UTILITIES: To pay when due all charges for all utility services used on the demised premises.

6. LESSEE'S RIGHT TO TERMINATE:

A. PERMITS: Lessee has entered into this lease in the expectation of obtaining, after expiration of all applicable appeal periods, all permits, licenses, permissions, and/or other authorizations (hereinafter collectively called "Permits") necessary for the construction upon the demised premites of a complete McDonald's Restaurant facility, built according to Lessee's plans and specifications (including without limitation septic tack(s) and/or sewer disposal system(s), if necessary, parking area(s), curb cut(s), sign(s), special service window, and any other improvement(s) in connection with said facility deemed necessary or desirable by Lessee), and for the operation of said facility upon the demised premises seven (7) days a week. Lessee agrees to apply for permits without unreasonable delay after the execution hereof. Lessee or Lessor may (out shall not be obligated to) concel this lease if, after first application therefor, permits are denied or are not obtained within one hundred eighty (180) days.

B. EVIDENCE OF TITLE. Within thirty (30) days from the date of last execution of this Lease, Lessee shall apply for leasehold title insurance, with extended coverage, from a title company acceptable to Lessee in the amount of not less than \$200,000.00 or that required by law or the title insurer, covering the date hereof, showing title to the demised premises and appurtenant easements in Les or. If the report on title, title binder, or commitment discloses any conditions, restrictions, liens, encumbrances, easements or covenants which in Lessee's opinion, would effect Lessee's use and enjoyment of the demised premises, and appurtenant easements, Lessor shall have thirty (30) days from the date Lessee notifies Lessor of said defects, to make a good faith effort to cure such defects and to furnish a title report, binder, or commitment showing such defects cured or removed. If such defects in title are not so cured within thirty (30) days, Lessee may, at its option, terminate this Lease. In the event this Lease is so terminated all monies, deposits and instruments shall be returned to the respective parties. Immediately, upon final execution of the Lease, Lessor shall deliver to Lessee's title company, if so required, Lessor's prior title evidence, such as title policies, a current abstract, or attorney's opinions.

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Lessor's Initials	Lessee's Initials		
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14. LESSEE'S RIGHT TO FIRST REFUSAL TO LEASE: If at any time during the term of this Lease, Lessor shall desire to accept a bona fide offer received by it to lease the premises for a term commencing at or after the expiration of the term of this Lease, Lessor shall notify Lessee of such offer in the manner provided in this Lease for the giving of notice, (said notice shall include executed copies of all relevant documents and the name and address of the offeror) and Lessee shall have the right to relet the premises upon the terms and conditions of such offer by giving Lessor written notice of its election to do so within fifteen (15) days after receipt of Lessor's notice. In the event Lessee fails to notify Lessor of its election within the fifteen (15) days period, Lessor shall have the right to lease the premises to any person upon the terms and conditions contained in said notice to Lessee.

shall have, and is nereby given, the option of purchasing said demised premises for the sum of DOLLARS (8 ______) escuided Lessee shall give Lessor notice

13. MIGET OF PINET REPUSAL TO PURCHASE: It is further agreed that should Lessor, or Lessor's heirs, executors, successors or assigns, at any time during the term of this Lease or any extension thereof, receive an offer to purchase the demised premises or any part thereof, and Lessor desires to accept said offer; or should Lessor during any such time make an offer to sell the demised premises or any part thereof, Lessor shall give Lessee thirty (30) days notice in writing of such offer setting forth the name and address of the proposed purchaser with executed copies of all relevant documents, the amount of the proposed purchase price, and all other terms and conditions of such offer; and Lessee shall have the first option to purchase the premises which are the subject of the offer by giving written notice to Lessor of its intention to purchase within said thirty (30) say period at the same price and on the same terms of any such offer, it being understood that in the event Lessee does not give notice of its intention to exercise said option to purchase within said period, this Leuse and all of its terms and conditions shall nevertheless remain in full force and effect and Lessor and any Purchaser or Purchasers of the demised premises, shall be bound thereby. In the event that the premises set forth in the offer are or are not sold. Lessee shall have, upon the same conditions and notice, the continuing first option to purchase the demised premises or any part thereof, upon the terms of any subsequent offer or

In the event the foregoing option exercised, Lessor sha'l convey marketable and insurable title in fee simple to said real estate by good and sufficient stamped warranty deed, with release of dower, homestead, curtesy and other rights of the respective spouses, if any, and free from all encumbrances whatsoever. In addition, in the exercise of such options, all monies shall be placed with an escrewee of Lessee's designation and the settlement of the purchase price and the conveyance to Lessee shall take piace in escraw. Within thirty (30) days of the date of exercise of any such option, Lessor will furnish to Lessee an ALTA form B policy, with extended coverage, issued by a title insurance company acceptable to LEssee, in its usual form, brought down to said date of exercise, guaranteeing Lessee against loss or damage to the extent of the purchase price by reason of defects in or liens upon Lessor's title. Settlement of the purchase price and conveyance to the Lessee shall be made within ninety (90) days from said date of exercise. Taxes, utilities, rents and other current expenses, shall be adjusted as of the date Lessee exercises its option

In the event there are any conflicts between the terms in this lease concerning the exercise of the aforementioned option involving the right of first refusal and the terms contained in the offer which Lessee must accept if Lessee desires to purchase said demised premises, then the terms of this Lease shall control and supersede those contained in such offer.

