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IN RE: PETITION FOR VARIANCE * BEFORE THE
SW/corner of Frederick Road *
and Delrey Avenue * DEPUTY ZONING COMMISSIONER
(501 Frederick Road) - *
1st Election District * OF BALTIMORE COUNTY

Abrams-Management Corporation, * Case No. 86-398-A

Petitioner *

* * * * *

The Petitioner herein requests a variance to permit 44 parking spaces in lieu of the required 49 parking spaces.

At the onset of the hearing, Counsel for the Petitioner moved to amend the Petition to allow 44 parking spaces in lieu of the required 48 parking spaces, and to indicate that Abrams-Management Corporation is the lessee owning a leasehold interest in the property and Marriott Corporation is the sub-lessee. The motion was granted.

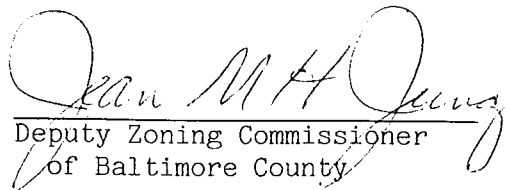
Testimony on behalf of the Petitioner indicated that the site has been long utilized by a fast food restaurant, currently Roy Rogers. The rear portion, containing nine parking spaces, drive, landscaping and a dumpster is leased from Whalen Properties. The Petitioner proposes to add a "greenhouse" to the restaurant for customer seating; 200 square feet providing 22 seats in addition to the existing 56 seats as indicated on the plan prepared by the Marriott Corporation, revised April 25, 1986 and marked Petitioner's Exhibit 2; or 245 square feet providing 30 additional seats as requested by the facilities manager in the real estate department. The existing parking lot is never totally full. Approximately 35% of the customers use the drive-through, 30% are walkers, and 35% park vehicles and eat at seats in the restaurant.

A representative of Whalen Properties spoke in protest. He has observed the lot full on a Friday at lunch time. If the Petitioner were to lease an additional four parking spaces from him, he would believe that adequate parking were being provided for the restaurant and would withdraw his protest.

After due consideration of the testimony and evidence presented, and it appearing that strict compliance with the Baltimore County Zoning Regulations (BCZR) would result in practical difficulty and unreasonable hardship upon the Petitioner, and the granting of the variance requested would not adversely affect the health, safety, and general welfare of the community, and, therefore, the variance should be granted.

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County, this 13th day of May, 1986, that the herein Petition for Variance to permit 44 parking spaces in lieu of the required 48 parking spaces, in accordance with Petitioner's Exhibit 2, is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions:

1. The addition shall not exceed 200 square feet. The configuration of the "greenhouse" may be changed to allow it to be spread across the entire front of the building.
2. Details of landscaping shall be submitted to and approved by both the Division of Community Planning and the Division of Current Planning and Development. Additional landscaping shall include, but not be limited to, planting an eight-foot wide strip along Frederick Road in areas other than access.
3. Any sign, temporary or permanent, placed on the site shall be properly permitted.


Deputy Zoning Commissioner
of Baltimore County

JMHJ:bg

PETITION FOR ZONING VARIANCE

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 409.215 to allow 44 parking spaces in lieu of the required 49 parking spaces.

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

Additional space needed to accommodate demands of public and to prevent loss of business due to lack of seating.

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

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

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

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

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

Attorney for Petitioner:
(Type or Print Name)
Signature
Address
City and State
Attorney's Telephone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 12th day of March, 1986, 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 8th day of April, 1986, at 11:00 o'clock A.M.

Zoning Commissioner of Baltimore County.

ZONING DESCRIPTION

Beginning for the same at the southwest corner of Frederick Road and Delray Avenue; thence running with Delray Avenue, the following three (3) courses and distances

- 1) South 63° 29' 26" East, 21.61 feet to a point; thence
- 2) South 13° 49' 56" East, 41.29 feet to a point; thence
- 3) By a curve to the right having a radius of 1243.24 feet, a chord bearing and distance of South 11° 39' 19" East, 94.45 feet and an arc distance of 94.47 feet to a point; thence running so as to cross and include a portion of the property of Whalen Properties Limited Partnership (Liber 6292, Folio 339), the following three (3) courses and distances
- 4) South 17° 04' 00" East, 24.00 feet to a point; thence
- 5) South 74° 13' 34" West, 143.27 feet to a point; thence
- 6) North 17° 04' 00" West, 24.00 feet to a point; thence running with the easterly outlines of Atlantic Air Conditioning and Heating Company, Inc.
- 7) North 17° 04' 00" West, 150.04 feet to a point on the aforesaid Frederick Road; thence running with said road
- 8) North 74° 13' 34" East, 138.86 feet to the point of beginning containing 0.59 acres of land, plus or minus.

Also known as 501 Frederick Road



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

ARNOLD JABLON
ZONING COMMISSIONER

May 13, 1986

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

E. Harrison Stone, Esquire
Suite 600
102 W. Pennsylvania Avenue
Towson, Maryland 21204

RE: PETITION FOR VARIANCE
SW/S corner of Frederick Road
and Delray Avenue
(501 Frederick Road) -
1st Election District
Abrams-Management Corporation,
Petitioner
Case No. 86-398-SPH

Dear Mr. Stone:

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

Very truly yours,

JEAN M. H. JUNG
Deputy Zoning Commissioner

JMH:jbg

Attachments

cc: People's Counsel

Steven W. Whalen, Jr.
Whalen Properties
Suite 210
405 Frederick Road
Catonsville, MD 21228

PETITION FOR ZONING VARIANCE

1st Election District

LOCATION: Southwest Corner Frederick Road and Delray Avenue
(501 Frederick Road)

DATE AND TIME: Tuesday, April 8, 1986, at 11:00 a.m.

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

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

Petition for Zoning Variance to permit 44 parking spaces in lieu of the required 49 spaces

Being the property of Abrams-Management Corp., as shown on plat plan filed with the Zoning Office.

In the event that this Petition(s) 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

IN RE: PETITION FOR VARIANCE
SW/corner of Frederick Road
and Delray Avenue
(501 Frederick Road) -
1st Election District
Abrams-Management Corporation,
Petitioner

BEFORE THE
DEPUTY ZONING COMMISSIONER
OF BALTIMORE COUNTY
Case No. 86-398-A

The Petitioner herein requests a variance to permit 44 parking spaces in lieu of the required 49 parking spaces.

At the onset of the hearing, Counsel for the Petitioner moved to amend the Petition to allow 44 parking spaces in lieu of the required 48 parking spaces, and to indicate that Abrams-Management Corporation is the lessee owning a leasehold interest in the property and Marriott Corporation is the sub-lessee. The motion was granted.

Testimony on behalf of the Petitioner indicated that the site has been long utilized by a fast food restaurant, currently Roy Rogers. The rear portion, containing nine parking spaces, drive, landscaping and a dumpster is leased from Whalen Properties. The Petitioner proposes to add a "greenhouse" to the restaurant for customer seating; 200 square feet providing 22 seats in addition to the existing 56 seats as indicated on the plan prepared by the Marriott Corporation, revised April 25, 1986 and marked Petitioner's Exhibit 2; or 245 square feet providing 30 additional seats as requested by the facilities manager in the real estate department. The existing parking lot is never totally full. Approximately 35% of the customers use the drive-through, 30% are walkers, and 35% park vehicles and eat at seats in the restaurant. representative of Whalen Properties spoke in protest. He has observed the lot full on a Friday at lunch time. If the Petitioner were to lease an additional four parking spaces from him, he would believe that adequate parking were being provided for the restaurant and would withdraw his protest.

RE: PETITION FOR VARIANCE
SW Corner Frederick Rd.
and Delray Ave. (501
Frederick Rd.), 1st Dist.
ABRAMS-MANAGEMENT CORP.,
Petitioner

BEFORE THE ZONING COMMISSIONER
OF BALTIMORE COUNTY
Case No. 86-398-A

ENTRY OF APPEARANCE

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

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

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

I HEREBY CERTIFY that on this 18th day of March, 1986, a copy of the foregoing Entry of Appearance was mailed to E. Harrison Stone, Esquire, Suite 600, 102 W. Pennsylvania Ave., Towson, MD 21204, Attorney for Petitioner; and Bill Dietrich, Marriott Corporation, One Marriott Drive, Washington, D. C. 20058, who requested notification.

Peter Max Zimmerman
Peter Max Zimmerman

After due consideration of the testimony and evidence presented, appearing that strict compliance with the Baltimore County Zoning Regulations (BCZR) would result in practical difficulty and unreasonable hardship to the Petitioner, and the granting of the variance requested would not adversely affect the health, safety, and general welfare of the community, and, that the variance should be granted.

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County, this 13th day of May, 1986, that the herein Petition for a variance to permit 44 parking spaces in lieu of the required 43 parking spaces in accordance with Petitioner's Exhibit 2, is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions:

1. The addition shall not exceed 200 square feet. The configuration of the "greenhouse" may be changed to allow it to be spread across the entire front of the building.
2. Details of landscaping shall be submitted to and approved by both the Division of Community Planning and the Division of Current Planning and Development. Additional landscaping shall include, but not be limited to, planting an eight-foot wide strip along Frederick Road in areas other than access.
3. Any sign, temporary or permanent, placed on the site shall be properly permitted.

JEAN M. H. JUNG
Deputy Zoning Commissioner
of Baltimore County



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

ARNOLD JABLON
ZONING COMMISSIONER

April 2, 1986

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

E. Harrison Stone, Esquire
Suite 600
102 West Pennsylvania Avenue
Towson, Maryland 21204

RE: PETITION FOR ZONING VARIANCE
SW/cor. Frederick Rd. and Delray Ave.
(501 Frederick Rd.)
1st Election District - Abrams-Management Cor. - Petitioner
Case No. 86-398-A

Dear Mr. Stone:

This is to advise you that \$69.85 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 itself.

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT
No. 018571

DATE RECEIVED
AMOUNT \$
RECEIVED FROM
VALIDATION OR SIGNATURE OF CASHIER



3.4 Easements, Roadways, Utilities, Etc.

Landlord agrees promptly to make, without cost to Tenant, any grants of easements for electric, telephone, gas, water, sewer, and/or other public utilities and facilities, and for other facilities useful or necessary to the proper economic development of the Leased Premises or to the improvements that may be erected thereon. Tenant shall furnish Landlord, for its approval, the site development and landscaping plan of Tenant's improvements to be constructed on the Leased Premises as soon as such plans are completed, and shall not commence actual construction of said improvements until Landlord has approved said plans in writing, which approval shall be promptly considered and not unreasonably withheld.

