

87-144-SPH

50

NE/cor. of Cuckold Point Rd. and 4th Ave.

(9100 Cuckold Point Rd.)

15th Elec. Dist.

8/19/86

Special Hearing - filing fee \$100.00 - Mary C. Snively, et al

8/19/86

Hearing set for 9/29/86, at 11:45 a.m.

9/29/86

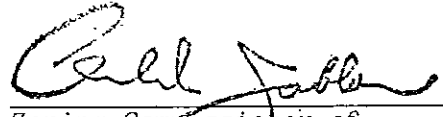
Advertising and Posting - \$ 69.75

10/1/86

Ordered by the Zoning Commissioner that the nonconforming use for a tavern in a D.R. 5.5 Zone is approved and the Petition for Special Hearing is GRANTED.

Pursuant to the advertisement, posting of property, and public hearing on the Petition and it appearing that by reason of the following finding of facts that to approve a nonconforming use for a tavern in a D.R.5.5 Zone would be in strict harmony with the spirit and intent of the Baltimore County Zoning Regulations and would not be detrimental to the health, safety, and general welfare of the community; and therefore,

IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 1st day of October, 1986, that the nonconforming use for a tavern in a D.R.5.5 Zone be approved and, as such, the Petition for Special Hearing is hereby GRANTED from and after the date of this Order.



Zoning Commissioner of
Baltimore County

AJ/srl

cc: Norman R. Stone, Esquire

People's Counsel

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 recognition of a non-conforming use of the property for the purposes of operating a tavern business.

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.

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

Legal Owner(s):
Mary C. Snively
(Type or Print Name)
Signature
Address
City and State

Attorney for Petitioner:
Norman R. Stone, Jr.
(Type or Print Name)
Signature
Address
City and State

9100 Cockold Point Road
Address
Baltimore, Maryland 21219
City and State

Name, address and phone number of legal owner, contract purchaser or representative to be contacted
Norman R. Stone, Jr.
Name
6905 Dunmanway
Address
284-2860/288-5270
Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 19th day of August, 1986, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be held before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 29th day of September, 1986, at 11:45 o'clock a.m.

Cal J. Jablon
Zoning Commissioner of Baltimore County

CERTIFICATE OF PUBLICATION

TOWSON, MD., September 11, 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 September 11, 1986.

THE JEFFERSONIAN,

Susan Studer Obrecht
Publisher

Cost of Advertising
24.75

FRANK S. LEE

Registered Land Surveyor

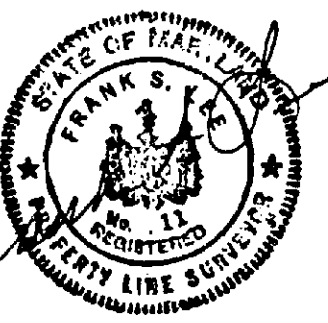
1277 NEIGHBORS AVE. — BALTIMORE, MD. 21237

July 17, 1986

No. 9100 Cuckold Point Road
Lots 53 & 54, Revised plat of Swan Point, 9/5
15th District Baltimore County, Maryland

Beginning for the same at the northeast corner of Cuckold Point Road and Fourth Street, thence running and binding on the northwest side of Cuckold Point Road North 44 degrees 22 minutes East 100 feet, thence leaving Cuckold Point Road and running North 45 degrees 38 minutes West 100 feet, thence running South 44 degrees 22 minutes West 100 feet to the northeast side of Fourth Street, and thence running and binding on the northeast side of Fourth Street South 45 degrees 38 minutes East 100 feet to the place of beginning.

Containing 10,000 square feet of land more or less.



RE: PETITION FOR SPECIAL HEARING : BEFORE THE ZONING COMMISSIONER
NW Corner of Cuckold Point Rd.
and 4th Ave. (9100 Cuckold Point: OF BALTIMORE COUNTY
Rd.), 15th District
MARY C. SNIVELY, et al., Case No. 87-144-SPH
Petitioners

ENTRY OF APPEARANCE

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

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

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

I HEREBY CERTIFY that on this 27th day of August, 1986, a copy of the foregoing Entry of Appearance was mailed to Norman R. Stone, Jr., Esquire, 6905 Dunmanway, Baltimore, MD 21222, Attorney for Petitioners.

Peter Max Zimmerman
Peter Max Zimmerman

Norman R. Stone, Jr., Esquire
6905 Dunmanway
Baltimore, Maryland 21222

August 22, 1986

NOTICE OF HEARING

RE: PETITION FOR SPECIAL HEARING
NW/cor. of Cuckold Point Rd. and 4th Ave.
(9100 Cuckold Point Rd.)
15th Election District
Mary C. Snively, et al - Petitioners
Case No. 87-144-SPH

TIME: 11:45 a.m.
DATE: Monday, September 29, 1986
PLACE: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

Cal J. Jablon
Zoning Commissioner of Baltimore County

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

No. 025814

DATE 7/31/86 ACCOUNT 01-615

AMOUNT \$ 100.00

RECEIVED FROM: HOWARD I STONE

FOR: FILING FEE FOR SPECIAL HEARING Item 50

B 8049*****100001a 8312F

SNIVELY - PETITIONER

VALIDATION OR SIGNATURE OF CASHIER

PETITION FOR SPECIAL HEARING

15th Election District
Case No. 87-144-SPH

LOCATION: Northwest Corner of Cuckold Point Road and 4th Avenue
(9100 Cuckold Point Road)

DATE AND TIME: Monday, September 29, 1986, at 11:45 a.m.

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

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

Petition for Special Hearing to approve the nonconforming use of the property as a tavern

Being the property of Mary C. Snively, et al, 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

BALTIMORE COUNTY
OFFICE OF PLANNING & ZONING
TOWSON, MARYLAND 21204
494-3053

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

September 23, 1986

Norman R. Stone, Jr., Esquire
6905 Dunmanway
Baltimore, Maryland 21222

RE: PETITION FOR SPECIAL HEARING
NW/cor. of Cuckold Point Rd. and 4th Ave.
(9100 Cuckold Point Rd.)
15th Election District
Mary C. Snively, et al - Petitioners
Case No. 87-144-SPH

Dear Mr. Stone:

This is to advise you that \$69.75 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.

Please make the check payable to Baltimore County, Maryland, and remit to the Zoning Office, Room 106, County Office Building, Towson, Maryland