16. TRADE FIXTURES, MACHINERY AND EQUIPMENT: Less it agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whe sever kind and nature kept or installed on the leased premises by Lessee's subtenants shall not become the property of Lessor or a part of the realty no matter how affixed to the leased premises and may be removed by Lessee's subtenants, in their discretion, at any time and from time to time during entire term of this Lease and any renewals. Upon request of Lessee or Lessee's assignee, or any subtenant, Lessor shall execute and deliver any Real Estate Consent or Waiver forms submitted by any Vendors, Lessors, Chattel Mortgagees or holders or owners of any trade fixtures, machinery, equipment, furniture or other personal property of any kind and description kept or installed on the demised premises by any subtenant setting forth the fact that Lessor waives, in favor of such Vendor, Lessor, Chattel Mortgagee or any holder or owner, any lien, claim, interest or other right therein superior to that of such Vendor, Lessor, Chattel Mortgagee, owner or holder. Lessor shall futher acknowledge that property covered by such Consent to Waiver forms is nersonal property and is not to become a part of the realty no matter how affixed thereto and that such property may be removed from the premises by the Vendor, Lessor, Chattel Mortgagee, owner or holder at any time upon default by the subtenant in the terms of such Chattel Mortgage or other similar documents free and clear of any claim or lien of Lessor. Upon termination of the Lease for any reason, Lessoe agrees to repair any desage to the demised premises resulting from the removal of equipment macinery, trade fixtures, furniture and other personal property.

Lessor's Initials ____

Lessee's Initials

APR 2 0 1981

C. SURVEY: Lessee may order a current certified survey by a licensed surveyor within thirty (30) days from the last execution of this Lease. Said survey shall show:

(a) The area, dimensions and location of the property;

(b) The location of existing improvements and available utilities in adjoining streets, alleys or property;

(c) The location of all recorded easements against or appurtenant to the property

(d) Encroachments of any improvements adjoining the premises on the demised pre-

(e) The legal description of the premises; and

(f) The topography.

If said survey discloses unsuitable or interfering easements, party wall agreements, or encroachments or that the location, area, dimensions and shape of the demised premises are not as represented by Lessor, then Lessee shall have the right to terminate this Lesse and declare same null and void and of no force and effect.

D. SOIL TESTS: This Lease is further contingent upon Leasee obtaining within sixty (60) days from the date hereof such boring and percolation tests as may be required to determine the physical characteristics, including the water table of sub-strata, of the premises in question. In the event such reports indicate, in Lessee's sole judgment, that the premises are unsatisfactory for Lessee's intended use. Lessee may, at its option, declare this Lesse to be null and void and of no further force and effect.

contracts for all title examination costs and premiums, survey fees and soil tests.

USE, ALTERATIONS AND TITLE TO IMPROVEMENTS: Notwithstanding any other provisions herein to the contrary. Lessee shall have the right to use and/or occupy the demised premises for any lawful purpose or purposes and to make, or permit any Sublessee to make, alterations, additions and imprements to the demised premises from time to time, and all of such alterations, additions and improvements constructed by Lessee during the term of this Lease and any extension thereof, shall be and remain the property of the Lessee or Sublessee, as the case may be, at all times during the term of this Lease and any extensions or renewals thereof. Leasee and any Sublessee shall have the right to remove any such alterations, additions and improvements at any time during the term of this Lease or any extension or renewal thereof, and for a period of thirty (30) days after the termination of this Lease, or any extension or renewal thereof, by lapse of time or otherwise and, for such purpose, to enter upon the premises. However, Lessee shall not be required to remove any such alterations, additions or improvements, and Lessee's failure to do so after the expiration of such period of thirty (30) days shall be deemed to be an abandonment thereof whereby the same shall, thereupon, be and become part of the real estate with title thereto vesting in the owner of the land. In case of removal of any building by Lessee or any Sublessee occurring at or after the tenning & DATE ation of this Lease, as aforesaid, Lessee shall level the area formerly occupied by any building so re-

assistant bis I was on its rights become dee In such smoot I was about most light of some all read moving to be poid become descend for the performance of all terms, companie and conditions bessie undertaken bu Lesses Without Britistian, it is sensed that Lesses that the sight due mortungs on at homeles on much so it beauty and determined. The first state of the first state of

See Addendum to Artiloe 8

9. MORTGAGING OF LEASEHOLD ESTATE: In the event that Lessee shall mortgage its leasehold estate and the mortgagee or holders of the indebtedness secured by the leasehold mortgage of trust deed shall notify Lessor, in the manner hereinafter provided for the giving of notice, of the execution of such mortgage or trust deed and name the place for service of notice upon such mortgagee or holder of indebtedness, then, in such event, Lessor hereby agrees for the benefit of such mortgagees or holders of indubicuness from time to time:

A. That Lessor will give to any such mortgagee or holder of indebtedness simultaneously with service on Lessee a duplicate of any and all notices or demands given by Lessor to Lessee from time to time. Such notices shall be given in the manner and he subject to the provisions of the notice provision of this Lease.

B. Such mortgagee or holder of indebtedness shall have the privilege of performing any of Lessee's covenants hereunder or of curing any default by Lessee hereunder or of exercising any election, option or privilege conferred upon Lessee by the terms of this Lease.

C. That Lessor shall not terminate this Lease or Lessee's right of possession for any default of Lessee if within a period of twenty (20) days after the expiration of the period of time within which Lessee might cure said default under the provisions of this Lease, such mertgagee or holder or indebtedness commences to eliminate the cause of such default and proceeds therewith diligently and with reasonable dispatch as provided.

D. That, except for the rights to terminate contained in this Lease, no right, privilege or option to cancel or terminate this Lease available to Lessee c'all be deemed to have been exercised effectively unless joined in by any such mortgagee or holder of the indebtedness.