3.5 Trade Equipment

Tenant represents that some of the equipment, fixtures and furnishings (collectively designated herein as "Trade Equipment") which now or hereafter may be installed by Tenant in and used by Tenant in the Leased Premises may be directly financed by a lender (bank, insurance company, pension fund, trust fund, individual, etc.) (hereinafter designated as "Equipment Lessor") or may be owned by an equipment rental company (hereinafter designated as "Equipment Lessor") and rented by Tenant either directly from the Equipment Lessor or by way of Equipment Sublease or Assignment of Equipment Lease from an Equipment Sublessor. Landlord agrees that all such items of financed or leased Trade Equipment installed or to be installed on the real property constituting the Leased Premises shall be and remain personal property and not real property, notwithstanding the fact that the same may be nailed or screwed or otherwise attached or affixed to such real property and further agrees to recognize the rights therein of any such Equipment Lender or Equipment Lessor or Sublessor. Tenant shall have the right at any time to remove or replace any and all such financed or leased Trade Equipment regardless of whether annexed or attached to the Leased Premises, and to the extent of their respective interests therein, the Equipment Lender or Equipment Lessor or Sublessor shall also have such a right. Landlord expressly waives any claim arising by reason of any Landlord's lien or otherwise with respect of the Financed or Leased Trade Equipment or to Trade Equipment on which Tenant has granted a security interest to a bona fide Equipment Lender, and agrees that any such Equipment Lender or Equipment Lessor or Sublessor shall be free and clear of any demand of Landlord. With respect to any Trade Equipment

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which is not leased, or subject to a security interest, Landlord agrees that so long as Tenant is not in default under the terms of this Lease, Tenant shall have the right to remove or replace the same, irrespective of whether annexed or attached to the Leased Premises.

3.6 Signs

Subject to securing the necessary governmental approvals therefor, Tenant is authorized to install only traffic, parking, directional, and no loitering signs (part of Tenant's Trade Equipment) on the Leased Premises as it shall require in the proper conduct of its business, and in doing so shall conform with applicable regulations of governmental authority. Landlord agrees to sign or consent to any application for sign permits in which Landlord's consent is necessary.

3.7 Development Standards and Restrictions

Tenant shall conform to the following development standards and restrictions in regard to its improvements (to be) located both on the Leased Premises and on Tenant's contiguous premises to the north leased from before Abrams Management. ("Abrams Property"):

- (i) Only the first fifteen (15) feet of depth of the Leased Premises south of and contiguous to the existing improvements on the Abrams Property may be improved by the Tenant with paved parking, access drives, and curbs and gutters. The balance of the depth of the Leased Premises (the "Landscaped Portion") (approximately nine (9) feet in depth) shall be landscaped according to the landscaping requirements for the Leased Premises shown on the Tenant's Landscaping Plan, which shall be drawn in general conformance with the requirements of the landscaping plan (LP 1 of 2) dated December 18, 1981 as revised March 10, 1983 and attached hereto as Rider D, page 2 of 2 for the Leased Premises as approved by Baltimore County for the Catonsville Professional Center, and specifically, with trees, shrubs, plants and groundcovers reasonably specified by the Landlord as to type, size, number, and location. Landlord shall provide landscape specifications to Tenant within ten (10) days of Tenant's request for same. At Landlord's request, Tenant will defer landscaping the Landscaped Portion of the Leased Premises, if permitted by Baltimore County, until Landlord has completed the installation of its adjacent improvements (including curb and gutter, parking lot paving, and the

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Landlord's installation of underground wiring and lot lighting on the Landscaped Portion of the Leased Premises, as described in subparagraph (iv), below). Notwithstanding the restrictions contained earlier in this paragraph, Tenant may, but shall not be required to, install a walkway or set of steps, for pedestrian purposes only, not exceeding five (5) feet in width, with handrails, if required, connecting the Tenant's parking on the Leased Premises with the north parking lot of the Catonsville Professional Center, across the Landscaped Portion of the Leased Premises. Tenant shall be solely responsible for maintenance of said steps or walkway and shall continuously maintain same in a safe and usable condition. It is expressly understood that said steps or walkway, if installed, are solely for the convenience of Tenant and its customers, and Tenant shall unconditionally hold Landlord and Landlord's Lender, assigns, and successors harmless from any injury, damage, or liability resulting from their use. Said steps or walkway shall be constructed of either paving bricks or poured concrete and shall be located at the easternmost end of the Leased Premises but at least five (5) feet west of the proposed electrical transformer location shown on the Site Plan for the Leased Premises in Exhibit F.

- (ii) Tenant's dumpster, dumpster pad and enclosure, if located on the Leased Premises, shall be located in the extreme southwest corner of the Leased Premises but within the fifteen (15) foot wide development strip described in section (i), above, and shall not infringe on the Landscaped Portion of the Leased Premises. Regardless of whether the dumpster is located on the Leased Premises or the Abrams Property, the dumpster and dumpster pad shall be fully screened on all sides by an enclosure eight feet high, constructed either of solid cedar board fencing, block faced in brick, or a combination thereof. The color of the brick and/or stain on the dumpster enclosure shall be the same as those utilized by the Landlord in the development of its office building on the balance of the property of which the Leased Premises is a part.
- (iii) Tenant's rooftop heating, ventilating, and air conditioning equipment shall be screened by aesthetic rooftop fencing and/or screening

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sufficient in height to screen said equipment from view of the office improvements to be located on Landlord's property to the south, of which the Leased Premises are a part. Said screening shall be similar in design to that which Tenant utilized to screen the rooftop equipment at its Roy Rogers store location at Chatham Mall on the north side of Route #40 in Ellicott City, Maryland, or such other screening system mutually acceptable to Landlord and Tenant.

- (iv) Tenant shall remove its existing lot lighting (including light standards and bases) from the Abrams Property and replace same with lot lighting standards and fixtures of the same design and type to be utilized by the Landlord in developing its office building project on the balance of the property of which the Leased Premises are a part. The three (3) lighting standards located just inside the Tenant's east property line contiguous to the Catonsville Professional Center entrance from Frederick Road shall be double-headed fixtures and shall be located as closely as possible to the common property line referenced above between the Tenant's parking lot and the CPC entrance, in order to illuminate both the eastern portion of the Tenant's parking lot and the CPC entrance drive. The Landlord shall pay the difference between the installed cost of single-headed and double-headed fixtures for the three (3) above-referenced light standards. Each double-headed fixture shall be wired so that Landlord and Tenant have independent control of their respective lamp heads and so that the electric costs associated with each party's operation of its respective lamp heads is metered and billed directly to the respective party. Landlord reserves unto itself and its assigns, notwithstanding any other provision of this Lease, the right to install and maintain within the Landscaped Portion of the Leased Premises lot lighting standards and underground wiring, at the sole expense of the Landlord, as reflected on the Catonsville Professional Center landscaping plan (LP 1 of 2) dated December 18, 1981 as revised March 10, 1983 and attached hereto as Rider D, page 2 of 2, as approved by Baltimore County, to service the north parking lot of the Catonsville Professional Center, contiguous to and immediately south of the Leased Premises.

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- (v) Tenant covenants that it shall conform the grades of the Landscaped Portion of the Leased Premises to accommodate any differential between the elevation of its proposed paved improvements on the improvements portion of the Leased Premises and the proposed grades of the contiguous parking lot and curb and gutter elevations shown on the site development plan (SP 1 of 6) dated February 16, 1983 and attached hereto as Rider D, page 1 of 2 for the proposed Catonsville Professional Center, including the construction and maintenance of any retaining walls which may be required either by Baltimore County or in the professional opinion, rendered under seal, of the Landlord's licensed civil engineer, Kenneth Colbert, who has prepared the site development plan for the Catonsville Professional Center improvements on the balance of the property of which the Leased Premises are a part.

- (vi) If permitted by Baltimore Gas & Electric Company and any other of the affected utility companies, Tenant, at its own expense (but not to exceed \$3800, any additional amount to be paid by Landlord), shall remove, cause to be removed, or reimburse Landlord for removing the utility pole located near the extreme southeast corner of the Abrams Property, replacing same with underground wiring, if permitted, and/or, if required, an electrical transformer on grade, appropriately screened on all sides by landscaping acceptable to the Landlord, said landscaping to be at Tenant's additional expense.

- (vii) In conformance with good engineering practices, maximum ease of maintenance and acceptable aesthetic treatment, Tenant covenants that it shall properly accommodate the grade change along the eastern property line of the Abrams Property between Tenant's easternmost parking lot area and the contiguous paved entrance right-of-way access drive from Frederick Road to the Catonsville Professional Center in a manner reasonably acceptable to Landlord and Landlord's civil engineer, including necessary retaining walls, if required. Tenant has provided Landlord with its site development plan (Sheet C-2, issued 12/14/82, last revision dated 6/1/83) for this area for Landlord's approval, which Landlord acknowledges having granted. Any modifications to said plan shall be submitted to the Landlord, shall be

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promptly considered, and approval of necessary modifications shall not be unreasonably withheld. The "Common Landscaping Area" located between the Catonsville Professional Center entrance road on the east and the easternmost edge of Tenant's parking lot on the west (which Common Landscaping Area includes a portion of the CPC right-of-way as well as a portion of the Abrams Property) shall be landscaped in accordance with a common, coordinated landscaping plan prepared by the Landlord. The cost of landscaping the entire Common Landscaping Area shall be born by the Tenant, up to a maximum of \$1,000; any landscaping expense over \$1,000 shall be the Landlord's responsibility. Landlord may, at its option, defer landscaping the Common Landscaping Area until completion of its improvements in the CPC right-of-way. Tenant shall reimburse Landlord for the cost of landscaping design and the actual cost of landscaping (not to exceed the \$1,000 maximum) within 30 days of receipt of Landlord's invoice and cost certification.

- viii) Tenant shall, at Landlord's request, and at Landlord's sole expense, during the conversion of its existing Gino's Restaurant to a Roy Rogers Restaurant, paint all the existing, exterior red brick and mortar on the rear (south) wall and the rear of both exterior side walls of the Tenant's existing building on the Abrams Property, with a durable, high quality masonry paint in a brown or beige color tone mutually acceptable to Landlord and Tenant, and harmonizing with both the Tenant's improvements on the Abrams Property and with Landlord's improvements on the adjacent CPC property. Landlord's cost for said paint work shall not exceed \$400, and, at Landlord's sole election, may be offset by the Tenant against the next \$400 of rental due to Landlord from Tenant under this Lease, due and accruing after issuance of Tenant's invoice to Landlord for said paint work.

- ix) Tenant shall, at its own expense, replace the two (2) concrete driveway entrance aprons between the Abrams Property and Frederick Road, and, if permitted by Baltimore County and the Maryland State Highway Administration, replace the existing concrete sidewalk in the Frederick Road right-of-way in front of the Abrams Property.

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MARRIOTT CORPORATION

INTEROFFICE MEMO

DATE: April 21, 1986
TO: The File
FROM: N. P. Marraccini *NPM*
SUBJECT: Peak Hour Parking (96-C)

Management at Shoppe 96G completed the following study to determine if additional parking is necessary to fulfill the needs of a proposed dining room addition.