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

No. 025544

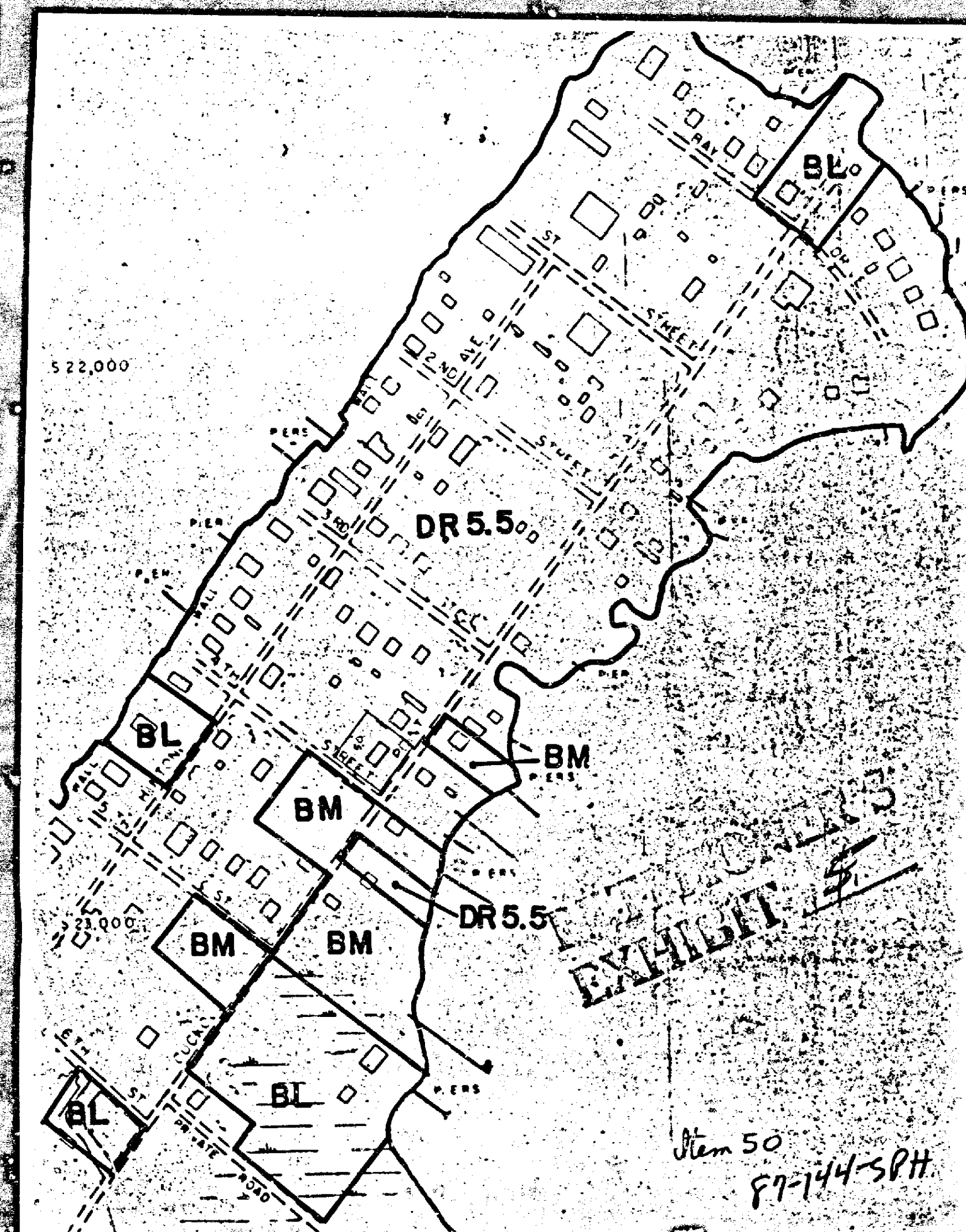
DATE 9/29/86 ACCOUNT R-01-615-000

SIGN & POST TO BE RETURNED: AMOUNT \$ 69.75
Howard I Stone, 6905 Dunmanway, Dundalk, Md. 21222

RECEIVED FROM: ADVERTISING & POSTING COSTS: RE CASE #87-144-SPH

FOR: B 8074*****63751a 8238F

VALIDATION OR SIGNATURE OF CASHIER



ORDER RECEIVED FOR FILING
Date 8/24/86
By Susan Studer Obrecht

MAP SE 6K
4A
E.D. 15
DATE 4-22-86
DP
5 22,750
E 60,510

Item 50
87-144-SPH

CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District 15th Date of Posting 9/14/86
Posted for: Special Hearing
Petitioner: Mary C. Snively, et al
Location of property: NE corner Cuckold Point Rd. & 4th St.
9100 Cuckold Point Rd.
Location of Signs: Facing Cuckold Point Rd. opposite entrance to property of R. L. Stone
Remarks: See Minutes
Posted by: [Signature] Date of return: 9/22/86
Number of Signs: 1

CERTIFICATE OF PUBLICATION

PETITION FOR SPECIAL HEARING
15th Election District
Case No. 87-144-SPH
LOCATION: Northwest Corner of Cuckold Point Road and 4th Avenue (9100 Cuckold Point Road)
DATE AND TIME: Monday, September 22, 1986, at 11:45 a.m.
PUBLIC HEARING: Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland.
The Zoning Commissioner in Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the petition for special hearing for the proposed use of the property as a "bar."
Being the property of Mary C. Snively, et al, as shown on plat given filed with the Zoning Office.
In the event that this Petitioner is granted a building permit, the Zoning Commission will, however, retain any request for a day of the issuance of said permit during the period for said case down. 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

OFFICE OF
Dundalk Eagle
38 N. Dundalk Ave.
Dundalk, Md. 21222 Sept. 12, 1986

THIS IS TO CERTIFY, that the annexed advertisement of Arnold Jablon in the matter of Pet. for Spec. Hrg. - P.O. #80291 - Reg. #L94979 - 75 lines @ \$30.00.
was inserted in The Dundalk Eagle a weekly newspaper published in Baltimore County, Maryland, once a week for one week before the 12th day of September 1986; that is to say, the same was inserted in the issues of Sept. 11, 1986

Kimbel Publication, Inc.
per Publisher.
By K.C. Oller

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commissioner
FROM: Norman E. Gerber, AICP, Director
Office of Planning and Zoning
SUBJECT: Zoning Petition No. 87-144-SPH
Date: September 18, 1986

In view of the subject of this petition, this office offers no comment. Please note that as set forth in the Office of Law memorandum delineating approval authority for Chesapeake Bay Critical Area findings (Spicer to Jablon; 7/8/85), no such findings will be made.

Norman E. Gerber, AICP
Norman E. Gerber, AICP
Director

NEG:JGH:sim

RECEIVED
SEP 19 1986
ZONING OFFICE

PETITION FOR SPECIAL HEARING
NW corner of CUCKOLD POINT ROAD
and 4th AVENUE
(9100 Cuckold Point Road)
15th ELECTION DISTRICT
MARY C. SNIVELY, et al
Petitioners
BALTIMORE COUNTY
Case No. 87-144-SPH

SUBPOENA DUCES TECUM

TO: STANLEY PIANOWSKI, ADMINISTRATOR
BALTIMORE COUNTY BOARD OF LIQUOR LICENSE COMMISSIONERS
COUNTY OFFICE BUILDING
TOWSON, MARYLAND 21204

You are hereby commanded to appear in person before the Zoning Commission for Baltimore County at Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland, 21204, on Monday, September 29, 1986, at 11:45 a.m., to testify for the Petitioners.

You are to produce all records pertaining to Sam's Bar, 9100 Cuckold Point Road (formerly, T/A Lou & Ann's Bar).

This subpoena was requested by Norman R. Stone, Jr., 6905 Dunmanway, Dundalk, Maryland 21222, telephone: 284-2860; 288-5270.

September 17, 1986
Date [Signature]
Zoning Commissioner

Certificate of Service

I HEREBY CERTIFY, That I delivered the original of this subpoena to the above person subpoenaed above on the date below listed.

Date 9-19-86
[Signature]
Person Making Service

LAW OFFICES
HOWARD AND STONE
PROFESSIONAL BUILDING
6905 DUNMANWAY
DUNDALK, MARYLAND 21222

CHARLTON T. HOWARD
NORMAN R. STONE, JR.
NORMAN R. STONE, III

TELEPHONE:
(301) 284-2860
(301) 288-5270

September 16, 1986

Zoning Commission for Baltimore County
County Office Building
Towson, Maryland 21204

ATTENTION: HEARING DIVISION

RE: Case No. 87-144-SPH
Hearing Date: 9/29/86; 11:45 a.m.

Dear Sir or Madam:

Enclosed are two subpoenas (original plus one copy of each) to be issued in the above case. Please have them served upon the named witnesses.

Thank you for your assistance.

Very truly yours,

[Signature]
Norman R. Stone, Jr.

