

86-271-A 153 **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 255.1 (238.2) to permit a side yard setback of 27.5 feet instead of the required 30 feet.

- of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty)
1. Building is existing and occupied. Any physical change to the building would cause undue hardship.
 2. Lot line in question is recorded in the land records. Leases, mortgage limits, access easements, etc. are based on this line. To move the lot line would prove difficult or impossible.
 3. Owners and developers for Parcel D which is adjacent to lot line in question are the same as for Parcel A.

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.

Lessee:
Timonium Development Joint Venture
Leroy M. Merritt, General Partner
Signature: *Leroy M. Merritt*
2066 Lord Baltimore Drive
Address
Baltimore, Maryland 21207
City and State

Attorney for Petitioner:
John B. Howard, Esquire
(Type or Print Name)
Signature: *John B. Howard*
210 Allegheny Ave., P.O. Box 5517
Address
Towson, Maryland 21204
City and State
Attorney's Telephone No.: 823-4111

Legal Owner(s):
Edward A. DeWaters, Jr.
(Type or Print Name)
Signature: *Edward A. DeWaters, Jr.*
Winifred A. DeWaters
(Type or Print Name)
Signature: *Winifred A. DeWaters*

Name, address and phone number of legal owner, contract purchaser or representative to be contacted
J. Robert Green (also contact atty. for petitioner)
Daft-McCune-Walker, Inc.
Name
200 East Pennsylvania Avenue 296-3333
Address
Towson, Maryland 21204 Phone No.

ORDERED BY The Zoning Commissioner of Baltimore County, this 25th day of November, 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 held before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 13th day of January, 1986, at 9:30 o'clock

(over)

RE: PETITION FOR VARIANCE
W/S Greenspring Dr.,
approx. 1800' S of
Timonium Rd., 8th Dist.
EDWARD A. DEWATERS, JR.,
et ux, Petitioners

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.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

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

I HEREBY CERTIFY that on this 17th day of December, 1985, a copy of the foregoing Entry of Appearance was mailed to Mr. and Mrs. Edward A. DeWaters, Jr., c/o J. Robert Green, Daft, McCune-Walker, Inc., 200 E. Pennsylvania Ave., Towson, MD 21204, who requested notification; and Leroy M. Merritt, General Partner, Timonium Development Joint Venture, 2066 Lord Baltimore Drive, Baltimore, MD 21207, Lessee.

Peter Max Zimmerman
Peter Max Zimmerman

DAFT-MCCUNE-WALKER, INC.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

8.16 Acre Parcel
Parcel "A"
Timonium Business Park
West Side of Green Spring Drive
South of Timonium Road
Eighth Election District
Baltimore County, Maryland

Beginning for the same at a point on the west side of Green Spring Drive, sixty feet wide, at the end of the second of the two following courses and distances measured from the point formed by the intersection of the centerline of said Green Spring Drive with the centerline of Timonium Road, (1) Southerly 1800 feet more or less, and (2) South 80 degrees 35 minutes 56 seconds West 30.00 feet to the point of beginning, thence leaving said beginning point and running and binding on said west side of Green Spring Drive, (1) South 09 degrees 24 minutes 04 seconds East 555.01 feet, thence leaving said west side of Green Spring Drive and running (2) South 80 degrees 36 minutes 50 seconds West 633.89 feet, (3) North 82 degrees 32 minutes 20 seconds West 27.00 feet, (4) North 00 degrees 04 minutes 58 seconds West 622.65 feet to the center of Wellico Road, a private road 35 feet wide, thence running and binding on said center of Wellico Road, (5) South 89 degrees 47 minutes 20 seconds East 319.56 feet, (6) Northeasterly by a curve to the left with the radius of 1000.00

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DAFT-MCCUNE-WALKER, INC.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

feet, the length of 167.77 feet, the chord of said curve being North 85 degrees 24 minutes 18 seconds East 167.57 feet, and (7) North 80 degrees 35 minutes 56 seconds East 76.87 feet to the west side of Green Spring Drive and the place of beginning.

Containing 8.16 acres of land more or less.

This description is intended for zoning purposes only and not for conveyance of property.

Our File Number 780666 (2C 1:780666)

October 4, 1985



Page 2 of 2

PETITION FOR VARIANCE
8th Election District

LOCATION: West side of Greenspring Drive, approximately 1800 feet South of Timonium Road

DATE AND TIME: Monday, January 13, 1986 at 9:30 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 255.1 (238.2) to permit a side yard setback of 27.5 feet in lieu of the required 30 feet.

Being the property of Edward A. DeWaters, Jr., et ux 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



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

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

January 2, 1986

John B. Howard, Esquire
210 Allegheny Avenue
P.O. Box 5517
Towson, Maryland 21204

Re: Petition for Variance
W/S Greenspring Drive, approximately 1800'
S of Timonium Road - 8th Election District
Edward A. DeWaters, Jr., Petitioners
Case No. 86-271-A

Dear Mr. Howard:

This is to advise you that \$66.00 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 OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing, if any.

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

No. 018401

DATE 1-13-86 ACCOUNT 86-271-A-000

AMOUNT \$ 66.00

RECEIVED FROM *John B. Howard Esq.*

FOR *Advertisement Post 86-271-A*

VALIDATION OR SIGNATURE OF CASHIER

PETITION FOR VARIANCE
8th Election District

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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

CERTIFICATE OF PUBLICATION

TOWSON, MD., December 26, 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 December 26, 1985.

THE JEFFERSONIAN,

136 Central
Publisher

Cost of Advertising

22.00

CERTIFICATE OF POSTING ZONING DEPARTMENT OF BALTIMORE COUNTY Towson, Maryland

Date of Posting 12-24-85

District 8th
Posted for: Variance
Petitioner: Edward A. DeWaters, Jr., et ux
Location of property: W/S of Greenspring Dr. approx. 1800' S of Timonium Rd.
Location of Sign: Location sign W/S of Greenspring Dr. approx. 1800' S of Timonium Rd. large south side of road in front of subject property
Remarks: subject property
Posted by: *A.P. Jung*
Number of Signs: 2

CERTIFICATE OF PUBLICATION

TOWSON, MD., December 24, 1985

THIS IS TO CERTIFY, that the annexed advertisement was published in THE TOWSON TIMES, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on December 24, 1985.

TOWSON TIMES,

196 E. 1st
Publisher

34.00

Case No. 86-271-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 November, 1985.

ARNOLD JABLON
Zoning Commissioner

Petitioners: Edward A. DeWaters, et ux
Petitioners' Attorney
Received by: *James E. Jones*
Chairman, Zoning Plans Advisory Committee

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

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 14th day of January, 1986, that the herein Petition for Variance(s) to permit a side yard setback of 27 1/2 feet in lieu of the required 30 feet be and is hereby GRANTED from and after the date of this Order.

R. B. Howard
Zoning Commissioner of
Baltimore County

AJ:bg

cc: John B. Howard, Esquire

People's Counsel

ORDER RECEIVED

DATE January 14, 1986

BY *John A. Howard*
ADMINISTRATIVE ASSISTANT

LIBER 6273 PAGE 559

THIS AMENDED AND RESTATED LEASE AGREEMENT made as of this 14th day of APRIL, 1981, by and between EDWARD A. DEWATERS, JR. and WINIFRED A. DEWATERS, his wife, of Baltimore County, State of Maryland (hereinafter collectively called "Landlord") and TIMONIUM DEVELOPMENT JOINT VENTURE, a general partnership, organized under the laws of the State of Maryland (hereinafter called "Tenant").

EXPLANATORY STATEMENT

By Lease dated April 1, 1955 and recorded among the Land Records of Baltimore County at Liber 2729, folio 86, Industrial Estates, Inc., a body corporate, demised and leased to Baltimore Drive-In Theatre Corp. certain property (hereinafter sometimes called the "Property"), consisting of two parcels of land in Baltimore County, Maryland. By Assignment dated April 1, 1955 and recorded among the aforesaid Land Records at Liber 2729, folio 100, Baltimore Drive-In Theatre Corp. assigned and transferred all of its leasehold estate and interest under said Lease to William P. Frieman and Saul G. Lerner (hereinafter collectively called "Frieman and Lerner"). Frieman and Lerner subleased the Property to Timonium Realty Corp. by Agreement of Sublease (hereinafter called the "Sublease") dated June 30, 1955 and recorded among the aforesaid Land Records at Liber 2754, folio 544.

The said Lease dated April 1, 1955 was amended by an Agreement dated December 15, 1956 and recorded among the aforesaid Land Records at Liber GLB 3080, folio 170 between Industrial Estates, Inc. and Timonium Realty Corp. and was further amended by a Supplemental Agreement between the same parties dated February 17, 1958 and recorded among the aforesaid Land Records at Liber GLB 3325, folio 321. The Lease dated April 1, 1955 as amended by the Agreement dated December 15, 1956 and as further amended by the Supplemental Agreement dated February 17, 1958 is hereinafter referred to as the "Lease."

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By Deed dated March 31, 1961 and recorded among the aforesaid Land Records at Liber 3830, folio 621, the reversionary interest of Industrial Estates, Inc. in the first parcel of land described in the Lease, consisting of approximately 29.766 acres, was granted and conveyed to Edward A. DeWaters, Sr., and Edward A. DeWaters, Jr. (hereinafter collectively called "DeWaters"). By Deed dated May 19, 1965 and recorded among the aforesaid Land Records at Liber GLB 4461, folio 63, DeWaters granted and conveyed the reversionary interest in said first parcel described in the aforesaid Lease to Wilma A. Langlotz; and by Deed dated May 19, 1965 and recorded among the aforesaid Land Records at Liber GLB 4461, folio 66, Wilma A. Langlotz granted and conveyed the reversionary interest in said first parcel described in the aforesaid Lease back to DeWaters. By Deed dated January 24, 1979 and recorded among the aforesaid Land Records prior hereto DeWaters conveyed the reversionary interest in the first parcel described in said Lease to Verna E. Colder; and by Deed dated January 24, 1979 and recorded prior hereto the said Verna E. Colder conveyed said parcel to Landlord.

By Deed dated November 10, 1958 and recorded among the aforesaid Land Records at Liber 3457, folio 144, Industrial Estates, Inc. conveyed its reversionary estate in the second parcel of land described in said Lease to Baltimore County, subject to the leasehold estate mentioned in the Lease. By Deed dated February 14, 1979, Edward A. DeWaters, Sr. quit-claimed all his right, title and interest in the second parcel of land described in said Lease to Landlord.

By Assignment dated April 1, 1981 Frieman and Lerner (the said William P. Frieman having legally changed his name to "William P. Freeman") assigned all of their interest under the Lease and Sublease to Tenant, and by Agreement of Termination, Tenant, as Assignee of the interest of the Sublessor under

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the Sublease, and Timonium Realty Corp. terminated the Sublease, which Agreement of Termination is recorded or intended to be recorded among the Land Records of Baltimore County prior hereto.

The Lease was for an aggregate term of ninety-eight (98) years commencing on April 1, 1955 and terminating on March 31, 2053, unless terminated prior thereto as set forth in the Lease. Landlord and Tenant desire by this Agreement to completely amend and restate the Lease in its entirety, thereby completely superceding the Lease by this Amended and Restated Lease, which is intended to set forth all of the rights and obligations of the parties hereto concerning the Property.

NOW, THEREFORE, THIS AMENDED AND RESTATED LEASE WITNESSETH

1. That for and in consideration of the rent hereinafter agreed to be paid by the Tenant to the Landlord, and the performance of the covenants on the part of the Landlord and Tenant, the Landlord does hereby lease and demise to the Tenant, and the Tenant does hereby hire and take from the Landlord, all that parcel of land situate and lying in the Eighth Election District of Baltimore County, State of Maryland, and described by metes and bounds on Exhibit A attached hereto and hereby made a part hereof; together with all right, title and interest of Landlord in and to the parcel of land described on Exhibit B attached hereto; said parcel of land described on Exhibit A and all right, title and interest of Landlord in the parcel of land described on Exhibit B being hereinafter referred to as the "Property".

2. TOGETHER WITH the improvements thereon and all the rights, alleys, ways, waters, privileges and advantages thereto belonging, or in anywise appertaining.

3. TO HAVE AND TO HOLD the above described Property, together with the improvements thereon, and all the rights, alleys, ways, waters, privileges and advantages thereto belonging or in

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For the five year period from March 5, 2030 to March 4, 2035 the sum of \$125,000.00 per year;

For the five year period from March 5, 2035 to March 4, 2040 the sum of \$130,000.00 per year;

For the five year period from March 5, 2040 to March 4, 2045 the sum of \$135,000.00 per year;

For the five year period from March 5, 2045 to March 4, 2050 the sum of \$140,000.00 per year;

For the period from March 5, 2050 to March 31, 2053 the sum of \$145,000.00 per year.

All of the aforesaid rents shall be payable yearly in advance, on the 5th day of March of each year. If this Amended and Restated Lease terminates before the expiration of any lease year, the rental prepaid for that year shall be prorated from the commencement of the year to the lease termination date, and Landlord shall refund to Tenant the unearned portion thereof.

(b) The Tenant agrees, as additional rent, to pay, when and as the same become due and payable, all taxes, water and sewer rents, charges for public utilities, license and permit fees, special benefit charges, and all public dues and charges levied or assessed, or hereafter levied or assessed against the Property, and the improvements thereon; such taxes, public dues and charges shall not include inheritance, estate, succession or income taxes imposed upon the Landlord, their heirs, personal representatives, successors or assigns. Tenant, its assignees, sublessee(s) or successors shall likewise pay all costs of construction of any improvements which Tenant, its assignees, sublessee(s) or successors may elect to construct on the Property including the costs of sewers and other utilities and roads.

(c) At the termination of this Lease, said taxes, public dues and charges shall be apportioned between the Landlord and Tenant, according to the proportion of the year such tenancy shall exist.

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(d) In the event the Tenant shall desire to contest the legality of any taxes, public dues and charges which the Tenant is bound to pay under the provisions of this Lease, Tenant shall be at liberty upon such contest, to postpone the payment thereof, and, if necessary, to join the Landlord as party to such proceeding, provided such contest shall be promptly and diligently prosecuted at the sole expense of the Tenant, and Tenant shall pay all costs and expenses, if any, (including any attorney's fees) incurred by Landlord as a result thereof, and that such taxes, public dues and charges, and any and all interest and penalties, if any due thereon, shall be paid within thirty (30) days after the amount thereof shall have been finally determined.

5. (a) Provided that if the said rent shall be in arrear, in whole or in part, at any time, then it shall be lawful for the said Landlord, its successors and assigns, upon Landlord giving Tenant sixty (60) days written notice of such default, and after the expiration of such sixty (60) day period, to make distress therefor.

(b) And provided also that if the said rent shall be in arrear, in whole or in part, for sixty (60) days, upon likewise giving Tenant sixty (60) days written notice of such default (which notice can be the same notice given pursuant to paragraph (a) hereof), and after the expiration of such sixty (60) day period, then it shall be lawful for the said Landlord, its successors and assigns, to re-enter upon the hereby demised premises and hold the same until all arrearages of rent thereon and all expenses incurred by reason of such non-payment, shall be fully paid;

(c) And provided further, that if said rent shall be in arrear, in whole or in part, for six (6) months, upon Landlord giving Tenant sixty (60) days written notice of such default

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(which notice can be the same notice given under paragraph (a) or (b) hereof), and after the expiration of such sixty (60) day period, the Landlord, its successors and assigns, may re-enter upon the demised premises and hold the same as if this Lease had never been made; provided, however, that if Tenant or any such mortgagee, sublessee, assignee or other person entitled to notice hereunder is diligently pursuing any remedy to cure any default in this Lease (other than a default by Tenant in the payment of money including rent, additional rent, taxes, or insurance premiums), and such remedy cannot cure such default within the time limit herein specified for cure, then in that event Landlord shall forebear the exercise of any remedy hereunder for such additional time as is necessary for the Tenant, mortgagee, sublessee or such other person to cure such default; but in no event shall Landlord be required to forebear the exercise of any such remedy more than one (1) year from the date on which such default first occurred.

6. Tenant shall have the right, at all times during the continuance of this Lease, and at its own cost and expense, to make such changes, improvements, alterations and additions to the demised premises, erect such building(s) and/or improvement(s) thereon, thereunder or thereat as Tenant may desire and demolish any building(s), improvement(s), and/or structures that are now situated thereon or that may hereafter be erected. Landlord agrees to cooperate with Tenant, without expense to Landlord, in securing such permits as may be necessary to accomplish any of the work under the provisions of this Lease relating to construction, alterations, and/or building(s) to be constructed.

7. (a) If the fee simple title to, or a perpetual easement upon, the Property or any part thereof, or any or all of the building(s) thereon, shall be taken in condemnation during the

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period within which the Tenant shall have the option to purchase the Landlord's reversionary interest, as hereinafter set forth in paragraph 11 of this Amended and Restated Lease, the Tenant shall have the right, but not be obligated, to purchase the Landlord's interest in accordance with the option, and the Landlord, upon receipt of the purchase money, shall assign all its right, title and interest in and to the award in condemnation to the Tenant, and the Tenant shall be entitled to receive and collect the entire award paid in condemnation.

(b) If the Tenant shall elect not to purchase Landlord's reversionary interest, or if such condemnation shall take place before the period during which Tenant is given an option to purchase the Property, the Landlord and Tenant shall each be entitled to prosecute their respective claims in the condemnation, the Tenant shall be entitled to that portion of the award allocable to the value of the Tenant's leasehold interest in the Property in view of the fact that the Tenant shall have paid the cost of the construction of all the buildings and improvements upon the Property; the Tenant shall be entitled to any award which may be made by reason of damages to its business, and shall be entitled to any award which may be made for restoration of the portions of the buildings and improvements not taken in condemnation in the event of a partial taking in condemnation.

(c) In the event of condemnation of all of the Property hereby leased, together with the improvements thereon as an entirety, all rights and liabilities under this Lease shall cease and determine, upon the transfer of title to the condemning agency. In the event of either (i) the partial taking in condemnation of three (3) or more acres of the Property; or (ii) a partial taking which results in the remaining portion of the Property not being reasonably useable for the purposes for which it is then devoted; or (iii) as a result of a partial taking there is a deprivation of access to the remainder of the Property, then and in any of such events, at the election and option of the

Tenant this Lease may be terminated or may continue as to the portion not taken in condemnation, the rent to be reduced proportionately to the amount of the taking.

(d) The purchase option price set forth in paragraph 11 of this Amended and Restated Lease shall have no bearing in determining the fair market value of Landlord's reversionary interest, or so much thereof as is affected, by any such condemnation or taking.

8. The Tenant shall purchase, pay for and maintain in full force and effect during the term or terms of this Lease, fire insurance policy or policies, with extended coverage, in an amount equal to eighty percent (80%) of the cost of the improvements to be constructed upon the Property, in which policy or policies the Landlord and the Tenant (and Tenant's leasehold mortgagee(s), as defined in paragraph 15 of this Amended and Restated Lease) shall be the named insured; in the event of loss or damage or total destruction by fire or other casualties insured against, of the buildings and structures upon the Property, the Tenant shall repair, replace or restore said buildings to the same, or substantially the same, condition as they existed prior to such casualty (or Tenant may, at its option, construct a different building or buildings of greater value than the building or buildings which were damaged or destroyed), to the extent of the proceeds received under such fire insurance policy or policies, and should said proceeds exceed the cost of repair, replacement or restoration, such excess shall be paid to Tenant; said proceeds of said policies shall be paid to the Landlord and Tenant jointly, or to such leasehold mortgagee(s) if it or they so require, to be released for payment of the cost of such repair, replacement or restoration as the work progresses; nothing herein shall prevent the Tenant from applying additional sums toward the cost of such repairs, replacement or restoration as Tenant may determine, the liability of the Tenant for such repairs,

replacement or restoration, being limited, however, to the proceeds received under such fire insurance policies; certificates of such policies shall be furnished Landlord; such policies may contain a standard mortgagee clause in favor of any such leasehold mortgagee(s) of the interest of the Tenant in and to the Property and the improvements thereon.

9. The Tenant shall also purchase, pay for and maintain in full force and effect during the term or terms of this Lease a policy or policies of public liability insurance in limits of \$500,000.00 for injury or death of one person and \$1,000,000.00 for injuries or death arising out of one accident, and a policy or policies of property damage in the amount of \$50,000.00, in which policies the Landlord and Tenant (and such leasehold mortgagee(s) if it so requests) shall be the insured, and Tenant shall furnish Landlord certificates of such insurance.

10. (a) Landlord covenants and agrees to pay all mortgage debts, principal and interest, secured by mortgage or mortgages upon Landlord's reversionary interest in the Property, and to perform all covenants and agrees to pay any and all other liens or encumbrances occasioned by the Landlord, which may be or become liens on Landlord's reversionary interest in the Property, and in the event of any default in the payment on account of said mortgage debts or in the performance of any covenant contained therein, or in the payment of any other lien or encumbrance upon Landlord's reversionary interest in the Property, the non-payment or non-performance of which would affect or destroy the Tenant's leasehold interest in the Property, the Landlord covenants and agrees to give Tenant immediate notice in writing of such default or defaults and the extent thereof, and Tenant shall have the right, with or without such notice from Landlord, but shall not be obligated to pay such amounts or perform such acts as may be

in default and shall have the right, if such payments are made or any expenses incurred and paid in performing such acts, to charge the amounts of such payments or expenses incurred and paid against the rent thereafter accruing under this Lease until such amounts shall have been fully repaid to the Tenant; Landlord further covenants and agrees to exhibit to Tenant upon request the receipts for all payments due in accordance with the terms of any such mortgage or mortgages, both principal and interest, and for the release or payment of any other lien or encumbrance upon the Property.

(b) Landlord hereby warrants and represents that as of the date of this Amended and Restated Lease there are no mortgages, deeds of trust or other similar instruments encumbering Landlord's reversionary interest herein; and if Landlord at any time after the date of this Amended and Restated Lease executes any mortgage, deed of trust or other similar instrument encumbering said reversionary interest, the mortgage, deed of trust or other similar instrument shall contain an express provision that it is subject to this Lease and all of the rights of Tenant, its successors or assigns, under this Amended and Restated Lease.

(c) Any mortgage, deed of trust or similar instrument now or hereafter encumbering Tenant's leasehold interest in the Property described in this Amended and Restated Lease, or any portion thereof, shall at all times be subject to and subordinate to Landlord's reversionary interest under this Amended and Restated Lease, and all of the terms and provisions of this Amended and Restated Lease. Any mortgage, deed of trust or other encumbrance hereafter made by Tenant shall not constitute a lien on Landlord's reversionary interest in the Property.

11. (a) Landlord hereby gives and grants to Tenant, its successors and assigns, the right and option to purchase the Property, in fee simple, and to redeem the rent herein reserved, at any time after the expiration of thirty (30) years from the

date of this Amended and Restated Lease, by giving Landlord sixty (60) days written notice of Tenant's election to purchase the Property. The purchase price shall be \$2,800,000.00, payable as hereinafter provided.

(b) In the event Tenant exercises its option to purchase in accordance with the provision of paragraph 11(a) hereof, settlement shall be made within sixty (60) days from the date of Tenant's notice exercising such option, and upon payment of the purchase price and accrued rent to date of settlement, Landlord shall convey the Property to Tenant, its successors and assigns, by deed containing covenants of special warranty and further assurances, conveying Landlord's reversionary interest under this Lease by good and merchantable title, in fee simple, free of liens and encumbrances, and free, clear and discharged of and from the aforesaid rents and all of the covenants herein contained; provided, however, that Tenant shall remain liable for any unpaid rent then due and owing to Landlord. Notwithstanding the foregoing, Landlord may, at its election, (provided it so notifies tenant in writing at least thirty (30) days prior to settlement) elect to restructure the sale as an installment sale, rather than an all cash sale as hereinabove provided. If Landlord elects an installment sale, such notice shall specify that Landlord elects to receive a certain specified portion of the purchase price in cash at the settlement, and that the remainder of the purchase price shall be deferred and payable in one or more annual installments thereafter (not, however, to exceed ten (10) such installments), together with interest at the then current "prime rate" (which is hereby defined as the rate of interest charged by Maryland National Bank, its successors or assigns, to its most credit worthy commercial borrowers), said prime rate to be adjusted as of the first of each month until the full amount of

the deferred portion of the purchase price is repaid. If Landlord elects an installment sale as aforesaid, the deferred balance of the purchase price, together with interest thereon, shall be secured by a purchase money mortgage (hereinafter called the "PM Mortgage") from Tenant to Landlord, which PM Mortgage shall be executed and delivered simultaneously with the execution of the deed conveying Landlord's reversionary interest to Tenant; said PM Mortgage shall be subject and subordinate to all mortgages, deeds of trust and other liens and encumbrances then encumbering the Property, and shall likewise be subject and subordinate to any mortgage(s) or deed(s) of trust made by Tenant to secure a loan or loans made from time to time to finance the payment of the purchase price to Landlord and each installment thereof, including the cash portion thereof and the deferred installments and interest thereon, and any settlement costs payable by Tenant in connection with any such mortgage(s), or deed(s) of trust, including lender's attorney's fees, title costs, documentary stamp taxes, loan origination fees, etc. Landlord agrees to execute such instrument(s) as may be necessary to effectuate such subordination.