Time of Day	Current Parking Capacity	Remaining Spaces Available
11:00 a.m.	44	20
11:30 a.m.	44	18
12:00 noon	44	16
12:30 p.m.	44	15
1:00 p.m.	44	17
1:30 p.m.	44	24

The study was performed on a Friday (April 11, 1986), which is considered the busiest day of each week.

NPM:dmk

cc: George Carbonell
Bill Dietrich

DEFINITION'S
EXHIBIT 7

Parking Availability

4/24 11 = 16 12 = 20 12:30 = 15
1 = 14 1:30 = 17 2:00 = 19

4/25 11 = 17 12 = 16 12:30 = 10
1 = 16 1:30 = 21 2:00 = 17

4/28 11 = 21 12 = 16 12:30 = 9
1 = 20 1:30 = 17 2:00 = 20

4/29 11 = 17 12 = 15 12:30 = 13
1 = 21 1:30 = 24 2:00 = 23

4/30 11 = 16 12 = 15 12:30 = 9
1 = 23 1:30 = 17 2:00 = 20

5/1 11 = 15 12 = 21 12:30 = 11
1 = 17 1:30 = 16 2:00 = 17

5/2 11 = 16 12 = 20 12:30 = 7
1 = 14 1:30 = 17 2:00 = 19

DEFINITION'S
EXHIBIT 9

APR 10 1987

5/5 11:15 11³⁰:19 12:20 12³⁰:11
1:17 1³⁰:18 2⁰⁰:22

5/6 11:21 11³⁰:17 12:12 12³⁰:11
1:21 1³⁰:18 2⁰⁰:17

5/7 11:23 11³⁰:20 12:17 12³⁰:16
1:14 1³⁰:20 2⁰⁰:24

Total space available (current) 45
Including 9 year space for use by
Office buildings

ARTICLE IV PUBLIC LIABILITY INSURANCE, CONDEMNATION

4.1 Public Liability.
Tenant shall carry, at its own cost, comprehensive public liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00) per occurrence for personal injury and One Hundred Thousand Dollars (\$100,000.00) for property damage, insuring Landlord, Landlord's Mortgagee, and Tenant from and against claims for injuries and death sustained by persons or property while on the Leased Premises, and shall, upon demand, furnish Landlord with a certificate showing such insurance to be in effect. Such certificate shall include a provision for thirty (30) days' advance written notice to Landlord and Landlord's Mortgagee in the event of any pending change in or cancellation of such insurance. If Tenant shall fail to maintain such insurance, Landlord may, at its election, procure the same, adding the premium cost to the rents next due; it being hereby expressly covenanted and agreed that payment by Landlord of any such premium shall not be deemed to waive or release the default of the Tenant in the payment thereof.

4.2 Condemnation.
If, during the continuance of this Lease, all or any portion of the Leased Premises shall be acquired by authority of any governmental agency in the legal and valid exercise of its power of eminent domain, or by private purchase in lieu thereof, the rent herein provided shall be reduced in the same proportion that the lot area of the Leased Premises so taken bears to the total area of the Leased Premises immediately prior to such taking; and if such condemnation or acquisition in the reasonable judgment of Tenant, prevents or impedes Tenant in the conduct of its business substantially in the same manner as theretofore, Tenant shall have the right, at its option, of terminating this Lease by giving notice in writing to Landlord within ninety (90) days after notice of said taking. All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of Landlord, without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of improvements and personal property belonging to Tenant.

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ARTICLE V DEFAULT

5.1 Default.
Landlord and Tenant agree that, if default shall be made at any time by Tenant in payment of the rental provided herein, or if Tenant shall be in default of or violate any other covenant herein contained, and if any such failure or default shall continue for fifteen (15) days in the case of non-payment of rent, or thirty (30) days for other matters, after notice in writing thereof by Landlord to Tenant and Tenant's First Mortgagee, if any, it shall be lawful for Landlord, at its election, after the termination of said fifteen (15) or thirty (30) day period, as the case may be, to declare the term of this Lease ended and this Lease terminated, cancelled, and annulled, and to reenter and take possession of the Leased Premises, as improved, and every part thereof, and to re-rent the Leased Premises at the risk and cost of the defaulting Tenant, whose default shall not relieve it of the responsibility for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after such default occurs, and/or to institute such other appropriate proceeding as Landlord may be legally entitled to employ.

5.1 Grace Period.
Anything hereinabove notwithstanding, it is expressly understood that, with respect to any default (except the nonpayment of rent) of such a nature that it cannot, with due diligence, be cured within a period of thirty (30) days, Landlord shall not be entitled to terminate this Lease if Tenant shall have commenced the curing of such default within thirty (30) days of receiving written notice thereof from Landlord, so long as Tenant shall thereafter proceed with all due diligence to complete the curing of such default; it being the intention hereof that in connection with any default not susceptible to being cured with due diligence within thirty (30) days, the time of Tenant within which to cure the same shall be extended for such period as may be necessary to do so with all due diligence. If proceedings shall at any time be commenced for recovery of possession as aforesaid, and if compromise or settlement shall be effected, either before or after judgment, whereby Tenant shall be permitted to retain possession of the Leased Premises, then such proceedings shall not constitute a waiver of a condition or agreement contained herein or of any subsequent breach thereof or of this Lease. In the event of default, Landlord's remedies shall be cumulative, and no remedy

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expressly provided for herein shall be deemed to exclude any other remedy allowed by law.

5.3 No Waivers, Etc.
The failure of Landlord or Tenant to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or option; but the same shall be and remain in full force and effect. It is further agreed that the acceptance by Landlord of rent from Tenant with knowledge of the existence of a breach of the Lease by Tenant shall not constitute a waiver of such breach nor a waiver of the right of Landlord to insist upon Tenant's curing such breach or default.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Brokerage Fees.
It is understood and agreed that there shall be no real estate commissions or other like fees or charges to be paid in connection with this Lease by Tenant, and Landlord shall indemnify and hold Tenant harmless against any claims for such commissions, fees, or charges.

6.2 Gender and Number.
Words of any gender used in this Lease shall be deemed to include any other gender, and words in the singular number shall be deemed to include the plural when the sense requires.

6.3 Marginal Notes.
The marginal notes and headings as to contents of particular sections herein are inserted only for convenience, and they are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular Sections to which they refer.

6.4 Recording.
Landlord agrees that this Lease may be recorded, or, if so required by Tenant, Landlord will execute, for purposes of recordation in the Office of the Recorder of Deeds or other office having jurisdiction in the locality in which the Leased Premises are situated, a Memorandum of this Lease containing the names of the parties, the description of the Leased Premises, the Lease term, and any other provisions, other than the financial terms hereof, which either party desires

-15-

to have included in such Memorandum. The costs and expenses of recording this Lease or a Memorandum thereof, including stamps and recordation expenses and taxes, if any, shall be paid for by Tenant.

6.5 Notices.
All notices required under this Lease shall be deemed to be properly served if sent by United States registered or certified mail, postage prepaid (a) if to Landlord, addressed to Landlord at the address first set forth above, or at such other address as Landlord may have from time to time designated by written notice to Tenant, and (b) if to Tenant, addressed to Tenant at 10400 Fernwood Road, Bethesda, Maryland 20858, Attention: Law Department, or at such other address as Tenant may have designated from time to time by written notice to Landlord. The date of service of such notices shall be the date such notices are postmarked.

6.6 The Attached Riders.
The attached Riders identified as Rider A, Description of Leased Premises; Rider B, Rent Schedule Rider; Rider C, Conditions Precedent; Rider D, Catonsville Professional Center Site Development Plan (SP 1 of 6) and Landscaping Plan (LP 1 of 2); Rider E, Holmehurst Restrictive Covenants, as amended; Rider F, Site Plan and Tenant's Landscaping Plan for the Leased Premises, Rider G, Landlord's Lender's Estoppel Certificate, and any other Riders which are attached hereto, are all included herein by this reference and made a part hereof.

6.7 Entire Agreement.
This Lease contains all the agreements and conditions made between the parties heret: and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or by their respective successors in interest.

6.8 Landlord's Liability.
Upon default by the Landlord or its successors or assigns for any reason under this Agreement, Tenant agrees to look solely to Landlord's interest in the Leased Premises and further agrees not to seek any personal judgments against the Landlord or any of its constituent partners, or its successors or assigns.

6.9 Estoppel Certificates.
Upon the reasonable request of either party, at any time or from time to time, Landlord and Tenant agree to execute, acknowledge and deliver to the other within 10 days after request, a written instrument, duly executed and acknowledged (a) certifying that this Lease has not been modified and is in full

-16-

force and effect or, if there has been a modification of this Lease, that this Lease is in full force and effect as modified, stating such modifications, (b) specifying the dates to which the fixed annual rent and additional rent have been paid, (c) stating whether or not, to the knowledge of the party executing such instrument, the other party hereto is in default and, if such party is in default, stating the nature of such default, (d) stating the Commencement Date, (e) stating whether the option to renew the term has been exercised and (f) certifying as to the state of affairs with respect to those additional matters specified in the above-referenced Rider G, attached hereto. Notwithstanding the foregoing, the aforesaid ten (10) day period shall be extended with respect to a request from Tenant to Landlord in the event Landlord's response thereto shall be delayed by a mortgagee holding a mortgage with respect to the Demised Premises.

6.10 Lender Approval.
This Lease is contingent upon approval of same by Landlord's Lender, whose approval shall be promptly solicited by Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below:

LANDLORD: WHALEN PROPERTIES LIMITED PARTNERSHIP,
CATONSVILLE, SERIES V
Witness: *Stephen W. Whalen, Jr.* (SEAL)
By: *Stephen W. Whalen, Jr.*
Managing General Partner
Date: *10/12/83*

TENANT: MARRIOTT CORPORATION
Attest: *Richard A. Hamilton* (SEAL)
By: *Richard A. Hamilton*
Vice President
Date: *10/12/83*

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STATE OF MARYLAND COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this *10th* day of *October*, 1983, before me, the undersigned Notary Public of said State and County, personally appeared STEPHEN W. WHALEN, JR., who acknowledged himself to be a Managing General Partner of WHALEN PROPERTIES LIMITED PARTNERSHIP, CATONSVILLE, SERIES V, known to me to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized general partner of said limited partnership by signing the name of said limited partnership by himself as its authorized general partner.

WITNESS my hand and Notarial Seal:

(SEAL)

Pauline M. Clark
Pauline M. Clark, Notary Public
My Commission Expires July 1, 1986

STATE OF MARYLAND COUNTY OF MONTGOMERY

On this *10th* day of *October*, 1983, before me, *Richard A. Hamilton*, the undersigned Notary Public of said State and County personally appeared *Richard A. Hamilton*, who acknowledged themselves to be respectively the Vice President and the Assistant Secretary of Marriott Corporation, a Delaware corporation, and that they, as such Vice President and such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Vice President and Assistant Secretary respectively.