NRS:III:elb
Enclosures

RECEIVED
SEP 17 1986
ZONING OFFICE

BALTIMORE COUNTY DEPARTMENT OF HEALTH

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

Zoning Item # 50, Zoning Advisory Committee Meeting of August 19, 1986

Property Owner: Mary C. Snively, et al

Location: N/E cor. Cuckold Pt. Rd. & 4th Street District 15

Water Supply Public Sewage Disposal Public

COMMENTS ARE AS FOLLOWS:

- (X) Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for any existing or proposed food service facility, complete plans and specifications must be submitted to the Plans Review Section, Environmental Support Services, for final review and approval.
- () Prior to new installation/s of fuel burning equipment, the owner should contact the Division of Air Pollution Control, 494-3775, to obtain requirements for such installation/s before work begins.
- () A permit to construct from the Division of Air Pollution Control is required for such items as spray paint processes, underground gasoline storage tank/s (5,000 gallons or more) and any other equipment or process which exhausts into the atmosphere.
- () A permit to construct from the Division of Air Pollution Control is required for any charbroiler operation which has a total cooking surface area of five (5) square feet or more.
- () Prior to approval of a Building Permit Application for renovations to existing or construction of new health care facilities, complete plans and specifications of the building, food service area and type of equipment to be used for the food service operation must be submitted to the Plans Review and Approval Section, Division of Engineering and Maintenance, State Department of Health and Mental Hygiene for review and approval.
- () Prior to any new construction or substantial alteration of public swimming pool, wading pool, bathhouse, saunas, whirlpools, hot tubs, water and sewerage facilities or other appurtenances pertaining to health and safety; two (2) copies of plans and specifications must be submitted to the Baltimore County Department of Health for review and approval. For more complete information, contact the Recreational Hygiene Section, Division of Environmental Support Services.
- () Prior to approval for a nursery school, owner or applicant must comply with all Baltimore County regulations. For more complete information, contact the Division of Maternal and Child Health.
- () If lubrication work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with Water Resources Administration requirements.

SS 20 1082 (1)

9-9-86

RECEIVED
SEP 24 1986
ZONING OFFICE

PETITION FOR SPECIAL HEARING
NW corner of CUCKOLD POINT ROAD
and 4th AVENUE
(9100 Cuckold Point Road)
15th ELECTION DISTRICT
MARY C. SNIVELY, et al
Petitioners
BALTIMORE COUNTY
Case No. 87-144-SPH

SUBPOENA

TO: WILLIAM WEHNER 477-5207
2806 THIRD STREET
BALTIMORE COUNTY, MARYLAND 21219

You are hereby commanded to appear in person before the Zoning Commission for Baltimore County at Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland, 21204, on Monday, September 29, 1986, at 11:45 a.m., to testify for the Petitioners.

This subpoena was requested by Norman R. Stone, Jr., 6905 Dunmanway, Dundalk, Maryland 21222, telephone: 284-2860; 288-5270.

September 17, 1986
Date [Signature]
Zoning Commissioner

Certificate of Service

I HEREBY CERTIFY, That I delivered the original of this subpoena to the above person subpoenaed above on the date below listed.

Date 9-17-86
[Signature]
Person Making Service

Mr. Sheriff:
Please issue Subpoena in accordance with the above.

[Signature]
Zoning Commissioner of
Baltimore County

PETITION FOR SPECIAL HEARING
NW corner of CUCKOLD POINT ROAD
and 4th AVENUE
(9100 Cuckold Point Road)
15th ELECTION DISTRICT
MARY C. SNIVELY, et al
Petitioners
BALTIMORE COUNTY
Case No. 87-144-SPH

SUBPOENA

TO: WILLIAM WEHNER
2806 THIRD STREET
BALTIMORE COUNTY, MARYLAND 21219

You are hereby commanded to appear in person before the Zoning Commission for Baltimore County at Room 106, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland, 21204, on Monday, September 29, 1986, at 11:45 a.m., to testify for the Petitioners.

This subpoena was requested by Norman R. Stone, Jr., 6905 Dunmanway, Dundalk, Maryland 21222, telephone: 284-2860; 288-5270.

September 17, 1986
Date [Signature]
Zoning Commissioner

Certificate of Service

I HEREBY CERTIFY, That I delivered the original of this subpoena to the above person subpoenaed above on the date below listed.

Date 9-17-86
[Signature]
Person Making Service

Mr. Sheriff:
Please issue Subpoena in accordance with the above.

[Signature]
Zoning Commissioner of
Baltimore County

Zoning Item # 50, Zoning Advisory Committee Meeting of 8/19/86
Page 2

- () Prior to razing of existing structure/s, petitioner must contact the Division of Water Quality and Waste Management at 494-3768, regarding removal and/or disposal of potentially hazardous materials and solid wastes.
- () Any abandoned underground storage tanks containing gasoline, waste oil, solvents, etc., must have the contents removed by a licensed hauler and either be removed from the property or properly backfilled. Prior to removal or abandonment, owner must contact the Division of Water Quality and Waste Management at 494-3768.
- () Soil percolation tests (have been/must be) conducted.
() The results are valid until _____
() Soil percolation test results have expired. Petitioner should contact the Division of Environmental Support Services to determine whether additional tests are required.
- () Where water wells are to be used as a source of water supply, a well meeting the minimum Baltimore County Standards must be drilled.
- () In accordance with Section 13-117 of the Baltimore County Code, the water well yield test shall be valid until _____
() is not acceptable and must be retested. This must be accomplished prior to conveyance of property and approval of Building Permit Applications.
- () Prior to occupancy approval, the potability of the water supply must be verified by collection of bacteriological and chemical water samples.
- () If submission of plans to the County Review Group is required, a Hydrogeological Study and an Environmental Effects Report must be submitted.
- () Others _____

[Signature]
Ian J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

WWQ 2 4/86

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon Date: September 3, 1986

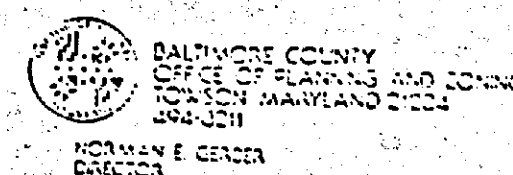
FROM: James Thompson

Case No. 87-144 SPH
SUBJECT: 9100 Cuckold Point Road
15th Election District

Please be advised that the above petition is an active violation case, No. C-87-279. Furthermore, the property had a prior violation 84-60-CV, which proceeded to the District Court of Maryland.

JT/lr

CPS-008



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

August 26, 1986

(CRITICAL AREA)

Re: Zoning Advisory Meeting of August 19, 1986
Item # 50
Property Owner: MARY C. SNIVELY et al
Location: N/E CORNER CUCKOLD POINT
RD. + 4TH ST.

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.
- () County Review Group Meeting is required.
- () This site is part of a larger tract; therefore it is defined as a subdivision. The plan must show the entire tract.
- () A record plat will be required and must be recorded prior to issuance of a building permit.
- () The access is not satisfactory.
- () The circulation on this site is not satisfactory.
- () The existing arrangement is not satisfactory.
- () Parking calculations must be shown on the plan.
- () This property contains soils which are defined as wetlands, and development on these soils is prohibited.
- () Construction in or alteration of the floodplain is prohibited.
- () Development of this site may constitute a potential conflict with the Baltimore County Master Plan.
- () The approved Development Plan was approved by the Planning Board.
- () Landscaping: Must comply with Baltimore County Landscape Manual.
- () The property is located in a deficient service area as defined by Capacity Use Certificate has been issued. The deficient service is:
- () The property is located in a deficient area controlled by a "D" level intersection as defined by Bill 172-79, and its conditions change are re-evaluated annually by the County Council.

