

IN THE MATTER OF
THE APPLICATION OF
ST. ANDREWS EVANGELICAL
LUTHERAN CHURCH FOR A
SPECIAL HEARING FOR A
AMENDED SITE PLAN AND
AMENDED ORDER --
SW/COR. TAYLOR AVENUE AND
HILLSWAY AVENUE
9th ELECTION DISTRICT

BEFORE
COUNTY BOARD OF APPEALS
OF
BALTIMORE COUNTY
CASE NO. 86-432-SPH

OPINION

This matter comes before the Board as an appeal from the decision of the Deputy Zoning Commissioner, dated October 30, 1986, which granted, with restriction, a petition for special hearing to amend this Board's Order in Case No. 81-73-XA and to approve an amended site plan. The petitioner herein, Educare, Inc., leases the subject property located at 7860 Hillsway Avenue from St. Andrews Evangelical Lutheran Church.

On this site, the petitioner operates a day care facility, the current enrollment of which is approximately 88 children. Approval of this use was granted by this Board by its order of February 4, 1982. However, contained within that order were a number of restrictions regarding the operation of the facility. In the instant case, the petitioner seeks elimination and/or modification of several of these restrictions, specifically numbers 1, 2, 3 and 5. Primarily these restrictions concern themselves with the parking and traffic patterns connected with this use.

Preliminarily, the Board considered a motion by the protestants to dismiss the petition for special hearing. As grounds therefore the protestants alleged that the matter was improperly brought to this Board. Specifically, the protestants argue that, because it is requested that the Board's prior order be amended, petitioning the Zoning Commissioner for relief was improper. The Board denied this motion and rejected this argument in open hearing in that this

Case No. 86-432-SPH
St. Andrews Evangelical Lutheran Church

matter is before the Board de novo and the petitioner's request for a special hearing for the amended site plan is properly brought before the Deputy Zoning Commissioner.

In support of the petition, the operator of the facility, Vijaya Gadde, testified. Ms. Gadde testified that she has operated this center since March 1985, having leased the property from the developer at that time. She further testified that approximately 70 households have children enrolled at this center and that approximately 55 cars transport their students each morning and afternoon. Further, the hours of operation of the center are from 6:00 a.m. to 6:00 p.m., with most students arriving and departing from 7:30 a.m. to 8:30 a.m. and 4:30 p.m. to 5:30 p.m., respectively.

Ms. Gadde also testified that restriction #5 as set forth in the Board's order is not being complied with. This restriction required that faculty of the center meet students at the current drop-off location and accompany them into the building. In that this restriction contradicts state law requiring faculty to remain with the children within the building, compliance is not possible.

Ms. Gadde also extensively testified about the current drop-off and parking scheme, as set forth in restrictions 1, 2, 3 and 5 of the Board's February 1982 order. She was concerned with the effects of compliance with the current restrictions. Specifically, the witness testified that compliance was cumbersome, inconvenient, and dangerous to parents and children alike, in that it forced them to walk long distances from the drop-off point to the building over unsteady terrain, especially in inclement weather.

Three mothers of the day care facility's children also testified and confirmed the testimony of Ms. Gadde regarding the problems presented by the walk

Case No. 86-432-SPH
St. Andrews Evangelical Lutheran Church

from the current drop-off lot to the building. They also testified about the limited accessibility to the current drop-off lot, which can only be reached from east bound Taylor Avenue. This often necessitates a dangerous U-turn at Taylor and Hillsway by parents coming from and going to the site.

Also testifying in favor of the petitioner's request was C. Richard Moore, Acting Director, Department of Traffic Engineering, and a member of his staff, Gregory Jones. Both Messrs. Moore and Jones opined that the petitioner's request was a better solution to their traffic concerns surrounding this site than the existing scheme. Further, these witnesses testified that parking and traffic patterns in the area would not be adversely affected by the proposed changes.

Also appearing on behalf of the petitioner was the developer of this site, John Simons, who voiced his approval of the petition and willingness to work with the neighborhood to ease the parking problems. He further stated that the proposed drop-off point would cause the loss of only two street parking spaces, and that, during off hours, the neighboring residents could use this lot to handle street overflow.

In opposition to the project, Detective Charles Standiford of the Baltimore County Police testified. Detective Standiford is familiar with this area due to his previous duty assignments in this locale and testified as to his knowledge of traffic and parking congestion.

Also opposing the petition were two neighbors, Carolyn Tuckey and William Ullrich. Both witnesses testified as individual neighbors, and not on behalf of any community association or civic group. Mr. Ullrich noted that, as is the case throughout the County, traffic continues to get heavier in this locale than when he first became a resident 30 years ago. He also noted that commuters from Towson State

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St. Andrews Evangelical Lutheran Church

University, which the Board notes is some distance away, contribute to the traffic volume. Although the Board appreciates the forthright comment from both of these citizens regarding traffic and parking, we note particularly that Ms. Tuckey's household members own five cars and Mr. Ullrich's three vehicles. If these numbers are representative of vehicle ownership in this row house community, it is no wonder that traffic and parking problems arise.

After consideration of all of the evidence and testimony, both expert and otherwise, the Board is persuaded to grant the petition. It seems clear to us that the proposal solves more problems than may potentially be created and results in a safer and more orderly traffic flow. In our view, the impact on area parking will be minimal. Therefore, the Board is inclined to grant the petition and will so order.

ORDER

For the reasons set forth in the foregoing Opinion, it is this 23rd day of June, 1987, by the County Board of Appeals of Baltimore County ORDERED that the herein request for a special hearing to amend the Order in Case No. 81-73-XA to remove Restrictions No. 1, part of 2, 3, and 5 and additionally to approve an amended site plan in said case, in accordance with Board of Appeals Joint Exhibit No. 4, be and is hereby GRANTED, subject to the following restrictions:

1. Restrictions Nos. 4 and 6 from Case No. 81-73-XA shall remain in force.
2. Requested restrictions listed on Board of Appeals Joint Exhibit No. 4 shall be in effect and landscaping shall be installed to minimize the impact of the center on the neighboring residences.
3. Lights shall not exceed 12 feet in height and shall be of the cut-off variety.

Case No. 86-432-SPH
St. Andrews Evangelical Lutheran Church

4. A safe, marked walkway shall be provided from the proposed pick-up, drop-off area to the day care center building.
5. The original pick-up, drop-off area on Taylor Avenue and the walkway from same to the center shall be maintained for use.
6. The new drop-off lot shall remain unblocked and/or unchained during hours when the day care center is closed, allowing overflow neighborhood use only during those hours.

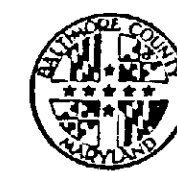
Any appeal from this decision must be made in accordance with Rules B-1 through B-13 of the Maryland Rules of Procedure.

COUNTY BOARD OF APPEALS OF
BALTIMORE COUNTY

William F. Hackett
William F. Hackett, Chairman

Lawrence E. Schmidt
Lawrence E. Schmidt

Harry E. Buchheister, Jr.
Harry E. Buchheister, Jr.



County Board of Appeals of Baltimore County

Room 200 Court House
Towson, Maryland 21204
(301) 494-3180

June 23, 1987

Thomas G. Bodie, Esquire
POWER AND MOSNER
21 West Susquehanna Avenue
Towson, MD 21204

RE: Case No. 86-432-SPH
St. Andrews Evangelical Lutheran Church

Dear Mr. Bodie:

Enclosed is a copy of the final Opinion and Order passed today by the County Board of Appeals in the subject matter.

Sincerely,

Kathleen C. Weidenhammer
Kathleen C. Weidenhammer
Administrative Secretary

Encl.

cc: Ms. Mary Poehlman
Ms. Pamela Price
J. Carroll Holzer, Esquire
St. Andrews Evangelical Lutheran Church
c/o Ms. Judy Neal
Educare, Inc.
Daniel J. Hanley, Esquire
Judith Fader, Esquire
Norman E. Gerber
James G. Hoswell
Arnold Jablon
Jean M. H. Jung
James E. Dyer
Margaret E. du Bois

12/16/87

PETITION FOR SPECIAL HEARING

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve an amended site plan (Case No.: 81-73XA) to amend Order in Case No.: 81-73XA, by removing and deleting Restrictions Nos. 1, 3, 5, and part of 2.

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

I, or we, agree to pay expenses of the above Special Hearing 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:

XXXXXX

Educare, Inc.
(Type or Print Name)

By: *V. J. Lakshmi*
Signature President

7860 Hillway Ave.
Address

Baltimore, Md. 21234
City and State

Attorney for Petitioner:

S. ERIC DINENNA
(Type or Print Name)

Signature *S. Eric Dinenna*

406 West Pennsylvania Avenue
Address

Towson, Maryland 21204
City and State

Attorney's Telephone No.: (301) 296-6820

Legal Owner(s):

St. Andrews Evangelical Lutheran Church
(Type or Print Name)

By: *Judy Neal*
Signature

18 Terton Court
Address

Baltimore, Maryland 21234
City and State

Name, address and phone number of legal owner, contract purchaser or representative to be contacted

S. ERIC DINENNA
Name

406 West Pennsylvania Avenue 296-6820
Address Phone No.

Towson, Maryland 21204
City and State

ORDERED By The Zoning Commissioner of Baltimore County, this 18th 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 had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 14th day of May, 1986, at 1:30 o'clock

P.M.

(over)

PETITION FOR SPECIAL HEARING

SW/cor. Taylor Ave. and Hillway Ave.

9th Election District

St. Andrews Evangelical Lutheran Church - Petitioner

Case No. 86-432-SPH

Date Appeal Filed: November 26, 1986

Appeal Filed By: Appellant/Protestant, The Hillendale Improvement Association

- Petition for Special Hearing
- Description
- Certificate of Posting
- Certificates of Publication
- Zoning Advisory Committee Comments
- Comments from the Director of Planning
- Entry of Appearance filed by People's Counsel
- Order of Deputy Zoning Commissioner
- Protestants' letters, dated 3/18/86, 5/3/86, 5/9/86, 5/12/86, and 5/15/86 (with attachments)
- Memorandum from C. Richard Moore, Deputy Director, Department of Traffic Engineering, to Barbara F. Bachur, dated 9/18/86 re Traffic Study
- Petitioner's Exhibits:

- No. 1 - Revised Plan, dated 3/11/86 ZONING'S ORIG. COPY
- No. 2 - Plan, dated 5/1/84, Case No. 81-73-XA ZONING'S ORIG.
- No. 3 - From Case No. 81-73-XA - Board Exhibit 2 (Plan, dated 1/11/81), ZAC Comments, Petitions and Orders
- No. 4 - Petition filed by Neighbors
- No. 5 - Petition filed by Parents

- Protestant's Exhibits:
- No. 1 - Petition of Protestants
- No. 2 - Letter from John O. Simons, Jr., to William E. Hammond, dated 11/20/80
- Letter of appeal filed by The Hillendale Improvement Association, with attachments, dated 11/26/86
- Letter to all parties notifying them of filing of an appeal, from Zoning Commissioner Jablon, dated 12/5/86.

Thomas G. Bodie, Esquire
Power and Mosner
21 West Susquehanna Avenue
Towson, Maryland 21204-5279
(823-1250)

Attorney for Appellant/Protestant, The Hillendale Improvement Association

Ms. Mary Poehlman
President
The Hillendale Improvement Association
1336 Mantle Street
Baltimore, Maryland 21234

Appellant/Protestant

Ms. Pamela Price
1102 Pellam Wood Road
Baltimore, Maryland 21234

Protestant

SSSS

J. Carroll Holzer, Esquire
Holzer, Glass, Maher, Henninger
& Denilio
305 West Chesapeake Avenue
Suite 105
Towson, Maryland 21204
(825-6960)

Attorney for Appellee/Petitioner, St. Andrews Evangelical Lutheran Church

St. Andrews Evangelical Lutheran Church
c/o Mrs. Judy Neal, President
18 Terton Court
Baltimore, Maryland 21234

Appellee/Petitioner

S. Eric DiNenna, Esquire
Suite 600
Mercantile-Towson Building
409 Washington Avenue
Towson, Maryland 21204
(296-6820)

Attorney for Appellee/Educare, Inc.

Educare, Inc.
7860 Hillway Avenue
Baltimore, Maryland 21234

Appellee

Phyllis C. Friedman, Esquire People's Counsel

Norman E. Gerber
James Hoswell
Arnold Jablon
Jean M. H. Jung
James E. Dyer
Margaret E. du Bois, Appeals Clerk,
Zoning Office

Request Notification

" "
" "
" "
" "

- 2 -

County Board of Appeals of Baltimore County

Room 200 Court House

Towson, Maryland 21204

(301) 494-3180

February 5, 1987

NOTICE OF ASSIGNMENT

NO POSTPONEMENTS WILL BE GRANTED WITHOUT GOOD AND SUFFICIENT REASONS. REQUESTS FOR POSTPONEMENTS MUST BE IN WRITING AND IN STRICT COMPLIANCE WITH BOARD RULE 2(b). ABSOLUTELY NO POSTPONEMENTS WILL BE GRANTED WITHIN FIFTEEN (15) DAYS OF SCHEDULED HEARING DATE IN ACCORDANCE WITH RULE 2(c), COUNTY COUNCIL BILL #59-79.

CASE NO. 86-432-SPH

ST. ANDREWS EVANGELICAL LUTHERAN CHURCH

SW/cor. Taylor Ave. & Hillway Ave.

9th District

SPH-To approve an amended site plan

ASSIGNED FOR:

TUESDAY, JUNE 2, 1987, at 10 a.m.

CC: Thomas G. Bodie, Esq.

Counsel for Appellant/Protestant, The Hillendale Improvement Assoc.

Ms. Mary Poehlman

Appellant/Protestant

Ms. Pamela Price

Protestant

J. Carroll Holzer, Esq.

Counsel for Appellee/Petitioner, St. Andrews Evangelical Lutheran Church

St. Andrews Evangelical Lutheran Church

Don Haney

Counsel for Appellee/Educare, Inc.

Educare, Inc.

Appellee

Judy Taylor

Office of Law

Norman E. Gerber

James Hoswell

Arnold Jablon

Jean Jung

James Dyer

Betty duBois

Jane Holmen, Secy.

2/5/87 - Following notified of hearing set for Tues. June 2, 1987, at 10 a.m.:

Thomas Bodie, Esq.
MARY Poehlman
Pamela Price
J. Carroll Holzer, Esq.
St. Andrews Evangelical Church
Eric Dinenna
Educare, Inc.
Patrick Hanley, Esq.
Norman Gerber, J. Hoswell
A. Jablon, J. Jung, J. Dyer, Betty duBois

DINENNA, MANN & BRESCHI

ATTORNEYS AT LAW

S. ERIC DINENNA, P.A.
JAMES L. MANN, JR., P.A.
GEORGE A. BRESCHI, P.A.

SUITE 600
MERCANTILE TOWSON BUILDING
409 WASHINGTON AVENUE
TOWSON, MARYLAND 21204

(301) 296-6820

March 6, 1987

County Board of Appeals
Room 200
Courthouse
Towson, Maryland 21204

RE: Petition for Special Hearing
St. Andrews Evangelical Lutheran Church
Case No.: 86-432-SPH

Mr. Chairman:

Enclosed herewith please find a Notice to Strike Appearance concerning the above-captioned matter.

Very truly yours,

S. ERIC DINENNA

SED:bk

Enclosure

cc: J. Carroll Holzer, Esquire
Thomas G. Bodie, Esquire
People's Counsel for Baltimore County

IN THE MATTER OF THE PETITION FOR SPECIAL HEARING SW/cor. Taylor Ave. and Hillway Ave. 9th Election District St. Andrews Evangelical Lutheran Church - Petitioner

BEFORE THE COUNTY BOARD OF APPEALS Case No.: 86-432-SPH

MR. CLERK:

STRIKE OF APPEARANCE

Please strike the appearance of S. Eric DiNenna and S. Eric DiNenna, P.A. as counsel for the Petitioner.

S. ERIC DINENNA, P.A.
409 Washington Avenue, Suite 600
Towson, Maryland 21204
(301) 296-6820

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 6th day of March, 1987, a copy of the foregoing Strike of Appearance was mailed, postage prepaid to J. Carroll Holzer, Esquire, 305 West Chesapeake Avenue, Suite 105, Towson, Maryland 21204, Thomas G. Bodie, Esquire, 21 West Susquehanna Avenue, Towson, Maryland 21204 and People's Counsel for Baltimore County, Room 223, Courthouse, Towson, Maryland 21204.

S. ERIC DINENNA

RECEIVED
COUNTY BOARD OF APPEALS
131 MAR -4 A 10 09

12/16/87



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

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

December 5, 1986

J. Carroll Holzer, Esquire
305 West Chesapeake Avenue
Suite 105
Towson, Maryland 21204

St. Andrews Evangelical
Lutheran Church
c/o Mrs. Judy Neal, President
18 Terton Court
Baltimore, Maryland 21234

S. Eric DiNenna, Esquire
Suite 600
Mercantile-Towson Building
409 Washington Avenue
Towson, Maryland 21204

Educare, Inc.
7860 Hillway Avenue
Baltimore, Maryland 21234

RE: PETITION FOR SPECIAL HEARING
SW/cor. Taylor Ave. and Hillway Ave.
9th Election District
St. Andrews Evangelical Lutheran Church - Petitioner
Case No. 86-432-SPH

Mrs. Neal and Gentlemen:

Please be advised that on November 26, 1986, an appeal was filed by Appellant/Protestant, The Hillendale Improvement Association, from the decision rendered by the Deputy Zoning Commissioner in the above-captioned matter.

You will be notified of the date and time of the appeal hearing when it has been scheduled by the County Board of Appeals (494-3180).

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

No. 025638

101

DATE: 12/5/86 ACCOUNT: 8-01-86-100
AMOUNT: \$ 100.00
FROM: J. Carroll Holzer, Esquire
305 West Chesapeake Avenue
Towson, Md. 21204-101
RECEIVED FROM: APPEAL AND PROTEST FEE RE CASE # 86-432-SPH
FOR: J. Carroll Holzer, Esquire
VALIDATION OR SIGNATURE OF CASHIER

#86-432-SPH

9th District

SW/cor. Taylor and Hillway Aves.

ST. ANDREWS EVANGELICAL CHURCH

3 signs

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
SW/cor. of Taylor Avenue * DEPUTY ZONING COMMISSIONER
and Hillway Avenue * OF BALTIMORE COUNTY
9th Election District * Case No. 86-432-SPH
St. Andrews Evangelical *
Lutheran Church *
Petitioner *
* * * * *

The Petitioner herein requests a special hearing to amend the Order in Case No. 81-73-XA to remove Restrictions Nos. 1, part of 2, 3 and 5, and additionally, to approve an amended site plan in said case in a petition signed by the President of the church that owns the land and a representative of Educare, Inc., the company that sub-leases the property from the corporation that leases from the church.

Testimony by and on behalf of the Petitioner indicated that the subject property is owned by St. Andrews Evangelical Lutheran Church which leased it to a builder. A special exception for a day care center was granted with restrictions in Case No. 81-73-XA and Educare, Inc. leased the facility and began its operation in March 1985. Compliance with the restrictions, including drop-off at the designated off-site location, was consistent. After observing problems for a year and upon request of parents, the president and operator now petitions for the elimination or modification of four of those restrictions. Instead, she proposes the construction of a new one-way drive from and returning to Dartmouth Avenue, that drive to provide parking for nine vehicles, as shown on the plan prepared by Daft-McCune-Walker, Inc., revised March 10, 1986 and identified as Petitioner's Exhibit 1.

