179

PETITION FOR SPECIAL EXCEPTION 83-274-X

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

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

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

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

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

Contract Purchaser: LESSEE
PATAPSCO SPA LADY
(Type or Print Name)
Howard Newson
Signature
7620 LITTLE RIVER TURNPIKE
Address
ANNANDALE VA. 22003
City and State

Legal Owner(s):
ROLLING ROAD PLAZA, INC.
(Type or Print Name)
Robert H. Price
Signature Robert H. Price
Vice President
(Type or Print Name)
Signature

MAP
ELECTION DISTRICT 1st
DATE 3/23
TYPE
ZONING CL
LOT SIZE
PROJECT
BY

Attorney for Petitioner:
GAIL M STERN
(Type or Print Name)
Signature
2 Hopkins Plaza
Address
Mercantile Trust Bldg
Balt. 21201
City and State
Attorney's Telephone No.: 625-3647

1112 NORTH ROLLING ROAD 247-4195
Address Phone No.
BALTIMORE MD
City and State

Name, address and phone number of legal owner, contract purchaser or representative to be contacted
Name
Address Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 6th day of May, 1983, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 9th day of June, 1983, at 10:00 o'clock A.M.

Thurs June 9, 1983
10:00 A.M.

Zoning Commissioner of Baltimore County.

Z.C.O.--No. 1 (over)

UNDER RECEIVED FOR FILING
DATE June 22, 1983
BY Mary Carrington

83-274-X
179

Rolling Road Plaza, Inc.
Begin. 228' N of Powers Lane, 475' W of c/l of Rolling Rd.

RE: PETITION FOR SPECIAL EXCEPTION
Beginning 228' N of Powers Lane, 475' W of the Centerline of Rolling Rd.,
1st District
: BEFORE THE ZONING COMMISSIONER
: OF BALTIMORE COUNTY

ROLLING ROAD PLAZA, INC.,
Petitioner
: Case No. 83-274-X

:::: ::

ORDER TO ENTER APPEARANCE

Mr. Commissioner:

Pursuant to the authority contained in Section 524.1 of the Baltimore County Charter, I hereby enter my appearance in this proceeding. You are requested to notify me of any hearing date or dates which may be now or hereafter designated therefor, and of the passage of any preliminary or final Order in connection therewith.

Peter Max Zimmerman
Deputy People's Counsel

John W. Hessian, III
People's Counsel for Baltimore County
Rm. 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 17th day of May, 1983, a copy of the foregoing Order was mailed to Robert H. Price, Vice President, Rolling Road Plaza, Inc., 1112 North Rolling Road, Baltimore, MD 21228, Petitioner; and Mr. Howard Newson, Patapsco Spa Lady, 7620 Little River Turnpike, Annandale, VA 22003, Contract Purchaser.

John W. Hessian, III

AG
82-177
File

JUN 1 '83 AM

RE: PETITION FOR SPECIAL EXCEPTION
Beginning 228' N of Powers Lane, 475' W of the Centerline of Rolling Rd.,
1st District
: BEFORE THE ZONING COMMISSIONER
: OF BALTIMORE COUNTY

ROLLING ROAD PLAZA, INC.,
Petitioner
: Case No. 83-274-X

::::::::::

ORDER TO ENTER APPEARANCE

Mr. Commissioner:

I hereby enter my appearance in this proceeding as attorney for Rolling Road Plaza, Inc. and Patapsco Spa Lady. 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.

Gail M. Stern
Frank, Bernstein, Conaway & Goldman
1300 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201
625-3647

I HEREBY CERTIFY that on this 31st day of May, 1983, a copy of the foregoing Order was mailed to John W. Hessian, III, People's Counsel for Baltimore County and Peter Max Zimmerman, Deputy People's Counsel, Room 223, Court House, Towson, Maryland 21204.

Gail M. Stern

[redacted]

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

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

Nicholas B. Commodari
Chairman

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

May 27, 1983

Mr. Robert H. Price
1112 North Rolling Road
Baltimore, Maryland 21228

RE: Item No. 179 - Case No. 83-274-X
Petitioner - Rolling Road Plaza, Inc.
Special Exception Petition

Dear Mr. Price:

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

In view of your proposal to convert a portion of the existing shopping center to a Spa Lady facility, this special exception is required.

Since the submitted site plan was revised to reflect existing conditions on site, I scheduled this petition for a hearing.

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

Very truly yours,

Nicholas B. Commodari

NICHOLAS B. COMMODARI, Chairman
Zoning Plans Advisory Committee

NBC:bsc
Enclosures
cc: A&R Associates, Inc.
7427 Harford Road
Baltimore, Md. 21234

BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS
TOWSON, MARYLAND 21204

HARRY J. PISTEL, P.E.
DIRECTOR

May 2, 1983

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

Re: Item #179 (1982-1983)
Property Owner: Rolling Park Plaza, Inc.
228 N. Powers Lane, 475' N/W from centerline of Rolling Rd.
Acres: 4,420 sq. ft. District: 1st

Dear Mr. Hammond:

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

General:

Baltimore County highway and utility improvements exist and are not directly involved.

Comments were supplied for a portion of this overall property in conjunction with the Zoning Advisory Committee review for Zoning Cycle IV, Item 37 (October 1972-April 1973).

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review in connection with this Item 179 (1982-1983).

Very truly yours,

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

RAM:EAM:FWR:ss

H-NE Key Sheet
4 & 5 SW 24 & 27 Pos. Sheets
SW 1 & 2 G Topo
94 Tax Map

Encls.

Baltimore County, Maryland
Department Of Public Works
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204

Bureau of Engineering
ELLSWORTH N. DIVER, P.E., CHIEF

October 20, 1972

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

Re: Item #37 (Cycle Zoning IV Oct. 1972 - April 1973)
Property Owner: Rolling Road Plaza, Inc.
N/S Powers Lane, 400' W. of Rolling Road
Present Zoning: D.R. 3.5 and D.R. 16
Proposed Zoning: Reclass. from D.R. 3.5 and D.R. 16 to B.L.
District: 1st No. Acres: 24,731 sq. ft.

Dear Mr. DiNenna:

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

General Comments:

This parcel of land is a portion of an existing shopping center.

Highway Comments:

Highway improvements for Rolling Road and Powers Lane are now being constructed.

Storm Drain Comments:

Public storm drains to serve this site are now being constructed.

Water and Sanitary Sewer Comments:

Public water and sanitary sewer are available to the site.

Very truly yours,

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

END:EAM:FWR:ss

SW 01 & 02 Topo

May 9, 1983
Date

BALTIMORE COUNTY DEPARTMENT OF HEALTH

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

Zoning Item # 179, Zoning Advisory Committee Meeting of March 22, 1983

Property Owner: Rolling Road Plaza, Inc.

Location: Rolling Road and Powers La. District 1

Water Supply Public Sewage Disposal Public

COMMENTS ARE AS FOLLOWS:

( ) Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for any existing or proposed food service facility, complete plans and specifications must be submitted to the Plans Review Section, Environmental Support Services, for final review and approval.

( ) Prior to new installation/s of fuel burning equipment, the owner should contact the Division of Air Pollution Control, 494-3775, to obtain requirements for such installations before work begins.

( ) A permit to construct from the Division of Air Pollution Control is required for such items as spray paint processes, underground gasoline storage tank/s (5,000 gallons or more) and any other equipment or process which exhausts into the atmosphere.

( ) A permit to construct from the Division of Air Pollution Control is required for any charbroiler operation which has a total cooking surface area of five (5) square feet or more.

( ) Prior to approval of a Building Permit Application for renovations to existing or construction of new health care facilities, complete plans and specifications of the building, food service area and type of equipment to be used for the food service operation must be submitted to the Plans Review and Approval Section, Division of Engineering and Maintenance, State Department of Health and Mental Hygiene for review and approval.

(X) Prior to any new construction or substantial alteration of public swimming pool, wading pool, bathhouse, saunas, whirlpools, hot tubs, water and sewerage facilities or other appurtenances pertaining to health and safety; two (2) copies of plans and specifications must be submitted to the Baltimore County Department of Health for review and approval. For more complete information, contact the Recreational Hygiene Section, Division of Environmental Support Services.

( ) Prior to approval for a nursery school, owner or applicant must comply with all Baltimore County regulations. For more complete information, contact the Division of Maternal and Child Health.

( ) If lubrication work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with Water Resources Administration requirements.

SS 20 1082 (1)

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that by reason of the requirements of Section 502.1 of the Baltimore County Zoning Regulations having been met and the health, safety, and general welfare of the community not being adversely affected, the special exception should be granted.

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County, this 22nd day of June, 1983, that the Petition for Special Exception for a community building or other structural or land use devoted to civic, social, or recreational activities, i.e., an exercise and health spa, including but not limited to exercise rooms, saunas, and whirlpools, in accordance with the site plan prepared by APR Associates, Inc., and revised May 3, 1983, is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions:

1. Strict adherence to the Order rendered in Case No. 73-78-SPH, dated September 20, 1972.
2. Compliance with Section 409.2.c. of the Baltimore County Zoning Regulations.
3. The health club shall be the principle use of the community building. Retail sale of related athletic clothing and health food products shall be accessory thereto.
4. The proposed five foot high chain-link fence with redwood slats shall not be installed until such time as the natural hedge screen is removed or the adjacent owner requests the fence.
5. Employees shall park on the west side of the building.
6. Approval of the aforementioned site plan by the Department of Public Works and the Office of Planning and Zoning.

ORDER RECEIVED FOR FILING
DATE June 22, 1983
BY Mary Carrington (Clerk)
Zoning Commissioner Item #179 Hearing Date 6/9/83 $35.STAMP

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

Zoning Item # 179
Page 2

( ) Any existing underground storage tanks containing gasoline, waste oil, solvents, etc., must have the contents removed by a licensed hauler and either be removed from the property or properly backfilled.

( ) Soil percolation tests have been conducted.
( ) The results are valid until _____.
( ) Revised plans must be submitted prior to approval of the percolation tests.

( ) Prior to occupancy approval, the potability of the water supply must be verified by collection of bacteriological and chemical water samples.

( ) In accordance with Section 13-117 of the Baltimore County Code, the water well yield test
( ) shall be valid until _____.
( ) is not acceptable and must be retested. This must be accomplished prior to conveyance of property or approval of Building Permit Applications.

( ) All roads and parking areas should be surfaced with a dustless, bonding material.

( ) No health hazards are anticipated.

(X) Others 1) This site is located in the Patapsco sewershed and is therefore subject to the sewer moratorium imposed by the State of Maryland Department of Health and mental Hygiene.

Ian J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

SS 20 1080 (2)

BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204
825-7310

PAUL H. REINCKE
CHIEF

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

Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: Rolling Road Plaza, Inc.

Location: 228' N. Powers Lane 475' N/W from centerline of Rolling Road

Item No.: 179 Zoning Agenda: March 22, 1983

Gentlemen:

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

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

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

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

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

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

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

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

REVIEWER: Catt Josell Kelly 4-14-83 Noted and Approved: George M. Weigandt
Planning Group — Special Inspection Division — Fire Prevention Bureau

JK /mb/sam

BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204
494-3900

TED ZALESKI, JR.
DIRECTOR

March 31, 1983

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

Dear Mr. Hammond:

Comments on Item # 179 Zoning Advisory Committee Meeting March 22, 1983 are as follows:

Property Owner: Rolling Road Plaza, Inc.
Location: 228' N. Powers Lane 475' N/W from centerline of Rolling Road
Existing Zoning: B.L.
Proposed Zoning: Special Exception for a community building or other structural or land use devoted to civic, social or recreational activities, specifically an exercise & health spa including without limitation, exercise rooms, saunas & whirlpools.
Acreage: 4.420 sq. ft.
District: 1st

The items checked below are applicable:

X A. All structure shall conform to the Baltimore County Building Code 1981/ Council Bill 4-82 State of Maryland Code for the Handicapped and Aged; and other applicable Codes.

X B. A building/and other miscellaneous permits shall be required before beginning construction.

C. Residential: Three sets of construction drawings are required to file a permit application. Architect/Engineer seal is/is not required.

X D. Commercial: Three sets of construction drawings with a Maryland Registered Architect or Engineer shall be required to file a permit application.

E. An exterior wall erected within 6'0 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.

F. Requested variance conflicts with the Baltimore County Building Code, Section/s _____.

X G. A change of occupancy shall be applied for, along with an alteration permit application, and three required sets of drawings indicating how the structure will meet the Code requirements for the proposed change. Drawings may require a professional seal. Change occupancy/use from "M" mercantile to assembly A-3 uses. (recreational)

H. Before this office can comment on the above structure, please have the owner, thru the services of a Registered in Maryland Architect or Engineer certify to this office, that the structure for which a proposed change in use is proposed can comply with the height/area requirements of Table 505 and the required construction classification of Table 601.

X I. Comments: Provide handicapped parking spaces, signs, curb cuts, building access, etc., as per State Law. Provide required fire separation between existing & new uses, see Table 1402 & Sect. 312.2, see Table 302.7 for a complete listing of requirements, some of which may not be applicable.

