



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

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

February 7, 1986

Mr. Jeffrey A. Lipman, Gen. Partner
Mr. Jonas D. Lipman
Regency Center Ltd. Partnership
1718 F Belmont Avenue
Woodlawn, Maryland 21207

RE: Regency Center Office Complex
N/Side of Old Court Road,
Opposite Southgreen Road
2nd Election District
Case Nos. 79-235-X, 86-137-A
Zoning - Density, Residential (D.R.16)
Foundation Permit No. 84843 (C-082-86)

Dear Sirs:

Please be advised that the Special Exception Order granting office use for this property expired on February 1, 1986, pursuant to the zoning cases, extension Order, and Section 502.3 of the Baltimore County Zoning Regulations (BCZR). For this reason, your permit must be disapproved and any future use of this property must be in accordance with the present Use Regulations for the D.R.16 Zone, Section 1B01.1 of the BCZR.

Very truly yours,

W. CARL RICHARDS, JR.
Coordinator
Development Control Section

WCR,JR:nr

cc: Mrs. Sherry Mehl
Office Engineering Assistant 1
Permits & Licenses

Mr. Leroy Ogle
Current Planning

Mr. James E. Dyer
Zoning Supervisor

Case Files

Permit Files

PETITION FOR ZONING VARIANCE
TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 1. B02. 2B. (V.B.2) to permit a front set back of 10 feet, instead of the required 30 feet, & sides of 2 feet, 7 feet, 8.18 feet instead of the required 25 feet. Building # 3, "TUDOR" - has no openings or windows along the property line and is screened from adjacent property of the Zoning Regulations of Baltimore County; to the Zoning Law of Baltimore County; for the following reasons: (Indicate hardship or practical difficulty) and to amend site plan in Case #79-235-X (6 one story buildings with different layout).

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

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

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

Contract Purchaser:
(Type or Print Name)
Signature
Address
City and State

Legal Owner(s):
(Type or Print Name)
Signature
Address
City and State

Attorney for Petitioner:
(Type or Print Name)
Signature
Address
City and State

Attorney's Telephone No.:

ORDERED BY The Zoning Commissioner of Baltimore County, this 26th day of August, 1985, 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 2nd day of October, 1985, at 11:00 o'clock.

(over)
Zoning Commissioner of Baltimore County.

PETITION FOR ZONING VARIANCE
TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 1. B02. 2B. (V.B.2) to permit a front set back of 10 feet, instead of the required 30 feet, & sides of 2 feet, 7 feet, 8.18 feet instead of the required 25 feet. Building #3, "TUDOR", the wall along the property line has no openings, or windows, and is screened from adjacent property and to amend site plan in Case #79-235-X of the Zoning Regulations of Baltimore County; to the Zoning Law of Baltimore County; for the following reasons: (Indicate hardship or practical difficulty) (6 one story buildings with different layout)

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

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

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

Contract Purchaser:
(Type or Print Name)
Signature
Address
City and State

Legal Owner(s):
(Type or Print Name)
Signature
Address
City and State

Attorney for Petitioner:
(Type or Print Name)
Signature
Address
City and State

Attorney's Telephone No.:

ORDERED BY The Zoning Commissioner of Baltimore County, this 26th day of August, 1985, 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 2nd day of October, 1985, at 11:00 o'clock.

(over)
Zoning Commissioner of Baltimore County.

IN RE: PETITION ZONING VARIANCES
N/S of Old Court Road at
Barry Paul Road - 2nd
Election District
Regency Center Limited
Partnership,
Petitioner
Case No. 86-137-A

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein requests variances to permit a front yard setback of 10 feet instead of the required 30 feet and side yard setbacks of 2 feet, 7 feet, 8 feet, and 8.18 feet instead of the required 25 feet, as more particularly described on Petitioner's Exhibit 3, and to amend the site plan filed in Case No. 79-235-X.

The Petitioner, by Jeffrey Lipman, a general partner, and James Lipman, President, Corporate General Partner, appeared and testified and were represented by Counsel. Also appearing on behalf of the Petitioner were Harvey Silbermann and Stephen Broyles, registered engineers, and Ira Meier, the CPA for the project. There were no Protestants.

Testimony indicated that the subject property, zoned D.R.16, was granted a special exception for offices to construct three two-story office buildings. The special exception could not be utilized within the maximum allowable time because of the inadequacy or unavailability of public sewer or water facilities. However, availability was obtained and an Extension Order was granted on May 20, 1984 for a period of 18 months, beginning August 1, 1984, i.e., the date the Public Works Agreement was obtained, pursuant to Section 502.3, Baltimore County Zoning Regulations (BCZR).

The Petitioner purchased the property in 1985 and now proposes to construct five single-story office buildings, which will provide 2,000 square feet less of

floor space than the original special exception permitted. The site, approximately 2 1/2 acres, is bifurcated by Barry Paul Road, a private road which serves an apartment complex to the rear of the property as access from Old Court Road. The existence of this road, which is apparently owned by the owner of the apartment complex and can be used by the Petitioner by easement, and the existence of a 100-year flood plain, which further cuts the property like a figure "7" (see Petitioner's Exhibit 4), necessitates these variances. Additionally, borings on the property, which indicate that the soil content has a low bearing capacity, and the water table, which prevents the installation of deep foundations, prohibit the construction of multi-story buildings. Therefore, only single-story buildings can be constructed and the proposed buildings make utilizing the site economically feasible.

The Petitioner has had to move Building 1, the closest building to Old Court Road, to comply with the Department of Traffic Engineering's concerns, and therefore, the variances requested are as follows:

1. west side yard of Building 3 to east side of Barry Paul Road of 8.18 feet instead of the required 25 feet,
2. east side yard of Building 4 to west side of Barry Paul Road of 7 feet instead of 25 feet,
3. west side yard of Building 5 to west property line of 8 feet instead of 25 feet,
4. east side yard of Building 1 to west side of Barry Paul Road of 10 feet instead of 25 feet, and
5. front yard of Building 1 to Old Court Road, south property line, of 20 feet instead of 30 feet.

All of the buildings will face Old Court Road, except Building 1, which will face the west property line (the parking area). However, it is long-standing policy of the Zoning Office to require commercial buildings adjoining public roads to satisfy the setback required for front yards to the public street, regardless of whether or not it is indeed the actual front of the building.

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ORDER RECEIVED FOR FILING
DATE October 19, 1985
BY [Signature]

ORDER RECEIVED FOR FILING
DATE October 19, 1985
BY [Signature]

The Petitioner seeks relief from Sections 1B02.2.B, BCZR, and V.B.2, Comprehensive Manual of Development Policies (CMDF), pursuant to Section 307, BCZR.

An area variance may be granted where strict application of the zoning regulation would cause practical difficulty to the petitioner and his property. McLean v. Soley, 270 Md. 208 (1973). To prove practical difficulty for an area variance, the petitioner must meet the following:

1. whether strict compliance with requirement would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome;
2. whether the grant would do substantial injustice to applicant as well as other property owners in the district or whether a lesser relaxation than that applied for would give substantial relief; and
3. whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson v. Bd. of Appeals, Town of Chesapeake Beach, 22 Md. App. 28 (1974).

It is clear from the testimony that if the variances were granted, such use as proposed would not be contrary to the spirit of the BCZR and would not result in substantial detriment to the public good.

After due consideration of the testimony and evidence presented, it is clear that a practical difficulty or unreasonable hardship would result if the instant variances were not granted. It has been established that the requirement from which the Petitioner seeks relief would unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the variances requested will not be detrimental to the public health, safety, and general welfare.

Pursuant to the advertisement, posting of the property, and public hearing of this Petition held, and for the reasons given above, the requested variances and amendment should be granted.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 10th day of October, 1985, that the Petition for Zoning Variances to permit a front yard setback of 20 feet instead of the required 30 feet and side yard setbacks of 7 feet, 8 feet, 8.18 feet, and 10 feet instead of the required 25 feet and, additionally, the amendment to the site plan filed and approved in case No. 79-235-X be and are hereby GRANTED, from and after the date of this Order, subject, however, to the following restriction which is a condition precedent to the relief granted herein:

1. The site plan approved by the County Review Group (CRG) must be submitted to the Zoning Commissioner for approval before any building permit may be issued. Any revision to the variances granted herein as a result of a change in the site plan approved by the CRG shall not require a new hearing before the Zoning Commissioner unless, in his opinion, the changes are material.

Ad/srl
cc: Michael Lewis Freilich, Esquire
People's Counsel

[Signature]
Zoning Commissioner of Baltimore County

ORDER RECEIVED FOR FILING
DATE October 19, 1985
BY [Signature]

PETITION FOR VARIANCE
2nd Election District

LOCATION: North side of Old Court Road at Barry Paul Road

DATE AND TIME: Wednesday, October 2, 1985 at 11:00 a.m.