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Lessee's Initials

APR 2 0 1991

17. RECORDING: Lessee and Lessor agree to execute and record a short form or memorandum of this Lease as soon as Lessee has obtained an approved survey and legal description of the demised premises. The cost of all documentary stamps, or conveyancing, transfer tax and recording fees shall be paid Equally be about the LESSEE.

cute ruch patruments as may be required at any time and from time to time to subordinate the rights and interest of Lessor in the fee to the lien of a first mortgage, mortgages, trust deed, or trust deeds now or hereafter at any time placed by Lessee on the premises herein demised, such mortgage or mortgages not to exceed the total sum of DOLLARS (\$ ______) and such mortgage or mortgages to be payable in full within the term, or any extension thereof, of this Lease. If required by the lending institution, Lessor further agrees to join in the execution of such documents as may be necessary and shall not thereby incur any personal liability. The proceeds of any indebtedness secured hereunder shall be enlied to new construction, only. All loans shall be placed with a bank, life insurance company of the latest

19. MISCELLANEOUS PROVISIONS:

A. If any term or provision of this Lease or the application thereof to a person or circumstance shall, to ... extent, be invalid or unenforceable, the remainder of this L. ase, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

B. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, or assigns, and shall run with the land; and where more than one party shall be Lessors under this Lease, the word Lessor whenever used in this Lease shall be deemed to include all parties hereto jointly and severally.

C. No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Lessor and Lessee herein.

D. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Paragraphs of this Lease or in any way effect this Lease. Any gender used herein shall be deemed to refer to any other gender more grammatically applicable to the party to whom such use of gender relates. The use of singular herein shall be deemed to include the plural and, conversely, the plural shall be deemed to include the singular.

E. If at any time after the execution of this Lease, it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the party serving the same, deposited in the registered or certified United States mail, returned receipt requested, postage prepaid and (a) If intended for Lessor shall be addressed to:

> 6811 Lock Faven Boulevard Baltimore, Maryland

and (b) If intended for Lessee shall be addressed to: McDonald's Plaza

Oak Brook, Illinois 60521

Attention: Director - Real Estate Legal Department

or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail.

F. In the event that at any time during the term of this Lease either the Lesson or the Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding NITIAL & agrees to reimburse the successful party for the reasonable expenses of attorneys' fees and disburse & DATE ments incurred therein by the successful party.

G. See Page 7a attached hereto. 20. RULE AGAINST PERPETUITIES: If this Lease has not been previously terminated pursuant ment date for rent hereunder shall not have been ascertained within five (5) years from the date appearing on Page 1 of this Lease, then and in that event this Lease shall thereupon become null and void and have no further force and effect whatsoever in law or equity.

ADDENDUM TO ARTICLE & ASSIGNMENT AND SUBLETTING

Lessee Ray, without the consent of Lessor, sublease or assign this lease or its rights hereunder to a wholly owned subsidiary or licensee of McDonald's Corporation or McDonald's Eystem, Inc., Lessee may not assign or sublease this lease to any other party without the consent of Lessor, so long as lots 9, 10, 11, and 12 of Lock Knoll Manor is used primarily as a residence, which consent shall not be unreasonably withheld or delayed. In the event of an assignment, Lessee shall remain liable for the payment of all rent required to be paid hereunder and the performance of all terms, covenants and conditions herein undertaken by Lessee.

Any demand for increased rental or modification of the terms of the lease by Lessor as a condition to the granting of consent to as assignment or sublease shall be deemed unreasonable. If Lessor fails to respond in writing within 14 days after a request for consent by Lessee, consent shall be deemed given. Without limitation, it is agreed that Lessee shall have the right to mortgage or otherwise encumber its lessehold interest.



19. G. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS: In the event the improvements located on the demised premises are damaged to the extent of fifty (50) percent or more of their replacement value by fire, explosion or any other casualty, then the Lessee may elect, by serving written notice to the Lessor within thirty (30) days of the date of injury, to either terminate this lease or continue in occupancy. If Lessee elects to terminate the lease, the Lessee shall immediately surrender the premises and be responsible only for the rental due to the date of the damage. If the improvements are not damaged to the extent of fifty (50) percent of their replacement value or if the Lessee elects to restore or replace the building and other improvements located on the demised premises, it shall promptly and within a reasonable time after receipt of the proceeds of insurance and all necessary permits and governmental approvals commence to restore the building and improvements which existed prior to the injury or replace said building and improvements with a building and improvements of at least equal value. If Lessee elects to restore or rebuild the building and improvements, Lessor agrees to assign and/or release its interest in the insurance proceeds to Lessee. The rental provided for herein shall abate from the date of the injury to the date upon which the Lessee's business reopens. Notwithstanding anything herein to the contrary, the Lessor may terminate this lease is the Lessee has not commenced to restore or replace the building and improvements on the demised premises within one year from the date of the injury. In such event, the parties hereto shall be relieved of all further obligations under this lease. If the Lessee or Lessor elect to terminate this lease pursuant to the provisions of this article, the Lessor shall be entitled to receive all of the proceeds of the insurance required under article five (5) herein, and Lessee shall release and waive its rights thereto.

Lessee's Initials

E. No liability for the payment of rental or the performance of any of Lessee's covenants and agreements hereunder shall attach to or be imposed upon any mortgagee, trustee under any trust deed or holde: of any indebtedness secured by any mortgage or trust deed upon the leasehold estate, unless such mortgagee trustee or holder of indebtedness forecloses its interest and becomes the Lessee hereunder.