NOTE: These comments reflect only on the information provided by the drawings submitted to the office of Planning and Zoning and are not intended to be construed as the full extent of any permit.
If desired, additional information may be obtained by visiting Room #122 (Plans Review) at 111 West Chesapeake Ave., 21204.

Very truly yours,
Charles E. Burnham
Charles E. Burnham, Chief
Plans Review

CEB:rrj

FORM 01-82

BALTIMORE COUNTY PUBLIC SCHOOLS

Robert Y. Dubel, Superintendent — Towson, Maryland – 21204

Date: 3/22/83

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

Z.A.C. Meeting of: March 22, 1983

RE: Item No: 177, 178, 179, 180, 181, 182
Property Owner:
Location:
Present Zoning:
Proposed Zoning:

District:
No. Acres:

Dear Mr. Hammond:

All of the above have no adverse effect on student population.

Very truly yours,
Wm. Nick Petrovich, Assistant
Department of Planning

WNP/bp

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO William E. Hammond, Zoning Commissioner; Norman E. Gerber, Director — Date May 17, 1983
FROM Office of Planning and Zoning
SUBJECT Zoning Petition No. 83-274-X, Rolling Plaza, Inc.

A health club would be an appropriate use here.

Norman E. Gerber
Director of Planning and Zoning

NEG:JGH:slc

cc: Arlene January
Shirley Hess

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO William E. Hammond, Zoning Commissioner; Norman E. Gerber, Director — Date May 17, 1983
FROM Office of Planning and Zoning
SUBJECT Zoning Petition No. 83-274-X, Rolling Plaza, Inc.

A health club would be an appropriate use here.

Norman E. Gerber
Director of Planning and Zoning

NEG:JGH:slc

cc: Arlene January
Shirley Hess

PETITION FOR SPECIAL EXCEPTION

1st Election District

ZONING: Petition for Special Exception

LOCATION: Beginning 228 ft. North of Powers Lane, 475 ft. West of the centerline of Rolling Road

DATE & TIME: Thursday, June 9, 1983 at 10:00 A.M.

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

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

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

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

Being the property of Rolling Road Plaza, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Thursday, June 9, 1983 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

Petitioner Exhibit 1

RICHARD J. TRUELOVE, Professional Civil Engineer

EDUCATION — Loyola College, Baltimore
BS Engineering-Physics 1971

Johns Hopkins University, Baltimore
BS Civil Engineering 1976

REGISTRATION — Professional Civil Engineer, Maryland

MEMBER: — Society of American Military Engineers

PROFESSIONAL HISTORY — 1971-1978 U.S. Army Corps of Engineers, Baltimore District, Foundations and Materials Branch. Soil Engineer in charge of design, review and field inspection for various paving and building foundation projects at military posts throughout the Mid Atlantic Region.

1978-1981 Purdum and Jeschke, Consulting Engineers in Baltimore as Project Engineer responsible for the project design and preparation of construction plans and documents for residential subdivisions and commercial sites. Areas of responsibility included site layout, grading, road, sewer and water, storm drains, sediment control and storm water management, construction specifications and project cost estimates. Associated responsibility included the supervision of drafting personnel, estimating project design fees and coordination with the field survey crews.

In 1981 joined the firm of APR Associates, Land Surveyors and Engineers in Baltimore as Vice President in charge of Civil Engineering projects.

PETITIONER'S EXHIBIT 1

---

apr associates, inc.
surveyors-engineers

ALEXANDER F. RATYCH, PROF. L.S.
RICHARD J. TRUELO'E, P.E.

DESCRIPTION OF PROPERTY
TO ACCOMPANY PETITION FOR SPECIAL EXCEPTION
SPA LADY-ROLLING ROAD PLAZA
FIRST ELECTION DISTRICT, BALTIMORE COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point on the rear wall of Rolling Road Plaza Shopping Center and on the dividing wall between 1118 and 1120 North Rolling Road; said point being situate the following two courses and distances from the intersection of the North side of Powers Lane with the centerline of Rolling Road: (1) North 70 degrees 56 minutes 16 seconds West 475 feet and (2) North 19 degrees 03 minutes 44 seconds East 228 feet; thence running from said point of beginning the following twelve courses and distances: (1) North 19 degrees 03 minutes 44 seconds East 55.25 feet along the rear wall of 1120 North Rolling Road (2) South 70 degrees 56 minutes 16 seconds East 94 feet, in part along the dividing wall between 1120 and 1122 North Rolling Road (3) North 19 degrees 03 minutes 44 seconds East 3 feet (4) South 70 degrees 56 minutes 16 seconds East 40 feet (5) North 19 degrees 03 minutes 44 seconds East 32 feet (6) South 70 degrees 56 minutes 16 seconds East 34 feet (7) South 19 degrees 03 minutes 44 seconds West 85 feet (8) North 70 degrees 56 minutes 16 seconds West 34 feet (9) South 19 degrees 03 minutes 44 seconds West 7.50 feet (10) North 70 degrees 56 minutes 16 seconds West 40 feet (11) North 19 degrees 03 minutes 44 seconds East 1.25 feet and (12) North 70 degrees 56 minutes 16 seconds West 94 feet, binding in part along the dividing wall between 1118 and 1120 North Rolling Road to the point of beginning.

5/2/1983

REVISED PLANS
MAY 9 REC'D
From #179

STATE OF MARYLAND — ALEXANDER F. RATYCH — No. 9670 — PROFESSIONAL ENGINEER AND LAND SURVEYOR

7427 harford road baltimore, md. 21234 tel: 301 444 4312
206 east main street elkton, md. 21921 301 398 7766

PETITION FOR SPECIAL EXCEPTION

1st Election District

ZONING: Petition for Special Exception

LOCATION: Beginning 228 ft. North of Powers Lane, 475 ft. West of the centerline of Rolling Road

DATE & TIME: Thursday, June 9, 1983 at 10:00 A.M.

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

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

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

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

Being the property of Rolling Road Plaza, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Thursday, June 9, 1983 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

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

WILLIAM E. HAMMOND
ZONING COMMISSIONER

June 1, 1983

Patapsco Spa Lady
c/o Howard Newson
7620 Little River Turnpike
Annandale, Virginia 22003

Re: Petition for Special Exception
Beginning 228' N of Powers Lane, 475' W of c/l of Rolling Road
Rolling Road Plaza, Inc. - Petitioner
Case No. 83-274-X

Dear Sir:

This is to advise you that $110.40 is due for advertising and posting of the above property.

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

Very truly yours,

WILLIAM E. HAMMOND
Zoning Commissioner

WEH:aj

IN THE CIRCUIT COURT
FOR BALTIMORE COUNTY, IN EQUITY

Defendant

CERTIFICATE OF PUBLICATION OF

Office of
PATUXENT
Publishing Corp.
10750 Little Patuxent Pkwy.
Columbia, MD 21044

May 19 19 83

THIS IS TO CERTIFY, that the annexed advertisement of

Petition Special Exception
44820

was inserted in the following:

☒ Catonsville Times
☐ Arbutus Times

weekly newspapers published in Baltimore County, Maryland once a week for one successive weeks before the 21 day of May, 1983, that is to say, the same was inserted in the issues of

May 19, 1983

PATUXENT PUBLISHING CORP.
By

May 11, 1983

Rolling Road Plaza, Inc.
c/o Robert H. Price, Vice President
1112 North Rolling Road
Baltimore, Maryland 21228

NOTICE OF HEARING

Re: Petition for Special Exception
Begin. 228' N of Powers Lane, 475' W of the c/l of Rolling Road
Rolling Road Plaza, Inc. - Petitioner
Case No. 83-274-X

TIME: 10:00 A.M.

DATE: Thursday, June 9, 1983 at 10:00 A.M.

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

cc: Patapsco Spa Lady
c/o Howard Newson
7620 Little River Turnpike
Annandale, Virginia 22003

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

...ING COMMISSIONER OF
...IMORE COUNTY

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT
No. 115098

DATE 9/9/83 ACCOUNT R-01-615-000
AMOUNT $100.00
RECEIVED FROM Howard Newson
FOR Filing fee for Item # 179

B 091****100000 8100A

VALIDATION OR SIGNATURE OF CASHIER

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

WILLIAM E. HAMMOND
ZONING COMMISSIONER

June 22, 1983

Gail M. Stern, Esquire
2 Hopkins Plaza
1300 Mercantile Trust Building
Baltimore, Maryland 21201

RE: Petition for Special Exception
Begin. 228' N of Powers Lane, 475' W of the center line of Rolling Rd. - 1st Election District
Rolling Road Plaza, Inc. - Petitioner
NO. 83-274-X (Item No. 179)

Dear Ms. Stern:

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

Very truly yours,

JEAN M.H. JUNG
Deputy Zoning Commissioner

JMHJ/mc

Attachments

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

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT
No. 17647

DATE 6/13/83 ACCOUNT R-01-615-000
AMOUNT $110.40
RECEIVED FROM Spa Lady - Daryl Newsome
FOR Advertising/Posting for Case #83-274-X

B 071****110400 8168A

VALIDATION OR SIGNATURE OF CASHIER

EXHIBIT Q

SHOPPING CENTER
GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT is given this day of , 19 , by SPA LADY, INC. ("Guarantor"), a of the State of Virginia, to ROLLING ROAD PLAZA, INC. ("Landlord"), a Maryland Corporation, with respect to a Lease ("the Lease") between Landlord and ("Tenant") for premises in the Rolling Road Plaza Shopping Center.

WITNESSETH: As an inducement to Landlord to execute the Lease, and in consideration thereof, Guarantor agrees with Landlord as follows:

1. Guarantor represents that it owns all of the issued and outstanding capital stock of Tenant, that Tenant is a duly organized corporation, and that all corporate action requisite for Tenant's execution of the Lease has been duly taken.

2. Guarantor unconditionally guarantees to Landlord the full and prompt payment of all rent and additional rent required to be paid by Tenant under the Lease, the prompt and full performance and observance of all obligations required to be performed and observed by Tenant under the Lease, and the prompt payment of all other obligations and damages for which Tenant may be legally liable to Landlord.

3. Guarantor's liability hereunder shall be primary and not secondary, and shall be joint and several with that of Tenant. Landlord may proceed against Guarantor under this Guaranty Agreement without initiating or exhausting its remedy or remedies against Tenant, and may proceed against Tenant and/or Guarantor separately or concurrently. If Landlord releases any rights it may have against any party primarily or secondarily liable on the lease, such release shall not affect Guarantor's liability under this Guaranty Agreement.

4. In any action brought by Landlord under paragraph 2 of this Guaranty, Guarantor shall not interpose or be entitled to the benefit of any defenses that are not or would not be available to Tenant if the same action were brought by Landlord against Tenant, including, but not limited to, defenses based upon modifications of the lease, upon extensions, indulgences, or forbearances granted to Tenant, upon delay by Landlord in enforcing Tenant's obligations under the Lease, or upon failure of Landlord to notify Guarantor of any Lease modifications or any extensions, indulgences, or forbearances granted to Tenant; and Guarantor expressly waives all defenses negated by this paragraph 4.

5. Any notices given to Tenant under or with respect to the lease shall be conclusively deemed to have been simultaneously given to Guarantor.

6. Guarantor's liability under this Guaranty Agreement shall not in any way be affected by any assignment of the lease or a subletting of the premises demised under the lease.

7. No discharge, modification, impairment or limitation of the obligations of Tenant to its creditors generally, or to Landlord under the Lease, under any law relating to bankruptcy, insolvency, arrangement and creditors or corporate reorganizations, shall in any way affect or discharge Guarantor's obligation hereunder. If any trustee, receiver, or conservator of Tenant appointed under any Federal or State law relating to bankruptcy, insolvency, arrangement with creditors or corporate reorganization, rejects the lease pursuant to any right to do so under any such law, Guarantor's obligations hereunder shall not thereby be affected but shall remain in full force and effect the same as if the Lease had not been rejected but continued in force.

8. If Landlord files any action against Guarantor to collect rent or additional rent payable under the Lease or any other sum for which Tenant is legally liable to Landlord, and a judgment is rendered for Landlord with respect thereto, then Guarantor shall pay all reasonable counsel fees incurred by Landlord in such action.

9. Within ten (10) days after Landlord's written request to Guarantor, Guarantor shall execute and deliver to Landlord a statement in writing setting forth any amendments to this Guaranty and stating whether or not this Guaranty is in full force and effect and setting forth such modifications or defenses, if any, support any claim that the Guaranty is not in full and effect. Guarantor acknowledges that such statement may be required in order for Landlord to consummate a sale or mortgage loan and that a purchaser or mortgagee will be entitled to rely on such statement.