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

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

Petition for Variance from Section 1.B02.2B. (V.B.2) to permit a front setback of 10 feet instead of the required 30 feet, and sides of 2 feet, 7 feet, 8 feet instead of the required 25 feet; and to amend site plan in Case #79-235-X.

Being the property of Regency Center Limited Partnership as shown on the plat filed with the Zoning Office.

In the event that this Petition is granted, a building permit may be issued within the thirty (30) day appeal period. The Zoning Commissioner will, however, entertain any request for a stay of the issuance of said permit during this period for good cause shown. Such request must be received in writing by the date of the hearing set above or made at the hearing.

BY ORDER OF
ARNOLD JABLON
ZONING COMMISSIONER
OF BALTIMORE COUNTY

RE: PETITION FOR VARIANCES
SW Corner of Joppa &
Avondale Rds., 11th
District
Regency Center Limited
Partnership, Petitioner
Case No. 86-137-A

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

[Signature]
Phyllis Cole Friedman
People's Counsel for Baltimore County

[Signature]
Peter Max Zimmerman
Deputy People's Counsel
Rm. 223, Court House
Towson, MD 21204
494-2188

I HEREBY CERTIFY that on this 10th day of September, 1985, a copy of the foregoing Entry of Appearance was mailed to Michael Lewis Freilich, Esquire, 508 Bosley Ave., P. O. Box 5465, Towson, MD 21204, Attorney for Petitioner.

[Signature]
Peter Max Zimmerman

APR 14 1986

11C-9
44:3128:85:50

CERTIFICATE OF LIMITED PARTNERSHIP
OF
REGENCY CENTER LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (the "Certificate") is made this 29th day of March, 1985, by and between the undersigned parties.

WITNESSETH:

We, the undersigned parties, constituting all of the General Partners of REGENCY CENTER LIMITED PARTNERSHIP (THE "Partnership") hereby certify that:

1. Formation and Name. The parties hereby form a limited partnership pursuant to the provisions of the MRULPA which shall operate under the name of:

REGENCY CENTER LIMITED PARTNERSHIP (the "Partnership")

2. Definitions. Throughout this Certificate, any word or words that are defined in the MRULPA, as amended from time to time, shall have the same meaning as provided in the MRULPA.

3. Principal Office and Resident Agent of Partnership. The principal office of the Partnership in this State shall be located at 1718-F Belmont Avenue, Baltimore, Md. 21207. The Partnership may have such other or additional offices as the General Partners, in their sole discretion, shall deem necessary or advisable. The name and address of the resident agent of the Partnership in this State are Michael L. Freilich, 408 Bosley Avenue, Towson, Md. 21204.

4. Purposes. The purposes for which the Partnership is formed are as follows:

a. The Partnership shall acquire the contract right to purchase in fee simple a tract of real property located in Baltimore County, Maryland, and shall then acquire the property and construct thereon professional office complex which the Partnership shall operate as such. Said tract of real property together with the improvements to be constructed thereon and appurtenances thereto shall be

Page 1

I hereby certify that this is a true and complete copy of the page(s) on file in this office. DATED: 3/29/85
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
Paula May Hagan
This stamp replaces our previous certification system. Effective: 10/84

a. No General Partner shall have the right to withdraw from the Partnership, and any attempt by a General Partner to withdraw shall constitute a breach of the Partnership Agreement. In the event of the withdrawal of a General Partner pursuant to the provisions of Section 10-402 of the MRULPA, such General Partner or the successor in interest of such General Partner shall automatically become a limited partner and such General Partner's allocable share of profits, losses and distributions shall be the same as it was prior to the event of withdrawal.

b. Except as set forth in this Certificate and the Partnership Agreement, no partner shall be entitled to receive any distributions from the Partnership. A limited partner shall have the right to withdraw from the Partnership on not less than six (6) months; prior written notice to each General Partner at their addresses on the books of the Partnership. On withdrawal, a withdrawing partner shall be entitled to receive from the Partnership any distribution to which he would otherwise be entitled under the Agreement, pro-rated to the date of withdrawal, but only if, as and when such distribution shall be made by the Partnership to the non-withdrawing partner. A withdrawing partner shall not be entitled to receive from the Partnership the fair value of his partnership interest in the Partnership as of the date of withdrawal. Prior to the dissolution and winding-up of the Partnership, no partner shall be entitled to receive distributions which constitute a return of any part of that partner's contribution to the Partnership or in respect of his partnership interest. No limited partner shall have any right to demand and receive property (other than cash) of the Partnership in return for his contributions.

9. Right to Receive Distributions of Property. The rights of a partner to receive distributions of property, including cash from the Partnership, are as follows:

a. For purposes of the Partnership Agreement, "Net Cash Flow" shall mean taxable income for federal income tax purposes as shown on the books of the Partnership including dividends, capital gains, involuntary conversions, gains or losses from I.R.C. Section 1231 property, as defined in the Code, and any charitable contributions.

(i) Increased by the amount of the depreciation deductions taken in computing such taxable income, and any non-taxable income received by the Partnership (not including proceeds of any loans), and

(ii) reduced by any payments upon the principal of any indebtedness, secured or unsecured, of the Partnership, any expenditures for capital improvements, additions or replacements (except to the extent financed through any Partnership indebtedness, secured or unsecured).

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hereinafter referred to as the "Property."

b. The Partnership may option, construct, develop, improve, lease, mortgage, finance, transfer and otherwise deal with all or any part of the Property and such personal property as the General Partners deem appropriate for the Property.

c. The Partnership may also do and engage in any and all other things and activities incident to the acquisition, holding, management, operation, leasing, development and sale of the Property.

d. The Partnership may engage in any other business or make any other transaction which the General Partners, in their sole discretion, shall deem to be reasonably related to the furtherance of the foregoing purposes of the Partnership as a whole.

5. Names and Addresses of Partners. The name and the home or business address of each partner are as set forth on the signature pages hereof.

6. Cash or Other Contributions by Partners. The amount of cash contributed by each limited partner is as set forth on the signature pages hereof. Except as otherwise provided by applicable state laws, a limited partner shall be liable only to make his or her original capital contribution and shall not be required to lend any funds to the Partnership or to make any contributions in excess of such limited partner's capital contribution to the Partnership.

7. Assignees Becoming Limited Partners. The power of a limited partner to grant the right to become a limited partner to an assignee of any part of his partnership interest, and the terms and conditions of the power are as follows:

a. Subject to further provisions hereof and to the consent of a majority in number of the General Partners, the partnership interest of each limited partner shall be assignable, provided such assignment does not terminate the Partnership for federal income tax purposes. If the assigning limited partner so provides in the instrument of assignment, the assignee shall become a limited partner of the Partnership, provided that the assignee pays all reasonable expenses and fees (including attorney's fees) to the Partnership to cover the costs and expenses of preparing, executing and filing of a Certificate of Amendment with the Department and of the opinions and approvals requested by the Department. The Partnership interest owned by an assignee has not become a limited partner in accordance with the provisions of this Section shall be assignable to the same

Page 2

and any cash outlays which are used in computing the Partnership's federal taxable income, such as reserves for repairs and reserves to meet with anticipated expenses as the General Partners shall deem to be reasonably necessary; plus

(iii) any other funds deemed by the General Partners to be available for distribution.

b. The Net Cash Flow of the Partnership shall be distributed at least annually among the partners in proportion to the credit balances in their capital accounts.

c. The net proceeds from the sale of all or any portion of the Property or any excess funds resulting from the placement or refinancing of any mortgage on the Property or the encumbrance of the Property in any other manner shall be distributed to the partners in proportion to each partner's respective percentage of partnership interest.

d. Upon a dissolution of the Partnership the assets shall be liquidated, and the proceeds therefrom, together with assets distributed in kind to the extent sufficient therefor, shall be applied and distributed in the following order of priority:

(i) First, to creditors, including partners who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Partnership other than liabilities for distributions to partners under the Partnership Agreement.

(ii) Second, to the payment and discharge of any loans made by any of the partners to the Partnership.

(iii) Third, to the creation of any reserves which may be deemed reasonably necessary by the General Partners for contingent liabilities of the Partnership (which reserves shall be held in escrow or in trust).

(iv) Fourth, to partners and former partners in satisfaction of liabilities for distributions under the Partnership Agreement.

(v) The balance remaining, if any, to partners first for the return of their contributions and second respecting their partnership interests in the proportion to each partner's respective percentage of partnership interest.

10. Dissolution. The times at which or events upon the happening of which the Partnership is to be dissolved and its affairs wound-up are as follows:

Page 6

extent as if such assignee had become a limited partner, but any subsequent assignment shall be subject to all the provisions of this Section.

b. In the event of an assignment pursuant to this Section, the Partnership shall continue with respect to the remaining partners, appropriate adjustments shall be made to their capital accounts and partnership interest of the assignor, the assignment of the partnership interest of the assignor partner, and an election may be made by the General Partners, in their sole discretion, to adjust the basis of the assignor partner in accordance with I.R.C. Section 754 and the similar provisions of the tax law of any state or other jurisdiction.

c. Anything contained in the Partnership Agreement of the Partnership to the contrary notwithstanding, each of the limited partners hereby warrants and represents to the Partnership and to the General Partners, jointly and severally, that the partnership interest acquired by such partner is being acquired for such limited partner's own account, for investment only, and not with a view to the offer for sale or the sale in connection with the distribution or transfer thereof.