(c) The PM Mortgage shall be a lien on the same percentage of the Property as the deferred balance of the purchase price paid to Landlord bears to the total thereof. Accordingly, if the Landlord elects an installment sale as aforesaid and Landlord receives 30% of the total purchase price at settlement, the PM Mortgage shall cover 70% of the Property (the Tenant to have the right to designate which portion of the Property is to be covered by the PM Mortgage); and when and as installment payments are made by Tenant to Landlord, Landlord shall release pro-rata portions of the Property from the legal operation and effect of the PM Mortgage upon submission of releases by Tenant, the cost of preparing and recording all such releases to be paid by

Tenant. Moreover, if Tenant wishes to release from the operation and effect of the PM Mortgage more of the Property than Tenant would be entitled to have released in accordance with the foregoing provisions ("excess release"), Landlord agrees to execute such release or releases, either at settlement or thereafter upon written request by Tenant, provided Tenant gives Landlord a letter of credit issued by a national bank doing business in Maryland, which letter of credit shall guarantee payment of that portion of the deferred purchase price which the "excess release" bears to the total purchase price. For example, if at settlement Tenant pays 30% of the purchase price, the PM Mortgage would cover 70% of the Property (or 20.83 acres) as hereinabove set forth; assuming Tenant desires to have the "excess release" of two additional acres before Tenant makes any additional principal payments to Landlord, Tenant would be entitled to procure such "excess release" provided Tenant gives Landlord a letter of credit as aforesaid in the amount of \$188,134.11 (2/29.766 X \$2,800.00).

(d) All costs of transfer taxes, documentary stamp taxes and any other similar charges with respect to the deed of conveyance referred to in paragraph (b), shall be paid by Tenant. Any such costs with respect to the purchase money mortgage, if Landlord elects an installment sale as provided in paragraph (b), shall be paid by Landlord.

(e) In addition to the rights and options hereinabove granted, Tenant shall also have the first right of refusal to purchase Landlord's reversionary interest under this Amended and Restated Lease from Landlord at any time during the remainder of the term of this Amended and Restated Lease, under the following terms and conditions: If at any time during the term of this Amended and Restated Lease Landlord receives a bona fide offer to purchase the reversionary interest in the Property, Landlord shall be required prior to consummating such sale to send Tenant written

notice of such offer and of the name and address of the party making the same. Tenant shall have thirty (30) days from the date of such notice to exercise its right of first refusal under the same terms and conditions as are set forth in the notice from Landlord. If Tenant wishes to exercise its right of first refusal, it shall be required to give Landlord written notice thereof within such thirty (30) day period. If Tenant fails to give such written notice to Landlord or if Tenant rejects such offer, Landlord shall be free to sell its reversionary interest in the Property to the party making such offer, subject to the provisions of this Amended and Restated Lease, but free and clear of any right of first refusal on the part of Tenant and the provisions of this paragraph 11(e) shall become null and void, but all the remaining provisions of this Amended and Restated Lease (including the provisions of paragraphs 11(a), 11(b), 11(c), 11(d) and 11(f) hereof) shall remain in full force and effect. If Tenant gives Landlord written notice within such thirty (30) day period of Tenant's exercise of such right of first refusal, settlement shall be made upon the expiration of sixty (60) days from the date of the notice from Tenant exercising such right of first refusal and, upon payment of the purchase price and accrued rent to date of settlement, Landlord shall convey its reversionary interest in the Property to Tenant by deed containing covenants of special warranty and further assurances, by good and merchantable title, free of liens and encumbrances, and free, clear and discharged of and from the aforesaid rents and all of the covenants herein contained. If for any reason Tenant neglects or fails to exercise its right of first refusal after notice as aforesaid from Landlord of a bona fide offer to purchase the reversionary interest in the Property, but Landlord fails or refuses to consummate the sale to the party making such offer, Tenant's right of first refusal shall continue in full force and effect.

(f) The rent paid by Tenant to Landlord hereunder shall not be credited against or deducted from the purchase price payable to Landlord in the event Tenant exercises any purchase option or first refusal right contained in this paragraph 11.

12. Tenant shall have the right and privilege of assigning this Amended and Restated Lease or subletting the whole or any part of the Property and the improvements thereon. Upon such assignment, the assignor shall be released from all further liability hereunder; provided such assignment takes place after completion of improvements having at least 200,000 square feet of floor area upon the leased premises as provided in paragraph 13 hereof, in which event the liability of the assignee shall be limited solely to its interest in the Property, including all land and improvements erected thereon as provided in paragraph 13 hereof. Landlord shall have the right and privilege of assigning its reversionary interest hereunder; provided any such assignment shall be subject to Tenant's first right of refusal as set forth in paragraph 11(e) hereof.

13. All covenants herein contained shall bind and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns; provided, however, that from and after the expiration of seven (7) months from the date Tenant completes construction of improvements upon the Property having an aggregate floor area of 200,000 square feet or more, the liability of Tenant, its successors and assigns, under this Amended and Restated Lease shall at all times thereafter be limited solely to Tenant's interest in the Property, including all buildings and improvements erected thereon; and from and after such date neither Tenant nor any successor or assignee of Tenant shall be personally or individually liable or responsible for the performance of any of Tenant's obligations under this Amended and Restated Lease.

Notwithstanding the foregoing, if at the expiration of such seven (7) month period, any mechanic's liens or mechanic's lien claims have been filed against the Property, the exculpatory provisions of the preceding sentence shall not become effective until (i) final judgment in Tenant's favor as to such lien or liens; (ii) payment and release of record of such lien or liens, or (iii) release of such lien or liens by bond or otherwise by Landlord as permitted by applicable statutes or rules of court.

14. All notices required or permitted to be given by either of the parties hereto to the other shall be sent by registered or certified mail to the last known or designated address of the other party. The present address of Landlord is 7012 Heathcoate Drive, Kingsville, Maryland 21087; the present address of Tenant is 1204 Fidelity Building, Baltimore Maryland 21201; and the present address of the current leasehold mortgagee is The Equitable Trust Company, Post Office Box 1556, Baltimore, Maryland 21203, Attention: Mr. Charles H. W. Effinger, Jr., Vice President. Such notices shall be sent to the above designated addresses until either party notifies the other in writing by United States registered or certified mail of a change of address.

15. Tenant and every successor and assignee of Tenant (including but not limited to any sublessee of Tenant) is hereby given the right by Landlord, in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its interest in this Amended and Restated Lease, or any part or parts thereof, or any sublease(s) under one or more leasehold mortgage(s) and to assign this Amended and Restated Lease, or any part or parts thereof, and any sublease(s) as collateral security for such mortgage(s), upon the condition that all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Amended and Restated Lease, and to all rights

and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest, except as expressly provided herein. If Tenant and/or Tenant's successors and assigns (including but not limited to any sublessee of Tenant) shall mortgage their leasehold interest or any part or parts hereof, and if the holder(s) of such mortgage(s) shall, within thirty (30) days of its execution, send to Landlord written notice specifying the name and address of the mortgagee, Landlord agrees that so long as any such leasehold mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to the Landlord, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Amended and Restated Lease by joint action of Landlord and Tenant without the prior consent in writing of the leasehold mortgagee(s). Tenant shall not exercise any purchase option or right of first refusal pursuant to paragraph 11 hereof without the prior consent in writing of the leasehold mortgagee(s).

(b) Landlord, shall upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder(s) of such leasehold mortgage(s) who have given Landlord written notice as aforesaid, which default notice shall be served upon such leasehold mortgagee(s) in the manner specified in paragraph 14 of the Amended and Restated Lease; and no notice of default from Landlord pursuant to this Lease shall be valid unless a copy of the notice is given to the holder(s) of such leasehold mortgage(s). (For the purpose of satisfying the terms and conditions of this provision of the Lease, the name and address of the current leasehold mortgagee is set forth in paragraph 14 hereof). The leasehold mortgagee(s) shall thereupon have the

same period, after service of such notice upon it or them, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such leasehold mortgagee(s) as if the same had been performed by Tenant.

(c) Anything herein contained notwithstanding, while such leasehold mortgage(s) remains unsatisfied of record, or until written notice of satisfaction is given by the holder(s) to Landlord, if any default shall occur which, pursuant to any provision of this Amended and Restated Lease entitles Landlord to terminate the Lease and if before the expiration of sixty (60) days following the date of service of termination upon such leasehold mortgagee(s) (it being understood and agreed that such termination notice may be the same 60-day notice given by Landlord pursuant to paragraph 5(c) of this Amended and Restated Lease), any such leasehold mortgagee shall have notified Landlord of its or their desire to nullify such notice and shall have paid to Landlord all rent and other payments herein provided for, and then in default, then in such event Landlord shall not be entitled to terminate the Lease and any notice of termination theretofore given shall be void and of no effect.

(d) Landlord agrees that in the event of termination of the Lease by reason of any default by Tenant other than for non-payment of rent or additional rent and other payments herein provided for, Landlord will enter into a new lease for the Property with any such leasehold mortgagee(s) or its nominee(s) for the remainder of the term, effective as of the date of such termination, at the rent and upon the terms, provisions, covenants and agreements as herein contained and subject to the rights, if any, of any parties then in possession of the Property, or any portion thereof, provided:

(i) Said mortgagee or its nominee shall make written request upon Landlord for such new lease within sixty (60) days after the date of such termination and such written request is accompanied by payment to Landlord of sums then due to Landlord under the Lease;

(ii) Said mortgagee, or its nominee shall pay to Landlord at the time of the execution and delivery of said new lease, any and all sums which would at the time of the execution and delivery thereof, be due pursuant to the Amended and Restated Lease, but for such termination, plus interest thereon at the then existing "prime rate" (as defined in paragraph 11(b) hereof) from the due date of such sums to the date of payment; and in addition thereto, any expenses, including reasonable attorneys' fees, to which Landlord shall have been subjected by reason of such default;

(iii) Said mortgagee, or its nominee shall perform and observe all covenants herein contained on Tenant's part to be performed and shall further remedy any other conditions which Tenant under the terminated Lease was obligated to perform under the terms of this Amended and Restated Lease. If there are more than one leasehold mortgagee who makes the written request on Landlord in accordance with subparagraph (i) hereof, the leasehold mortgagee whose mortgage or deed of trust was recorded first among the Land Records of Baltimore County shall be the one with whom Landlord shall be required to enter into such new Lease in accordance with the provisions of this paragraph (d).

(e) The leasehold mortgagee(s) shall be given notice of any legal proceedings by the parties hereto, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such

intervention. In the event that the leasehold mortgagee(s) shall not elect to intervene or become a party to such proceedings, the leasehold mortgagee(s) shall receive notice of and a copy of any award or decision made in such proceedings.

(f) The holder(s) of the leasehold mortgage(s) shall be named as an insured, as its or their interest may appear, in all policies of insurance carried by Tenant pursuant to the provisions of this Amended and Restated Lease. Duplicate originals of the policies of such insurance shall be held by the holder(s) of any such leasehold mortgage(s). If duplicate originals of such policies are not obtainable, certified copies thereof shall be delivered to Landlord. The proceeds of such insurance in case of loss shall be paid to, and deposited with, the holder(s) of the leasehold mortgage(s) and said holder(s) shall disburse said proceeds for the purpose of rebuilding, restoring and repairing the premises, and all proceeds shall be deemed trust funds to be used by Tenant for the purpose of rebuilding, restoring and repairing. Tenant hereby nominates and appoints the holder(s) of the leasehold mortgage(s), its agent(s) and attorney(s)-in-fact in Tenant's name, place and stead, to file proofs of claim, settle and adjust any losses or claims arising under any policy of insurance carried by Tenant pursuant to the provisions of this Amended and Restated Lease.

(g) The parties hereto shall give the holder(s) of the leasehold mortgage(s) written notice of any condemnation proceedings affecting the Property. The said holder(s) shall have the right to intervene and be made a party to any such condemnation proceedings and the parties hereto hereby consent that the

said holder(s) may be made such party or intervenor. Tenant's interest in any award or damages for such taking is hereby set over, transferred and assigned by Tenant to the said holder(s) of the leasehold mortgage(s) to the extent of the balance of any principal, interest or other payment due or which shall thereafter accrue or become due to the said holder(s).

16. From time to time during the term of the Lease, Landlord agrees to submit to Tenant, within 15 days following written request therefor, a certificate:

(a) Stating that the Amended and Restated Lease is in full force and effect as of the date of such certificate and that Landlord has no knowledge of any default by Tenant thereunder; or

(b) If Landlord knows of any such default, specifically stating the nature of such default and listing the steps necessary to cure the same.

17. As used in this Amended and Restated Lease, the term "mortgage" shall include deeds of trust and other security instruments and the term "mortgagee" shall include note holders and other beneficiaries or trustees of such deeds of trust or security instruments.

18. If at any time during the term of the Lease any third party performs any of the terms, covenants or agreements on the part of Tenant to be performed under this Amended and Restated Lease, such performance shall be considered to be due performance by Tenant of such term, covenant or agreement so performed.

19. Landlord covenants that Tenant, its successors and assigns, upon paying the rent specified in this Amended and Restated Lease, and upon observing and performing all of the covenants herein contained on its part to be observed and performed, shall and may peaceably and quietly have, hold and enjoy the Property hereby leased, without disturbance or eviction by

Landlord, or by any person or persons lawfully claiming by, from or under Landlord.

20. Landlord shall, without subjecting itself to any costs, liabilities or expense in connection therewith, at the request of Tenant from time to time (and without obligation on Tenant's part to make any payment to Landlord), execute or join in the execution of:

(a) Plats of subdivision, record plats, dedication of streets to public use and deeds or other grants of rights-of-way and easements for the installation and maintenance of sanitary sewers, storm drainage water, electricity and other utilities;

(b) Applications for special exceptions or variances under Baltimore County Zoning Codes and Regulations; provided nothing herein contained shall require Landlord to execute such applications for any zoning reclassifications; and

(c) Such cross-easements, restrictions, covenants and agreements (including but not limited to those related to use, utilities, parking, ingress and egress) as shall be required by Tenant, its successors or assigns, in the development of the Property by Tenant, its successors or assigns.

21. (a) Tenant has advised Landlord that Tenant may sublease portions of the Property to a sublessee or sublessees who may expend considerable sums of money to outfit or improve their subleased premises, and that such sublessee(s) may request protection against eviction from the subleased premises or termination of its sublease in the event of a default by Tenant under this Amended and Restated Lease. Landlord agrees that upon request of Tenant or a sublessee, Landlord will enter into an agreement (the "Non-Disturbance Agreement") with the sublessee(s) which Non-Disturbance Agreement shall be in recordable form, and shall provide in substance that so long as the sublessee(s) is not in default in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of its

sublease, the rights and privileges of sublessee(s) under its sublease shall not be diminished or terminated by Landlord and occupancy of the subleased premises by sublessee(s) shall not be disturbed by Landlord for any reason whatsoever during the term of the sublease or any renewal thereof, notwithstanding any default by Tenant under this Amended and Restated Lease; provided the sublessee agrees to attorn to the Landlord if this Amended and Restated Lease terminates, and thereafter effective as of the termination date of this Lease, such sublessee shall pay rent to Landlord; provided, however, that the foregoing provisions are subject to the rights of leasehold mortgagee(s) as set forth in paragraph 15 hereof, including the right of a leasehold mortgagee to enter into a new lease with Landlord as provided in paragraph 15(d) of this Amended and Restated Lease. Notwithstanding the foregoing, Landlord shall not be obligated to enter into a Non-Disturbance Agreement with a sublessee if any partner of Landlord has a financial interest in the sublessee.

(b) All transfer taxes, documentary stamp taxes and other costs and expenses in connection with the preparation and recording of any such Non-Disturbance Agreement shall be paid by Tenant or sublessee(s). Tenant hereby agrees to pay any reasonable attorney's fees incurred by Landlord as the result of Landlord's entry into any Non-Disturbance Agreement.

22. (a) This Amended and Restated Lease shall be interpreted in accordance with the laws of the State of Maryland.

(b) This Amended and Restated Lease expresses the entire understanding between the parties hereto and neither party shall be bound by any terms, covenants and agreements not herein contained.

(c) It is the intention of the parties hereto that if any provision of this Amended and Restated Lease is capable of two constructions, one of which would render the provision void or unenforceable, and the other of which would render the provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

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(d) If any term, covenant, condition or provision of this Amended or Restated Lease, or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Amended and Restated Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition and provision of this Amended and Restated Lease shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable.

23. The General Partners of Tenant have executed this Amended and Restated Lease both individually and as General Partners of Tenant; provided, however, that the liability of the General Partners of Tenant, under this Amended and Restated Lease shall be subject to termination in accordance with the provisions of paragraph 13 of this Amended and Restated Lease.

24. (a) For purposes of facilitating Tenant's development of the Leased Premises, Tenant shall have the right, subject to compliance with the conditions hereafter expressed, to have this Lease subdivided into not more than five (5) separate leases, each of which shall contain exactly the same terms and provisions as this Lease except that each such separate subdivided Lease (i) shall cover a limited portion of the leased premises; (ii) shall carry a reduced rental as provided in subparagraph (b)(iii) below; (iii) the 200,000 square foot figure in line 6, paragraph 12 and line 7, paragraph 13 of this Lease shall be reduced in each separate subdivided Lease as set forth in subparagraph (b)(iv) below: (iv) the \$2,800,000.00 purchase price for Tenant's purchase option as set forth in paragraph 11(a) of this Lease shall be reduced as provided in

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subparagraph (b)(v) below; and (v) it shall not be subject to further subdivision that would result in a larger number of subdivided parcels than five. All other provisions of this Lease shall be applicable and included in each such subdivided lease. Tenant's right hereunder shall be exercised by written notice to Landlord not less than thirty (30) days prior to the date of subdivision. Such notice shall be accompanied by Tenant's survey and description of each subdivided parcel to be included in each separate subdivided lease and copies of each proposed separate subdivided lease, so prepared as to supersede this Lease. A default by the Tenant under one of such separate subdivided leases shall not constitute a default under any other separate subdivided lease.

(b) Landlord's obligation to subdivide this Lease into separate leases as provided in paragraph (a) hereof shall be subject to each of the following conditions having been met:

(i) Each separate subdivided parcel shall be at least three (3) acres in size.

(ii) Tenant shall obtain a survey at its expense delineating the parcels into which the Leased Premises are to be subdivided into separate leases as aforesaid and shall furnish a copy thereof to Landlord.

(iii) The total base rent for the Leased Premises as set forth in Section 4(a) hereof shall be allocated among the separate subdivided leases so that the total rents under the separate subdivided leases equals the rents specified herein. The rent for each separate subdivided lease parcel shall be the same amount which its acreage bears to the acreage of the total Leased Premises.

(iv) The 200,000 square foot figure set forth in line 6, paragraph 12 and line 7, paragraph 13 of this Lease

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shall be reduced in each separate subdivided lease so that such figure in each separate subdivided lease shall be equal to 7,500 times the acreage within each separate subdivided lease parcel.

(v) The \$2,800,000.00 purchase price for Tenant's purchase option as set forth in paragraph 11(a) of this Lease shall be reduced in each separate subdivided lease so that such amount in each separate subdivided lease shall be equal to that proportionate amount of \$2,800,000.00 which bears the same ratio to the acreage which each separate subdivided lease parcel bears to the total acreage of the leased Premises described in this Lease; and the illustration in the last sentence of paragraph 11(c) of this Lease shall be changed so that the dollar amounts and acreage figures shall be changed prorata to reflect the corresponding acreage within each separate subdivided lease parcel and each option purchase price as set forth in each separate subdivided lease.

(vi) All costs and expenses in connection with any subdivision of this Lease, including costs of surveying, costs of preparing subdivided leases and costs of recording shall be borne solely by Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED LEASE as of the day and year first above written.

WITNESS:
Thomas E. Calder (SEAL)
Edward A. Dewaters, Jr.
Vernon S. Calder (SEAL)
Winifred A. Dewaters
 LANDLORD
 TIMONIUM DEVELOPMENT JOINT VENTURE
 By Leroy M. Merritt (SEAL)
 Leroy M. Merritt, General Partner

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WITNESS:
David I. Bavar (SEAL)
 David I. Bavar, General Partner
Allen Kayne (SEAL)
 Allen Kayne, General Partner
John C. Childs, Sr. (SEAL)
 John C. Childs, Sr., General Partner
Robert C. Levin (SEAL)
 Robert C. Levin, General Partner
Robert R. Neilson (SEAL)
 Robert R. Neilson, General Partner
 TENANT

STATE OF MARYLAND, OF BALTIMORE, to wit:
 On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared EDWARD A. DEWATERS, JR. and WINIFRED A. DEWATERS, his wife, known to me to be the persons who executed the within Amended and Restated Lease as Landlord, and they each acknowledged the Amended and Restated Lease to be their respective acts and deeds.

AS WITNESS my hand and Notarial Seal.

My Commission expires:
July 1, 1982

STATE OF MARYLAND, OF BALTIMORE, to-wit:
 On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared LEROY M. MERRITT, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:
July 1, 1982

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STATE OF MARYLAND, OF BALTIMORE, to wit:
 On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ALLEN KAYNE, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:
7/1/82

STATE OF MARYLAND, OF BALTIMORE, to wit:
 On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared DAVID I. BAVAR, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:
7/1/82

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STATE OF MARYLAND, OF BALTIMORE, to wit:
 On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared JOHN C. CHILDS, SR., one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:
7/1/82

STATE OF MARYLAND, OF BALTIMORE, to wit:
 On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ROBERT C. LEVIN, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:
7/1/82

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STATE OF MARYLAND, OF BALTIMORE, to wit:
 On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ROBERT R. NEILSON, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:
7/1/82

STATE OF MARYLAND, OF BALTIMORE, to wit:
 On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared DAVID I. BAVAR, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:
7/1/82

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BEGINNING for the same at a stone heretofore planted at the beginning of the land which by Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. No. 2515, folio 267, was conveyed by William R. Price and wife to Industrial Estates, Inc., said point being also at the end of the fourth or South 82 degrees 45 minutes East, 478.83 ft. line of land which by Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife to Industrial Estates, Inc., running thence and binding reversely on the fourth, third, second, first and part of the last line in last mentioned Deed Bracklein to Industrial Estates, Inc., the six following courses and distances, as now surveyed:

North 82 degrees 32 minutes 20 seconds West, 478.83 ft.
 North 20 degrees 04 minutes 20 seconds West, 54.42 ft.
 North 54 degrees 55 minutes 50 seconds East, 191.42 ft.
 North 8 degrees 11 minutes 10 seconds West, 535.55 ft.
 North 80 degrees 31 minutes 40 seconds West, 49.17 ft.

thence by a curve to the left with a radius of 4683.66 ft. for a distance of 480.92 ft. (the chord of said arc being North 00 degrees 43 minutes 08 seconds East, 480.72 ft.) to the beginning of the eighth or due East 476.45 ft. line of land which by Deed dated January 3, 1955, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2624, folio 186, was conveyed by Industrial Estates, Inc. to Sangster Holdings, Inc., running

EXHIBIT A

Liber G.L.B. 4461, Folio 63 from the said Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr. to Wilma A. Langlotz; (v) Deed dated May 19, 1955 and recorded among the aforesaid Land Records at Liber G.L.B. 4461, Folio 66 from the said Wilma A. Langlotz to the said Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr.; (vi) Deed dated January 24, 1979 and recorded among the aforesaid Land Records at Liber G.L.B. Folio 387 from the said Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr. to Verna E. Collier; and (vii) Deed dated January 24, 1979 and recorded among the aforesaid Land Records at Liber G.L.B. 5983, Folio 387 from the said Verna E. Collier to Edward A. Dewaters, Jr. and Winifred A. Dewaters, his wife.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances, and advantages thereto belonging or in any wise appertaining; and also together with assignors' reversionary interest in the aforesaid Sublease dated June 30, 1955 from assignors to Timonium Realty Corp., which Sublease is recorded among the aforesaid Land Records at Liber 2754, Folio 544.

TO HAVE AND TO HOLD the said described property and premises to the said TIMONIUM DEVELOPMENT JOINT VENTURE, its successors and assigns, for all of the residue of the term of years yet to come and unexpired under the aforesaid Lease dated April 1, 1955 between Industrial Estates, Inc. and Baltimore Drive-In Theatre Corp., as amended; subject to the legal operation and effect of the aforesaid Sublease dated June 30, 1955 from assignors to Timonium Realty Corp.

AND the said parties of the First Part hereby covenant that to the best of their knowledge they have not done or suffered to be done any act, matter, or thing whatsoever, to encumber the property hereby conveyed; and that they will execute such further assurances of this Assignment as may be requisite.

AND the said TIMONIUM DEVELOPMENT JOINT VENTURE joins herein and hereby indemnifies and saves assignors harmless from any claims, demands, expenses, actions, judgments, obligations and liabilities arising under the aforesaid Lease (including, without limitation, attorneys' fees through all appeals, if any) or out of, or in any way connected with,

BEGINNING for the same at a point of intersection of a line drawn southeasterly from and at right angles to the southeasternmost side of Timonium Road at a distance of 19.5 feet northeasterly from Green Spring Drive and a line drawn northeasterly and at right angles to the industrial access road now called Green Spring Drive at a distance of 9.0 feet southeasterly from Timonium Road, and running thence parallel to Timonium Road North 58° 24' 55" East 20 feet, thence parallel to Green Spring Drive South 31° 38' 38" East 40 feet, thence South 58° 24' 55" West 20 feet, and thence North 31° 38' 38" West 40 feet to the place of beginning.

07501** 2015552 10-C-21
 07521** 2015552 10-C-21
 07531** 2015552 10-C-21
 07541** 2015552 10-C-21

EXHIBIT B

dated April 1, 1955 between Industrial Estates, Inc. and Baltimore Drive-In Theatre Corp., as amended, as aforesaid, and under the aforesaid Sublease dated June 30, 1955 from assignors to Timonium Realty Corp. (i) from and after the date of this Assignment; and (ii) prior to the date of this Assignment if caused by or arising out of an Agreement dated July 12, 1979 between assignors and assignee (the "1979 Agreement").

From and after the date hereof the Party of the Second Part accepts this Assignment and assumes all of the terms and conditions of said Lease and said Sublease. This Assignment is made without recourse and without representation or warranty of any kind, except as may be expressly set forth herein or in the 1979 Agreement.

WITNESS the hands of the parties hereto as of the day and year first above written.