10. LESSOR'S RIGHT OF RE-ENTRY: If I essee shall fail to pay any installments of rent promptly on the day when the same shall become due and payable hereunder, and shall continue in default for a period of thirty (30) days after written notice thereof by Lessor, or if Lessee shall fail to promptly keep and perform any other affirmative covenants of this Lease strictly in accordance with the terms of this Lease and shall continue in default for a period of thirty (30) days after written notice thereof by Lessor of default and demand of performance, then and in any event, and as often as any such event shall occur. Lessor may (a) Declare the said term ended, and enter into said demised premises, or any part thereof and expel Lessee or any person occupying the same in or upon said premises and so to repossess and enjoy said premises as in Lessor's former estate; and/or (b) Re-let the premises, applying said rent from the new tenant on this Lease, and Lessee shall be responsible for no more than the balance that may be due, should a balance exist. Anything hereinbefore contained to the contrary notwithstanding, if any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days, and Lessee, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate the cause of such default, then the Lessor shall not have the right to declare the said term ended by reason of such default

11. HOLDING OVER: In the event Lessee continues to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, and the Lessor elects to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period.

12. CONDEMNATION: If the whole or any part of the demised premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Lease, Lessee reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages based upon its leasehold interest and ownership of buildings, alterations and improvements for such taking without impairing any rights of Lessor for the taking of or injury to the reversion.

In the event that a part of the demised premises shall be taken or condemned which, in the sole judgment of Lessee, is sufficient to render the remaining portion thereof unsuitable for its continued use or occupancy, then and in any such event, Lessee may at any time, either prior to or within a period of sixty (60) days after the date when possession of the premises shall be required by the condemning authority, elect to terminate this Lease, or, if an option to purchase the premises is conferred upon Lessee by any other provision of this Lease, may as an alternative to rich termination of this Lease elect to purchase the demised premises in accordance with such purchase option, except that there shall be deducted from the purchase price to be paid for the premises all of Lessor's award from the condemnation proceeding. In the event that Lessee shall fail to exercise any such option to terminate this Lease or to purchase the premises, then and in either such event this Lease shall continue in effect with respect to the portion of the demised premises not so taken except that the annual rent payable herein shall be reduced by a fraction, the numerator of which shall be the number of square feet taken or condemned and the denominator of which shall be the square footage of the demised premises prior to the taking or condemnation. Lessee will, with all due diligence and at its own cost and expense, repair and restore the demised premises or what may remain thereof to their former condition, and until the corapletion of such work, the obligation of Lessee to pay rent and real estate taxes shall aba'e.

13. OPTION TO EXTEND: Lessor does hereby grant to Lessee the right, privilege, and option to extend this Lease for a period of_____

upon the same terms and conditions as herein contained, upon notice in writing to Lessor of Lessee's intention to exercise said option, given at least ninety (90) days prior to the expiration of the term hereof.

In the event that Lessee shall have exercised said option to extend the term of this Lease, Les-upon the same terms and conditions as herein contained, upon notice in writing to Lessor of Lessee's intention to exercise each said option, given at least ninety (90) days prior to the expiration of the preceding extension of the term hereof.

* Lesses agrees to pay rent in accordance with the "option Rents" Schedule on

sor's Initials			Lessee's Initials			
Notwithstanding	the fe egoing,	in the event				

additional land of a cise and configuration congruent with the are condenning authority, /Lessee shall have no right to terminate. /and adjacent to the demised premises.

21. CONFLICT OF INTERESTS: The Lessor and (if Lessor is not an individual) the party(ies) executing this Lease for or on behalf of the Lessor, or as a representative of the Lessor, hereby represent that, to the best of his/her/their knowledge, he/she/they, or any person connected directly or indirectly, with the Lessor is/are not (an) agent(s), employee(s), servant(s), supplier(s), licensee(s) or officer(s) of the Lessee or any subsidiary, affiliate or parent corporation thereof, or related to any agent, employee, servant, supplier, licensee or officer of the Lessee or any subsidiary, affiliate or parent corporation thereof. The Parties executing this Lease acknowledge that the foregoing representations are and shall be relied upon by the Lessee as inducement to enter into this Lesse.

22. RIDERS AND EXHIBITS: This Lease includes the following Rider(s) and/or Exhibits, which shall take precedence over conflicting provisions (if any) of this Lesse, and are hereby made an intrgral part of this Lease and fully incorporated herein by reference:

Exhibit A (Legal Description) - Exhibit B (Sketch of Site) - Tax Addendum -

			100	
by serving written notice en the	Lessor, paying to th	e Lessor the sum of		
Dollars (\$	In such each, the and Lessee shall es and other mone applicable period. all become the pro- ixtures, equipment	is lease shall terminate to perfect the start of the Lesson, furnishings, signs a	s, duties or obligation have been prepaid by located on the demis except that the Loss and other identifying	he date is here- either ed pre- ee shall charac-

LESSEE: McDONALD'S CORPORATION
seal) BY: Vice President
seal) ATTEST:
Assistant Efectory
DATE OF APRIL 20, 1981 EXECUTION:APRIL 20, 1981
WITNESS:

(APPEND ACKNOWLEDGEMENTS)

Lessor's Initials _____

Lessee's Initials _

I. Ercie Berwick

Assistant Secretary, of McDonald's Corporation

Lead Seymour Greenman Assistant Secretary, of McDonald's Corporation Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Wilbur H. Sutherland . Vice President, and Seymour Greenman . Assistant Secretary. respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21 day of April 1981 Minanon M. ... W 11 182

(ACKNOWLEDGMENT-INDIVIDUAL)

TY OF ______, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that ______and _____ _____ of ______ who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he) (they) signed, sealed and delivered the said instrument as

(h) (their) free and voluntary act for the uses and purposes thereir, set forth. Given under my hand and notarial seal, this ______ day of ______ 19_____

(ACKNOWLEDGMENT-CORPORATE)

STATE OF COUNTY OF

easement.