10. Guarantor agrees for itself, and for any corporation now or hereafter owned or controlled by it, that so long as the Lease shall remain in effect, or until the lease expiration date specified in Lease Sections 2.01 or until the expiration of any renewal term, if renewed, in the event the lease is terminated under Lease Article XIII, or other Guarantor or any such other corporation shall, within a radius of five (5) miles of the Shopping Center (as defined in the Lease), directly or indirectly own or operate, either alone or with others, a business of the type permitted to be conducted by Tenant under Lease Section 1.01(a), it being understood that the Landlord would not have entered into the Lease but for Guarantor's covenants under this paragraph 10.

11. Guaranty covenants to sue on the State and Federal Courts of the State of Maryland on or with respect to the Guaranty Agreement. Guarantor hereby waives objections to the venue of any action filed by Landlord in any such State or Federal court or state and waives any claim of forum non conveniens or of finality of any such action to any other court. Guarantor hereby irrevocably appoints The Corporation Trust Company, and its successors as process agent in Maryland for service of process for Guarantor in any action brought on or with respect to this Guaranty in the State or Federal Courts in the State of Maryland. If the said Corporation Trust Company shall cease to perform such functions for process agent, Guarantor shall forthwith appoint a qualified company performing such functions as process agent. Guarantor authorizes Landlord, as Guarantor's attorney-in-fact, to deliver a copy of photocopy of the Guaranty Agreement to such process agent at any time (including delivery made simultaneously with service of process to evidence such a payment of such process agent, and Guarantor shall promptly reimburse Landlord for any fees and other expenses required to be paid to said process agent in connection with the acceptance of such appointment.

PETITIONER'S EXHIBIT 2

In lieu of service upon the said process agent, service of process may be made upon Guarantor in any action on or with respect to this Guaranty by mailing such process to Guarantor by U. S. Certified Mail, Return Receipt Requested, or U. S. Registered Mail, at the address to which notices may be sent to Guarantor under this Guaranty Agreement.

Nothing herein shall be deemed to preclude Landlord from obtaining service of process upon Guarantor in any other manner permitted by the laws of the State of Maryland and the Rules of the Court of Appeals of Maryland.

12. Guarantor, if a corporation, warrants: (a) that it is permitted to enter into this Guaranty Agreement under its corporate Charter and By-laws and under the laws of the State of its incorporation, and (b) that all corporate action required to be taken under said Charter, By-laws, and laws to authorize the execution of this Guaranty Agreement has been duly taken. At the execution of this Guaranty Agreement, Guarantor shall furnish Landlord with a certified copy of the resolution of its Board of Directors or Executive Committee authorizing the execution of this Guaranty Agreement by the officers whose signatures are affixed hereto, and an opinion of counsel, in form acceptable to counsel for Landlord, confirming the matters warranted by Guarantor under this paragraph 12, and stating that this Guaranty is a binding contractual obligation of Guarantor.

13. Guarantor acknowledges that this Guaranty Agreement has been delivered in the State of Maryland concurrently with the delivery of the Lease and shall be governed by the laws of the State of Maryland.

14. Any action, proceeding or counterclaim brought by Landlord or Guarantor against the other with respect to any matter arising out of or in any way connected with the Lease or this Guaranty shall be tried by the Court alone, sitting without a jury.

15. If this Guaranty is executed by more than one party, the term "Guarantor" shall be deemed so apply to such parties jointly and severally. The use of the neuter gender herein shall be deemed to mean the correct gender applicable to the Guarantor, and the use of the singular shall include the plural as the context may require.

16. Guarantor shall, upon request of Landlord, promptly join in the execution of all stipulations and agreements referred to in Lease Sections 3.03 (a) and (b).

17. Any notice which Landlord may elect to send to Guarantor shall be binding upon Guarantor if mailed to it at

at its last address known to Landlord, by U. S. Certified Mail, Return Receipt Requested, or U. S. Registered Mail.

18. Guarantor waives acceptance of this Guaranty.

19. This Guaranty Agreement shall be binding upon the successors of Guarantor, and the term "Guarantor," as used herein, includes such successors. This Guaranty Agreement shall inure to the benefit of Landlord's successors and assigns, and the term "Landlord," as used herein, includes such successors and assigns. The term "Tenant," as used herein, includes the permitted successors and assigns of Tenant.

IN WITNESS WHEREOF, this Guaranty under seal has been duly signed and sealed by the Guarantor, as of the day and year first above written.

ATTEST:

..... By ..... (Seal)
Secretary — Vice President

STATE OF
COUNTY OF To wit:

I HEREBY CERTIFY, that on this 24th day of February 1983, before me, a Notary Public of the State aforesaid, personally appeared David Nemon who acknowledged himself to be the V.P. Vice President of SPA Lady, Inc. a corporation and that he, as such V.P. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself V.P. Vice President.

WITNESS my hand and Notarial Seal.

Frances E. Manton
Notary Public
My Commission Expires July 1, 1986

ROLLING ROAD PLAZA

SHOPPING CENTER

LEASE TO
SPA LADY, INC.

DATE:

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THIS LEASE AGREEMENT, made on the day of , 19

by and between ROLLING ROAD PLAZA, INC.

having an office at 4646 Wilkens Avenue, Baltimore, Maryland 21229

(hereinafter called "Landlord"), and

North East Spa's, Inc., a Maryland Corporation, DBA Spa Lady,
7626 Little River Turnpike, Annandale, VA 22003

(hereinafter called "Tenant").

WITNESSETH: That in consideration of the rents, covenants, and agreements herein contained, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the store premises (hereinafter called the "premises" or "leased premises") in the ~~proposed~~ Rolling Road Plaza Shopping Center (the "Center") in Baltimore County, State of Maryland having approximate outside dimensions of 56 feet in width and 80 feet in depth, containing 4480 square feet, which is designated as Store No. 8 on the site plan of the Center (herein called the "site plan") annexed hereto as Exhibit 1. As used herein, the term "Center" refers to the land outlined on the site plan, and the improvements now or hereafter erected thereon. This Lease is made upon the following terms, covenants and conditions:

ARTICLE I
CONSTRUCTION OF THE PREMISES

Section 1.01. Construction Work.

(a) ~~As shown hereon or Exhibit 2 are the specifications for the construction of the premises. Within Sixty (60) days after request by Landlord (time being of the essence), Tenant shall furnish Landlord with a sketch of Tenant's proposed interior fixturing layout for the premises, with any other plans requested by Landlord, and with whatever construction data is to be furnished by, and whatever selections are to be made by, Tenant pursuant to Exhibit 2. Landlord shall thereafter construct the premises in the approximate location shown on the site plan, and in substantial conformity with Tenant's fixturing layout and selections and with the specifications set forth on Exhibit 2, except that Landlord shall not be responsible for performing any work described in Section B of Exhibit 2 unless expressly set forth therein, and then only at Tenant's expense. The costs incurred by Landlord in performing any of the work assigned to Landlord by Section B of Exhibit 2 shall be paid prior to the commencement of such work by Landlord.~~

Tenant shall, at its expense, perform all work for which Landlord is not responsible under this Lease or Exhibit 2 and which is necessary to prepare the premises for the conduct of business by Tenant in the manner contemplated by this Lease, including, but not limited to, the work to be done by Tenant under Section B of Exhibit 2. All work performed by Tenant shall be subject to all requirements and conditions set forth in Sections B and C of Exhibit 2. All improvements incorporated by Tenant in the premises (other than trade fixtures), including but not limited to air-conditioning equipment and duct work, shall be considered permanent improvements to the premises and shall be the property of Landlord.

(b) ~~If during the course of construction of the premises, Landlord directs Tenant to install any of its fixtures or equipment, or perform any construction work in the premises not the responsibility of Landlord, in order for Landlord to proceed on schedule, then Tenant shall promptly make such installation or perform such work, subject to the provisions of Section 2.03(b) hereof, and if there are any delays in substantial completion of the premises occasioned by Tenant's failure in doing so, then the beginning of the period specified in Section 2.01 or shall be back-dated by the total days of such delay. Tenant shall perform such work without interfering with other construction on the premises or in the Center, and shall cooperate with Landlord's general contractor and their subcontractors. Landlord shall require its general contractors and their subcontractors to cooperate with Tenant's contractors.~~ Before commencing any work in the premises, with or without prior notice from Landlord, Tenant shall promptly furnish to Landlord the public liability insurance coverage required by Section 15.02 hereof (together with an endorsement covering liabilities incurred in connection with the work undertaken by Tenant).

Section 1.02. Tenant's Construction Data.

~~Where materials, colors, or other construction information or data are not indicated on Exhibit 2 or on plans furnished~~ by Tenant at Landlord's request, Landlord or its architect may submit choices to Tenant for its selection. Tenant shall cooperate with Landlord by furnishing such selections, information and data as may be requested by Landlord or its architect from time to time. If Tenant fails to furnish any selections, information or data requested by Landlord or its architect within seventy-two (72) hours after such request, then Landlord may proceed on the basis of data and information available to Landlord, and Landlord may make any required selections. If Tenant thereafter requests any changes in the construction of the premises respecting matters on which it failed to furnish timely information, data or selections, the inclusion of such changes shall be at the discretion of the Landlord, and if included, then (a) Tenant shall pay all costs incurred by Landlord on account of such changes, and (b) the beginning of the period specified in Section 2.01 (a) shall be deemed to be back-dated by the aggregate number of days of delay in the substantial completion of the premises caused by the incorporation of such changes in the work, whether such delay occurs before or after the commencement of construction by Landlord.

Section 1.03. Financing.

~~Is a condition of all the Landlord's obligations under this Article I that within Six (6) months from the date hereof, which period may be extended by Landlord up to a total of eighteen (18) months, Landlord obtains commitment for construction money and permanent mortgage loan financing for the buildings shown on Exhibit 1 in an amount and on terms satisfactory to Landlord. If at the end of said six (6) month period, or any extension of extensions thereof as aforesaid Landlord has not obtained such commitments, it may cancel this Lease by giving written notice to Tenant. In the event this Lease is canceled under the provisions of this Section 1.03, neither party shall have any further obligation or liability to the other under or with respect to~~ this Lease.

ARTICLE II
TERM

Section 2.01. Commencement Date and Length of Term.

The term of this Lease shall commence on the earlier to occur of March 21, 1983 and shall terminate March 31, 1988 ~~[illegible] the last day of the last full calendar month following the date of the Lease shall not have commenced or unless the (1) day of the first full calendar month thereafter if the term

limited to, all of the costs set forth on Exhibit 3 hereto, and shall be determined by Landlord and billed no less often than annually for such fiscal year as Landlord may adopt for such purpose, except that Landlord may temporarily adopt a longer or shorter accounting period for a specified period following the opening of the Center. Payments shall be made in monthly installments starting at the beginning of the term, concurrently with minimum rent payments, based on estimated costs projected by Landlord from time to time, except that until Tenant is otherwise advised, Tenant's initial monthly installments shall be at the annual rate of ¢ per square foot of floor space in the premises for contributions for common areas. The monthly installments paid by Tenant shall be adjusted within thirty (30) days after Landlord determines its actual costs for any fiscal period, to reflect Tenant's actual share of such costs, at which time Tenant shall pay any balance owing on its annual contribution, or shall be refunded any excess, as the case may be; except that the monthly payments made at the above specified rate shall also be adjusted (prospectively and retroactively) to the fiscal year proportion adopted by Landlord before the initial accounting period ends.

ARTICLE VIII
ASSIGNMENT AND SUBLETTING

Section 8.01. Restrictions on Assignment.

Tenant shall not assign this Lease or sublease all or any part of the premises, nor permit other persons to occupy or conduct business in said premises or any part thereof, nor grant any license, concession management contract or franchise for all or any part of the premises. Any assignment by operation of law, attachment or assignment for the benefit of creditors shall, at Landlord's option, be inoperative. If Tenant is a corporation, any transfer of any of Tenant's issued and outstanding capital stock or any issuance of additional capital stock, as a result of which the majority of the issued and outstanding capital stock of Tenant is held by a corporation, firm, or person or persons who do not hold a majority of the issued and outstanding capital stock of Tenant on the date hereof, shall be deemed a prohibited assignment under this Section 8.01. If Tenant is a partnership, any transfer of any interest in the partnership or any other change in the composition of the partnership which results in a change in the management of Tenant from the person or persons managing the partnership on the date hereof, shall be deemed a prohibited assignment under this Section 8.01.

Section 8.02. No Waiver.

If Landlord at any time consents in writing to any assignment or sublease as defined in and prohibited by Section 8.01, in addition to any other consideration that may pass between the parties in connection therewith, Tenant and any such assignee or sublessee shall be deemed to have covenanted not to make any further assignment or sublease contrary to the provisions of Section 8.01, and such covenant shall be deemed to have been made as of the date of such consent and shall take effect prospectively from the date thereof.

ARTICLE IX
REPAIRS

Section 9.01. Repairs by Landlord.

Subject to delays which are caused by labor disputes, inability to obtain materials or labor on reasonable terms, delays excusable under the AIA General Conditions from time to time in force, or any cause whatsoever not due to the fault of Landlord (including Tenant's failure to furnish information as hereinafter provided), Landlord shall make all necessary repairs to the roof and necessary structural repairs to the exterior walls of the premises, provided that Tenant gives Landlord written notice of the necessity of such repairs and that the need for such repairs is not due to any act or omission of Tenant, its agents, servants or contractors.