The center is approved by the Baltimore County Board of Education and currently provides day care services for 98 children from age two through kindergarten. The children are from approximately 80 families, about 70 of whom drive to the site. Parents sign their children in and out of the center in ac-

ORDER RECEIVED FOR FILING

Date 11/30/86 By [Signature]

cordance with state law, thereby eliminating the necessity of Restriction No. 5, even though some parents leave infants in the car while they do so. Employees do park behind the church in accordance with Restriction No. 4. The required walkway is about 185 yards in length and goes down and up a steep incline. The walking is difficult for those temporarily or permanently handicapped, for those with more than one child, and in dark, rainy and snowy weather.

Richard Morris, a traffic expert subpoenaed from Baltimore County's Department of Traffic Engineering, testified that the proposed new drive providing parking would eliminate the U-turns on Taylor Avenue now made by many of the parents and would thus improve the traffic safety in the general area. He noted that Dartmouth Avenue could not handle the center's parking without the proposed drive. He agreed with the principles of Restriction No. 3 and suggested that it be modified in line with the current proposal. The proposed drive is one way, thereby safer, and is wide enough for parking on both sides. There would be no reason for a driver to back up. It would not be dangerous to exit onto Dartmouth Avenue because the exit is on the outside of the curve at the best point for visibility. In his opinion, the requirements of Section 502.1 of the Baltimore County Zoning Regulations (BCZR) would be met.

George Sarelis, an expert planner, testified that he conferred with the owner/operator, made site visits at peak traffic hours and was involved in the creation of the exclusive one-way drive and parking area. He saw no impact on traffic from the proposal and believes it solves problems. In his opinion, the requirements of Section 502.1 of the BCZR would be met.

Testimony by protesting neighbors indicated that traffic is congested already, not only in the afternoon but also around 8:30 AM when traffic backs up on Hillway Avenue from attempts to turn left onto Taylor Avenue. Visibility is poor for someone turning onto Linkside Avenue from the alley that connects Link-

ORDER RECEIVED FOR FILING

Date 11/30/86 By [Signature]

-2-

side and Hillway because of the curve in the road, there have been accidents at this location. Some persons are of the opinion that the present parking on Taylor Avenue operates successfully; others report double or triple parking in the area as one of the problems associated with the center. A representative of the church testified that, although the president of the congregation signed the petition, the proposal had not been approved by the church. The president of the Hillendale Improvement Association, Inc. testified that the attendees to a general meeting were unanimous in their opposition, that the center is the only commercial establishment in the residential area, that there have been violations associated with the operation of the center and that, if the proposal is granted, traffic problems that could endanger children would increase.

At the conclusion of the hearing, the Deputy Zoning Commissioner held the case sub curia to provide time for communication and meetings among the community, church and center. The file includes a traffic study and correspondence from attorneys for the church and center, as well as a letter from the president of the improvement association.

Pursuant to the advertisement, posting and public hearing on the subject property, and after due consideration of the testimony and evidence presented, in the opinion of the Deputy Zoning Commissioner, granting the relief requested in the subject Petition for Special Hearing would be in strict harmony with the spirit and intent of the Baltimore County Zoning Regulations (BCZR) and would not be detrimental to the health, safety and general welfare of the community.

Therefore, IT IS ORDERED by the Deputy Zoning Commissioner of Baltimore County this 30th day of October 1986, that the herein request for a special hearing to amend the Order in Case No. 81-73-XA to remove Restrictions Nos. 1, part of 2, 3 and 5, and additionally, to approve an amended site plan in said case, in accordance with Petitioner's Exhibit 1, is hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions:

- 1) Restrictions Nos. 4 and 6 from Case No. 81-73-XA shall remain in force.
- 2) Requested restrictions listed on Petitioner's Exhibit 1 shall be in effect and landscaping shall be installed to minimize the impact of the center on the neighboring residences.
- 3) Lights shall not exceed 12 feet in height and shall be of the cut-off variety.
- 4) A safe, marked walkway shall be provided from the proposed pick-up, drop-off area to the day care center building.
- 5) The original pick-up, drop-off area on Taylor Avenue and the walkway from same to the center shall be maintained for use.

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

ORDER RECEIVED FOR FILING

Date 11/30/86 By [Signature]

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

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

October 30, 1986

S. Eric DiNenna, Esquire
406 W. Pennsylvania Avenue
Towson, Maryland 21204

RE: Petition for Special Hearing
SW/cor. Taylor Avenue and
Hillway Avenue
9th Election District
Case No. 86-432-SPH

Dear Mr. DiNenna:

Enclosed please find a copy of the decision rendered in the above referenced case. Please be advised that your Petition for Special Hearing has been granted, subject to the restrictions as stated in the enclosed Order.

If you have any further questions on the subject matter, please do not hesitate to contact this office.

Very truly yours,

JEAN M. H. JUNG
Deputy Zoning Commissioner

JMHJ:bjs

Enclosures

cc: Ms. Mary Boehlman, President
Hillendale Improvement Assoc., Inc.
1336 Mantle Street, Baltimore, Md. 21234
Peoples Counsel

ORDER RECEIVED FOR FILING

Date 11/30/86 By [Signature]

-3-

Case No. 86-432-SPH

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
19th day of March, 1986.

Petitioner
Petitioner's
Attorney

St. Andrews Evangelical
Lutheran Church
Eric DiNenna, Esquire

ARNOLD JABLON
Zoning Commissioner

Received by:

Chairman, Zoning Plans
Advisory Committee

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner

Date: April 30, 1986

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

SUBJECT: Zoning Petition No. 86-432-SPH

This office believes that the conditions contained in the County Board of Appeals order for Case No. 81-73-XA were carefully worked out after testimony by the petitioner, the neighbors and the County. There is nothing in the material submitted by the petitioner that convinces this office that any of the restrictions should be changed.

Norman E. Gerber, AICP

NEG/JGH/sf

POWER AND MOSNER
21 WEST SUSQUEHANNA AVENUE
TOWSON, MARYLAND 21204 5279

WILLIAM E. MOSNER
THOMAS G. BODIE
C. ARTHUR EBY, JR.
JOHN J. PATRICK III
THOMAS J. COLLINS
ROBERT A. McFARLAND
H. PAUL A. JENKINS

November 26, 1986

Zoning Commissioner for Baltimore County
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: S/W Corner of Taylor and Hillsway Avenues
Case No. 86-432-SPH

Dear Sir/Madam:

Mary Poehlman, President, The Hillendale Improvement Association, 1336 Mantle Street, Baltimore, Maryland 21234, hereby requests that the decision of the Zoning Commissioner dated October 30, 1986 be appealed to and reviewed by the Board of Appeals of Baltimore County.

The grounds of this appeal are as follows:

A. On February 4, 1982, the Board of Appeals for Baltimore County, in Case No. 81-73-XA, (a copy of which is attached hereto and marked Exhibit A) decided that the southwest corner of Taylor and Hillsway Avenues could only be granted a special exception and/or variances which would permit the construction of a day care center if certain restrictions were put in place.

B. The Board of Appeals determined that (1) the student drop-off, pick-up area be restricted to a specific area and that no students be allowed to be picked up or dropped off on Hillsway or Dartmouth Avenues; (2) that the entrance driveway should be blocked by a chain from 8:00 a.m. to 10:00 a.m. and from 3:00 p.m. to 6:00 p.m. during days when the center will open. It was then ordered that the parking lot, accessible by this driveway, be available for public use at all other times, and (5) that students should always be accompanied by an adult to/from the area where they will be

Zoning Commissioner

- 2 -

November 26, 1986

picked up or dropped off.

C. These restrictions were put in place to minimize adverse effects of increased traffic and parking congestion.

D. Since the date of that Order, the neighborhood surrounding the day care center has not undergone any significant changes in nature or purpose. The area is still a residential neighborhood, the only commercial structure being this center. There is still no off-street parking, thereby requiring each vehicle to be parallel parked on the street in front of each house. There has been no decrease in the amount of traffic in the area. Therefore, the concerns of the Board of Appeals which necessitated the aforementioned restrictions are still valid.

E. Despite the continued validity of these restrictions, the Zoning Commissioner has granted a Special Hearing to discuss the lifting of these restrictions.

F. This decision of the Zoning Commissioner is an unjustified attempt to circumvent the decision of the Board of Appeals. Any such attempt to change a ruling of the Board of Appeals without a corollary change in the nature or purpose of the area is an abuse of the Commissioner's discretion and cannot be permitted.

Therefore, Mary Poehlman, individually and as President, The Hillendale Improvement Association, appeals the Zoning Commissioner's decision to the Board of Appeals of Baltimore County.

Very truly yours,

Thomas G. Bodie

TGB:cls

POWER AND MOSNER
21 WEST SUSQUEHANNA AVENUE
TOWSON, MD 21204

DINENNA, MANN & BRISCH
ATTORNEYS AT LAW

S. ERIC DINENNA, P.A.
JAMES L. MANN, JR., P.A.
GEORGE A. BRISCH, P.A.
ROBERT A. BRISCH

406 WEST PENNSYLVANIA AVE.
TOWSON, MARYLAND 21204
(410) 296-6820

October 10, 1986

Ms. Jean Jung
Deputy Zoning Commissioner
Baltimore County
Office of Planning & Zoning
111 West Chesapeake Avenue
Towson, Maryland 21204

RE: Hillendale Child Care Center
St. Andrew's Evangelical
Lutheran Church/Petitioner

Dear Ms. Jung:

I am in receipt of a letter to you dated October 7, 1986, from Mr. J. Carroll Holzer, attorney for the St. Andrew's Evangelical Lutheran Church.

It is my opinion that you have before you the total facts that can afford you to make a decision concerning the Petition for Special Hearing and I feel that no further testimony is necessary.

Accordingly, would you be so kind as to render a decision concerning the Petition.

Very truly yours,

S. ERIC DINENNA

SED:kar

cc: Mr. Kamal Gadde
J. Carroll Holzer, Esquire
Ms. Mary Poehlman
Mr. John O. Simon

RECEIVED
OCT 14 1986

ZONING OFFICE

RONALD E. MAHER
J. CARROLL HOLZER
GERALD D. GLASS
CAROL S. DEMILLO
DAVID F. HENNINGER

HOLZER, GLASS, MAHER, HENNINGER & DEMILLO
211 WEST SUSQUEHANNA AVENUE
SUITE 105
TOWSON, MARYLAND 21204
(410) 296-6820

October 7, 1986

Ms. Jean Jung
Deputy Zoning Commissioner
Baltimore County
Office of Planning & Zoning
111 West Chesapeake Avenue
Baltimore, Maryland 21204

RE: Hillendale Child Care Center

Dear Ms. Jung:

I have had an opportunity to chair a meeting between St. Andrew's Church and the community, since my last correspondence to you.

On July 29, 1986 the Church met with Mr. Gadde and Mr. DiNenna and concluded that they should address some of the community's complaints about parking and traffic control of Hillsway and Dartmouth.

On September 10, 1986, I chaired a meeting sponsored by the Church at St. Andrew's at which time Mr. Simmons, Mr. Gadde, Mr. DiNenna, representatives of St. Andrew's Church were present as well as Mr. Ronald Boblylick of Hillendale Improvement Association, Mary Poehlman, President of Hillendale Improvement Association, Hilda Thorpe, 1253 Dartmouth Avenue, Jean Maybrough, 1269 Dartmouth Avenue, Betty and Bill Ullrich, 1235 Linkside Drive, Steve Riess, 1173 Pelham Wood Road, Helen A. Bozz, 1247 Linkside Drive, Joanne Tuckey, 1245 Linkside Drive, Carolyn Tuckey, 1245 Linkside Drive. After a presentation by Mr. DiNenna, I called upon the community for their concerns about the proposal. Their concerns basically dealt with traffic flowing through Hillsway and Dartmouth Road possible loss of parking due to the construction of the driveway.

The community was divided as to the direction that it desired the traffic to flow on Dartmouth Avenue with some representatives wanting it prohibited from turning to the right, while others wanting it to turn right on Dartmouth and finally a majority just didn't want the additional traffic to begin with in the area. Mr. Gadde offered the use of his driveway for additional parking for the neighborhood, as well as his cooperation in placing signs directing the flow of traffic in and out of the driveway, as well as providing the daycare parents with a map clarifying the access to the center.

RECEIVED
OCT 9 1986

RECEIVED
OCT 9 1986

When the meeting was concluded, there was no general definable recommendations which could be agreed upon. However, some members of the community seemed satisfied once they realized that the original entrance to the Center on Taylor Avenue would remain open as well as the new entrance off of Dartmouth, would be open to a lesser amount of traffic. Some members of the community were not amenable to any compromise based upon their proximity of their homes to the driveway. The community President, Ms. Mary Poehlman, indicated to us that she had requested The Honorable Barbara Bachur to obtain a written Traffic Study and a more thorough study done by Richard Moore of the Department of Baltimore County Department of Traffic Engineering. I have received the result of Mr. Moore in which his analysis confirms the result of his previous testimony before you as well as the fact that there are a number of dangerous "U" turns being made by the day care participants. I am enclosing a copy of his report herein.

The Church, after a careful analysis of the requested change, has decided to support the amendment upon the basis of safety to the parents and children of the Center, as well as members of the public as a whole.

The Church is not able to provide any more insight or delineation of areas of agreement between the community and the day care operator and thus must submit the matter to you for your final determination. If you desire to take additional testimony or have additional information provided by the Church I would be more than happy to set up such a meeting or testimony.

Thank you for your personal assistance in allowing St. Andrew's to attempt to mediate this difficulty in their community.

Very truly yours,

J. Carroll Holzer

JCH:lm

cc: Mr. S. Eric DiNenna
Mr. K. Gadde
Mr. John O. Simon
St. Andrew's Church
Mrs. Mary Poehlman,
Hillendale Improvement Assoc.



The Hillendale Improvement Association, Inc.

P.O. Box 9716, BALTIMORE, MARYLAND 21204-1216

October 21, 1986

RECEIVED
OCT 24 1986

ZONING OFFICE

The Honorable Barbara Bachur
Councilwoman, Fourth District
County Court House
Towson, Maryland 21204

Re: Traffic survey at Linkside Drive,
Dartmouth and Hillsway Avenues.

Dear Barbara:

Thank you for requesting the traffic study at the above location. This is a more professional and seemingly thorough study of existing traffic. I feel more comfortable knowing it has been done, and it does help explain Mr. Moore's position.

Exercising a woman's prerogative to have the last word, however, it is still my logical, though unprofessional, opinion that a detrimental traffic situation could be created with infusion of additional traffic with a different traffic pattern at that location.

Personal congratulations on your victory in the primary and best wishes for November 4th.

Sincerely,

Mary A. Poehlman
President

cc: Mr. C. Richard Moore
Ms. Jean Jung
J. Carroll Holzer, Esq.
Mr. S. Eric DiNenna

12/16/87

PETITION FOR SPECIAL HEARING
9th Election District

LOCATION: Southwest Corner Taylor Avenue and Hillsway Avenue

DATE AND TIME: Wednesday, May 14, 1986, at 1:30 p.m.

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

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

Petition for Special Hearing to amend the Order to remove Restrictions Nos. 1, part of 2, 3, and 5 in Case No. 81-73-XA and approve an amended site plan in Case No. 81-73-XA

Being the property of St. Andrews Evangelical Lutheran Church, 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

RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
SW/Corner of Taylor Ave. &
Hillsway Ave., 9th District : OF BALTIMORE COUNTY

ST. ANDREWS EVANGELICAL : Case No. 86-432-SPH
LUTHERAN CHURCH, Petitioner

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, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 28th day of April, 1986, a copy of the foregoing Entry of Appearance was mailed to S. Eric DiNenna, Esquire, 406 W. Pennsylvania Ave., Towson, MD 21204, Attorney for Petitioner; and Educare, Inc., 7860 Hillsway Ave., Baltimore, MD 21234, Lessee.

Peter Max Zimmerman
Peter Max Zimmerman



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

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

May 6, 1986

S. Eric DiNenna, Esquire
406 West Pennsylvania Avenue
Towson, Maryland 21204

RE: PETITION FOR SPECIAL HEARING
SW/Cor. Taylor Ave. and Hillsway Ave.
9th Election District
St. Andrews Evangelical Lutheran Church - Petitioner
Case No. 86-432-SPH

Dear Mr. DiNenna:

This is to advise you that \$108.00 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 itself.

BALTIMORE COUNTY, MARYLAND No. _____ County, Maryland, and remit
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

DATE _____ ACCOUNT _____

AMOUNT \$ _____

RECEIVED FROM _____

FOR _____

VALIDATION OR SIGNATURE OF CASHIER

CERTIFICATE OF PUBLICATION

TOWSON, MD, April 24, 1986

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 April 24, 1986

THE JEFFERSONIAN,

W. Ventrol
Publisher

Cost of Advertising

24.75

PETITION FOR SPECIAL HEARING

9th Election District

Case No. 86-432-SPH

LOCATION: Southwest Corner Taylor Avenue and Hillsway Avenue

DATE AND TIME: Wednesday, May 14, 1986, at 1:30 p.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:

amend the Order to remove Restrictions Nos. 1, part of 2, 3, and 5 in Case No. 81-73-XA and approve an amended site plan in Case No. 81-73-XA.

Being the property of St. Andrews Evangelical Lutheran Church, 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

Apr 24

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District 9th Date of Posting 4/23/86

Posted for: Special Hearing

Petitioner: St. Andrews Evangelical Lutheran Church

Location of property: SW/Cor. Taylor Ave. & Hillsway Ave.

Location of Signs: 1. Corner Taylor Ave. & Hillsway Ave. 2. Corner Taylor Ave. & Hillsway Ave. 3. Corner Taylor Ave. & Hillsway Ave.

Remarks: All signs to be removed prior to 4/23/86

Posted by: M. Wealy Date of return: 4/23/86

Number of Signs: 3

CERTIFICATE OF PUBLICATION

TOWSON, MD, April 23, 1986

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 April 23, 1986.

TOWSON TIMES,

W. Ventrol
Publisher

38.25

PETITION FOR SPECIAL HEARING

9th Election District

Case No. 86-432-SPH

LOCATION: Southwest Corner Taylor Avenue and Hillsway Avenue

DATE AND TIME: Wednesday, May 14, 1986, at 1:30 p.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:

amend the Order to remove Restrictions Nos. 1, part of 2, 3, and 5 in Case No. 81-73-XA and approve an amended site plan in Case No. 81-73-XA.

Being the property of St. Andrews Evangelical Lutheran Church, 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

APR 23 1986

S. Eric DiNenna, Esquire
406 West Pennsylvania Avenue
Towson, Maryland 21204

April 15, 1986

NOTICE OF HEARING

RE: PETITION FOR SPECIAL HEARING
SW/Cor. Taylor Ave. and Hillsway Ave.
9th Election District
St. Andrews Evangelical Lutheran Church - Petitioner
Case No. 86-432-SPH

TIME: 1:30 p.m.