STATE OF

_____ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument such ______Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such ____ Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of ______ 19____

THENCE running North 54° 19° 35" West, 65.41 feet to an iron pipe set;

THENCE running North 24° 38' 47" West, 46.75 feet to an iron pipe set in the second line of Parcel 1 to be known as the Demised premises:

THEXE running with part of said Parcel 1, North 35° 21' 13" East, 23.09 feet to an iron pipe set; said point being further located South 35° 21° 13" West 98.0 feet from a concrete ronument which marks the common corner among Parcel 1 and Parcel 2 of said conveyance to Gnau & Sons, Inc., and to Energy Oil Corpany, Inc., in Liber 5623, folio 265;

THENCE leaving said Parcel 1 and running South 24" 38" 47" East, 53.0 feet to an iron pipe set;

South 84° 57' 30" East, 46.50 feet to the place of beginning: South 84° 57' 30" East, 46.50 feet to the place of beginning:

CONTAINING 3,118 square feet, more or less, or 0.071 acres, more or less, according to a survey prepared by J.R. McCrone, Jr., Inc., Professional Engineers and Land Surveyors in May 1981;

BEING part of Lot 13, of said Lock Knoll Manor Subdivision recorded among the Plat Records of Baltimore County, Haryland in Plat Book 14, page 21 and Part of the Arthur F. Grau & Sons, Inc., property and being a 20 foot sanitary

Lessee shall have the right of ingress and egress across Parcel 3 for any surpose herein grantes. Where Lessee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easement, and no change of grade elevation or any excavation shall be made thorson without prior written approval of the Lessee, which approval shall not be unreasonably withheld, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

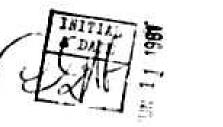
PARTYL 4: Lessor also grants to Lessee a nun-exclusive easement, appurtenant to Parcel 1, throughout the term of this lease and any extension thereof, for the purpose of surface draining any and all storm water runoff from Parcel 1 and any after acquired property used in conjunction with Parcel 1 and the improvements which may, from time to time, be constructed, altered, modified and raintained thereon, over, upon and across the adjacent property of Lessor, described as follows:

> DESCRIPTION OF 32,140 SQ. FT. + OR 0.737 ACRES + INCLUDING THE SANTANT PASSAGNET PAPT OF THE ARTHUR F. GRU & SOIS, INC., PROPERTY LOCH FAVEN BOULEVARD THE FLECTION DISTRICT, BALTIMOPE CHATTY, MARYLAND

BESINATES for the same at a concrete monument found which marks the common cornel among Parcel 1 and Parcel 2 of a conveyance from James C. Crocker and Filma Crocker, his wife, to Arthur F. Gnau & Sons, Inc., by deed dated Juny 3. 1959 and recorded among the Land Records of Baltimore County, Maryland in Liber 3543, folio 649 and the conveyance to Energy Oil Company, Inc., in Liber 5623, folio 265;

THERE leaving said conveyance to freegy Oil Company, Inc., in Liber 5623, folio 265 and running from the place of beginning so fixed and with the third line or South 58° 36' East, 117.09 foot line of the second part of said conveyance to Gnau & Sons, Inc., as now surveyed South 58° 36' East, 117.05 feet to an iron pipe set which ranks the northeastermost corner of Lot 13 of Loch Knoll Manor Subdivision recorded among the Plat Records of Raltimore County, Naryland in Plat Pook 14, page 21; said point being further located at | AATE the common corner of said Lot 13 of Loch Knoll Manor Subdivision, Parcel 1 of said conveyance to Gnau & Sons, Inc. / 3543, folio 649 and the northernmost corner of Lot 29 of Plat 1, Section 2, of Millendale Subdivision recorded and the said Plat Records of Baltimore County, Maryland in Plat Rook 22, page 13;

> EXHIBL' A Page 3 cf 4



(ACKNOWLEDGMENT)

STATE OF ILLINOIS COUNTY OF DUPAGE 88: I. Mary Ann Wilson I, Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Luigi Salvaneschi Vice President Corporation Delaware corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Luigi Salvaneschi_, Vice President, and Saymour Greenman ___, Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and pruposes therein set forth. (ACKNOWLEDGMENT-INDIVIDUAL)

STATE OF COUNTY OF I, _______, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that ______ and ____ ____of______who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he) (they) signed, sealed and delivered the said instrument as (b) (their) free and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal, this ______day of _______19____.

(ACKNOWLEDGMENT-CORPORATE)

STATE OF MARYCAND COUNTY OF 13.1.77 SS:

aforesaid, DO HEREBY CERTIFY that fell bear I Gas. Vice President, and Control of Control Assistant Secretary of Lit Trick & Contr. & Series Tive an corporation, who are personally known to me to be the persons whose Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such _____

____Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

THERET running with part of the common division line of said Lot 13 of Loch Knoll Manor subdivision Plat Book 14, page 21 and Lots 28 and 29 of said Plat 1. Section 2, Hillendale Subdivision, Plat Book 22, page 13 as now surveyed and corrected for magnetic differences, South 23° 02' 30" West, 231.03 feet to an iron nine set in the intersection formed with said common division line of said Loch Knoll Manor Subdivision and Millendale Subdivision and the existing zoning line between B.L.-CCC Zone and the D.R. 5.5 Zone;