Additional comments:
X THIS SITE IS LOCATED IN THE CHESAPEAKE
BAY CRITICAL AREA. ADDITIONAL COMMENTS
WILL BE PROVIDED BY THE COMPREHENSIVE
PLANNING DIVISION.
X "ANY FUTURE EXPANSION OF SITE MUST COMPLY
TO ALL APPLICABLE COUNTY REGULATIONS + STANDARDS"

cc: James Howell

CHP, Current Planning and Development



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

August 15, 1986

TED ZALESKI, JR.
DIRECTOR

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

Dear Mr. Jablon:

Comments on Item # 50 Zoning Advisory Committee Meeting are as follows:
Property Owner: Mary C. Snively, et al (CRITICAL AREA)
Location: N/E Corner Cuckold Point Road and 14th Street
District: 15th.

APPLICABLE ITEMS ARE CHECKED:

- (X) 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.M.S.I. #117-1 - 1980) and other applicable Codes and Standards.
- (X) A building and other miscellaneous permits shall be required before the start of any construction.
- (X) Residential: Two sets of construction drawings are required to file a permit application. The seal of a registered in Maryland Architect or Engineer is required on plans and technical data.
- (X) 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. Roughwood seals are not acceptable.
- (X) All Use Groups except R-4 Single Family Detached Dwellings require a minimum of 1 hour fire rating for exterior walls closer than 5'-0" to an interior lot line. R-4 Use Groups require a one hour wall if closer than 3'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire or party wall. See Table 101, Section 1007, Section 1008.1 and Table 1002. No openings are permitted in an exterior wall within 3'-0" of an interior lot line.
- (X) The structure does not appear to comply with Table 505 for permissible height/area. Reply to the requested variance by this office cannot be considered until the necessary data pertaining to height/area and construction type is provided. See Table 101 and 505 and have your Architect/Engineer contact this department.
- (X) The requested variance appears to conflict with Section(s) _____ of the Baltimore County Building Code.
- (X) 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 Use _____ to Use _____ or to Mixed Use _____. See Section 113 of the Building Code.
- (X) 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 levels including basement.
- (X) Comments: Section 516.0 (Bill #17-85) requires all floor levels including basements to be 1'-0" above the 100 year flood tide as established by the Department of Public Works, etc.
- (X) These abbreviated comments reflect only on the information provided by the drawings submitted to the Office of Planning and Zoning and are not intended to be construed as the full extent of any permit. If desired the applicant may obtain additional information by visiting Room 122 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

Charles P. Dunham
W. C. E. Dunham, Chief
Building Plans Review

L/22/R

LAW OFFICES
HOWARD AND STONE
PROFESSIONAL BUILDING
6905 DUNMANWAY
DUNDALK, MARYLAND 21222

RECEIVED
AUG 4 1986

August 1, 1986

ZONING OFFICE

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

RE: Petition for Special Hearing
Petitioners: Snively/Schlime
9100 Cuckold Point Road 21219

Dear Commissioner Jablon:

This is to request an expedited hearing on the above Petition. The property is under a contract of sale, and settlement is being held up pending resolution of the zoning matter. The Petitioners are in danger of losing the sale if the zoning issue is not resolved in the very near future.

Therefore, your assistance in bringing the Petition up for a hearing in the very near future is greatly appreciated.

Thank you for your consideration to this matter.

Very truly yours,
Norman R. Stone, Jr.

NRS,III:slh

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

September 2, 1986

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

000

Chairman

MEMBERS

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

Norman R. Stone, Jr., Esquire
6905 Dunmanway
Baltimore, Maryland 21222

RE: Item No. 50 - Case No. 87-144-SPH
Petitioner: Mary C. Snively, et al
Petition for Special Hearing

Dear Mr. Stone:

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

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

Very truly yours,

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

JED:kbb

Enclosures

cc: Frank S. Lee
1277 Neighbors Avenue
Baltimore, Maryland 21237



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

PAUL H. REINCKE
CHIEF

August 15, 1986

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

RE: Property Owner: Mary C. Snively, et al (CRITICAL AREA)
Location: N/E corner Cuckold Point Road and 4th Street

Item No.: 50

Zoning Agenda: Meeting of 8/19/86

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.
- (X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 edition prior to occupancy.
- () 6. Site plans are approved, as drawn.
- () 7. The Fire Prevention Bureau has no comments at this time.

REVIEWER: [Signature] Noted and Approved: [Signature]
Planning Group
Special Inspection Division

/mb

SPECIAL NOTE FOR CONSTRUCTION IN TIDAL OR RIVERINE AREAS
BILL #17-85 BALTIMORE COUNTY BUILDING CODE 1984
EFFECTIVE - APRIL 22, 1985

SECTION 516.0 A Section added to read as follows:

SECTION 516.0 CONSTRUCTION IN AREAS SUBJECT TO FLOODING

516.1 AREAS SUBJECT TO INUNDATION BY TIDEWATERS:

1. Whenever building or additions are constructed in areas subject to inundation by tides, the building's lowest floor (including basement) shall be not lower than one (1) foot above the 100-year flood elevation, as established by the U.S. Army Corps of Engineers or the Federal Flood Insurance Study, whichever is more restrictive. These buildings or additions shall be designed and adequately anchored to prevent flotation, collapse, or lateral movement of the structure with materials resistant to flood damage.

Areas beneath buildings will not be considered as basements if headroom to underside of floor joists is less than six feet or if enclosure walls are at least 50 percent open.

2. Crawl spaces under buildings constructed in the tidal plain, as determined by the U.S. Army Corps of Engineers or the Federal Flood Insurance Study, whichever is the more restrictive, shall be constructed so that water will pass through without resulting debris causing damage to the improvements of any property.

3. New or replacement utility systems, including but not limited to water supply, sanitary sewage, electric, gas and oil, must be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and require on-site waste disposal systems to be located so as to avoid impairment of them or contamination from them during flooding.

516.2 RIVERINE AREAS SUBJECT TO INUNDATION BY SURFACE WATERS WITHIN THE 100 YEAR FLOOD PLAIN.

1. No structures or additions shall be within the 100-year flood plain of any watercourse. The 100-year flood plain shall be based upon the Federal Flood Insurance Study or the Department of Public Works, whichever is the more restrictive. This determination shall include planned future development of the watershed area.

2. Reconstruction of residential dwelling units shall be governed by Sections 103.0 or 120.0 as applicable, except that rebuilding of residential dwelling units damaged in excess of 50 percent of physical value shall also be governed by the provisions of Subsection 516.1 of this Section.

3. Reconstruction of other than residential buildings or structures in the riverine areas shall be made to conform to 516.1 when damage exceeds 50 percent of physical value.

