

IN RE: PETITIONS SPECIAL HEARING AND ZONING VARIANCES W/S of Woodlawn Drive, approximately 1,400' N of the centerline of Security Boulevard (1724 Woodlawn Drive) - 1st Election District Meadows Associations Ltd. Partnership, Petitioner

BEFORE THE ZONING COMMISSIONER OF BALTIMORE COUNTY Case No. 87-437-SPHA

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein requests variances to permit a shopping center identification (ID) sign containing 469.86 square feet, counting both sides, in lieu of the permitted 300 square feet and for said sign to be located opposite residentially-zoned property in lieu of the required commercially-zoned property and, additionally, an interpretation as to whether the shopping center is an integral retail shopping center, as more particularly described on Petitioner's Exhibit 1.

The Petitioner, by Martin Pechter, a principal, appeared and testified and was represented by Counsel. Testifying on behalf of the Petitioner were Gary Van Hoven, the owner of the Bagel Shoppe, a retail store located within the center, and Mickey Cornelius, an expert traffic engineer. Neil Kahn, Corporate Counsel for Webster Clothes, Inc. (Webster's), appeared in opposition.

Testimony indicated that the Petitioner erected a 469.86 square foot sign at the entrance to the Pace Plaza shopping center on Woodlawn Drive, which not only identifies the plaza but also the 25 retail stores contained therein. A permit was obtained, but after the sign's erection, it was determined that the sign was larger than legally permitted. The shopping center is located

Petitioner is to assure that the signage is to serve the center and not Pace Warehouse and that it is only one sign. The evidence supports the Petitioner on both counts, and therefore, the relief requested by the special hearing petition is approved.

Although there is no question that a larger sign should be permitted due to the center's location and the number of stores, testimony was not convincing that the sign should be as large as that which is requested.

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

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

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

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

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

adjacent to Webster's and to Pace Warehouse, which at one time owned the parcel which contains the center. In July, 1985, the Petitioner purchased the instant property, zoned B.M., and severed it from the Pace Warehouse property. There is a driveway access from Woodlawn Drive, adjacent to Webster's, which leads back to the center and its parking. The property is across Woodlawn Drive from a public library and the Woodlawn Senior High School, which are zoned residential. There are other large shopping center signs on various properties adjacent to the instant site, but Webster's is concerned that the subject sign is too large, blocks its identification, and lacks aesthetics.

Mr. Van Hoven testified that he would not have leased space within the center had he not been assured of signage on Woodlawn Drive since it provides greater identification value than a sign advertising Pace Plaza only. He stated that he could speak for at least three other tenants and that his comments were probably shared by all. Due to the center's location and its means of access, it is incumbent to have individual tenant identification visible from the street. In addition, Mr. Cornelius testified that, in his opinion, the sign creates no traffic hazard and is not an obstruction.

The Petitioner seeks relief from Section 413.2.(e), pursuant to Section 307, Baltimore County Zoning Regulations (BCZR), and for an interpretation pursuant to Section 500.7, BCZR.

The shopping center has rented space to 18 retail tenants who presently occupy their stores, two other stores are in the process of being finished, and five more are in various stages of leasing. The sign includes a "Pace Plaza" identification, 38.13 square feet per face, and 28 "slots", each approximately 6' x 16', for use by the tenants.

Without question, Pace Plaza is entitled to a shopping center ID sign not exceeding 150 square feet per face. The interpretation requested by the

addition, variances will not be detrimental to the public health, safety, and general welfare.

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

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 21st day of May, 1987, that variances to permit a shopping center ID sign containing 393.6 square feet, 196.8 square feet per face, in lieu of the permitted 300 square feet and for said sign to be located opposite residentially-zoned property in lieu of the required commercially-zoned property be and are hereby GRANTED, from and after the date of this Order, subject, however, to the following restrictions which are conditions precedent to the relief granted herein:

1. No free-standing other business signs shall be located within any area from a point parallel to Webster's to the corner of the access road and Woodlawn Drive.
2. A new sign permit, reflecting the variances granted herein, must be obtained.