THENCE leaving said Hillendale Subdivision and running with said zoining division line and through part of said Lot 13 of Loch Knoll Manor Subdivision, North 57° 30' West, 166.26 feet to an iron pipe set which marks the southernest conver of Parcel 1:

THINKS running with the division line between Parcel 1 and the here described Parcel 4, North 35° 21' 13" East, 225.92 feet to the place of beginning;

COMTAINING 32,140 schare feet, more or less, or 0.737 acres, more or less according to a survey prepared by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in May 1981;

Arthur

BEING part of Parcel 1 of said conveyance to/Arkhre F. Gnau & Sons, Inc., in

tiber 3543, folio 660 and/60 said Lot 13 of Loch Knoll Manor Subjection

recorded among the/Riah Records of Baltimore County, Maryland in Plat Book 142

page 21 and the above described 0.737acre parcel being subject to a 20 foot sanitary easement known as Parcel 3.

LEGAL DESCRIPTION

(Instructions: Use Lessor's Deed legal description, if available, and a survey or sketch. If lot and block numbers are used, attach a plat map or sketch. All easements to be reserved or granted by Lessor must be described).

PARCEL 1:

DESCRIPTION OF 31,854 Sq. Pt. + OR 0.731 ACRES + PART OF THE ARTHUR F. GVAU & SONS INC., PROP. LOCH PAVEN BOULEVARD 9TH ELECTION DISTRICT, BALTIMORE COUNTY, MARYLAND

BEXINNING for the same at a nail found on the southeastern right of way line of Loch Raven Boulevard, 90 foot wide, said point of beginning being further located at the intersection formed with the first line or South 36° 25' West, = 189.92 foot line of a conveyance from Walter F. Knox and Anna W. Knox, his wife, to Energy Oil Company/imagesparent by deed dated April 1, 1976 and recorded among the Land Records of Baltimore County, Maryland in Liber 5623, folio 265 and the second line or South 77° 20' east, 196.32 foot line of Parcel 2 of a conveyance from James G. Crocker and Edna Crocker, his wife, to Arthur F. Gnau and Sons Incorporated by deed dated June 10, 1959 and recorded among the said Land Records of Baltimore County, Maryland in Liber 3543, folio 649;

THENCE leaving said Loch Raven Roulevard and running from the point of beginning so fixed and with said division line between said conveyance to Energy Oil Company Incorporated in Liber 5623, folio 265 and to Arthur F. Gnau and Sons Incorporated in Liber 3543, folio 649 as now surveyed South 77° 20' East, 174.47 feet to a concrete monument found which marks the common corner among Parcel 1 and Parcel 2 of said conveyance to Gnau and Sona Incorporated and to Energy Oil Company Incorporated;

THENCE leaving said conveyance to Energy Oil Company Incorporated in Liber 5623, folio 265 and running through said Parcel 1 of said conveyance to Arthur F. Gnau and Sons, Incorporated in Liber 3543, folio 649 and states Lot 13 cf a subdivision plat known as Loch Knoll Manor Subdivision recorded among the said records of Baltimore County, Maryland in Plat Book 14, page 21, South 35° 21' 13" West, 225.92 feet to an iron pipe set in the zoning division line between BL-CCC some and the D.R. 5.5. zone;

THENCE running with said zoning division line North 57° 30' west, 164.22 feet to an iron pipe set in the said southeastern right of way line of Loch Raven Boulevard, 90 foot wide;

THENCY leaving said zoning line and running with the arc of a curve to the right having a radius of 2501.48 feet, an arc distance of 16.02 feet and a chord bearing and distance of North 36° 14' 00" East, 16.02 feet to a point of

THENCE still running with southeast right of way line of Loch Raven Boulevard North 36° 25' 00" East, 150.80 feet to the place of beginning:

OTHERAINING 31,854 square feet, more or less, or 0.731 acres, more or less, according to a survey prepared by J.R. McCrone, Jr., Inc., in May 1981;

BEING part of Parcel 1 and Parcel 2 of the above mentioned conveyance from James C. Crouker and Edna Crocker, his wife to Arthur F. Gnau and Sons Incorporated by dead dated June 10, 1959 and recorded among the Land Records of Baltimore County, Maryland in Liber 3543, folio 649 and being part of the above mentioned Lot 13 of Loch Knoll Manor Subdivison recorded among the Plat Records of Baltimore County, Mary hard the has estate clave Per to the scor by _______deed dated ______,recorded ______,at

EXHIBIT A

TAX ADDENDUM

between Arthur F. Gnau & Sons, Inc. McDonald's Corporation

 Lessee shall pay promptly and before they become delinquent all taxes, assessments and other impositions generally or specially imposed at any time during the term of this Lease, or any extension thereof, upon or against the demised premises, including the land and all buildings, furniture, fixture, equipment and improvements now or hereafter located thereon, lawfully assessed either in the name of the Lessor, fee owner or Lessee. Lessee's obligation to pay taxes shall commence to accrue on the date that Lessee's liability to pay rent commences.