DATE: Wednesday, May 14, 1986

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

W. Ventrol
Zoning Commissioner of Baltimore County

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

No. 013403

DATE 4/15/86 ACCOUNT 01-15-100 n, Inc.

AMOUNT \$ 108.00

RECEIVED FROM Hillsway Ave. Hillsway Ave.

FOR SPH # 310

VALIDATION OR SIGNATURE OF CASHIER

86-2561
99
DINENNA, MANN & BRESCHI
ATTORNEYS AT LAW
406 WEST PENNSYLVANIA AVE.
TOWSON, MARYLAND 21204
(301) 296-6820
June 4, 1986
J. Carroll Holzer
Holzer, Meher & Demilio
305 West Chesapeake Avenue
Suite 110
Towson, Maryland 21204
RE: Your Client: St. Andrew's
Evangelical Lutheran Church
My Client: Educare, Inc.
Dear Carroll:
I am in receipt of a copy of your letter dated May 29, 1986, addressed to Ms. Jean Jung, Deputy Zoning Commissioner for Baltimore County, with references to the above-captioned matter.
As I have discussed with you subsequent to your letter, it is my position that you, client has approved this Petition by signing it, allowing the submission to the Deputy Zoning Commissioner for a hearing.
I am aware of your clients' position with reference to its relationship with the community and agree that a meeting should take place as soon as possible to discuss this matter. My clients are willing to proceed with this revision as soon as possible and would like some disposition of it.
This is to advise you that I have already met with the Community Association concerning this matter and no progress was made at that time.
It is my understanding that Ms. Jung stated she would wait two weeks following the day of the hearing and make a decision if a request for additional testimony was not requested by any of the parties involved.
I take your letter of May 29, 1986, as not being a request for additional testimony but as a request that the Deputy Zoning Commissioner withhold any decision pending discussions between all parties involved in this matter.
With reference to your client's approval of the Petition that was filed, I indicated to you that this is the first half of the first inning of a nine inning ball game and that the remaining eight or one-half innings would be the approval of your client as well as the county. The approval of your client would come and be expected within the confines of the leases involved. As far as Baltimore County is concerned, all approvals will be necessary prior to construction of the driveway.

DINENNA, MANN & BRESCHI
ATTORNEYS AT LAW
J. Carroll Holzer
June 4, 1986
Page 2
This is to advise you that there was uncontradicted testimony presented before the Deputy Zoning Commissioner that the anticipated change in the site plan would not have an adverse affect, in fact, would benefit the community. This was testified to by Mr. George Gavrilis, the author of the plat as well as the representative of the Department of Traffic Engineering, namely Mr. Richard Moore. In addition thereto, various parents testified as to the dangerous maneuvering necessary to comply with the present Order.
I respect your position as well as your clients, and respectfully request that this matter be resolved as soon as possible.
Thank you for your cooperation.
Very truly yours,
S. ERIC DINENNA
SED:kar
cc: Ms. Jean Jung
Mr. John Simmons
Hillendale Community Association
Mr. and Mrs. Gadde

86-2563
LAW OFFICES
HOLZER, MEHER & DEMILIO
305 WEST CHESAPEAKE AVENUE
SUITE 110
TOWSON, MARYLAND 21204
(301) 422-4400
WASHINGTON D.C. OFFICE
225 SHOREHAM BUILDING
805 15TH STREET, N.W.
WASHINGTON, D.C. 20005
PLEASE REPLY TO
TOWSON
May 29, 1986
Jean Jung
Deputy Zoning Commissioner
Baltimore County
Office of Planning & Zoning
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204
RE: Petition for Special Hearing
to Amend Case No. 81-73XA
St. Andrew's Evangelical
Lutheran Church, Educare, Inc.
86-432-SPH
Dear M's. Jung:
Please be advised that I represent St. Andrew's Evangelical Lutheran Church, Petitioner in the above captioned case for Special Hearing heard before you on May 14, 1986. I have just been asked by the Church to assist them in resolving some issues of local concern in regard to the Day Care Center and their proposed Amendment to the previous Zoning Order of the Board of Appeals in Case No. 81-73XA.
The Church would like to have the opportunity to meet with all parties concerned, including the Hillendale Community Association in an effort to resolve matters of conflict and concern that were the subject of this particular hearing. We are endeavoring to set up a very prompt meeting between all parties in order to have this discussion and I would, on behalf of the Church, request that you hold your decision in abeyance until we have had the opportunity to set a convenient date and make an effort to resolve some of the problems in this matter.
By copy of this letter, I am notifying S. Eric Dinenna, attorney for Educare, Inc., Jack Simons of Simons Builders, Inc. and the Hillendale Community Association of our request.

Thank you very much for your consideration.
Very truly yours,
J. Carroll Holzer
JCH/dw
cc: S. Eric Dinenna, Esquire
406 W. Pennsylvania Avenue
Towson, Maryland 21204
Mr. John Simons
Simons Builders, Inc.
515 E. Joppa Road
Towson, Maryland 21204
Hillendale Community Association

MAY 21 1986
DINENNA, MANN & BRESCHI
ATTORNEYS AT LAW
406 WEST PENNSYLVANIA AVE.
TOWSON, MARYLAND 21204
(301) 296-6820
May 20, 1986
Jean M. H. Jung
Deputy Zoning Commissioner
Baltimore County
Office of Planning and Zoning
Towson, Maryland 21204
RE: Case No.: 86-432-SPH
Petition for Special
Hearing
St. Andrews Evangelical
Lutheran Church
SW/cor. Taylor Ave. and
Hillsway Ave.
Dear Deputy Commissioner Jung:
Enclosed herewith please find my client's check in the amount of \$108.00 representing the posting and advertising costs as per the attached.
In accordance with our agreement as well as your request, enclosed herewith please find copies of the Land Lease from the St. Andrews Evangelical Lutheran Church and the Hillendale Limited Partnership as well as a Lease from the Hillendale Limited Partnership and Educare, Inc. dated July 20, 1984 and June 4, 1984 respectively.
As you can see from the provisions of these Leases, the tenant has the right to make the changes subject to the approval of the landlord so long as the landlord's approval is not withheld unreasonably.
This is to advise you that the reason for the request before the zoning authorities of Baltimore County is to put the horse before the cart and to obtain approval from Baltimore County prior to technical approval from the church or the landlord.
This is to advise you that it is our client's position that we approve the case under Section 502.1 and that the request for the changes and lifting of the restrictions would not have an adverse affect upon the community.

DINENNA, MANN & BRESCHI
ATTORNEYS AT LAW
Jean M. H. Jung
Deputy Zoning Commissioner
May 20, 1986
Page 2
If you have any questions concerning same, do not hesitate to call upon me.
Very truly yours,
S. ERIC DINENNA
SED:kar
Enclosures
cc: Mrs. Mary Poehlman
Mr. Gadde

86-2567
99
HILLEDALE LIMITED PARTNERSHIP
515 EAST JOPPA ROAD
BALTIMORE, MARYLAND 21204
301-337-6990
May 15, 1986
Mrs. Vijaya Gadde
Hillendale Child Development Center
7860 Hillsway
Baltimore, MD 21234
Dear Mrs. Gadde:
Per our conversation, the hearing seemed a difficult afternoon. Jeannie O'Connor, representing Hillendale Limited Partnership, advised us that a letter from St. Andrews, us and you was requested by the zoning hearing officer, Mr. Jung, if the case was to be reopened to offer any additional information. The copy of the ground lease has been forwarded to you by our office. In turn, please forward it and the building lease to Mrs. Jung.
I talked with Reverend Dick Goff, Ellen Spies (church president) and Irv Neal (liason). They advised that the Church gave its approval for Educare to explore its options, but has not taken a positive or negative position. We understand that no action is appropriate. This lets the Zoning Officer complete the deliberation. Your lawyer will advise if this is not the case.
As general partner for Hillendale, I have no problem accepting Educare advocating the proposed changes to have your "day in court." Since Educare was not a party to the original zoning hearings, it certainly is appropriate for you to share your daycare management expertise. (You now also have the benefit of actual rather than surmized traffic patterns.) I would defer to traffic experts regarding the merits of the proposed plan.
We all certainly want to remain good relations with the neighborhood. Neither the church nor Hillendale wants to be a cast in the position of "renegotiating" with the neighborhood. Knowing how a few difficult personalities can stir a loud dispute, I trust the whole process can be examined without rancor and to a satisfactory conclusion. I do have sympathy for your desire to have the best facility possible as you provide this such needed service.
Yours truly,
John O. Simons, Jr.
JOS,Jr:gro
cc: Ellen Spies
Jean N. H. Jung
bilzon

E/6/84
revised
7/1/84

LAND LEASE

THIS LAND LEASE, made as of July 20, 1984, by and between ST. ANDREWS EVANGELICAL LUTHERAN CHURCH, a Maryland corporation (hereinafter called the "Church") and HILLENDALE LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter called "Tenant") WITNESSETH:

EXPLANATORY STATEMENT. The Church owns a tract of land containing approximating 0.91 acre of land in Baltimore County, Maryland, located at the southwest corner of Taylor Avenue and Hillsway Avenue, which tract is contiguous to a parcel of ground on which the Church's church building is located. Such 0.91 acre of land will usually hereinafter be referred to as the "land", and is more particularly described in the metes and bounds description attached to this lease as a part hereof marked Exhibit A. The Church and Tenant have been discussing development of the Land by Tenant under a long-term Land Lease with a building to be used as a day care center, and the parties now wish to enter into such a lease.

THEREFORE, in consideration of the rents and covenants and agreements hereinafter contained, the Church hereby leases and demises unto Tenant, and Tenant hereby leases and demises from the Church the Land upon the rental, terms and conditions hereinafter provided.

SECTION 1. Leased Premises.

- 1.1 The Leased Premises are the Land referred to above and described on Exhibit A, together with the buildings and improvements now or hereafter erected thereon and all rights, privileges and easements appurtenant thereto, including easements to utilities and and roadways serving the Leased Premises.
- 1.2 Title. The Church represents and warrants that the Leased Premises are owned by the Church, in fee, free and clear of all liens and encumbrances, and that the Church has been validly authorized to make and enter into this Lease
- 1.3 The Church covenants that Tenant shall have and enjoy during the term hereof, quiet and undisturbed possession of the Leased Premises without hindrance, ejection, or molestation by the Church or any other party claiming, through the Church or the Church's predecessors in title.

SECTION 2. Term.

- 2.1 The term of this Lease shall commence as of December 31, 1984 or occupancy whichever is earlier and shall continue thereafter to and including December 31, 2009.
- 2.2 Notwithstanding the foregoing, Tenant may declare this Lease null and void if Tenant is unable to obtain a valid building permit for the construction of the improvements on the Land as provided, and also obtain satisfactory financing for the cost of such improvements. However, this right must be exercised by Tenant, if at all on or before January 1, 1985.

SECTION 3. Rent.

- 3.1 Tenant shall pay to the Church rent in the amount of 10 percent of all rent (whether Basic Rent or Percentage Rent) which Tenant receives under the Lease dated June 4, 1984 between it (Hillendale Limited Partnership), as Landlord, and Educare, Inc., a Maryland corporation, as Tenant, (hereafter referred to as the Day Care Operators Lease); but in no event shall it be less than 10 per cent of the minimal rental for the appropriate year outlined in Exhibit D of the Day Care Operators Lease. A photocopy of the Day Care Operators Lease has been heretofore furnished to the Church.

- 3.2 All such payments of rent to the Church shall be made by the 15th day of the month.
- 3.3 Tenant shall keep or cause to be kept complete and accurate books and records of all revenues received by or for the Center and Real Property for at least 3 years which shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 3.4 The annual review statement of gross revenues shall, in addition to being certified by Tenant, be prepared by an independent Certified Public Accountant, satisfactory to Church (approval not unreasonably withheld).
- 3.5 Church shall have the right to examine and/or audit all of the books and records of Tenant at reasonable times. Should Church's examination and/or audit reveal an error in Tenant's statements of gross revenues of greater than \$5,000.00, Tenant shall pay Church's cost and expenses in connection with such examination and/or audit. In the case of intentional misstatement of gross revenues, Tenant shall pay to Church two times the difference between the rent properly due based on an accurate statement of gross revenues and rent computed from the intentionally inaccurate statement or records. If requested by the Church, Tenant shall authorize Church personnel to act as agent for Tenant to conduct audit of the Day Care Operator's books and records pursuant to such rights as Hillendale might have under the Day Care Operator's lease (at the Church's expense).
- 3.6 Upon expiration of the current Day Care Operator's lease the rental shall be 10% of subsequent Day Care Operator's lease gross revenue with a minimum yearly rental requirement of \$4,000 for years 11 - 25, whichever is greater.

SECTION 4. Utilities and Taxes

- 4.1 Utility Charges. Tenant shall pay all charges for water, electricity, gas, telephone and other utility services furnished to the Leased Premises.
- 4.2 Taxes. Tenant shall pay to the appropriate taxing authority all taxes, assessments and other public charges (hereinafter called "Taxes") levied or assessed against the Leased Premises during the term hereof. Taxes which are applicable only to a portion of the term hereof shall be appropriately prorated. The Church shall furnish all tax bills in sufficient time to enable Tenant to pay the taxes without interest or penalty. Tenant may contest any assessment or the imposition of any tax against the Leased Premises. The Church agrees to execute appeal petitions, suit papers and other documents in connection with any such contest and the Church agrees, at no expense to it, to cooperate in such proceedings.
- 4.3 Nothing herein shall be construed as to prevent Tenant, as Landlord, from requiring its Lessee to pay charges for utilities and taxes or any other sums due hereunder.

SECTION 5. Insurance.

- 5.1 Liability Insurance. Tenant shall maintain, at its expense, (or at the expense of Day Care Operator) comprehensive general liability insurance with minimum limits in respect of personal injury of \$500,000 for each person and \$1,000,000 for each occurrence, and in respect of property damage minimum limits of \$100,000 for each occurrence. Church property shall also be covered, with the exception of the Church building. Tenant shall, at its or Day Care Operator's expense, carry an Umbrella Liability Policy in the amount of \$1,000,000 with Church as also insured.
- 5.2 Fire and Extended Coverage Insurance. Tenant shall maintain, at its expense, at all times fire and extended coverage insurance covering the building to be constructed on the Land in an amount of not less than 80% of the full insurable amount thereof.
- 5.3 The Church shall be named on the policies as also being insured.

- 5.4 Insurance certificates are required naming the Church and the Church shall be notified of any change in insurance or cancellation and shall have the right to approve any changes in insurance coverage.
 - 5.5 Tenant covenants that it shall hold and save the Church harmless of and from any and all loss, cost or damage arising by reason of injury or death of persons or damage to property in or upon the Real Property or caused by negligent activities conducted thereon by Tenant; provided, however, that tenant shall not be required to indemnify the Church for any damage or injury of any kind arising out of the negligence of the Church.
 - 5.6 At the end of fifteen years the amount of liability insurance will be reviewed for adequacy and subject to approval by the Church. If the Church finds fault with such coverage, it will give 6 months written notice to Tenant for Tenant to increase such coverage satisfactory to both parties.
- SECTION 6. Zoning, Permits and Financing.
- 6.1 If Tenant is unable to obtain a building permit for the construction of the building to be erected on the Land, or is unable to obtain satisfactory financing therefore by January 1, 1985, Tenant shall have the right to terminate this Lease by giving written notice of such termination to the Church on or before January 1, 1985.

SECTION 7. Development of the Land and Construction of Building.

- 7.1 The parties have heretofore agreed upon a site plan for the development of the Land and construction of the building thereon. Tenant may change the site plan or the exterior of the building, from time to time, provided notice thereof is given to the Church for approval, which approval shall not be unreasonably withheld or delayed and shall be deemed to have been granted if not disapproved within 15 days after submission. The Tenant may from time to time require internal substantial changes to the building which shall be approved within three days by the Church. Approval of these changes shall not be unreasonably withheld. Tenant will not make, or suffer to be made, any alterations in improvements or additions to the exterior of the building or the real property without first obtaining the Church's prior written consent. The Church shall not unreasonably withhold approval.
- 7.2 The site plan as prepared by Daft, McCune & Walker, S-1 dated May 1, 1984 and revised June 14, 1984 and Architectural drawings as prepared by John A. Harrison 1-7, 2-7, 3-7, 4-7 dated May 14, 1984, revised June 25, 1984 and 5-7, 6-7, 7-7 dated May 14, 1984 have been submitted to Baltimore County and a Permit has been issued dated June 29, 1984 and said drawings have been given to the Church.
- 7.3 The Leased Premises shall be used only for a Day Care Center throughout the term unless the parties hereto agree to some other use. The Church must agree to any use other than as a Day Care Center.
- 7.4 Tenant shall comply with all existing laws, regulations and building codes. Construction shall be completed within six months of commencement.
- 7.5 All buildings and improvements on the Leased Premises shall be the property of Tenant during the term of this Lease and shall, at the expiration of the term, become the property of the Church free and clear of any liens and encumbrances, and be in good condition.
- 7.6 The Church shall have no obligation to maintain or repair any portion of the Leased Premises.
- 7.7 Tenant shall maintain and keep in good repair the interior and exterior including, but not limited to, snow removal (including Church property as may be needed for Day Care operation), grass cutting and maintenance of landscape, glass, mechanical, fencing and paint. Tenant, at its expense, shall maintain in good order and repair, allowing for

reasonable wear and tear, all portions of the Premises, including but without limiting the generality of the foregoing: The exterior of all bearing walls (painting the same as often as is necessary), the roof, floor structures, pipes and conduits, utility installations, air conditioning and heating equipment, paving, and all glass and glazing. Tenant, at its expense, shall also make all repairs of every kind and character to the interior of the Premises.

- 7.8 On the last day of the term hereof, Tenant shall surrender the Premises to Landlord in a state of good repair, reasonable wear and tear excepted.
- 7.9 On Sundays, the Real Property may be used by the Church for its purposes, subject to such supervision by Tenant or its designee (Day Care Operator) as Tenant or its designee (Day Care Operator) may reasonably desire. It is estimated that The Church will use the Real Property for 4 hours on Sunday. The Church shall have responsibility for opening, closing and supervision of the Premises during such use.
- 7.10 Pursuant to Landlord's rights under the Day Care Operator's Lease, Hillendale hereby empowers the Church to act as its agent (designee) to go upon the Real Property and into the Building at reasonable times (without disturbance to the classroom activities in progress) for the purpose of inspecting the performance by Tenant of the terms and conditions of the Lease. This may be done with or without representatives of Hillendale. The Church covenants that it will not disturb the Day Care Operator's rights of quiet enjoyment of the leased premises.
- 7.11 From time to time the Church might receive complaints from persons in the neighborhood concerning the operation of the Day Care Center. The Church desires that the Tenant be available to meet with Church representatives. Tenant covenants and agrees that its subtenants (Day Care Operators) shall operate the Center in the highest quality manner, not merely in accordance with minimum standards. In this regard, all licensing standards of Baltimore County and the State of Maryland shall be fully adhered to.

SECTION 8. Assignment.

- 8.1 Tenant may assign this Lease and sublet the whole or any part of the Leased Premises subject to Paragraph 7.3 and approval of the Church.
- 8.2 The Church shall have the right to approve any subsequent Day Care Operator and any subsequent Day Care Lease. This approval shall not be unreasonably withheld.

SECTION 9. Condemnation.