WITNESS:
 [Signature] William P. Freeman
 [Signature] Saul G. Lerner

TIMONIUM DEVELOPMENT JOINT VENTURE

By: [Signature]
 Allen Kayne, Managing General Partner

By: [Signature]
 Leroy M. Merritt, Managing General Partner

STATE OF FLORIDA, COUNTY OF DALLAS, to-wit:

I HEREBY CERTIFY that on the 27th day of March, 1981, before me, the subscriber, a Notary Public of the State of Florida, personally appeared WILLIAM P. FREEMAN, known to me (or satisfactorily proven) to be one of the persons whose names are subscribed to the within instrument, and he acknowledged the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: [Signature]
 [Signature] Notary Public

thence and binding on the eighth, ninth, tenth lines of last mentioned Deed the three following courses and distances, as now surveyed:

South 89 degrees 47 minutes 20 seconds East, 476.45 ft.
 North 00 degrees 12 minutes 40 seconds East, 411.76 ft.
 North 40 degrees 12 minutes 40 seconds East, 275.00 ft.

running thence for a line of division and binding on the Westernmost side of a proposed road (60 ft. wide) with the use thereof in common with others the three following courses and distances:

South 18 degrees 44 minutes 52 seconds East, 620.25 ft.

thence by a curve to the right with a radius of 2386.59 ft. for a distance of 389.05 ft. (the chord of said arc being South 14 degrees 04 minutes 28 seconds East, 388.89 (ft.) and South 9 degrees 24 minutes 04 seconds East, 805.01 ft., thence leaving the aforesaid Westernmost side of the proposed road (60 ft. wide) and still running for a line of division South 80 degrees 34 minutes 12 seconds West, 634.55 ft. to the place of beginning.

Containing 29.766 acres of land, more or less.

Subject, however, to an easement for a railroad spur or siding 40 feet wide along the eighth line of the above

described land, and across the aforesaid 60 foot road.

BEING part of land which by Deeds described as follows, was conveyed to Industrial Estates, Inc.:

Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2515, folio 267, was conveyed by William R. Price and wife.

Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife.

Deed dated July 22, 1955, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2624, folio 186, was conveyed by Edgar P. Hills and wife.

Receipt No. 10500

STATE OF FLORIDA, COUNTY OF BROWARD, to-wit:

I HEREBY CERTIFY that on this 28th day of March, 1981, before me, the subscriber, a Notary Public of the State of Florida, personally appeared SAUL G. LERNER, known to me (or satisfactorily proven) to be one of the persons whose names are subscribed to the within instrument, and he acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXPIRES: JAN 15 1983
 BROWARD COUNTY, FLORIDA

STATE OF MARYLAND, COUNTY OF BALTIMORE, to-wit:

I HEREBY CERTIFY that on this 1st day of May, 1981, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ALLEN KAYNE and LEROY M. MERRITT, Managing General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE known to me (or satisfactorily proven) to be two of the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for and on behalf of the said TIMONIUM DEVELOPMENT JOINT VENTURE for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

NOTARY PUBLIC
 BALTIMORE COUNTY, MARYLAND

THIS ASSIGNMENT made this 1st day of April, 1981 by and between WILLIAM P. FREEMAN, formerly WILLIAM P. FREEMAN, of the State of Florida, County of Dade, and SAUL G. LERNER of the State of New York, County of Nassau, of the First Part, and TIMONIUM DEVELOPMENT JOINT VENTURE, a General Partnership organized under the laws of the State of Maryland, of the Second Part.

WITNESSETH, That in consideration of the sum of One Hundred Ninety Five Thousand (\$195,000.00) Dollars, the said WILLIAM P. FREEMAN and SAUL G. LERNER do grant and assign to the said TIMONIUM DEVELOPMENT JOINT VENTURE, its successors and assigns, all of assignors' leasehold interest in and to a certain Lease dated April 1, 1955 and recorded among the Land Records of Baltimore County at Liber 2729, Folio 86, from Industrial Estates, Inc. to Baltimore Drive-In Theatre Corp., relating to certain real property situate in Baltimore County, Maryland, and described as follows, that is to say:

BEING all those parcels of land described by metes and bounds on Exhibit "A" attached hereto and hereby made a part hereof.

BEING the same property which by Assignment dated April 1, 1955 and recorded among the aforesaid Land Records at Liber 2729, Folio 100, was assigned and transferred by Baltimore Drive-In Theatre Corp. to the within assignors. BEING also the same property which the within assignors subleased to Timonium Realty Corp. by Agreement of Sublease dated June 30, 1955 and recorded among the aforesaid Land Records at Liber 2754, Folio 544. See also the following: (i) Agreement dated December 15, 1956 and recorded among the aforesaid Land Records at Liber G.L.B. 3080, Folio 170 between Industrial Estates, Inc. and Timonium Realty Corp. amending the aforesaid Lease dated April 1, 1955; (ii) Supplemental Agreement between the same parties dated February 17, 1958 and recorded among the aforesaid Land Records at Liber G.L.B. 3325, Folio 321 further amending said Lease; (iii) Deed dated March 30, 1961 and recorded among the aforesaid Land Records at Liber 3830, Folio 621, by which the reversionary interest of Industrial Estates, Inc. in said Lease was granted and conveyed to Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr.; (iv) Deed dated May 19, 1965 and recorded among the aforesaid Land Records at

EXHIBIT "A"

ALL those two pieces or parcels of land situate and lying in the Eighth Election District of Baltimore County, State of Maryland, and described as follows:

BEGINNING for the first thereof at a stone heretofore planted at the beginning of the land which by Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2515, folio 267, was conveyed by William R. Price and wife to Industrial Estates, Inc., said point being also at the end of the fourth or South 82 degrees 45 minutes East, 478.83 feet line of land which by Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife to Industrial Estates, Inc., running thence and binding reversely on the fourth, third, second, first and part of the last line in last mentioned Deed Bracklein to Industrial Estates, Inc., the six following courses and distances, as now surveyed:

North 82 degrees 32 minutes 20 seconds West, 478.83 feet.
 North 20 degrees 04 minutes 20 seconds West, 54.42 ft.
 North 54 degrees 55 minutes 50 seconds East, 191.42 ft.
 North 8 degrees 11 minutes 10 seconds West, 535.55 ft.

thence by a curve to the left with a radius of 4683.66 ft. for a distance of 480.92 ft. (the chord of said arc being North 00 degrees 43 minutes 08 seconds East, 480.72 ft.) to the beginning of the eighth or due East 476.45 ft. line of land which by Deed dated January 3, 1955, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2624, folio 186, was conveyed by Industrial Estates, Inc. to Sangster Holdings, Inc., running thence and binding on the eighth, ninth, tenth lines of last mentioned Deed the three following courses and distances, as now surveyed:

South 89 degrees 47 minutes 20 seconds East, 476.45 ft.
 North 00 degrees 12 minutes 40 seconds East, 411.76 ft.
 North 40 degrees 12 minutes 40 seconds East, 275.00 ft.

EXHIBIT "A" - Page 2

running thence for a line of division and binding on the Westernmost side of a proposed road (60 ft. wide) with the use thereof in common with others the three following courses and distances:

South 18 degrees 44 minutes 52 seconds East, 620.25 ft.

thence by a curve to the right with a radius of 2336.59 ft. for a distance of 389.05 ft. (the chord of said arc being South 14 degrees 04 minutes 28 seconds East, 388.89 ft.) and South 9 degrees 24 minutes 04 seconds East, 805.01 ft., thence leaving the aforesaid Westernmost side of the proposed road (60 ft. wide) and still running for a line of division South 80 degrees 34 minutes 12 seconds West, 634.55 ft. to the place of beginning.

Containing 29,766 acres of land, more or less.

Subject, however, to an easement for a railroad spur or siding 40 feet wide along the eighth line of the above described land, and across the aforesaid 60 feet road.

BEING part of land which by Deeds described as follows, was conveyed to Industrial Estates, Inc.:

Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2515, folio 267, was conveyed by William R. Price and wife.

Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife.

Deed dated July 22, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2521, folio 515, was conveyed by Edgar P. Wilson and wife.

And the second thereof being a lot of ground 20 feet by 40 feet wide at the southeast corner of Timonium Road and the industrial access road 60 feet wide referred to in the lot hereinabove first described, the location of said lot to be 20 feet parallel with Timonium Road and 40 feet parallel with the industrial access road, the exact location of said lot to be determined by the required setbacks from said roads by the proper authorities of Baltimore County, together with the right of ingress and egress thereto if said lot does not bind on the industrial access road; said lot to be used only for the purpose of a sign or marquee for the Drive-In Theatre, the Landlord reserving for itself, its successors or assigns, the right of ingress and egress across said lot so long as such right shall not interfere with the construction, view or the use of such sign or

Rec'd for record APR 13 1981 at 11:44
Per Elmer H. Kahline, Jr., Clerk
Mail to
Receipt No. 20470

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared JOHN C. CHILDS, SR., one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires 7/1/82

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ROBERT C. LEVIN, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS my hand and Notarial seal.

My Commission expires 7/1/82

THIS LEASE TERMINATION AGREEMENT made this 1st day of APRIL, 1981 by and between TIMONIUM DEVELOPMENT JOINT VENTURE, a partnership organized under the laws of the State of Maryland (hereinafter called "TDJV") and TIMONIUM REALTY CORP., a body corporate of the State of Maryland (hereinafter called "TRC").

Explanatory Statement

By Lease dated April 1, 1955 and recorded among the Land Records of Baltimore County at Liber 2729, folio 86, Industrial Estates, Inc., a body corporate, demised and leased to Baltimore Drive-In Theatre Corp. certain property (hereinafter sometimes called the "Property"), consisting of two parcels of land in Baltimore County, Maryland. By Assignment dated April 1, 1955 and recorded among the aforesaid Land Records at Liber 2729, folio 100, Baltimore Drive-In Theatre Corp. assigned and transferred all of its leasehold estate and interest under said Lease to William P. Frieman and Saul G. Lerner (hereinafter collectively called "Frieman and Lerner"). Frieman and Lerner subleased the property to TRC by Agreement of Sublease (hereinafter called the "Sublease") dated June 30, 1955 and recorded among the aforesaid Land Records at Liber 2754, folio 544.

By Assignment dated APRIL 1, 1981 and recorded or intended to be recorded among the aforesaid land records prior hereto, Frieman and Lerner (the said William P. Frieman having legally changed his name to "William P. Freeman") assigned all of their interest under the Sublease to TDJV.

It is the intention of the parties hereto to terminate the aforesaid Sublease as hereinafter set forth.

NOW, THEREFORE, for and in consideration of no dollars, the parties hereto hereby covenant and agree to terminate the

STATE OF MARYLAND, City OF BALTIMORE, to-wit:

On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ROBERT R. NEILSON, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires 7/1/82

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ALLEN KAYNE, the President of TIMONIUM REALTY CORP. who acknowledged the foregoing Lease Termination Agreement to be the act and deed of said body corporate.

AS WITNESS my hand and Notarial Seal.

My Commission expires 7/1/82

said Sublease effective as of the date of this Agreement. TRC hereby surrenders the premises described in the Sublease to TDJV as of the date hereof.

The parties hereto hereby agree to execute such further assurances of this Agreement as may be requisite.

AS WITNESS the signatures of the parties hereto the day and year first above written.

WITNESS:

TIMONIUM DEVELOPMENT JOINT VENTURE
By: Leroy M. Merritt, General Partner (SEAL)

By: Allen Kayne, General Partner (SEAL)

By: John C. Childs, Sr., General Partner (SEAL)

By: Robert C. Levin, General Partner (SEAL)

By: Robert R. Neilson, General Partner (SEAL)

By: David L. Bavar, General Partner (SEAL)

TIMONIUM REALTY CORP.
By: Allen Kayne, President (SEAL)

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared LEROY M. MERRITT, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires: 7/1/82

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ALLEN KAYNE, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS My hand and Notarial Seal.

My Commission expires: 7/1/82

December 13, 1985

John B. Howard, Esquire
210 Allegheny Avenue
P. O. Box 5517
Towson, Maryland 21204

NOTICE OF HEARING

PETITION FOR VARIANCE
W/S Greenspring Drive, approx. 1900'
S of Timonium Road - 8th Elec. Dist.
Edward A. DeWaters, Jr., Petitioners
Case No. 86-271-A

TIME: 9:30 a.m.

DATE: Monday, January 13, 1986

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

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

No. 012772

DATE: ACCOUNT:

AMOUNT: \$

RECEIVED FROM:

FOR: 153

8 81200001000010 01200

VALIDATION OR SIGNATURE OF CARRIER

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared DAVID I. BAVAR, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

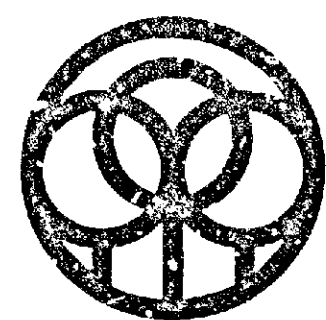
AS WITNESS my hand and Notarial Seal.

My Commission expires 7/1/82

Rec'd for record APR 13 1981 at 11:44
Per Elmer H. Kahline, Jr., Clerk
Mail to
Receipt No.

01020000 01020000 10000000
00020000 01020000 10000000

TRANSMITTAL

DAFT-MCUNE-WALKER, INC.
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: (301) 296-3333

To: BALTO. COUNTY Date: 10/17/85
ZONING DEV. CONTROL SECT. Job no.: 78060-C
Attention: DAVE SWAN
Reference: TIMONIUM BUSINESS PARK

Gentlemen:
We are sending you ☒ Attached ☐ under separate cover ☐ via _____
☐ Shop drawings ☐ Samples ☐ Plans
☐ Specifications ☐ Submit ☐ Return corrected prints

Copies	Date	Number	Description
3			PETITION FOR ZONING VARIANCE
10			PLAT TO ACCOMPANY PETITION
3			DESCRIPTION
1			RECORDED LEASE

These are transmitted as checked below: CHECK #1012 (DMW) \$100.00

☐ For approval ☐ Approved as submitted ☐ Resubmit ☐ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ☐ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ☐ corrected prints
☐ For review and comment ☐

Remarks

cc: LEROY MERRITT Signed: J. Robert Green

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner Date: December 30, 1985
Norman E. Gerber, AICP, Director
FROM: Office of Planning and Zoning
SUBJECT: Zoning Petitions No. 86-271-A, 86-275-A, 86-277-A, 86-278-A,
86-279-A and 86-280-A

There are no comprehensive planning factors requiring comment on these petitions.

NEG:JGH:alm

Norman E. Gerber
Norman E. Gerber, AICP
Director

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

December 11, 1985

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

000

Mr. J. Robert Green
Daft-McCune-Walker, Inc.
200 East Pennsylvania Avenue
Towson, Maryland 21204

RE: Item No. 153 - Case No. 86-271-A
Petitioners - Edward A. DeWaters, et ux
Variance Petition

Dear Mr. Green:

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.

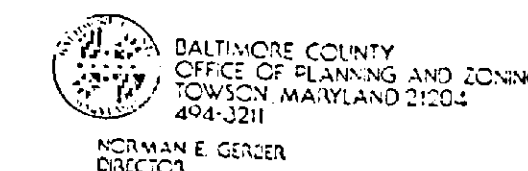
Very truly yours,

James E. Dyer
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:nr

Enclosures

cc: Mr. Leroy M. Merritt
Timonium Development Joint Venture
2056 Lord Baltimore Drive
Baltimore, Maryland 21207



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

DECEMBER 13, 1985

Re: Zoning Advisory Meeting of NOVEMBER 5, 1985
Item # 153
Property Owner: EDWARD A. DEWATERS, et ux
Location: W/S GREENSPRING DRIVE, 1800 FEET S. OF TIMONIUM RD.

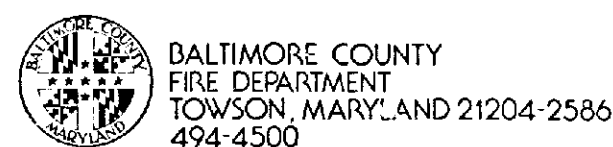
Dear Mr. Jablon:

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

- ☒ There are no site planning factors requiring comment.
- ☒ 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.
- ☒ 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 22-99 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 _____.
- ☒ Landscaping must comply with Baltimore County Landscape Manual, Bill 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 its conditions change are re-evaluated annually by the County Council.

cc: James Howell

Enrique A. Bator
Chair, Current Planning and Development



PAUL H. RENCKE

CHIEF

November 21, 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: Edward DeWaters, et ux

Location: W/S Greenspring Drive, 1800 feet S of Timonium Road

Item No.: 153 Zoning Agenda: Meeting of November 5, 1985

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 _____

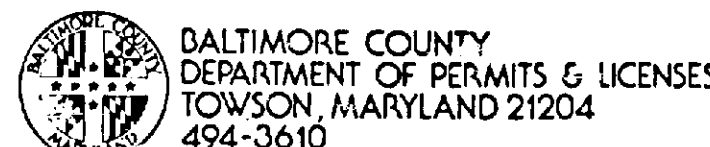
EXCEEDS the maximum allowed by the Fire Department.

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

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

REVIEWER: John F. O'Neill Noted and Approved: John F. O'Neill
Planning Group
Special Inspection Division

mb



TED ZALESKI, JR.

DIRECTOR

December 6, 1985

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

Dear Mr. Jablon:

Comments on Item # 153 Zoning Advisory Committee Meeting are as follows:

Property Owners: Edward A. DeWaters, et ux

Location: W/S Greenspring Drive, 1800 feet S of Timonium Road

District: 6th.

APPLICABLE CODES ARE CIRCLES:

- () All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #17-85, the Maryland Code for the Handicapped and Aged (A.D.A.), Bill #1-79, and other applicable Codes and Standards.
- () 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.

() 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. Reproduced seals are not acceptable.

K. All Use Groups except Bul Single Family Attached Dwellings require a minimum of 1 hour fire rating for exterior walls closer than 6'-0" to an interior lot line. Bul Use Groups require a one hour wall if 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 501.1, Section 507, Section 506.2 and Table 502. No openings are permitted in an exterior wall within 3'-0" of an interior lot line.

F. 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 501 and 505 and have your Architect/Engineer contact this department.

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

H. When filing for a required Change of Use/Grouping Permit, an alternative 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.

I. 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 #17-85. Site plans shall show the correct elevations above sea level for the lot and the finished floor levels including basement.

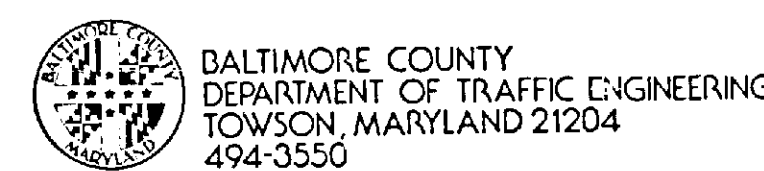
NOTE:

- () Comments: Buildings shall comply with Section 501.1 and 501.2 for construction and height/area. See Section 502.0 and/or Table 501.2 as relates to setbacks. Plans shall show compliance to the State Handicapped Code. No indication of handicapped parking, signs, ramps, curb cuts, etc. is provided.

J. These abbreviated comments reflect only on the information provided by the developer 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 seek additional information by visiting Room 112 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

Charles S. Smith
Building Plans Review

LJZ/TMS



STEPHEN E. COLLINS

DIRECTOR

November 18, 1985

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

Item No. -ZAC-
Property Owner:
Location:
Existing Zoning:
Proposed Zoning:

Acres:

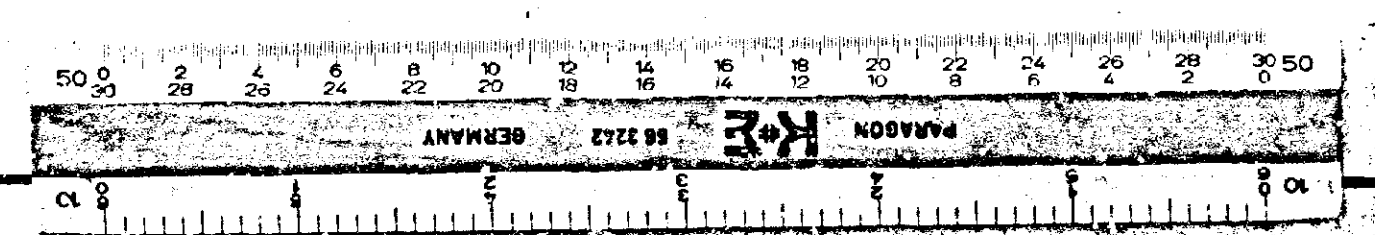
District:

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for items numbered 151, 152, 153, 155, 156, & 159.

Michael S. Flanagan
Michael S. Flanagan
Traffic Engineer Associate II

MSF/bld



86-271-A 153 **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 255.1 (238.2) to permit a side yard setback of 27.5 feet instead of the required 30 feet.

- of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty)
1. Building is existing and occupied. Any physical change to the building would cause undue hardship.
 2. Lot line in question is recorded in the land records. Leases, mortgage limits, access easements, etc. are based on this line. To move the lot line would prove difficult or impossible.
 3. Owners and developers for Parcel D which is adjacent to lot line in question are the same as for Parcel A.

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.

Lessee:
Timonium Development Joint Venture
Leroy M. Merritt, General Partner
Signature: *Leroy M. Merritt*
2066 Lord Baltimore Drive
Address
Baltimore, Maryland 21207
City and State

Attorney for Petitioner:
John B. Howard, Esquire
(Type or Print Name)
Signature: *John B. Howard*
210 Allegheny Ave., P.O. Box 5517
Address
Towson, Maryland 21204
City and State
Attorney's Telephone No.: 823-4111

Legal Owner(s):
Edward A. DeWaters, Jr.
(Type or Print Name)
Signature: *Edward A. DeWaters, Jr.*
Winifred A. DeWaters
(Type or Print Name)
Signature: *Winifred A. DeWaters*

Name, address and phone number of legal owner, contract purchaser or representative to be contacted
J. Robert Green (also contact atty. for petitioner)
Daft-McCune-Walker, Inc.
Name
200 East Pennsylvania Avenue 296-3333
Address
Towson, Maryland 21204 Phone No.

ORDERED BY The Zoning Commissioner of Baltimore County, this 25th day of November, 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 held before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 13th day of January, 1986, at 9:30 o'clock

(over)

RE: PETITION FOR VARIANCE
W/S Greenspring Dr.,
approx. 1800' S of
Timonium Rd., 8th Dist.
EDWARD A. DEWATERS, JR.,
et ux, Petitioners

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.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

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

I HEREBY CERTIFY that on this 17th day of December, 1985, a copy of the foregoing Entry of Appearance was mailed to Mr. and Mrs. Edward A. DeWaters, Jr., c/o J. Robert Green, Daft, McCune-Walker, Inc., 200 E. Pennsylvania Ave., Towson, MD 21204, who requested notification; and Leroy M. Merritt, General Partner, Timonium Development Joint Venture, 2066 Lord Baltimore Drive, Baltimore, MD 21207, Lessee.

Peter Max Zimmerman
Peter Max Zimmerman

DAFT-MCCUNE-WALKER, INC.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

8.16 Acre Parcel
Parcel "A"
Timonium Business Park
West Side of Green Spring Drive
South of Timonium Road
Eighth Election District
Baltimore County, Maryland

Beginning for the same at a point on the west side of Green Spring Drive, sixty feet wide, at the end of the second of the two following courses and distances measured from the point formed by the intersection of the centerline of said Green Spring Drive with the centerline of Timonium Road, (1) Southerly 1800 feet more or less, and (2) South 80 degrees 35 minutes 56 seconds West 30.00 feet to the point of beginning, thence leaving said beginning point and running and binding on said west side of Green Spring Drive, (1) South 09 degrees 24 minutes 04 seconds East 555.01 feet, thence leaving said west side of Green Spring Drive and running (2) South 80 degrees 36 minutes 50 seconds West 633.89 feet, (3) North 82 degrees 32 minutes 20 seconds West 27.00 feet, (4) North 00 degrees 04 minutes 58 seconds West 622.65 feet to the center of Wellico Road, a private road 35 feet wide, thence running and binding on said center of Wellico Road, (5) South 89 degrees 47 minutes 20 seconds East 319.56 feet, (6) Northeasterly by a curve to the left with the radius of 1000.00

Page 1 of 2

DAFT-MCCUNE-WALKER, INC.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

feet, the length of 167.77 feet, the chord of said curve being North 85 degrees 24 minutes 18 seconds East 167.57 feet, and (7) North 80 degrees 35 minutes 56 seconds East 76.87 feet to the west side of Green Spring Drive and the place of beginning.

Containing 8.16 acres of land more or less.

This description is intended for zoning purposes only and not for conveyance of property.

Our File Number 780666 (2C 1:780666)

October 4, 1985



Page 2 of 2

PETITION FOR VARIANCE 8th Election District

LOCATION: West side of Greenspring Drive, approximately 1800 feet South of Timonium Road
DATE AND TIME: Monday, January 13, 1986 at 9:30 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 255.1 (238.2) to permit a side yard setback of 27.5 feet in lieu of the required 30 feet.

Being the property of Edward A. DeWaters, Jr., et ux 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



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

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

January 2, 1986

John B. Howard, Esquire
210 Allegheny Avenue
P.O. Box 5517
Towson, Maryland 21204

Re: Petition for Variance
W/S Greenspring Drive, approximately 1800'
S of Timonium Road - 8th Election District
Edward A. DeWaters, Jr., Petitioners
Case No. 86-271-A

Dear Mr. Howard:

This is to advise you that \$66.00 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 OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing, if any.

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

No. 018401

DATE 1-13-86 ACCOUNT 86-271-A-000

AMOUNT \$ 66.00

RECEIVED FROM *John B. Howard Esq*

FOR *Advertisement Post 86-271-A*

VALIDATION OR SIGNATURE OF CASHIER

PETITION FOR VARIANCE
8th Election District

LOCATION: West side of Greenspring Drive, approximately 1800 feet South of Timonium Road
DAFT AND JUNG, January 13, 1986 at 9:30 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: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

255.1 (238.2) to permit a side yard setback of 27.5 feet in lieu of the required 30 feet.