AJ/srl

cc: John B. Howard, Esquire
Neil C. Kahn, Esquire
People's Counsel

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

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 413.2(e) to permit a second identification sign of 469.86 sq. ft. including both sides, in lieu of the permitted 300 sq. ft. for ~~residentially-zoned premises in lieu of the required~~ commercially zoned premises. of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County, for the following reasons: (Indicate hardship or practical difficulty)

To be determined at hearing

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

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

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

Contract Purchaser:

(Type or Print Name)

Signature

Address

City and State

Attorney for Petitioner:

John B. Howard

(Type or Print Name)

Signature

Address

Towson, Maryland 21204

City and State

Attorney's Telephone No.: 823-4111

Legal Owner(s):

Meadows Associates Ltd Partnership

(Type or Print Name)

Signature

Jack H. Pechter, General Partner

(Type or Print Name)

Signature

Address

908 York Road 823-5151

City and State

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

John B. Howard

Name 210 Allegheny Avenue

Towson, Maryland 21204

City and State

Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 18th day of March, 1987, 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 108, County Office Building in Towson, Baltimore County, on the 11th day of May, 1987, at 2:00 o'clock P.M.

ESTIMATED LENGTH OF HEARING 1/2HR. + 1HR. (over)
AVAILABLE FOR HEARING MON./TUES./WED. - NEXT TWO MONTHS
ALL OTHER DATE 2/3/87
REVIEWED BY: ugn

Zoning Commissioner of Baltimore County.

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 the use of one shopping center identification sign for an integral retail shopping development.

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

Attorney for Petitioner:

John B. Howard

(Type or Print Name)

Signature

Address

210 Allegheny Avenue

Towson, Maryland 21204

City and State

Attorney's Telephone No.: 823-4111

Legal Owner(s):

Meadows Association Ltd. Partnership

(Type or Print Name)

Signature

Jack H. Pechter, General Partner

(Type or Print Name)

Signature

Address

908 York Road 823-5151

City and State

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

John B. Howard

Name 210 Allegheny Avenue

Towson, Maryland 21204

City and State

Phone No.

ORDERED By The Zoning Commissioner of Baltimore County, this 18th day of March, 1987, 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 108, County Office Building in Towson, Baltimore County, on the 11th day of May, 1987, at 2:00 o'clock P.M.

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AVAILABLE FOR HEARING MON./TUES./WED. - NEXT TWO MONTHS
ALL OTHER DATE 2/3/87
REVIEWED BY: ugn

Zoning Commissioner of Baltimore County.

DESCRIPTION OF 300 SQUARE FOOT PARCEL
1724 WOODLAWN DRIVE
FIRST ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

THIS DESCRIPTION IS FOR A SIGN VARIANCE IN A "BM-1M" ZONE.

BEGINNING FOR THE SAME at a point on the southwesterly right of way line of Woodlawn Drive, 80 feet wide, said point of beginning being located 1,400 feet, more or less, north of the centerline of Security Boulevard where the said centerline intersects the west right of way line of Woodlawn Drive, thence binding on said right of way line of Woodlawn Drive (1) North 25 degrees 29 minutes 34 seconds West 15 feet to intersect the north boundary line of Lot No. 2 as shown on the plat of Resubdivision Part of Parcel 'F' Meadows Industrial Park recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 53, folio 61, thence binding on said line (2) South 64 degrees 30 minutes 26 seconds West 20.00 feet, thence (3) South 25 degrees 29 minutes 34 seconds East 15.00 feet, thence (4) North 64 degrees 30 minutes 26 seconds East 20.00 feet to the place of beginning.

CONTAINING 300 square feet of 0.0069 square acres, more or less.

RLS/aeb



CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

87-437-SPH

District: 1st Date of Posting: April 22, 1987
Posted for: Special Hearing
Petitioner: Meadows Association Ltd. Partnership
Location of property: W/S Woodlawn Dr., approx. 1,400' N of the c/l of Security Blvd.
Location of Sign: Location sign W/S Woodlawn Dr. and Woodlawn Dr. signs W/S Woodlawn Dr. approx. 1,400' N of c/l of Security Blvd.
Remarks: See above
Posted by: J. J. Kistner Date of return: April 24, 1987
Number of Signs: 3

PETITIONS FOR SPECIAL HEARING AND VARIANCE

1st Election District - 2nd Councilmanic District

Case No. 87-437-SPH

LOCATION: West Side Woodlawn Drive, approximately 1,400 feet North of the Centerline of Security Boulevard (1724 Woodlawn Drive)

DATE AND TIME: Monday, May 11, 1987, at 2:00 p.m.