IN WITNESS whereof I hereunto set my hand and official seal:

(SEAL)

Richard A. Hamilton
Notary Public
My Commission Expires July 1, 1986

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RIDER C CONDITIONS PRECEDENT

This Lease is conditioned upon the following conditions having been met prior to the dates set forth in this Rider C.

1. Approval of Tenant's Landlord and Ground Owner.
This Lease is contingent upon approval of Management Investors Corp. and the Estate of Sadore Abrams, Tenant's landlord on the premises adjoining the Leased Premises, and the consent of Tenant's ground owner, Donald I. Mohler and Emilie R. Mohler, copartners trading as Mohler Brothers, to the construction of a drive-thru and other necessary related alterations on the Abrams Property.

2. Governmental Land Use Approval.
In the event that it is necessary to obtain rezoning, a zoning variance, a conditional use permit, environmental impact approval, subdivision or other division of land, a parcel map, a special exception or other approval of any type whatsoever (hereafter collectively referred to as "Governmental Land Use Approval") in order that Tenant can obtain necessary licenses and permits to construct and operate the improvements contemplated herein, no obligation or time period contained in this Lease shall arise or start to run until the time such Governmental Land Use Approval has finally been obtained authorizing the construction and operation of such improvements. Tenant shall utilize its best efforts to obtain any required Approvals as promptly as possible. For the purposes of this Lease, the Governmental Land Use Approval shall not be considered as final until any review or appeal has been properly and timely filed and prosecuted to determination by the highest governing body or tribunal under whose jurisdiction such action would come or until the time for filing any such appeal has expired without the same being filed; and if suit is brought to declare the Governmental Land Use Approval invalid, such action to obtain Governmental Land Use Approval shall not be considered final until a final judgment or decree has been entered and until any review or appeal has been timely filed and prosecuted to determination by the highest court under whose jurisdiction such suit would come or until the time for filing such appeal has expired without the same being filed. In the event, however, that any such Governmental Land Use Approval is denied at any stage after the initial application therefor, or, in the event Tenant in its sole discretion elects to abandon the efforts to obtain the same, or, in the event that conditions unacceptable to Tenant are attached to such Governmental Land Use Approval, Tenant may elect to cancel this Lease upon notice to Landlord. Unless otherwise

-1-

RIDER A

DESCRIPTION OF LEASED PREMISES

All that certain tract or parcel of land in the First Election District of Baltimore County, Maryland, located at the rear of 501 Frederick Road, Catonsville, containing approximately 3428 square feet, together with all alley rights, if any, easements, rights of way and other appurtenances now or hereafter, during the term of this Lease appertaining thereunto; said land being shown in red on the attached Catonsville Professional Center Site Development Plan (Sheet SP 1 of 6), marked Rider D, and more particularly described as follows:

"Beginning at the extreme southeast corner of the premises known as 501 Frederick Road, Catonsville, leased from Isadore Abrams Management to Marriott Corporation, and lying on the north property line of said Abrams Property a distance of 143.27 feet on a course N 74° 13' 34" E to the extreme southwest corner of said Abrams Property, from which point running a distance of approximately 24 feet along a property line with a course of N 17° 04' W, then, running for a like distance of 143.27 feet reversing the first course and parallel to the north property line of the Abrams Property first described above, then, from that point, reversing and parallel to the second course, above described, running a distance of approximately 24 feet to the point of beginning, comprising a total area of approximately 3428.48 square feet, and being a portion of that property owned by Whalen Properties Limited Partnership, Catonsville, Series V, as recorded in the land records of Baltimore County, Maryland, commencing at Liber 6292, Folio 329."

-1-

RIDER B

RENT SCHEDULE RIDER

Payment of base rent and real estate taxes shall commence upon the opening date of the Roy Rogers Restaurant for business to the public, or ninety (90) days from the date all permits, licenses, and contingencies are met, whichever occurs first (the "Rent Commencement Date").

Should the Rent Commencement Date occur on a date other than the first day of the month, the rent from the Rent Commencement Date until the first day of the following month shall be prorated by the number of days in that period and paid on the Rent Commencement Date, and thereafter on the first day of each succeeding calendar month during the term of this Lease and any renewals.

The annual payment of base rental due under this Lease shall be as follows, prorated monthly as reflected below:

BEGINNING	ENDING	MONTHLY BASE RENTAL
Commencement Date	January 31, 1986:	\$350/month
February 1, 1986	January 31, 1989:	\$385/month
February 1, 1989	January 31, 1992:	\$425/month
February 1, 1992	January 31, 1995:	\$475/month (Option Period)
February 1, 1995	January 31, 1997:	\$525/month (Option Period)

-1-

set forth in this Lease, Tenant shall pay the costs of any required subdivision or other division of land or parcel map, and Tenant shall pay the costs of any rezoning, zoning variance, conditional use permit, special exception, environmental impact approval, or other approval of any type.

2. Survey and Soil Reports.

Landlord has already furnished Tenant with an accurate topographic and boundary survey of the Catonsville Professional Center premises, which such survey includes the premises herein demised and known as the Leased Premises. Tenant shall be entitled to rely on such survey. In addition, Tenant has the option of obtaining, at Tenant's expense, a survey made by a licensed engineer or surveyor of the Leased Premises. Landlord will also provide Tenant, upon request, with a copy of the soil report prepared for the premises known as the Catonsville Professional Center, which premises included the property herein demised and known as the Leased Premises. Landlord makes no warranties or representations regarding applicability of that soil report to that portion of the property comprising the Leased Premises. In addition, Tenant has the option of obtaining, at Tenant's expense, a soil report which sets forth the condition of the soil of the Leased Premises as evidenced by test borings on the Leased Premises. If, in Tenant's reasonable judgment the dimensions of the Leased Premises or other information disclosed by either survey and/or Tenant's analysis of the site deviates from the information previously furnished to Tenant or relied upon by Tenant, or if, in Tenant's reasonable judgment the site conditions disclosed by either soil report cause the Leased Premises to be unsuited to Tenant's use, then Tenant may cancel and terminate this Lease, which shall be Tenant's sole remedy.

3. Utilities.

As mentioned above, Landlord agrees without cost to make grants or join in applications for easements for electric, telephone, gas, water, sewer, and other public utilities and facilities and access roads or other facilities useful or necessary to the proper economic development of the Leased Premises or to the construction of the improvements that may be erected thereon.

4. Permits, Licenses, Etc.

Landlord agrees that within five (5) days after receipt of written request therefor from the Tenant, it will, without a charge therefor to Tenant, join in any and all applications for site plan approval, permits, licenses, or other authorizations required by applicable governmental authority (where Landlord's approval or consent is required) for the development of the Leased Premises, the

-2-

- 2) South 74° 13' 34" West, 143.27 feet to a point; thence running with the easterly line of Atlantic Air Conditioning and Heating Company, Inc.
- 3) North 17° 04' 00" West, 24.00 feet to a point; thence running with the northerly line of the aforesaid property of Whalen Properties Limited Partnership (Liber 6293, Folio 339)
- 4) North 74° 13' 34" East, 143.27 feet to the point of beginning containing 0.08 of an acre of land, plus or minus

Containing a total area of 0.59 of an acre of land, plus or minus.

COPY

ROYSTON, MUELLER, McLEAN & REID
SUITE 600
132 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204-4575
(301) 823-1800
April 24, 1986

Steven W. Whalen, Jr.
Whalen Properties
405 Frederick Road
Suite 210
Catonsville, Maryland 21228

Re: Variance for Frederick Road Restaurant/Case 86-398-A

Dear Mr. Whalen:

This will confirm our telephone conversation of yesterday in which we agreed to a re-scheduling of the above zoning case for Thursday, May 8, 1986 at 9:30 a.m. Such date and time was subsequently approved by the Deputy Zoning Commissioner.

Yours very truly,

E. Harrison Stone

EHS:jjz
cc: Ms. Jeanne Jung
Deputy Zoning Commissioner

APR 10 1987

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Zoning Commissioner
Date: March 24, 1986

FROM: Norman E. Gerber, Director
Office of Planning & Zoning

SUBJECT: Zoning Petition No. 86-398-A

The subject site is within the East Catonsville-Paradise Revitalization Area. This office is not opposed to the proposal per se but requests that details of landscaping be required for submittal and approval by both the Division of Community Planning and the Division of Current Planning and Development. It should also be noted that the Landscape Manual as well as revitalization plans require landscaping here.

Norman E. Gerber
NORMAN E. GERBER, AICP, Director
Office of Planning and Zoning

NBS/JGH/dmi

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

March 14, 1986

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

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

E. Harrison Stone, Esquire
Suite 600
102 West Pennsylvania Avenue
Towson, Maryland 21204

RE: Item No. 262 - Case No. 86-398-A
Abrams-Management Corp. - Petitioner
Variance Petition

Dear Mr. Stone:

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.

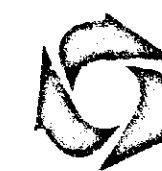
Very truly yours,

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

JED:nr

Enclosures

cc: Mr. Bill Dietrich
Marriott Corporation
One Marriott Drive
Washington, D. C. 20058



Maryland Department of Transportation

State Highway Administration

William K. Hoffmann
Secretary
Hal Kassoff
Administrator

January 23, 1986

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

Re: Baltimore County
Item No. 262
Property Owner: Abrams
Management Corp.
Location: SW corner
Frederick Road (route 144)
and Delrey Avenue
Existing Zoning: B.L.-
CCC
Proposed Zoning: Var.
to allow 44 parking
spaces in lieu of the
required 49
Acres: .59
District: 1st.

Att: James Dyer

Dear Mr. Dyer:

On review of the submittal of 10/2/85, and field inspection, the State Highway Administration offers the following comments.

On the day of inspection, 1/21/86, it was noted that approximately one third (1/3) of the parking spaces, were vacant. (time of day 11:45A.M.).

The proposed variance at 44 spaces in lieu of the required 49 spaces, appears generally acceptable to the State Highway Administration.

Very truly yours,

Charles Lee
Charles Lee, Chief
Bureau of Engr. Access Permits
by: George Wittman

CL-GW:es

cc: J. Ogle

My telephone number is 301-659-1350

Telephone for impaired Hearing or Speech
383-7555 Baltimore Metro - 565-0451 D.C. Metro - 1-800-882-9062 Statewide Toll Free
P.O. Box 717 / 707 North Calvert St., Baltimore, Maryland 21203 - 0717



BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
TOWSON, MARYLAND 21204
JGH:JGH

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

MARCH 19, 1986

Re: Zoning Advisory Meeting of January 21, 1986
Item No. 262
Property Owner: ABRAMS MANAGEMENT CORP.
Location: SW CORNER FREDERICK RD. & DELREY AVE.