2. Lessor shall use its best efforts to obtain from the taxing authorities a separate assessment for the land and buildings comprising the demised premises. If such separate assessment shall be obtained, the real estate taxes payable by Lessee shall be paid by Lesses directly to the taxing authority. Lessor agrees to give Lessee prompt novice of a separate assessment to allow Lessee to avoid penalties. If Lessor shall be mable to obtain such separate assessment, and the tax bill covering the demised premises shall include property in addition to the demised premises. lessee shall pay a fraction of said tax bill to Lessor calculated as hereinafter set forth. In the case of land, if there is no separate assessment for the land comprising the demised premises, the numerator of said fraction shall be the land area of the demised premises, and the denominator of said fraction shall be the total land area of the property covered by said tax bill. In the case of buildings, if there is no separate assessment for the building(s) on the demised premises, the numerator of said fraction shall be the area of the building(s) on the demised premises, and the denominator of said fraction shall be the total area of all buildings located on the property covered by said tax bill. Lessee shall pay its share within forty-five (45) days after Lessor notifies Lessee of the amount thereof and furnishes Lessee with a copy of the receipted tax bill and the calculations by which Lessee's share has been determined. Lessor shall pay said tax bill when due. In no event shall Lessee be liable for interest or penalties. In the event Lessee, for any reason, except the fault of lessee, pays a penalty, lessee shall be entitled to deduct said amount from subsequent cental payments.

 A prorata adjustment shall be made with respect to the commencement and ending of Lessee's tay liability, in the event that the commencement or ending of said liability shall not coincide with the tix year.

4. Lessee shall have the right, in its own name and/or in the name of Lessor, to make and prosecute application(s) for abatement of taxes and/or appeal(s) for correction of assessment, and Lessor agrees to cooperate fully with Lessee in this regard. Lessor agrees to sign all necessary instruments in connection with such application or appeal and, in addition, here y appoints lessee its agent in fact for purposes of such signature, which shall be an agency coupled with an interest. Lessor shall not settle any such application or appeal without Lessee's prior written approval in each

5. Notwithstanding anything contained herein, Lessee shall not be under chligation to pay any part of any franchise, excise, estate, inheritance, income or similar tax which is or may become payable by Lessor or which may be imposed against Lessor or against the rents payable hereunder or upon the income or profits of lessor by reason of any law now in force or hereafter enacted. With regard to betterments and special assessments attributable to and levied or assessed against the demised premises, Lessor and Lessee agree that the same shall be paid for over the maximum period allowed by law and the Lessee shall be obligated to pay only those installments which fall due during the term of this lease and as it may be extended. Lessor agrees to give Lessee prompt notice of any special assessment proceedings to allow, Lessee to oprose such assessments.

> initial APR 2 0 1981

PARCEL 2: Lessor also grants to Lessee a non-exclusive, easement appurtenant to Farcel 1, throughout the term of this lease and any extension thereof, for the purpose of vehicular and pedestrian ingress and egress to and from Parcel 1, for the use and benefit of the Lessee, its successors, assigns licensees, subtenants, suppliers, and customers, over, upon and across the adjacent property of the Lessor, described as follows:

> DESCRIPTION OF 3,286 SQ. PT. + OR 0.075 ACRES + PART OF THE ARTHUR F. GNAU & SONS, INC., PROPERTY LOCH RAVEN BOULEVARD 9TH ELECTION DISTRICT, EALTIMORE COUNTY, MARYLAND TO BE KNOWN AS AN EASEMENT FOR INGRESS AND BURESS

REGINNING for the same at an iron pipe set in the Southeastern right of way line of Loch Raven Boulevard, 90 foot wide, said point of beginning being further located South 36° 14' West, 16.02 feet from a point of curve along the said southeastern right of way line of said Loch Raven Boulevard; said point being further located at the westernmost corner of a Parcel 1 to be known as the Demised premises;

THENCE leaving said Loch Raver Boulevard and running from the place of beginning so fixed and with the third line of Parcel 1, reversely. South 57° 30' East, 164.22 feet to a pipe set;

THENLE leaving Parcel 1 and running South 35° 21' 15" West, 20.02 feet to an iron pipe set;

THENCE running North 57" 30' West, 164.38 feet to an iron pipe set in the said southeast right of way line of Loch Raven Boulerard;

THENCE running with the said southeastern right of way line of Loch Raven Boulevard with the arc of a curve to the right having a radius of 2501.48 fret; an arc length of 20.02 feet and a chord bearing and distance of North 36° 00' 15" East, 20.02 feet to the place of beginning:

INITIAL A SATE

A DATE

CONTAINING 3,286 square feet, more or less, or 0.075 acres, more or less according to a/arrays, prepared by J.R. McCrone, Jr., Inc., Registered

Professional Engineers and Land Surveyors in May, 1981; REING part of Lot 13 of Loch Knoll Manor Subdivision recorded among the Plat

of the Arthur F. Gnau & Sons, Inc., property.

PARCEL 3: Lessor also grants to Lessee a non-exclusive easement, appurtenant to Parcel 1, throughout the term of this lease and any extension thereof, for the purpose of installing, operating, maintaining, repairing, replacing, and

Records of Baltimore County, Maryland in Plat Book 14, page 21 and also of part

renewing sewer line over, above, along, under, in and across the following described property: DESCRIPTION OF \$1110 SQ. FT. + OR 0.071 ACRES +

PART OF THE ARTHUR F. GWAU & SONS, INC., PROPERTY LOCH RAVEN BOULEVARD 9TH ELECTION DISTRICT, BALTIMORE COUNTY, MARYLAND TO BE KNOWN AS A SANITARY SEWER EASEMENT

BEGINNING for the same at a pipe set in the common division line between Loch Knoll Manor Subdivision recorded among the Plat Records of Baltimore County, Maryland in Plat Book 14, page 21 and Plat 1, Section 2 of Hillendale Subdivision recorded among the said Land Records of Baltimore County, Maryland in Plat Book 22, page 13; said point of beginning being further located South 23° 02' 30" West, 112.0 feet from the common corner of Lot 13 of Loch Knoll Manor Subdivision, Plat Book 14, page 21 and Parcel 1 of said conveyance to Gnau & Sons, Inc., in Liber 3543, folio 649 and the nothernmost corner of Lot 29 of Plat 1, Section 2 of Hillendale Subdivision, Plat Book 22, page 13;