PUBLIC HEARING: Room 301, 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 use of one shopping center identification sign for an integral retail shopping development

Petition for Zoning Variance to permit a second identification sign of 469.66 square feet, including both sides, in lieu of the permitted 300 square feet, opposite residentially zoned premises in lieu of the required commercially zoned premises

Partnership
Being the property of Meadows Associates Ltd./ 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
PETITION FOR VARIANCE
W/S Woodlawn Dr., approx. 1,400' N of C/L of Security Blvd. (2724 Woodlawn Dr.), 1st District : OF BALTIMORE COUNTY

MEADOWS ASSOCIATES LTD. : Case No. 87-437-SPH
PARTNERSHIP, Petitioner

ENTRY OF APPEARANCE

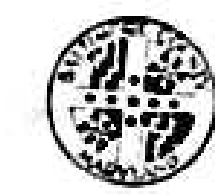
Please enter the appearance of the People's Counsel in the above-captioned matter. Notices should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

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 31st day of March, 1987, a copy of the foregoing Entry of Appearance was mailed to John E. Howard, Esquire, 210 Allegheny Ave., Towson, MD 21204, Attorney for Petitioner.

Peter Max Zimmerman
Peter Max Zimmerman



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

ARNOLD JABLON
ZONING COMMISSIONER
May 9, 1987

John B. Howard, Esquire
210 Allegheny Avenue
Towson, Maryland 21204

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

RE: PETITIONS FOR SPECIAL HEARING AND VARIANCE
W/S Woodlawn Dr., approx. 1,400' N of the c/l of Security Blvd. (1724 Woodlawn Dr.)
1st Election District - 2nd Councilmanic District
Meadows Association Ltd. Partnership - Petitioner
Case No. 87-437-SPH

Dear Mr. Howard:

This is to advise you that \$112.41 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 check payable to:

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

No. 35848

County, Maryland, and remit
Towson, Maryland

DATE: 5/11/87	ACCOUNT: 01-615-000
3 STUBS & POSTS RETURNED on 5/21/87	
RECEIVED FROM: Cook, Howard, Deane & Tracy, 210 Allegheny Ave., Towson, Md. 21204	
FOR: ADVERTISING & POSTING COSTS RE CASE #87-437-SPH	
VALIDATION OR SIGNATURE OF CASHIER	

CERTIFICATE OF PUBLICATION

TOWSON, MD., April 23, 1987

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 23, 1987

THE JEFFERSONIAN,

Susan Shuster Obrecht

Publisher

LEGAL NOTICE
PETITION FOR SPECIAL HEARING AND VARIANCE
1st Election District - 2nd Councilmanic District
Case No. 87-437-SPH
LOCATION: West Side Woodlawn Drive, approximately 1,400 feet North of the Centerline of Security Boulevard (1724 Woodlawn Drive)
DATE AND TIME: Monday, May 11, 1987 at 2:00 p.m.
PUBLIC HEARING: Room 301, 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 use of one shopping center identification sign for an integral retail shopping development
Petition for Zoning Variance to permit a second identification sign of 469.66 square feet, including both sides, in lieu of the permitted 300 square feet, opposite residentially zoned premises in lieu of the required commercially zoned premises
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.

PUBLICATION

, Md., April 22, 1987

ated advertisement
AR, 2 weekly
Baltimore
1th day of

May 1987
the first publication appearing on the
22nd day of April, 1987
the second publication appearing on the
day of 1987
the third publication appearing on the
day of 1987

THE NORTHWEST STAR

Phyllis Cole Friedman
and/or

Cost of Advertisement \$28.80

John B. Howard, Esquire
210 Allegheny Avenue
Towson, Maryland 21204

April 6, 1987

NOTICE OF HEARING

RE: PETITIONS FOR SPECIAL HEARING AND VARIANCE
W/S Woodlawn Dr., approx. 1,400' N of the c/l of Security Blvd. (1724 Woodlawn Dr.)
1st Election District - 2nd Councilmanic District
Meadows Association Ltd. Partnership - Petitioner
Case No. 87-437-SPH

TIME: 2:00 p.m.
DATE: Monday, May 11, 1987
PLACE: Room 301, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland

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

No. 30537

County

DATE: 2/3/87	ACCOUNT: 01-615-000
AMOUNT: \$ 200.00	
RECEIVED FROM: Cook, H.D.T.	
FOR: SPH + Van # 320	
VALIDATION OR SIGNATURE OF CASHIER	

Mr. Bert Sommer
Triangle Sign & Service
3343 Washington Boulevard
Baltimore, Maryland 21227
Nancy E. Paige, Esquire
Gordon, Feinblatt, Rothman,
Hoffberger & Hollander
Garrett Building, 233 E.
Redwood St.
Baltimore, Maryland 21202

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Arnold Jablon
TO: Zoning Commission Date: April 10, 1987

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

SUBJECT: Zoning Petition No. 87-437-SPHA

This office believes that the permitted number and size of signs set forth in the Baltimore County Zoning Regulations are more than ample. Consequently, this office is opposed to the granting of this request.