Section 9.02. Repairs by Tenant.

Saving and excepting the repairs for which Landlord is responsible under Sections 9.01 and 19.01, Tenant shall keep the premises, and all systems, equipment and facilities in the premises in good condition and repair, and shall make all replacements required to maintain said status of repair. Tenant shall also keep in clean condition and repair the common areas within forty (40) feet of the wall in which the premises service door is located.

Section 9.03. Quality of Work and Warranties.

All repairs and replacements made by the parties shall be equal in quality to the original construction. Landlord shall assign to Tenant the benefits of all warranties received from contractors in connection with the original construction of the premises

ARTICLE X
UTILITIES

Section 10.01. Payment for Utilities.

Beginning with the earlier of (i) the date that Tenant enters the premises pursuant to Section 2.03(b), or (ii) the date the premises are substantially completed, Tenant shall pay, when due or when billed by Landlord, all charges for water and sewer service furnished to the premises based on the usage shown by a utility company meter for the premises or by a submeter for the premises installed by Landlord, and a proportionate share of water meter and fire service charges for the Center. If neither meter is furnished, Tenant shall pay Landlord a proportionate share of the Center's water and sewer bills, based on the ratio of the premises floor area to all lease; floor area in the Center. Tenant shall also pay, when due, all consumption charges for all other utility service furnished to the premises, including, but without limitation, heat, air conditioning, electricity, and telephone.

Landlord shall not be liable to Tenant for damages because of any interruptions in utility services, and Tenant shall not be entitled to claim a constructive eviction due to such interruption, but Landlord shall proceed with reasonable diligence to restore such service to the extent that it is within Landlord's control to do so.

ARTICLE XX
EMINENT DOMAIN

Section 20.01. Effect of Total or Partial Condemnation.

If the leased premises is condemned in whole or part under the power of eminent domain, this Lease shall terminate as to the part condemned on the date title or possession vests in the condemning authority, whichever is first.

Section 20.02. Partial Condemnation Procedure.

If any condemning authority notifies Landlord of a proposed condemnation of more than 25% of the ground floor area of the premises, Landlord shall give Tenant written notice of the proposed condemnation together with whatever plats and data are furnished to Landlord by the condemnor concerning the extent of the proposed condemnation of the premises. Tenant shall have fifteen (15) days after the date of such notice in which to elect to cancel this Lease effective upon consummation of the condemnation. If Tenant gives Landlord written notice of such election within said fifteen (15) days, and if the proposed condemnation is consummated, then this Lease shall terminate entirely on the same date that this Lease terminates as to the condemned portion of the premises under Section 20.01. If Tenant does not make a timely election to cancel this Lease, and the condemnation is consummated, then Landlord shall, subject to the excusable delays under Section 9.01, restore the remaining premises as a complete architectural unit, and the minimum rent hereunder shall thereafter be reduced proportionately to the reduction in the ground floor area of the premises.

Section 20.03. Other Condemnations in the Center.

If more than twenty-five percent (25%) of the ground floor area of the building in which the premises is located or of other buildings in the Center is condemned under the power of eminent domain, or if the nature, location or extent of any proposed condemnation (effective the Center) is such that Landlord elects in good faith to demolish all or substantially all of the mall or of the building in which the premises is located, then Landlord may terminate this Lease by giving written notice of termination to Tenant at any time after such condemnation, and this Lease shall terminate on the date specified in such notice.

Section 20.04. Condemnation Awards.

In the event of any condemnation of all or part of the premises or the Center, Tenant shall not be entitled to share in any part of the condemnation award (including consequential damages) for the taking, either for its lease estate or for its rights to use any of the common areas of the Center, whether or not this Lease is terminated under the provisions of this Article XX by reason of such condemnation. Tenant shall, however, be entitled to retain any separate award obtained from the condemning authority for moving expenses, loss of trade fixtures, and loss of business, to the extent compensable without diminution of Landlord's award.

Section 20.05. Condemnation After Discontinuance of Business.

All rights of Tenant under this Article XX to cancel this Lease or to receive reductions of rent, and to claim the benefits of Section 20.01 as to a partial condemnation, shall be operative only if Tenant is not in default of its obligation to continuously conduct business under Section 6.02 on the date Landlord notifies Tenant of any proposed condemnation.

Section 20.06. Definitions.

As used herein the terms "condemned" and "condemnation" include sale by Landlord to a condemning authority under threat of condemnation. Landlord shall have the power and authority to convey the entire fee simple title in all or any part of the premises or the Center to the condemning authority without Tenant's joinder, and any such conveyance by Landlord alone shall be deemed free and clear of any leasehold or other interest of Tenant therein, and any condemning authority shall be entitled to rely upon the provision of this sentence in accepting a deed from Landlord alone. As used herein the term "condemnation award" includes the proceeds of any sale by Landlord to a condemning authority under threat of condemnation.

ARTICLE XXI
ADVERTISING CONTRIBUTION

Section 21.01

~~Tenant shall pay Landlord a monthly advertising contribution of $~~ which contribution (in addition to the advertising contributions from other tenants of the Center) shall be used by Landlord, in its sole discretion, to advertise and promote the Center. Tenant's monthly advertising contribution shall be increased annually, as of the first day of each lease year, proportionately to the increase, if any, in the Consumer Price Index, All Urban Consumers, All Items (1967 = 100) for Baltimore City published by the Bureau of Labor Statistics of the U.S. Department of Labor between the calendar quarter in which the term of this Lease begins and the calendar quarter immediately preceding the first day of the lease year for which the adjustment is being made, all such increases to be apportioned for fractional lease years. Payments shall be made monthly starting at the beginning of the term and made concurrently with minimum rent payments. Tenant acknowledges and agrees that its advertising contribution will be used by Landlord to advertise and promote the Center, but is not intended as a substitute for normal retail advertising by Tenant and Tenant agrees to actively and continuously advertise its business conducted in the Center and to spend that percentage of its gross receipts as customary for its type of business in order to continuously advertise and promote its business in the Center.

ARTICLE XI
TENANT'S OPERATIONS, ALTERATIONS, SIGNS AND LAW COMPLIANCE

Section 11.01. Rules and Regulations.

Tenant shall at all times comply with the rules and regulations set forth on Exhibit 4 hereto, and with any additions thereto and modifications thereof adopted from time to time by Landlord, and each such rule or regulation shall be deemed as a covenant of this Lease to be performed and observed by Tenant.

Section 11.02. Garbage Collection Service.

Landlord may, from time to time, elect to provide garbage and trash collection service for the premises. If Landlord so elects, Tenant shall cooperate with Landlord in the scheduling of such collection service and Tenant shall not use any other garbage or trash collection service at the premises. The cost of any such service shall be included in the Landlord's common area costs or shall be billed monthly to Tenant, based on the ratio of the floor area of the premises to the aggregate floor area of all tenants to whom Landlord furnishes such service. Landlord may at any time terminate such collection service upon the giving of ten (10) days' advance notice to Tenant.

Section 11.03. Alterations.

Tenant shall not make any alterations, additions or improvements to the store front of the premises or any alterations, additions or improvements affecting structural or support elements of the building of which the premises are a part, or affecting any utility system serving the premises or other parts of the Center, or any alterations of or change in the entrance or entrance doors between the mall and the premises (if any). Any alterations, additions or improvements by Tenant which are permitted hereunder or hereafter approved by Landlord shall immediately become the property of Landlord and remain upon the premises at the end of the term unless Landlord notifies Tenant to restore the premises to its original condition, in which event Tenant shall comply with such requirement prior to the expiration of the term. If the premises is not on the mall, Tenant shall not provide a patron entrance to the premises in addition to the entrance existing at the beginning of the term, and if the premises abuts the mall, Tenant shall not provide a patron entrance to the premises other than the entrance from the mall. Tenant shall not cut or drill into, or secure any fixtures, apparatus or equipment of any kind to, any part of the premises without Landlord's prior written consent; and if Tenant shall in any way cut through or pierce the roof or exterior walls of the premises, the Landlord's repair obligations respecting the roof or exterior walls (as the case may be) under Section 9.01 hereof shall thereupon terminate. Before undertaking any alterations permitted hereunder or consented to by Landlord hereunder, Tenant shall obtain and furnish to Landlord an endorsement to the public liability insurance policy required to be carried by Tenant under Section 15.02 hereof to cover liabilities incurred in connection with any work undertaken by Tenant.

Section 11.04. Signs.

Tenant shall not, without Landlord's prior written consent, place, suffer to be placed, or maintain any sign, billboard, marquee, awning, decoration, placard, lettering, advertising matter, or other thing of any kind, whether permanent or temporary, on the exterior of the premises, or in or on any glass window, window showcase, or door of the premises. In the event of any violation of this Section 11.04 by Tenant, Landlord may take such action as it sees fit to abate such violation, and Tenant shall pay to Landlord all expenses incurred by Landlord in connection therewith.

Section 11.05. Compliance with Laws and Insurance Requirements.

Tenant shall promptly comply with all laws, rules, regulations, requirements and recommendations of governmental bodies and public authorities and of the local board of fire underwriters, rating Bureau or other fire insurance rating organization for the area in which the premises are located and of the Landlord's insurers, pertaining to the premises or the use and occupancy thereof, or to fire preventive, warning and extinguishing apparatus. Tenant shall not do or suffer to be done, or keep or suffer to be kept anything in or about the premises which will contravene any of Landlord's insurance policies on the Center or any part thereof (including without limitation fire, casualty, liability, boiler and rent insurance) or which will prevent Landlord from procuring such policies in companies reasonably acceptable to Landlord, or which will impair Landlord's rights to collect on any insurance policy. Tenant shall pay to Landlord a proportionate share of the annual insurance premiums on the Center based on the ratio of the premises floor area to all leased building floor area included in, covered by or related to the policies on the Center. Payments of Tenant's proportionate share of such annual insurance premiums shall be equal to one-twelfth (1/12) of the annual insurance premiums and shall be made monthly starting at the beginning of the term, concurrently with the minimum rent payments.

ARTICLE XII
MECHANIC'S LIENS AND OTHER LIENS

Section 12.01. Mechanic's and Materialmen's Liens.

If any mechanic's or other lien is filed against any part of the Shopping Center by reason of any labor, material or service furnished or alleged to have been furnished to Tenant or for any change, alteration, addition or improvement to the premises made by Tenant, Tenant shall cause such lien to be released of record by payment, bond or otherwise as allowed by law, at Tenant's expense, within five (5) days after the filing thereof, and Tenant shall, at its expense, defend any proceeding for the enforcement of any such lien, discharge any judgment thereon and save Landlord harmless from all losses and expenses resulting therefrom, including counsel fees and other expenses incurred by Landlord if it elects to defend or participate in the defense of such proceeding.

Section 12.02. Other Liens.

Tenant shall not permit the premises to be subjected to any statutory lien by reason of any act or omission on the part of Tenant or any of its approved concessionaires, licensees, or sublessees or their respective agents, servants, employees or contractors, and in the event that any such lien attaches to the premises or the Center, Tenant shall discharge the same promptly by payment, bond or otherwise as allowed by law, at its own expense, within five (5) days after the filing thereof.

ARTICLE XIII
ROOF, WALLS AND INTERIOR

Section 13.01. Use of Roof and Walls by Landlord.

Landlord reserves the exclusive rights to the use of all or any part of the roof of the premises, air space thereabove, and the rear and side walls of the premises, for support or other purposes.

Section 13.02. Pipes and Conduits.

Landlord reserves the right to install and maintain pipes, conduits, wires and ducts in and through the premises to serve any other part of the Center, so long as any visible installation does not unreasonably interfere with the use or appearance of the premises.

ARTICLE XIV
RADIUS RESTRICTION

Section 14.01.

Tenant covenants for itself, and for any subsidiary corporation (if Tenant is a corporation), and for every partner in Tenant (if Tenant is a partnership) that so long as this Lease is in force and effect, or until the fixed termination date under Section 2.01 in case of premature termination of this Lease by Landlord due to default by the Tenant, neither Tenant nor any such subsidiary or partner shall, within two (2) miles of any boundary of the Center, directly or indirectly own, lease (as landlord or tenant), operate, or be financially interested in a business of the type permitted to be conducted on the premises under Section 6.01(a). In the event of a breach of the provisions of this Section 14.01 by Tenant, or in the event of a breach of paragraph 10 of the Guaranty annexed hereto, if any, then in addition to any other remedy available to Landlord at law or in equity on account thereof, Landlord may require that all sales made from any store in which such business is operated be included in the gross sales of the premises (for the purpose of computing percentage rent under this Lease) as though said sales had actually been made from the premises, and Landlord may require all such sales to be reported under Section 4.02(f) hereof.

ARTICLE XV
PUBLIC LIABILITY AND INSURANCE

Section 15.01. Damage to Landlord's Property.