Being the property of Edward A. DeWaters, Jr., et ux 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

CERTIFICATE OF PUBLICATION

TOWSON, MD, December 26, 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 December 26, 1985.

THE JEFFERSONIAN,
136 Central
Publisher
Cost of Advertising
22.00

CERTIFICATE OF POSTING ZONING DEPARTMENT OF BALTIMORE COUNTY Towson, Maryland

District 8th
Posted for: Variance
Petitioner: *Edward A. DeWaters, Jr., et ux*
Location of property: *W/S of Greenspring Dr. approx 1800' S of Timonium Rd.*
Location of Sign: *Location sign W/S of Greenspring Dr. approx 1800' S of Timonium Rd. large south side of road in front of subject property*
Remarks: *subject property*
Posted by: *A.P. Jung*
Number of Signs: 2

CERTIFICATE OF PUBLICATION

TOWSON, MD, December 24, 1985

THIS IS TO CERTIFY, that the annexed advertisement was published in THE TOWSON TIMES, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on December 24, 1985.

TOWSON TIMES,
196 E. E. B.
Publisher
34.00

Case No. 86-271-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 November, 1985.

Arnold Jablon
ARNOLD JABLON
Zoning Commissioner

Petitioners: *Edward A. DeWaters, et ux*
Attorney: *John B. Howard*

Received by: *John E. Jung*
Chairman, Zoning Plans Advisory Committee

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

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 14th day of January, 1986, that the herein Petition for Variance(s) to permit a side yard setback of 27 1/2 feet in lieu of the required 30 feet be and is hereby GRANTED from and after the date of this Order.

R. B. Howard
Zoning Commissioner of
Baltimore County

AJ:bg

cc: John B. Howard, Esquire

People's Counsel

ORDER RECEIVED

DATE January 14, 1986

BY *John A. Howard*
ADMINISTRATIVE ASSISTANT

LIBER 6273 PAGE 559

THIS AMENDED AND RESTATED LEASE AGREEMENT made as of this 14th day of APRIL, 1981, by and between EDWARD A. DEWATERS, JR. and WINIFRED A. DEWATERS, his wife, of Baltimore County, State of Maryland (hereinafter collectively called "Landlord") and TIMONIUM DEVELOPMENT JOINT VENTURE, a general partnership, organized under the laws of the State of Maryland (hereinafter called "Tenant").

EXPLANATORY STATEMENT

By Lease dated April 1, 1955 and recorded among the Land Records of Baltimore County at Liber 2729, folio 86, Industrial Estates, Inc., a body corporate, demised and leased to Baltimore Drive-In Theatre Corp. certain property (hereinafter sometimes called the "Property"), consisting of two parcels of land in Baltimore County, Maryland. By Assignment dated April 1, 1955 and recorded among the aforesaid Land Records at Liber 2729, folio 100, Baltimore Drive-In Theatre Corp. assigned and transferred all of its leasehold estate and interest under said Lease to William P. Frieman and Saul G. Lerner (hereinafter collectively called "Frieman and Lerner"). Frieman and Lerner subleased the Property to Timonium Realty Corp. by Agreement of Sublease (hereinafter called the "Sublease") dated June 30, 1955 and recorded among the aforesaid Land Records at Liber 2754, folio 544.

The said Lease dated April 1, 1955 was amended by an Agreement dated December 15, 1956 and recorded among the aforesaid Land Records at Liber GLB 3080, folio 170 between Industrial Estates, Inc. and Timonium Realty Corp. and was further amended by a Supplemental Agreement between the same parties dated February 17, 1958 and recorded among the aforesaid Land Records at Liber GLB 3325, folio 321. The Lease dated April 1, 1955 as amended by the Agreement dated December 15, 1956 and as further amended by the Supplemental Agreement dated February 17, 1958 is hereinafter referred to as the "Lease."

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By Deed dated March 31, 1961 and recorded among the aforesaid Land Records at Liber 3830, folio 621, the reversionary interest of Industrial Estates, Inc. in the first parcel of land described in the Lease, consisting of approximately 29.766 acres, was granted and conveyed to Edward A. DeWaters, Sr., and Edward A. DeWaters, Jr. (hereinafter collectively called "DeWaters"). By Deed dated May 19, 1965 and recorded among the aforesaid Land Records at Liber GLB 4461, folio 63, DeWaters granted and conveyed the reversionary interest in said first parcel described in the aforesaid Lease to Wilma A. Langlotz; and by Deed dated May 19, 1965 and recorded among the aforesaid Land Records at Liber GLB 4461, folio 66, Wilma A. Langlotz granted and conveyed the reversionary interest in said first parcel described in the aforesaid Lease back to DeWaters. By Deed dated January 24, 1979 and recorded among the aforesaid Land Records prior hereto DeWaters conveyed the reversionary interest in the first parcel described in said Lease to Verna E. Colder; and by Deed dated January 24, 1979 and recorded prior hereto the said Verna E. Colder conveyed said parcel to Landlord.

By Deed dated November 10, 1958 and recorded among the aforesaid Land Records at Liber 3457, folio 144, Industrial Estates, Inc. conveyed its reversionary estate in the second parcel of land described in said Lease to Baltimore County, subject to the leasehold estate mentioned in the Lease. By Deed dated February 14, 1979, Edward A. DeWaters, Sr. quit-claimed all his right, title and interest in the second parcel of land described in said Lease to Landlord.

By Assignment dated April 1, 1981 Frieman and Lerner (the said William P. Frieman having legally changed his name to "William P. Freeman") assigned all of their interest under the Lease and Sublease to Tenant, and by Agreement of Termination, Tenant, as Assignee of the interest of the Sublessor under

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LIBER 6273 PAGE 561

the Sublease, and Timonium Realty Corp. terminated the Sublease, which Agreement of Termination is recorded or intended to be recorded among the Land Records of Baltimore County prior hereto.

The Lease was for an aggregate term of ninety-eight (98) years commencing on April 1, 1955 and terminating on March 31, 2053, unless terminated prior thereto as set forth in the Lease. Landlord and Tenant desire by this Agreement to completely amend and restate the Lease in its entirety, thereby completely superceding the Lease by this Amended and Restated Lease, which is intended to set forth all of the rights and obligations of the parties hereto concerning the Property.

NOW, THEREFORE, THIS AMENDED AND RESTATED LEASE WITNESSETH

1. That for and in consideration of the rent hereinafter agreed to be paid by the Tenant to the Landlord, and the performance of the covenants on the part of the Landlord and Tenant, the Landlord does hereby lease and demise to the Tenant, and the Tenant does hereby hire and take from the Landlord, all that parcel of land situate and lying in the Eighth Election District of Baltimore County, State of Maryland, and described by metes and bounds on Exhibit A attached hereto and hereby made a part hereof; together with all right, title and interest of Landlord in and to the parcel of land described on Exhibit B attached hereto; said parcel of land described on Exhibit A and all right, title and interest of Landlord in the parcel of land described on Exhibit B being hereinafter referred to as the "Property".

2. TOGETHER WITH the improvements thereon and all the rights, alleys, ways, waters, privileges and advantages thereto belonging, or in anywise appertaining.

3. TO HAVE AND TO HOLD the above described Property, together with the improvements thereon, and all the rights, alleys, ways, waters, privileges and advantages thereto belonging or in

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LIBER 6273 PAGE 563

For the five year period from March 5, 2030 to March 4, 2035 the sum of \$125,000.00 per year;

For the five year period from March 5, 2035 to March 4, 2040 the sum of \$130,000.00 per year;

For the five year period from March 5, 2040 to March 4, 2045 the sum of \$135,000.00 per year;

For the five year period from March 5, 2045 to March 4, 2050 the sum of \$140,000.00 per year;

For the period from March 5, 2050 to March 31, 2053 the sum of \$145,000.00 per year.

All of the aforesaid rents shall be payable yearly in advance, on the 5th day of March of each year. If this Amended and Restated Lease terminates before the expiration of any lease year, the rental prepaid for that year shall be prorated from the commencement of the year to the lease termination date, and Landlord shall refund to Tenant the unearned portion thereof.

(b) The Tenant agrees, as additional rent, to pay, when and as the same become due and payable, all taxes, water and sewer rents, charges for public utilities, license and permit fees, special benefit charges, and all public dues and charges levied or assessed, or hereafter levied or assessed against the Property, and the improvements thereon; such taxes, public dues and charges shall not include inheritance, estate, succession or income taxes imposed upon the Landlord, their heirs, personal representatives, successors or assigns. Tenant, its assignees, sublessee(s) or successors shall likewise pay all costs of construction of any improvements which Tenant, its assignees, sublessee(s) or successors may elect to construct on the Property including the costs of sewers and other utilities and roads.

(c) At the termination of this Lease, said taxes, public dues and charges shall be apportioned between the Landlord and Tenant, according to the proportion of the year such tenancy shall exist.

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LIBER 6273 PAGE 564

(d) In the event the Tenant shall desire to contest the legality of any taxes, public dues and charges which the Tenant is bound to pay under the provisions of this Lease, Tenant shall be at liberty upon such contest, to postpone the payment thereof, and, if necessary, to join the Landlord as party to such proceeding, provided such contest shall be promptly and diligently prosecuted at the sole expense of the Tenant, and Tenant shall pay all costs and expenses, if any, (including any attorney's fees) incurred by Landlord as a result thereof, and that such taxes, public dues and charges, and any and all interest and penalties, if any due thereon, shall be paid within thirty (30) days after the amount thereof shall have been finally determined.

5. (a) Provided that if the said rent shall be in arrear, in whole or in part, at any time, then it shall be lawful for the said Landlord, its successors and assigns, upon Landlord giving Tenant sixty (60) days written notice of such default, and after the expiration of such sixty (60) day period, to make distress therefor.

(b) And provided also that if the said rent shall be in arrear, in whole or in part, for sixty (60) days, upon likewise giving Tenant sixty (60) days written notice of such default (which notice can be the same notice given pursuant to paragraph (a) hereof), and after the expiration of such sixty (60) day period, then it shall be lawful for the said Landlord, its successors and assigns, to re-enter upon the hereby demised premises and hold the same until all arrearages of rent thereon and all expenses incurred by reason of such non-payment, shall be fully paid;

(c) And provided further, that if said rent shall be in arrear, in whole or in part, for six (6) months, upon Landlord giving Tenant sixty (60) days written notice of such default

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LIBER 6273 PAGE 565

(which notice can be the same notice given under paragraph (a) or (b) hereof), and after the expiration of such sixty (60) day period, the Landlord, its successors and assigns, may re-enter upon the demised premises and hold the same as if this Lease had never been made; provided, however, that if Tenant or any such mortgagee, sublessee, assignee or other person entitled to notice hereunder is diligently pursuing any remedy to cure any default in this Lease (other than a default by Tenant in the payment of money including rent, additional rent, taxes, or insurance premiums), and such remedy cannot cure such default within the time limit herein specified for cure, then in that event Landlord shall forebear the exercise of any remedy hereunder for such additional time as is necessary for the Tenant, mortgagee, sublessee or such other person to cure such default; but in no event shall Landlord be required to forebear the exercise of any such remedy more than one (1) year from the date on which such default first occurred.

6. Tenant shall have the right, at all times during the continuance of this Lease, and at its own cost and expense, to make such changes, improvements, alterations and additions to the demised premises, erect such building(s) and/or improvement(s) thereon, thereunder or thereat as Tenant may desire and demolish any building(s), improvement(s), and/or structures that are now situated thereon or that may hereafter be erected. Landlord agrees to cooperate with Tenant, without expense to Landlord, in securing such permits as may be necessary to accomplish any of the work under the provisions of this Lease relating to construction, alterations, and/or building(s) to be constructed.

7. (a) If the fee simple title to, or a perpetual easement upon, the Property or any part thereof, or any or all of the building(s) thereon, shall be taken in condemnation during the

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LIBER 6273 PAGE 562

anywise appertaining, as aforesaid, for the full term of ninety-eight (98) years, which term began on the first day of April, 1955, and shall end on the thirty-first day of March, 2053.

4. (a) The Tenant agrees to pay to the Landlord, as rent for the hereinabove described land, the following amounts:

For the one year period from March 5, 1981 to March 4, 1982 the sum of \$60,000.00;

For the one year period from March 5, 1982 to March 4, 1983 the sum of \$65,000.00;

For the one year period from March 5, 1983 to March 4, 1984 the sum of \$70,000.00;

For the one year period from March 5, 1984 to March 4, 1985 the sum of \$75,000.00;

For the five year period from March 5, 1985 to March 4, 1990 the sum of \$80,000.00 per year;

For the five year period from March 5, 1990 to March 4, 1995 the sum of \$85,000.00 per year;

For the five year period from March 5, 1995 to March 4, 2000 the sum of \$90,000.00 per year;

For the five year period from March 5, 2000 to March 4, 2005 the sum of \$95,000.00 per year;

For the five year period from March 5, 2005 to March 4, 2010 the sum of \$100,000.00 per year;

For the five year period from March 5, 2010 to March 4, 2015 the sum of \$105,000.00 per year;

For the five year period from March 5, 2015 to March 4, 2020 the sum of \$110,000.00 per year;

For the five year period from March 5, 2020 to March 4, 2025 the sum of \$115,000.00 per year;

For the five year period from March 5, 2025 to March 4, 2030 the sum of \$120,000.00 per year;

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period within which the Tenant shall have the option to purchase the Landlord's reversionary interest, as hereinafter set forth in paragraph 11 of this Amended and Restated Lease, the Tenant shall have the right, but not be obligated, to purchase the Landlord's interest in accordance with the option, and the Landlord, upon receipt of the purchase money, shall assign all its right, title and interest in and to the award in condemnation to the Tenant, and the Tenant shall be entitled to receive and collect the entire award paid in condemnation.

(b) If the Tenant shall elect not to purchase Landlord's reversionary interest, or if such condemnation shall take place before the period during which Tenant is given an option to purchase the Property, the Landlord and Tenant shall each be entitled to prosecute their respective claims in the condemnation, the Tenant shall be entitled to that portion of the award allocable to the value of the Tenant's leasehold interest in the Property in view of the fact that the Tenant shall have paid the cost of the construction of all the buildings and improvements upon the Property; the Tenant shall be entitled to any award which may be made by reason of damages to its business, and shall be entitled to any award which may be made for restoration of the portions of the buildings and improvements not taken in condemnation in the event of a partial taking in condemnation.

(c) In the event of condemnation of all of the Property hereby leased, together with the improvements thereon as an entirety, all rights and liabilities under this Lease shall cease and determine, upon the transfer of title to the condemning agency. In the event of either (i) the partial taking in condemnation of three (3) or more acres of the Property; or (ii) a partial taking which results in the remaining portion of the Property not being reasonably useable for the purposes for which it is then devoted; or (iii) as a result of a partial taking there is a deprivation of access to the remainder of the Property, then and in any of such events, at the election and option of the

Tenant this Lease may be terminated or may continue as to the portion not taken in condemnation, the rent to be reduced proportionately to the amount of the taking.

(d) The purchase option price set forth in paragraph 11 of this Amended and Restated Lease shall have no bearing in determining the fair market value of Landlord's reversionary interest, or so much thereof as is affected, by any such condemnation or taking.

8. The Tenant shall purchase, pay for and maintain in full force and effect during the term or terms of this Lease, fire insurance policy or policies, with extended coverage, in an amount equal to eighty percent (80%) of the cost of the improvements to be constructed upon the Property, in which policy or policies the Landlord and the Tenant (and Tenant's leasehold mortgagee(s), as defined in paragraph 15 of this Amended and Restated Lease) shall be the named insured; in the event of loss or damage or total destruction by fire or other casualties insured against, of the buildings and structures upon the Property, the Tenant shall repair, replace or restore said buildings to the same, or substantially the same, condition as they existed prior to such casualty (or Tenant may, at its option, construct a different building or buildings of greater value than the building or buildings which were damaged or destroyed), to the extent of the proceeds received under such fire insurance policy or policies, and should said proceeds exceed the cost of repair, replacement or restoration, such excess shall be paid to Tenant; said proceeds of said policies shall be paid to the Landlord and Tenant jointly, or to such leasehold mortgagee(s) if it or they so require, to be released for payment of the cost of such repair, replacement or restoration as the work progresses; nothing herein shall prevent the Tenant from applying additional sums toward the cost of such repairs, replacement or restoration as Tenant may determine, the liability of the Tenant for such repairs,

replacement or restoration, being limited, however, to the proceeds received under such fire insurance policies; certificates of such policies shall be furnished Landlord; such policies may contain a standard mortgagee clause in favor of any such leasehold mortgagee(s) of the interest of the Tenant in and to the Property and the improvements thereon.

9. The Tenant shall also purchase, pay for and maintain in full force and effect during the term or terms of this Lease a policy or policies of public liability insurance in limits of \$500,000.00 for injury or death of one person and \$1,000,000.00 for injuries or death arising out of one accident, and a policy or policies of property damage in the amount of \$50,000.00, in which policies the Landlord and Tenant (and such leasehold mortgagee(s) if it so requests) shall be the insured, and Tenant shall furnish Landlord certificates of such insurance.

10. (a) Landlord covenants and agrees to pay all mortgage debts, principal and interest, secured by mortgage or mortgages upon Landlord's reversionary interest in the Property, and to perform all covenants and agrees to pay any and all other liens or encumbrances occasioned by the Landlord, which may be or become liens on Landlord's reversionary interest in the Property, and in the event of any default in the payment on account of said mortgage debts or in the performance of any covenant contained therein, or in the payment of any other lien or encumbrance upon Landlord's reversionary interest in the Property, the non-payment or non-performance of which would affect or destroy the Tenant's leasehold interest in the Property, the Landlord covenants and agrees to give Tenant immediate notice in writing of such default or defaults and the extent thereof, and Tenant shall have the right, with or without such notice from Landlord, but shall not be obligated to pay such amounts or perform such acts as may be

in default and shall have the right, if such payments are made or any expenses incurred and paid in performing such acts, to charge the amounts of such payments or expenses incurred and paid against the rent thereafter accruing under this Lease until such amounts shall have been fully repaid to the Tenant; Landlord further covenants and agrees to exhibit to Tenant upon request the receipts for all payments due in accordance with the terms of any such mortgage or mortgages, both principal and interest, and for the release or payment of any other lien or encumbrance upon the Property.

(b) Landlord hereby warrants and represents that as of the date of this Amended and Restated Lease there are no mortgages, deeds of trust or other similar instruments encumbering Landlord's reversionary interest herein; and if Landlord at any time after the date of this Amended and Restated Lease executes any mortgage, deed of trust or other similar instrument encumbering said reversionary interest, the mortgage, deed of trust or other similar instrument shall contain an express provision that it is subject to this Lease and all of the rights of Tenant, its successors or assigns, under this Amended and Restated Lease.

(c) Any mortgage, deed of trust or similar instrument now or hereafter encumbering Tenant's leasehold interest in the Property described in this Amended and Restated Lease, or any portion thereof, shall at all times be subject to and subordinate to Landlord's reversionary interest under this Amended and Restated Lease, and all of the terms and provisions of this Amended and Restated Lease. Any mortgage, deed of trust or other encumbrance hereafter made by Tenant shall not constitute a lien on Landlord's reversionary interest in the Property.

11. (a) Landlord hereby gives and grants to Tenant, its successors and assigns, the right and option to purchase the Property, in fee simple, and to redeem the rent herein reserved, at any time after the expiration of thirty (30) years from the

date of this Amended and Restated Lease, by giving Landlord sixty (60) days written notice of Tenant's election to purchase the Property. The purchase price shall be \$2,800,000.00, payable as hereinafter provided.

(b) In the event Tenant exercises its option to purchase in accordance with the provision of paragraph 11(a) hereof, settlement shall be made within sixty (60) days from the date of Tenant's notice exercising such option, and upon payment of the purchase price and accrued rent to date of settlement, Landlord shall convey the Property to Tenant, its successors and assigns, by deed containing covenants of special warranty and further assurances, conveying Landlord's reversionary interest under this Lease by good and merchantable title, in fee simple, free of liens and encumbrances, and free, clear and discharged of and from the aforesaid rents and all of the covenants herein contained; provided, however, that Tenant shall remain liable for any unpaid rent then due and owing to Landlord. Notwithstanding the foregoing, Landlord may, at its election, (provided it so notifies tenant in writing at least thirty (30) days prior to settlement) elect to restructure the sale as an installment sale, rather than an all cash sale as hereinabove provided. If Landlord elects an installment sale, such notice shall specify that Landlord elects to receive a certain specified portion of the purchase price in cash at the settlement, and that the remainder of the purchase price shall be deferred and payable in one or more annual installments thereafter (not, however, to exceed ten (10) such installments), together with interest at the then current "prime rate" (which is hereby defined as the rate of interest charged by Maryland National Bank, its successors or assigns, to its most credit worthy commercial borrowers), said prime rate to be adjusted as of the first of each month until the full amount of

the deferred portion of the purchase price is repaid. If Landlord elects an installment sale as aforesaid, the deferred balance of the purchase price, together with interest thereon, shall be secured by a purchase money mortgage (hereinafter called the "PM Mortgage") from Tenant to Landlord, which PM Mortgage shall be executed and delivered simultaneously with the execution of the deed conveying Landlord's reversionary interest to Tenant; said PM Mortgage shall be subject and subordinate to all mortgages, deeds of trust and other liens and encumbrances then encumbering the Property, and shall likewise be subject and subordinate to any mortgage(s) or deed(s) of trust made by Tenant to secure a loan or loans made from time to time to finance the payment of the purchase price to Landlord and each installment thereof, including the cash portion thereof and the deferred installments and interest thereon, and any settlement costs payable by Tenant in connection with any such mortgage(s), or deed(s) of trust, including lender's attorney's fees, title costs, documentary stamp taxes, loan origination fees, etc. Landlord agrees to execute such instrument(s) as may be necessary to effectuate such subordination.

(c) The PM Mortgage shall be a lien on the same percentage of the Property as the deferred balance of the purchase price paid to Landlord bears to the total thereof. Accordingly, if the Landlord elects an installment sale as aforesaid and Landlord receives 30% of the total purchase price at settlement, the PM Mortgage shall cover 70% of the Property (the Tenant to have the right to designate which portion of the Property is to be covered by the PM Mortgage); and when and as installment payments are made by Tenant to Landlord, Landlord shall release pro-rata portions of the Property from the legal operation and effect of the PM Mortgage upon submission of releases by Tenant, the cost of preparing and recording all such releases to be paid by

Tenant. Moreover, if Tenant wishes to release from the operation and effect of the PM Mortgage more of the Property than Tenant would be entitled to have released in accordance with the foregoing provisions ("excess release"), Landlord agrees to execute such release or releases, either at settlement or thereafter upon written request by Tenant, provided Tenant gives Landlord a letter of credit issued by a national bank doing business in Maryland, which letter of credit shall guarantee payment of that portion of the deferred purchase price which the "excess release" bears to the total purchase price. For example, if at settlement Tenant pays 30% of the purchase price, the PM Mortgage would cover 70% of the Property (or 20.83 acres) as hereinabove set forth; assuming Tenant desires to have the "excess release" of two additional acres before Tenant makes any additional principal payments to Landlord, Tenant would be entitled to procure such "excess release" provided Tenant gives Landlord a letter of credit as aforesaid in the amount of \$188,134.11 (2/29.766 X \$2,800.00).

(d) All costs of transfer taxes, documentary stamp taxes and any other similar charges with respect to the deed of conveyance referred to in paragraph (b), shall be paid by Tenant. Any such costs with respect to the purchase money mortgage, if Landlord elects an installment sale as provided in paragraph (b), shall be paid by Landlord.

(e) In addition to the rights and options hereinabove granted, Tenant shall also have the first right of refusal to purchase Landlord's reversionary interest under this Amended and Restated Lease from Landlord at any time during the remainder of the term of this Amended and Restated Lease, under the following terms and conditions: If at any time during the term of this Amended and Restated Lease Landlord receives a bona fide offer to purchase the reversionary interest in the Property, Landlord shall be required prior to consummating such sale to send Tenant written

notice of such offer and of the name and address of the party making the same. Tenant shall have thirty (30) days from the date of such notice to exercise its right of first refusal under the same terms and conditions as are set forth in the notice from Landlord. If Tenant wishes to exercise its right of first refusal, it shall be required to give Landlord written notice thereof within such thirty (30) day period. If Tenant fails to give such written notice to Landlord or if Tenant rejects such offer, Landlord shall be free to sell its reversionary interest in the Property to the party making such offer, subject to the provisions of this Amended and Restated Lease, but free and clear of any right of first refusal on the part of Tenant and the provisions of this paragraph 11(e) shall become null and void, but all the remaining provisions of this Amended and Restated Lease (including the provisions of paragraphs 11(a), 11(b), 11(c), 11(d) and 11(f) hereof) shall remain in full force and effect. If Tenant gives Landlord written notice within such thirty (30) day period of Tenant's exercise of such right of first refusal, settlement shall be made upon the expiration of sixty (60) days from the date of the notice from Tenant exercising such right of first refusal and, upon payment of the purchase price and accrued rent to date of settlement, Landlord shall convey its reversionary interest in the Property to Tenant by deed containing covenants of special warranty and further assurances, by good and merchantable title, free of liens and encumbrances, and free, clear and discharged of and from the aforesaid rents and all of the covenants herein contained. If for any reason Tenant neglects or fails to exercise its right of first refusal after notice as aforesaid from Landlord of a bona fide offer to purchase the reversionary interest in the Property, but Landlord fails or refuses to consummate the sale to the party making such offer, Tenant's right of first refusal shall continue in full force and effect.

(f) The rent paid by Tenant to Landlord hereunder shall not be credited against or deducted from the purchase price payable to Landlord in the event Tenant exercises any purchase option or first refusal right contained in this paragraph 11.