(i) Each limited partner realizes that his partnership interest is not and will not be registered under the Act or under the State Act and that the Partnership does not file periodic reports pursuant to the Act, as then in force, or any similar statute then in force, and applicable state securities law, the General Partners shall promptly thereafter notify the holder of such partnership interest, whereupon such holder shall be entitled to transfer such partnership interest all in accordance with the terms of the notice delivered by such holder to the General Partners, the Partnership Agreement and upon such further terms and conditions as shall be required by counsel for the Partnership in order to assure compliance with the Act and applicable state securities law.

(ii) If in the opinion of such counsel the proposed transfer of such partnership interest may not be effected without registration of such partnership interest under the Act and applicable state securities law, a copy of such opinion shall be promptly delivered to the holder who had proposed such transfer, and such transfer shall not be made unless such registration is then in effect.

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a. The consent of the partners whose respective percentages of partnership interest exceed 70% in the aggregate of the total of 100% of the partnership interest of the Partnership.

b. The sale of all or substantially all of the Partnership assets.

c. The expiration of the term of the Partnership.

d. The unanimous consent of the General Partners.

e. The withdrawal of all the General Partners without a subsequent election by the remaining partners to continue the business of the Partnership.

f. The entry of a decree of judicial dissolution under Section 10-802 of the MRULPA.

11. Continuation of Partnership on Withdrawal of General Partner. The right of the remaining general partners to continue the Partnership on the happening of an event of withdrawal of a general partner is as follows: An event of withdrawal of a General Partner pursuant to the provisions of Section 10-402 of the MRULPA shall not cause the dissolution of the Partnership if at the time of the withdrawal there is at least one other General Partner and the business is continued by the remaining General Partner, or if, within ninety (90) days after the withdrawal, all partners agree in writing to continue the business of the Partnership and to appoint, effective as of the date of withdrawal, one or more additional General Partners if necessary or desired.

IN WITNESS WHEREOF, this Certificate of Limited Partnership is executed on the day and year first above written.

WITNESS/ATTEST

GENERAL PARTNERS:

Jeffrey A. Lipman
JEFFREY A. LIPMAN
9001 Park Heights Ave #8-5
Baltimore, MD 21212
Home or Business Address
Initial Contribution:
\$300.00

Page 7

that would constitute such limited partner to be an underwriter, within the meaning of Act of such partnership interest.

(iii) Each of the partners hereby agrees that his partnership interest and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend in substantially the form set forth at the top of a first page of the Partnership Agreement. Such partnership interest shall not be transferable except upon the conditions specified in this Section.

d. Each of the limited partners realizes and agrees that by becoming a limited partner in the Partnership pursuant to the terms of the Partnership Agreement and the aforesaid legend, prior to any permitted transfer of a partnership interest, a limited partner shall give written notice to the General Partners expressing such limited partner's desire to effect such transfer and describing the proposed transfer. Upon receiving such notice, the General Partners shall present copies thereof to counsel for the Partnership and the following provisions shall apply:

(i) If in the opinion of such counsel the proposed transfer of such partnership interest may be effected without registration thereof under the Act, as then in force, or any similar statute then in force, and applicable state securities law, the General Partners shall promptly thereafter notify the holder of such partnership interest, whereupon such holder shall be entitled to transfer such partnership interest all in accordance with the terms of the notice delivered by such holder to the General Partners, the Partnership Agreement and upon such further terms and conditions as shall be required by counsel for the Partnership in order to assure compliance with the Act and applicable state securities law.

(ii) If in the opinion of such counsel the proposed transfer of such partnership interest may not be effected without registration of such partnership interest under the Act and applicable state securities law, a copy of such opinion shall be promptly delivered to the holder who had proposed such transfer, and such transfer shall not be made unless such registration is then in effect.

8. Withdrawal Provisions. The times at which or the events on the happening of which a partner may withdraw from the Partnership and the amount of, or the method of, determining, the distribution to which the partner shall be entitled respecting his partnership interest, and the terms and conditions of the withdrawal and distribution are as follows:

Page 4

Percentage of Partnership Interest: 33

REGENCY CENTER MANAGEMENT CORPORATION, a Maryland corporation

BY: Jeffrey A. Lipman
President

Home or Business Address

Initial Contribution:
\$500.00
Percentage of Partnership Interest: 5

LIMITED PARTNERS:

Michael S. Lipman
MICHAEL S. LIPMAN

Home or Business Address

Initial Contribution:
\$3300.00
Percentage of Partnership Interest: 33

Richard D. Lipman
RICHARD D. LIPMAN

Home or Business Address

Initial Contribution:
\$3300.00
Percentage of Partnership Interest: 33

Home or Business Address

Page 8

Initial Contribution:
\$2,700.00
Percentage of
Partnership Interest: 29%

STATE OF MARYLAND)
CITY) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 24th day of March, 1985, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JEFFREY A. LIPMAN, personally known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: 1/1/86

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STATE OF MARYLAND)
CITY) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 24th day of March, 1985, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JONAS L. LIPMAN, personally known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: 1/1/86

STATE OF MARYLAND)
CITY) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 24th day of March, 1985, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JONAS L. LIPMAN, personally known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: 1/1/86

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STATE OF MARYLAND)
CITY) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 28th day of March, 1985, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD D. LIPMAN, personally known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: 1/1/86

STATE OF MARYLAND)
CITY) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 28th day of March, 1985, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JEFFREY A. LIPMAN, personally known or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.
My Commission Expires: 1/1/86

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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

10:03 3-29-85

BONUS TAX	
RECORDING FEE	
LIMITED PARTNERSHIP FEE	
OTHER	
TOTAL	

Michael Freilich
408 Bosley Ave
Towson Md 21204

EO G.V. 62 UN 201

SILBERMAN & ASSOCIATES, INC.

Engineers • Planners • Surveyors

1703 EAST JOPPA ROAD
BALTIMORE, MARYLAND 21234
(301) 661-5888

JULY 23, 1985

DESCRIPTION TO ACCOMPANY PLAT FOR SPECIAL EXCEPTION TO PROPERTY LOCATED AT OLD COURT ROAD AND BARRY PAUL ROAD IN BALTIMORE COUNTY, MARYLAND.

BEGINNING FOR THE SAME, AT THE INTERSECTION FORMED BY THE NORTHERN SIDE OF OLD COURT ROAD, AS WIDENED TO 70 FEET, AND THE EASTERN SIDE OF BARRY PAUL ROAD, 30 FEET WIDE, AND PROCEEDING ALONG THE NORTHERN SIDE OF OLD COURT ROAD IN AN EASTERLY DIRECTION:

1. WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 512.00 FEET, AN ARC LENGTH OF 157.27 FEET, SAID CURVE BEING SUBTENDED BY A CHORD OF 156.65 FEET;

TO A POINT; THENCE, CONTINUING TO RUN AND BIND ON THE NORTHERN SIDE OF OLD COURT ROAD;

2. NORTH 68° 48' 05" WEST 40.42 FEET TO A POINT ON THE WESTERN MOST OUTLINE OF THE PARCEL NOW BEING DESCRIBED;

THENCE, RUNNING AND BINDING ON THE SAID WESTERN MOST LINE 3. NORTH 23° 43' 12" EAST 453.28 FEET TO A POINT ON THE NORTHERN OUTLINE OF THE TRACT OF LAND NOW BEING DESCRIBED;

THENCE, RUNNING AND BINDING ALONG THE SAID NORTHERN LINE 4. SOUTH 6° 48' EAST 165.00 FEET TO A POINT ON THE WESTERN SIDE OF BARRY PAUL ROAD, IN A SOUTHERLY DIRECTION;

5. SOUTH 1° 41' 12" WEST 79.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND THIRDS

SHOWN IN A DEED FROM ALBERT KERMISCH AND BESSIE KERMISCH, HIS WIFE, TO JOSEPH H. MAISEL AND DIANE MAISEL, HIS WIFE, TO THE SAVOY CORPORATION, A BODY CORPORATE OF THE STATE OF MARYLAND.

SILBERMAN & ASSOCIATES, INC.