- 9.1 "Taking" defined. As used herein, "Taking" shall refer to the taking (other than for temporary use) or the sale to a public authority under threat of a Taking, of all or part of the Leased Premises or any interest therein or right accruing thereto as a result of or in lieu of condemnation or eminent domain or any part thereof. A Taking shall be effective for the purpose of this Section as of the date on which possession is required to be surrendered.
- 9.2 Total Taking.
 - 9.2.1 In the case of a Taking of the fee of the entire Leased Premises (Total Taking), this Lease shall terminate as of the date on which such Taking shall be effective. In the case of a Taking of such substantial part of the Leased Premises as shall result, in the good faith judgment of the Tenant, in the Leased Premises remaining after such Taking, even if restoration were made, being unsuitable for use as a Day Care Center, Tenant, at its option, may terminate this Lease by written notice given to the Church within 60 days after such Taking. Any Taking of this character shall be considered and referred to as a "Total Taking" also.
 - 9.2.2 In the event of a Total Taking, the total award shall be paid to

a trustee which shall be an institutional lender and which, at the option of Tenant, may be Tenant's lender, to be held in trust and such award shall be paid out on the following order of priority:

9.2.2.1 There shall be paid to Tenant's lender all sums secured by the Leased Premises.

9.2.2.2 After payment under Section 9.2.2.1, above, there shall be paid to the Church the value of the reversion, and to the Tenant, the value of the leasehold.

9.3 In the case of a Taking of the Leased Premises other than a Total Taking, this Lease shall remain in full force and effect as to the portion of the Leased Premises remaining immediately after such Taking without any abatement or reduction of rental and the Church hereby assigns unto Tenant its entire interest in any awards or payments made on account of such Taking.

SECTION 10. Default by Tenant.

10.1 If Tenant shall default in the payment of rent or any other payments required of Tenant hereunder, and such default shall continue for a period of 5 days after written notice of such default shall have been sent by registered or certified mail by the Church to Tenant, or if Tenant shall default in the performance or observance required of it hereunder and shall fail to cure such default within 30 days after receipt by Tenant of notice of such default from the Church (or if such default shall be of such a nature that cannot be cured within said period, if Tenant shall not have commenced to cure such default within said period and thereafter diligently prosecuted the curing of such default), then in any of such cases the Church lawfully may immediately and without further notice or demand enter into and upon the Leased Premises or any part thereof and hold the Leased Premises as if this Lease had not been made.

10.2 If a Mortgagee, as defined in Section 11, of all or a portion of the Leased Premises shall have given to the Church written notice specifying the name and address of such Mortgagee, the Church shall send, by certified or registered mail, to such Mortgagee a copy of each notice or default by Tenant at the same time as and whenever any such notice of default shall thereafter be given by the Church to the Tenant addressed to such Mortgagee at the address last furnished to the Church. No notice by the Church shall be deemed to have been given unless and until a copy thereof shall have been so given to such Mortgagee. The Church agrees to accept performance and compliance by any such Mortgagee of and with any term, covenant, agreement, provision, condition or limitation on Tenant's part to be kept observed or performed hereunder with the same force and effect as though kept, observed and performed by Tenant. In case of the termination of the Lease by reason of the happening of any event of default as specified herein, the Church shall give notice thereof to any Mortgagee who shall have notified the Church of its name and address as above provided. If, within 30 days after the mailing of such notice, such Mortgagee shall commence and proceed with due diligence to cure the default specified in the notice or if the default be non-payment of rent such Mortgagee shall pay or arrange, to the reasonable satisfaction of the Church, for the payment of the sum of money equal to all rent payable by Tenant hereunder as of the date of such termination, in addition to all expenses incurred by the Church in terminating this Lease and in acquiring possession of the Leased Premises, the Church shall upon written request of such Mortgagee mutually execute and deliver a new lease of the Leased Premises to such Mortgagee or the nominee of such Mortgagee for the remainder of the term of this Lease upon the term, rent, covenants, agreements, provisions, conditions and limitations herein contained.

10.3 In the event of default by the Day Care Operator under the Day Care Operator's lease, it is Hillendale's right but not the obligation to execute under the Day Care Operator's personal guarantee. In the event there shall be a default under both the Day Care Operator's lease and this ground lease, Hillendale hereby assigns the Church the right to

"step into" Hillendale's position in order to execute against such personal guarantee should Hillendale be unwilling or unable to do so. It is not the intention of this paragraph to allow for two separate actions in the event of default, but rather allow the Church such rights in addition to the remedies available to them.

10.4 Should Hillendale file for bankruptcy, this lease shall be considered in default.

SECTION 11. Mortgaging and Subordination.

11.1 "Mortgage" shall refer to a Mortgage or Deed of Trust or any other encumbrance upon or conveyance of an interest in the Leased Premises as security for a debt. "Mortgagee" shall refer to the holder of a security interest in the Leased Premises. "Institutional Lender" shall refer to a bank, trust company, savings institution, insurance company or other institution commonly recognized at the time in question as an Institutional Lender. "Foreclosure" shall include (but not be limited to) a sale under a power of sale contained in a deed to secure debt.

11.2 At any time during the term of this Lease, Tenant (or in the event of subletting or assignment by Tenant, then such sub-tenant or assignee) may assign or encumber Tenant's interest in this Lease by way of a Mortgage. However, in such event, and notwithstanding any foreclosure thereof or any assumption of Tenant's obligations under this Lease by any purchaser of Tenant's interest in this Lease, Tenant or sub-tenant or assignee, as the case may be, shall remain liable for the payment of the rent and other payments reserved in this Lease and the performance of all of the terms, covenants and conditions of this Lease which by the term hereof are to be carried out and performed by Tenant. If Tenant or sub-tenant or assignee encumbers its leasehold in the Leased Premises by Mortgage and should the Church be advised in writing of the name and address of the Mortgagee, then this Lease shall not be terminated or cancelled on account of any default by Tenant or a sub-tenant or assignee in connection with the performance of the terms, covenants or conditions of this Lease until the Church shall have complied with the provisions of Section 10.

11.3 The Church shall execute a subordination agreement to one or more first mortgages subjecting the Church's reversionary interest and fee simple title to the lien and encumbrance of any such first mortgage to secure a loan or loans provided:

11.3.1 Such mortgage shall contain a provision exculpating the Church from the payment of any deficiency judgment in the event of foreclosure and contain a provision providing that the Church shall not be obligated to make interest or principal payments thereunder.

11.3.2 The Mortgagee shall be an Institutional Lender.

11.3.3 Tenant shall not be in default under the terms of this Lease at the time any such request is made.

11.3.4 Tenant agrees that it shall furnish the Church with a true copy of the Mortgage and Tenant further agrees to deliver to the Church an instrument reasonably satisfactory in form and substance to the Church covenanting that all sums which fall due under the Mortgage will be paid as and when due and that the Tenant or any other mortgagor will comply with all obligations under such Mortgage.

11.3.5 The Mortgage shall require that the Mortgagee must notify the Church in writing of any default thereunder, and further, to notify the Church in writing at least 15 days prior to the commencement of foreclosure proceedings against the Church's interest and the nature of the default or defaults of Tenant in the performance of its obligations set forth in the Mortgage which gives the Mortgagee the right to foreclose on the Church's interest, and to give the Church during such 15-day notice period the right to correct any such default or defaults and, by doing so, to prevent a foreclosure of the Church's interest in the Leased Premises resulting from the default.

11.3.6 The mortgage shall not be in excess of eighty (80%) of appraised value of the building, improvements and land; and in the first year of this lease not be in excess of sixteen (16%) interest rate.

11.4 In the event of a default under the mortgage by the Tenant the Church shall have the right to step-in and purchase the property.

11.5 Hypothecation:

(a) As security for the Church subordinating the land, Hillendale shall establish a savings account or Certificate of Deposit in a bank or Savings & Loan (FDIC, FSLIC or MSLIC insured institution) in the amount of \$20,000 upon settlement of its construction loan. This account will require two signatures, Church and Hillendale, and will be drawn upon by the Church in the event a mortgage institutes foreclosure proceedings upon the property.

(b) All interest accrued upon such account shall be paid to Hillendale for use as it desires.

(c) At the end of ten years, and upon demonstration of satisfactory performance by Hillendale, the account shall be released to Hillendale upon agreement of both parties.

(d) At the end of the lease term, the account shall be released to Hillendale provided there has been no default hereunder.

SECTION 12. Force Majeure.

12.1 Tenant shall be excused from performing any of its obligations or undertakings provided in this Lease so long as the performance of such obligation is prevented or delayed by act of God, fire, earthquake, floods, explosion, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies, strikes, lock-outs, action of labor unions, condemnation, laws, order of government authorities, moratoria of government authorities, litigation involving a party or other related to zoning, subdivision or other governmental action or inaction pertaining to the Leased Premises, or any portion thereof, inability to obtain government permits or approvals not within the reasonable control of Tenant.

12.2 In the event of substantial destruction to the property and in the event the Tenant does not restore the property, the Tenant shall level the property and grade the land to its original condition in accordance with Baltimore County standards.

SECTION 13. Notices.

13.1 Every notice, demand, request, consent, approval or other communication which either party is required or desires to give or to make or to communicate upon or to the other party shall be in writing and shall be delivered or sent by certified mail, postage prepaid, return receipt requested, as follows:

If to the Church - 1201 Taylor Avenue, Baltimore, MD 21234, or such other address or addresses as the Church shall from time to time designate by notice to Tenant;

If to Tenant - Hillendale Limited Partnership, c/o Mr. John O. Simons, 515 E. Joppa Road, Towson, Maryland 21204, or to such other address or addresses as Tenant shall from time to time designate by notice to the Church.

13.2 Every notice, demand, request or other communication sent in the manner aforesaid shall be deemed to have been given, made or communicated, as the case may be, on the third business day after the same has been deposited or certified properly addressed as aforesaid, postage prepaid, in the United States mail, except that any notice, demand, request or other communication may be personally delivered, and in such event shall be deemed to have been given on the date the same shall have been personally delivered, to an officer or partner of the party or to a member of the clergy of the Church to whom such notice, demand, request or other communication is addressed.

SECTION 14. Miscellaneous.

14.1 The paragraph headings throughout this Lease are for convenience only, and the words contained therein shall in no way be held to explain, modify, amplify, add to or diminish the interpretation, construction or meaning of the provisions of this Lease.

14.2 It is expressly agreed and understood that all covenants, agreements, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. No modification of this Lease shall be binding unless evidenced by an agreement in writing signed by the parties.

14.3 The Church and Tenant each warrant that it has had no dealings with any broker or agent in connection with this Lease and each covenants to pay, hold harmless and indemnify the other from and against all cost, expense or liability for any compensation, commissions or charges claimed by any broker or agent with respect to this Lease.

14.4 Each of the parties hereto agrees that at any time, and from time to time, at reasonable intervals within 10 days after written request from the other party, it will execute, acknowledge and deliver to the other party or to any prospective mortgagee or other person designated by the other party a certificate stating (i) that the Lease is unmodified and in full force and effect (or if there has been modification, that the Lease is in full force and effect as modified and identifying the modification, or if the Lease is not in full force and effect, the certification shall so state); (ii) the date to which rental has been paid under the lease; (iii) whether or not there is any existing default by a party, including non-payment of rent or any other sum of money due under this Lease, and whether or not there is any other existing default by either party under the lease with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (iv) whether or not there are any setoffs, defenses or counter-claims against enforcement of the obligations to be performed under the Lease.

14.5 This Lease may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

14.6 Tenant shall not sell or assign the general partner's interest in the Hillendale Limited Partnership without approval by the Church.

SECTION 15. Use of Church Parking Lot.

15.1 Tenant shall have the use of the Church parking lots and the front drop-off point consistent with the zoning order and zoning plat.

15.2 The Church shall not diminish the present parking spaces without prior approval of the Tenant and/or Baltimore County.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the date first above written.

WITNESS:

ST. ANDREWS EVANGELICAL LUTHERAN CHURCH

By: Robert R. Nally

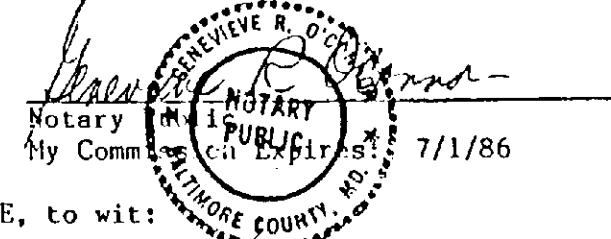
HILLEDALE LIMITED PARTNERSHIP

By: John O. Simons

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 23rd day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert R. Dole Jr., agent for St. Andrews Evangelical Lutheran Church, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as the duly authorized agent of said St. Andrews Evangelical Lutheran Church by signing the name of St. Andrews Evangelical Lutheran Church by himself as agent.

WITNESS my hand and Notarial Seal.



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 23 day of July, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John O. Simons, Jr., who acknowledged himself to be a general partner of Hillendale Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as a duly authorized general partner of said Hillendale Limited Partnership by signing the name of Hillendale Limited Partnership by himself as a general partner.

WITNESS my hand and Notarial Seal.



DAVE McCUNE-WALKER

530 East Joppa Road
Towson, MD 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers

EXHIBIT A

DESCRIPTION

1 Acre Parcel for Special Exception for Nursery School and for Front Yard Variance and for Variance for Building in DR 10 Zone and Within 75' of Land Zoned DR 10.5 Which is not in the Same Development and for Parking Variance
Ninth Election District, Baltimore, Maryland

Beginning for the same at a point on the southernmost side of Taylor Avenue, 100 feet wide, at the northwest corner of a file curve, connecting said southernmost side of Taylor Avenue with the westernmost side of Hillsway Avenue, 80 feet wide, and running thence along said file curve (1) 22.42 feet in a south-easterly direction along an arc of a circle subtended by a chord bearing South 43° 53' 08" East 20.39 feet to the westernmost side of Hillsway Avenue, thence binding along said westernmost side of Hillsway Avenue (2) South 01° 04' 16" East 225.27 feet to the beginning of a file curve, connecting said westernmost side of Hillsway Avenue with the northernmost side of Dartmouth Avenue, 60 feet wide, thence binding along said file curve (3) 23.32 feet in a southwesterly direction along an arc of a circle subtended by a chord having a radius of 15.00 feet, said arc being subtended by a chord bearing South 43° 28' 26" West 21.05 feet to the northernmost side of Dartmouth Avenue, thence binding along said northernmost side of Dartmouth Avenue (4) South 88° 01' 06" West 484.38 feet and (5) 146.16 feet in a southwesterly direction along an arc of a circle subtended by a chord having a radius of 180.00 feet, said arc being subtended by a chord bearing South 64° 45' 36" West 214.23 feet, thence leaving Dartmouth Avenue and running (6) North 11° 17' 42" West 27.27 feet, (7) North 48° 47' 20" East 133.05 feet and (8) North 50° 50' East 172.54 feet to a point on the aforesaid southernmost side of Taylor Avenue, thence binding thereon (9) 23.01 feet in a westerly direction along an arc of a circle subtended by a chord having a radius of 810.00 feet, said arc being subtended by a chord bearing South 85° 56' 40" East 23.00 feet and (10) South 30° 30' East 16.05 feet to the place of beginning, containing 1 Acre of land, more or less.

Wilson F. Outen
Wilson F. Outen Reg. No. 22493



April 28, 1980
Job Order No. B-8011

TS RG

EXHIBIT D - MINIMUM RENT SCHEDULE

- A. First Rental Year - If the Building is ready for occupancy by September 15, 1984, or after January 1, 1985 \$27,000.00
- First Rental Year - If the Building is ready for occupancy after September 15, 1984 but before January 1, 1985 \$22,500.00
- B. Second Rental Year - \$29,000.00
- C. Third Rental Year - \$50,000.00
- D. Fourth Rental Year - \$50,000.00
- E. Fifth and Sixth Rental Year - Each Year - \$52,000.00
- F. Every two years commencing with the Fifth Rental Year, the minimum Rent shall increase by \$2,000.00; during the even years starting with the Sixth Rental Year, the minimum rent shall remain as in the preceding Rental Year. For example, the minimum Rental during the Sixth Rental Year shall be \$52,000.00 and during the Seventh Rental Year, \$54,000.00. This \$2,000.00 increase every odd rental year shall apply during any Renewal Term of this Lease.

TS RG

6/4/84
18,791

LEASE

June 4

THIS LEASE, made as of May, 1984, by and between HILLENDALE LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter usually referred to as "Landlord," whose address is 515 East Joppa Road, Towson, Maryland 21204, and EDUCARE, INC., a Maryland corporation, hereinafter usually referred to as "Tenant," whose address is 43 Boxthorn Road, Abington, Maryland 21009, WITNESSETH:

EXPLANATORY STATEMENT: Landlord is leasing a tract of land containing approximately 0.91 acre of land in Baltimore County, Maryland, located at the southwest corner of the intersection of Taylor Avenue and Hillsway Avenue, from St. Andrews Evangelical Lutheran Church under a long-term ground lease. Such land will usually hereinafter be referred to as the "Land," and is more particularly described on the metes and bounds description attached to this Lease as a part hereof marked Exhibit A. Landlord and Tenant have agreed to the design of a proposed building to be constructed on the Land in accordance with the construction drawings marked Exhibit B attached hereto as a part hereof, which building will hereinafter usually be referred to as the "Building" with the Land and Building together being referred to herein as the "Real Property." Landlord desires to lease the Real Property to Tenant, and Tenant desires to rent the Real Property from Landlord for the operation by Tenant of a day care center (hereinafter referred to as the "Center") subject to certain approvals and control of the Landlord and St. Andrews Evangelical Lutheran Church, hereinafter usually referred to as the "Church," upon the following terms, rentals and provisions.

THEREFORE, in consideration of the rents and mutual covenants and agreements hereinafter contained, Landlord hereby leases and demises unto Tenant, and Tenant hereby leases and demises from Landlord, the Real Property upon the rentals, terms and conditions hereinafter provided.

Section 1. - Leased Premises:

The Leased Premises are the Real Property described above and on Exhibit A.

Section 2. - Term:

2.1 The original term of this Lease shall be for 10 years commencing on the "Commencement Date" as hereinafter defined. The Commencement Date shall be that date on which the first of the following events occurs: (a) the date on which the Building is "ready for occupancy" as hereinafter defined, or (b) the date on which Tenant, pursuant to the prior written approval of Landlord, shall take possession or occupy all or any portion of the Building. The Building shall be deemed "ready for occupancy" on that date that Landlord's contractor shall certify that the Building has been substantially completed. Landlord shall give Tenant written notice at least 30 days in advance of the date on which Landlord expects the Building to be ready for occupancy.

Both parties will work to obtain appropriate County (14) approvals of the premises for operation of a day care center. Until the construction meets with such licensing then it shall not be deemed "ready for occupancy". Such licensing inspections may occur between the time of notification of substantial completion and the commencement date.

By
OYSTON, MUELLER,
MCLEAN & REID
SUITE 200
120 W. DEAN AVE.
TOWSON, MARYLAND
21204-1578
800-1000

The Commencement Date shall be inserted when determined, and the signature of the parties or their agents affixed thereto, as follows:

Commencement Date _____

Landlord _____

Tenant _____

2.2 This Lease shall terminate without further notice from either party at the end of the term hereof, or at the end of a Renewal Term hereof to the extent this Lease is renewed as hereinafter provided. Notwithstanding anything to the contrary under the law, if at the expiration of the termination of this Lease, Tenant shall hold over for any reason, the tenancy of Tenant thereafter shall be from month to month only, and shall in the absence of written agreement to the contrary be subject to all of the covenants and conditions of this Lease other than the term or duration hereof.