April 1985

87-144-SPH

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

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

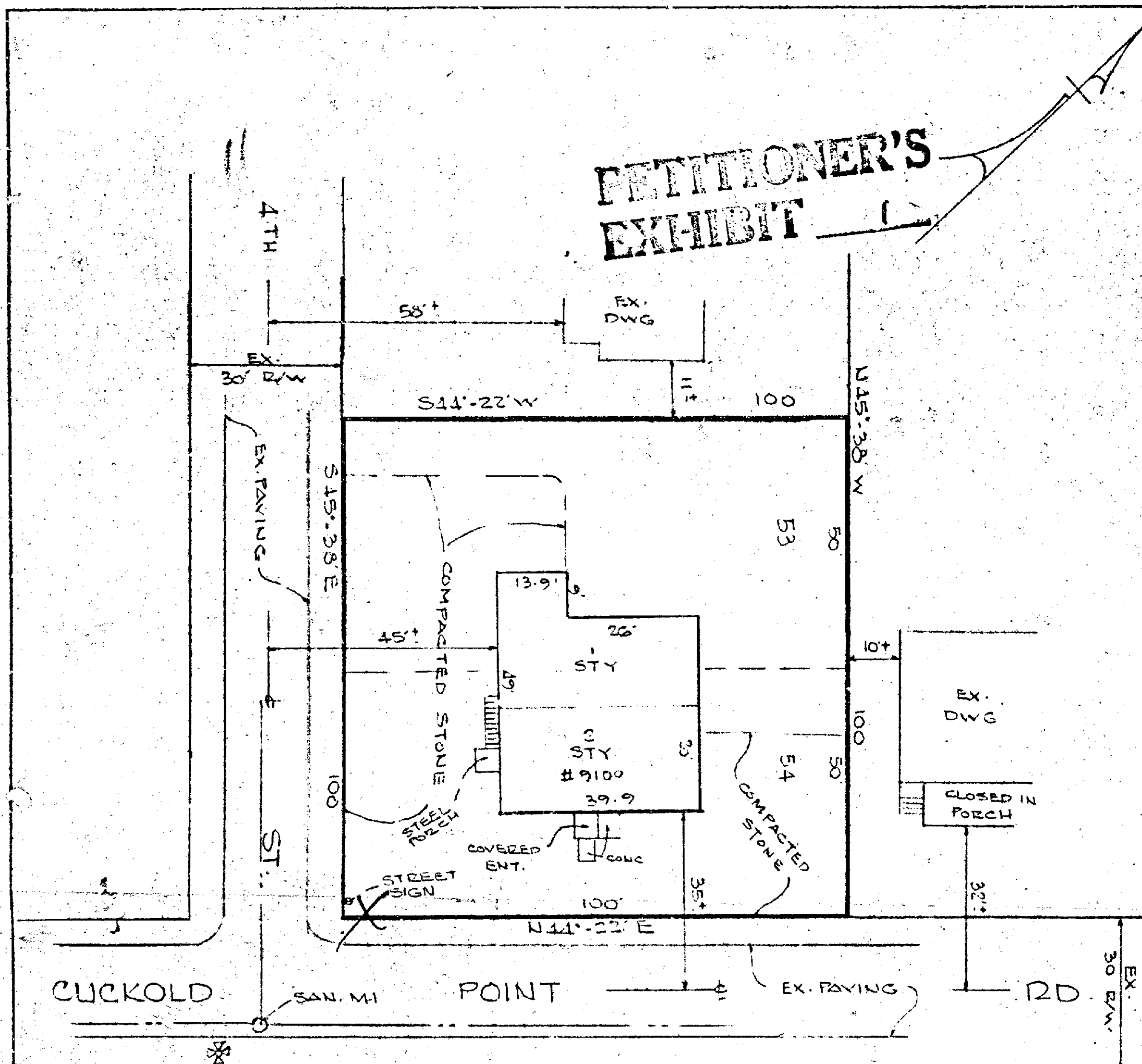
Your petition has been received and accepted for filing this
19th day of August, 1986

ARNOLD JABLON
Zoning Commissioner

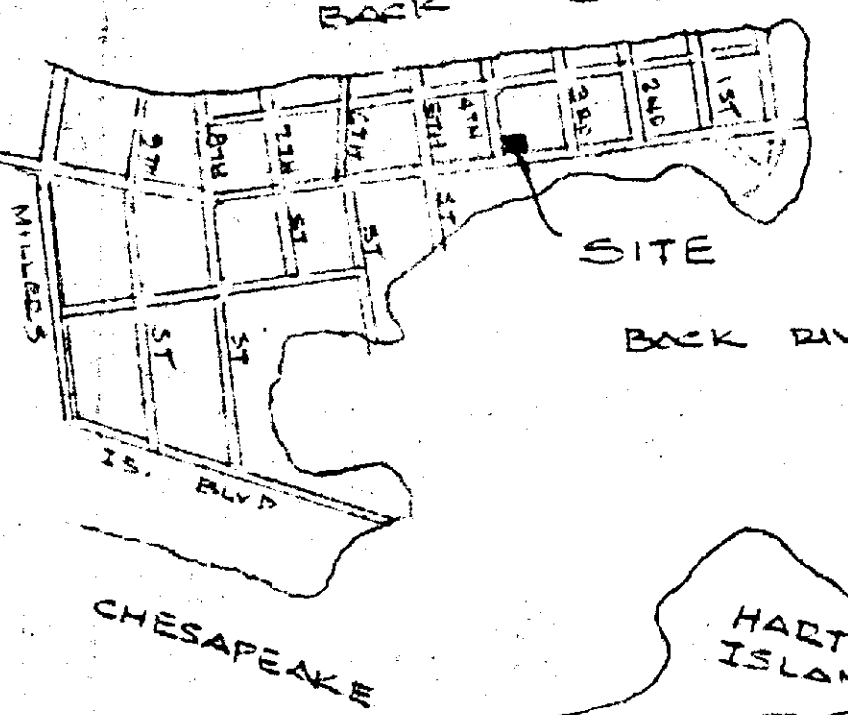
Petitioner: Mary C. Snively, et al
Petitioner's Attorney: Norman R. Stone, Jr., Esquire

Received by: James E. Dyer

Chairman, Zoning Plans
Advisory Committee



EX. ZONING - DR 55
EX. USE - TAVERN & LIVING QTRS.
PROP. USE - SAME
AREA OF LOT - 10,000 SQ. FT.
AREA OF TAVERN -
AREA OF LIVING QTRS.



OWNER
MARY C. SNIVELY & ANNA SCHEMME
9100 CUCKOLD PT. RD.
BALTO., MARYLAND 21217
477-3051

LOTS 53-54 REVISED PLAT OF
SWAN POINT
PLAT BOOK 9-B
15TH DISTRICT BALTIMORE CO., MARYLAND
Scale 1" = 20'

PLAT TO ACCOMPANY PETITION FOR A NON CONFORMING USE
FOR AN EXISTING TAVERN & PARKING

OFFICE COPY

CRITICAL AREA

50

LOCATION MAP
Scale 1" = 900'

1/2 acre
870-444 SPH



FRANK S. LEE
1277 NEIGHBORS AVE.
BALTIMORE, MD. 21237
681-6922

LEASE
Lesse made 25 SEPT 1980 between Godfrey Kirby, herein referred to as lessor, and Lewis M. Brodowski and Anna P. Schlime, herein referred to as lessee.

In consideration of the mutual covenants contained herein, the parties agree as follows:

Lessor leases to lessee the premises located at 9100 Cockold Point Road, County of Baltimore, State of Maryland.

The term of this lease is six months, beginning on October 1, 1980 and terminating on March 31, 1981 at 12:00 o'clock P.M.

The Total rent under this lease is Two Thousand Four Hundred Dollars (\$2,400). Lessee shall pay lessor that amount in installments of Four Hundred Dollars (\$400.00) each month, beginning on October 1, 1980, with succeeding payments due on the first day of each month thereafter during the term of the lease.

Lessee shall also pay the last rental payment of \$400.00 on October 1, 1980.

Lessor shall pay 10% of the monthly rental to Hillegas Realty, Inc. as Brokerage Commission.

This lease shall terminate by the consummation of a contract of sale between the parties hereto. (See Exhibit A attached hereto)

Lessee shall insure the lessors interest with an appropriate hazard insurance policy.

Lessor shall pay all taxes and other public charges, and ground rent, if any, during the term of this lease.

The premises are to be used for the purpose of operating a Bar or Tavern. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the written consent of lessor, or lessor's authorized agent.

Lessee shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of lessee's business purposes. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

Lessee shall arrange and pay for all utilities furnished to the premises for the term of this lease, including electricity, gas, water, sewer, and telephone service.

PETITIONER'S
EXHIBIT 2

Lessor represents that the premises are in fit condition for use by lessee. Acceptance of the premises by lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the lease term, or any renewal thereof, in the same condition as when lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, lessee shall remove all business signs placed on the premises by lessee and restore the portion of the premises on which they were placed in the same condition as when received.