Engineers • Planners • Surveyors

1703 EAST JOPPA ROAD
BALTIMORE, MARYLAND 21234
(301) 661-5888

AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY, MARYLAND IN LIBER 5061 FOLIO 687;

THENCE, RUNNING AND BINDING REVERSELY ALONG THE SECOND AND SOUTHERN LINE OF THE SAID THIRD PARCEL IN LIBER 5061 FOLIO 687,

6. SOUTH 66° 16' 48" WEST 196.18 FEET TO THE EASTERN OUTLINE OF THE TRACT NOW BEING DESCRIBED;

THENCE, RUNNING AND BINDING ALONG THE SAID EASTERN BOUNDARY IN A SOUTHERLY DIRECTION;

7. SOUTH 23° 43' 12" WEST 241.08 FEET TO A POINT ON THE NORTH SIDE OF OLD COURT ROAD;

THENCE, RUNNING AND BINDING ON THE NORTHERN SIDE OF OLD COURT ROAD IN A WESTERLY DIRECTION;

8. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 512.00 FEET AND AN ARC LENGTH OF 196.36 FEET, SUBTENDED BY A CHORD BEARING OF SOUTH 82° 35' 10" WEST, 195.32 FEET;

TO A POINT ON THE WEST SIDE OF BARRY PAUL ROAD AND THE PLACE OF BEGINNING.

SAVING AND EXCEPTING THEREFROM ALL THAT LAND COMPRISING BARRY PAUL ROAD, 30 FEET WIDE, CONTAINING 0.29 ACRES OF LAND, MORE OR LESS;

THEREBY LEAVING 2.7 ACRES OF LAND, MORE OR LESS, FOR SPECIAL EXCEPTION.

BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3333

ARNOLD JABLON
ZONING COMMISSIONER

September 26, 1985

Michael Lewis Freilich, Esquire
P.O. Box 5465
Towson, Md. 21285-5465

RE: Petition for Variance
N/S Old Court Rd. & Barry Paul Rd.
2nd Election District
Regency Center Limited Partnership
Case 96-137-A

This is to advise you that \$54.00 is due for advertising and posting of the above property. This fee must be paid before an Order is issued.

This fee must be paid and the zoning sign and post returned on the day of the hearing. Do not remove sign until day of the hearing.

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

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

No. 012484

DATE 10-2-85 ACCOUNT R-01-615-000

AMOUNT \$ 54.00

RECEIVED FROM Regency Center Limited Part

FOR Advertising & Posting 96-137-A

B 0075*****54001a 0026F

VALIDATION ON SIGNATURE OF CASHIER

LEGAL NOTICE

PETITION FOR VARIANCE

2nd Election District

LOCATION: North side of Old Court Road at Barry Paul Rd.

DATE: 10/2/85

FILED: 10/2/85

FILED: 10/2/85

FILED: 10/2/85

FILED: 10/2/85

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FILED: 10/2/85

CERTIFICATE OF PUBLICATION

69098

Fikesville, Md., Sept. 11, 1985

TO CERTIFY, that the annexed advertisement

lished in the NORTHWEST STAR, a weekly

published in Fikesville, Baltimore

Maryland before the 2nd day of

Oct. 19, 85

publication appearing on the

11th day of Sept. 19, 85

nd publication appearing on the

day of 19

the third publication appearing on the

day of 19

THE NORTHWEST STAR

Manager

Cost of Advertisement \$22.00

APR 14 1986

Michael Lewis Freilich, Esquire
P. O. Box 5465
Towson, Maryland 21285-5465

August 30, 1985

NOTICE OF HEARING

RE: PETITION FOR VARIANCE
N/S Old Court Rd. & Barry Paul Rd.
2nd Election District
Regency Center Limited Partnership
Case No. 86-137-A

TIME: 11:00 a.m.

DATE: Wednesday, October 2, 1985

PLACE: Room 106, County Office Building, 111 West Chesapeake
Avenue, Towson, Maryland

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

No. 008589

DATE 7-15-85 ACCOUNT R-01-615-72
AMOUNT \$1005

RECEIVED FROM [Signature]
FOR [Signature]
8 8103****1005618 8125F

VALIDATION OR SIGNATURE OF CASHIER

**ACCOUNTANT'S
COMPILATION
REPORT**

MR. JONAS LIPMAN
FORECASTED CASH FLOW PROJECTION
FOR CONSTRUCTION PROJECT LOCATED AT
OLD COURT AND BARRY PAUL ROADS
YEARS 1 TO 3

CONTENTS

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ACCOUNTANT'S COMPILATION REPORT	3
FORECASTED CASH FLOW PROJECTION	4
ASSUMPTIONS TO PROJECTIONS	5-6

Ira J. Meier
Certified Public Accountant
600 Reisterstown Road, Suite 300-A
Baltimore, Maryland 21208
(301) 486-1850

Mr. Jonas Lipman
1718F Belmont Avenue
Baltimore, Maryland 21207

Dear Mr. Lipman:

The accompanying forecasted cash flow projection and summary of significant forecast assumptions of the construction project located at Old Court and Barry Paul Roads for years one to three has been compiled by me on the basis of assumptions and estimates made by management which are discussed in the summary of significant forecast assumptions.

A financial forecast is management's estimate of the most probable financial position, results of operations and changes in cash flow for one or more future periods, and reflects management's judgment, based on present circumstances, of the most likely set of conditions and its most likely course of action. Forecasts are based on assumptions about circumstances and events that have not yet taken place and are subject to variations, and there is no assurance that the forecasted results will be attained.

A compilation of a financial forecast is limited to presenting in the form of forecasted financial statements assumptions and estimates that are the representation of management. I have not reviewed the assumptions or estimates used in this financial forecast and, accordingly, do not express an opinion or any other form of assurance on them. Furthermore, I express no opinion on the forecast, or how closely it will correspond with the actual results.

I have no responsibility to update this report for events and circumstances occurring after the date of this report.

[Signature]

Ira J. Meier
Certified Public Accountant

Baltimore, Maryland
October 1, 1985

-3-

Mr. Jonas Lipman
Forecasted Cash Flow Projection
Construction Project Located At
Old Court and Barry Paul Roads
Years 1 to 3

	Year 1	Year 2	Year 3
INCOME			
Rental Income - 24 units at \$12 per square foot (28,000 sq. ft.)	\$336,000	\$336,000	\$336,000
Less: Vacancy Allowance	(84,000)	(50,400)	(33,600)
Year 1 - 25% of Rental Income			
Year 2 - 15% of Rental Income			
Year 3 - 10% of Rental Income			
TOTAL INCOME	252,000	285,600	302,400
EXPENDITURES			
Mortgage Payment - \$1,300,000 Loan at 14% Interest	207,750	207,750	207,750
Management Fees	25,200	28,560	30,240
Lawn Service	800	800	800
Snow Removal	800	800	800
Heat, Light and Power	3,600	3,600	3,600
Maintenance	1,200	1,200	1,200
Insurance	5,000	5,000	5,000
Real Estate Taxes	20,000	20,000	20,000
Contingent Improvements	-	5,000	10,000
TOTAL EXPENDITURES	264,350	272,710	279,390
POSITIVE (NEGATIVE) CASH POSITION - PER YEAR	\$ (12,350)	\$ 12,890	\$ 23,010

See Accountant's Compilation Report and accompanying Assumptions to Projections.

-4-

Mr. Jonas Lipman
Construction Project Located
at Old Court and Barry Paul Roads

ASSUMPTIONS TO PROJECTIONS

The preceding projections are based on management's assumptions and estimates concerning future events and circumstances. Management believes these assumptions and estimates reflect the conditions and courses of action most likely to occur.

The following assumptions are those which management believes are significant to the projections and/or are key factors upon which the financial results of the proposed business depend. Some of the assumptions may not materialize and unanticipated events or circumstances may occur subsequent to the date of this projection. The actual results during the period covered will vary and may be material. It should be pointed out that there are significant inherent risks using any projection because the events occurring subsequent to its issuance may invalidate some or all of the underlying assumptions.

Source

Assumptions and estimates were furnished by management in conjunction with data collected by them from various sources.

Revenue and Expenses

The revenue and expenses have been projected based on management's experience and by using information from experts in the real estate field to estimate the various expenditures of the project.

The rental market value is based on information and expectations of what rental values in the Pikeville-Randallstown area are, based on a square-footage basis of other office buildings in the area.

Rental Price Per Square Foot - \$12

Additionally, no common-area charge to the tenants has been incorporated into the projection, as it is not determinable at this time. However, real estate taxes and other charges will be passed on to the tenants on a square-footage basis. The expected common-area charge per tenant should range between 75c and \$1.25 per square foot of space.

-5-

Mr. Jonas Lipman
Construction Project Located
at Old Court and Barry Paul Roads

ASSUMPTIONS TO PROJECTIONS - CONTINUED

The expected rate of vacancy has been projected to be 25% of expected rental income for Year 1, 15% of rental income for Year 2 and 10% of rental income for Year 3.

The expected mortgage is projected to be in the amount of \$1,300,000 over a 15 year term at a 14% interest rate. Different payoffs of the mortgage can be expected depending on the possibility that a number of units could be sold versus the rental of these units.

Additionally, it has not been determined how long the leases would run and, therefore, the rental income of \$12 per square foot is reflected constantly throughout the three year period. Inflationary increases have not been reflected within the forecasted cash flow projection.