NEG:JGH:sib

Norman E. Gerber, AICP
Director

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

May 5, 1987

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

MEMBERS

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

John B. Howard, Esquire
210 Allegheny Avenue
Towson, Maryland 21204

RE: Item No. 320 - Case No. 87-437-SPHA
Petitioner: Meadows Associated
Limited Partnership
Petitions for Zoning Variance and
Special Hearing

Dear Mr. Howard:

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 Planning Commission 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, Jr.
Chairman
Zoning Plans Advisory Committee

JED:kbb

Enclosures

cc: Kilde Consultants, Inc.
1020 Cromwell Bridge Road
Towson, Maryland 21204



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

STEPHEN E. COLLINS
DIRECTOR

March 19, 1987

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

Dear Mr. Jablon:

The Department of Traffic Engineering has no comments for items number 306, 317, 319, 319, 320, 321, 323, 324, 325, and 326.

Very truly yours,

Michael S. Flanagan
Traffic Engineer Associate II

MSF:1t



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

PAUL H. REINCKE
CHIEF

February 18, 1987

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

RE: Property Owners: Meadows Associates LTD., Partnership
Location: W/S Woodlawn Dr., 1400 ft. north of centerline
Item No.: 320 Zoning Agenda: Meeting of 2/17/87

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
Special Inspection Division

/mb



BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204

TED ZALESKI, JR.
DIRECTOR

February 12, 1987

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

Dear Mr. Jablon:

Comments on Item # 320 Zoning Advisory Committee Meeting are as follows:

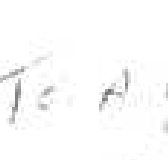
Property Owners: Meadows Associates Limited, Partnership
Location: W/S Woodlawn Drive, 1400 feet north of centerline of Security Blvd.
District: 1st

APPLICABLE CODES 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 (H.C.H.A.G.) #17-1-1980 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/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. Stamped seals are not acceptable.
5. All Use Groups 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-1 Use Groups require a one hour wall if closer than 6'-0" to an interior lot line. Any wall built on an interior lot line shall require a fire of party wall. See Table 401, Section 100.2 and Table 100.2. 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 401 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 Use _____ to Use _____ of the Mixed Use.
9. The proposed project appears to be located in a Flood Plain, Flood/Riverine. Please see the attached copy of Section 516 of the Building Code as adopted by Bill #17-85. Site plans shall show the correct elevations above sea level for the lot and the finished floor levels including basement.
10. Comments: All signs shall comply with Article 19 and its amendments in Council Bill #17-85.
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 102 of the County Office Building at 111 W. Chesapeake Avenue, Towson, Maryland 21204.

BTS: C. E. Burman, Jr.
Building Plans Review

4/27/85



BALTIMORE COUNTY
DEPARTMENT OF PERMITS & LICENSES
TOWSON, MARYLAND 21204

LAW OFFICES
COOK, HOWARD, DOWNES & TRACY
210 ALLEGHENY AVENUE
P.O. BOX 5517
TOWSON, MARYLAND 21204

HAND DELIVERY

March 26, 1987

Ms. Betty Debois
Office of Zoning
County Office Building
1st Floor
Towson, Maryland 21204

Re: Case No.: 87-437-SPHA

Dear Betty:

As you requested, I am writing to confirm a request for postponement of the above referenced case from Friday, May 8th, at 10:30 a.m. to Monday, May 11th at 2:00 p.m.

The reason for the request is that counsel for Petitioner, John B. Howard, will be out of town on May 7th and May 8th and will not be available to present the case.

Thank you for your assistance in this matter.

Yours truly,

Robert A. Hoffman

RAH:lw

cc: John B. Howard, Esquire



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

ARNOLD JABLON
ZONING COMMISSIONER

JEAN M. H. JUNG
DEPUTY ZONING COMMISSIONER

March 24, 1987

Mr. Stephen A. Blake
Senior Vice President
Webster Clothes, Inc.
1800 Woodlawn Drive
Baltimore, Maryland 21207

RE: 1724 Woodlawn Drive
Case No. C-87-407

Dear Mr. Blake:

I am in receipt of a copy of your letter, dated March 18, 1987, to the County Executive.

I am chagrined that you elected to make your comments without possessing the facts, and also wish that you had contacted your attorney, Mr. Klein, who had made the original complaint on your behalf on September 17, 1986. Certainly, Mr. Klein, who has extensive experience with this office and is knowledgeable about the zoning laws of Baltimore County, could have resolved your concerns or at the very least answered your questions.