Lessor reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and lessee shall permit lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the term of this lease or any extension thereof. Lessee shall indemnify lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

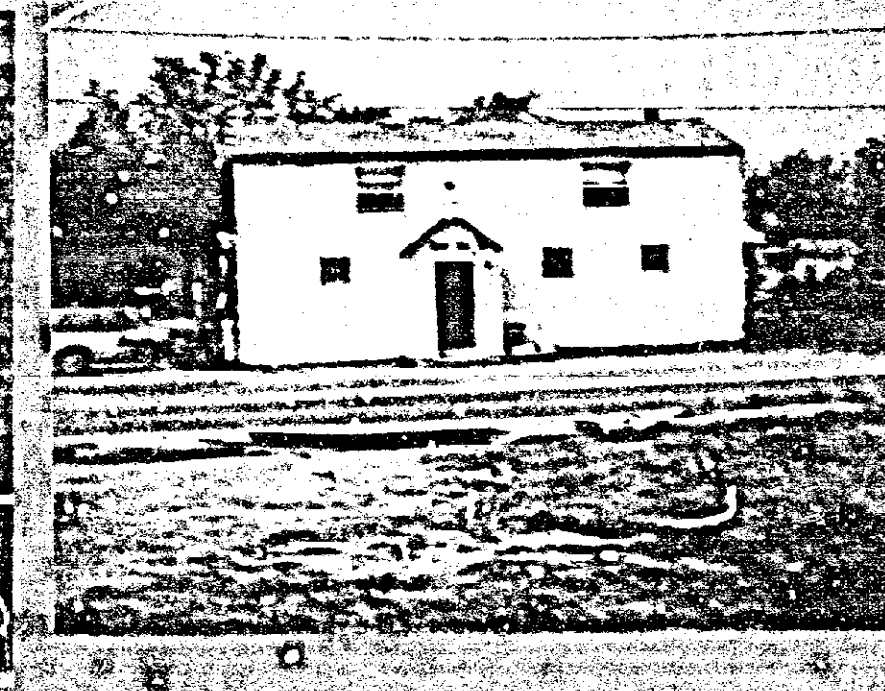
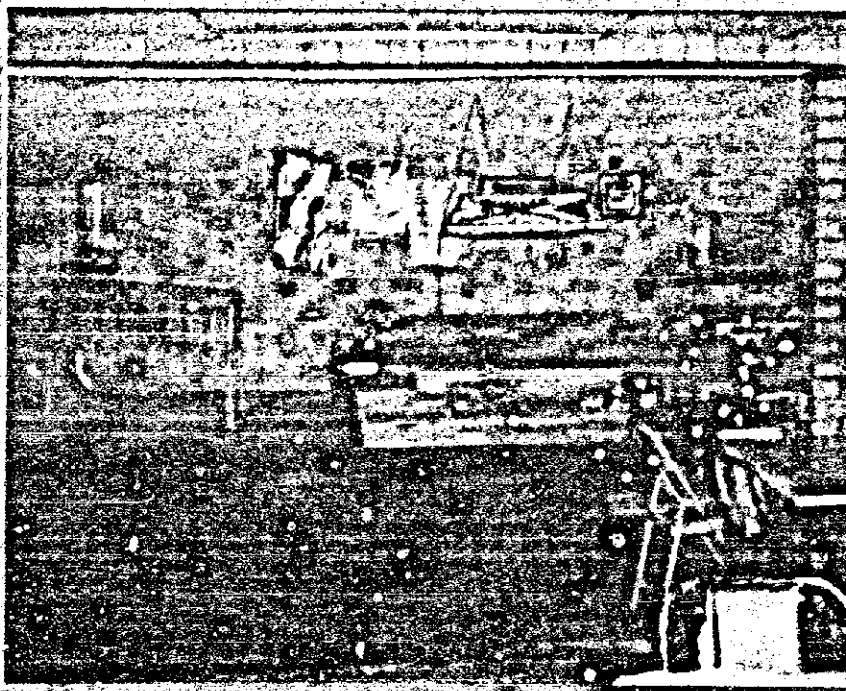
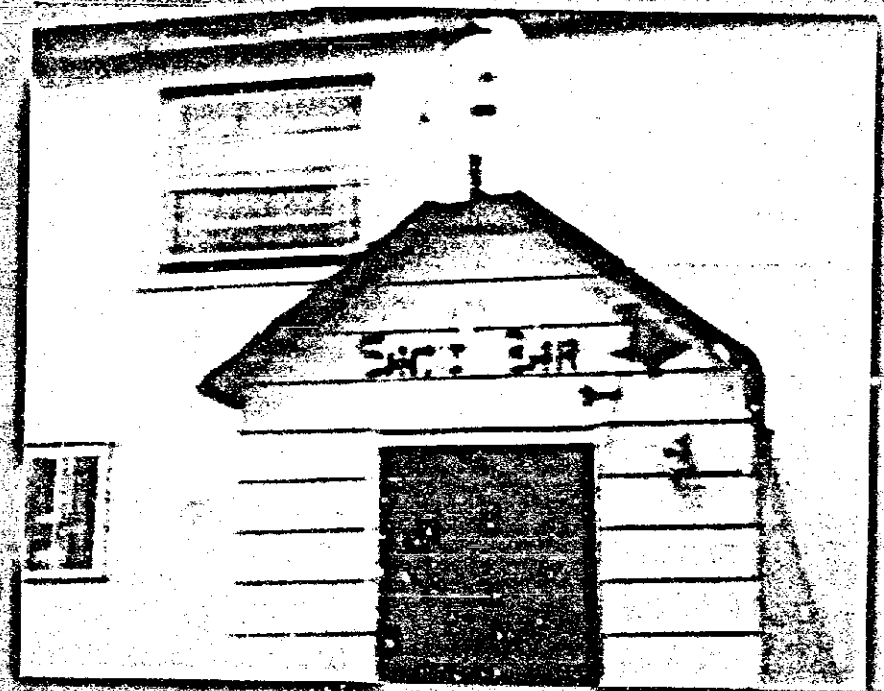
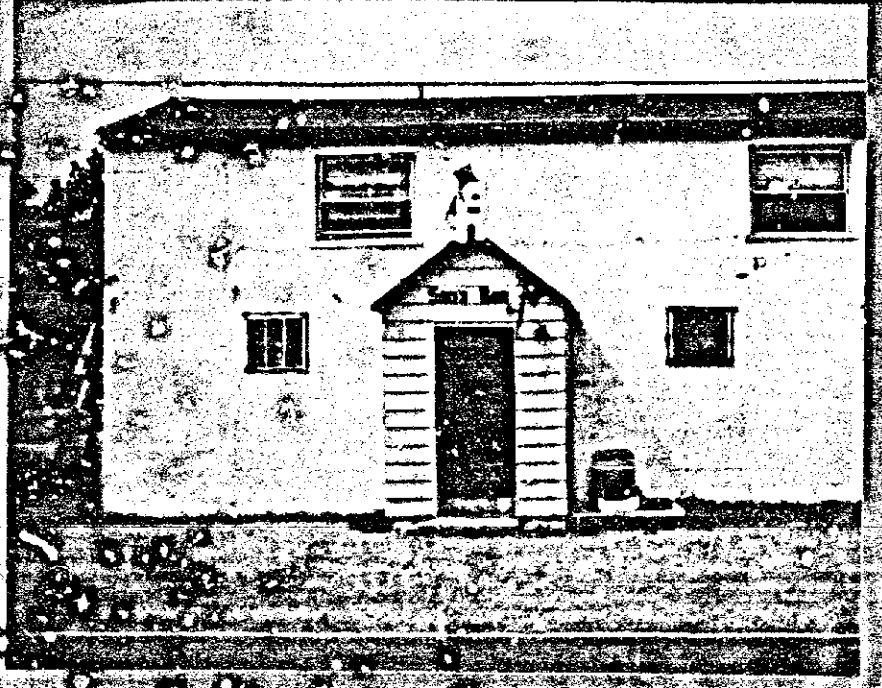
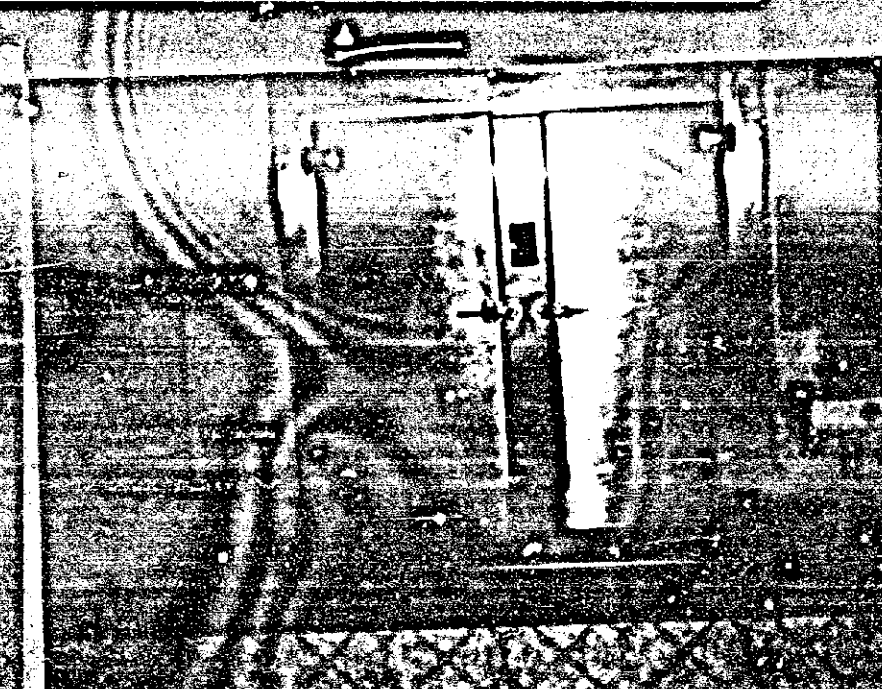
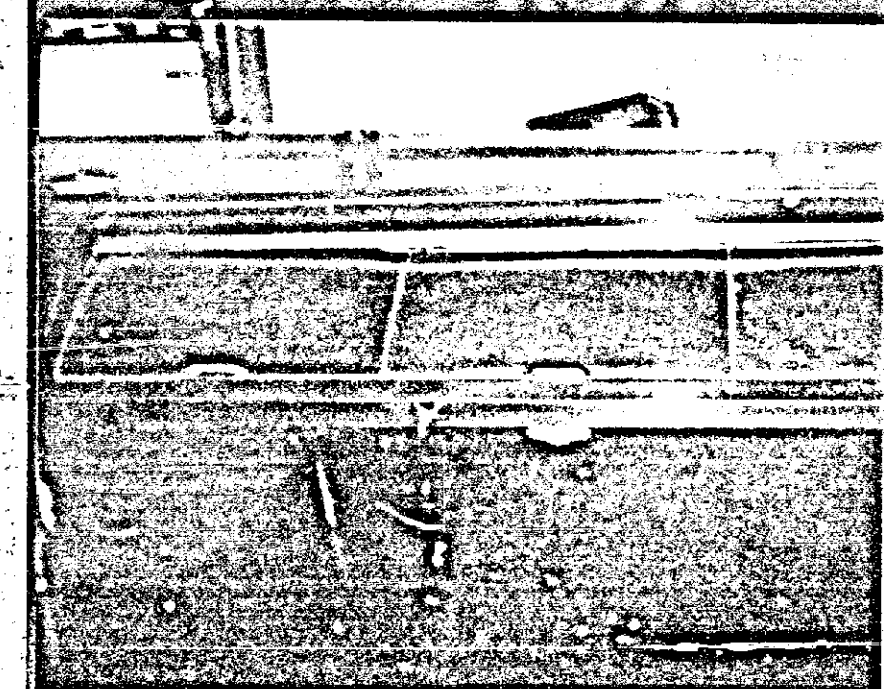
Lessee shall procure and maintain in force at his expense during the term of this lease and any extension thereof public liability insurance with insurers and through brokers approved by lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises. If the insurance policies are not kept in force during the entire term of this lease or any extension thereof, lessor may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to lessor as an additional rent installment for the month following the date on which the premiums were paid by lessor.