-6-

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

September 24, 1985

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

Michael Lewis Freilich, Esquire
P. O. Box 5465
Towson, Maryland 21204

RE: Item No. 22 - Case No. 86-137-A
Petitioner - Regency Center Limited
Partnership
Variance Petition

Dear Mr. Freilich:

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.

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

Very truly yours,

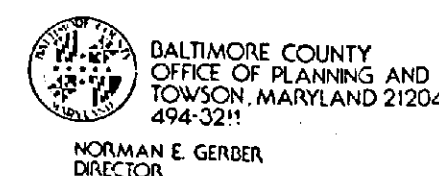
[Signature]
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:nr

Enclosures

cc: Silbermann and Associates
1703 East Joppa Road
Baltimore, Maryland 21234

APR 14 1986



Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

SEPTEMBER 9, 1985

Re: Zoning Advisory Meeting of July 30, 1985

Item # 22 - ZAC-
Property Owner: REGENCY CENTER LIMITED
Location: NW COR. OLD COURT ROAD & BARRY PAUL ROAD

Dear Mr. Jablon:

The Division of Current Planning and Development has reviewed the subject petition and offers the following comments. The items checked below are applicable.

- (X) There are no site planning factors requiring comment.
- (X) A County Review Group Meeting is required.
- () A County Review Group Meeting was held and the minutes will be forwarded by the Bureau of Public Services.
- () This site is part of a larger tract; therefore it is defined as a subdivision. The plan must show the entire tract.
- () A record plat will be required and must be recorded prior to issuance of a building permit.
- () The access is not satisfactory.
- () The circulation on this site is not satisfactory.
- () The parking arrangement is not satisfactory.
- () The parking calculations must be shown on the plan.
- () This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- () Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-29 of the Development Regulations.
- () Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- () The amended Development Plan was approved by the Planning Board on _____.
- (X) Landscaping: Must comply with Baltimore County Landscape Manual, 1111 178-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service is _____.
- () The property is located in a traffic area controlled by a "B" level intersection as defined by Bill 178-79, and as conditions change are re-evaluated annually by the County Council.
- (X) Major Comments: PUBLIC WORKS MAY REQUIRE THAT BARRY PAUL ROAD BE DESIGNATED AS A PUBLIC ROAD. THE PROPERTY IS BEING SUBMITTED AS A PUBLIC ROAD. THE 50' MIN. SHOWN IN SITE PLAN.

cc: James Hoswell

Eugene A. Rober
Chief, Current Planning and Development



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

STEPHEN E. COLLINS
DIRECTOR

October 2, 1985

Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Item No. 22 -ZAC- July, 1985

Property Owner: REGENCY CENTER LIMITED
Location: NW COR. OLD COURT ROAD & BARRY PAUL ROAD
Existing Zoning: DR16
Proposed Zoning: Variance

Acres: _____
District: _____

Dear Mr. Jablon: REVISED COMMENTS FOR NEW PLAN

The revised plan dated July 13, 1985 should be acceptable to the Department of Traffic Engineering provided that adequate sight distance is provided on the inside of the curve of Old Court Road and Barry Paul Road by:

1. Relocating the southeast corner of building 1 approximately 20 ft. farther back from Old Court Road.
2. Relocating parking spaces 29-35 twenty-four feet to the north and eliminating parking space 28.
3. Clearing the inside of the curve of Old Court Road and Barry Paul Road of sight obstructions and landscaping.

On the prior plan, it was not clear if these comments could be made because the flood plain was not shown.

Eugene A. Rober
Greg M. Jones

GMJ/blid



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

STEPHEN E. COLLINS
DIRECTOR

August 2, 1985

Mr. Arnold Jablon
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Item No. 22 -ZAC- Meeting of July 30, 1985

Property Owner: Regency Center Limited Partnership
Location: NW corner Old Court Road and Barry Paul Road
Existing Zoning: D.R.16
Proposed Zoning: Variance to permit a front setback of 10', instead of the required 30', and sides of 2', 7', 8' instead of the required 25'.
Building #3 "Tudor" has no openings or windows along the property line, and is screened from adjacent property. (To amend Case #79-235-X)

Acres: 2.7 acres
District: 2nd

Dear Mr. Jablon:

Before commenting on this plan we would like to have a plan showing the flood plain.

Michael S. Flanigan
Michael S. Flanigan
Traffic Engineering Assoc. II

CRM/GMJ/ccm



BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204-2586
494-4500

PAUL H. RENCKE
CHIEF

August 6, 1985

Mr. Arnold Jablon
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: Regency Center Limited Partnership

Location: NW corner Old Court Road and Barry Paul Road

Item No.: 22 Zoning Agenda: Meeting of 7/30/85

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.

- (X) 1. Fire hydrants for the referenced property are required and shall be located at intervals of _____ feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works. Fire flow test shall be conducted by Balto. City Water Dept. to determine adequate fire flow along Old Court Rd. & Barry Paul Rd. on 8' mains.
- () 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.

- (X) 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation. Entire site shall be posted with fire lane signs.
- (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: *James E. Dittus* Noted and Approved: *Roy W. Kemmer*
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb



BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204
494-3610

August 26, 1985

TED ZALESKI, JR.
DIRECTOR

Mr. Arnold Jablon, Zoning Commissioner
Office of Planning and Zoning
Towson, Maryland 21204

Dear Mr. Jablon:

Comments on Item # 22 - Zoning Advisory Committee Meeting are as follows:

Property Owner: Regency Center Limited Partnership
Location: NW Corner Old Court Road and Barry Paul Road
District: 2nd.

APPLICABLE ZONING AND ORDINANCES:

- (A) All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #11-85, the Maryland Code for the Handicapped and Aged (A.N.S.I. #11-85) and other applicable Codes and Standards.
- (B) A building and other miscellaneous permits shall be required before the start of any construction.
- (C) Residential: Two sets of construction drawings are required to file a permit application. The seal of a registered in Maryland Architect or Engineer is/are not required on plans and technical data.
- (D) Commercial: Three sets of construction drawings sealed and signed by a registered in Maryland Architect or Engineer shall be required to file with a permit application. Registered seals are not acceptable.

Note: Building*
Hanover & Sussex
All the Groups except 3rd Single Family Detached Dwellings require a minimum of 1 hour fire rating for exterior walls closer than 3'-0" to an interior lot line. For the Groups require a one hour wall 1' closer than 3'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire or party wall. See Table 101, Section 101.2 and Table 101.2.1 for the definition of fire separation. Exterior fire exposure. Page 43.

7. The structure does not appear to comply with Table 505 for permissible height/area. Reply to the requested variance by this office cannot be considered until the necessary data pertaining to height/area and construction type is provided. See Table 101 and 505 and have your Architect/Engineer contact this department.

8. The requested variance appears to conflict with Section(s) _____ of the Baltimore County Building Code.

9. When filing for a required Change of Use/Accessory Permit, an alteration permit application shall also be filed along with three sets of acceptable construction plans indicating how the existing structure is to be altered in order to comply with the Code requirements for the new use. Maryland Architectural or Engineer seals are usually required. The change of Use Groups are from Use _____ to Use _____, or to Mixed Use. See Section 312 of the Building Code.

10. The proposed project appears to be located in a Flood Plain, Tidal/Riverine. Please see the attached copy of Section 216.0 of the Building Code as adopted by Bill #11-85. Site plans shall show the correct elevations above sea level for the lot and the finish floor levels including basement.

11. Comments: Are there any flood plain boundaries in this area. All buildings shall comply to the State Handicapped Code.

12. These abbreviated 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, the applicant may obtain additional information by visiting Room 120 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

Charles E. Dittus
Charles E. Dittus
Building Plans Review

L/22/85

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
To: Zoning Commissioner
Date: September 25, 1985
Norman E. Gerber, Director
FROM: Office of Planning and Zoning
SUBJECT: Zoning Petition No. 86-137-A

The Division of Current Planning and Development's representative to the Zoning Plans Advisory Committee stated, in part, that the Department of Public Works may require that Barry Paul Road be constructed as a public road with a 50 foot wide right-of-way and that a CRG meeting is required. Until the right-of-way question is resolved, this office cannot comment on the subject petition. It is suggested that the petitioner complete the CRG process prior to scheduling the zoning hearing.

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

NEG:JGR:slm

CERTIFICATE OF PUBLICATION

TOWSON, MD., September 12, 1985

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on September 12, 1985.

THE JEFFERSONIAN,

18 Kentish
Publisher
2200

Case No. 86-137-A

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 26th day of August, 1985.

Regency Center Limited
Partnership
Petitioner's
Attorney
Michael Lewis Freilich, Esq.