2.3 Under no circumstances shall Landlord or its agent be liable to Tenant in damages for any delay in the commencement of the term of this Lease.

2.4 In addition to the original 10-year term of this Lease, Tenant shall have the right to renew this Lease on the same terms and conditions and for the rent herein provided, including the provisions of Exhibit D, for one additional consecutive term of 5 years (the Renewal Term) upon notice to Landlord from Tenant of Tenant's intention to exercise the renewal right delivered to Landlord not less than 6 months prior to the expiration date of the original term of this Lease. In addition, Tenant may, with Landlord's approval, renew the term for two additional terms of 5 years each upon 6-months' notice to Landlord prior to the expiration of the Renewal Term.

Section 3. - Building and Tenant's Improvements:

3.1 Building. Landlord shall cause the Building to be constructed upon the Land at Landlord's sole cost and expense. Landlord will commence construction forthwith after financing and building permits have been obtained and the Church has given such permissions as are required hereunder, and will complete construction without unnecessary delay in accordance with Exhibit B of this Lease.

3.2 Tenant's Improvements. Landlord shall cause to be installed at Tenant's sole cost and expense Tenant's Improvements as shown on Schedule C of this Lease. It is estimated by the parties that the cost of Tenant's Improvements will be \$10,000.00.

Section 4. - Security Deposit:

Tenant has heretofore paid to Landlord the sum of \$2,000.00

in partial payment of the Security Deposit hereunder. With the signing hereof, Tenant shall pay an additional \$3,000.00 to Landlord to complete payment of the Security Deposit. The Security Deposit will be returned to Tenant within 30 days following the termination of the term of this Lease, provided there is no damage to the Real Property (normal wear and tear excepted) and Tenant has fully complied with all obligations hereunder.

Section 5. - Basic Rent:

The Basic Rent shall be in the amounts and for the periods of time shown on the attached Schedule, marked Exhibit D. The Basic Rent payable from time to time in the amounts indicated on the Schedule (Exhibit D) shall be paid in equal monthly installments in advance on the first day of each calendar month during the term without any deductions or setoffs and without any demand; provided, however, that if the Lease Term shall commence on a day other than the first day of the month, Tenant shall pay on the Commencement Date the appropriate sum, if any, for the fractional part of the month at the beginning of the term a prorated amount of the monthly rent then due, if any.

Section 6. - Percentage Rent:

6.1 Defined Terms. "Rental Year" defined: The first Rental Year shall commence as of the first day of the month following the Commencement Date, or shall be the Commencement Date if the Commencement Date is the first day of the month, and shall continue for 12 full calendar months thereafter. Each succeeding Rental Year shall consist of 12 full calendar months immediately succeeding the previous Rental Year.

"Percentage Rent" shall mean 20% of the gross revenues of the Center and Real Property of every kind and description for the Rental Year and each Rental Year thereafter.

6.2 Rent Increase. For each Rental Year, Tenant shall pay to Landlord, as Annual Rent, the greater of (i) the minimum rent provided for during that Rental Year on Exhibit D hereof, or (ii) Percentage Rent.

6.3 Payment of Percentage Rent. Within 10 days after the end of each calendar month of the term during each Rental Year, Tenant shall supply Landlord with an accurate statement of gross revenue for such month, and Landlord shall have the right to reasonably estimate Percentage Rent for the balance of the Rental Year and to bill Tenant therefor. Tenant shall pay such estimated Percentage Rent upon receipt of such bill.

Within 30 days after the end of each Rental Year, throughout the term of this Lease, Tenant shall submit to Landlord a statement certified by Tenant and by Tenant's Certified Public Accountant setting forth the actual gross revenues of the Center and Real Property for the preceding Rental Year and shall submit with such statement such additional Percentage Rent payable as provided in sub-paragraphs 6.1 and 6.2 above, if any, not theretofore paid. Should there have been an overpayment of Percentage Rent for the preceding Rental Year, Landlord shall credit Tenant's account (or if such adjustment is at the end of the Lease Term, pay Tenant) within 30 days of

receipt of such certified statement, such amounts as may be necessary to adjust Tenant's payment of Percentage Rent for such preceding Rental Year in accordance with the actual gross revenues.

6.4 Percentage Rent Accounting.

6.4.1 Tenant shall keep or cause to be kept complete and accurate books and records of all revenues received by or for the Center and Real Property for at least 3 years which shall be maintained in accordance with generally accepted accounting principles consistently applied.

6.4.2 The annual certified statement of gross revenues shall, in addition to being certified by Tenant, be certified by an independent Certified Public Accountant, satisfactory to Landlord.

6.4.3 Landlord shall have the right to examine and/or audit all of the books and records of Tenant at reasonable times. Should Landlord's examination and/or audit reveal an error in Tenant's statements of gross revenues of greater than \$5,000.00, Tenant shall pay Landlord's cost and expenses in connection with such examination and/or audit. In the case of intentional misstatement of gross revenues, Tenant shall pay to Landlord two times the difference between the rent properly due based on an accurate statement of gross revenues and rent computed from the intentionally inaccurate statement or records.

Section 7. - Use of Real Property:

The Real Property shall be used as a private day care center for profit which shall be operated by Tenant. On Sundays, the Real Property may be used by the Church for its purposes, subject to such supervision by Tenant as Tenant may reasonably desire. It is estimated that the Church will use the Real Property for 4 hours on Sunday. The Church shall have responsibility for opening, closing and supervision of the Premises during such use.

Section 8. - Landlord's Expenses and Tenant's Expenses:

Landlord's only expenses after constructing the Building shall be payment of (i) real estate taxes, and (ii) premiums for fire and casualty insurance on the Building, and (iii) exterior maintenance of (a) structure, (b) roof, (c) paving, (d) sidewalks (as Tenant calls need to Landlord's attention). Exterior maintenance includes, but is not limited to, grass cutting and maintenance of landscape, glass, mechanical, fencing and paint. All other expenses of the Center and Real Property shall be paid by Tenant, including, but not limited to, personal property taxes, liability insurance (covering the entire property of the Church with the Church as a named insured), grounds keeping, utilities, maintenance of the Building and the Real Property and all other expenses.

Section 9. - Alterations:

Tenant will not make or suffer to be made any alterations in improvements or additions to the Building or the Real Property without first obtaining Landlord's prior written consent.

Any alterations, improvements or additions which are made shall become part of the Leased Premises subject to the terms hereof and shall be the property of Landlord, except as provided in Section 10 hereof.

Section 10. - Fixtures and Personal Property:

Tenant, at its expense, may install any necessary trade fixtures, equipment and furniture in the Leased Premises. Such trade fixtures, equipment and furniture shall remain Tenant's property and shall be removed upon expiration of the term hereof or earlier termination of this Lease. Tenant shall repair all damages caused by installation or removal of same at its sole expense.

Section 11. - Maintenance and Repair:

11.1 Landlord shall have no obligation to maintain or repair any portion of the Leased Premises.

11.2 Tenant, at its expense, shall maintain in good order and repair, allowing for reasonable wear and tear, all portions of the Premises, including but without limiting the generality of the foregoing: The exterior of all bearing walls (painting the same as often as is necessary), the roof, floor structures, pipes and conduits, utility installations, air conditioning and heating equipment, paving, and all glass and glazing. Tenant, at its expense, shall also make all repairs of every kind and character to the interior of the Premises. On the last day of the term hereof, Tenant shall surrender the Premises to Landlord in a state of good repair, reasonable wear and tear excepted.

11.3 Should Tenant fail to make repairs pursuant to this Section, Landlord shall have the right but not the obligation to make such reasonable repairs. The cost of any such repairs made by Landlord (plus markups for overhead and profit) shall immediately be due and payable by Tenant to Landlord.

11.4 Tenant shall promptly pay and discharge all claims for work done, supplies furnished or services rendered in connection with repairs to or operation of the Building. Should such payment be contested by Tenant, then Tenant shall indemnify Landlord and provide a bond, letter of credit, or other instrument satisfactory to Landlord to insure potential payment in the event of lien or other legal proceedings.

Section 12. - Inspection of Leased Premises:

Landlord (with or without representatives of the Church), at reasonable times (without disturbance to classroom activities in progress), may go upon the Real Property and into the Building for the purpose of inspecting same or for the purpose of inspecting the performance by Tenant of the terms and conditions hereof.

Section 13. - Public Liability Insurance and Indemnity:

13.1 Tenant shall, at its own cost and expense, keep and maintain in full force during the term hereof, public liability insurance covering the Real Property and the Church property and Tenant's activities thereon against claims for personal

injury and death in amounts of not less than \$250,000.00 for injury or death of any one person; \$500,000.00 for injury or death of all persons in any one accident or occurrence; and \$25,000.00 for property damage. Tenant shall furnish to Landlord a certificate evidencing the fact that the insurance described herein has been obtained and is in full force and effect, that Landlord is an additional insured thereunder, and that it cannot be cancelled without 10-days' prior notice to Landlord.

13.2 Tenant covenants that it shall hold and save Landlord harmless of and from any and all loss, cost or damage arising by reason of injury or death of persons or damage to property in or upon the Real Property or caused by negligent activities conducted thereon by Tenant; provided, however, that tenant shall not be required to indemnify Landlord for any damage or injury of any kind arising out of the negligence of Landlord.

13.3 Tenant shall be responsible for contents insurance at Tenant's cost.

Section 14. - Damage and Destruction:

14.1 In the event that the Building is damaged or destroyed during the term of this Lease, Landlord shall, except as herein-after provided, diligently repair or rebuild the same to substantially the conditions in which the same existed immediately prior to such damage or destruction.

14.2 Rent Abatement: Rental due and payable hereunder shall be abated proportionately during any period in which by reason of such damage or destruction there is substantial interference with the operation of Tenant's business in the Real Property having regard to the extent to which Tenant may be required to discontinue its business in the Real Property, and such abatement shall continue for the period commencing with such damage or destruction and ending with a substantial completion by Landlord of the work of repair and reconstruction which Landlord is obligated or undertakes to do. If continuation of business is not practical, all rentals due and payable hereunder shall abate until reconstruction is substantially completed or until business is totally or partially resumed, whichever is the earlier.

14.3 Excessive Damage or Destruction: In the event that the Building is damaged or destroyed to the extent that it appears the same cannot be fully repaired or restored by Landlord within a period of 90 days after such damage or destruction, either party shall have the option to terminate this Lease. Landlord shall have the right to determine whether the Building can be fully repaired or restored within the 90-day period, and such determination shall be conclusive upon the Tenant. Landlord shall notify Tenant of its determination, in writing, within 30 days after the date of such damage or destruction. Within 30 days of the date of such notice, either party may give notice to the other party of the termination of this Lease if such notice states that the Building cannot be fully repaired or restored within 90 days. If no such termination notice is given or if Landlord determines that such Premises can be fully repaired or restored within the 90-day period, then this Lease shall remain in full force and effect and Landlord shall diligently repair and restore the Building. Landlord shall not be liable for any delay beyond Landlord's control.

Section 15. - Eminent Domain:

15.1 Landlord reserves all rights to damages to the Real Property and the leasehold hereby created accruing in case of exercise of eminent domain, and Tenant hereby grants to Landlord all Tenant's rights to damages so accruing and agrees to deliver such further instruments of assignment thereof as Landlord may from time to time reasonably request. Landlord shall, however, pay to Tenant from the damages when received, the amount, if any, by which they are increased by reason of taking of fixtures or equipment which Tenant is entitled to remove, or cost to Tenant of moving from the Premises taken.

15.2 In case of exercise of eminent domain reducing the floor area of the Building by more than one-fifth or rendering the portion not taken permanently untenable for Tenant's uses, either party may by notice to the other within 30 days thereafter terminate this Lease as of the date when Tenant is required to vacate the portion taken; and, Landlord may so terminate notwithstanding Landlord's entire interest may have been divested. If after exercise of eminent domain, this Lease is not terminated, Landlord shall do such work as may be reasonably necessary to restore what may remain of the Building or Premises to tenantable condition for Tenant's uses, but shall not be required to expend more than the balance of damages Landlord reasonably expects to be available for restoration unless payment of the excess cost is assured as hereinafter provided. The work shall be commenced within 4 weeks after the date when Tenant is required to vacate the Premises taken and completed with due diligence except for delays due to governmental regulation, unusual scarcity of or inability to obtain labor or materials, or cause beyond Landlord's control. If at any time it is determinable that the balance of damages available for restoration will not be sufficient to pay the cost of restoration, or there is reasonable doubt of the sufficiency, Landlord may terminate this Lease by giving Tenant at least 30 days prior notice specifying the termination date, unless Tenant before the termination date agrees to pay the excess cost when determined and gives Landlord adequate security for the payment. If the balance of damages available for restoration exceeds the cost of restoration, the excess shall be held by and be the property of Landlord.

SECTION 16. - Default:

16.1 The occurrence of any of the following events shall constitute an event of default on the part of Tenant:

16.1.1 Failure to pay any installment of rent due and payable hereunder upon the date when said payment is due, said failure continuing for a period of 5 days after written notice of such default;

16.1.2 Default in the performance of any of Tenant's covenants, agreements or obligations hereunder, said default, except default in the payment of any installment of rent, continuing for 30 days after written notice thereof from Landlord to Tenant; provided that if such default is other than in the payment of money and cannot be cured with such 30-day period, then Tenant shall not be in default hereunder if Tenant within such 30-day period commences curing of such default and diligently and in good faith prosecutes the same;

16.1.3 Tenant abandons the Building or removes, or attempts to remove, its fixtures and equipment from the Building without having paid Landlord in full and all rent and other sums due or becoming due until the end of the Lease term;

16.1.4 Tenant becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or shall file any debtor proceedings for the appointment of a receiver or the filing against Tenant or this Leasehold of such a petition or bill is not dismissed or discharged within 45 days or the institution by Tenant of proceedings for reorganization or for re-arrangement with creditors, or for appointment of a receiver or trustee of all or a portion of Tenant's real or personal property, or the sale or levy upon the real or personal property of Tenant by any sheriff, marshal or constable.

Section 17. - Remedies:

17.1 If the Tenant is in default, this Lease shall be deemed to have been breached, and thereupon by that fact itself and without entry or other action by Landlord:

17.1.1 Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass;

17.1.2 The Landlord, at its sole option, may terminate this Lease, or Landlord may without terminating this Lease, alter and re-lease the Premises on any terms and conditions acceptable to it. Any such re-leasing rent received by the Landlord shall first be applied to any and all costs or expenses of re-leasing, including brokerage fees and reasonable attorneys' fees incurred by Landlord, and then be applied in the payment of rent due and unpaid under this Lease, and Tenant shall remain continually liable for any and all deficiencies. Any re-entry or taking possession of the Premises by Landlord shall not be construed as an election on its part to terminate nor shall Landlord have any obligation to assign, sublet, or re-let the Premises at any time or upon any terms or conditions. Notwithstanding any re-leasing without termination, Landlord may thereafter elect to terminate for any default and recover from the Tenant immediately and all damages incurred by Landlord, including all costs and expenses and reasonable attorneys' fees;

17.1.3 In case suit shall be brought for recovery of possession of the Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant contained in this Lease on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all expenses incurred therefor, including reasonable attorneys' fees.

17.2 Cumulation of Remedies. All rights and remedies herein created for the benefit of Landlord are cumulative. Resort of any one remedy shall not be construed to be an election of remedies by Landlord or to exclude or prevent Landlord from resorting to any other legal remedy.

17.3 Speedy Recovery. Landlord, upon the happening of any of the events giving it the right to terminate this Lease, shall without further notice be entitled to the benefit of all the provisions of the law, whether general or local, now in force or hereafter enacted, for the speedy recovery of the possession of the Premises.

Section 18. - Limited Liability of Landlord:

18.1 Transfer by Landlord: In the event Landlord sells, leases or otherwise transfers its title to the Real Property, Landlord shall be relieved of all covenants and obligations hereunder; and the Tenant will attorn to the transferee and perform all of the terms, covenants, conditions, and obligations of this Lease provided such transferee agrees to assume all covenants and obligations of Landlord hereunder.

18.2 Tenant expressly agrees that the liability of Landlord shall be limited to its equity in the Real Property and there shall be no personal liability on the part of Landlord or any partner, shareholder or investor in Landlord, or in any of its or their successors or assigns, and if any such successors or assigns or other similar entity, there shall be no personal liability on the part of any other party having an interest therein.

Section 19. - Compliance with Laws and Quality of Operation:

19.1 Tenant shall promptly comply with all laws, ordinances, rules and regulations of all Federal, State, County and Municipal Governments or agencies (including all Orders entered by the Zoning Commissioner or County Board of Appeals of Baltimore County in Case No. 81-73-XA or any other proceeding affecting the Real Property) now in force or that may be enacted hereafter applicable to Tenant's use and occupancy of the Premises, including duly filing all reports (with copies to Tenant) as may be required. Tenant shall have the right, however, to contest any such law, ordinance, rule or regulation by appropriate legal action, provided that such contest is conducted without cost, expense or prejudice to Landlord. The parties agree that failure to so comply with all such applicable laws, ordinances, rules and regulations shall constitute a default hereunder.

19.2 Quality of Operation. Tenant covenants and agrees to operate the Center in the highest quality manner, not merely in accordance with minimum standards. In this regard, all licensing standards of Baltimore County and the State of Maryland shall be fully adhered to. In order to evaluate the quality of the operation of the Center and to assure that such high quality is maintained and continued, Landlord may, from time to time, on its, or on the Church's behalf, have inspections and/or appraisals of the Center and its operation made by qualified personnel. Tenant covenants and agrees to cooperate with such personnel. The parties agree that failure to operate the Center in the highest quality manner shall constitute a default hereunder.

19.3 Vijaya Gadde. Tenant agrees that Vijaya Gadde will provide active, on-site supervision and management of the Center for at least the first 12 months of its operation.

Section 20. - Statement of Tenant:

Tenant shall at any time and from time to time within 20 days after written request by Landlord execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect if such is the fact (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modifications) and the dates to which the rentals and other charges have been paid in advance, if any. It is expressly understood and agreed that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the estate of Landlord or the mortgagee or assignee of any mortgage or the trustee or beneficiary of any deed of trust constituting a lien upon the Real Property.

Section 21. - Accord and Satisfaction:

The Landlord's acceptance of an amount less than that due under this Lease shall not be considered other than a payment on account, nor shall any endorsement or statement on any check or letter with such payment constitute an accord and satisfaction. No acceptance by Landlord of payments less than those due shall be a waiver of any Tenant's obligations.

Section 22. - Waiver:

No waiver of any default or breach of any covenant by either party hereunder shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

Section 23. - Complete Agreement:

It is expressly agreed that this Lease contains all terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental and use and occupancy of the Premises and that no prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and that terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to except in writing signed by the parties hereto.