Dear Mr. Jablon:

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

- (X) There are no site planning factors requiring comment.
- (X) A County Review Group meeting is required.
- (X) A County Review Group meeting was held and the minutes will be forwarded by the Bureau of Public Services.
- (X) This site is part of a larger tract therefore it is defined as a subdivision. The plan must show the entire tract.
- (X) A record plat will be required and must be recorded prior to issuance of a building permit.
- (X) The access is not satisfactory.
- (X) The parking arrangement is not satisfactory.
- (X) Parking calculations must be shown on the plan.
- (X) This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- (X) Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-58 of the Development Regulations.
- (X) Development of this site may constitute a potential conflict with the Baltimore County "Master Plan".
- (X) The amended Development Plan was approved by the Planning Board on 1/21/86.
- (X) Indicating: Must comply with Baltimore County Landscape Manual. The property is located in a deficient service area as defined by Bill 173-79. No building permit may be issued until a Reserve Capacity Use Certificate has been issued. The deficient service is:
- (X) The property is located in a traffic area controlled by a top level intersection as defined by Bill 173-79, and its conditions change the existing traffic conditions. The Basic Services Areas (Additional) comments:
- (X) SEC. 22-58 - 3 OF LANDSCAPE MANUAL - DECREASE IN THE BUFFER AREA OF THE IMPACT OF THE DEVELOPMENT. REQUIRE THAT THE DESIGN IN THIS MANUAL.

cc: James Howell

Eugene A. Soter
Chief, Current Planning and Development



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

STEPHEN E. COLLINS
DIRECTOR

January 27, 1986

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

Item No. 262 -ZAC- Meeting of January 22, 1986
Property Owner: Abrams Management Corporation
Location: SW corner Frederick Rd and Delrey Ave
Existing Zoning: B.L. - CCC
Proposed Zoning: Variance to allow 44 parking spaces in lieu of the required 49

Acres: .59
District: 1st

Dear Mr. Jablon:

The requested variance to parking can be expected to add to the congestion on the side streets in the area.

Michael S. Flanagan
MICHAEL S. FLANAGAN
Traffic Engineering Associate II

MSF/bld



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

PAUL H. REINCKE
CHIEF

January 22, 1986

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: Abrams Management Corp.

Location: SW corner Frederick Road and Delrey Avenue

Item No.: 262 Zoning Agenda: Meeting of 1-21-86

Gentlemen:

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

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

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

() 3. The vehicle dead end condition shown at _____

EXCEEDS the maximum allowed by the Fire Department.

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

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

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

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

REVIEWER: *Paul H. Reincke*
Planning Group
Special Inspection Division

Noted and
Approved: *John F. O'Neill*
Fire Prevention Bureau

/mb



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

February 11, 1986

TED ZALESKI, JR.
DIRECTOR

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

Dear Mr. Jablon:

Comments on Item # 262 Zoning Advisory Committee Meeting are as follows:

Property Owner: Abrams Management Corporation
Location: SW/Corner Frederick Road and Delrey Avenue
District: 1st.

APPLICABLE ITEMS ARE CIRCLED:

(O) 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.) #17-1 - 1980 and other applicable Codes and Standards.

(O) 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 16/16 not required on plans and technical data.

(O) 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.

(X) All Fire Groups except B-4 Single Family Detached Dwellings require a minimum of 1 hour fire rating for exterior walls closer than 6'-0" to an interior lot line. But the Groups require a one hour wall if closer than 3'-0" to an interior lot line. Any wall built up on interior lot line shall require a fire or party wall. See Table 401, Section 1107, Section 1106.2 and Table 1102. 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 401 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/Occupancy Permit, an alteration permit application shall also be filed along with three sets of acceptable construction plans indicating how the existing structure is to be altered in order to comply with the Code requirements for the new use. Maryland Architectural or Engineer seals are usually required. The Change of Use Groups are 1/14, 2/14, 3/14, 4/14, 5/14, 6/14, 7/14, 8/14, 9/14, 10/14, 11/14, 12/14, 13/14, 14/14, 15/14, 16/14, 17/14, 18/14, 19/14, 20/14, 21/14, 22/14, 23/14, 24/14, 25/14, 26/14, 27/14, 28/14, 29/14, 30/14, 31/14, 32/14, 33/14, 34/14, 35/14, 36/14, 37/14, 38/14, 39/14, 40/14, 41/14, 42/14, 43/14, 44/14, 45/14, 46/14, 47/14, 48/14, 49/14, 50/14, 51/14, 52/14, 53/14, 54/14, 55/14, 56/14, 57/14, 58/14, 59/14, 60/14, 61/14, 62/14, 63/14, 64/14, 65/14, 66/14, 67/14, 68/14, 69/14, 70/14, 71/14, 72/14, 73/14, 74/14, 75/14, 76/14, 77/14, 78/14, 79/14, 80/14, 81/14, 82/14, 83/14, 84/14, 85/14, 86/14, 87/14, 88/14, 89/14, 90/14, 91/14, 92/14, 93/14, 94/14, 95/14, 96/14, 97/14, 98/14, 99/14, 100/14.

Note:

(O) Comments: Please review Section 505.2 for any items pertaining to the existing structure which do not comply with the present Code; this includes Handicapped uses within the structure.

(X) These abbreviated comments reflect only on the information provided by the drawings submitted to the Office of Planning and Zoning and are not intended to be construed as the full extent of any permit. If desired the applicant may obtain additional information by visiting Room 102 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

Mark S. Sullivan
Mark S. Sullivan
Building Plans Review

1/22/86

16-237
88-237
16-237
88-237

COPY

ROYSTON, MUELLER, McLEAN & REID

SUITE 600
102 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204-4575
(301) 623-1800

April 24, 1986

Ms. Bees Kaller
The Catonsville Times
817 Maiden Choice Lane
Suite 220
Catonsville, Maryland 21228