Arnold Jablon
Arnold Jablon
Zoning Commissioner
Received by: *James E. Dittus*
James E. Dittus, Chairman
Zoning Plans Advisory Committee

CERTIFICATE OF POSTING

ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

86-137-A

District: 2nd Date of Posting: Sept. 13, 1985

Posted for: Variance

Petitioner: Regency Center Limited Partnership

Location of property: NW of Old Court Road at Barry Paul Road

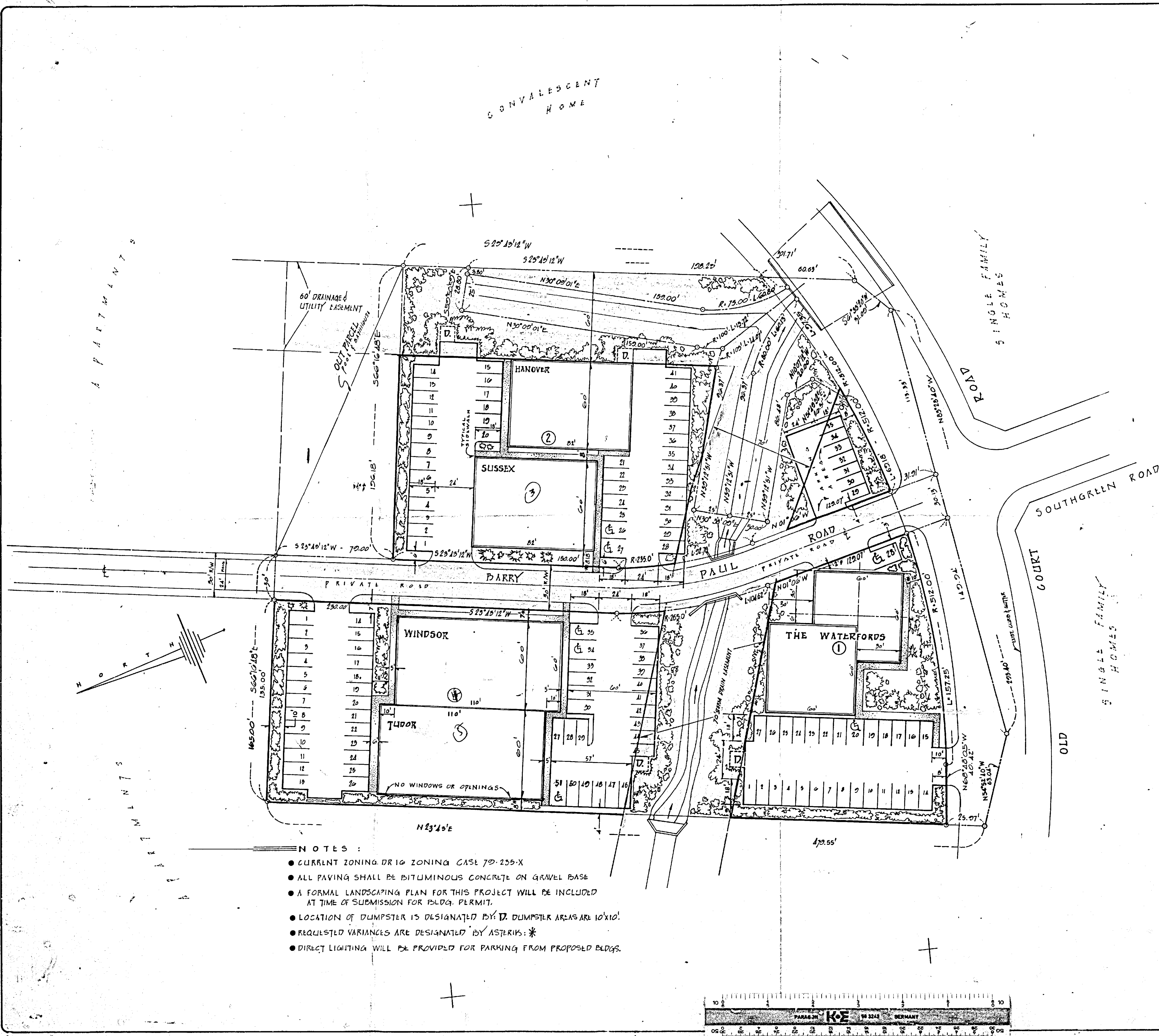
Location of Signs: Signs North side of Old Court Road approx. 100' East of Barry Paul Road and signs North side of Old Court Road approx. 60' West of Barry Paul Road

Remarks: 60' West of Barry Paul Road

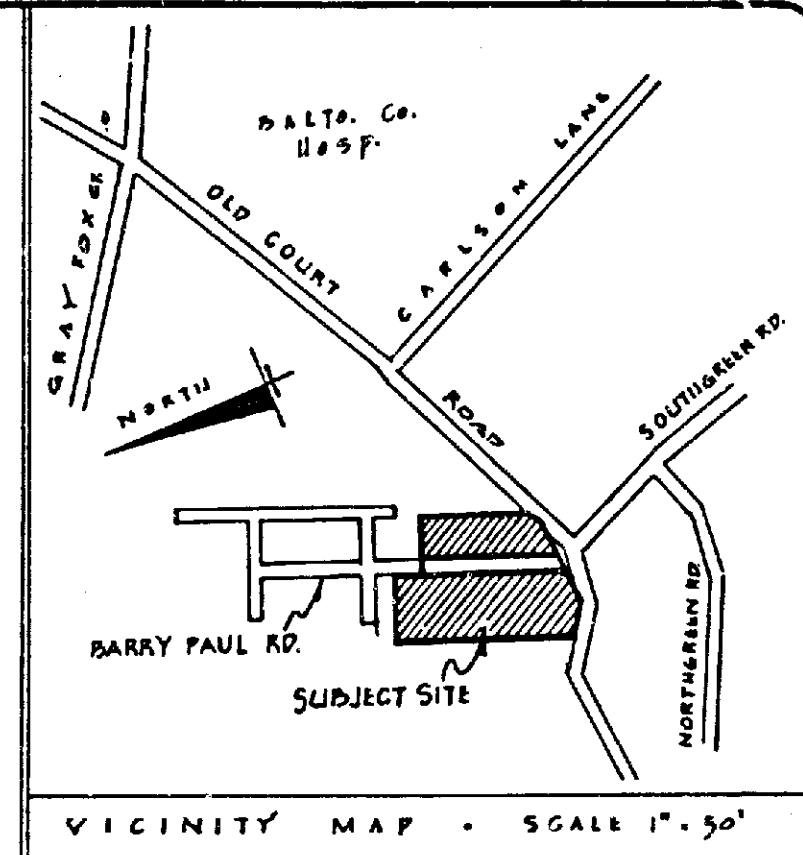
Posted by: *S. J. Smith* Date of return: Sept. 20, 1985

Number of Signs: 2

APR 14 1986



- NOTES :
- CURRENT ZONING DRIG ZONING CASE 70-235-X
 - ALL PAVING SHALL BE BITUMINOUS CONCRETE ON GRAVEL BASE
 - A FORMAL LANDSCAPING PLAN FOR THIS PROJECT WILL BE INCLUDED AT TIME OF SUBMISSION FOR BLDG. PERMIT.
 - LOCATION OF DUMPSTER IS DESIGNATED BY 'D'. DUMPSTER AREAS ARE 10'X10'
 - REQUESTED VARIANCES ARE DESIGNATED BY ASTERISK *
 - DIRECT LIGHTING WILL BE PROVIDED FOR PARKING FROM PROPOSED BLDGS.



PARKING DATA				
FIRST FLOOR ONLY	BLDG. 1	BLDG. 2	BLDG. 3	
USE	OFFICES	OFFICES	OFFICES	
TOTAL FLOOR AREA	6,480 SF	5,840 SF	15,000 SF	
TOTAL SQ. FT. + 300 = NUMBER OF SPACES REQUIRED	(61.6) 22	(54.8) 33	42	
TOTAL NO. SPACES PROVIDED INCLUDING HANDICAPPED	35	41	51	
HANDICAPPED SPACES PROVIDED	2	2	3	
NUMBER OF SPACES IN EXCESS OF REQUIRED	13	8	9	
TYPICAL SIZE OF PARKING SPACE	9'X10'	9'X10'	9'X10'	

HANDICAPPED SPACES SHOWN AS :

PETITIONER'S
EXHIBIT 4

SILBERMANN and ASSOCIATES
engineers - planners - surveyors
1703 East Joppa Road
Baltimore, Maryland 21234
PHONE: 571-5555

FILE NUMBER: 200713

REVISIONS:

SHEET ONE OF ONE

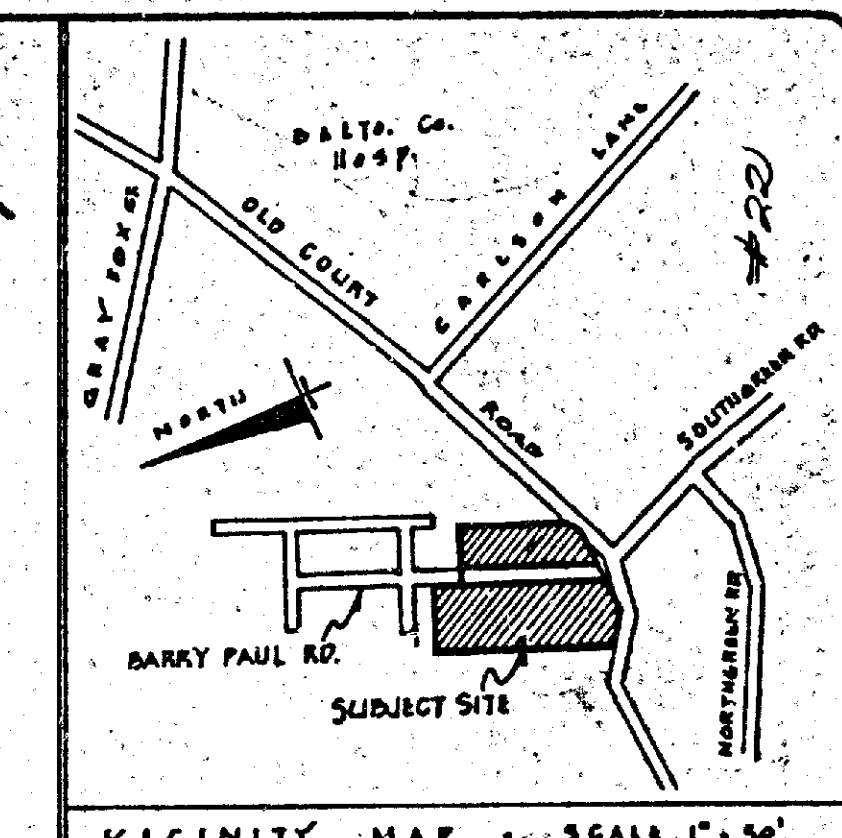
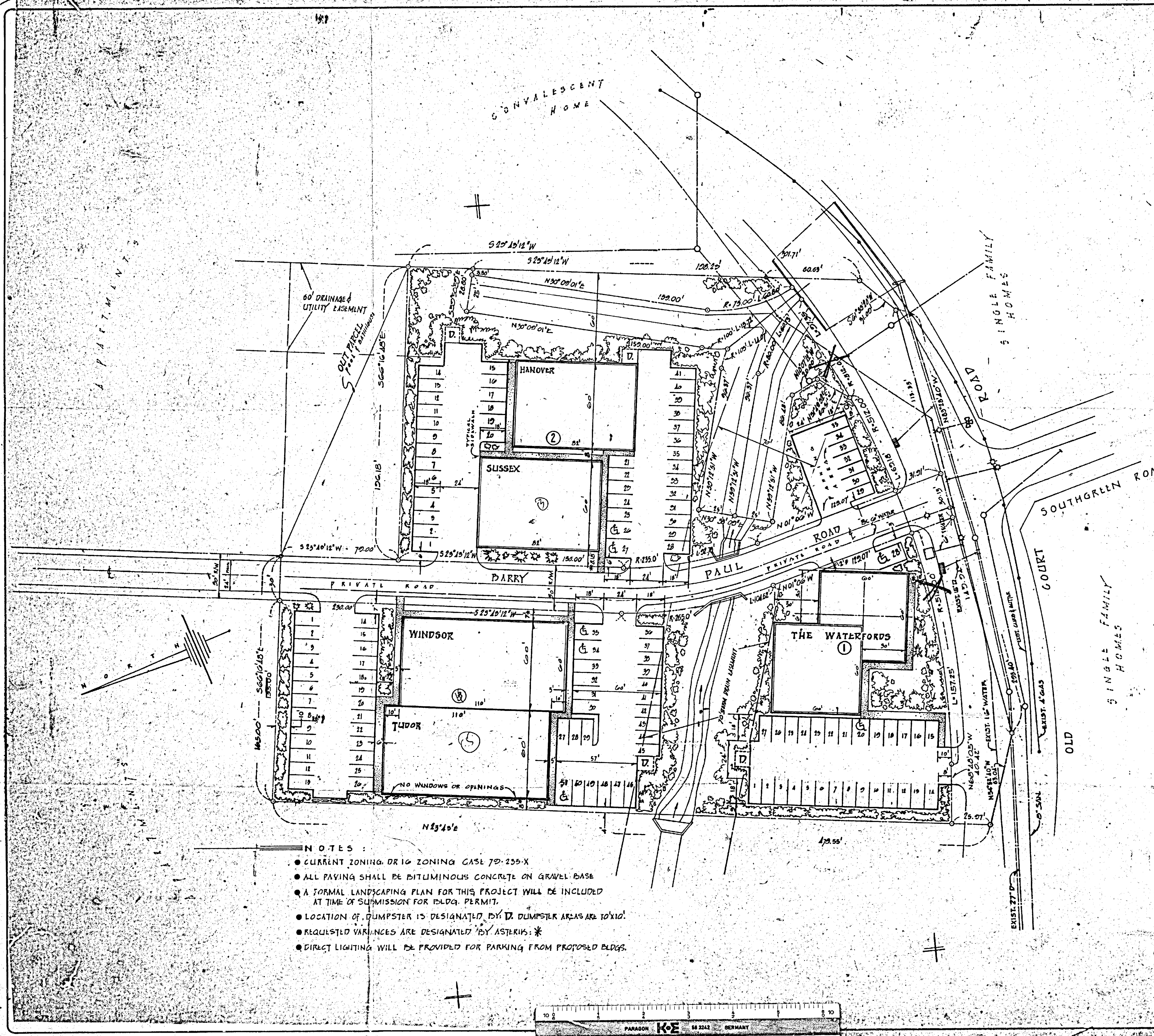
DRAWING

1

SITE PLAN

DATE: JULY 15, 1995 SCALE: 1" = 50' DRAWN BY: CAMPBELL

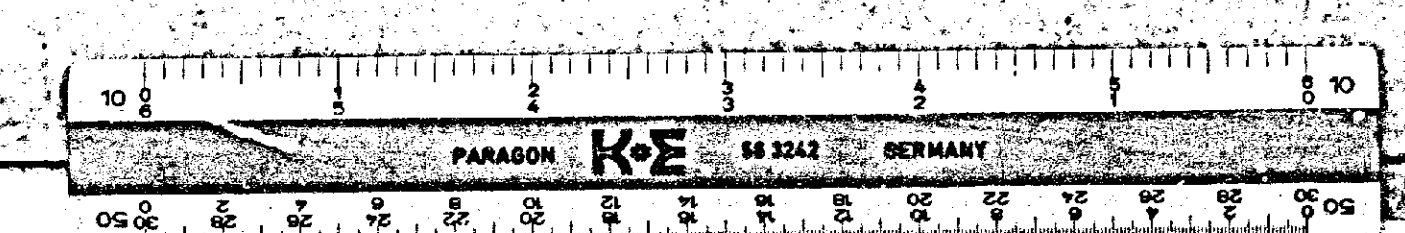
PROJECT: TERRACE CENTRE OFFICE BUILDING CONDOMINIUMS
PARTY: TALL ROAD & DEPT. COURT ROAD, BALTIMORE, MARYLAND 21234



PARKING DATA				
FIRST FLOOR AREA ONLY	BLDG. 1	BLDG. 2	BLDG. 3	
USE	OFFICES	OFFICES	OFFICES	
TOTAL FLOOR AREA	6,480 sq ft	5,840 sq ft	18,000 sq ft	
TOTAL sq. ft. & 5000 NUMBER OF SPACES PROVIDED	61,022	(N/A) 55	42	
TOTAL NO. SPACES PROVIDED INCLUDING HANDICAPPED	39	41	51	
HANDICAPPED SPACES PROVIDED	2	2	5	
NUMBER OF SPACES IN ACCESS AT REQUIRED	13	8	2	
TYPICAL SIZE OF PARKING SPACE	9' x 18'	9' x 18'	9' x 18'	

HANDICAPPED SPACES SHOWN AS:

- NOTES:**
- CURRENT ZONING OR ZONING CASE 70-235-X
 - ALL PAVING SHALL BE BITUMINOUS CONCRETE ON GRAVEL BASE
 - A FORMAL LANDSCAPING PLAN FOR THIS PROJECT WILL BE INCLUDED AT TIME OF SUBMISSION FOR BLDG. PERMIT.
 - LOCATION OF DUMPSTER IS DESIGNATED BY D. DUMPSTER AREAS ARE 10'x10'.
 - REQUESTED VARIANCES ARE DESIGNATED BY ASTERISKS *
 - DIRECT LIGHTING WILL BE PROVIDED FOR PARKING FROM PROPOSED BLDGS.