12. Tenant shall have the right and privilege of assigning this Amended and Restated Lease or subletting the whole or any part of the Property and the improvements thereon. Upon such assignment, the assignor shall be released from all further liability hereunder; provided such assignment takes place after completion of improvements having at least 200,000 square feet of floor area upon the leased premises as provided in paragraph 13 hereof, in which event the liability of the assignee shall be limited solely to its interest in the Property, including all land and improvements erected thereon as provided in paragraph 13 hereof. Landlord shall have the right and privilege of assigning its reversionary interest hereunder; provided any such assignment shall be subject to Tenant's first right of refusal as set forth in paragraph 11(e) hereof.

13. All covenants herein contained shall bind and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns; provided, however, that from and after the expiration of seven (7) months from the date Tenant completes construction of improvements upon the Property having an aggregate floor area of 200,000 square feet or more, the liability of Tenant, its successors and assigns, under this Amended and Restated Lease shall at all times thereafter be limited solely to Tenant's interest in the Property, including all buildings and improvements erected thereon; and from and after such date neither Tenant nor any successor or assignee of Tenant shall be personally or individually liable or responsible for the performance of any of Tenant's obligations under this Amended and Restated Lease.

Notwithstanding the foregoing, if at the expiration of such seven (7) month period, any mechanic's liens or mechanic's lien claims have been filed against the Property, the exculpatory provisions of the preceding sentence shall not become effective until (i) final judgment in Tenant's favor as to such lien or liens; (ii) payment and release of record of such lien or liens, or (iii) release of such lien or liens by bond or otherwise by Landlord as permitted by applicable statutes or rules of court.

14. All notices required or permitted to be given by either of the parties hereto to the other shall be sent by registered or certified mail to the last known or designated address of the other party. The present address of Landlord is 7012 Heathcoate Drive, Kingsville, Maryland 21087; the present address of Tenant is 1204 Fidelity Building, Baltimore Maryland 21201; and the present address of the current leasehold mortgagee is The Equitable Trust Company, Post Office Box 1556, Baltimore, Maryland 21203, Attention: Mr. Charles H. W. Effinger, Jr., Vice President. Such notices shall be sent to the above designated addresses until either party notifies the other in writing by United States registered or certified mail of a change of address.

15. Tenant and every successor and assignee of Tenant (including but not limited to any sublessee of Tenant) is hereby given the right by Landlord, in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its interest in this Amended and Restated Lease, or any part or parts thereof, or any sublease(s) under one or more leasehold mortgage(s) and to assign this Amended and Restated Lease, or any part or parts thereof, and any sublease(s) as collateral security for such mortgage(s), upon the condition that all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Amended and Restated Lease, and to all rights

and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest, except as expressly provided herein. If Tenant and/or Tenant's successors and assigns (including but not limited to any sublessee of Tenant) shall mortgage their leasehold interest or any part or parts hereof, and if the holder(s) of such mortgage(s) shall, within thirty (30) days of its execution, send to Landlord written notice specifying the name and address of the mortgagee, Landlord agrees that so long as any such leasehold mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to the Landlord, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Amended and Restated Lease by joint action of Landlord and Tenant without the prior consent in writing of the leasehold mortgagee(s). Tenant shall not exercise any purchase option or right of first refusal pursuant to paragraph 11 hereof without the prior consent in writing of the leasehold mortgagee(s).

(b) Landlord, shall upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder(s) of such leasehold mortgage(s) who have given Landlord written notice as aforesaid, which default notice shall be served upon such leasehold mortgagee(s) in the manner specified in paragraph 14 of the Amended and Restated Lease; and no notice of default from Landlord pursuant to this Lease shall be valid unless a copy of the notice is given to the holder(s) of such leasehold mortgage(s). (For the purpose of satisfying the terms and conditions of this provision of the Lease, the name and address of the current leasehold mortgagee is set forth in paragraph 14 hereof). The leasehold mortgagee(s) shall thereupon have the

same period, after service of such notice upon it or them, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such leasehold mortgagee(s) as if the same had been performed by Tenant.

(c) Anything herein contained notwithstanding, while such leasehold mortgage(s) remains unsatisfied of record, or until written notice of satisfaction is given by the holder(s) to Landlord, if any default shall occur which, pursuant to any provision of this Amended and Restated Lease entitles Landlord to terminate the Lease and if before the expiration of sixty (60) days following the date of service of termination upon such leasehold mortgagee(s) (it being understood and agreed that such termination notice may be the same 60-day notice given by Landlord pursuant to paragraph 5(c) of this Amended and Restated Lease), any such leasehold mortgagee shall have notified Landlord of its or their desire to nullify such notice and shall have paid to Landlord all rent and other payments herein provided for, and then in default, then in such event Landlord shall not be entitled to terminate the Lease and any notice of termination theretofore given shall be void and of no effect.

(d) Landlord agrees that in the event of termination of the Lease by reason of any default by Tenant other than for non-payment of rent or additional rent and other payments herein provided for, Landlord will enter into a new lease for the Property with any such leasehold mortgagee(s) or its nominee(s) for the remainder of the term, effective as of the date of such termination, at the rent and upon the terms, provisions, covenants and agreements as herein contained and subject to the rights, if any, of any parties then in possession of the Property, or any portion thereof, provided:

(i) Said mortgagee or its nominee shall make written request upon Landlord for such new lease within sixty (60) days after the date of such termination and such written request is accompanied by payment to Landlord of sums then due to Landlord under the Lease;

(ii) Said mortgagee, or its nominee shall pay to Landlord at the time of the execution and delivery of said new lease, any and all sums which would at the time of the execution and delivery thereof, be due pursuant to the Amended and Restated Lease, but for such termination, plus interest thereon at the then existing "prime rate" (as defined in paragraph 11(b) hereof) from the due date of such sums to the date of payment; and in addition thereto, any expenses, including reasonable attorneys' fees, to which Landlord shall have been subjected by reason of such default;

(iii) Said mortgagee, or its nominee shall perform and observe all covenants herein contained on Tenant's part to be performed and shall further remedy any other conditions which Tenant under the terminated Lease was obligated to perform under the terms of this Amended and Restated Lease. If there are more than one leasehold mortgagee who makes the written request on Landlord in accordance with subparagraph (i) hereof, the leasehold mortgagee whose mortgage or deed of trust was recorded first among the Land Records of Baltimore County shall be the one with whom Landlord shall be required to enter into such new lease in accordance with the provisions of this paragraph (d).

(e) The leasehold mortgagee(s) shall be given notice of any legal proceedings by the parties hereto, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such

intervention. In the event that the leasehold mortgagee(s) shall not elect to intervene or become a party to such proceedings, the leasehold mortgagee(s) shall receive notice of and a copy of any award or decision made in such proceedings.

(f) The holder(s) of the leasehold mortgage(s) shall be named as an insured, as its or their interest may appear, in all policies of insurance carried by Tenant pursuant to the provisions of this Amended and Restated Lease. Duplicate originals of the policies of such insurance shall be held by the holder(s) of any such leasehold mortgage(s). If duplicate originals of such policies are not obtainable, certified copies thereof shall be delivered to Landlord. The proceeds of such insurance in case of loss shall be paid to, and deposited with, the holder(s) of the leasehold mortgage(s) and said holder(s) shall disburse said proceeds for the purpose of rebuilding, restoring and repairing the premises, and all proceeds shall be deemed trust funds to be used by Tenant for the purpose of rebuilding, restoring and repairing. Tenant hereby nominates and appoints the holder(s) of the leasehold mortgage(s), its agent(s) and attorney(s)-in-fact in Tenant's name, place and stead, to file proofs of claim, settle and adjust any losses or claims arising under any policy of insurance carried by Tenant pursuant to the provisions of this Amended and Restated Lease.

(g) The parties hereto shall give the holder(s) of the leasehold mortgage(s) written notice of any condemnation proceedings affecting the Property. The said holder(s) shall have the right to intervene and be made a party to any such condemnation proceedings and the parties hereto hereby consent that the

said holder(s) may be made such party or intervenor. Tenant's interest in any award or damages for such taking is hereby set over, transferred and assigned by Tenant to the said holder(s) of the leasehold mortgage(s) to the extent of the balance of any principal, interest or other payment due or which shall thereafter accrue or become due to the said holder(s).

16. From time to time during the term of the Lease, Landlord agrees to submit to Tenant, within 15 days following written request therefor, a certificate:

(a) Stating that the Amended and Restated Lease is in full force and effect as of the date of such certificate and that Landlord has no knowledge of any default by Tenant thereunder; or

(b) If Landlord knows of any such default, specifically stating the nature of such default and listing the steps necessary to cure the same.

17. As used in this Amended and Restated Lease, the term "mortgage" shall include deeds of trust and other security instruments and the term "mortgagee" shall include note holders and other beneficiaries or trustees of such deeds of trust or security instruments.

18. If at any time during the term of the Lease any third party performs any of the terms, covenants or agreements on the part of Tenant to be performed under this Amended and Restated Lease, such performance shall be considered to be due performance by Tenant of such term, covenant or agreement so performed.

19. Landlord covenants that Tenant, its successors and assigns, upon paying the rent specified in this Amended and Restated Lease, and upon observing and performing all of the covenants herein contained on its part to be observed and performed, shall and may peaceably and quietly have, hold and enjoy the Property hereby leased, without disturbance or eviction by

Landlord, or by any person or persons lawfully claiming by, from or under Landlord.

20. Landlord shall, without subjecting itself to any costs, liabilities or expense in connection therewith, at the request of Tenant from time to time (and without obligation on Tenant's part to make any payment to Landlord), execute or join in the execution of:

(a) Plats of subdivision, record plats, dedication of streets to public use and deeds or other grants of rights-of-way and easements for the installation and maintenance of sanitary sewers, storm drainage water, electricity and other utilities;

(b) Applications for special exceptions or variances under Baltimore County Zoning Codes and Regulations; provided nothing herein contained shall require Landlord to execute such applications for any zoning reclassifications; and

(c) Such cross-easements, restrictions, covenants and agreements (including but not limited to those related to use, utilities, parking, ingress and egress) as shall be required by Tenant, its successors or assigns, in the development of the Property by Tenant, its successors or assigns.

21. (a) Tenant has advised Landlord that Tenant may sublease portions of the Property to a sublessee or sublessees who may expend considerable sums of money to outfit or improve their subleased premises, and that such sublessee(s) may request protection against eviction from the subleased premises or termination of its sublease in the event of a default by Tenant under this Amended and Restated Lease. Landlord agrees that upon request of Tenant or a sublessee, Landlord will enter into an agreement (the "Non-Disturbance Agreement") with the sublessee(s) which Non-Disturbance Agreement shall be in recordable form, and shall provide in substance that so long as the sublessee(s) is not in default in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of its

sublease, the rights and privileges of sublessee(s) under its sublease shall not be diminished or terminated by Landlord and occupancy of the subleased premises by sublessee(s) shall not be disturbed by Landlord for any reason whatsoever during the term of the sublease or any renewal thereof, notwithstanding any default by Tenant under this Amended and Restated Lease; provided the sublessee agrees to attorn to the Landlord if this Amended and Restated Lease terminates, and thereafter effective as of the termination date of this Lease, such sublessee shall pay rent to Landlord; provided, however, that the foregoing provisions are subject to the rights of leasehold mortgagee(s) as set forth in paragraph 15 hereof, including the right of a leasehold mortgagee to enter into a new lease with Landlord as provided in paragraph 15(d) of this Amended and Restated Lease. Notwithstanding the foregoing, Landlord shall not be obligated to enter into a Non-Disturbance Agreement with a sublessee if any partner of Landlord has a financial interest in the sublessee.

(b) All transfer taxes, documentary stamp taxes and other costs and expenses in connection with the preparation and recording of any such Non-Disturbance Agreement shall be paid by Tenant or sublessee(s). Tenant hereby agrees to pay any reasonable attorney's fees incurred by Landlord as the result of Landlord's entry into any Non-Disturbance Agreement.

22. (a) This Amended and Restated Lease shall be interpreted in accordance with the laws of the State of Maryland.

(b) This Amended and Restated Lease expresses the entire understanding between the parties hereto and neither party shall be bound by any terms, covenants and agreements not herein contained.

(c) It is the intention of the parties hereto that if any provision of this Amended and Restated Lease is capable of two constructions, one of which would render the provision void or unenforceable, and the other of which would render the provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

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(d) If any term, covenant, condition or provision of this Amended or Restated Lease, or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Amended and Restated Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition and provision of this Amended and Restated Lease shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable.

23. The General Partners of Tenant have executed this Amended and Restated Lease both individually and as General Partners of Tenant; provided, however, that the liability of the General Partners of Tenant, under this Amended and Restated Lease shall be subject to termination in accordance with the provisions of paragraph 13 of this Amended and Restated Lease.

24. (a) For purposes of facilitating Tenant's development of the Leased Premises, Tenant shall have the right, subject to compliance with the conditions hereafter expressed, to have this Lease subdivided into not more than five (5) separate leases, each of which shall contain exactly the same terms and provisions as this Lease except that each such separate subdivided Lease (i) shall cover a limited portion of the leased premises; (ii) shall carry a reduced rental as provided in subparagraph (b)(iii) below; (iii) the 200,000 square foot figure in line 6, paragraph 12 and line 7, paragraph 13 of this Lease shall be reduced in each separate subdivided Lease as set forth in subparagraph (b)(iv) below; (iv) the \$2,800,000.00 purchase price for Tenant's purchase option as set forth in paragraph 11(a) of this Lease shall be reduced as provided in

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subparagraph (b)(v) below; and (v) it shall not be subject to further subdivision that would result in a larger number of subdivided parcels than five. All other provisions of this Lease shall be applicable and included in each such subdivided lease. Tenant's right hereunder shall be exercised by written notice to Landlord not less than thirty (30) days prior to the date of subdivision. Such notice shall be accompanied by Tenant's survey and description of each subdivided parcel to be included in each separate subdivided lease and copies of each proposed separate subdivided lease, so prepared as to supersede this Lease. A default by the Tenant under one of such separate subdivided leases shall not constitute a default under any other separate subdivided lease.

(b) Landlord's obligation to subdivide this Lease into separate leases as provided in paragraph (a) hereof shall be subject to each of the following conditions having been met:

(i) Each separate subdivided parcel shall be at least three (3) acres in size.

(ii) Tenant shall obtain a survey at its expense delineating the parcels into which the Leased Premises are to be subdivided into separate leases as aforesaid and shall furnish a copy thereof to Landlord.

(iii) The total base rent for the Leased Premises as set forth in Section 4(a) hereof shall be allocated among the separate subdivided leases so that the total rents under the separate subdivided leases equals the rents specified herein. The rent for each separate subdivided lease parcel shall be the same amount which its acreage bears to the acreage of the total Leased Premises.

(iv) The 200,000 square foot figure set forth in line 6, paragraph 12 and line 7, paragraph 13 of this Lease

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shall be reduced in each separate subdivided lease so that such figure in each separate subdivided lease shall be equal to 7,500 times the acreage within each separate subdivided lease parcel.

(v) The \$2,800,000.00 purchase price for Tenant's purchase option as set forth in paragraph 11(a) of this Lease shall be reduced in each separate subdivided lease so that such amount in each separate subdivided lease shall be equal to that proportionate amount of \$2,800,000.00 which bears the same ratio to the acreage which each separate subdivided lease parcel bears to the total acreage of the leased Premises described in this Lease; and the illustration in the last sentence of paragraph 11(c) of this Lease shall be changed so that the dollar amounts and acreage figures shall be changed prorata to reflect the corresponding acreage within each separate subdivided lease parcel and each option purchase price as set forth in each separate subdivided lease.

(vi) All costs and expenses in connection with any subdivision of this Lease, including costs of surveying, costs of preparing subdivided leases and costs of recording shall be borne solely by Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED LEASE as of the day and year first above written.

WITNESS:

Theresa E. Calder

Edward A. Dewaters, Jr. (SEAL)

Theresa E. Calder

Winifred A. Dewaters (SEAL)

LANDLORD

TIMONIUM DEVELOPMENT JOINT VENTURE

By: Leroy M. Merritt, General Partner (SEAL)

Leroy M. Merritt, General Partner

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WITNESS:

David A. Bavar, General Partner (SEAL)

Allen Kayne, General Partner (SEAL)

John C. Childs, Sr., General Partner (SEAL)

Robert C. Levin, General Partner (SEAL)

Robert R. Neilson, General Partner (SEAL)

TENANT

STATE OF MARYLAND, OF BALTIMORE, to wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared EDWARD A. DEWATERS, JR. and WINIFRED A. DEWATERS, his wife, known to me to be the persons who executed the within Amended and Restated Lease as Landlord, and they each acknowledged the Amended and Restated Lease to be their respective acts and deeds.

AS WITNESS my hand and Notarial Seal.

Theresa E. Calder, Notary Public

My Commission expires:

July 1, 1982

STATE OF MARYLAND, OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared LEROY M. MERRITT, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

Theresa E. Calder, Notary Public

My Commission expires:

July 1, 1982

-28-

STATE OF MARYLAND, OF BALTIMORE, to wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ALLEN KAYNE, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

Theresa E. Calder, Notary Public

My Commission expires:

7/1/82

STATE OF MARYLAND, OF BALTIMORE, to wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared DAVID I. BAVAR, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

Theresa E. Calder, Notary Public

My Commission expires:

7/1/82

-29-

STATE OF MARYLAND, OF BALTIMORE, to wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared JOHN C. CHILDS, SR., one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:

7/1/82

STATE OF MARYLAND, OF BALTIMORE, to wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ROBERT C. LEVIN, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:

7/1/82

-30-

STATE OF MARYLAND, OF BALTIMORE, to wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ROBERT R. NEILSON, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:

7/1/82

STATE OF MARYLAND, OF BALTIMORE, to wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared DAVID I. BAVAR, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Amended and Restated Lease to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires:

7/1/82

-31-

BEGINNING for the same at a stone heretofore planted at the beginning of the land which by Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. No. 2515, folio 267, was conveyed by William R. Price and wife to Industrial Estates, Inc., said point being also at the end of the fourth or South 82 degrees 45 minutes East, 478.83 ft. line of land which by Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife to Industrial Estates, Inc., running thence and binding reversely on the fourth, third, second, first and part of the last line in last mentioned Deed Bracklein to Industrial Estates, Inc., the six following courses and distances, as now surveyed:

North 82 degrees 32 minutes 20 seconds West, 478.83 ft.
 North 20 degrees 04 minutes 20 seconds West, 54.42 ft.
 North 54 degrees 55 minutes 50 seconds East, 191.42 ft.
 North 8 degrees 11 minutes 10 seconds West, 535.55 ft.
 North 80 degrees 31 minutes 40 seconds West, 49.17 ft.

thence by a curve to the left with a radius of 4683.66 ft. for a distance of 480.92 ft. (the chord of said arc being North 00 degrees 43 minutes 08 seconds East, 480.72 ft.) to the beginning of the eighth or due East 476.45 ft. line of land which by Deed dated January 3, 1955, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2624, folio 186, was conveyed by Industrial Estates, Inc. to Sangster Holdings, Inc., running

EXHIBIT A

Liber G.L.B. 4461, Folio 63 from the said Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr. to Wilma A. Langlotz; (v) Deed dated May 19, 1965 and recorded among the aforesaid Land Records at Liber G.L.B. 4461, Folio 66 from the said Wilma A. Langlotz to the said Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr.; (vi) Deed dated January 24, 1979 and recorded among the aforesaid Land Records at Liber G.L.B. 5983, Folio 387 from the said Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr. to Verna E. Collier; and (vii) Deed dated January 24, 1979 and recorded among the aforesaid Land Records at Liber G.L.B. 5983, Folio 387 from the said Verna E. Collier to Edward A. Dewaters, Jr. and Winifred A. Dewaters, his wife.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances, and advantages thereto belonging or in any wise appertaining; and also together with assignors' reversionary interest in the aforesaid Sublease dated June 30, 1955 from assignors to Timonium Realty Corp., which Sublease is recorded among the aforesaid Land Records at Liber 2754, Folio 544.

TO HAVE AND TO HOLD the said described property and premises to the said TIMONIUM DEVELOPMENT JOINT VENTURE, its successors and assigns, for all of the residue of the term of years yet to come and unexpired under the aforesaid Lease dated April 1, 1955 between Industrial Estates, Inc. and Baltimore Drive-In Theatre Corp., as amended; subject to the legal operation and effect of the aforesaid Sublease dated June 30, 1955 from assignors to Timonium Realty Corp.

AND the said parties of the First Part hereby covenant that to the best of their knowledge they have not done or suffered to be done any act, matter, or thing whatsoever, to encumber the property hereby conveyed; and that they will execute such further assurances of this Assignment as may be requisite.

AND the said TIMONIUM DEVELOPMENT JOINT VENTURE joins herein and hereby indemnifies and saves assignors harmless from any claims, demands, expenses, actions, judgments, obligations and liabilities arising under the aforesaid Lease (including, without limitation, attorneys' fees through all appeals, if any) or out of, or in any way connected with,

BEGINNING for the same at a point of intersection of a line drawn southeasterly from and at right angles to the southeasternmost side of Timonium Road at a distance of 19.5 feet northeasterly from Green Spring Drive and a line drawn northeasterly and at right angles to the industrial access road now called Green Spring Drive at a distance of 9.0 feet southeasterly from Timonium Road, and running thence parallel to Timonium Road North 58° 24' 55" East 20 feet, thence parallel to Green Spring Drive South 31° 38' 38" East 40 feet, thence South 58° 24' 55" West 20 feet, and thence North 31° 38' 38" West 40 feet to the place of beginning.

07501** 2015552 10-C-21
 07521** 2015552 10-C-21
 07531** 2015552 10-C-21
 07541** 2015552 10-C-21

EXHIBIT B

dated April 1, 1955 between Industrial Estates, Inc. and Baltimore Drive-In Theatre Corp., as amended, as aforesaid, and under the aforesaid Sublease dated June 30, 1955 from assignors to Timonium Realty Corp. (i) from and after the date of this Assignment; and (ii) prior to the date of this Assignment if caused by or arising out of an Agreement dated July 12, 1979 between assignors and assignee (the "1979 Agreement").

From and after the date hereof the Party of the Second Part accepts this Assignment and assumes all of the terms and conditions of said Lease and said Sublease. This Assignment is made without recourse and without representation or warranty of any kind, except as may be expressly set forth herein or in the 1979 Agreement.

WITNESS the hands of the parties hereto as of the day and year first above written.

WITNESS:
 [Signature] William P. Freeman
 [Signature] Saul G. Lerner

TIMONIUM DEVELOPMENT JOINT VENTURE

By: [Signature]
 Allen Kayne, Managing General Partner

By: [Signature]
 Leroy M. Merritt, Managing General Partner

STATE OF FLORIDA, COUNTY OF DALLAS, to-wit:

I HEREBY CERTIFY that on the 27th day of March, 1981, before me, the subscriber, a Notary Public of the State of Florida, personally appeared WILLIAM P. FREEMAN, known to me (or satisfactorily proven) to be one of the persons whose names are subscribed to the within instrument, and he acknowledged the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: [Signature]
 [Signature] Notary Public

thence and binding on the eighth, ninth, tenth lines of last mentioned Deed the three following courses and distances, as now surveyed:

South 89 degrees 47 minutes 20 seconds East, 476.45 ft.
 North 00 degrees 12 minutes 40 seconds East, 411.76 ft.
 North 40 degrees 12 minutes 40 seconds East, 275.00 ft.

running thence for a line of division and binding on the Westernmost side of a proposed road (60 ft. wide) with the use thereof in common with others the three following courses and distances:

South 18 degrees 44 minutes 52 seconds East, 620.25 ft.

thence by a curve to the right with a radius of 2386.59 ft. for a distance of 389.05 ft. (the chord of said arc being South 14 degrees 04 minutes 28 seconds East, 388.89 (ft.) and South 9 degrees 24 minutes 04 seconds East, 805.01 ft., thence leaving the aforesaid Westernmost side of the proposed road (60 ft. wide) and still running for a line of division South 80 degrees 34 minutes 12 seconds West, 634.55 ft. to the place of beginning.

Containing 29.766 acres of land, more or less.

Subject, however, to an easement for a railroad spur or siding 40 feet wide along the eighth line of the above described land, and across the aforesaid 60 foot road.

BEING part of land which by Deeds described as follows, was conveyed to Industrial Estates, Inc.:

Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2515, folio 267, was conveyed by William R. Price and wife.

Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife.

Deed dated July 22, 1955, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2624, folio 186, was conveyed by Edgar P. Hills and wife.

Receipt No. 10500

STATE OF FLORIDA, COUNTY OF BROWARD, to-wit:

I HEREBY CERTIFY that on this 28th day of March, 1981, before me, the subscriber, a Notary Public of the State of Florida, personally appeared SAUL G. LERNER, known to me (or satisfactorily proven) to be one of the persons whose names are subscribed to the within instrument, and he acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXPIRES: JAN 15 1983
 BROWARD COUNTY, FLORIDA

STATE OF MARYLAND, COUNTY OF BALTIMORE, to-wit:

I HEREBY CERTIFY that on this 1st day of May, 1981, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ALLEN KAYNE and LEROY M. MERRITT, Managing General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE known to me (or satisfactorily proven) to be two of the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for and on behalf of the said TIMONIUM DEVELOPMENT JOINT VENTURE for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

NOTARY PUBLIC
 BALTIMORE COUNTY, MARYLAND

THIS ASSIGNMENT made this 1st day of April, 1981 by and between WILLIAM P. FREEMAN, formerly WILLIAM P. FREEMAN, of the State of Florida, County of Dade, and SAUL G. LERNER of the State of New York, County of Nassau, of the First Part, and TIMONIUM DEVELOPMENT JOINT VENTURE, a General Partnership organized under the laws of the State of Maryland, of the Second Part.