THENCE running from the place of beginning so fixed and with said part of said division line between said Loch Knoll Manor and Hillendale Subdivision, South 23" 02' 30" West, 21.03 feet to an iron pipe set;

THENCE leaving said Hillendale Subdivision and running North 84° 57' 30" West, 45.48 feet to an iron pipe sets

Page 2 of 4

ADDENDUM

Lessee agrees, in conjunction with its construction of improvements. to perform the following:

- Install shrubbery and land-caping in proximity to Lessor's Easement 2A as shown on Exhibit "C" between said easement and the southerly property line of the demised premises.
- Install shrubbery and landscaping upon the Lessor's edjacent land (Parcel lA on Exhibit "C" hereof) in proximity to the easterly boundary line of the demised premises (Parcel 1 on Exhibit "C" hereof). Lessor hereby grants to Lessee a license to come upon Parcel lA and plant said shrubbery. Lessor will maintain said landscaping area at its sole cost and expense.
- 3. Install electrical conduit and supply electrical current to the easterly boundary line of the demised premises at the point where Lessor's easement, Farcel 2, abuts Lessor's adjacent land, Parcel 1A.
- 4. Submit to Lessor, for Lessor's approval, which approval shall not be unreasonably withheld or delayed. Lessee's exterior plans, specifications and elevations for Lessor's approval from an appearance standpoint only, to insure that the buildings and improvements constructed or placed upon the demised premises are reasonably harmonious with the architectural design and materials of other buildings in the general vicinity of the demised premises. Lessor shall have twenty (20) days after receipt of such plans and specifications to give Lessee written notice of, and the reason for, disapproval thereof. Failing such notice, such plans and specifications shall be deemed approved. In the event the building plans and specifications are disapproved, the Lessee may request the formation of three architects to review the plans and specifications and make necessary changes to achieve the purpose of this provision. The first architect shall be appointed by the Lessor, the second by the Lessce; the third shall be appointed by the two architects so appointed. The architects' fees shall be paid by the Lessor.

Lessor hereby grants to Lessee such temporary easements as Lessee shall reasonably require to perform the foregoing. ---

Lessee's Initials APR 2 0 1981

McD-TA-SA-12/79

Lessee agrees that all materials, stone, marble, paneling, fireplaces, nantels, electrical equipment and fixtures and carpeting not intended to be used by the Lessee in it's renovations to the improvements located on the demised premises, are the property of the Lesser and Lessee further agrees to execuse reasonable care in removing the aforesaid items. Lesser afrees to promptly remove such items from the demised premises.

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CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., 20006 hr 2000 of one time... xexxxxxivx voots before the Alta..... day ofYaz.....

PUBLIC HEARING: Room 100. County Office Building, 115 W Changesho Avenus, Towns. Maryland. appearing on the 22.05 Cost of Advertisement 8.

Public Hearing: Room 106. County Office Building, 111 W. Chesspeake / venue, Towson, Maryland. By Order Of WILLIAM R. HAMMOND,

J. R. Madroom, Jr., Inc.

211/7 Kinnish Piese Timmium, 14. 21093

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

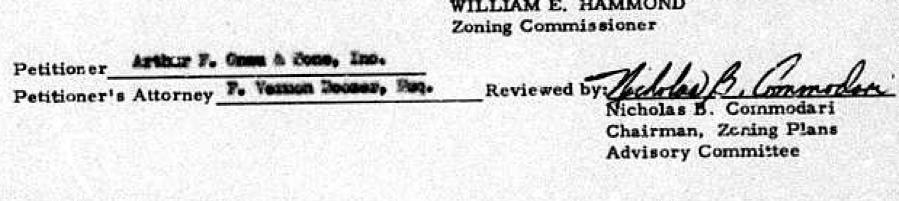
County Office Building 111 W. Chesapeake Avenue Towson, Maryland 21204

of **Hay** , 19 32

WILLIAM E. HAMMOND

Petitioner Arthur F. Ones & Cone, Inc.

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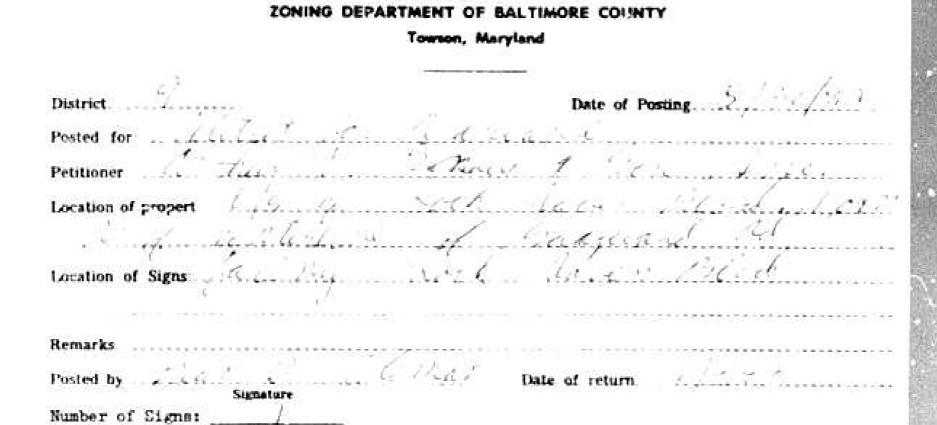












CERTIFICATE OF POSTING