Lessee shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except agents and employees of lessee to occupy the premises or any part thereof without first obtaining the written consent of lessor. A consent by lessor shall not be consent to a subsequent assignment, sublease, or license to occupy by persons. An unauthorized assignment, sublease, or license to occupy by lessee shall be void and shall terminate the lease at the option of lessor. The interest of lessee in this lease is not assignable by operation of law without the written consent of lessor.

Witness Godfrey Kirby (Lessor)

Witness Lewis M. Brodowski (Lessee)

Witness Anna P. Schlime (Lessee)



THIS AGREEMENT OF SALE, made this 25 day of SEPT, 1980, by and between Godfrey Kirby, hereinafter referred to as Seller and Lewis M. Brodowski and Anna P. Schlimme, hereinafter referred to as Buyers.

WHEREAS, Godfrey Kirby is presently the owner of a property in Baltimore County, State of Maryland, known as 9100 Cockold Point Road, with all improvements thereon, subject to any existing ground rent and is the owner of the tavern business located at that location, known as Miller's Island Bar, along with all equipment, stocks, inventory, -day beer, wine and liquor license, trade name, signs and all other licenses necessary for conducting said business; and is desirous of selling both the real property and the business; and

WHEREAS, Lewis M. Brodowski and Anna P. Schlimme are desirous of purchasing both the real property and the business;

NOW, THEREFORE, WITNESSETH, that in consideration of the mutual covenants and agreements herein, and the consideration set forth to be paid as herein more particularly set forth, subject to all of the conditions and terms, it is agreed between the parties hereto, as follows:

1. The Seller, Godfrey Kirby, hereby bargains and sells unto Lewis M. Brodowski and Anna P. Schlimme, and the latter does hereby purchase from the former, the following described property, situate and lying in Baltimore County, State of Maryland and known as 9100 Cockold Point Road, subject to any ground rent, with all permanent fixtures thereon, along with the tavern business known as Miller's Island Bar, free from all liabilities and encumbrances, located on the premises known as 9100 Cockold Point Road, Baltimore, Maryland 21219. Said sale of the business to include all of the fixtures, equipment, -day beer, wine and liquor license, trade name, good will, signs and all other licenses issued for the operation of the business, all other property (except cash) owned and used by the Seller at such business, the same is now upon the premises, a list of which is attached hereto and marked as Schedule A.

2. The purchase price for both the real property and the business shall be Thirty Thousand Dollars (\$30,000.00) which shall be paid as follows:

a) A deposit of One Dollar (\$1.00) to be paid at the signing of this Agreement.

b) The balance of Twenty-nine Thousand Nine Hundred and Ninety-nine Dollars (\$29,999.00) is to be paid at the time of settlement which shall be held on or before Six (6) months from the date of this Agreement. The Seller agrees to take back a purchase money mortgage along with a Confessed Judgment Note, Financing Statement, and Security Agreement, securing the real property and all fixtures and equipment and -day beer, wine and liquor license in the amount of Fifteen Thousand Dollars (\$15,000.00) to be paid over a period of Five (5) years at the rate of Twelve percent (12%) interest per annum, in monthly installments of

principal and interest in the amount of \$336.67. Lewis M. Brodowski and Anna P. Schlimme shall pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property mortgaged may become liable, and all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

3. Upon payment as above provided of the unpaid purchase price, a Deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by good and merchantable title to the Buyers, free of all liens and encumbrances except as specified herein, subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

4. Ground rent, water rent, taxes and other public charges against premises shall be apportioned as of the date of settlement at which time possession shall be given and the said parties hereto bind themselves, their successors, their heirs, executors and assigns, for the faithful performance of this Agreement.