SILBERMAN and ASSOCIATES
engineers - planners - surveyors

1703 East Joppa Road
Baltimore, Maryland 21236

DATE: JULY 15, 1985

PROJECT: CENTRAL CITY BUILDING REDEVELOPMENT

PREPARED BY: J. SILBERMAN

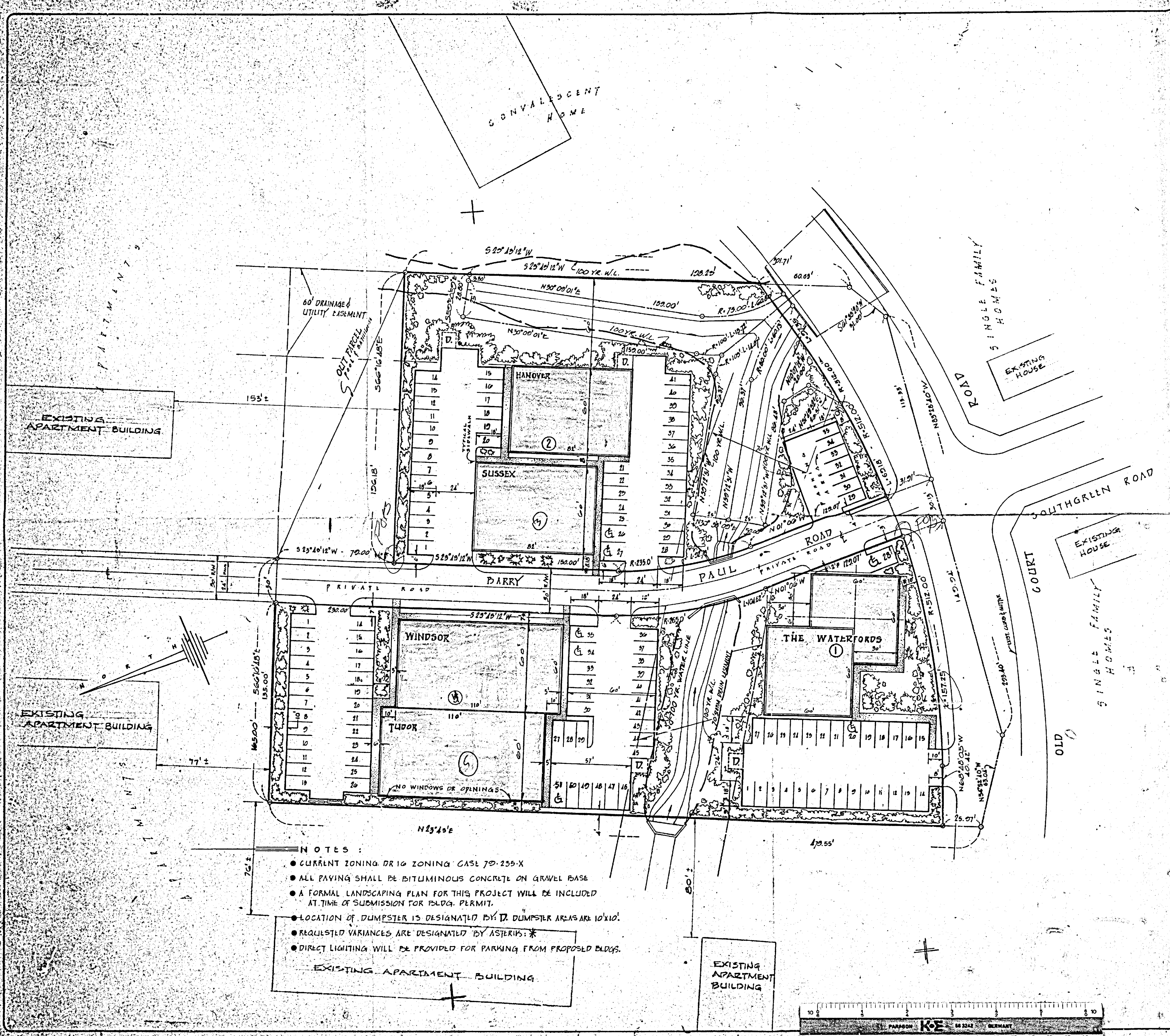
CHECKED BY: J. SILBERMAN

SCALE: 1" = 50'

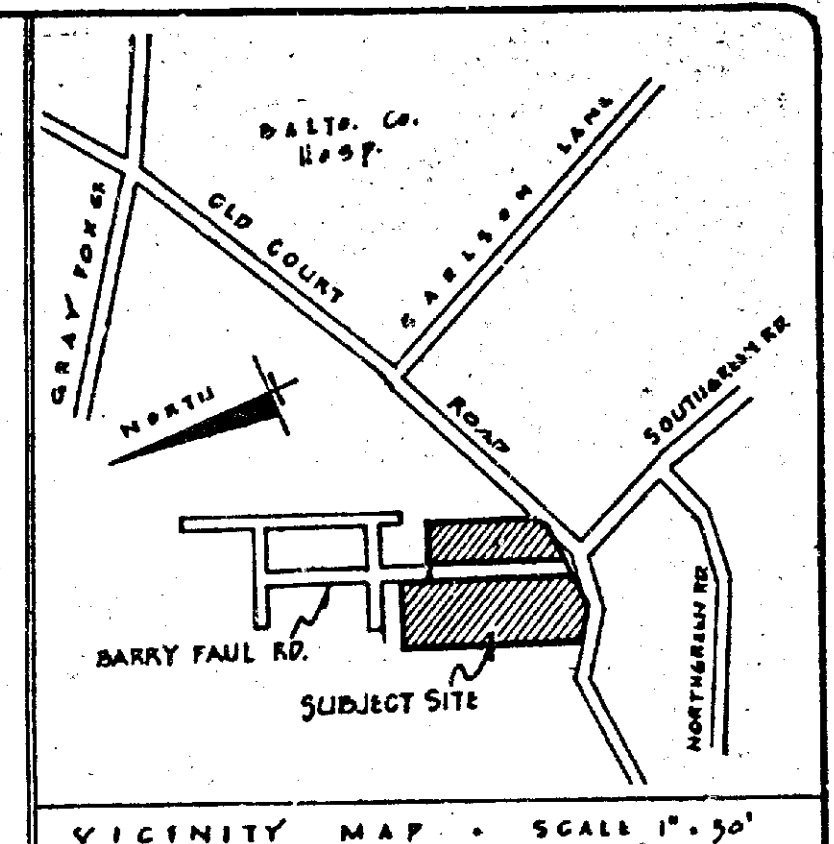
PROJECT NO. 85-001

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- NOTES:**
- CURRENT ZONING DR 10 ZONING CASE 70-255-X
 - ALL PAVING SHALL BE BITUMINOUS CONCRETE ON GRAVEL BASE
 - A FORMAL LANDSCAPING PLAN FOR THIS PROJECT WILL BE INCLUDED AT TIME OF SUBMISSION FOR BLDG. PERMIT.
 - LOCATION OF DUMPSTER IS DESIGNATED BY D. DUMPSTER AREAS ARE 10'x10'.
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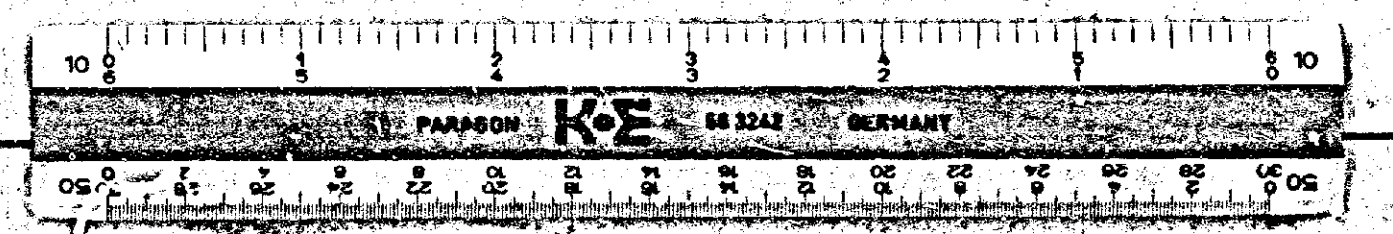


PARKING DATA			
FIRST FLOOR ONLY AREA	BLDG. 1	BLDG. 2	BLDG. 3
USE	OFFICES	OFFICES	OFFICES
TOTAL FLOOR AREA	6,480 sq ft	9,840 sq ft	18,000 sq ft
TOTAL SQ. FT. + 300 = NUMBER OF SPACES REQUIRED	6,780	10,140	18,300
TOTAL NO. SPACES PROVIDED INCLUDING HANDICAPPED	22	35	42
HANDICAPPED SPACES PROVIDED	2	4	5
NUMBER OF SPACES IN EXCESS OF REQUIRED	19	31	37
TYPICAL SIZE OF PARKING SPACE	9'x18'	9'x18'	9'x18'

HANDICAPPED SPACES SHOWN AS:

PETITIONER'S
EXHIBIT 3

BAR 40
NUG 01
ELECTRIC
DESIGN 2
DATE 2/28/04
TYPE
REVISION 11
BY
FINAL



SILBERMAN and ASSOCIATES
engineers - planners - surveyors
1703 East Joppa Road
Baltimore, Maryland 21234

SITE PLAN

FILE NUMBER
PROJECT
DATE: JULY 15, 1995
SCALE: 1" = 50'

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: [Signature]