WITNESSETH, That in consideration of the sum of One Hundred Ninety Five Thousand (\$195,000.00) Dollars, the said WILLIAM P. FREEMAN and SAUL G. LERNER do grant and assign to the said TIMONIUM DEVELOPMENT JOINT VENTURE, its successors and assigns, all of assignors' leasehold interest in and to a certain Lease dated April 1, 1955 and recorded among the Land Records of Baltimore County at Liber 2729, Folio 86, from Industrial Estates, Inc. to Baltimore Drive-In Theatre Corp., relating to certain real property situate in Baltimore County, Maryland, and described as follows, that is to say:

BEING all those parcels of land described by metes and bounds on Exhibit "A" attached hereto and hereby made a part hereof.

BEING the same property which by Assignment dated April 1, 1955 and recorded among the aforesaid Land Records at Liber 2729, Folio 100, was assigned and transferred by Baltimore Drive-In Theatre Corp. to the within assignors. BEING also the same property which the within assignors subleased to Timonium Realty Corp. by Agreement of Sublease dated June 30, 1955 and recorded among the aforesaid Land Records at Liber 2754, Folio 544. See also the following: (i) Agreement dated December 15, 1956 and recorded among the aforesaid Land Records at Liber G.L.B. 3080, Folio 170 between Industrial Estates, Inc. and Timonium Realty Corp. amending the aforesaid Lease dated April 1, 1955; (ii) Supplemental Agreement between the same parties dated February 17, 1958 and recorded among the aforesaid Land Records at Liber G.L.B. 3325, Folio 321 further amending said Lease; (iii) Deed dated March 30, 1961 and recorded among the aforesaid Land Records at Liber 3830, Folio 621, by which the reversionary interest of Industrial Estates, Inc. in said Lease was granted and conveyed to Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr.; (iv) Deed dated May 19, 1965 and recorded among the aforesaid Land Records at

EXHIBIT "A"

ALL those two pieces or parcels of land situate and lying in the Eighth Election District of Baltimore County, State of Maryland, and described as follows:

BEGINNING for the first thereof at a stone heretofore planted at the beginning of the land which by Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2515, folio 267, was conveyed by William R. Price and wife to Industrial Estates, Inc., said point being also at the end of the fourth or South 82 degrees 45 minutes East, 478.83 feet line of land which by Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife to Industrial Estates, Inc., running thence and binding reversely on the fourth, third, second, first and part of the last line in last mentioned Deed Bracklein to Industrial Estates, Inc., the six following courses and distances, as now surveyed:

North 82 degrees 32 minutes 20 seconds West, 478.83 feet.
 North 20 degrees 04 minutes 20 seconds West, 54.42 ft.
 North 54 degrees 55 minutes 50 seconds East, 191.42 ft.
 North 8 degrees 11 minutes 10 seconds West, 535.55 ft.

thence by a curve to the left with a radius of 4683.66 ft. for a distance of 480.92 ft. (the chord of said arc being North 00 degrees 43 minutes 08 seconds East, 480.72 ft.) to the beginning of the eighth or due East 476.45 ft. line of land which by Deed dated January 3, 1955, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2624, folio 186, was conveyed by Industrial Estates, Inc. to Sangster Holdings, Inc., running thence and binding on the eighth, ninth, tenth lines of last mentioned Deed the three following courses and distances, as now surveyed:

South 89 degrees 47 minutes 20 seconds East, 476.45 ft.
 North 00 degrees 12 minutes 40 seconds East, 411.76 ft.
 North 40 degrees 12 minutes 40 seconds East, 275.00 ft.

EXHIBIT "A" - Page 2

running thence for a line of division and binding on the Westernmost side of a proposed road (60 ft. wide) with the use thereof in common with others the three following courses and distances:

South 18 degrees 44 minutes 52 seconds East, 620.25 ft.,

thence by a curve to the right with a radius of 2336.59 ft. for a distance of 389.05 ft. (the chord of said arc being South 14 degrees 04 minutes 28 seconds East, 388.89 ft.) and South 9 degrees 24 minutes 04 seconds East, 805.01 ft., thence leaving the aforesaid Westernmost side of the proposed road (60 ft. wide) and still running for a line of division South 80 degrees 34 minutes 12 seconds West, 634.55 ft. to the place of beginning.

Containing 29,766 acres of land, more or less.

Subject, however, to an easement for a railroad spur or siding 40 feet wide along the eighth line of the above described land, and across the aforesaid 60 feet road.

BEING part of land which by Deeds described as follows, was conveyed to Industrial Estates, Inc.:

Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2515, folio 267, was conveyed by William R. Price and wife.

Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife.

Deed dated July 22, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2521, folio 515, was conveyed by Edgar P. Wilson and wife.

And the second thereof being a lot of ground 20 feet by 40 feet wide at the southeast corner of Timonium Road and the industrial access road 60 feet wide referred to in the lot hereinabove first described, the location of said lot to be 20 feet parallel with Timonium Road and 40 feet parallel with the industrial access road, the exact location of said lot to be determined by the required setbacks from said roads by the proper authorities of Baltimore County, together with the right of ingress and egress thereto if said lot does not bind on the industrial access road; said lot to be used only for the purpose of a sign or marquee for the Drive-In Theatre, the Landlord reserving for itself, its successors or assigns, the right of ingress and egress across said lot so long as such right shall not interfere with the construction, view or the use of such sign or

Rec'd for record APR 13 1981 at 11:44
Per Elmer H. Kahline, Jr., Clerk
Mail to
Receipt No. 32470

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared JOHN C. CHILDS, SR., one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires 7/1/82

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ROBERT C. LEVIN, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS my hand and Notarial seal.

My Commission expires 7/1/82

THIS LEASE TERMINATION AGREEMENT made this 1st day of APRIL, 1981 by and between TIMONIUM DEVELOPMENT JOINT VENTURE, a partnership organized under the laws of the State of Maryland (hereinafter called "TDJV") and TIMONIUM REALTY CORP., a body corporate of the State of Maryland (hereinafter called "TRC").

Explanatory Statement

By Lease dated April 1, 1955 and recorded among the Land Records of Baltimore County at Liber 2729, folio 86, Industrial Estates, Inc., a body corporate, demised and leased to Baltimore Drive-In Theatre Corp. certain property (hereinafter sometimes called the "Property"), consisting of two parcels of land in Baltimore County, Maryland. By Assignment dated April 1, 1955 and recorded among the aforesaid Land Records at Liber 2729, folio 100, Baltimore Drive-In Theatre Corp. assigned and transferred all of its leasehold estate and interest under said Lease to William P. Frieman and Saul G. Lerner (hereinafter collectively called "Frieman and Lerner"). Frieman and Lerner subleased the property to TRC by Agreement of Sublease (hereinafter called the "Sublease") dated June 30, 1955 and recorded among the aforesaid Land Records at Liber 2754, folio 544.

By Assignment dated APRIL 1, 1981 and recorded or intended to be recorded among the aforesaid land records prior hereto, Frieman and Lerner (the said William P. Frieman having legally changed his name to "William P. Freeman") assigned all of their interest under the Sublease to TDJV.

It is the intention of the parties hereto to terminate the aforesaid Sublease as hereinafter set forth.

NOW, THEREFORE, for and in consideration of no dollars, the parties hereto hereby covenant and agree to terminate the

STATE OF MARYLAND, City OF BALTIMORE, to-wit:

On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ROBERT R. NEILSON, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires 7/1/82

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ALLEN KAYNE, the President of TIMONIUM REALTY CORP. who acknowledged the foregoing Lease Termination Agreement to be the act and deed of said body corporate.

AS WITNESS my hand and Notarial Seal.

My Commission expires 7/1/82

said Sublease effective as of the date of this Agreement. TRC hereby surrenders the premises described in the Sublease to TDJV as of the date hereof.

The parties hereto hereby agree to execute such further assurances of this Agreement as may be requisite.

AS WITNESS the signatures of the parties hereto the day and year first above written.

WITNESS:

TIMONIUM DEVELOPMENT JOINT VENTURE

By: Leroy M. Merritt, General Partner (SEAL)

By: Allen Kayne, General Partner (SEAL)

By: John C. Childs, Sr., General Partner (SEAL)

By: Robert C. Levin, General Partner (SEAL)

By: Robert R. Neilson, General Partner (SEAL)

By: David L. Bavar, General Partner (SEAL)

TIMONIUM REALTY CORP.

By: Allen Kayne, President (SEAL)

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared LEROY M. MERRITT, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires: 7/1/82

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared ALLEN KAYNE, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS My hand and Notarial Seal.

My Commission expires: 7/1/82

STATE OF MARYLAND, City OF BALTIMORE, to-wit:
On this 1st day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County aforesaid, personally appeared DAVID L. BAVAR, one of the General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE, the Tenant herein named, who acknowledged the foregoing Lease Termination Agreement to be its act and deed.

AS WITNESS my hand and Notarial Seal.

My Commission expires 7/1/82

0702*** 00000002 10-1-81
0002*** 00000002 10-1-81

Rec'd for record APR 13 1981 at 11:44
Per Elmer H. Kahline, Jr., Clerk
Mail to
Receipt No. 32471

John B. Howard, Esquire
210 Allegheny Avenue
P. O. Box 5517
Towson, Maryland 21204

December 13, 1985

NOTICE OF HEARING

PETITION FOR VARIANCE
W/S Greenspring Drive, approx. 1900'
S of Timonium Road - 8th Elec. Dist.
Edward A. DeWaters, Jr., Petitioners
Case No. 86-271-A

TIME: 9:30 a.m.

DATE: Monday, January 13, 1986

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

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

No. 012772

DATE: ACCOUNT:

AMOUNT: \$

RECEIVED FROM:

FOR: 153

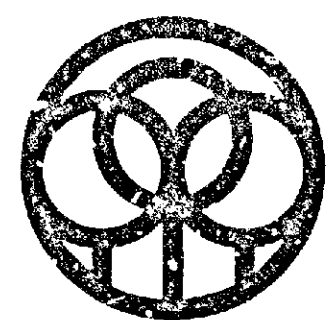
012772*** 00000002 072205

VALIDATION OR SIGNATURE OF CARRIER

TRANSMITTAL

DAFT-MCUNE-WALKER, INC.
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: (301) 296-3333



To: BALTO. COUNTY Date: 10/17/85
ZONING DEV. CONTROL SECT. Job no.: 78060-C
Attention: DAVE SWAN
Reference: TIMONIUM BUSINESS PARK

Gentlemen:
We are sending you ☒ Attached ☐ under separate cover ☐ via _____
☐ Shop drawings ☐ Samples ☐ Plans
☐ Specifications ☐ _____

Copies	Date	Number	Description
3			PETITION FOR ZONING VARIANCE
10			PLAT TO ACCOMPANY PETITION
3			DESCRIPTION
1			RECORDED LEASE

These are transmitted as checked below: CHECK #1012 (DMW) \$100.00

☐ For approval ☐ Approved as submitted ☐ Resubmit ☐ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ☐ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ☐ corrected prints
☐ For review and comment ☐ _____

Remarks _____

cc: LEROY MERRITT Signed: J. Robert Green

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner Date: December 30, 1985
Norman E. Gerber, AICP, Director
FROM: Office of Planning and Zoning
SUBJECT: Zoning Petitions No. 86-271-A, 86-275-A, 86-277-A, 86-278-A,
86-279-A and 86-280-A

There are no comprehensive planning factors requiring comment on these petitions.

NEG:JGH:alm

Norman E. Gerber
Norman E. Gerber, AICP
Director

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

December 11, 1985

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

000

Mr. J. Robert Green
Daft-McCune-Walker, Inc.
200 East Pennsylvania Avenue
Towson, Maryland 21204

RE: Item No. 153 - Case No. 86-271-A
Petitioners - Edward A. DeWaters, et ux
Variance Petition

Dear Mr. Green:

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.

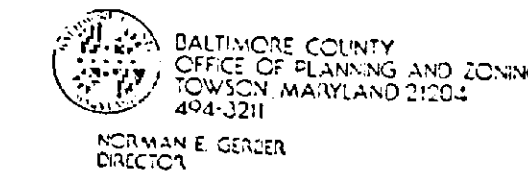
Very truly yours,

James E. Dyer
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:nr

Enclosures

cc: Mr. Leroy M. Merritt
Timonium Development Joint Venture
2056 Lord Baltimore Drive
Baltimore, Maryland 21207



DECEMBER 13, 1985

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

Re: Zoning Advisory Meeting of NOVEMBER 5, 1985
Item # 153
Property Owner: EDWARD A. DEWATERS, et ux
Location: W/S GREENSPRING DRIVE, 1800 FEET S. OF TIMONIUM RD.

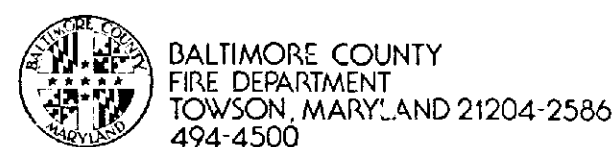
Dear Mr. Jablon:

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

- ☒ There are no site planning factors requiring comment.
- ☒ 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.
- ☒ 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 22-99 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 _____.
- ☒ Landscaping must comply with Baltimore County Landscape Manual, Bill 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 its conditions change are re-evaluated annually by the County Council.

cc: James Howell

Enrique A. Bator
Chair, Current Planning and Development



PAUL H. RENCKE
CHIEF

November 21, 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: Edward DeWaters, et ux

Location: W/S Greenspring Drive, 1800 feet S of Timonium Road

Item No.: 153 Zoning Agenda: Meeting of November 5, 1985

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 _____

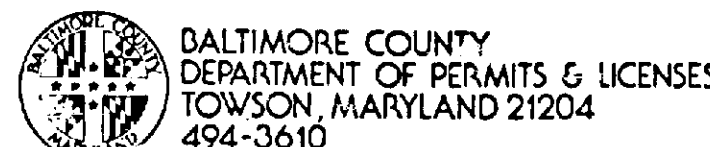
EXCEEDS the maximum allowed by the Fire Department.

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

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

REVIEWER: John F. O'Neill Noted and Approved: John F. O'Neill
Planning Group
Special Inspection Division

mb



TED ZALESKI, JR.
DIRECTOR

December 6, 1985

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

Dear Mr. Jablon:

Comments on Item # 153 Zoning Advisory Committee Meeting are as follows:

Property Owners: Edward A. DeWaters, et ux
Location: W/S Greenspring Drive, 1800 feet S of Timonium Road
District: 6th.

APPLICABLE CODES AND ORDINANCES:

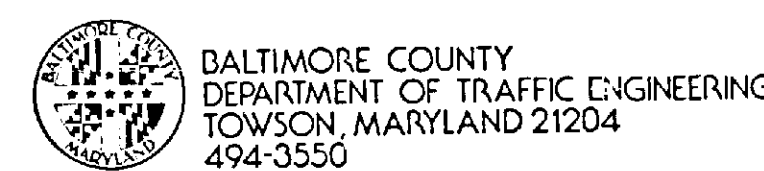
- 1. All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #17-85, the Maryland Code for the Handicapped and Aged (A.D.A.), Bill #1-79, and other applicable Codes and Standards.
- 2. A building and other miscellaneous permits shall be required before the start of any construction.
- 3. 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.
- 4. 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. Reproduced seals are not acceptable.
- 5. All Use Groups except Bul Single Family Attached Dwellings require a minimum of 1 hour fire rating for exterior walls closer than 6'-0" to an interior lot line. Bul Use Groups require a one hour wall if 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 501.1, Section 507, Section 506.2 and Table 502. No openings are permitted in an exterior wall within 3'-0" of an interior lot line.
- 6. 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 501 and 505 and have your Architect/Engineer contact this department.
- 7. The requested variance appears to conflict with Section(s) _____ of the Baltimore County Building Code.
- 8. When filing for a required Change of Use/Accessory Permit, an alternative 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.

NOTE:

- 1. The proposed project appears to be located in a Flood Plain, Tidal/Riverine. Please see the attached copy of Section 216.2 of the Building Code as adopted by Bill #17-85. Site plans shall show the correct elevations above sea level for the lot and the finished floor levels including basement.
- 2. Comments: Buildings shall comply with Section 501.1 and 501.2 for construction and height/area. See Section 502.0 and/or Table 501.2 as relates to setbacks. Plans shall show compliance to the State Handicapped Code. No indication of handicapped parking, signs, ramps, curb cuts, etc. is provided.
- 3. These abbreviated comments reflect only on the information provided by the developer 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 wish to add additional information by visiting Room 112 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

Charles S. Smith
Building Plans Review

LJZ/TMS



STEPHEN E. COLLINS
DIRECTOR

November 18, 1985

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

Item No. -ZAC-
Property Owner:
Location:
Existing Zoning:
Proposed Zoning:

Acres:
District:

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for items numbered 151, 152, 153, 155, 156, & 159.

Michael S. Flanagan
Michael S. Flanagan
Traffic Engineer Associate II

MSF/bld

86-271-A 153 **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 255.1 (238.2) to permit a side yard setback of 27.5 feet instead of the required 30 feet.

- of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty)
1. Building is existing and occupied. Any physical change to the building would cause undue hardship.
 2. Lot line in question is recorded in the land records. Leases, mortgage limits, access easements, etc. are based on this line. To move the lot line would prove difficult or impossible.
 3. Owners and developers for Parcel D which is adjacent to lot line in question are the same as for Parcel A.

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.

Lessee:
Timonium Development Joint Venture
Leroy M. Merritt, General Partner
Signature: *Leroy M. Merritt*
2066 Lord Baltimore Drive
Address
Baltimore, Maryland 21207
City and State

Attorney for Petitioner:
John B. Howard, Esquire
(Type or Print Name)
Signature: *John B. Howard*
210 Allegheny Ave., P.O. Box 5517
Address
Towson, Maryland 21204
City and State
Attorney's Telephone No.: 823-4111

Legal Owner(s):
Edward A. DeWaters, Jr.
(Type or Print Name)
Signature: *Edward A. DeWaters, Jr.*
Winifred A. DeWaters
(Type or Print Name)
Signature: *Winifred A. DeWaters*

Name, address and phone number of legal owner, contract purchaser or representative to be contacted
J. Robert Green (also contact atty. for petitioner)
Daft-McCune-Walker, Inc.
Name
200 East Pennsylvania Avenue 296-3333
Address
Towson, Maryland 21204 Phone No.

ORDERED BY The Zoning Commissioner of Baltimore County, this 25th day of November, 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 held before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 13th day of January, 1986, at 9:30 o'clock

(over)

RE: PETITION FOR VARIANCE
W/S Greenspring Dr.,
approx. 1800' S of
Timonium Rd., 8th Dist.
EDWARD A. DEWATERS, JR.,
et ux, Petitioners

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.

Phyllis Cole Friedman
Phyllis Cole Friedman
People's Counsel for Baltimore County

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

I HEREBY CERTIFY that on this 17th day of December, 1985, a copy of the foregoing Entry of Appearance was mailed to Mr. and Mrs. Edward A. DeWaters, Jr., c/o J. Robert Green, Daft, McCune-Walker, Inc., 200 E. Pennsylvania Ave., Towson, MD 21204, who requested notification; and Leroy M. Merritt, General Partner, Timonium Development Joint Venture, 2066 Lord Baltimore Drive, Baltimore, MD 21207, Lessee.

Peter Max Zimmerman
Peter Max Zimmerman

DAFT-MCCUNE-WALKER, INC.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

8.16 Acre Parcel
Parcel "A"
Timonium Business Park
West Side of Green Spring Drive
South of Timonium Road
Eighth Election District
Baltimore County, Maryland

Beginning for the same at a point on the west side of Green Spring Drive, sixty feet wide, at the end of the second of the two following courses and distances measured from the point formed by the intersection of the centerline of said Green Spring Drive with the centerline of Timonium Road, (1) Southerly 1800 feet more or less, and (2) South 80 degrees 35 minutes 56 seconds West 30.00 feet to the point of beginning, thence leaving said beginning point and running and binding on said west side of Green Spring Drive, (1) South 09 degrees 24 minutes 04 seconds East 555.01 feet, thence leaving said west side of Green Spring Drive and running (2) South 80 degrees 36 minutes 50 seconds West 633.89 feet, (3) North 82 degrees 32 minutes 20 seconds West 27.00 feet, (4) North 00 degrees 04 minutes 58 seconds West 622.65 feet to the center of Wellico Road, a private road 35 feet wide, thence running and binding on said center of Wellico Road, (5) South 89 degrees 47 minutes 20 seconds East 319.56 feet, (6) Northeasterly by a curve to the left with the radius of 1000.00

Page 1 of 2

DAFT-MCCUNE-WALKER, INC.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

feet, the length of 167.77 feet, the chord of said curve being North 85 degrees 24 minutes 18 seconds East 167.57 feet, and (7) North 80 degrees 35 minutes 56 seconds East 76.87 feet to the west side of Green Spring Drive and the place of beginning.

Containing 8.16 acres of land more or less.

This description is intended for zoning purposes only and not for conveyance of property.

Our File Number 780666 (2C 1:780666)

October 4, 1985



Page 2 of 2

PETITION FOR VARIANCE 8th Election District

LOCATION: West side of Greenspring Drive, approximately 1800 feet South of Timonium Road
DATE AND TIME: Monday, January 13, 1986 at 9:30 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 255.1 (238.2) to permit a side yard setback of 27.5 feet in lieu of the required 30 feet.

Being the property of Edward A. DeWaters, Jr., et ux 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



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

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

January 2, 1986

John B. Howard, Esquire
210 Allegheny Avenue
P.O. Box 5517
Towson, Maryland 21204

Re: Petition for Variance
W/S Greenspring Drive, approximately 1800'
S of Timonium Road - 8th Election District
Edward A. DeWaters, Jr., Petitioners
Case No. 86-271-A

Dear Mr. Howard:

This is to advise you that \$66.00 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 OR THE ORDER SHALL NOT BE ISSUED.

Do not remove sign from property from the time it is placed by this office until the day of the hearing, if.

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

No. 018401

DATE 1-13-86 ACCOUNT 86-271-A-000

AMOUNT \$ 66.00

RECEIVED FROM *John B. Howard Esq.*

FOR *Advertisement Fee*

VALIDATION OR SIGNATURE OF CASHIER

PETITION FOR VARIANCE
8th Election District

LOCATION: West side of Greenspring Drive, approximately 1800 feet South of Timonium Road
DATE AND TIME: Monday, January 13, 1986 at 9:30 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 255.1 (238.2) to permit a side yard setback of 27.5 feet in lieu of the required 30 feet.

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

CERTIFICATE OF PUBLICATION

TOWSON, MD., December 26, 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 December 26, 1985.

THE JEFFERSONIAN,

13 Kentville
Publisher

Cost of Advertising
22.00

CERTIFICATE OF POSTING ZONING DEPARTMENT OF BALTIMORE COUNTY Towson, Maryland

District 8th
Posted for: Variance
Petitioner: Edward A. DeWaters, Jr., et ux
Location of property: W/S of Greenspring Dr. approx. 1800' S of Timonium Rd.
Location of Sign: East side of Greenspring Drive approx. 1800' south of Timonium Road, large south side of road in front of subject property
Remarks: subject property
Posted by: *A. P. Jung*
Number of Signs: 2

PETITION FOR VARIANCE
8th Election District

LOCATION: West side of Greenspring Drive, approximately 1800 feet South of Timonium Road
DATE AND TIME: Monday, January 13, 1986 at 9:30 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 255.1 (238.2) to permit a side yard setback of 27.5 feet in lieu of the required 30 feet.

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

CERTIFICATE OF PUBLICATION

TOWSON, MD., December 24, 1985

THIS IS TO CERTIFY, that the annexed advertisement was published in THE TOWSON TIMES, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on December 24, 1985.

TOWSON TIMES,

1916-1918
Publisher

34.00

Case No. 86-271-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 November, 1985.

ARNOLD JABLON
Zoning Commissioner

Petitioners: Edward A. DeWaters, et ux
Petitioners' Attorney
Received by: *James E. Jones*
Chairman, Zoning Plans Advisory Committee

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

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 14th day of January, 1986, that the herein Petition for Variance(s) to permit a side yard setback of 27 1/2 feet in lieu of the required 30 feet be and is hereby GRANTED from and after the date of this Order.

R. B. Howard
Zoning Commissioner of
Baltimore County

AJ:bg

cc: John B. Howard, Esquire

People's Counsel

ORDER RECEIVED

DATE January 14, 1986

BY *John A. Howard*
ADMINISTRATIVE ASSISTANT

LIBER 6273 PAGE 559

THIS AMENDED AND RESTATED LEASE AGREEMENT made as of this 14th day of APRIL, 1981, by and between EDWARD A. DEWATERS, JR. and WINIFRED A. DEWATERS, his wife, of Baltimore County, State of Maryland (hereinafter collectively called "Landlord") and TIMONIUM DEVELOPMENT JOINT VENTURE, a general partnership, organized under the laws of the State of Maryland (hereinafter called "Tenant").

EXPLANATORY STATEMENT

By Lease dated April 1, 1955 and recorded among the Land Records of Baltimore County at Liber 2729, folio 86, Industrial Estates, Inc., a body corporate, demised and leased to Baltimore Drive-In Theatre Corp. certain property (hereinafter sometimes called the "Property"), consisting of two parcels of land in Baltimore County, Maryland. By Assignment dated April 1, 1955 and recorded among the aforesaid Land Records at Liber 2729, folio 100, Baltimore Drive-In Theatre Corp. assigned and transferred all of its leasehold estate and interest under said Lease to William P. Frieman and Saul G. Lerner (hereinafter collectively called "Frieman and Lerner"). Frieman and Lerner subleased the Property to Timonium Realty Corp. by Agreement of Sublease (hereinafter called the "Sublease") dated June 30, 1955 and recorded among the aforesaid Land Records at Liber 2754, folio 544.

The said Lease dated April 1, 1955 was amended by an Agreement dated December 15, 1956 and recorded among the aforesaid Land Records at Liber GLB 3080, folio 170 between Industrial Estates, Inc. and Timonium Realty Corp. and was further amended by a Supplemental Agreement between the same parties dated February 17, 1958 and recorded among the aforesaid Land Records at Liber GLB 3325, folio 321. The Lease dated April 1, 1955 as amended by the Agreement dated December 15, 1956 and as further amended by the Supplemental Agreement dated February 17, 1958 is hereinafter referred to as the "Lease."