Re: Variance for Frederick Road Restaurant/Case 86-398-A

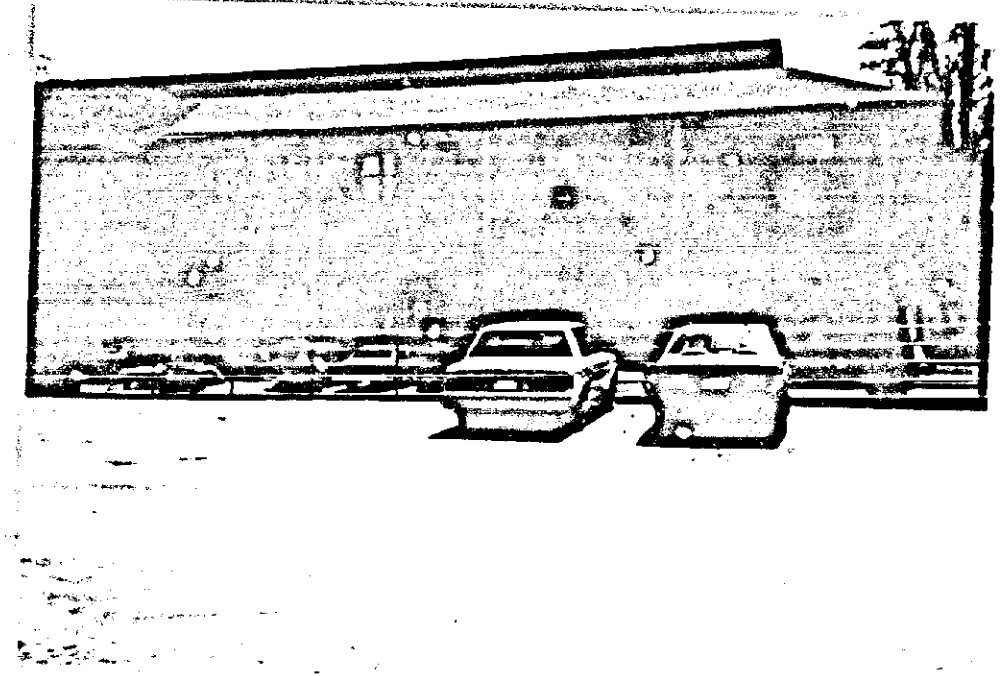
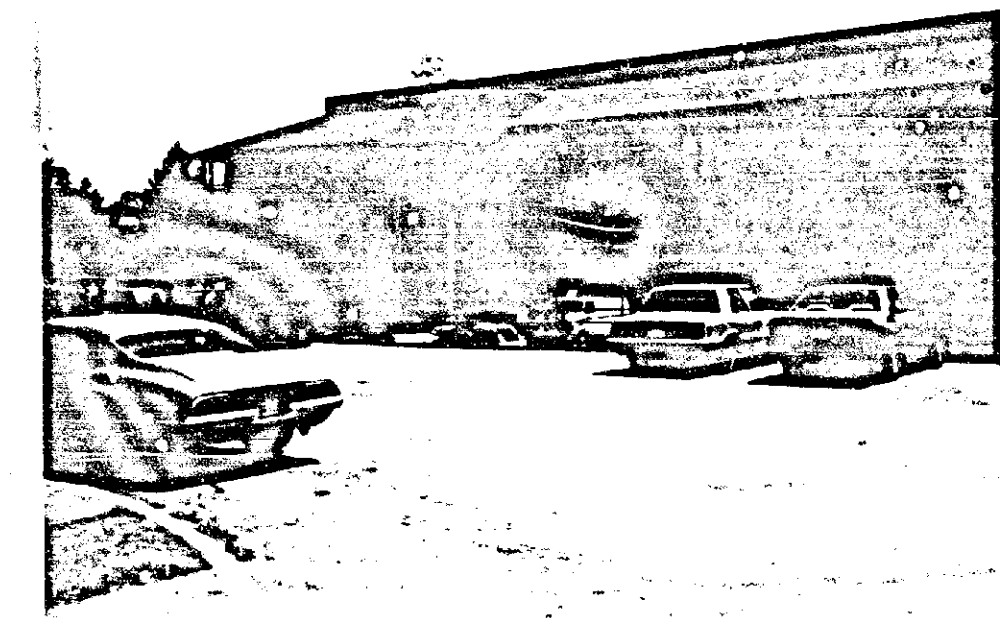
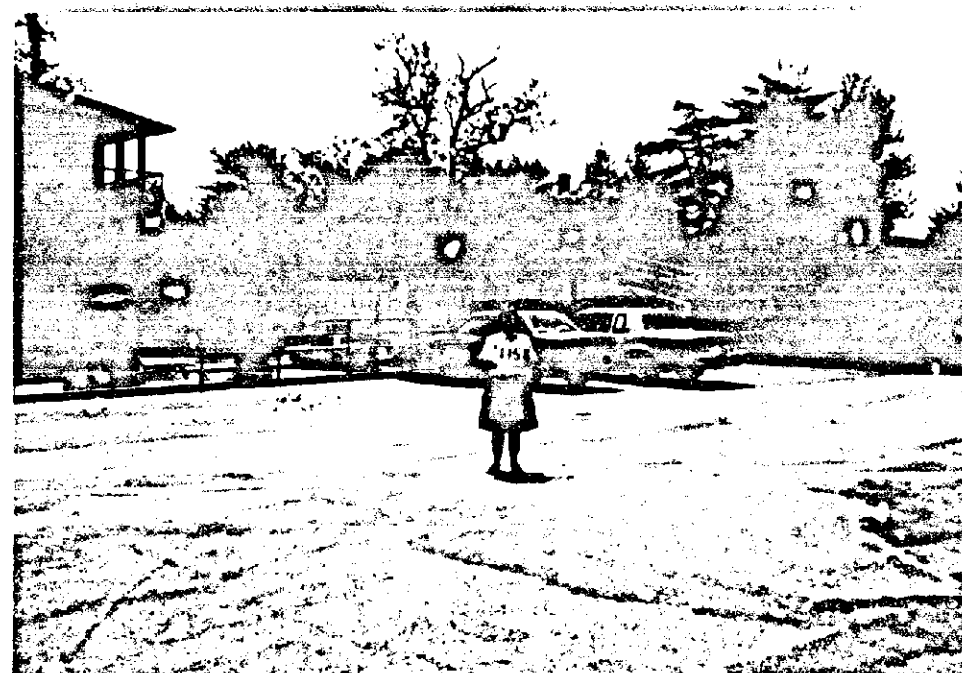
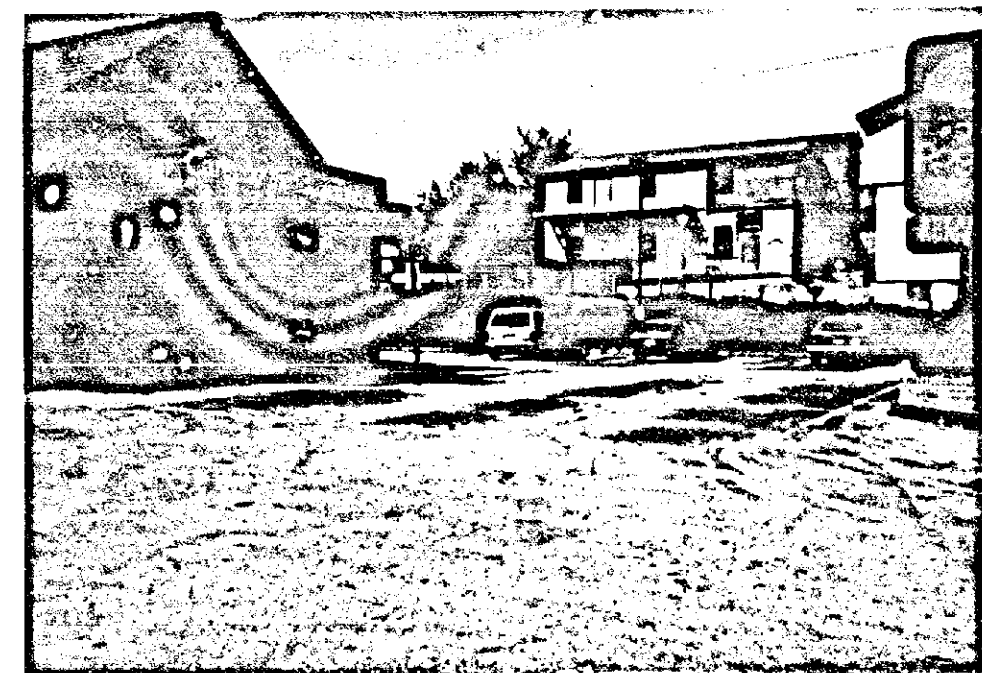
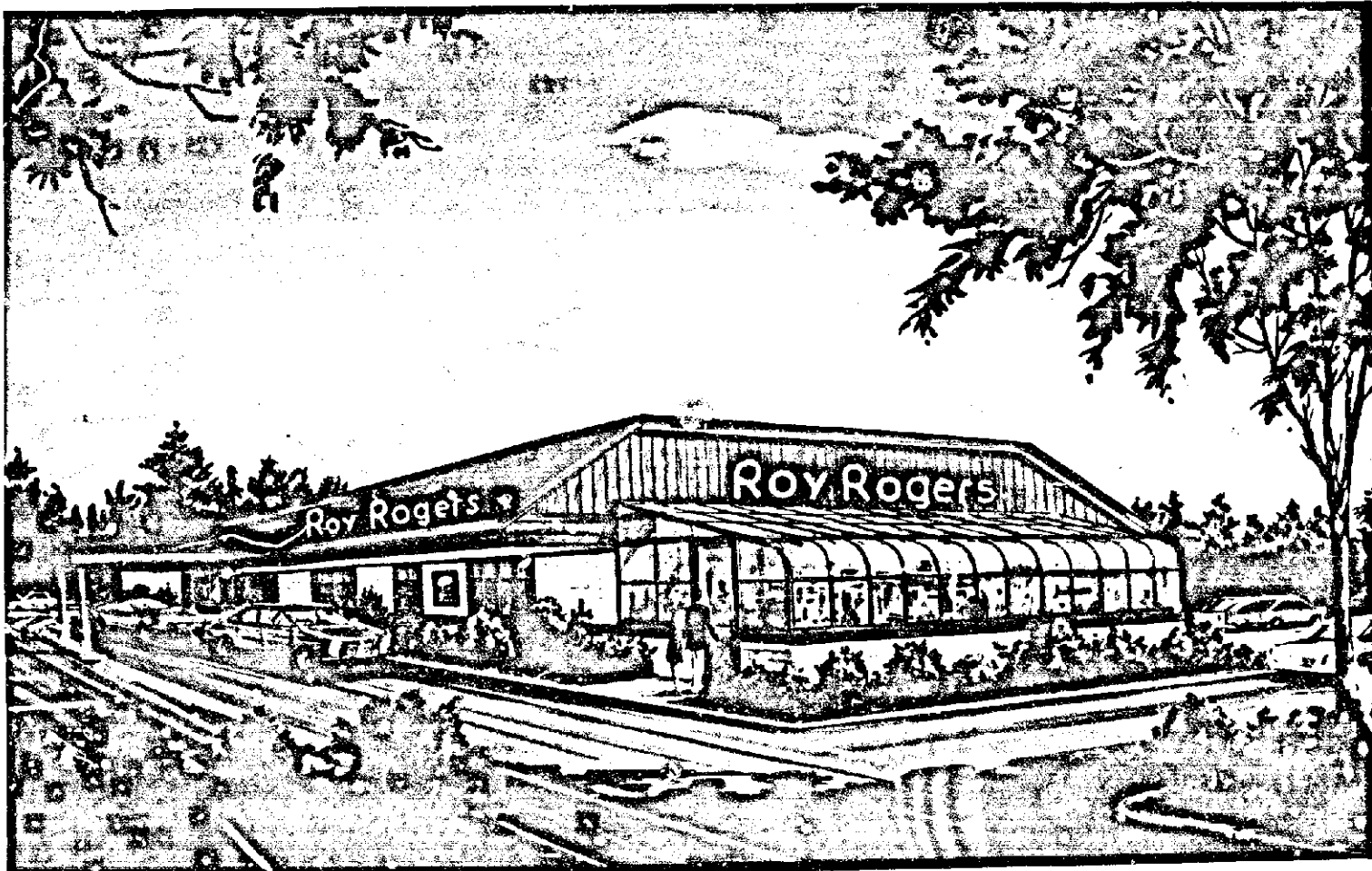
Dear Ms. Kaller:

Please be advised that the above-captioned zoning case has been rescheduled for Thursday, May 8, 1986 at 9:30 a.m.

Yours very truly,

E. Harrison Stone
E. Harrison Stone

EHS:jjs
cc: Jeanne Jung
Deputy Zoning Commissioner



Case No. 86-398-A

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

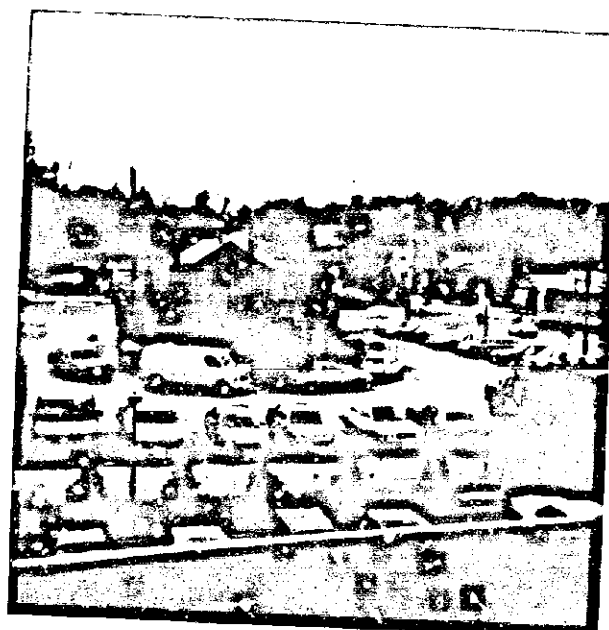
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this
4th day of March, 1986.

Arnold Jablon
ARNOLD JABLON
Zoning Commissioner

Petitioner Abrams-Management Corp.
Petitioner's Attorney E. Harrison Stone, Esquire

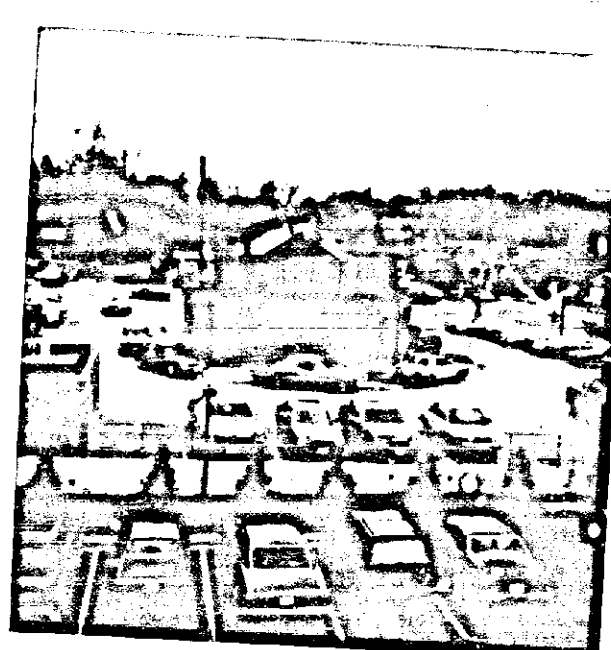
Received by: *E. Dyer*
Chairman, Zoning Plans
Advisory Committee