Tenant shall indemnify Landlord for any damage to any property of Landlord in the Center caused by or arising out of or in connection with any act or omission of Tenant, its employees, servants, agents, or contractors, or Tenant's occupancy or use of the premises or common areas, or any thing, matter or condition of, on or pertaining to the premises, or any breach by Tenant of any term, covenant or condition of this Lease to be performed or observed by Tenant.

Section 15.02.

(a) **Indemnity of Landlord.** Tenant shall defend, indemnify, and save Landlord harmless from and against any and all claims, actions, demands, damages, liability and expenses (including counsel fees) for injury to the property of others and injury or death of persons, which is caused by or arises out of or in connection with Tenant's use or occupancy of the premises or the common areas, or any thing, matter or condition of, on or pertaining to the premises, or any act or omission of Tenant, its agents, employees, servants, or contractors, or out of breach by Tenant of any term, covenant or condition of this Lease to be performed or observed by Tenant.

(b) **Liability Insurance.** Throughout the term Tenant shall, at its expense, maintain comprehensive general public liability insurance, automobile liability insurance, boiler liability insurance (if applicable to the premises), and sprinkler damage liability insurance, covering personal injury and property damage occurring on the premises, in the common areas, or elsewhere in the Center, and which shall include Landlord and Tenant as named insureds, and shall include contractual indemnity coverage for Tenant's liability under Section 15.02(a). Such policy shall have minimum liability limits of Five Hundred Thousand Dollars ($500,000.00) for bodily injury or death of one person, One Million Dollars ($1,000,000.00) for injury or death of more than one person in any one accident, and Fifty Thousand Dollars ($50,000.00) for property damage for each accident, and all such policies shall be written on an occurrence basis. The minimum limitations above set forth shall, at Landlord's option, be increased on every fifth anniversary of the commencement date of the term by Twenty percent (20%) of the limitations then applicable under the provisions of this Section 15.02(b).

(c) **Plate Glass Insurance.** Throughout the term Tenant shall, at its expense, maintain plate glass insurance for the full replacement value of all of the plate glass in the premises.

(d) **Rental Value Insurance.** Throughout the term Tenant shall, at its expense, maintain rental value or business interruption insurance in amounts not less than the rent and additional rent required to be paid hereunder. To the extent possible Tenant hereby assigns to Landlord that portion of insurance proceeds payable thereunder equal to the rent and additional rent, and Tenant shall notify the insurance company of this assignment and request that any such proceeds be paid directly to Landlord.

(e) **Carrier Rating.** All insurance required under this Lease shall be written with insurance companies licensed to do business in the state where the Center is located and rated by Best's Manual A+ as to general policy holders rating, and class XII or higher as to financial rating, and shall contain an endorsement requiring thirty (30) days prior written notice to Landlord of any modification, cancellation or surrender.

(f) **Delivery of Policies.** Prior to the beginning of the term Tenant shall deliver to Landlord the original insurance policies required to be carried under this Article and Articles XVII and XIX bearing a notation by the insurer or its agent that the premium is paid, and renewal certificates of each such policy shall be delivered to Landlord at least thirty (30) days prior to the expiration of any policy term bearing a notation that the renewal premium has been paid. The insurance required to be carried by Tenant under this Section 15.02 may be carried under a policy commonly known as a "blanket policy", but Tenant shall furnish to Landlord a copy of such policy, any endorsements thereto required by this Article, and evidence of Landlord's coverage under such policy.

ARTICLE XVI
REAL ESTATE TAXES

Section 16.01. Payment of Taxes. See page 14

~~Tenant shall pay Landlord the annual real estate or other taxes and special assessments imposed on or with respect to the~~ premises or its use and occupancy (including, but not limited to, front foot or benefit assessments, sewer, water or paving, and any rent or occupancy tax which may be imposed). It is contemplated that the real estate taxes and special assessments will be combined with the tax assessment and special assessments for the entire Center and it is agreed that, if such is the case, Tenant shall pay to Landlord an amount which bears in the same proportion to the total taxes and assessments for the Center as (i) the gross leasehold floor area of the premises bears to (ii) the gross leasehold floor area of buildings in the Center included in the assessment used by the taxing authority in calculating the tax bill with respect to which a demand for taxes is made upon Tenant; but in calculating the gross leasable floor area in the Center and the premises, floor space on levels other than the ground floor shall be reduced by fifty percent (50%). Tenant shall pay all real estate or other taxes attributable to the original and subsequent improvements to the premises made by Tenant. When Tenant makes a partial or total improvements to the premises (including any in original construction), it shall promptly furnish Landlord with a certified statement of the cost; and the taxes attributable thereto shall be deemed to be the product obtained by multiplying such cost by the composite tax rate applicable to the Center from time to time. Payments equal to one-twelfth (1/12th) of the annual taxes, assessments and other charges shall be made monthly starting at the beginning of the term, concurrently with the minimum rent payments.

Section 16.02. Licenses and Permits.

Tenant shall be responsible for obtaining all permits respecting Tenant's use and occupancy of the premises, and shall pay all mercantile license charges, occupancy permit fees, license fees or other charges or taxes such are imposed on or with respect to the premises or the use and occupancy thereof.

ARTICLE XVII
TENANT'S PROPERTY

Section 17.01. Trade Fixtures.

(a) All trade fixtures and equipment (called "fixtures" in this Article) installed by Tenant in the premises shall be new at the time of installation and shall be owned, leased or financed in the name of Tenant only. Promptly upon Landlord's request, Tenant shall furnish Landlord with evidence of the nature of its interest in such fixtures. Throughout the term, such fixtures shall be maintained by Tenant in attractive condition and in good repair, and shall remain the property of Tenant. Such fixtures shall be removable at the expiration of the term of this Lease if Tenant is not then in default under this Lease, and shall be removed by Tenant at the end of the term upon Landlord's demand; and upon removal Tenant shall repair any damage to the premises caused by installation or removal of such trade fixtures and any wear and tear caused by the presence or use of such fixtures. The term "fixtures" does not include any items to be installed or paid for by Tenant under Section 8 of Exhibit 2.

(b) Tenant hereby grants to Landlord a security interest in all of its fixtures from time to time located on the premises, as security for the payment of rent and the performance of Tenant's other obligations under this Lease to the extent of the reasonable value of such fixtures; and Tenant shall on request furnish to Landlord an itemized list of such fixtures (with serial numbers), and shall execute upon request a standard financing statement and any further documents evidencing this assignment which may, in the reasonable judgment of Landlord, be required under law to perfect the security interest of Landlord and shall pay to Landlord all costs and taxes for recording such financing statement. Upon any default by Tenant under this Lease, Landlord may foreclose on the security interest created by this subsection. Upon any such foreclosure, if Landlord elects to conduct a private sale of the collateral, then Landlord shall be entitled to purchase the Tenant's interest in the collateralized fixtures for an amount equal to the original cost of such fixtures, less accumulated depreciation thereon from the date of installation (computed by the double declining balance method of depreciation over a life based upon applicable IRS Guidelines), and less any principal balance and interest due by Tenant to the holder of any prior lien upon such fixtures.

(c) Prior to the beginning of the term and at any other time Tenant installs fixtures in the premises, Tenant shall obtain agreements, in form satisfactory to Landlord, from the lessors and holders of all security interests in Tenant's fixtures on the premises, providing that: (i) before such fixtures are removed or sold by reason of Tenant's default under any fixture lease or security agreement, such lessor or security holder shall give Landlord written notice of its intention to foreclose or repossess such fixtures, and Landlord shall have 60 days thereafter in which to assume Tenant's obligations under any such fixture lease or to purchase any security interest in fixtures for the outstanding debt secured thereby; (ii) the lessor or security holder shall not remove such fixtures during the said 60 day period without Landlord's approval; (iii) notwithstanding item (ii) hereof, upon termination of this Lease the lessor or security holder shall remove such fixtures within 30 days after notice from Landlord to do so, or within 30 days after the expiration of the aforesaid 60 day period in the absence of notice of removal, and upon failure to do so such fixtures shall, at Landlord's option, be considered to be abandoned property and may be removed by Landlord at the expense of the lessor or security holder; and (iv) if such lessor or security holder removes any such fixtures, it will repair any damage to the premises caused either by the installation or by the removal thereof.

Section 17.02. Negligence of Landlord and Acts of Other Tenants.

(a) Tenant shall carry standard fire and extended coverage insurance on its trade fixtures, merchandise and other personal property in the premises for their full replacement value and the provisions of Section 15.02(d) and (e) shall apply with respect to such insurance. Landlord shall not be liable to Tenant for any damage to any such property or to any property required to be insured by Tenant pursuant to Section 19.01 from any cause, unless (i) such damage is due to Landlord's negligence, and (ii) such damage is caused by an occurrence which is not an insured hazard under the standard fire and extended coverage insurance which is available for insuring such property of Tenant at the time of the loss; it being understood that it is not the intention of the parties that Landlord be relieved from liability to Tenant for negligence contrary to any statute or public policy of the State of Maryland, but rather that Tenant avail itself of available insurance coverage without subrogating Landlord to liability for losses that could have been insured, and without subjecting Landlord to subrogation claims of any insurer.

(b) Landlord shall not be liable to Tenant for damage to Tenant's property due to the negligence or intentional acts of any other tenant in the Center or to any condition existing on or emanating from the premises of any other tenant which is caused by such tenant or its agents or contractors, nor shall Tenant be entitled to an abatement of rent or to claim an actual or constructive eviction, whole or partial, permanent or temporary, by reason of any such condition on or emanating from such other tenant's premises.

ARTICLE XVIII
LANDLORD'S ENTRY ON PREMISES

Section 18.01.

Landlord and its representatives may enter the premises at any time to inspect the premises, to enforce the provisions of this Lease, to make repairs required of it hereunder, to rectify defaults of Tenant pursuant to the rights granted to Landlord under Section 23.01, to make repairs to other premises in the Center, to check the temperature in the premises, and to repair any utility lines or system or systems servicing other parts of the Center, or to rectify any condition in the premises adversely affecting other occupants of the Center. Landlord may bring upon the premises all things necessary to perform any work done in the premises pursuant to this Section 18.01. If the premises shall not be open for business at any time Landlord deems it necessary to enter therein, Landlord may enter the premises by means of a master key, or by force, and Tenant hereby waives any claim against Landlord or its agents which may arise by reason of any such entry. Nothing herein contained shall be deemed or construed to impose upon Landlord any obligation or responsibility whatsoever for the care, maintenance or repair of the premises, except as otherwise specifically provided in this Lease. Any work performed by Landlord hereunder shall be completed expeditiously, subject to delays excusable under Section 9.01.

ARTICLE XIX
FIRE OR OTHER CASUALTY

Section 19.01.

If the premises shall be damaged or destroyed by fire, or other casualty included in the standard extended coverage endorsement to fire insurance policies used in Maryland, Landlord shall, with reasonable diligence, but subject to delays in adjusting the insurance loss and excusable delays under Section 9.01, repair the damage to (or replace) those parts of the premises and the facilities thereon which were originally constructed and/or installed by Landlord at its expense under Exhibit 2. If Landlord makes any repairs or replacements because of damage arising out of any casualty (or if damage arising out of any casualty is limited to those parts of the premises and the facilities thereon which were originally constructed and/or installed by Tenant or at Tenant's expense under Exhibit 2 and/or other leasehold improvements made by Tenant on the premises), then Tenant shall with reasonable diligence repair the damage to (or replace) those parts of the premises and the facilities thereon which were originally constructed and/or installed by Tenant or at Tenant's expense under Exhibit 2, and all other leasehold improvements made by Tenant on the premises. Notwithstanding the foregoing, if as a result of any casualty the premises is substantially destroyed, or the building in which the premises is located is substantially destroyed or damaged (irrespective of damage to the premises), then Landlord may, by written notice to Tenant within six (6) months after such occurrence, elect to terminate this Lease, in which event this Lease shall terminate on the date specified in such notice, and all obligations of the parties hereunder shall be adjusted as of such date. Except as otherwise provided in this Section 19.01, this Lease shall not terminate as a result of any damage or destruction to the premises.

Tenant shall carry standard fire and extended coverage insurance for the full replacement value of those parts of the premises and the facilities therein which were originally constructed and/or installed by Tenant or at Tenant's expense under Exhibit 2, and on all other leasehold improvements made by Tenant or at Tenant's expense. All such insurance shall include Landlord and/or, at Landlord's option, any holder of a deed of trust or mortgage upon the premises, as named insureds. In the event of termination of this Lease for any reason, said insurance policy and the right to all proceeds thereunder shall belong to Landlord.

ARTICLE XX
EMINENT DOMAIN

Section 20.01. Effect of Total or Partial Condemnation.

If the leased premises is condemned in whole or part under the power of eminent domain, this Lease shall terminate as to the part condemned on the date title or possession vests in the condemning authority, whichever is first.

Section 20.02. Partial Condemnation Procedure.