LIBER 6273 PAGE 560

By Deed dated March 31, 1961 and recorded among the aforesaid Land Records at Liber 3830, folio 621, the reversionary interest of Industrial Estates, Inc. in the first parcel of land described in the Lease, consisting of approximately 29.766 acres, was granted and conveyed to Edward A. DeWaters, Sr., and Edward A. DeWaters, Jr. (hereinafter collectively called "DeWaters"). By Deed dated May 19, 1965 and recorded among the aforesaid Land Records at Liber GLB 4461, folio 63, DeWaters granted and conveyed the reversionary interest in said first parcel described in the aforesaid Lease to Wilma A. Langlotz; and by Deed dated May 19, 1965 and recorded among the aforesaid Land Records at Liber GLB 4461, folio 66, Wilma A. Langlotz granted and conveyed the reversionary interest in said first parcel described in the aforesaid Lease back to DeWaters. By Deed dated January 24, 1979 and recorded among the aforesaid Land Records prior hereto DeWaters conveyed the reversionary interest in the first parcel described in said Lease to Verna E. Colder; and by Deed dated January 24, 1979 and recorded prior hereto the said Verna E. Colder conveyed said parcel to Landlord.

By Deed dated November 10, 1958 and recorded among the aforesaid Land Records at Liber 3457, folio 144, Industrial Estates, Inc. conveyed its reversionary estate in the second parcel of land described in said Lease to Baltimore County, subject to the leasehold estate mentioned in the Lease. By Deed dated February 14, 1979, Edward A. DeWaters, Sr. quit-claimed all his right, title and interest in the second parcel of land described in said Lease to Landlord.

By Assignment dated April 1, 1981 Frieman and Lerner (the said William P. Frieman having legally changed his name to "William P. Freeman") assigned all of their interest under the Lease and Sublease to Tenant, and by Agreement of Termination, Tenant, as Assignee of the interest of the Sublessor under

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LIBER 6273 PAGE 561

the Sublease, and Timonium Realty Corp. terminated the Sublease, which Agreement of Termination is recorded or intended to be recorded among the Land Records of Baltimore County prior hereto.

The Lease was for an aggregate term of ninety-eight (98) years commencing on April 1, 1955 and terminating on March 31, 2053, unless terminated prior thereto as set forth in the Lease. Landlord and Tenant desire by this Agreement to completely amend and restate the Lease in its entirety, thereby completely superceding the Lease by this Amended and Restated Lease, which is intended to set forth all of the rights and obligations of the parties hereto concerning the Property.

NOW, THEREFORE, THIS AMENDED AND RESTATED LEASE WITNESSETH

1. That for and in consideration of the rent hereinafter agreed to be paid by the Tenant to the Landlord, and the performance of the covenants on the part of the Landlord and Tenant, the Landlord does hereby lease and demise to the Tenant, and the Tenant does hereby hire and take from the Landlord, all that parcel of land situate and lying in the Eighth Election District of Baltimore County, State of Maryland, and described by metes and bounds on Exhibit A attached hereto and hereby made a part hereof; together with all right, title and interest of Landlord in and to the parcel of land described on Exhibit B attached hereto; said parcel of land described on Exhibit A and all right, title and interest of Landlord in the parcel of land described on Exhibit B being hereinafter referred to as the "Property".

2. TOGETHER WITH the improvements thereon and all the rights, alleys, ways, waters, privileges and advantages thereto belonging, or in anywise appertaining.

3. TO HAVE AND TO HOLD the above described Property, together with the improvements thereon, and all the rights, alleys, ways, waters, privileges and advantages thereto belonging or in

-3-

LIBER 6273 PAGE 563

For the five year period from March 5, 2030 to March 4, 2035 the sum of \$125,000.00 per year;

For the five year period from March 5, 2035 to March 4, 2040 the sum of \$130,000.00 per year;

For the five year period from March 5, 2040 to March 4, 2045 the sum of \$135,000.00 per year;

For the five year period from March 5, 2045 to March 4, 2050 the sum of \$140,000.00 per year;

For the period from March 5, 2050 to March 31, 2053 the sum of \$145,000.00 per year.

All of the aforesaid rents shall be payable yearly in advance, on the 5th day of March of each year. If this Amended and Restated Lease terminates before the expiration of any lease year, the rental prepaid for that year shall be prorated from the commencement of the year to the lease termination date, and Landlord shall refund to Tenant the unearned portion thereof.

(b) The Tenant agrees, as additional rent, to pay, when and as the same become due and payable, all taxes, water and sewer rents, charges for public utilities, license and permit fees, special benefit charges, and all public dues and charges levied or assessed, or hereafter levied or assessed against the Property, and the improvements thereon; such taxes, public dues and charges shall not include inheritance, estate, succession or income taxes imposed upon the Landlord, their heirs, personal representatives, successors or assigns. Tenant, its assignees, sublessee(s) or successors shall likewise pay all costs of construction of any improvements which Tenant, its assignees, sublessee(s) or successors may elect to construct on the Property including the costs of sewers and other utilities and roads.

(c) At the termination of this Lease, said taxes, public dues and charges shall be apportioned between the Landlord and Tenant, according to the proportion of the year such tenancy shall exist.

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LIBER 6273 PAGE 564

(d) In the event the Tenant shall desire to contest the legality of any taxes, public dues and charges which the Tenant is bound to pay under the provisions of this Lease, Tenant shall be at liberty upon such contest, to postpone the payment thereof, and, if necessary, to join the Landlord as party to such proceeding, provided such contest shall be promptly and diligently prosecuted at the sole expense of the Tenant, and Tenant shall pay all costs and expenses, if any, (including any attorney's fees) incurred by Landlord as a result thereof, and that such taxes, public dues and charges, and any and all interest and penalties, if any due thereon, shall be paid within thirty (30) days after the amount thereof shall have been finally determined.

5. (a) Provided that if the said rent shall be in arrear, in whole or in part, at any time, then it shall be lawful for the said Landlord, its successors and assigns, upon Landlord giving Tenant sixty (60) days written notice of such default, and after the expiration of such sixty (60) day period, to make distress therefor.

(b) And provided also that if the said rent shall be in arrear, in whole or in part, for sixty (60) days, upon likewise giving Tenant sixty (60) days written notice of such default (which notice can be the same notice given pursuant to paragraph (a) hereof), and after the expiration of such sixty (60) day period, then it shall be lawful for the said Landlord, its successors and assigns, to re-enter upon the hereby demised premises and hold the same until all arrearages of rent thereon and all expenses incurred by reason of such non-payment, shall be fully paid;

(c) And provided further, that if said rent shall be in arrear, in whole or in part, for six (6) months, upon Landlord giving Tenant sixty (60) days written notice of such default

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(which notice can be the same notice given under paragraph (a) or (b) hereof), and after the expiration of such sixty (60) day period, the Landlord, its successors and assigns, may re-enter upon the demised premises and hold the same as if this Lease had never been made; provided, however, that if Tenant or any such mortgagee, sublessee, assignee or other person entitled to notice hereunder is diligently pursuing any remedy to cure any default in this Lease (other than a default by Tenant in the payment of money including rent, additional rent, taxes, or insurance premiums), and such remedy cannot cure such default within the time limit herein specified for cure, then in that event Landlord shall forebear the exercise of any remedy hereunder for such additional time as is necessary for the Tenant, mortgagee, sublessee or such other person to cure such default; but in no event shall Landlord be required to forebear the exercise of any such remedy more than one (1) year from the date on which such default first occurred.

6. Tenant shall have the right, at all times during the continuance of this Lease, and at its own cost and expense, to make such changes, improvements, alterations and additions to the demised premises, erect such building(s) and/or improvement(s) thereon, thereunder or thereat as Tenant may desire and demolish any building(s), improvement(s), and/or structures that are now situated thereon or that may hereafter be erected. Landlord agrees to cooperate with Tenant, without expense to Landlord, in securing such permits as may be necessary to accomplish any of the work under the provisions of this Lease relating to construction, alterations, and/or building(s) to be constructed.

7. (a) If the fee simple title to, or a perpetual easement upon, the Property or any part thereof, or any or all of the building(s) thereon, shall be taken in condemnation during the

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anywise appertaining, as aforesaid, for the full term of ninety-eight (98) years, which term began on the first day of April, 1955, and shall end on the thirty-first day of March, 2053.

4. (a) The Tenant agrees to pay to the Landlord, as rent for the hereinabove described land, the following amounts:

For the one year period from March 5, 1981 to March 4, 1982 the sum of \$60,000.00;

For the one year period from March 5, 1982 to March 4, 1983 the sum of \$65,000.00;

For the one year period from March 5, 1983 to March 4, 1984 the sum of \$70,000.00;

For the one year period from March 5, 1984 to March 4, 1985 the sum of \$75,000.00;

For the five year period from March 5, 1985 to March 4, 1990 the sum of \$80,000.00 per year;

For the five year period from March 5, 1990 to March 4, 1995 the sum of \$85,000.00 per year;

For the five year period from March 5, 1995 to March 4, 2000 the sum of \$90,000.00 per year;

For the five year period from March 5, 2000 to March 4, 2005 the sum of \$95,000.00 per year;

For the five year period from March 5, 2005 to March 4, 2010 the sum of \$100,000.00 per year;

For the five year period from March 5, 2010 to March 4, 2015 the sum of \$105,000.00 per year;

For the five year period from March 5, 2015 to March 4, 2020 the sum of \$110,000.00 per year;

For the five year period from March 5, 2020 to March 4, 2025 the sum of \$115,000.00 per year;

For the five year period from March 5, 2025 to March 4, 2030 the sum of \$120,000.00 per year;

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period within which the Tenant shall have the option to purchase the Landlord's reversionary interest, as hereinafter set forth in paragraph 11 of this Amended and Restated Lease, the Tenant shall have the right, but not be obligated, to purchase the Landlord's interest in accordance with the option, and the Landlord, upon receipt of the purchase money, shall assign all its right, title and interest in and to the award in condemnation to the Tenant, and the Tenant shall be entitled to receive and collect the entire award paid in condemnation.

(b) If the Tenant shall elect not to purchase Landlord's reversionary interest, or if such condemnation shall take place before the period during which Tenant is given an option to purchase the Property, the Landlord and Tenant shall each be entitled to prosecute their respective claims in the condemnation, the Tenant shall be entitled to that portion of the award allocable to the value of the Tenant's leasehold interest in the Property in view of the fact that the Tenant shall have paid the cost of the construction of all the buildings and improvements upon the Property; the Tenant shall be entitled to any award which may be made by reason of damages to its business, and shall be entitled to any award which may be made for restoration of the portions of the buildings and improvements not taken in condemnation in the event of a partial taking in condemnation.

(c) In the event of condemnation of all of the Property hereby leased, together with the improvements thereon as an entirety, all rights and liabilities under this Lease shall cease and determine, upon the transfer of title to the condemning agency. In the event of either (i) the partial taking in condemnation of three (3) or more acres of the Property; or (ii) a partial taking which results in the remaining portion of the Property not being reasonably useable for the purposes for which it is then devoted; or (iii) as a result of a partial taking there is a deprivation of access to the remainder of the Property, then and in any of such events, at the election and option of the

Tenant this Lease may be terminated or may continue as to the portion not taken in condemnation, the rent to be reduced proportionately to the amount of the taking.

(d) The purchase option price set forth in paragraph 11 of this Amended and Restated Lease shall have no bearing in determining the fair market value of Landlord's reversionary interest, or so much thereof as is affected, by any such condemnation or taking.

8. The Tenant shall purchase, pay for and maintain in full force and effect during the term or terms of this Lease, fire insurance policy or policies, with extended coverage, in an amount equal to eighty percent (80%) of the cost of the improvements to be constructed upon the Property, in which policy or policies the Landlord and the Tenant (and Tenant's leasehold mortgagee(s), as defined in paragraph 15 of this Amended and Restated Lease) shall be the named insured; in the event of loss or damage or total destruction by fire or other casualties insured against, of the buildings and structures upon the Property, the Tenant shall repair, replace or restore said buildings to the same, or substantially the same, condition as they existed prior to such casualty (or Tenant may, at its option, construct a different building or buildings of greater value than the building or buildings which were damaged or destroyed), to the extent of the proceeds received under such fire insurance policy or policies, and should said proceeds exceed the cost of repair, replacement or restoration, such excess shall be paid to Tenant; said proceeds of said policies shall be paid to the Landlord and Tenant jointly, or to such leasehold mortgagee(s) if it or they so require, to be released for payment of the cost of such repair, replacement or restoration as the work progresses; nothing herein shall prevent the Tenant from applying additional sums toward the cost of such repairs, replacement or restoration as Tenant may determine, the liability of the Tenant for such repairs,

replacement or restoration, being limited, however, to the proceeds received under such fire insurance policies; certificates of such policies shall be furnished Landlord; such policies may contain a standard mortgagee clause in favor of any such leasehold mortgagee(s) of the interest of the Tenant in and to the Property and the improvements thereon.

9. The Tenant shall also purchase, pay for and maintain in full force and effect during the term or terms of this Lease a policy or policies of public liability insurance in limits of \$500,000.00 for injury or death of one person and \$1,000,000.00 for injuries or death arising out of one accident, and a policy or policies of property damage in the amount of \$50,000.00, in which policies the Landlord and Tenant (and such leasehold mortgagee(s) if it so requests) shall be the insured, and Tenant shall furnish Landlord certificates of such insurance.

10. (a) Landlord covenants and agrees to pay all mortgage debts, principal and interest, secured by mortgage or mortgages upon Landlord's reversionary interest in the Property, and to perform all covenants and agrees to pay any and all other liens or encumbrances occasioned by the Landlord, which may be or become liens on Landlord's reversionary interest in the Property, and in the event of any default in the payment on account of said mortgage debts or in the performance of any covenant contained therein, or in the payment of any other lien or encumbrance upon Landlord's reversionary interest in the Property, the non-payment or non-performance of which would affect or destroy the Tenant's leasehold interest in the Property, the Landlord covenants and agrees to give Tenant immediate notice in writing of such default or defaults and the extent thereof, and Tenant shall have the right, with or without such notice from Landlord, but shall not be obligated to pay such amounts or perform such acts as may be

in default and shall have the right, if such payments are made or any expenses incurred and paid in performing such acts, to charge the amounts of such payments or expenses incurred and paid against the rent thereafter accruing under this Lease until such amounts shall have been fully repaid to the Tenant; Landlord further covenants and agrees to exhibit to Tenant upon request the receipts for all payments due in accordance with the terms of any such mortgage or mortgages, both principal and interest, and for the release or payment of any other lien or encumbrance upon the Property.

(b) Landlord hereby warrants and represents that as of the date of this Amended and Restated Lease there are no mortgages, deeds of trust or other similar instruments encumbering Landlord's reversionary interest herein; and if Landlord at any time after the date of this Amended and Restated Lease executes any mortgage, deed of trust or other similar instrument encumbering said reversionary interest, the mortgage, deed of trust or other similar instrument shall contain an express provision that it is subject to this Lease and all of the rights of Tenant, its successors or assigns, under this Amended and Restated Lease.

(c) Any mortgage, deed of trust or similar instrument now or hereafter encumbering Tenant's leasehold interest in the Property described in this Amended and Restated Lease, or any portion thereof, shall at all times be subject to and subordinate to Landlord's reversionary interest under this Amended and Restated Lease, and all of the terms and provisions of this Amended and Restated Lease. Any mortgage, deed of trust or other encumbrance hereafter made by Tenant shall not constitute a lien on Landlord's reversionary interest in the Property.

11. (a) Landlord hereby gives and grants to Tenant, its successors and assigns, the right and option to purchase the Property, in fee simple, and to redeem the rent herein reserved, at any time after the expiration of thirty (30) years from the

date of this Amended and Restated Lease, by giving Landlord sixty (60) days written notice of Tenant's election to purchase the Property. The purchase price shall be \$2,800,000.00, payable as hereinafter provided.

(b) In the event Tenant exercises its option to purchase in accordance with the provision of paragraph 11(a) hereof, settlement shall be made within sixty (60) days from the date of Tenant's notice exercising such option, and upon payment of the purchase price and accrued rent to date of settlement, Landlord shall convey the Property to Tenant, its successors and assigns, by deed containing covenants of special warranty and further assurances, conveying Landlord's reversionary interest under this Lease by good and merchantable title, in fee simple, free of liens and encumbrances, and free, clear and discharged of and from the aforesaid rents and all of the covenants herein contained; provided, however, that Tenant shall remain liable for any unpaid rent then due and owing to Landlord. Notwithstanding the foregoing, Landlord may, at its election, (provided it so notifies tenant in writing at least thirty (30) days prior to settlement) elect to restructure the sale as an installment sale, rather than an all cash sale as hereinabove provided. If Landlord elects an installment sale, such notice shall specify that Landlord elects to receive a certain specified portion of the purchase price in cash at the settlement, and that the remainder of the purchase price shall be deferred and payable in one or more annual installments thereafter (not, however, to exceed ten (10) such installments), together with interest at the then current "prime rate" (which is hereby defined as the rate of interest charged by Maryland National Bank, its successors or assigns, to its most credit worthy commercial borrowers), said prime rate to be adjusted as of the first of each month until the full amount of

the deferred portion of the purchase price is repaid. If Landlord elects an installment sale as aforesaid, the deferred balance of the purchase price, together with interest thereon, shall be secured by a purchase money mortgage (hereinafter called the "PM Mortgage") from Tenant to Landlord, which PM Mortgage shall be executed and delivered simultaneously with the execution of the deed conveying Landlord's reversionary interest to Tenant; said PM Mortgage shall be subject and subordinate to all mortgages, deeds of trust and other liens and encumbrances then encumbering the Property, and shall likewise be subject and subordinate to any mortgage(s) or deed(s) of trust made by Tenant to secure a loan or loans made from time to time to finance the payment of the purchase price to Landlord and each installment thereof, including the cash portion thereof and the deferred installments and interest thereon, and any settlement costs payable by Tenant in connection with any such mortgage(s), or deed(s) of trust, including lender's attorney's fees, title costs, documentary stamp taxes, loan origination fees, etc. Landlord agrees to execute such instrument(s) as may be necessary to effectuate such subordination.

(c) The PM Mortgage shall be a lien on the same percentage of the Property as the deferred balance of the purchase price paid to Landlord bears to the total thereof. Accordingly, if the Landlord elects an installment sale as aforesaid and Landlord receives 30% of the total purchase price at settlement, the PM Mortgage shall cover 70% of the Property (the Tenant to have the right to designate which portion of the Property is to be covered by the PM Mortgage); and when and as installment payments are made by Tenant to Landlord, Landlord shall release pro-rata portions of the Property from the legal operation and effect of the PM Mortgage upon submission of releases by Tenant, the cost of preparing and recording all such releases to be paid by

Tenant. Moreover, if Tenant wishes to release from the operation and effect of the PM Mortgage more of the Property than Tenant would be entitled to have released in accordance with the foregoing provisions ("excess release"), Landlord agrees to execute such release or releases, either at settlement or thereafter upon written request by Tenant, provided Tenant gives Landlord a letter of credit issued by a national bank doing business in Maryland, which letter of credit shall guarantee payment of that portion of the deferred purchase price which the "excess release" bears to the total purchase price. For example, if at settlement Tenant pays 30% of the purchase price, the PM Mortgage would cover 70% of the Property (or 20.83 acres) as hereinabove set forth; assuming Tenant desires to have the "excess release" of two additional acres before Tenant makes any additional principal payments to Landlord, Tenant would be entitled to procure such "excess release" provided Tenant gives Landlord a letter of credit as aforesaid in the amount of \$188,134.11 (2/29.766 X \$2,800.00).

(d) All costs of transfer taxes, documentary stamp taxes and any other similar charges with respect to the deed of conveyance referred to in paragraph (b), shall be paid by Tenant. Any such costs with respect to the purchase money mortgage, if Landlord elects an installment sale as provided in paragraph (b), shall be paid by Landlord.

(e) In addition to the rights and options hereinabove granted, Tenant shall also have the first right of refusal to purchase Landlord's reversionary interest under this Amended and Restated Lease from Landlord at any time during the remainder of the term of this Amended and Restated Lease, under the following terms and conditions: If at any time during the term of this Amended and Restated Lease Landlord receives a bona fide offer to purchase the reversionary interest in the Property, Landlord shall be required prior to consummating such sale to send Tenant written

notice of such offer and of the name and address of the party making the same. Tenant shall have thirty (30) days from the date of such notice to exercise its right of first refusal under the same terms and conditions as are set forth in the notice from Landlord. If Tenant wishes to exercise its right of first refusal, it shall be required to give Landlord written notice thereof within such thirty (30) day period. If Tenant fails to give such written notice to Landlord or if Tenant rejects such offer, Landlord shall be free to sell its reversionary interest in the Property to the party making such offer, subject to the provisions of this Amended and Restated Lease, but free and clear of any right of first refusal on the part of Tenant and the provisions of this paragraph 11(e) shall become null and void, but all the remaining provisions of this Amended and Restated Lease (including the provisions of paragraphs 11(a), 11(b), 11(c), 11(d) and 11(f) hereof) shall remain in full force and effect. If Tenant gives Landlord written notice within such thirty (30) day period of Tenant's exercise of such right of first refusal, settlement shall be made upon the expiration of sixty (60) days from the date of the notice from Tenant exercising such right of first refusal and, upon payment of the purchase price and accrued rent to date of settlement, Landlord shall convey its reversionary interest in the Property to Tenant by deed containing covenants of special warranty and further assurances, by good and merchantable title, free of liens and encumbrances, and free, clear and discharged of and from the aforesaid rents and all of the covenants herein contained. If for any reason Tenant neglects or fails to exercise its right of first refusal after notice as aforesaid from Landlord of a bona fide offer to purchase the reversionary interest in the Property, but Landlord fails or refuses to consummate the sale to the party making such offer, Tenant's right of first refusal shall continue in full force and effect.

(f) The rent paid by Tenant to Landlord hereunder shall not be credited against or deducted from the purchase price payable to Landlord in the event Tenant exercises any purchase option or first refusal right contained in this paragraph 11.

12. Tenant shall have the right and privilege of assigning this Amended and Restated Lease or subletting the whole or any part of the Property and the improvements thereon. Upon such assignment, the assignor shall be released from all further liability hereunder; provided such assignment takes place after completion of improvements having at least 200,000 square feet of floor area upon the leased premises as provided in paragraph 13 hereof, in which event the liability of the assignee shall be limited solely to its interest in the Property, including all land and improvements erected thereon as provided in paragraph 13 hereof. Landlord shall have the right and privilege of assigning its reversionary interest hereunder; provided any such assignment shall be subject to Tenant's first right of refusal as set forth in paragraph 11(e) hereof.

13. All covenants herein contained shall bind and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns; provided, however, that from and after the expiration of seven (7) months from the date Tenant completes construction of improvements upon the Property having an aggregate floor area of 200,000 square feet or more, the liability of Tenant, its successors and assigns, under this Amended and Restated Lease shall at all times thereafter be limited solely to Tenant's interest in the Property, including all buildings and improvements erected thereon; and from and after such date neither Tenant nor any successor or assignee of Tenant shall be personally or individually liable or responsible for the performance of any of Tenant's obligations under this Amended and Restated Lease.

Notwithstanding the foregoing, if at the expiration of such seven (7) month period, any mechanic's liens or mechanic's lien claims have been filed against the Property, the exculpatory provisions of the preceding sentence shall not become effective until (i) final judgment in Tenant's favor as to such lien or liens; (ii) payment and release of record of such lien or liens, or (iii) release of such lien or liens by bond or otherwise by Landlord as permitted by applicable statutes or rules of court.

14. All notices required or permitted to be given by either of the parties hereto to the other shall be sent by registered or certified mail to the last known or designated address of the other party. The present address of Landlord is 7012 Heathcoate Drive, Kingsville, Maryland 21087; the present address of Tenant is 1204 Fidelity Building, Baltimore Maryland 21201; and the present address of the current leasehold mortgagee is The Equitable Trust Company, Post Office Box 1556, Baltimore, Maryland 21203, Attention: Mr. Charles H. W. Effinger, Jr., Vice President. Such notices shall be sent to the above designated addresses until either party notifies the other in writing by United States registered or certified mail of a change of address.

15. Tenant and every successor and assignee of Tenant (including but not limited to any sublessee of Tenant) is hereby given the right by Landlord, in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its interest in this Amended and Restated Lease, or any part or parts thereof, or any sublease(s) under one or more leasehold mortgage(s) and to assign this Amended and Restated Lease, or any part or parts thereof, and any sublease(s) as collateral security for such mortgage(s), upon the condition that all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Amended and Restated Lease, and to all rights

and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest, except as expressly provided herein. If Tenant and/or Tenant's successors and assigns (including but not limited to any sublessee of Tenant) shall mortgage their leasehold interest or any part or parts hereof, and if the holder(s) of such mortgage(s) shall, within thirty (30) days of its execution, send to Landlord written notice specifying the name and address of the mortgagee, Landlord agrees that so long as any such leasehold mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to the Landlord, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Amended and Restated Lease by joint action of Landlord and Tenant without the prior consent in writing of the leasehold mortgagee(s). Tenant shall not exercise any purchase option or right of first refusal pursuant to paragraph 11 hereof without the prior consent in writing of the leasehold mortgagee(s).

(b) Landlord, shall upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder(s) of such leasehold mortgage(s) who have given Landlord written notice as aforesaid, which default notice shall be served upon such leasehold mortgagee(s) in the manner specified in paragraph 14 of the Amended and Restated Lease; and no notice of default from Landlord pursuant to this Lease shall be valid unless a copy of the notice is given to the holder(s) of such leasehold mortgage(s). (For the purpose of satisfying the terms and conditions of this provision of the Lease, the name and address of the current leasehold mortgagee is set forth in paragraph 14 hereof). The leasehold mortgagee(s) shall thereupon have the

same period, after service of such notice upon it or them, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such leasehold mortgagee(s) as if the same had been performed by Tenant.