Section 24. - Assignment and Subletting:

Tenant shall not assign this Lease or any interest therein, or sublet the Premises or any portion thereof without the prior written consent of Landlord and the Church, which consent shall not be unreasonably withheld by either the Church or Landlord. Tenant shall pay to Landlord all Landlord's reasonable expenses in connection with the giving of such consent, including reasonable attorneys' fees. Any assignment or subletting prohibited hereunder without consent of Landlord shall be void. No such

assignment shall have the effect of relieving Tenant of its primary liability for the performance of all of Tenant's obligations and covenants hereunder; and shall require the assignee to, in writing, assume and agree to perform all of Tenant's obligations hereunder.

Section 25. - Mortgage by Landlord:

It is expressly understood and agreed that Landlord shall have the right at any time and from time to time during the term of this Lease to mortgage or otherwise encumber its interest in the Real Property to the lien of such mortgage or other encumbrance, and Tenant accepts this Lease and the tenancy created hereunder subject and subordinate to any such mortgage or other security instrument which may hereafter be a lien upon or affect the Building or the Real Property or any part thereof.

Notwithstanding the provisions herein, Tenant agrees to make such reasonable changes in the terms of this Lease as any lender may reasonably require of Landlord, provided such changes do not materially affect Tenant's rights, terms, and conditions under this Lease.

Section 26. - Brokers. Each party agrees with the other that should any claim be made for any brokerage commission by, through or on account of the act or acts of either party, or either party's representative, the party whose act shall have given rise to any such claim will hold the other free and harmless from any and all liabilities and expenses in connection therewith. The parties understand that Bristol Realtors, Inc. and Coldwell Banker have performed services for Landlord in connection with this Lease and project.

Section 27. - Conditional Nature of Lease Until Church's Approval is Obtained, Building Permit Issued and Financing Obtained:

The parties hereto expressly recognize and agree that Landlord may declare this Lease null and void if Landlord is unable to obtain approval of the Church of this Lease, to obtain a valid building permit for the construction of the improvements on the Land and also obtain satisfactory financing for the cost of leasing the Premises and paying for the improvements to be erected thereon. However, this right must be exercised by Landlord, if at all, on or before October 1, 1984.

Section 28. - Tenant's Obligations Beyond Term:

Tenant's obligations hereunder to observe or perform covenants and conditions of this Lease shall survive the expiration or other termination of the term of this Lease.

Section 29. - Captions:

All section headings and marginal captions contained in this Lease are intended for convenience of reference only, and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

Section 30. - Notices:

Notices or demands shall only be deemed to have been given if in writing by certified mail, postage prepaid, to the address

specified in this Lease. If delivery of such mail is unclaimed after 5 days or refused, such notice shall be deemed to have been given. Either party can change their address by written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

WITNESS:

HILLENDALE LIMITED PARTNERSHIP

K. J. Best

John O. Simmons, Jr.

General Partner, Landlord

WITNESS:

EDUCARE, INC.

K. J. Best

By: *Kamalabargadde*

President, Tenant

GUARANTEE OF RENT AND OTHER LEASE TERMS AND PROVISIONS

We, the undersigned Stockholders of Tenant, in order to induce Landlord to enter into the above Lease, hereby unconditionally and irrevocably guarantee the full and punctual payment to Landlord of all rent and other sums due thereunder. The following provisions will also apply to this Guarantee:

1. This Guarantee shall be direct, immediate and primary and is one of payment and not just collection.

2. Landlord shall be under no obligation to pursue Landlord's rights against Tenant before pursuing Landlord's rights against the Guarantors.

3. Landlord may, without compromising, impairing or in any way releasing the Guarantors from their obligations hereunder at any time or from time to time (a) waive or excuse a default or defaults by Tenant, (b) grant extensions of time for payment or performance under the Lease, and/or modify, change or amend in any respect the Lease.

4. Guarantors waive (a) presentment and demand for payment and protest of non-payment; (b) notice of default; (c) demand for performance; and (d) any right to a trial by jury in any action brought at any time or from time to time on or with respect to this Guarantee Agreement.

5. This Guarantee shall inure to the benefit of and be enforceable by Landlord and Landlord's successors and assigns and shall be binding upon and enforceable against each of the Guarantors and each of the Guarantors' personal representatives and assigns.

6. All liabilities hereunder shall be joint and several and all provisions of this Guarantee Agreement shall apply collectively to both Guarantors and individually to each Guarantor.

JOYSON, MUELLER,
MCLEAN & REID
SUITE 200
100 W. PEARL AVE.
TOWSON, MARYLAND
21206-4575
822-1400

7. This Guarantee Agreement may be assigned by Landlord.

8. As used herein, the plural shall refer to and include the singular, and the singular, the plural.

WITNESS

GUARANTORS:

Genevieve R. O'Connor

Kamalabargadde (SEAL)
Kamal Gadde

Genevieve R. O'Connor

Vijaya Gadde (SEAL)
Vijaya Gadde

Date: _____, 1984

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of June, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN O. SIMMONS, JR., who acknowledged himself to be a general partner of Hillendale Limited Partnership, known to me (of satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as a duly authorized general partner of said Hillendale Limited Partnership by signing the name of Hillendale Limited Partnership by himself as general partner.

WITNESS my hand and Notarial Seal.

Genevieve R. O'Connor
Notary Public
My Commission Expires: 7/1/86

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared *Kamalabargadde*, President of Educare, Inc., known to me (or satisfactorily proven) who acknowledged himself to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the President of said Educare, Inc., by signing the instrument.

WITNESS my hand and Notarial Seal.

Genevieve R. O'Connor
Notary Public
My Commission Expires: 7/1/86

JOYSON, MUELLER,
MCLEAN & REID
SUITE 200
100 W. PEARL AVE.
TOWSON, MARYLAND
21206-4575
822-1400

530 East Joppa Road
Towson, MD 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers

DESCRIPTION

1.1 Acre Parcel for Special Exception for Nursery School and for Front Yard Variance and for Variance for Building in DR 16 Zone and Within 75' of Land Zoned DR 10.5 Which is not in the Same Development and for Parking Variance
Ninth Election District, Baltimore, Maryland

Beginning for the same at a point on the southernmost side of Taylor Avenue, 100 feet wide, at the northwesternmost end of a file curve, connecting said southernmost side of Taylor Avenue with the westernmost side of Hillsway Avenue, 80 feet wide, and running thence along said file curve (1) 22.42 feet in a south-easterly direction along an arc of a curve to the right having a radius of 15.00 feet, said arc being subtended by a chord bearing South 43° 53' 08" East 20.39 feet, to the westernmost side of Hillsway Avenue, thence binding along said westernmost side of Hillsway Avenue (2) South 01° 04' 16" East 225.27 feet to the beginning of a file curve connecting said westernmost side of Hillsway Avenue with the northernmost side of Dartmouth Avenue, 60 feet wide, thence binding along said file curve (3) 23.32 feet in a south-westerly direction along an arc of a curve to the right having a radius of 15.00 feet, said arc being subtended by a chord bearing South 43° 28' 26" West 21.05 feet, to the northernmost side of Dartmouth Avenue, thence binding along said northernmost side of Dartmouth Avenue (4) South 88° 01' 06" West 84.38 feet and (5) 146.16 feet in a south-westerly direction along an arc of a curve to the left having a radius of 100.00 feet, said arc being subtended by a chord bearing South 64° 45' 36" West 142.14 feet, thence leaving Dartmouth Avenue and running (6) North 11° 17' 20" West 86.27 feet, (7) North 48° 47' 20" East 133.05 feet and (8) North 30° 13' 50" East 172.54 feet to a point on the aforesaid southernmost side of Taylor Avenue, thence binding thereon (9) 23.01 feet in an easterly direction along an arc of a curve to the left having a radius of 85.00 feet, said arc being subtended by a chord bearing South 75° 56' 40" East 23.00 feet and (10) South 86° 15' 30" East 16.05 feet to the place of beginning, containing 0.91 acre of land, more or less.

Wilson J. Dutton
Wilson F. Dutton, Reg. L.S. #2493

April 28, 1980
Job Order No. B-8011

EXHIBIT - A

EXHIBIT IS ATTACHED

- 61 ACCIDENTAL PLANS BY JOHN A. HANCOCK JR. #2403 PL DATED 6/8/84
(Formerly used as Terrace plan for lease of interest)
- 62 SURVEY BY DAI-McCUNE-WALKER INC. #80011 SI DATED 5-1-84
(Changed to include HANDICAP PARKING SPACE AND CERTAIN FENCE CHANGES)

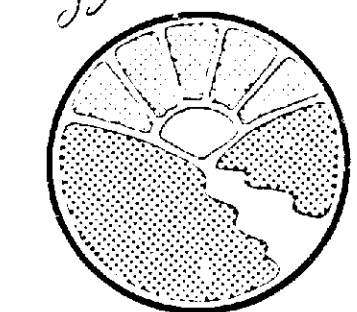
EXHIBIT C - TENANT IMPROVEMENTS

Cubbies
Shelving
Washer/Dryer
Exterior Play Equipment

\$10,000.00 shall be paid up front by Tenant to an escrow account to pay for Tenant Improvements. At the commencement of construction, such escrow account will be opened in the names of Landlord and Tenant. The parties agree to release such funds upon presentation by (Landlord) to (Tenant) of receipted bills for the Tenant Improvements.

EXHIBIT D - MINIMUM RENT SCHEDULE

A. First Rental Year. - If the Building is ready for occupancy by September 15, 1984, or after January 1, 1985	\$27,000.00
First Rental Year. - If the Building is ready for occupancy after September 15, 1984 but before January 1, 1985	\$22,500.00
B. Second Rental Year. -	\$29,000.00
C. Third Rental Year. -	\$50,000.00
D. Fourth Rental Year. -	\$50,000.00
E. Fifth and Sixth Rental Year - Each Year. -	\$52,000.00
F. Every two years commencing with the Fifth Rental Year, the minimum Rent shall increase by \$2,000.00; during the even years starting with the Sixth Rental Year, the minimum rent shall remain as in the preceding Rental Year. For example, the minimum Rental during the Sixth Rental Year shall be \$52,000.00 and during the Seventh Rental Year, \$54,000.00. This \$2,000.00 increase every odd rental year shall apply during any Renewal Term of this Lease.	



SAVE OUR STREAMS

9115 Summer Park Drive
Baltimore, MD 21234
May 12, 1986

Arnold Jablon
Zoning Commissioner
Office of Planning and Zoning
Towson, MD 21204

Re: St. Andrews Evangelical Lutheran Church as Petitioner
Case #86-432-SPH

Dear Mr. Jablon,

I wish to express my concerns about the impact of the increased impervious surface area for additional parking for the Hillendale Child Care Center as petitioned by St. Andrews Evangelical Lutheran Church. Increased impervious pavement has an extreme impact on the local stream and its aquatic life in the areas of reduced dry weather stream flow, thermal pollution and chemical pollution unless storm water management techniques are used which control the quantity and quality of rainwater runoff.

I request that the proposed development be required to research infiltration devices to manage storm water and be required to use such devices, if they are deemed feasible. This requirement to research and use infiltration devices as the first option to handle storm water is part of the Maryland Stormwater Act of 1983. With the use of infiltration devices the quantity and quality of runoff can be controlled and the impact to the stream and its aquatic life can be minimized.

Sincerely,

Kathy Martin
Kathy Martin
Regional Vice President

Leading the way to a healthy Chesapeake Bay!



towson - loch raven community council, inc.
p.o. box 9709 eudowood branch
towson, maryland 21204

May 9, 1986

Mr. Arnold Jablon
Zoning Commissioner, Baltimore County
Office of Planning & Zoning
Towson, Maryland 21204

RE: St. Andrews Evangelical Lutheran Church,
Petitioner (Case #86-432-SPH)

Dear Mr. Jablon:

We have become aware of the request for a special hearing to have the Order of The Court of Appeals amended to delete restrictions 1, 3, 5 and part of 2.

Prior to construction, a traffic survey was made by Baltimore County and it was found to be prohibitive to have a drop off-pickup point on the Dartmouth Avenue side of the building. Everyone concerned agreed on the restrictions. The leasee surely was aware of the restrictions and also agreed upon signing the lease.

Therefore, TLRCC wishes to go on record that we are against any changes in the Order made by the Court of Appeals.

Sincerely yours,

John R. Meadowcroft III
John R. Meadowcroft III,
President

cc: Hillendale Improvement Association
St. Andrews Evangelical Lutheran Church

Arnold Jablon
Office of Planning and Zoning
Towson, Maryland 21204

Dear Mr. Jablon,

I live in the neighborhood next to Hillendale. I am opposed to the request to remove restrictions on the property at the SW corner of Taylor Avenue and Hillsway Avenue. The case number is 86-432-SPH.

Before the school was built, the planners promised no increase in traffic on our neighborhood streets. The new proposal would increase traffic on Dartmouth, Linkside, and Hillsway. This would make it more difficult to turn from Pelham Wood to Linkside when leaving my neighborhood. At peak times it is impossible to turn left on Hillsway from Dartmouth because of backed up traffic waiting for the light at Taylor Avenue. The school's many customers would add to this congestion. If drivers are required to turn right when exiting the school it would increase traffic on Linkside and other Hillendale streets. It would also cause some customers to go out of their way.

The parked cars at the curve of Dartmouth and Linkside block the drivers' view of traffic now.

Adding an intersecting driveway at the curve to be used during peak traffic times would be unsafe. It would be a risk to children and vehicles. Their safety would be sacrificed for the convenience of the schools' customers. Taking away street parking on Dartmouth to make the new intersection more visible would be necessary and unfair.

I heard that the customers think it's too far to walk between the church circle driveway to the school. The distance from the church circle to the school is no longer than a walk from most parking spots to an office building, a shopping mall, or the library.

If westbound customers do not want to make a legal U-turn on Taylor Avenue they should find another school.

I think the restrictions should remain in effect.

Sincerely,
Pamela Price

86-2133
COPY
DINENNA, MANN & BRESCH
ATTORNEYS AT LAW
406 WEST PENNSYLVANIA AVE.
TOWSON, MARYLAND 21204
(301) 296-6829
April 24, 1986
RE: Item No. 310
Zoning Advisory Committee
Property Owner: St. Andrews
Evangelical Lutheran Church
Location: Taylor Avenue and
Hillway

Department of Permits and Licenses
Towson, Maryland 21204
ATTENTION: C. E. Burnham, Chief
Building Plans Review

Dear Ted:

I am in receipt of your comments with reference to the above-captioned matter which is scheduled for hearing on Wednesday, May 14, 1986.

I note from your comments various statements with reference to different types of age groups of the children, numbers of occupants, type of construction proposed, etc.

This is to advise you that the structure and the use of the property is already improved with a fire proof building, it having been constructed in the last several years.

Our request is to amend the site plan to allow a driveway on the subject property, and our request is limited to this.

Accordingly, would you again review this and give the appropriate comments from your office with reference to our request.

Very truly yours,

S. ERIC DINENNA

SED:kar

cc: Mr. and Mrs. Gadde
Zoning Commissioner for Baltimore County

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

March 28, 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

S. Eric Dinenna, Esquire
406 West Pennsylvania Avenue
Towson, Maryland 21204

RE: Item No. 310 - Case No. 86-432-SPH
Petitioner - St. Andrews Evangelical
Lutheran Church
Special Hearing Petition

Dear Mr. Dinenna:

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
Chairman
Zoning Plans Advisory Committee

JED:nrr

Enclosures

cc: Daft-McCune-Walker, Inc.
200 East Pennsylvania Avenue
Towson, Maryland 21204



BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204
494-4500

PAUL H. REINCKE
CHIEF

March 7, 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: St. Andrews Evangelical Lutheran Church
Location: SW corner Taylor Avenue and Hillway Avenue

Item No.: 310 Zoning Agenda: Meeting of 3-4-86

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.

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.
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: [Signature] Noted and Approved: [Signature]
Planning Group Fire Prevention Bureau
Special Inspection Division

/mb



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

March 6, 1986

TED ZALESKI, JR.
DIRECTOR

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

Dear Mr. Jablon:

Comments on Item # 310 Zoning Advisory Committee Meeting are as follows:
Property Owner: St. Andrews Evangelical Lutheran Church
Location: SW corner Taylor Avenue and Hillway Avenue
District: 9th.

APPLICABLE ITEMS ARE CIRCLED:

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.S.S.I. #11-1 - 1980) 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 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 the Group except B-1 Single Family Detached Dwellings require a minimum of 1 hour fire rating for exterior walls closer than 6'-0" to an interior lot line. B-1a The Group 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, Section 107, Section 106.2 and Table 107.2. 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/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 from the _____ to the _____ or to Mixed Use _____ See Section 112 of the Building Code.
9. The proposed project appears to be located in a Flood Plain, Flood Hazard. Please see the attached copy of Section 516.0 of the Building Code as adopted by Bill #17-85. Site plans shall show the correct elevation above sea level for the lot and the finished floor level including basement.
10. Comments: See the attached comments which will be critical to the permit approval process.
11. 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 112 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

Special Note:

4/22/86

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Zoning Advisory Committee Chairperson Date: March 6, 1986
FROM: Charles E. Burnham, Chief, Building Plans Review
SUBJECT: Zoning Advisory Comment #310

It is possible to fit the proposed use into any one of 3 possible use groups in the building code or a mixed use of 2 different use groups. First Section 313.2 may be applicable if there are nursery children (under 2 1/2 years of age).

It will be necessary to denote on the plan the number of occupants of the different age groups so we can clearly designate the proper use group or mixed use groups as required by Section 307.2 (Institutional "I-1"), Section 307.3 (Institutional "I-2") and/or Section 304.1 (Business). Also these uses are controlled by County Council Bill #51-85 and Council Bill #50-85, (requiring smoke detectors).

Of main interest will be the type of construction proposed and the use groups. A nursery is not permitted in buildings of unprotected wood frame construction. See Table 501, Use Group I-2, type 5B construction.

Also, Section 1702.8 requires sprinklers in Use Group I buildings with a limited number of exceptions. Fire alarm systems, etc shall also be required.

CEB/vw



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

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

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.
- () JA County Review Group Meeting is required.
- () JA 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.
- () JA 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 in or alteration of the floodplain is prohibited.
- () Construction on these soils is prohibited.
- () Construction in or alteration of the floodplain is prohibited under the provisions of Section 22-58 of the Development Regulations.
- () Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- () The amended Development Plan was approved by the Planning Board on _____
- (X) Landscaping: Must comply with Baltimore County Landscaping 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 stop level intersection as defined by Bill 178-79, and as conditions change the property may become more limited. The Basic Services Areas are re-evaluated annually by the County Council.
- () Additional comments: _____

cc: James Hovell

Norman E. Gerner
Chief, Current Planning and Development



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

May 2, 1986

TED ZALESKI, JR.
DIRECTOR

Mr. Eric Dinenna
Dinenna, Mann & Breschi
406 W. Pennsylvania Avenue
Towson, Maryland 21204

RE: #64510/C-697-BL
Item #310-Zoning Advisory
Comments
St. Andrews Evangelical
Lutheran Church

Dear Mr. Dinenna:

Thank you for the information on the above project.

As you may remember and as noted in the last paragraph of my comments, we comment on what is shown on the plans. We rarely see the actual variance or petition request form.

The plans I received and commented on indicated a "Proposed Building", and my comments were done accordingly. Driveways are of minimal concern to this office. Once aware (from your letter) the building has been recently constructed I was able to locate the file on it - #64510/C-697-BL. This file describes the building as Type 3C unprotected construction which corresponds with Type 3B in the 1984 Code used today, not fire proof construction. The information I requested would not be necessary since I have located the permit number and file.