If any condemning authority notifies Landlord of a proposed condemnation of more than 25% of the ground floor area of the premises, Landlord shall give Tenant written notice of the proposed condemnation together with whatever plats and data are furnished to Landlord by the condemnor concerning the extent of the proposed condemnation of the premises. Tenant shall have fifteen (15) days after the date of such notice in which to elect to cancel this Lease effective upon consummation of the condemnation. If Tenant gives Landlord written notice of such election within said fifteen (15) days, and if the proposed condemnation is consummated, then this Lease shall terminate entirely on the same date that this Lease terminates as to the condemned portion of the premises under Section 20.01. If Tenant does not make a timely election to cancel this Lease, and the condemnation is consummated, then Landlord shall, subject to the excusable delays under Section 9.01, restore the remaining premises as a complete architectural unit, and the minimum rent hereunder shall thereafter be reduced proportionately to the reduction in the ground floor area of the premises.

Section 20.03. Other Condemnations in the Center.

If more than twenty-five percent (25%) of the ground floor area of the building in which the premises is located or of other buildings in the Center is condemned under the power of eminent domain, or if the nature, location or extent of any proposed condemnation (effective the Center) is such that Landlord elects in good faith to demolish all or substantially all of the mall or of the building in which the premises is located, then Landlord may terminate this Lease by giving written notice of termination to Tenant at any time after such condemnation, and this Lease shall terminate on the date specified in such notice.

Section 20.04. Condemnation Awards.

In the event of any condemnation of all or part of the premises or the Center, Tenant shall not be entitled to share in any part of the condemnation award (including consequential damages) for the taking, either for its lease estate or for its rights to use any of the common areas of the Center, whether or not this Lease is terminated under the provisions of this Article XX by reason of such condemnation. Tenant shall, however, be entitled to retain any separate award obtained from the condemning authority for moving expenses, loss of trade fixtures, and loss of business, to the extent compensable without diminution of Landlord's award.

Section 20.05. Condemnation After Discontinuance of Business.

All rights of Tenant under this Article XX to cancel this Lease or to receive reductions of rent, and to claim the benefits of Section 20.01 as to a partial condemnation, shall be operative only if Tenant is not in default of its obligation to continuously conduct business under Section 6.02 on the date Landlord notifies Tenant of any proposed condemnation.

Section 20.06. Definitions.

As used herein the terms "condemned" and "condemnation" include sale by Landlord to a condemning authority under threat of condemnation. Landlord shall have the power and authority to convey the entire fee simple title in all or any part of the premises or the Center to the condemning authority without Tenant's joinder, and any such conveyance by Landlord alone shall be deemed free and clear of any leasehold or other interest of Tenant therein, and any condemning authority shall be entitled to rely upon the provision of this sentence in accepting a deed from Landlord alone. As used herein the term "condemnation award" includes the proceeds of any sale by Landlord to a condemning authority under threat of condemnation.

ARTICLE XXI
ADVERTISING CONTRIBUTION

Section 21.01

~~Tenant shall pay Landlord a monthly advertising contribution of $~~ which contribution (in addition to the advertising contributions from other tenants of the Center) shall be used by Landlord, in its sole discretion, to advertise and promote the Center. Tenant's monthly advertising contribution shall be increased annually, as of the first day of each lease year, proportionately to the increase, if any, in the Consumer Price Index, All Urban Consumers, All Items (1967 = 100) for Baltimore City published by the Bureau of Labor Statistics of the U.S. Department of Labor between the calendar quarter in which the term of this Lease begins and the calendar quarter immediately preceding the first day of the lease year for which the adjustment is being made, all such increases to be apportioned for fractional lease years. Payments shall be made monthly starting at the beginning of the term and made concurrently with minimum rent payments. Tenant acknowledges and agrees that its advertising contribution will be used by Landlord to advertise and promote the Center, but is not intended as a substitute for normal retail advertising by Tenant and Tenant agrees to actively and continuously advertise its business conducted in the Center and to spend that percentage of its gross receipts as customary for its type of business in order to continuously advertise and promote its business in the Center.

ARTICLE XXII
BANKRUPTCY OR INSOLVENCY

Section 22.01.

If any transfer of Tenant's interest in the premises created by this Lease shall be made under execution or similar legal process, or if a petition is filed by or against Tenant to adjudicate Tenant a bankrupt or insolvent under any federal or state law, or if a receiver or trustee shall be appointed for Tenant's business or property and such appointment is not vacated within ten (10) days, or if a petition is filed by or against Tenant under any provision of federal or state law for a corporate reorganization or for an arrangement with its creditors, or if Tenant makes an assignment or deed of trust for the benefit of its creditors, or if in any other manner Tenant's interest under this Lease shall pass to another by operation of law, then, in any such event, Tenant shall be deemed to have committed a material breach of this Lease, and Landlord may, at its option, terminate this Lease and reenter the premises; but, notwithstanding such termination, Tenant shall remain liable for all rent and damages which may be due at the time of such termination and for the liquidated damages set forth in Section 23.03 of this Lease. As used in this Section 22.01 the word "Tenant" includes any guarantor of Tenant's obligations under this Lease. Nothing herein or in Section 23.03 shall be deemed to preclude Landlord from obtaining the maximum amount recoverable from Tenant under law in any proceeding referred to in this Section 22.01, and Tenant hereby covenants that in the event of a termination or reentry under this Section 22.01, Tenant shall be liable to Landlord for the maximum amount recoverable from Tenant under the law pertaining to the proceeding resulting in such reentry or termination by Landlord.

ARTICLE XXIII
DEFAULTS AND REMEDIES

Section 23.01. Abatement of Tenant's Defaults.

If Tenant fails to maintain any insurance required to be maintained by it under this Lease, or fails to furnish evidence of insurance renewals at the times in this Lease required, or allows such insurance to lapse or be cancelled, Landlord may obtain such insurance for Tenant without further notice. If Tenant defaults in the performance or observance of any term, covenant or condition of this Lease, and such default continues for more than five (5) days after notice to be performed or observed by it under this Lease, and such default continues for more than five (5) days after written notice thereof, Landlord may take action to rectify such default on Tenant's behalf, and Landlord may rectify such default on Tenant's behalf immediately and without such notice if immediate action is reasonably believed to be required in order to avoid injury or damage to other persons or property (including Landlord's property). Landlord may enter the premises in order to avoid injury or damage to other persons or property (including Landlord's property). Landlord may enter the premises in order to rectify such defaults. All money advanced and costs and expenses incurred by Landlord in rectifying any default (including Landlord's reasonable legal fees) together with interest thereon at the rate of eight percent (8%) per annum from the date advanced until the date paid by Tenant, shall be repaid by Tenant to Landlord on demand.

Section 23.02. Distrains and Default Rent.

If any payments of rent or additional rent are in arrears for more than ten (10) days, (a) Landlord may distrain therefor, and shall be entitled to the benefit of all laws pertaining to distraint or actions in the nature of distraint, and (b) beginning on the 11th day of arrearage and continuing until such arrearage is paid, Tenant shall be liable to Landlord for payment of additional rent (herein called "arrearage rent" for the purpose of this Section 23.02) for the period of such arrearage at a daily rate equal to 1% of such arrearage for each of the first thirty (30) days thereof, and an annual rate of eight percent (8%) of such arrearage thereafter. Any payments by Tenant to Landlord made after the accrual of arrearage rent may be applied by Landlord to such arrearage rent irrespective of the obligation for which Tenant may earmark such payment.

Section 23.03. Termination and/or Reletting for Default; Liquidated Damages.

If Tenant defaults in the payment of rent or additional rent payable under this Lease, and such default continues for more than five (5) days after written notice thereof, or if Tenant defaults in the performance or observance of any term, covenant or condition to be performed by it hereunder which may be performed merely by the payment of money, and such default is not rectified within five (5) days after written notice thereof, or if Tenant shall allow any insurance policy required to be carried by it hereunder to lapse or to be cancelled and does not cause such insurance to be replaced and furnished Landlord with evidence of such replacement within five (5) days after written notice of such lapse or cancellation from Landlord, its mortgagee, or the insurer; or if Tenant defaults in the performance or observance of any other term, covenant or condition of this Lease on its part to be performed or observed and does not commence to rectify such default within fifteen (15) days after written notice thereof or does not thereafter diligently complete the rectification thereof, or if Tenant vacates or abandons the premises, or if any guarantor of this Lease breaches any covenant of its Guaranty agreement; then, in any of such events, Landlord may, at its option, (i) terminate this Lease and reenter the premises without application to or process of law and without liability for any entry by force, or to reenter the premises in the aforesaid manner without terminating this Lease, and without custody and control thereof for the purpose of protecting the premises and/or for reletting the premises as agent for Tenant, if Landlord elects to relet, and such agency shall be deemed coupled with an interest and shall be irrevocable, and in either such event Landlord shall be entitled to the benefit of all provisions of the public general laws of Maryland and the public local laws and ordinances of the locality in which the premises is located respecting the summary eviction of tenants in default or tenants holding over, or respecting proceedings in forcible entry and detainer. Notwithstanding the foregoing, Section 27.06 shall apply, and

(A) Tenant shall remain liable for any rent and damages which may be due or sustained prior thereto, and shall pay Landlord for all costs and expenses, including but not limited to, attorneys' and brokers' fees and expenses, paid or incurred by Landlord in connection with: (i) obta

Section 2.04. Renewal Option

Tenant shall have the option to renew the original term of this Lease for two renewal terms of five (5) years each following the expiration of the original term, provided that this Lease is in full force and effect and free of defaults by Tenant on the day that each renewal option is exercised and on the day that each renewal term begins. Each renewal term shall be on the same terms, covenants and conditions as the original term except (i) the length of the renewal term shall be as specified in this Section 2.04; and (ii) Tenant shall have no further rights of renewal after the last renewal term provided for herein. Wherever the word "term" appears in this Lease it shall be deemed to mean the original term as extended by the renewal term. Tenant's right of renewal provided for in this Section 2.04 must be exercised by delivery to Landlord from Tenant of an unequivocal written notice of Tenant's election to renew at least twelve (12) months prior to the expiration of the original term, and upon the timely delivery of such written notice, and without any further instrument, this Lease shall be deemed to be renewed and the first renewal term subject to the conditions of this Section 2.04.

Section 16.01. Payment of Taxes.

Tenant shall pay Landlord the annual real estate or other taxes and special assessments imposed on or with respect to the leased premises or its use and occupancy (including, but not limited to, front foot or benefit assessments, sewer, water or paving, and any rent or occupancy tax which may be imposed, but excluding any taxes and assessments on land and buildings not included on the tax bill which covers the premises). It is contemplated that the real estate taxes and special assessments will be combined with the tax assessment and special assessments for other buildings in the Center and if it is agreed that, if such is the case, Tenant shall pay Landlord an amount which bears the same proportion to the total taxes and assessments for the buildings included in the tax bill as (i) the gross leased floor area of the premises bears to (ii) the gross leased floor area of buildings in the Center included in the assessment used by the taxing authority in calculating the tax bill with respect to which a demand for taxes is made upon Tenant; but in calculating the gross leaseable floor area of buildings included in the tax bill and the premises, the floor space on levels other than the ground floor shall be reduced by 50%. Payments equal to 1/12 of the annual taxes, assessments and other charges shall be made monthly starting at the beginning of the term, concurrently with the minimum rent payments. Tenant's obligation to pay its share of the real estate taxes and special assessments shall be apportioned with respect to the tax year or partial tax year in which the term begins and ends, proportionately as the number of days in the term during such tax year or partial tax year bears to 365 (if a full tax year) or to the number of days in the partial tax year (if a partial tax year).

LSG/mch
10/10/77

IN WITNESS WHEREOF the parties hereto have executed this Lease under their respective hands and seals as of the day and year first above written:

ATTEST:

LANDLORD: ROLLING ROAD PLAZA, INC.

F. Patrick Hughes, Asst. Secretary

Joel F. Smith, Vice President & Treasurer (SEAL)

TENANT:

David K. Newson
Exec. Vice-President (SEAL)

STATE OF Maryland, County of Anne Arundel, to wit:
On this 22nd day of February, 1983 before me, the subscriber, a Notary Public of the State of Md., personally appeared Joel F. Smith, Vice President and Treasurer of the above-named Landlord, and he acknowledged the above Lease to be the act of the said Landlord.
IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Frances E. Martin
Notary Public
My Commission Expires July 1, 1986

STATE OF Virginia, County of Fairfax, to wit:
On this 16 day of Feb, 1983 before me, the subscriber, a Notary Public of the state aforesaid, personally appeared David K. Newson, Exec. V.P. President of the above-named Tenant, and he acknowledged the above Lease to be the act of the said Tenant.
IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Robin Ramsay
Notary Public
My Commission Expires 10/31/85

LSG/mch
1/9/83

EXHIBIT 2—SPECIFICATIONS

Date:.....