5. It is understood and agreed that the Buyers shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto as their interest may appear and continue said insurance in force during the life of this Contract.

6. The costs of all documentary stamps, and of transfer, recording, conveyance and other similar taxes where applicable and when and where required by law shall be paid equally by the parties hereto.

7. The Seller hereby warrants that the property is free of termites and other woodboring insects and will, at the time of settlement, provide a certificate showing that the property is free of termites and other woodboring insects and if any be found then the Seller, will be responsible for eradication of same and correction of any damage done to the premises by these termites or other woodboring insects. Costs of said termite inspection to be borne by the Seller.

8. The Buyers are to make application with the Board of Liquor License Commissioners of Baltimore County within One Month after the signing of this Contract for transfer of this license.

9. The following items shall be adjusted by the Seller and the Buyers at the time of settlement. Said adjustments to be paid in cash at the time of settlement.

a) There will be a pro rata adjustment on the present -day beer, wine and liquor license, same being included in the sale.

b) There will be a pro rata adjustment on the tangible personal property tax.

10. This entire Agreement, including the sale of the property, is contingent upon the transfer of the -day beer, wine and liquor license held by the Seller for the said premises to the Buyers or a Corporation designated by them, and should the Board of Liquor License

Commissioners of Baltimore County refuse to fail to transfer the license to the Buyers or the Corporation designated by them, then this entire Contract including the sale of the property, shall be null and void and all monies paid by the Buyers to the Seller on account of the purchase price shall be returned.

11. The Seller, Godfrey Kirby, warrants and represents that it is the sole owner of the business operated by it at 9100 Cockold Point Road, Baltimore County, Maryland, and that said business being sold by this Contract has no judgements, liens, actions or proceedings pending against it in any Court.

12. The Seller hereby agrees to comply with all of the terms, conditions and provisions of the Sale in Bulk Act as enumerated in the Uniform Commercial Code, Article 95-B, Subtitle 6, of the Annotated Code of Maryland, and it will furnish the Buyers with all information as to creditors, if any, in order to comply with said Act and/or in the alternative, it will comply with the provisions of said Act, by executing at the time of settlement, in accordance with the provisions of said Act, a signed affidavit that the business has no creditors.

13. The Seller hereby covenants that it has not received any notice nor has any knowledge of any outstanding violations now pending before the Liquor Board of Baltimore County, local zoning authorities, local health department, local fire department, local housing authorities, etc., as to the conduct and manner in which the business herein is now being operated or was operated, nor has it received any notice or has any knowledge of any condemnation proceedings, either local, state or federal relating to the real estate and business herein. It is further agreed between the parties that the costs of correction of any such violations prior to settlement shall be the responsibility of the Seller.

14. Upon payment as hereinabove provided of the unpaid money, a Bill of Sale shall be executed which shall convey the business, -day beer, wine and liquor license, personal property, inventory and stock, fixtures and equipment to the Buyers free and clear of any and all liens and encumbrances, except the use and occupancy restrictions, if any of public record, or as specified herein.

15. The Buyers shall have the right to assign this Contract to any nominee designated by them or any Corporation to be formed by them, but in the event of assignment, the Buyers shall remain liable under this Contract for performance of all terms there.

16. The Seller recognizes Hillegas Realty, Inc. as the listing and selling broker negotiating this Contract and agreed to pay the realtor's broker's fee for services rendered amounting to Three Thousand Dollars (\$3,000.00) and authorize the attorney or party making settlement, to deduct at settlement, said broker's fees, from the proceeds of the sale and pay same directly to the Realtor.

17. It is agreed and recognized between the parties that the purchase price will have to be broken down at a later date by agreement of the parties to be distributed among real property, fixtures, equipment, trade name, licenses, etc.

18. The Buyers agree to carry the necessary amount of fire insurance coverage on the building and contents and will see to it that the Seller is named as a loss payee on said fire insurance policy, and same will be available at the time of settlement. Payment for said property will be included in the escrow payments in the before mentioned mortgage.

19. This Contract contains the final and entire agreement between the parties hereto, their legal representatives, heirs, successors and assigns, and neither they nor their agents shall be bound by any terms, conditions or representatives not herein written; time being of the essence of this Agreement.

WITNESS the hands and seals of the individual parties, the day and year first above written, and the hand and seal of the corporate party.

Hillegas
WITNESS

WITNESS

WITNESS

Godfrey Kirby
GODFREY KIRBY (SELLER)

LEWIS M. BRODOWSKI (BUYER)

ANNA P. SCHLIMME (BUYER)

PETITIONER'S
EXHIBIT 3

DEED -- FEE SIMPLE -- INDIVIDUAL GRANTOR -- LONG FORM

This Deed, MADE THIS twenty-first day of April

in the year one thousand nine hundred and eighty-one by and between
* GODFREY A. KIRBY, by his attorney-in-fact, DOLORES JONES, by virtue of a Power
of Attorney dated September 1, 1980 and recorded or intended to be recorded among the
Land Records of Baltimore County immediately prior hereto.

Land Records of Baltimore County immediately preceding the date of the first part, and

parties of the first part, and

parties

ANNA P. SCHLIMME and MARY C. SNIVLEY,

of the second part.

WITNESSETH, That in consideration of the sum of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) which is the actual consideration paid or to be paid.

the said parties of the first part

do grant and convey to the said parties of the second part, as Joint Tenants, the survivor of them and the survivor's

personal representatives, successors and assigns, in fee simple, all

those lots of ground situate in Baltimore County and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. 53 and 54, as shown on the Plat of Swan Point, which plat is recorded among the Land Records of Baltimore County in Plat Book WHM No. 9, folios 4 and 5

SAVING AND EXCEPTING that rear 50 feet portion of Lots No. 53 and 54, which by Deed dated June 18, 1953, and recorded among the Land Records of Baltimore County in Liber CLB 2309 folio 384 was granted and conveyed to John Hoffman and Alma Marie Hoffman, his wife.

BEING the same lot of ground which by Deed dated July 30, 1976, and recorded among the Land Records of Baltimore County in Liber 5662 folio 243, a power of disposition was reserved by Godfrey A. Kirby, and is exercised herein.

* GODFREY A. KIRBY is also known as AUGUST G. KIRBY and DOLORES JONES is also known as DOLORES J. JONES.

257837F	**+271.00
257837Cg	*+126.00
257836T	+*140.00
257835Of	***+11.00

DEFENDANT'S
EXHIBIT 4

8-11-64 10:45 AM

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND TO HOLD the said described lot & of ground and premises to the said parties of the second part, as Joint Tenants, the survivor of them and the survivor's

personal representatives/successors

and assigns _____, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantor

Test:

Godfrey N. Kirby (SEAL)
GODFREY N. KIRBY

Dolores Jones (SEAL)
DOLORES JONES, attorney-in-fact
for Godfrey A. Kirby

STATE OF MARYLAND,

to wit:

I HEREBY CERTIFY, That on this twenty-first day of April, 1901, in the year one thousand nine hundred and eighty-one, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Godfrey A. Kirby

known to me (or satisfactorily proven) to be the persons whose name s is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

My Commission expires:

Dennis M. Jaworski Notary Public

July 1, 1982

Rec'd for record APR 24 1981

Per Elmer E. Kahline, Jr., Clerk

Sent to: The Dependable Ltd

Receipt No. 11