It would save everyone time if all applicants would submit up to date information on their plans. Thank you again for the information provided.

Sincerely yours,

Charles E. Burnham, Chief,
Building Plans Review

CEB/vw

Copy: Zoning Commissioner

5-14
86-432



Twenty-five years for a better community

The Hillendale Improvement Association, Inc.

P.O. BOX 9716, EUDOWOOD STATION
BALTIMORE, MARYLAND 21204-1216

March 18, 1986

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

Re: St. Andrews Evangelical Lutheran Church,
Petitioner (Item 310)

Dear Sir:

I was dismayed to learn that the licensee is asking for a special hearing to have the order of the Court of Appeals amended and to delete restrictions 1, 3, 5, and part of 2.

It seems there was eager agreement that the order of the Board of Appeals was completely fair BEFORE the building was erected. Now that it is a fait accompli, the order is being challenged.

We know that Mr. John Sullivan, inspector from your office, in an effort to be fair to all concerned, took a personal interest in the case and this was above and beyond the call of duty. We also appreciate your keen awareness of the facts concerning the case.

After carefully reviewing the order and restrictions, we feel very strongly that to change the restrictions will jeopardize the safety of the children who attend the day care facility.

At a special meeting of the Officers and Directors of the Hillendale Improvement Association, Inc., held March 10, 1986, it was resolved that the Association go on record with your office that we are against any change in the above order.

Sincerely yours,

Mary A. Roehlman
Mary A. Roehlman
President

cc: The Honorable Donald P. Hutchinson
The Honorable Barbara F. Bachur
Pastor Goff
Mr. John Simons

12/16/87

86-1787
3/14/88
DINENNA, MANN & BRESCHI
ATTORNEYS AT LAW
March 13, 1986
Zoning Commissioner for Baltimore County
Department of Planning and Zoning
County Office Building
Towson, Maryland 21204
RE: Hillendale Child Development Center
Hillway and Taylor Avenue
Item No. 310
Dear Mr. Commissioner:
As you might be aware from the Petition filed concerning the above-captioned matter, I represent the petitioner.
In light of my schedule as a Master in the Circuit Court for Baltimore County, I would respectfully request that prior to a hearing date being set on this matter that your office contact me so that there is no conflict.
I appreciate your cooperation in this matter.
Very truly yours,
S. ERIC DINENNA
SED:kar

86-1788
3/14/88
COPY
DINENNA, MANN & BRESCHI
ATTORNEYS AT LAW
March 13, 1986
Mr. James Ogle
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204
RE: Hillendale Child Development Center
Hillway and Taylor Avenue
Dear Mr. Ogle:
This letter is to confirm our conversation relative to the above-captioned matter and my client's Request for a Special Hearing to lift certain restrictions and to amend its site plan which was approved by Baltimore County.
It is my understanding that a CRG approval is not necessary concerning this request. For your records, enclosed herewith please find a copy of our plan that accompanies the Petition for Special Hearing to amend the site plan.
Thank you for your cooperation.
Very truly yours,
S. ERIC DINENNA
SED:kar
Enclosure
cc: Zoning Commissioner for Baltimore County
Mr. Gadde

BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3353
ARNOLD JABLON
ZONING COMMISSIONER
JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER
October 1, 1985
S. Eric DiNenna, Esquire
DiNenna, Mann & Breschi
406 West Pennsylvania Avenue
Towson, Maryland 21204
RE: Nursery School (Day Care Center)
SW Corner of Taylor and Hillway Avenues
9th Election District
Dear Mr. DiNenna:
By letter dated September 24, 1985, you have requested that this office advise you as to the applicability of the Zoning Regulations regarding an expansion of a parking area of the nursery school at Taylor and Hillway Avenues. The nursery school was granted a Special Exception by the Board of Appeals of Baltimore County, Case No. 81-73-XA, on February 4, 1982. The Order granting the Special Exception placed several restrictions on parking and drop-off points for children.
In order to rectify an oversight on the original Opinion and Order, the Board issued a second Opinion and Order under the same case, No. 81-73-XA, dated February 7, 1984. This Order reads as follows:
"For the reasons set forth above, it is this 7th day of February, 1984, by the County Board of Appeals, ORDERED that the variance to permit six (6) parking spaces instead of the twenty-one (21) parking spaces required by County standards be and the same is hereby GRANTED; and it is FURTHER ORDERED that the variance requesting a fifteen (15) foot setback for the front building line in lieu of the required County Standards be and the same is hereby GRANTED; and it is FURTHER ORDERED that the request for a seventy-five (75) foot buffer zone be declared moot and not required, it having been eliminated by County Council Bill No. 124-81."
Since the Restrictions were originated by the Board of Appeals, it is the position of this office that any amendment to the above Orders should take place before the Board of Appeals in the manner prescribed by said Board.
Very truly yours,
James E. Dyer
JAMES E. DYER
Zoning Supervisor
JED:nf
cc: Board of Appeals of Baltimore County
Mr. Arnold Jablon, Zoning Commissioner
Case File
MICROFILMED

86-1789
9-590-85
DINENNA, MANN & BRESCHI
ATTORNEYS AT LAW
September 24, 1985
James E. Dyer,
Zoning Supervisor
Office of the Zoning Commissioner
County Office Building
Towson, Maryland 21204
RE: Zoning - Day Care Center
Dear Mr. Dyer:
As you recall, we discussed the nursery school at Hillway Avenue and Taylor Avenue, which was granted a Special Exception prior to the transition area bill requiring the DR 16 classification.
It is my understanding that you are going to discuss this matter with the Zoning Commissioner and I would respectfully request that you advise me of your office's position concerning the installation of a parking area, necessary for not only the convenience of the participants of the nursery school (parents) as well as staff, but also the surrounding community. Also the anticipated discharge of children from an area not covered by the Special Exception and as restricted.
Would you be so kind as to advise me of your office's position.
Very truly yours,
S. ERIC DINENNA
SED:bk
cc: Mr. Kamal Gadde
MICROFILMED

SIMONS BUILDERS INC.
7720 Belair Road
Baltimore, Maryland 21236
(301) 661-9500
November 20, 1980
Mr. William F. Hammond
Zoning Commissioner
111 W. Chesapeake Avenue
Towson, Maryland 21204
Re: Proposed Day Care Center
Taylor & Hillway Avenues
Dear Mr. Hammond:
St. Andrews Church representatives and I met with members of the Hillendale Improvement Association on November 11, 1980. We attended the meeting at their request and were present for the entire proceedings.
I received today a copy of a letter dated November 14, 1980 from Mary A. Poehlman. I am concerned that it might not reflect the positive results of the discussion to someone who was not present. Pastor Goff has talked with Mary, and she indicated her willingness to write a follow-up letter. Fundamentally, the community was enthusiastic to the idea of a day care center. Several persons with homes immediately adjacent to the property were highly vocal in their opposition. The issues of traffic and garbage control were central to the discussion.
The Church and I are sensitive to the concerns of the community as we wish good relations and know that a day care center will be populated by children from this community. We would like to accommodate these concerns as follows:
1) Garbage control
a) I believe a dumpster is the best way to prevent a rat problem.
b) A day care operation would be particularly sensitive to this issue as this would certainly affect the image of the center. It would, therefore, be in the center's best interest to keep the area clean and the dumpster closed. Also, day care centers are regularly inspected by Health Department personnel.
c) A stockade fence with proper landscaping will be installed to prevent homes from "having to look at a dumpster every morning".
PROTESTANTS
86-432-571

Page 2
2) Traffic
a) The primary drop off point for children shall be at the Church parking lot and front driveway.
b) If the County would allow elimination of all onsite paving, we would be in favor. Then, however, there would have to be provision for service vehicles.
c) Use of the proposed onsite paving could be as "Service Only" with minimal spaces for turning circle and staff parking. This could be enforced by proper signage or a barrier at the driveway (chain or swing gate).
d) I do not believe that mothers will double park or subject their pre-school aged children to crossing traffic when adequate parking is provided on the adjacent Church site.
On the whole, we had a very productive discussion with examination of a number of ideas and alternatives. We would like to continue to work with the community under the guidelines of Baltimore County requirements to produce a viable use of this property. Thank you for your consideration of this proposal.
Yours truly,
John O. Simons, Jr.
Vice President
JOSJr/jaw
cc: Pastor Goff
Mary A. Poehlman

86-5285
Phyllis L. Loken 2508 Wilder Ave
Katherine Braungart 4D Fitzgerald Ct.
Patricia Majewski 2509 White Ave
Narda Ristic 1326 Emerald Rd
Vanita Williams 36 Venus Venus Ct.
Bridget Etoh 2205 Fleetwood Ave
Karen Galtner 6631 Collingdale Rd
Dr. Duggan 26, DOWLING CIRCH
Karen Michelle Greps 106 Hollen Rd.
Agnes B. Oliver 20 Neptune Ct.
Kathleen Train 7705-B Hillendale Rd.
Diane Broshaus 1330 Da Hom Rd 21234
Mary Welling 9139 Covered Bridge Rd
Debra R. Lowe 5510 Summerfield Ave Balto 21206
Jan T. Hammond 2529 Fernside Dr. 21234
Arlene J. Langstaff 1531 Providence Rd. 21204
Cora D. Langstaff 6 DAKIN CT 21234
Cora J. Lang 1731 NYCLIFFE AVE BALTO 21234
Sara J. Lang 6122 Hillside Rd Balto 21230
Kathleen White 803 Hillside Rd Balto 21204
Narda Ristic 19 Delmar Ct Balto 21234
Narda Ristic 304 CED RAPL. BALTO 21212
Narda Ristic 1587 Delmar Ct Balto 21212
Narda Ristic 304 Old Trail Balto 21202
Narda Ristic 6 Albana Ct F1 Balto MD 21234
Narda Ristic 5-A Solon Ct Parkville Md. 21234

STEVEN RICKS 103 Pelham Wood Rd 21234
Kitty Wilch 1235 Lakeside Dr 21234
Daryl Younger 1237 Lakeside Dr. 21234
Pamela Price 1102 Pelham Wood Rd 21234
Jean Malings 1244 Dartmouth Ave
Joe Brady 1357 Dartmouth Ave 3P
Roe Brady 1357 Dartmouth Ave 3P
Rae Marie Rich 1217 Lakeside Dr. 21234
Diane Williams 1213 Lakeside Dr 21234
Eva Herbert 1390 Deannwood Rd. 21234
Linn Hill 18 Fern Ct. 21234
Maya T. Tolson 1336 Mandle St. 21234
were at the hearing
PROTESTANTS
Shirley

Name	Address
Mr. & Mrs. Bud & Dorothy Lawrence	7427 FERREST AVE. 21234
Frank Lasker	7425 Forest Ave - 21234
Joseph L. Langer	7427 Forest Ave. 21234
Paul Scott Smith	7423 Forest Ave. 21234
Joe L. Langer	7419 FOREST AVE 21234
James D. Langer	7437 Forest Ave. 21234
D. D. Moore	7439 Forest Ave 21234
E. B. Langer	7431 Forest Ave. 21234
E. B. Langer	7417 Forest Ave. 21234
John L. Langer	1301 - Kenton Rd 21234
Edward P. Langer	1305 KENTON RD. 21234
John L. Langer	1329 Kenton Rd 21234
Krista R. Langer	1337 Kenton Rd. 21234
John L. Langer	1313 Deswood Rd 21234
James R. Langer	1331 Deswood Road 21234
John L. Langer	1347 Deswood Rd 21234
Mary Jane Langer	1348 Deswood Rd. 21234
John L. Langer	1352 Deswood Rd 21234
John L. Langer	7713 Willow Ave. 21234
John L. Langer	7710 Willow Ave

Name	Address
Comm. Zickert	7603 Hillway Ave
Carol Zickert	1222 Grandwood Rd.
Charlotte Zickert	7600 Hillway Ave.
Young C. Zickert	7606 Hillway Ave.
James L. Zickert	7608 W. Hillway Ave.
Thomas L. Zickert	1267 Grandwood Cir.
Wendy Zickert	1364 Halstead Rd.
Sally Zickert	1366 Halstead Rd.
Jack Zickert	1358 Halstead Rd.
Yvonne Zickert	1254 Halstead Road
Lynne Zickert	1216 Halstead Road
Bonnie Zickert	1240 Halstead Rd.
Christine Zickert	1350 Halstead Rd.
Rose Zickert	1252 Halstead Rd.
Bonnie Zickert	1359 Halstead Rd.
Margaret Zickert	1262 Halstead Rd.
John Zickert	7517 Hillway Ave.
Jan M. Zickert	1300 Kenton Road
Bonnie Zickert	7523 Hillway Ave.
John Zickert	7522 Hillway Ave.

NAME	ADDRESS
<u>Stephen J. Walker</u>	<u>1334 Haverly Rd 21204</u>
<u>Laura L Sample</u>	<u>6632 D Glenbrook Ct 21224</u>
<u>Jeff Cline</u>	<u>7517 Haverly Ave 21224</u>
<u>Catharine G. Hunt</u>	<u>114 E. Green Ave 21206</u>
<u>Barbara Parks</u>	<u>3612 Reservoir Ave 21214</u>
<u>John C. Cline</u>	<u>2205 F. Gentry Rd 21201</u>
<u>Michelle Marie Krenking</u>	<u>503 Lewis Branch 21214</u>
<u>John B. Branning</u>	<u>411 Fitts Road 21214</u>
<u>John L. Voth</u>	<u>503 1/2 Haverly Rd 21204</u>
<u>John Cline</u>	<u>503 1/2 Haverly Rd 21204</u>

[illegible]

NAME	ADDRESS
Celia Mullin	1400 Mendocino dr.
Rebecca White	9310 Hillendale Rd
Math. Roca	13 Labruni CTF-1
Kim Wicks	1532 Orlando Rd.
Alison Hill	1808 Ypsara Road
Michelle Johnson	7629 Daniels Ave
Bruce Branes	8611 CASTLEVIEW CR
Sharon Claude	10 METEOR CT
John Smith	1649 Abundant Rd
Charles Davidson	2113 Bent Road DR
Rose Korda	1816 Loch Shield Rd 21234

NAME	ADDRESS
Sharon Livingston	1625 Kipps Dr.
Sometimes Franklin	4109 Cheshire Ave.
Agnes Brown	34-K Solar Circle
Walter Nelson	3100 Westview Dr.
Charles Hurdles	746 KINGSFIS AVE TORONTO, ONT
John Kierulke	2715 Placid Ave
Wigton, Wm.	10124 42nd Street Rd Apt B2
Caroline Youngblood	1155 K. Conover Ave
Peter Bering	2762 the Manilla
Pat Harrison	2209-B Rich Roman Blvd.
William M. Watson	1426 1/2 Union Ave.

Name	Address	
Samela Price	1102 Pelham Wood Road	
Marie C. Moran	1100 Pelham Wood Rd.	
Cordy Moran	1100 Pelham Wood Rd.	
Ruth Moran	1100 Pelham Wood Rd.	
Mike Grogan	1109 Pelham Wood Rd	
Betty C. Moran	1101 Concord St	21234
Earl Begouet	1106 Pelham Wood	21234
William Bennett	1108 Pelham Wood	21234
Mr. Bengard	1110 Pelham Wood	21234
Lawrence Doss	1105 "	"
Mary Ellen Whitley	1104 Pelham Wood	21234
Kelda P. McLaughlin	7 Ashland Ct	21234
H. J. Helzer, Sr.	12 Island Ct	21234
Norma Lemmerling	6 Argus Ct.	21234
Mr. Debbie New	1113 Pelham Wood Rd	21234
Paul P. New	1113 Pelham Wood Rd.	21234
Dorothy Long	1156 Pelham Wood Rd.	21234
Jean Galtwick	1162 Pelham Wood Road	21234
Steve Ricks	1173 Pelham Wood Rd	21234

Map Address

Mr. & Mrs. Randall K. Martin 1111 Pelham Wood Rd.
Mr. & Mrs. R. M. McDevitt 1179 Pelham Wood Rd.
Mr. & Mrs. Jeanne Armand 1170 Pelham Wood Rd.
Thebert
Linda T. Gaynor 1168 Pelham Wood Rd. 21234
R. J. Gaynor 1166 Pelham Wood Rd. 21234
Marion Gaynor 1166 Pelham Wood Rd. 21234
Lester M. Orsby 1164 Pelham Wood Rd. 21234
Edw. J. Borman 1115 Pelhamwood Cr. 21234
Mrs. Wm. C. Fisher 1117 Pelhamwood Rd. 21234
Phyllis 1125 Pelhamwood Rd. 21234
John S. Barker 1125 Pelhamwood Rd. 21234
Dennis Yaffe 1124 Pelhamwood Rd. 21234
Apple 1131 Pelhamwood Rd. 21234
H. H. H. 1135 Pelham Wood Rd. 21234
M. S. Serrano 1135 Pelhamwood Rd. 21234
Dorothy H. Holt 1139 Pelham Wood Rd. 21234
Campbell 1141 Pelhamwood Rd. 21234
Dorothy A. Pelletier 1141 Pelham Wood Rd. 21234
David H. Harrison 1141 Pelham Wood Rd. 21234
John H. Harrison 1141 Pelhamwood Rd. 21234
Josephine R. R. 1157 Pelhamwood Rd. 21234

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Name	Address
Katharine Smeton	1223 Linkside Dr.
Katharine Roche	1223 Linkside Drive
Bernard Smeton	1223 Linkside Dr.
William Puth	1215 Linkside Dr.
Rose Marie Neal	1217 Linkside Dr.
Robert West	1217 Linkside Dr.
Norman Bingham	1219 Linkside Dr.
Ann C. York	1219 Linkside Dr.
Marion Schmitt	1213 Linkside Dr.
Constance Schmitt	1217 Linkside Dr.
John T. Schmitt	1217 Linkside Dr.
John Patton	1205 Linkside Drive
John Somerville	1205 Linkside Drive
John Patton	1205 Linkside Dr.
Edvard	1201 Linkside Dr.
Robert C. Schmitt	1213 Linkside Dr.

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Name	Address
Katharine Smeton	18 Morrislee Ct. 21234
Joe W. Atchae	19 Morrislee Ct. 21234
C. E. Hagan	14 Morrislee Ct. 21234
M. E. Hagan	14 Morrislee Ct. 21234
Robert W. Hagan	16 Morrislee Ct. 21234
Mary E. Hagan	16 Morrislee Ct. 21234
Rosalie Ruth	22 Morrislee Ct. 21234
Mara Kellner	24 Morrislee Ct. 21234
Ronald Kellner	24 Morrislee Ct. 21234
Robert V. Kellner	6 Morrislee Ct. 21234

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Name	Address
William W. Tuckey	1243 Linkside Dr.
Earl W. Tuckey	1245 Linkside Drive
John A. Tuckey	1247 Linkside Dr.
Edward A. Tuckey	1247 Linkside Dr.
Effie Tuckey	1243 Linkside Dr.
John A. Tuckey	1257 Dartmouth Ave.
Joe Tuckey	1257 Dartmouth Ave.
Carole Tuckey	1245 Linkside Dr.
Dean Tuckey	1247 Dartmouth Ave.
Warren Tuckey	1245 Linkside Drive
Paul W. Tuckey	1233 Linkside Drive
Robert T. Tuckey	1231 Linkside Drive
John T. Tuckey	1231 Linkside Dr.