A. LANDLORD WILL AT ITS COST AND EXPENSE, CONSTRUCT FLOOR, REAR AND SIDE WALLS, AND ROOF, EXTEND THE NECESSARY MAINS AND CONDUITS TO BRING WATER, SANITARY SEWER SERVICE, GAS AND ELECTRICITY TO THE PREMISES, AND WILL INSTALL THE FOLLOWING ITEMS IN THE LEASED PREMISES:

1. HVAC system including ductwork
2. Storefront
3. Electrical system and lighting with 225 amps available excluding HVAC power
4. 2' x 4' lay in accoustical tile ceiling
5. One bathroom
6. Demising walls and stock room partition

B. THE FOLLOWING SHALL BE INCORPORATED IN THE CONSTRUCTION OF THE LEASED PREMISES BY THE PARTY INDICATED, BUT ALL LABOR, MATERIAL AND EQUIPMENT THEREFOR SHALL BE AT TENANT'S COST AND EXPENSE:

All work included in or in addition to the foregoing shall be subject to Landlord's approval as to design, materials and details.

C. PROVISIONS GOVERNING WORK PERFORMED BY TENANT.

1. All work performed by Tenant shall be performed in a first class and workmanlike manner and with new materials.
2. Tenant shall be responsible for obtaining all permits required in connection with the performance of its work.
3. Before Tenant or its contractors commence any work, they shall arrange with Landlord for allocation of space for storage of equipment and materials and for access to the site of the work. Storage of all materials and equipment shall be confined to the areas from time to time designated by Landlord, and access to the site of the work by Tenant's contractors, and their employees and suppliers shall be confined to the routes from time to time designated by Landlord.
4. Connections for utility service for Tenant and its contractors during the construction period shall not be made without prior notice to Landlord and without making arrangements satisfactory to Landlord for payment by Tenant for such connections and service.
5. Tenant shall not engage any contractor for work respecting the premises without Landlord's prior written approval of such contractor.
6. Tenant shall require its contractors to comply with all requirements of Landlord regarding coordination of work in the Center.

7. Tenant shall cause its contractors to remove and dispose of debris, rubbish, surplus materials and temporary structures resulting from Tenant's work in the premises, as may be necessary to avoid interference with construction or when directed by Landlord.
8. Tenant shall cause its contractors to take all reasonable precautions to protect other work in the Center from any damage owing to work performed by Tenant's contractors, and Tenant shall indemnify Landlord for any damage to any other work in the Center caused by Tenant's contractors.
9. If required by Landlord, Tenant shall cause its contractors to furnish performance and labor and material payment bonds from a reputable surety company and which shall include Tenant, Landlord, and other designees of Landlord as obligees, without cost to Landlord or its designees.
10. If, in the opinion of Landlord's insurer, builder's risk insurance is required to be carried on the improvements made by Tenant, in order to prevent Landlord or its contractors from being deemed co-insurers under the builder's risk insurance carried on the improvements constructed by Landlord, Tenant shall carry builder's risk insurance on the work performed by Tenant in such form and amounts as may be required by Landlord's insurers.
11. All work performed by Tenant shall be performed in compliance with applicable laws and regulations.
12. Tenant shall cause its contractors to furnish the customary one year warranty against defects in workmanship and materials, and in the event the lease does not commence or is terminated prior to the expiration of the warranty period Landlord shall be entitled to the benefit of all such warranties, which are hereby assigned to Landlord.
13. If any labor dispute is caused by or related to any of Tenant's contractors, subcontractors or suppliers, Tenant shall upon Landlord's demand, cause the contractor, subcontractor or supplier causing, involved in or related to such labor dispute to immediately cease work and deliveries in the Center until further notice from Landlord.

SHOPPING CENTER
EXHIBIT 3

Common Area Costs

Operating and maintenance costs of the common areas shall mean, for the purposes of Section 7.03 of the Lease, the total costs and expenses incurred in operating and maintaining the common areas and any appurtenances thereto and facilities thereon (or in or on unpaved outdoor areas of the Center or in adjacent public streets or rights of way), including but not limited to the following:

1. Gardening, landscaping, and maintenance of grass, trees, and shrubbery;
2. All premiums for all insurance on the vehicle areas and on any equipment and systems in or pertaining to the vehicle areas, including but not limited to public liability insurance, property damage insurance, automobile insurance, sign insurance, and fire and extended coverage insurance;
3. Watchman service and other security;
4. Personal property taxes on equipment and systems in, pertaining to, or used in maintaining and operating the vehicle areas and other outdoor areas;
5. Maintenance, repair, replacement, and cleaning of: paving, utility conduits, pumping stations and force mains (on and/or off site) utilized for sanitary sewer and water service in the Center, vehicle area lighting facilities, drainage facilities and other utility conduits and facilities in the vehicle areas or in unpaved areas of the Center or public streets, Center signs and wiring, retaining walls, curbs, gutters, fences, sidewalks, canopies, steps, escalators, elevators and ramps on, to, or from the vehicle areas and other outdoor areas of the Center or public streets, exclusive of the cost for a replacement of an asset (or part) for which a depreciation allowance is included hereunder if such replacement cost may not be treated as an expense deduction under Internal Revenue Service Regulations;
6. Utility charges and other costs of lighting of the vehicle areas and Center signs and operating pumping stations, force mains and other like facilities;
7. Vehicle area line painting and removal of snow and ice;
8. Collection and removal of trash from the vehicle areas and other outdoor areas of the Center;
9. Depreciation of all machinery and equipment used in maintaining and operating the vehicle areas (including cleaning and snow removal equipment), and of Center signs, traffic signals, sewer pumping stations and force mains (on and/or off site), which depreciation shall be calculated on a straight line basis and on lives based upon the Internal Revenue Service guidelines from time to time extant;
10. Power and fuel for operating vehicles and equipment used for cleaning, maintenance and snow removal;
11. Salaries of personnel directly engaged in operating, cleaning and maintaining the outdoor common areas (including security personnel and parking attendants), and all related payroll charges and taxes; and
12. A charge for overhead equal to fifteen percent (15%) of all of the foregoing costs and expenses.

#1 Tree

#2 From Church lot looking toward screening

6-21-83

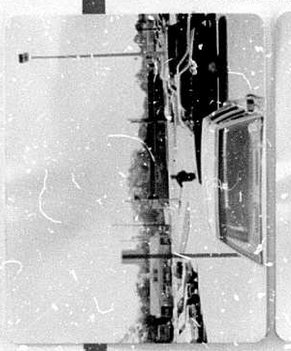
Exhibit 3

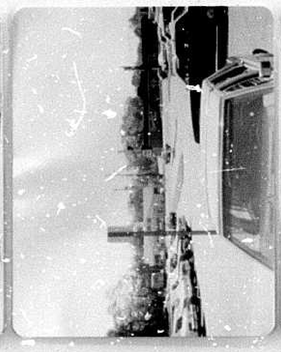
10/10/77

SHOPPING CENTER
EXHIBIT 4
Rules and Regulations

Tenant shall, at all times during the term of the Lease:

1. Use, maintain and occupy the premises in a careful, safe, proper and lawful manner, keep the premises and its appurtenances, including adjoining areas and sidewalks, in a clean and safe condition;
2. Keep the sidewalks and areas contiguous to the premises free of ice, snow and litter;
3. Keep all glass in the doors and windows of the premises clean;
4. Not, without the prior written consent of Landlord, place, maintain or sell any merchandise in any vestibule or entry to the premises, on the sidewalks adjacent to the premises, or elsewhere on the outside of the premises;
5. Keep the premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests, and if by reason of any infestation of the premises by insects, rodents, vermin or other pests, any other store in the Center becomes infested by any such condition, Tenant shall be responsible for exterminating any such condition from other infested stores;
6. Not permit undue accumulations of garbage, trash, rubbish and other refuse in the premises, keep refuse in closed containers within 10 feet of the rear of the premises until removed, and arrange for regular removal of refuse at its expense;
7. Not use, permit or suffer the use of any apparatus or instruments for musical or other sound reproduction or transmission in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the premises;
8. Not load or unload fixtures or merchandise from any premises entrance except the rear delivery entrance;
9. Not deliver or suffer or permit delivery of merchandise to, or collection of refuse from, the premises after 11:00 a.m. on any day;
10. Light the show windows and exterior signs of the premises to the extent that Landlord may from time to time require;
11. Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the premises;
12. Not cause or permit objectionable odors to emanate or be dispelled from the premises;
13. Not overload the floors or electrical wiring and not install any additional electrical wiring or plumbing without Landlord's prior written consent;
14. Not use show windows in the premises for any purpose other than display of merchandise for sale in a neat and attractive manner;
15. Not conduct, permit or suffer any public or private auction sale to be conducted on or from the premises;
16. Not solicit business in the common areas of the Center or distribute hand bills or other advertising materials in the common areas, and if this provision is violated the Tenant shall pay Landlord the cost of collecting same from the common areas for trash disposal;





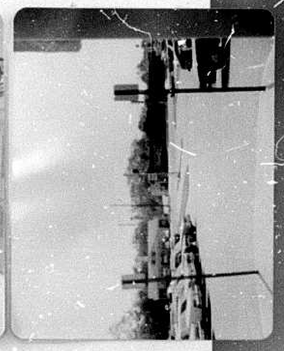


Exhibit 4

PETITION FOR SPECIAL EXCEPTION
1st Election District

ZONING: Petition for Special Exception
LOCATION: Beginning 220 ft. North of Powers Lane, 475 ft. West of the centerline of Rolling Road
DATE & TIME: Thursday, June 9, 1983 at 10:00 A.M.
PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

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

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

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

Beginning for the same at a point on the rear wall of Rollins Avenue Shopping Center and at the dividing wall between 1118 and 1120 North Rolling Road; said point being situate the following two courses and distances from the intersection of the North side of Powers Lane with the centerline of Rolling Road: (1) North 70 degrees 56 minutes 16 seconds West 475 feet and (2) North 19 degrees 03 minutes 44 seconds East 220 feet; thence running from said point of beginning the following twelve courses and distances: (1) North 19 degrees 03 minutes 44 seconds East 55.29 feet along the rear wall of 1120 North Rolling Road (2) South 70 degrees 56 minutes 16 seconds East 94 feet, in part along the dividing wall between 1120 and 1122 North Rolling Road (3) North 19 degrees 03 minutes 44 seconds East 3 feet (4) South 70 degrees 56 minutes 16 seconds East 40 feet (5) North 19 degrees 03 minutes 44 seconds East 32 feet (6) South 70 degrees 56 minutes 16 seconds East 5 feet (7) South 19 degrees 03 minutes 44 seconds West 93.54 (8) North 70 degrees 56 minutes 16 seconds West 34 feet (9) South 19 degrees 03 minutes 44 seconds West 7.50 feet (10) North 70 degrees 56 minutes 16 seconds West 40 feet (11) North 19 degrees 03 minutes 44 seconds East 1.33 feet and (12) North 70 degrees 56 minutes 16 seconds West 94 feet, binding in part along the dividing wall between 1118 and 1122 North Rolling Road to the point of beginning.

Being the property of Rolling Road Plaza, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Thursday, June 9, 1983 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

83-274-X

CERTIFICATE OF PUBLICATION

TOWSON, MD., May 19, 1983

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., ~~once in each of one time successive weeks~~ before the 9th day of June, 1983, the ~~1st~~ publication appearing on the 19th day of May 1983.

THE JEFFERSONIAN,
S. Frank Smith
Manager.

Cost of Advertisement, $ 31.50

Mr. Robert H. Price
1112 North Rolling Road
Baltimore, Md. 21229

APR Associates, Inc.
7427 Harford Road
Baltimore, Md. 21234

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received and accepted for filing this 6th day of May, 1983

WILLIAM E. HAMMOND
Zoning Commissioner

Petitioner: Rolling Road Plaza, Inc.