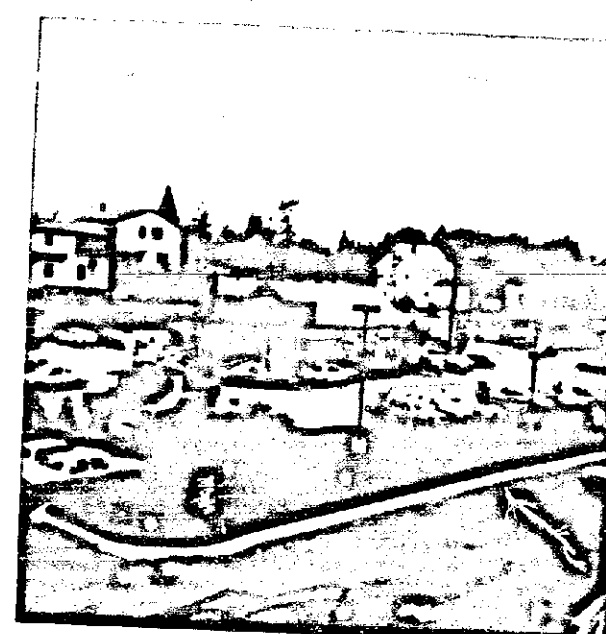
Prot. exp. 2a



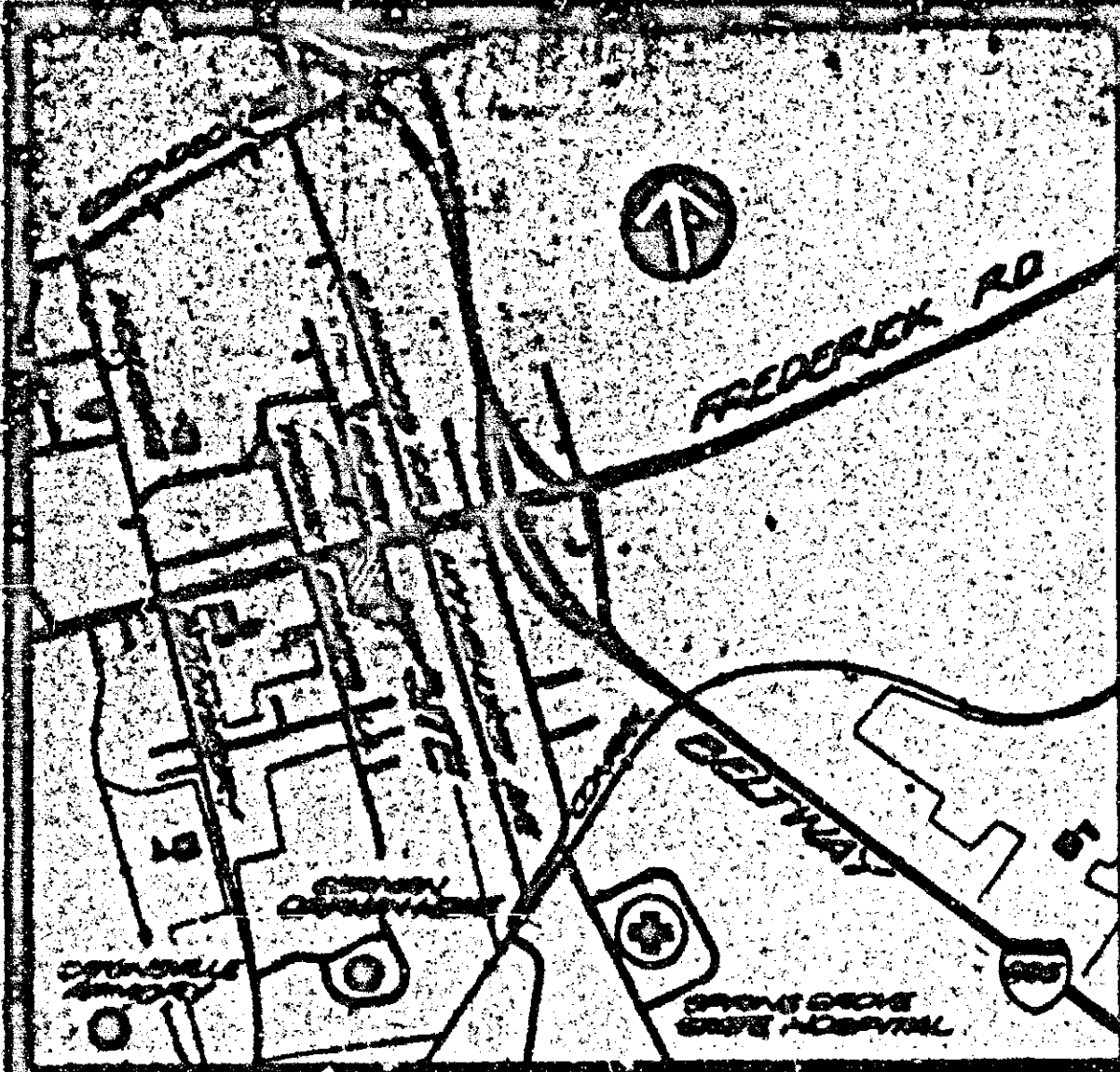
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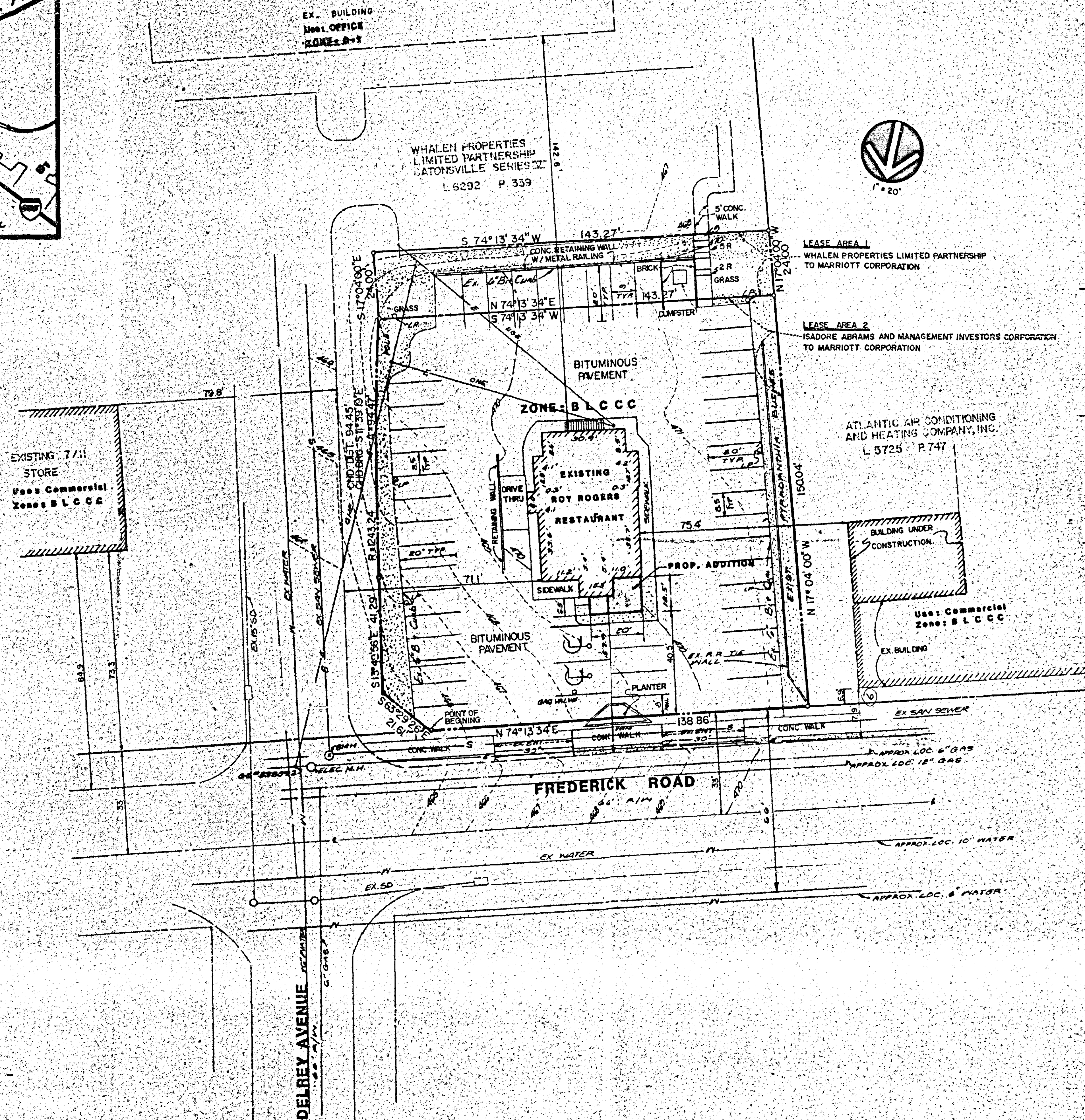
Prot. exp. 2d



Prot. exp. 2b



LOCATION MAP
1"=100'



NOTES

1. LOCATION OF EXISTING IMPROVEMENTS BASED ON FIELD SURVEY BY VIKI, INC.
2. PROPERTY LINES AND PARKING LAYOUT AS SHOWN ARE FROM A PLAN PREPARED BY VIKI, INC. DATED 12-14-82.
3. BUILDING SETBACKS ALONG FREDERICK ROAD WERE ESTABLISHED BY CENTERING THE EXISTING 66' R/W AROUND THE PAVEMENT, AND NOT BY THE ACTUAL BOUNDARY SURVEY.
4. BOUNDARY AS SHOWN FROM INFORMATION OF RECORD.

SET BACK

7/11 SETBACK	73.3
ATLANTIC A/C & HEATING	6.9
TOTAL	80.2
ROY ROGERS SET BACK REQUIRED	40.1
PROPOSED ROY ROGERS SET BACK	40.5

PARKING REQUIREMENTS

1 SPACE PER 30 SQ. FT.	2155 SQ. FT.
ORIGINAL BUILDING	200 SQ. FT.
BUILDING ADDITION	2355 SQ. FT.
TOTAL SQ. FT.	44
PARKING REQUIRED	44 INCLUDING 2 HC
PARKING PROVIDED	44 INCLUDING 2 HC
PARKING VARIANCE REQUESTED FOR 4 SPACES	

AMENITY OPEN SPACE

MUL. PERMITTED	0.2
PROVIDED	0.49
(1165 SQ. FT.)	