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Name	Address
John C. Tuckey	1302 Danwood Rd. 21234
Mary Tuckey	1302 Danwood Rd. 21234
Robert Tuckey	1235 Linkside Dr. 21234
John Tuckey	1235 Linkside Dr. 21234
John Tuckey	1235 Linkside Dr. 21234
John Tuckey	1235 Linkside Dr. 21234
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Name	Address
Charles G. Gorman	1237 Linkside Dr.
Paul G. Gorman	1237 Linkside Dr.
Dave Wagner	1237 Linkside Dr.
John Wagner	1237 Linkside Dr.
Dan W. Riley	1237 Linkside Dr.

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Name	Address
Erna Herbert	1390 Danwood Rd.
Charles Herbert	1390 Danwood Rd.

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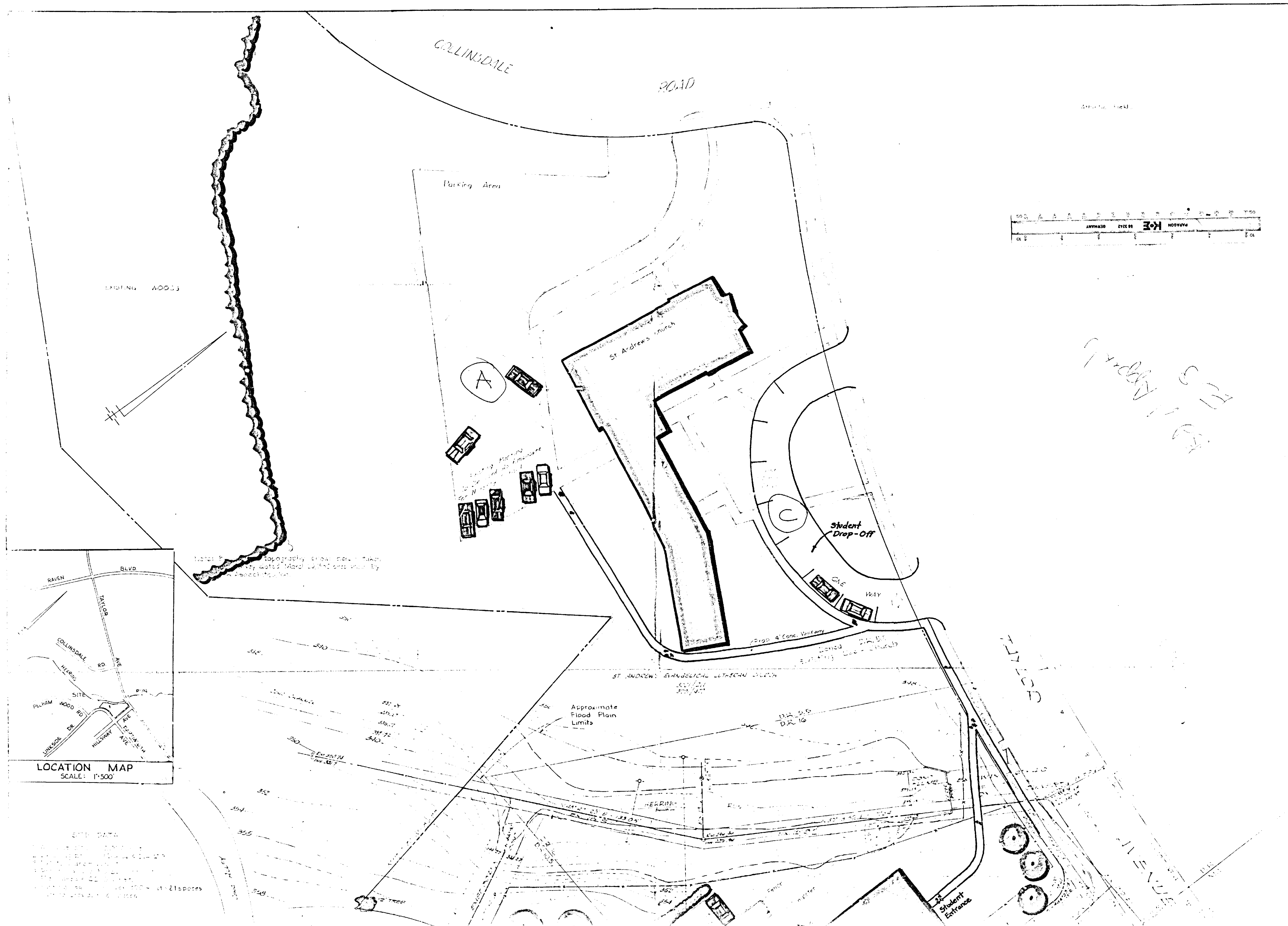
Name	Address
John H. Hagan	7150 Hillway Ave.
Robert Hagan	7150 Hillway Ave.
John H. Hagan	7150 Hillway Ave.
John H. Hagan	7150 Hillway Ave.
John H. Hagan	7150 Hillway Ave.
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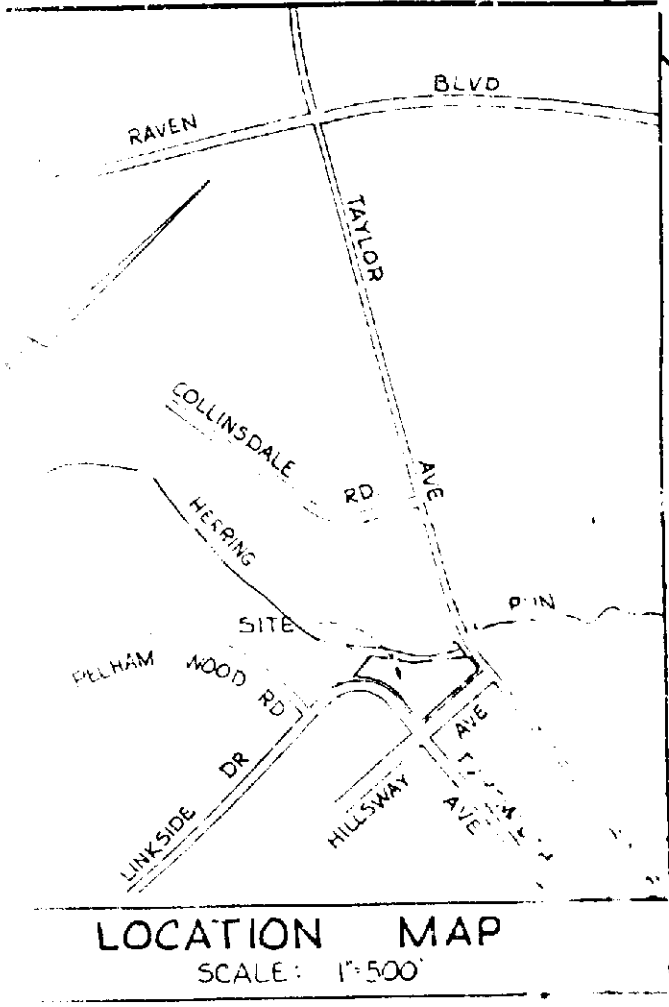
Name	Address
John H. Hagan	7150 Hillway Ave.
John H. Hagan	7150 Hillway Ave.
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31-77

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C22.643



Handy 100

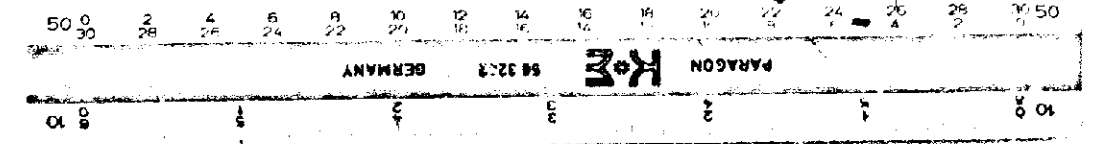




DAFT • McCUNE • WALKER INC.
LAND PLANNING CONSULTANTS
LANDSCAPE ARCHITECTS
ENGINEERS
530 E JOPPA ROAD
TOWSON, MD 21204
TELEPHONE: (301) 296-3333

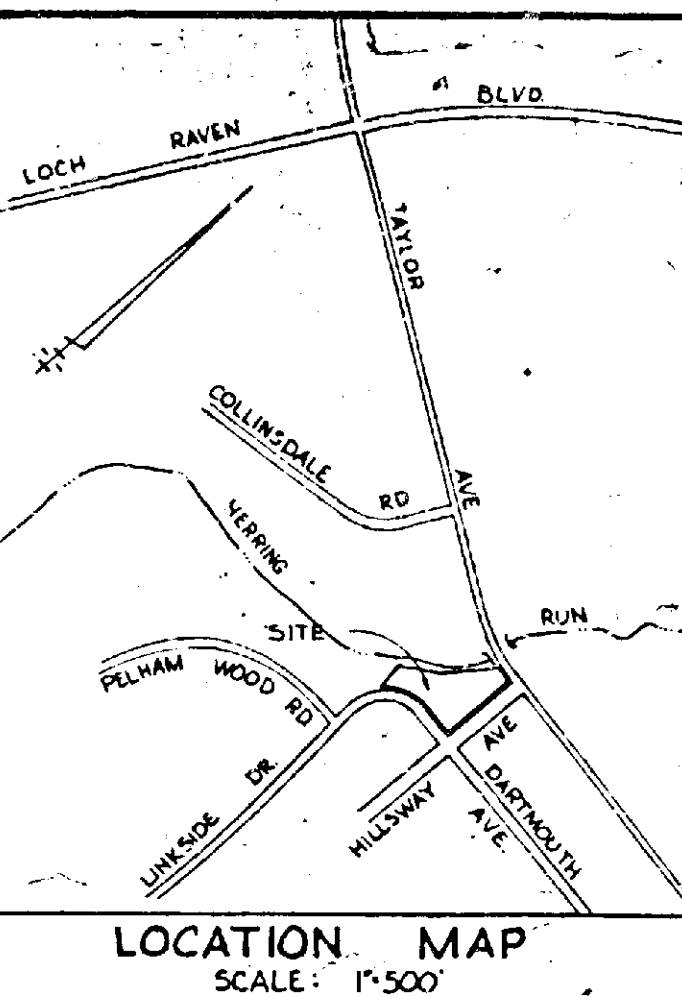
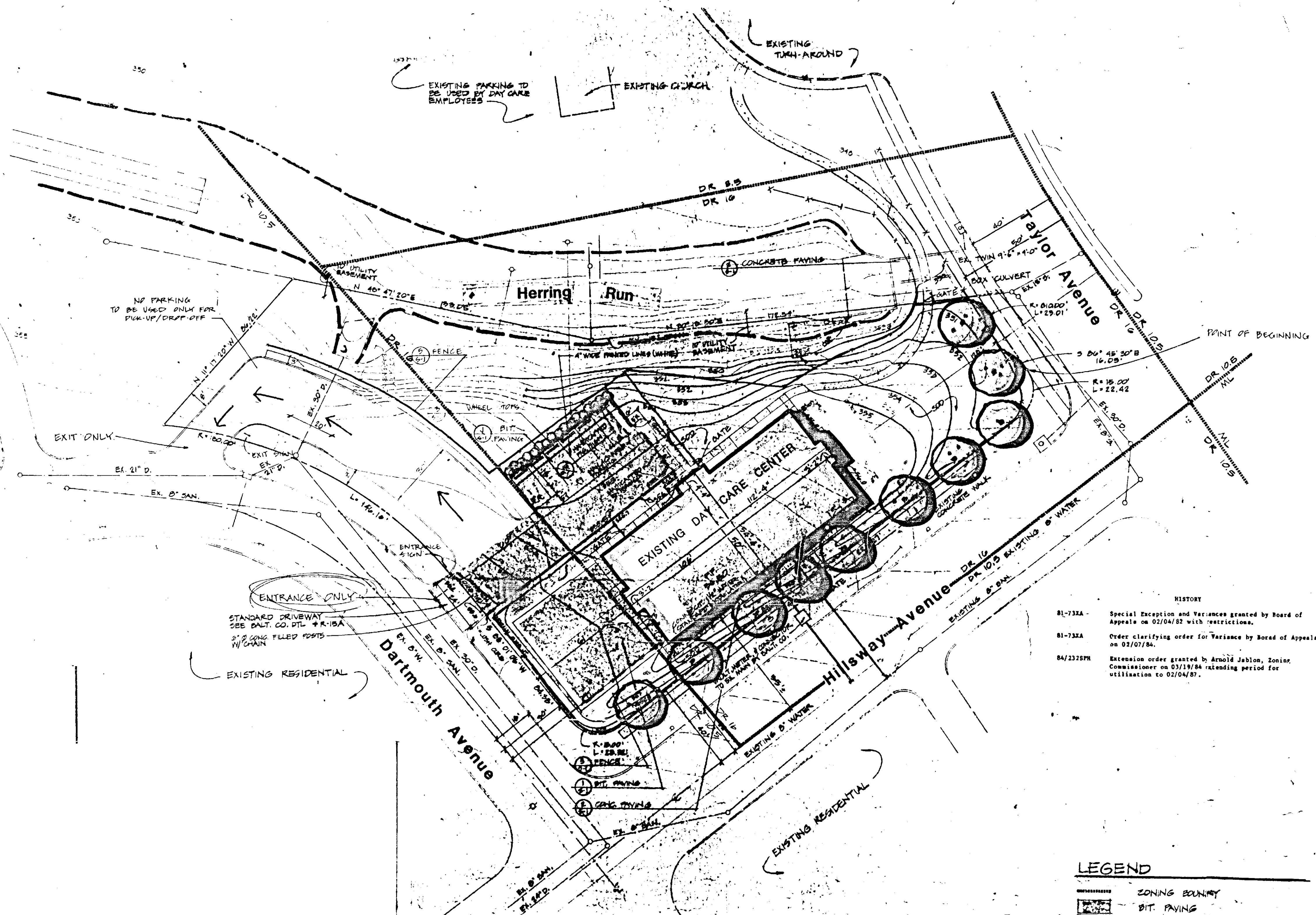
THIS PLAN HAS BEEN PREPARED FOR THE BOARD OF APPEALS TO SUPPLEMENT THE PLAT FOR SPECIAL EXCEPTION

SCALE: 1" = 20'	
JOB ORDER NO. 2-8011	
ISSUE DATE 1-11-81	
DATE	REVISIONS
1-11-81	1st Working & Building Application



NOTES:
1. THE SCHOOL BUILDING WAS REFERRED TO THE TOWNSHIP BOARD OF APPEALS FOR SPECIAL EXCEPTION.
2. THE PLANNING BOARD HAS REVIEWED THE PLAN AND HAS GRANTED SPECIAL EXCEPTION FOR THE SCHOOL BUILDING.
3. THE SCHOOL BUILDING IS TO BE CONSTRUCTED WITH A MINIMUM OF 10' CLEARANCE FROM THE ADJACENT PROPERTY LINES.
4. THE SCHOOL BUILDING IS TO BE CONSTRUCTED WITH A MINIMUM OF 10' CLEARANCE FROM THE ADJACENT PROPERTY LINES.

81-073-18



HILLENDALE CHILD CARE CENTER RESTRICTIONS AS PER CASE NO. 81-73XA

1. That the student drop-off, pick-up point be restricted to Area C, as shown on Petitioner's Exhibit #2 and that no students be allowed to be picked up or dropped off on Hillsway or Dartmouth Avenue;
2. That suitable fencing shall enclose the proposed site as defined by Petitioner's Exhibit #2 with the exception that the fencing shall continue along Taylor Avenue thereby preventing any discharge of students from Taylor Avenue. A separate sidewalk will therefore be required from student drop-off point, Lot C, across the flood plain and to the student entrance of the new building;
3. That the entrance driveway to the rear parking lot designated as Lot D on Petitioner's Exhibit #2 shall be blocked off by a suitable gate or chain from 8 a.m. to 10 a.m. and from 3 p.m. to 6 p.m., when the nursery school is in operation. At all other times, this lot shall be open to use for parking by visitors to the nursery school, emergency vehicles and by the general public;
4. Employees shall be required to park entirely on Parking Lot A as indicated on Petitioner's Exhibit #2;
5. Students shall be accompanied from their drop-off/pick-up point, Lot C on Petitioner's Exhibit #2, by faculty, and staff from the nursery and shall at no time be allowed to walk to the student entrance unaccompanied by an adult; and
6. That the building and screening shall be accomplished in accord with the Petitioner's plan.

REQUESTED RESTRICTIONS

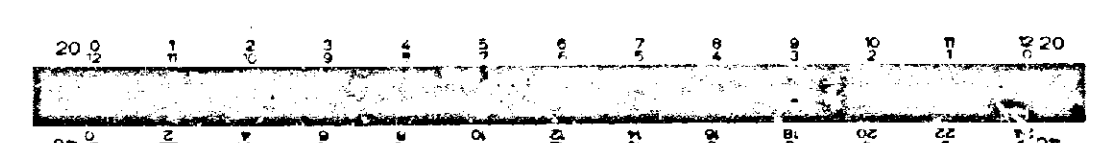
1. THAT SUITABLE FENCING SHALL ENCLOSE THE SITE AS DEFINED ON THIS SUBJECT PLAT INCLUDING THE CONTINUATION OF THE FENCING ALONG TAYLOR AVENUE TO PREVENT ANY DISCHARGE OR PICK-UP OF STUDENTS FROM TAYLOR AVENUE.
2. LANDSCAPING SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE LANDSCAPE MANUAL.

HISTORY

- 81-73XA Special Exception and Variances granted by Board of Appeals on 02/04/82 with restrictions.
- 81-73XA Order clarifying order for Variance by Board of Appeals on 02/07/84.
- 84/2328PH Extension order granted by Arnold Jablon, Zoning Commissioner on 03/19/84 extending period for utilization to 02/04/87.

LEGEND

- ZONING BOUNDARY
- BIT. PAVING
- CONCRETE PAVING
- FENCE
- EVERGREEN SCREEN (SHRUBS) (4' HIGH MIN.)
- SHADE TREES 2 1/2" CALIB. RD SUNSET MAPLE
- FLOOD PLAIN BOUNDARY



Bo 6
Ex 4
Pete
#2
8-13-84

HILLENDALE CHILD DEVELOPMENT CENTER
7860 HILLSWAY AVE.

9th ELECTION DISTRICT - BALTIMORE COUNTY

DAFT MCCUNE WALKER INC.
LAND PLANNING CONSULTANTS
LANDSCAPE ARCHITECTS
ENGINEERS & SURVEYORS
200 E PENNSYLVANIA AVE
TOWNSON, MD 21204
TELEPHONE: (301) 298-3333

PLAT TO ACCOMPANY PETITION FOR SPECIAL HEARING TO AMEND SITE PLAN AND MODIFY ORDER IN CASE NO. 81-73XA

DATE		REVISIONS	SCALE 1" = 20'-0" JOB ORDER NO. 84-003 ISSUE DATE MAY 1, 1984
0-1-84		HAND-DRAWN PAVING	
0-15-84		NOTES R-7	
11-20-84		GENERAL	
1-10-85		PICK-UP/DROP-OFF AREA	
5-10-85		NOTES-TITLE	S-1
		NOTES	