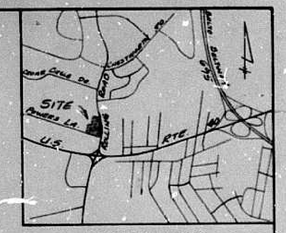
Petitioner's Attorney

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

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY 83-274-X
Towson, Maryland

District 1st
Date of Posting May 19, 1983
Posted for: Special Exception
Petitioner: Rolling Road Plaza, Inc.
Location of property: Beginning 220' +/- of Powers Lane, 475' W. of the C/L of Rolling Road
Location of Signs: Front Wooden fence, 1120, location sign west side of Rolling Road approx. 400' +/- from southern property line, location sign north side of Powers Lane approx. 5' +/- west of Rolling Road
Remarks:
Posted by [signature] Signature
Date of return May 27, 1983
Number of Signs: 3

CHURCH PARKING LOT
EX. 8 FT. HIGH DENSE SCREENING
ZONING D.R. 3.5
CROP FIELD
N 26°-10'-00"E - 153.00'
N 25°-22'-01"E - 100.00'
PROPOSED 8 FT. HIGH 9 GA. CHAIN LINK FENCE WITH 4 FT. HIGH VERTICAL REDWOOD SLATS
PARKING SPACES
1 STY. STUCCO DWLG.
DRIVEWAY
1 STY. FRAME DWLG.
21 PARKING SPACES
21 PARKING SPACES
LIGHTING IN THIS AREA IS RESTRICTED TO THE HOURS OF 8 AM TO 12 AM.
D.R. 3.5 ZONING - USE - PARKING (CASE #79-78-SPH)
21 PARKING SPACES
D.R. 3.5 ZONE B.L. ZONE
6 FT. HIGH DENSE SCREENING
JOHN D. DOYLE 4147/168
ZONING D.R. 3.5
4 FT. HIGH SCREENING AT TOP OF 10 FT. HIGH SLOPE
N 16°-43'-44"E - 220.78'
N 20°-24'-00"E - 70.20'
S 67°-15'-00"E - 701.10'
N 63°-27'-00"W - 125.26'
RADIO ANTENNA
BRICK BUILD.
DUMPSTER
44 PARKING SPACES
TRANSFORMER
DUMPSTER SPACE
DUMPSTER
POINT OF BEGINNING
N 19°-03'-44"E 55.25'
PROPOSED "TEMPORARY" DUMPSTER FOR SPA LADY
N 19°-03'-44"E 142.0'
D.R. 1G ZONING
USE - CONVELESCENT HOME
32 LANE BOWLING CENTER
A B C D E F G H I J K
SPA LADY
#1116 #1118 #1120 #1122 #1124 #1126 #1128 #1130 #1132
24 PARKING SPACES
12 PARKING SPACES
17 PARKING SPACES
4 PARKING SPACES
11 PARKING SPACES
DUMPSTER
55'
M
S 73°-13'-00"E - 255.92'
DENSE WOODS
COMMERCIAL RADIO INSTITUTE, INC. 3503/80
ZONING D.R. 5.5
D.R. 1G
BL-CSA
POWERS LANE
60' R/W
N 72°-56'-16"W - 439.00'
475 FT. TO ℄ OF ROLLING ROAD
EX. 8" WATER ℄
EX. 8" SANITARY SEWER ℄
BL-CSA ZONING
USE - SERVICE STATION
FIRESTONE STORE
L
P.S.
15 PARKING SPACES
16 PARKING SPACES
14 PARKING SPACES
14 PARKING SPACES
12 PARKING SPACES
11 PARKING SPACES
7 PARKING SPACES
6 PARKING SPACES
11 PARKING SPACES
EX. LIGHTING FIXTURE (TYP.)
11 PARKING SPACES
13 PARKING SPACES
10 PARKING SPACES
10 PARKING SPACES
5 PARKING SPACES
5 PARKING SPACES
6 PARKING SPACES
17 PARKING SPACES
S 10°-40'-09"E - 147.16'
S 02°-06'-31"E - 451.07'
EX. 8" SANITARY SEWER ℄
EX. 20" WATER ℄
D.R. 5.5 ZONE RESIDENTIAL USE
D.R. 5.5 ZONE B.M. ZONE
R: 1055.00'
L: 434.58'
S 35°-33'-24"W 30.00'
EX. 8" SANITARY SEWER ℄
ROLLING ROAD
90' R/W
B.M. ZONING
USE - RETAIL STORES



LOCATION MAP
SCALE: 1" = 2,000'

PARKING ANALYSIS:

BOWLING CENTER		32 x 3	=	96
FIRESTONE STORE		3850 ÷ 200	=	19
STORAGE		2790 ÷ 300	=	6
2nd FLOOR FAIRLANES OFFICE		18,000 ÷ 500	=	36
A	OFFICE PLUS 2nd FLOOR OFFICE	9,200 ÷ 200	=	31
B	RETAIL	1,600 ÷ 200	=	8
C	RETAIL	1,600 ÷ 200	=	8
D	RETAIL	1,280 ÷ 200	=	6
E	SPA LADY	4,420 ÷ 300	=	15
F	RETAIL	2,492 ÷ 200	=	13
G	OFFICE	1,520 ÷ 300	=	5
H	RETAIL	1,520 ÷ 200	=	8
I	RETAIL	1,800 ÷ 200	=	9
J	RETAIL	1,400 ÷ 200	=	7
K	RETAIL	3,168 ÷ 200	=	16
L	RETAIL	6,534 ÷ 200	=	33
M	RETAIL	2,100 ÷ 200	=	11
	OUTDOOR	2,565 ÷ 200	=	13
		PARKING REQUIRED		340
		PARKING PROVIDED		346

GENERAL NOTES:

1. EXISTING USE - SHOPPING CENTER.
2. EXISTING ZONE B.L. D.R. 3.5 (PARKING)
3. PROPOSED USE SHOPPING CENTER WITH SPA LADY FACILITY.
4. BUILDING AND PARKING CONTAINED WITHIN THE EXISTING ROLLING ROAD PLAZA SHOPPING CENTER.
5. ONLY PASSENGER VEHICLES EXCLUDING BUSSES WILL USE THE PARKING AREA.
6. NO LOADING, SERVICE, OR USE OTHER THAN PARKING WILL BE PERMITTED IN THE PARKING AREA, IN THE RESIDENTIAL ZONE.
7. THERE IS NO NEW OUTDOOR LIGHTING.
8. ALL PARKING AREAS ARE BITUMINOUS CONCRETE SURFACE. ALL PARKING STALLS AND CHANNELIZATION IS STRIPED.
9. THE PARKING PLAN INDICATES PARKING ARRANGEMENT AND VEHICULAR ACCESS.
10. PARKING IS TO BE USED BY PATRONS AND EMPLOYEES OF SHOPPING CENTER DURING HOURS OF OPERATION FOR PARKING OF INDIVIDUAL AUTOMOBILES. MAINTENANCE WILL BE COORDINATED WITH THE SHOPPING CENTER MAINTENANCE ACTIVITIES.
11. ELECTION DISTRICT 1

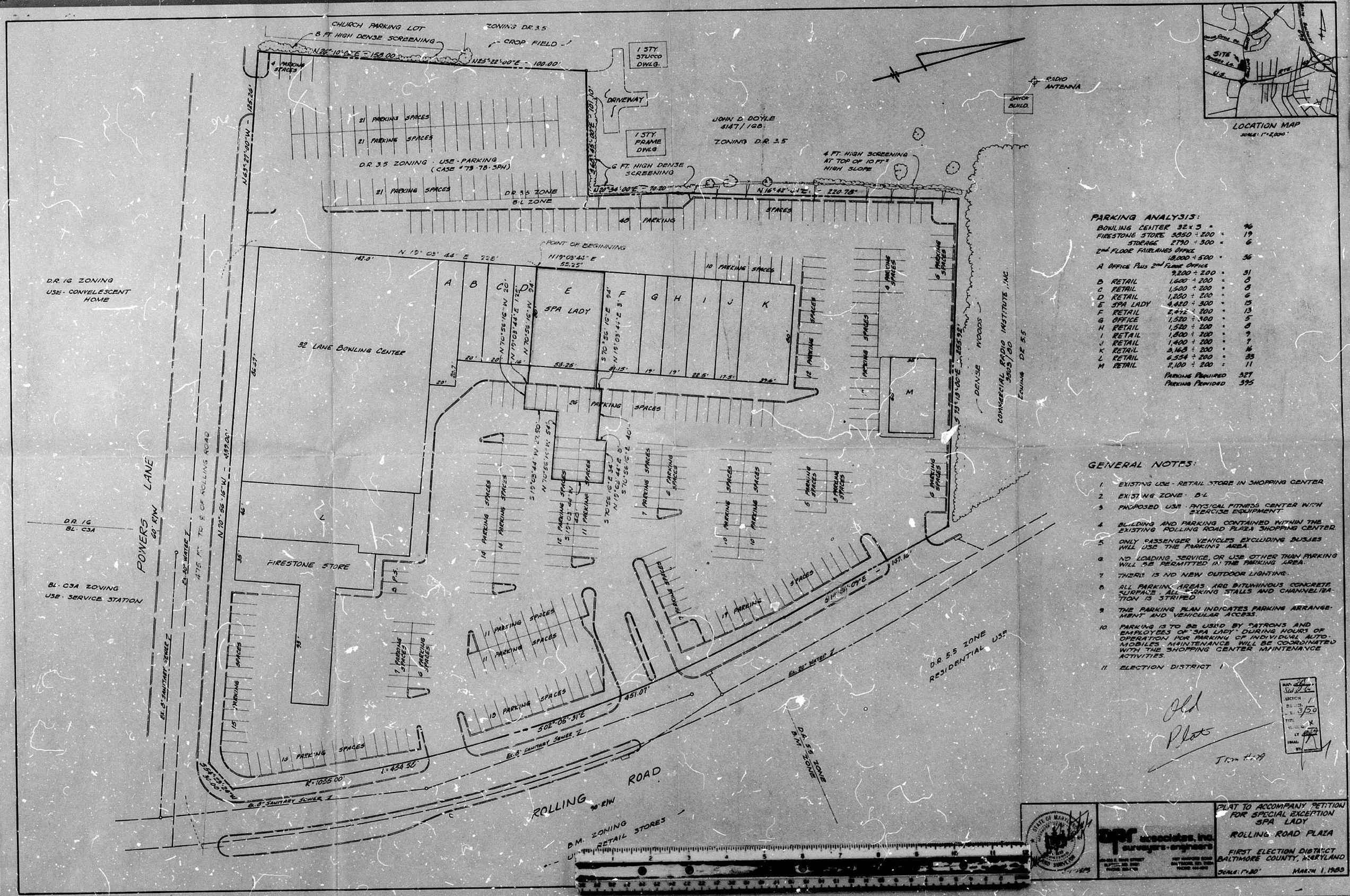
REVISED PLANS
MAY 9 REC'D
Item #179

REVISED: MAY 3, 1983

apr associates, inc.
surveyors - engineers
204-206 E. MAIN STREET
ELKTON, MD. 21921
PHONE: 398-7188
7427 HARFORD ROAD
BALTIMORE, MD. 21234
PHONE: 444-4312

PLAT TO ACCOMPANY PETITION FOR SPECIAL EXCEPTION
SPA LADY
ROLLING ROAD PLAZA
FIRST ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

SCALE: 1" = 30'
MARCH 1, 1983



PARKING ANALYSIS:

BOWLING CENTER	32 x 3	=	96
FIRESTONE STORE	3850 ÷ 200	=	19
STORAGE	2790 ÷ 300	=	6
2nd FLOOR FAIRLANES OFFICE	18,000 ÷ 500	=	36
A OFFICE PLUS 2nd FLOOR OFFICE	9,200 ÷ 200	=	51
B RETAIL	1,600 ÷ 200	=	8
C RETAIL	1,600 ÷ 200	=	8
D RETAIL	1,200 ÷ 200	=	6
E SPA LADY	4,420 ÷ 300	=	15
F RETAIL	2,472 ÷ 200	=	13
G OFFICE	1,520 ÷ 300	=	5
H RETAIL	1,520 ÷ 200	=	8
I RETAIL	1,800 ÷ 200	=	9
J RETAIL	1,400 ÷ 200	=	7
K RETAIL	3,168 ÷ 200	=	16
L RETAIL	6,554 ÷ 200	=	33
M RETAIL	2,100 ÷ 200	=	11
	PARKING REQUIRED		327
	PARKING PROVIDED		395

GENERAL NOTES:

1. EXISTING USE - RETAIL STORE IN SHOPPING CENTER.
2. EXISTING ZONE - B-L
3. PROPOSED USE - PHYSICAL FITNESS CENTER WITH EXERCISE EQUIPMENT.
4. BUILDING AND PARKING CONTAINED WITHIN THE EXISTING ROLLING ROAD PLAZA SHOPPING CENTER.
5. ONLY PASSENGER VEHICLES EXCLUDING BUSSES WILL USE THE PARKING AREA.
6. NO LOADING, SERVICE, OR USE OTHER THAN PARKING WILL BE PERMITTED IN THE PARKING AREA.
7. THERE IS NO NEW OUTDOOR LIGHTING.
8. ALL PARKING AREAS ARE BITUMINOUS CONCRETE SURFACE. ALL PARKING STALLS AND CHANNELIZATION IS STRIPED.
9. THE PARKING PLAN INDICATES PARKING ARRANGEMENT AND VEHICULAR ACCESS.
10. PARKING IS TO BE USED BY PATRONS AND EMPLOYEES OF "SPA LADY" DURING HOURS OF OPERATION FOR PARKING OF INDIVIDUAL AUTOMOBILES. MAINTENANCE WILL BE COORDINATED WITH THE SHOPPING CENTER MAINTENANCE ACTIVITIES.
11. ELECTION DISTRICT 1

Old Plats

From Hdq

MAR 20 1989
SUBC
ELECTION 1
BLDG
TRI 3/20
TYPE
ZONING X
BY
FINAL
BY

STATE OF MARYLAND
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR

apr associates, inc.
surveyors · engineers

PLAT TO ACCOMPANY PETITION FOR SPECIAL EXCEPTION
SPA LADY
ROLLING ROAD PLAZA
FIRST ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

SCALE: 1" = 20'
MARCH 1, 1988