AREA OF SITE

LEASE AREA 1	0.08 ACRES
LEASE AREA 2	0.51 ACRES
TOTAL AREA	0.59 ACRES

6/8
7/9
39.5

PRINTS ISSUED	
NO.	DATE
1	12-14-82
2	12-14-82
3	12-14-82
4	12-14-82
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99	12-14-82
100	12-14-82

REVISIONS
ALL MEASUREMENTS CHECKED BY CHIEF ENGINEER
ON THE JOB BY THE CONTRACTOR
ALL PRINTS AND SPECIFICATIONS FOR THE
PROPERTY OF THE OWNER AND MUST BE
RETURNED UPON COMPLETION OF THE WORK



VIKI
ENGINEERING PLANNING LANDSCAPE ARCHITECTURE SURVEYING
1000 N. 10TH ST.
SUITE 200
Arlington, VA 22201

ROY ROGERS

501 FREDERICK RD.
Baltimore County, Maryland
1st Election District

Marriott
corporation

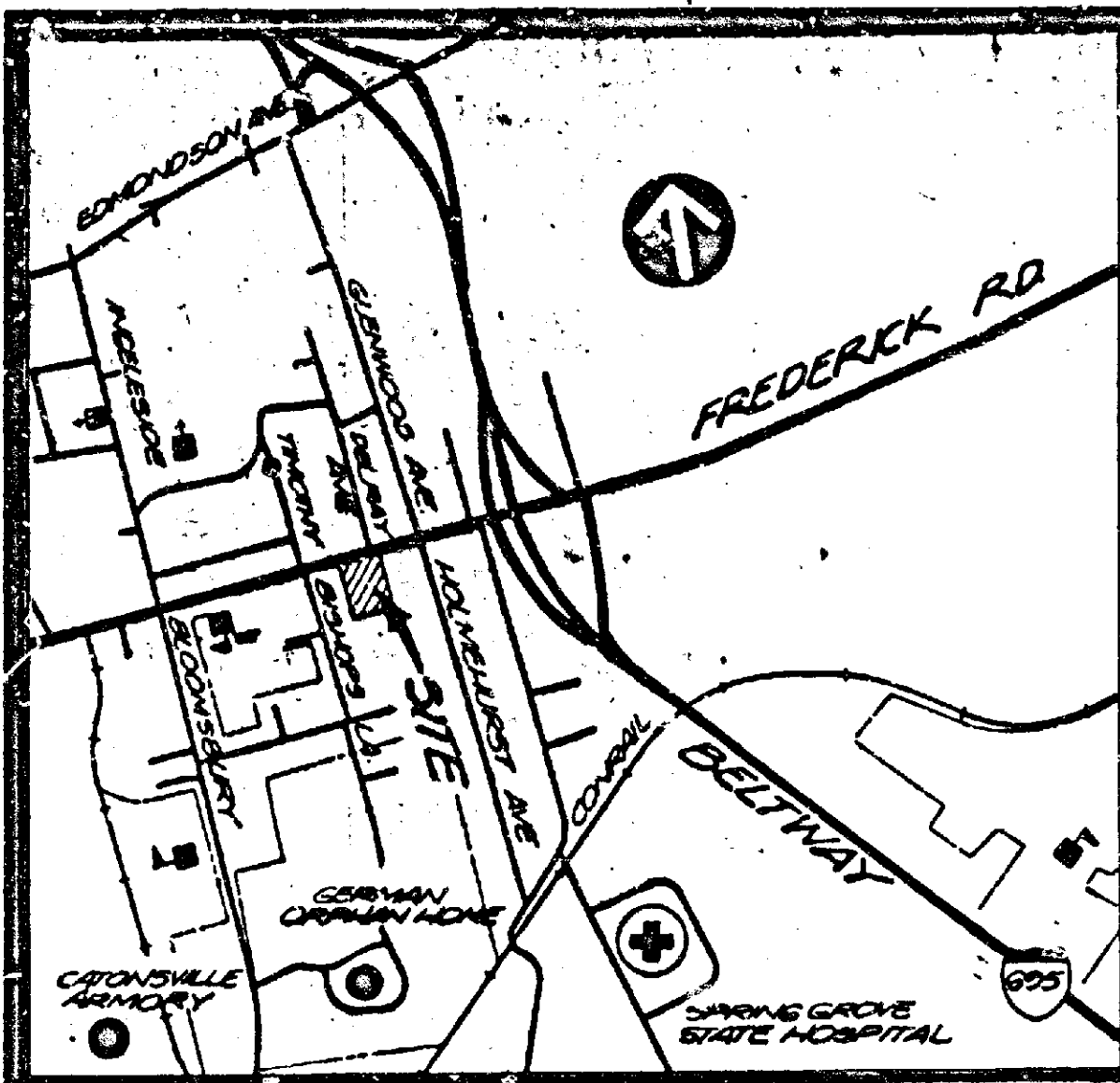
DEFINITION'S
EXHIBIT 2



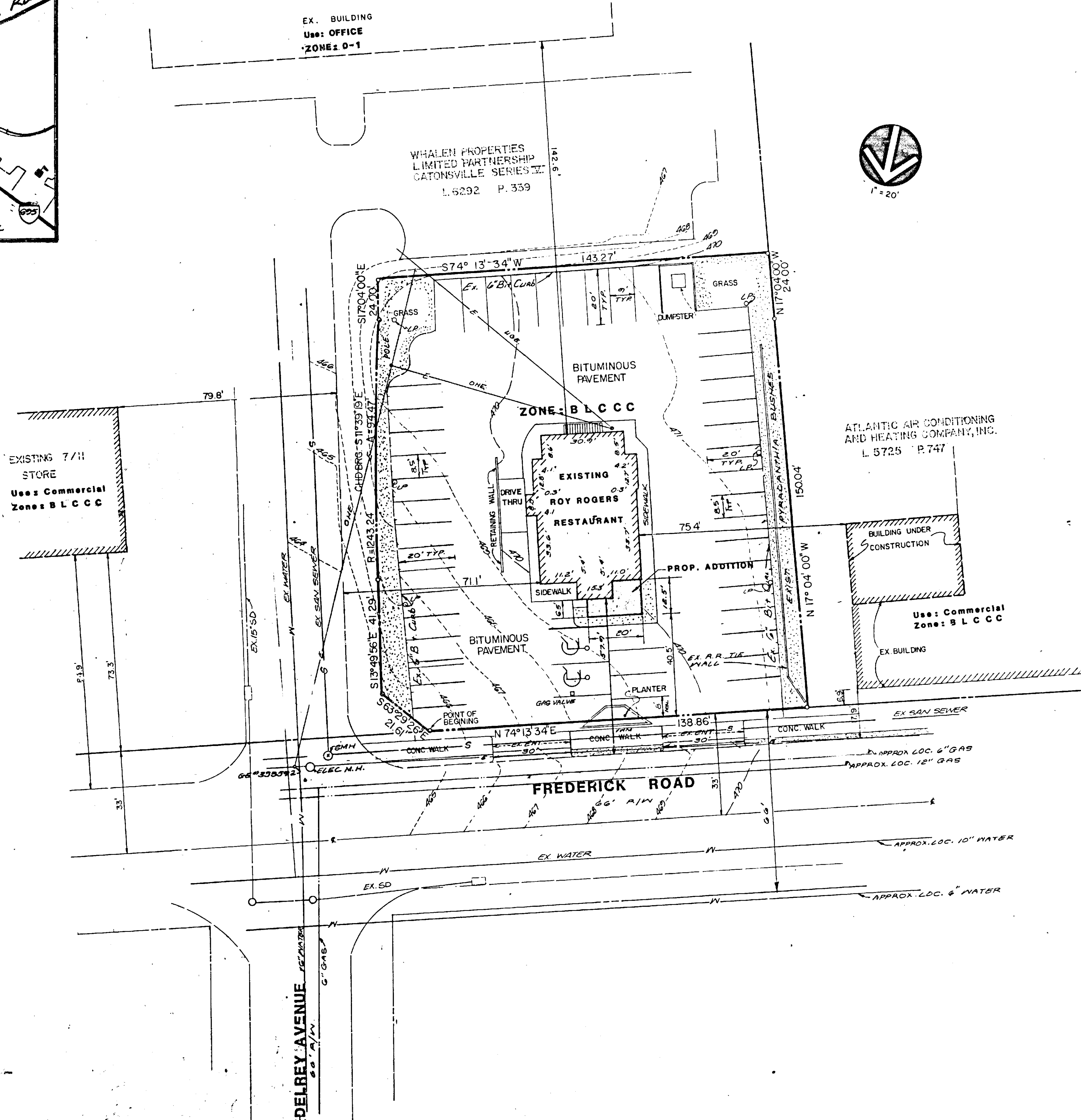
INTERNATIONAL HEADQUARTERS
MARRIOTT DRIVE
WASHINGTON, D.C. 20058

SHEET TITLE
SITE PLAN

DRAWN	ISSUED 12-14-82
APP'D	SCALE 1"=20'
JOB NO.	DWG NO.
A-455	



LOCATION MAP
1"=1000'



NOTES

- 1- LOCATION OF EXISTING IMPROVEMENTS BASED ON FIELD SURVEY BY VIKI, INC.
- 2- PROPERTY LINES AND PARKING LAYOUT AS SHOWN ARE FROM A PLAN PREPARED BY VIKI, INC. DATED 12-14-82
- 3- BUILDING SETBACKS ALONG FREDERICK ROAD WERE ESTABLISHED BY CENTERING THE EXISTING 66' R/W AROUND THE PAVEMENT, AND NOT BY THE ACTUAL BOUNDARY SURVEY.

SET BACK

7/11 SETBACK	73.3'
ATLANTIC A/C & HEATING	6.9'
TOTAL	80.2'
ROY ROGERS SET BACK REQUIRED	40.1'
PROPOSED ROY ROGERS SET BACK	40.5'

PARKING REQUIREMENTS

1 SPACE PER 50 SQ. FT.	2155 SQ. FT.
ORIGINAL BUILDING	200 SQ. FT.
BUILDING ADDITION	2355 SQ. FT.
TOTAL SQ. FT.	49 INCLUDING 2 HC
PARKING PROVIDED	44 INCLUDING 2 HC
PARKING VARIANCE REQUESTED FOR 5 SPACES	

AREA OF SITE: 0.59 ACRES

AMENITY OPEN SPACE: MIN. PERMITTED 0.2 PROVIDED 0.49 (1165 SQ. FT.)

PETITIONER'S
EXHIBIT 1

THIS PRINT MADE BY
VIKI
ENGINEERS - PLANNERS - LANDSCAPE ARCHITECTS - SURVEYORS
4701 SANGAREE ROAD
BETHESDA, MD. 20816
DEC 03 1985

PRINTS ISSUED

1 COUNTY COMMENTS 2-2-BY VIKI
NO DESCRIPTION DATE BY

REVISIONS

ALL MEASUREMENTS MUST BE CHECKED ON THE JOB BY THE CONTRACTOR
ALL PRINTS AND SPECIFICATIONS ARE THE PROPERTY OF THE OWNER AND MUST BE RETURNED UPON COMPLETION OF THE WORK

VIKI

ENGINEERS - PLANNERS - LANDSCAPE ARCHITECTS - SURVEYORS
4701 SANGAREE ROAD
BETHESDA, MD. 20816
DEC 03 1985

ROY ROGERS
501 FREDERICK RD.
Baltimore County, Maryland
1st Election District

Marriott
corporation

INTERNATIONAL HEADQUARTERS
MARRIOTT DRIVE
WASHINGTON, D.C. 20058

SHEET TITLE

SITE PLAN

DRAWN	ISSUED 12-2-85
APPR	SCALE 1" = 20'
JOB NO	DWG NO
A-455	