(c) Anything herein contained notwithstanding, while such leasehold mortgage(s) remains unsatisfied of record, or until written notice of satisfaction is given by the holder(s) to Landlord, if any default shall occur which, pursuant to any provision of this Amended and Restated Lease entitles Landlord to terminate the Lease and if before the expiration of sixty (60) days following the date of service of termination upon such leasehold mortgagee(s) (it being understood and agreed that such termination notice may be the same 60-day notice given by Landlord pursuant to paragraph 5(c) of this Amended and Restated Lease), any such leasehold mortgagee shall have notified Landlord of its or their desire to nullify such notice and shall have paid to Landlord all rent and other payments herein provided for, and then in default, then in such event Landlord shall not be entitled to terminate the Lease and any notice of termination theretofore given shall be void and of no effect.

(d) Landlord agrees that in the event of termination of the Lease by reason of any default by Tenant other than for non-payment of rent or additional rent and other payments herein provided for, Landlord will enter into a new lease for the Property with any such leasehold mortgagee(s) or its nominee(s) for the remainder of the term, effective as of the date of such termination, at the rent and upon the terms, provisions, covenants and agreements as herein contained and subject to the rights, if any, of any parties then in possession of the Property, or any portion thereof, provided:

(i) Said mortgagee or its nominee shall make written request upon Landlord for such new lease within sixty (60) days after the date of such termination and such written request is accompanied by payment to Landlord of sums then due to Landlord under the Lease;

(ii) Said mortgagee, or its nominee shall pay to Landlord at the time of the execution and delivery of said new lease, any and all sums which would at the time of the execution and delivery thereof, be due pursuant to the Amended and Restated Lease, but for such termination, plus interest thereon at the then existing "prime rate" (as defined in paragraph 11(b) hereof) from the due date of such sums to the date of payment; and in addition thereto, any expenses, including reasonable attorneys' fees, to which Landlord shall have been subjected by reason of such default;

(iii) Said mortgagee, or its nominee shall perform and observe all covenants herein contained on Tenant's part to be performed and shall further remedy any other conditions which Tenant under the terminated Lease was obligated to perform under the terms of this Amended and Restated Lease. If there are more than one leasehold mortgagee who makes the written request on Landlord in accordance with subparagraph (i) hereof, the leasehold mortgagee whose mortgage or deed of trust was recorded first among the Land Records of Baltimore County shall be the one with whom Landlord shall be required to enter into such new lease in accordance with the provisions of this paragraph (d).

(e) The leasehold mortgagee(s) shall be given notice of any legal proceedings by the parties hereto, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such

intervention. In the event that the leasehold mortgagee(s) shall not elect to intervene or become a party to such proceedings, the leasehold mortgagee(s) shall receive notice of and a copy of any award or decision made in such proceedings.

(f) The holder(s) of the leasehold mortgage(s) shall be named as an insured, as its or their interest may appear, in all policies of insurance carried by Tenant pursuant to the provisions of this Amended and Restated Lease. Duplicate originals of the policies of such insurance shall be held by the holder(s) of any such leasehold mortgage(s). If duplicate originals of such policies are not obtainable, certified copies thereof shall be delivered to Landlord. The proceeds of such insurance in case of loss shall be paid to, and deposited with, the holder(s) of the leasehold mortgage(s) and said holder(s) shall disburse said proceeds for the purpose of rebuilding, restoring and repairing the premises, and all proceeds shall be deemed trust funds to be used by Tenant for the purpose of rebuilding, restoring and repairing. Tenant hereby nominates and appoints the holder(s) of the leasehold mortgage(s), its agent(s) and attorney(s)-in-fact in Tenant's name, place and stead, to file proofs of claim, settle and adjust any losses or claims arising under any policy of insurance carried by Tenant pursuant to the provisions of this Amended and Restated Lease.

(g) The parties hereto shall give the holder(s) of the leasehold mortgage(s) written notice of any condemnation proceedings affecting the Property. The said holder(s) shall have the right to intervene and be made a party to any such condemnation proceedings and the parties hereto hereby consent that the

said holder(s) may be made such party or intervenor. Tenant's interest in any award or damages for such taking is hereby set over, transferred and assigned by Tenant to the said holder(s) of the leasehold mortgage(s) to the extent of the balance of any principal, interest or other payment due or which shall thereafter accrue or become due to the said holder(s).

16. From time to time during the term of the Lease, Landlord agrees to submit to Tenant, within 15 days following written request therefor, a certificate:

(a) Stating that the Amended and Restated Lease is in full force and effect as of the date of such certificate and that Landlord has no knowledge of any default by Tenant thereunder; or

(b) If Landlord knows of any such default, specifically stating the nature of such default and listing the steps necessary to cure the same.

17. As used in this Amended and Restated Lease, the term "mortgage" shall include deeds of trust and other security instruments and the term "mortgagee" shall include note holders and other beneficiaries or trustees of such deeds of trust or security instruments.

18. If at any time during the term of the Lease any third party performs any of the terms, covenants or agreements on the part of Tenant to be performed under this Amended and Restated Lease, such performance shall be considered to be due performance by Tenant of such term, covenant or agreement so performed.

19. Landlord covenants that Tenant, its successors and assigns, upon paying the rent specified in this Amended and Restated Lease, and upon observing and performing all of the covenants herein contained on its part to be observed and performed, shall and may peaceably and quietly have, hold and enjoy the Property hereby leased, without disturbance or eviction by

Landlord, or by any person or persons lawfully claiming by, from or under Landlord.

20. Landlord shall, without subjecting itself to any costs, liabilities or expense in connection therewith, at the request of Tenant from time to time (and without obligation on Tenant's part to make any payment to Landlord), execute or join in the execution of:

(a) Plats of subdivision, record plats, dedication of streets to public use and deeds or other grants of rights-of-way and easements for the installation and maintenance of sanitary sewers, storm drainage water, electricity and other utilities;

(b) Applications for special exceptions or variances under Baltimore County Zoning Codes and Regulations; provided nothing herein contained shall require Landlord to execute such applications for any zoning reclassifications; and

(c) Such cross-easements, restrictions, covenants and agreements (including but not limited to those related to use, utilities, parking, ingress and egress) as shall be required by Tenant, its successors or assigns, in the development of the Property by Tenant, its successors or assigns.

21. (a) Tenant has advised Landlord that Tenant may sublease portions of the Property to a sublessee or sublessees who may expend considerable sums of money to outfit or improve their subleased premises, and that such sublessee(s) may request protection against eviction from the subleased premises or termination of its sublease in the event of a default by Tenant under this Amended and Restated Lease. Landlord agrees that upon request of Tenant or a sublessee, Landlord will enter into an agreement (the "Non-Disturbance Agreement") with the sublessee(s) which Non-Disturbance Agreement shall be in recordable form, and shall provide in substance that so long as the sublessee(s) is not in default in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of its

BEGINNING for the same at a stone heretofore planted at the beginning of the land which by Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. No. 2515, folio 267, was conveyed by William R. Price and wife to Industrial Estates, Inc., said point being also at the end of the fourth or South 82 degrees 45 minutes East, 478.83 ft. line of land which by Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife to Industrial Estates, Inc., running thence and binding reversely on the fourth, third, second, first and part of the last line in last mentioned Deed Bracklein to Industrial Estates, Inc., the six following courses and distances, as now surveyed:

North 82 degrees 32 minutes 20 seconds West, 478.83 ft.
North 20 degrees 04 minutes 20 seconds West, 54.42 ft.
North 54 degrees 55 minutes 50 seconds East, 191.42 ft.
North 8 degrees 11 minutes 10 seconds West, 535.55 ft.
North 80 degrees 31 minutes 40 seconds West, 49.17 ft.

thence by a curve to the left with a radius of 4683.66 ft. for a distance of 480.92 ft. (the chord of said arc being North 00 degrees 43 minutes 08 seconds East, 480.72 ft.) to the beginning of the eighth or due East 476.45 ft. line of land which by Deed dated January 3, 1955, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2624, folio 186, was conveyed by Industrial Estates, Inc. to Sangster Holdings, Inc., running

EXHIBIT A

Liber G.L.B. 4461, Folio 63 from the said Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr. to Wilma A. Langlotz; (v) Deed dated May 19, 1955 and recorded among the aforesaid Land Records at Liber G.L.B. 4461, Folio 66 from the said Wilma A. Langlotz to the said Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr.; (vi) Deed dated January 24, 1979 and recorded among the aforesaid Land Records at Liber G.L.B. Folio 387 from the said Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr. to Verna E. Collier; and (vii) Deed dated January 24, 1979 and recorded among the aforesaid Land Records at Liber G.L.B. 5983, Folio 387 from the said Verna E. Collier to Edward A. Dewaters, Jr. and Winifred A. Dewaters, his wife.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances, and advantages thereto belonging or in any wise appertaining; and also together with assignors' reversionary interest in the aforesaid Sublease dated June 30, 1955 from assignors to Timonium Realty Corp., which Sublease is recorded among the aforesaid Land Records at Liber 2754, Folio 544.

TO HAVE AND TO HOLD the said described property and premises to the said TIMONIUM DEVELOPMENT JOINT VENTURE, its successors and assigns, for all of the residue of the term of years yet to come and unexpired under the aforesaid Lease dated April 1, 1955 between Industrial Estates, Inc. and Baltimore Drive-In Theatre Corp., as amended; subject to the legal operation and effect of the aforesaid Sublease dated June 30, 1955 from assignors to Timonium Realty Corp.

AND the said parties of the First Part hereby covenant that to the best of their knowledge they have not done or suffered to be done any act, matter, or thing whatsoever, to encumber the property hereby conveyed; and that they will execute such further assurances of this Assignment as may be requisite.

AND the said TIMONIUM DEVELOPMENT JOINT VENTURE joins herein and hereby indemnifies and saves assignors harmless from any claims, demands, expenses, actions, judgments, obligations and liabilities arising under the aforesaid Lease (including, without limitation, attorneys' fees through all appeals, if any) or out of, or in any way connected with,

BEGINNING for the same at a point of intersection of a line drawn southeasterly from and at right angles to the southeasternmost side of Timonium Road at a distance of 19.5 feet northeasterly from Green Spring Drive and a line drawn northeasterly and at right angles to the industrial access road now called Green Spring Drive at a distance of 9.0 feet southeasterly from Timonium Road, and running thence parallel to Timonium Road North 58° 24' 55" East 20 feet, thence parallel to Green Spring Drive South 31° 38' 38" East 40 feet, thence South 58° 24' 55" West 20 feet, and thence North 31° 38' 38" West 40 feet to the place of beginning.

07501** 2015552 10-C-21
07521** 2015552 10-C-21
07531** 2015552 10-C-21
07541** 2015552 10-C-21

EXHIBIT B

dated April 1, 1955 between Industrial Estates, Inc. and Baltimore Drive-In Theatre Corp., as amended, as aforesaid, and under the aforesaid Sublease dated June 30, 1955 from assignors to Timonium Realty Corp. (i) from and after the date of this Assignment; and (ii) prior to the date of this Assignment if caused by or arising out of an Agreement dated July 12, 1979 between assignors and assignee (the "1979 Agreement").

From and after the date hereof the Party of the Second Part accepts this Assignment and assumes all of the terms and conditions of said Lease and said Sublease. This Assignment is made without recourse and without representation or warranty of any kind, except as may be expressly set forth herein or in the 1979 Agreement.

WITNESS the hands of the parties hereto as of the day and year first above written.

WITNESS:
Richard P. Freeman
Richard P. Freeman
Saul G. Lerner

TIMONIUM DEVELOPMENT JOINT VENTURE
By: *Allen Kayne*
Allen Kayne, Managing General Partner
By: *Leroy M. Merritt*
Leroy M. Merritt, Managing General Partner

STATE OF FLORIDA, COUNTY OF DALLAS, to-wit:
I HEREBY CERTIFY that on the 27th day of March, 1981, before me, the subscriber, a Notary Public of the State of Florida, personally appeared WILLIAM P. FREEMAN, known to me (or satisfactorily proven) to be one of the persons whose names are subscribed to the within instrument, and he acknowledged the same for the purposes therein contained, and in my presence signed and sealed the same.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: 10-1-81
NOTARY PUBLIC

thence and binding on the eighth, ninth, tenth lines of last mentioned Deed the three following courses and distances, as now surveyed:

South 89 degrees 47 minutes 20 seconds East, 476.45 ft.
North 00 degrees 12 minutes 40 seconds East, 411.76 ft.
North 40 degrees 12 minutes 40 seconds East, 275.00 ft.

running thence for a line of division and binding on the Westernmost side of a proposed road (60 ft. wide) with the use thereof in common with others the three following courses and distances:

South 18 degrees 44 minutes 52 seconds East, 620.25 ft.

thence by a curve to the right with a radius of 2386.59 ft. for a distance of 389.05 ft. (the chord of said arc being South 14 degrees 04 minutes 28 seconds East, 388.89 (ft.) and South 9 degrees 24 minutes 04 seconds East, 805.01 ft., thence leaving the aforesaid Westernmost side of the proposed road (60 ft. wide) and still running for a line of division South 80 degrees 34 minutes 12 seconds West, 634.55 ft. to the place of beginning.

Containing 29.766 acres of land, more or less.

Subject, however, to an easement for a railroad spur or siding 40 feet wide along the eighth line of the above

described land, and across the aforesaid 60 foot road.

BEING part of land which by Deeds described as follows, was conveyed to Industrial Estates, Inc.:

Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2515, folio 267, was conveyed by William R. Price and wife.

Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife.

Deed dated July 22, 1955, and recorded among the Land Records of Baltimore County in Liber G. L. B. 2624, folio 186, was conveyed by Edgar P. Hills and wife. *Rec'd for record APR 3 1981 Per Elmer H. Kahline, Jr., Clerk*
Receipt No. 10500

STATE OF FLORIDA, COUNTY OF BROWARD, to-wit:

I HEREBY CERTIFY that on this 28th day of March, 1981, before me, the subscriber, a Notary Public of the State of Florida, personally appeared SAUL G. LERNER, known to me (or satisfactorily proven) to be one of the persons whose names are subscribed to the within instrument, and he acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 10-1-81
NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF BALTIMORE, to-wit:

I HEREBY CERTIFY that on this 1st day of May, 1981, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ALLEN KAYNE and LEROY M. MERRITT, Managing General Partners of TIMONIUM DEVELOPMENT JOINT VENTURE known to me (or satisfactorily proven) to be two of the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for and on behalf of the said TIMONIUM DEVELOPMENT JOINT VENTURE for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: 11-1-81
NOTARY PUBLIC

THIS ASSIGNMENT made this 1st day of April, 1981 by and between WILLIAM P. FREEMAN, formerly WILLIAM P. FREEMAN, of the State of Florida, County of Dade, and SAUL G. LERNER of the State of New York, County of Nassau, of the First Part, and TIMONIUM DEVELOPMENT JOINT VENTURE, a General Partnership organized under the laws of the State of Maryland, of the Second Part.

WITNESSETH, That in consideration of the sum of One Hundred Ninety Five Thousand (\$195,000.00) Dollars, the said WILLIAM P. FREEMAN and SAUL G. LERNER do grant and assign to the said TIMONIUM DEVELOPMENT JOINT VENTURE, its successors and assigns, all of assignors' leasehold interest in and to a certain Lease dated April 1, 1955 and recorded among the Land Records of Baltimore County at Liber 2729, Folio 86, from Industrial Estates, Inc. to Baltimore Drive-In Theatre Corp., relating to certain real property situate in Baltimore County, Maryland, and described as follows, that is to say:

BEING all those parcels of land described by metes and bounds on Exhibit "A" attached hereto and hereby made a part hereof.

BEING the same property which by Assignment dated April 1, 1955 and recorded among the aforesaid Land Records at Liber 2729, Folio 100, was assigned and transferred by Baltimore Drive-In Theatre Corp. to the within assignors. BEING also the same property which the within assignors subleased to Timonium Realty Corp. by Agreement of Sublease dated June 30, 1955 and recorded among the aforesaid Land Records at Liber 2754, Folio 544. See also the following: (i) Agreement dated December 15, 1956 and recorded among the aforesaid Land Records at Liber G.L.B. 3080, Folio 170 between Industrial Estates, Inc. and Timonium Realty Corp. amending the aforesaid Lease dated April 1, 1955; (ii) Supplemental Agreement between the same parties dated February 17, 1958 and recorded among the aforesaid Land Records at Liber G.L.B. 3325, Folio 321 further amending said Lease; (iii) Deed dated March 30, 1961 and recorded among the aforesaid Land Records at Liber 3830, Folio 621, by which the reversionary interest of Industrial Estates, Inc. in said Lease was granted and conveyed to Edward A. Dewaters, Sr. and Edward A. Dewaters, Jr.; (iv) Deed dated May 19, 1965 and recorded among the aforesaid Land Records at

EXHIBIT "A"

ALL those two pieces or parcels of land situate and lying in the Eighth Election District of Baltimore County, State of Maryland, and described as follows:

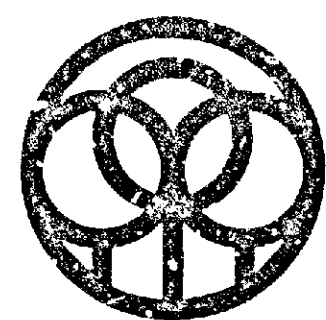
BEGINNING for the first thereof at a stone heretofore planted at the beginning of the land which by Deed dated July 14, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2515, folio 267, was conveyed by William R. Price and wife to Industrial Estates, Inc., said point being also at the end of the fourth or South 82 degrees 45 minutes East, 478.83 feet line of land which by Deed dated November 26, 1954, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2599, folio 144, was conveyed by Calvin K. Bracklein and wife to Industrial Estates, Inc., running thence and binding reversely on the fourth, third, second, first and part of the last line in last mentioned Deed Bracklein to Industrial Estates, Inc., the six following courses and distances, as now surveyed:

North 82 degrees 32 minutes 20 seconds West, 478.83 feet.
North 20 degrees 04 minutes 20 seconds West, 54.42 ft.
North 54 degrees 55 minutes 50 seconds East, 191.42 ft.
North 8 degrees 11 minutes 10 seconds West, 535.55 ft.

North 80 degrees 31 minutes 40 seconds West, 49.17 ft.
thence by a curve to the left with a radius of 4683.66 ft. for a distance of 480.92 ft. (the chord of said arc being North 00 degrees 43 minutes 08 seconds East, 480.72 ft.) to the beginning of the eighth or due East 476.45 ft. line of land which by Deed dated January 3, 1955, and recorded among the Land Records of Baltimore County in Liber G.L.B. 2624, folio 186, was conveyed by Industrial Estates, Inc. to Sangster Holdings, Inc., running thence and binding on the eighth, ninth, tenth lines of last mentioned Deed the three following courses and distances, as now surveyed:

South 89 degrees 47 minutes 20 seconds East, 476.45 ft.
North 00 degrees 12 minutes 40 seconds East, 411.76 ft.
North 40 degrees 12 minutes 40 seconds East, 275.00 ft.

TRANSMITTAL

DAFT-MCUNE-WALKER, INC.
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: (301) 296-3333

To: BALTO. COUNTY Date: 10/17/85
ZONING DEV. CONTROL SECT. Job no.: 78060-C
Attention: DAVE SWAN
Reference: TIMONIUM BUSINESS PARK

Gentlemen:
We are sending you ☒ Attached ☐ under separate cover ☐ via _____
☐ Shop drawings ☐ Samples ☐ Plans
☐ Specifications ☐ _____

Copies	Date	Number	Description
3			PETITION FOR ZONING VARIANCE
10			PLAT TO ACCOMPANY PETITION
3			DESCRIPTION
1			RECORDED LEASE

These are transmitted as checked below: CHECK #1012 (DMW) \$100.00

☐ For approval ☐ Approved as submitted ☐ Resubmit ☐ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ☐ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ☐ corrected prints
☐ For review and comment ☐ _____

Remarks _____

cc: LEROY MERRITT Signed: J. Robert Green

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner Date: December 30, 1985
Norman E. Gerber, AICP, Director
FROM: Office of Planning and Zoning
SUBJECT: Zoning Petitions No. 86-271-A, 86-275-A, 86-277-A, 86-278-A,
86-279-A and 86-280-A

There are no comprehensive planning factors requiring comment on these petitions.

NEG:JGH:alm

Norman E. Gerber
Norman E. Gerber, AICP
Director

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

December 11, 1985

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

000

Mr. J. Robert Green
Daft-McCune-Walker, Inc.
200 East Pennsylvania Avenue
Towson, Maryland 21204

RE: Item No. 153 - Case No. 86-271-A
Petitioners - Edward A. DeWaters, et ux
Variance Petition

Dear Mr. Green:

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.

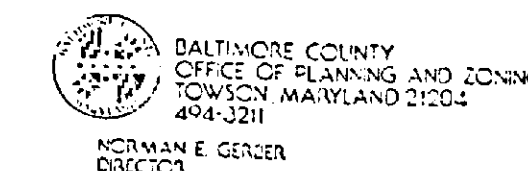
Very truly yours,

James E. Dyer
JAMES E. DYER
Chairman
Zoning Plans Advisory Committee

JED:nr

Enclosures

cc: Mr. Leroy M. Merritt
Timonium Development Joint Venture
2056 Lord Baltimore Drive
Baltimore, Maryland 21207



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

DECEMBER 13, 1985

Re: Zoning Advisory Meeting of NOVEMBER 5, 1985
Item # 153
Property Owner: EDWARD A. DEWATERS, et ux
Location: W/S GREENSPRING DRIVE, 1800 FEET S. OF TIMONIUM RD.

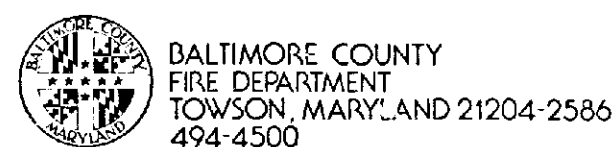
Dear Mr. Jablon:

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

- ☒ There are no site planning factors requiring comment.
- ☒ 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.
- ☒ 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 22-99 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 _____.
- ☒ Landscaping must comply with Baltimore County Landscape Manual, Bill 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 its conditions change are re-evaluated annually by the County Council.

cc: James Howell

Enrique A. Bator
Chair, Current Planning and Development



PAUL H. RENCKE

CHIEF

November 21, 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: Edward DeWaters, et ux

Location: W/S Greenspring Drive, 1800 feet S of Timonium Road

Item No.: 153 Zoning Agenda: Meeting of November 5, 1985

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 _____

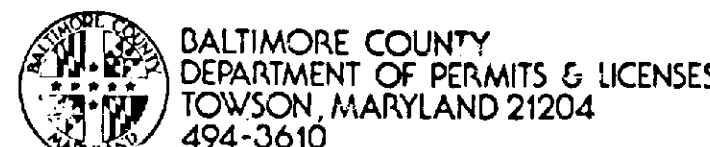
EXCEEDS the maximum allowed by the Fire Department.

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

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

REVIEWER: John F. O'Neill Noted and Approved: John F. O'Neill
Planning Group
Special Inspection Division

mb



TED ZALESKI, JR.

DIRECTOR

December 6, 1985

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

Dear Mr. Jablon:

Comments on Item # 153 Zoning Advisory Committee Meeting are as follows:

Property Owners: Edward A. DeWaters, et ux
Location: W/S Greenspring Drive, 1800 feet S of Timonium Road
District: 6th.

APPLICABLE CODES AND ORDINANCES:

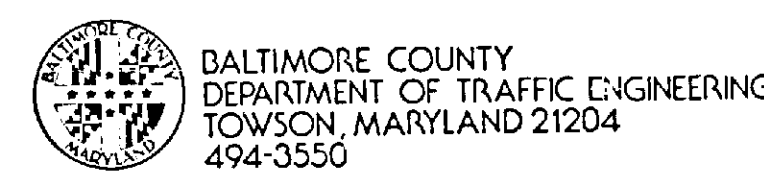
- 1. All structures shall conform to the Baltimore County Building Code as adopted by Council Bill #17-85, the Maryland Code for the Handicapped and Aged (A.D.A.), Bill #1-1 - 1961, and other applicable Codes and Standards.
- 2. A building and other miscellaneous permits shall be required before the start of any construction.
- 3. 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.
- 4. 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. Reproduced seals are not acceptable.
- 5. All Use Groups except Bul Single Family Attached Dwellings require a minimum of 1 hour fire rating for exterior walls closer than 6'-0" to an interior lot line. Bul Use Groups require a one hour wall if 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 501.1, Section 507, Section 506.2 and Table 502. No openings are permitted in an exterior wall within 3'-0" of an interior lot line.
- 6. 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 501 and 505 and have your Architect/Engineer contact this department.
- 7. The requested variance appears to conflict with Section(s) _____ of the Baltimore County Building Code.
- 8. When filing for a required Change of Use/Grouping Permit, an alternative 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.

NOTE:

- 1. 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 #17-85. Site plans shall show the correct elevations above sea level for the lot and the finished floor levels including basement.
- 2. Comments: Buildings shall comply with Section 501.1 and 501.2 for construction and height/area. See Section 502.0 and/or Table 501.2 as relates to setbacks. Plans shall show compliance to the State Handicapped Code. No indication of handicapped parking, signs, ramps, curb cuts, etc. is provided.
- 3. These abbreviated comments reflect only on the information provided by the developer 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 seek additional information by visiting Room 112 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

Charles S. Smith
Building Plans Review

LJ27/85



STEPHEN E. COLLINS

DIRECTOR

November 18, 1985

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

Item No. -ZAC-
Property Owner:
Location:
Existing Zoning:
Proposed Zoning:

Acres:
District:

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for items numbered 151, 152, 153, 155, 156, & 159.

Michael S. Flanagan
Michael S. Flanagan
Traffic Engineer Associate II

MSF/bld