First, after receiving Mr. Klein's letter, the zoning inspector visited the site on September 24, 1986. I also visited the site. In fact, a permit had been issued based on a plan presented to the County which showed one shopping center identification sign, for which the Baltimore County Zoning Regulations (BCZR) permits to be 150 square feet per side. After reviewing Mr. Klein's letter and the permit, and even before we inspected the site, on September 23, 1986, we notified the Department of Permits and Licenses that the sign permit should be revoked. It was apparent from the photographs attached to Mr. Klein's letter that the sign was in excess of the permitted 150 square feet. The BCZR permits a shopping center identification sign to be 150 square feet counting one side only. The property owner maintains that the sign is actually two signs - a shopping center identification sign (150 square feet) and a business sign (the BCZR permits a business sign to be 100 square feet).

However, it has been my decision to compute the 100 square feet for business signs by counting both sides, thereby permitting 50 square feet maximum per side. The County Board of Appeals, however, disagrees and has overruled me by determining that the 100 square foot restriction is computed by counting only one side of the sign. At the present time, this is on appeal to the Court of Special

Mr. Stephen A. Blake
March 24, 1987
Page Two

Appeals of Maryland. This is important for if the Court of Special Appeals upholds the Board of Appeals, this sign, or signs, adjacent to your property will be permitted as of right if the property owner is correct in his interpretation that two signs exist.

On September 24, 1986, after visiting the site, this office notified the attorney for the property owner that we would treat the sign as but one - a shopping center identification sign. We directed the sign to be reduced by 78 square feet.

Naturally, this resulted in much discussion with the attorney for the property owner, who maintained that we were wrong on two counts - that it was in fact two signs and that the Board of Appeals counts only one side when computing the 100 square foot restriction. On October 10, 1986, the attorney notified the inspector of his intention to file a Petition for Special Hearing to clarify the type of sign which exists, and in the alternative, he would also file a Petition for Variance to permit the larger shopping center identification sign if I would find that the existing sign was one and not two separate signs. On October 21, 1986, we responded by directing counsel to file his petitions within 30 days. In the middle of November, the petitions were in fact filed, but errors were found in the site plans attached and they had to be redone. The petitions were refiled on February 3, 1987, and a hearing has been scheduled for May 8, 1987. Notification of the hearing has been sent to your attorney and to Webster Clothes.

There is no question in my opinion that the property owner and counsel have proceeded in good faith to protect the property owner's due process and in no way have either failed to react to this office's requirements.

I must at this stage point out that within a few weeks of our initial notification to counsel, at our direction, portions of the sign were blacked out and no displays of any type or kind have appeared. Mr. Klein could have, if asked, pointed out to you that the BCZR defines a sign to be not only the structure but the display as well. See Definitions, Section 101, Page 16, BCZR. A sign is not the structure - it must include the display. A structure could be erected and if no display thereon is shown, then it would not be a sign. Whether one agrees or disagrees with this anomaly, the law as written requires both.

I hope that my response answers your questions. Certainly, at the public hearing in May you can appear and object to the Petitioner's request. I might also point out that no matter how I should rule, either side, if in disagreement, has the right of appeal to the Board of Appeals.

Sincerely,

Arnold Jablon
ARNOLD JABLON
Zoning Commissioner

AJ:ehh
cc: The Honorable Dennis F. Rasmussen

37-1945
3/2/87
WEBSTER
EXECUTIVE OFFICES
WEBSTER CLOTHES, INC.
1800 WOODLAWN DRIVE
BALTIMORE, MARYLAND 21207
(301) 944-8811

March 18, 1987

The Honorable Dennis F. Rasmussen
Baltimore County Executive
400 Washington Avenue
Old Court House Mezzanine
Towson, Maryland 21204

Re: PACE PLAZA WAREHOUSE SIGNS

Dear Mr. Rasmussen:

I am the Senior Vice President for Webster Clothes, Inc., a publicly traded corporation with its corporate offices located at Woodlawn Drive in Baltimore County, Maryland. As you may know, Webster Clothes, Inc. owns and operates numerous Webster Men's Wear stores throughout the United States. The corporation also employs over 200 persons in Baltimore County.

The property adjacent to our corporate offices is owned by Pace Plaza Shopping Center. Pace Plaza recently erected a large, freestanding sign which blocks the public sidewalk. In addition to the sign, Pace has constructed a temporary sign adjacent to the large permanent sign, and until recently has further had a temporary portable sign advertising one of its tenants. According to the Zoning Commissioner for Baltimore County, all of these signs are in violation of the Baltimore County Zoning Regulations, and cannot remain in place without appropriate variances. The County's Zoning Inspector recently cited the Pace Plaza developers with numerous zoning violations for these signs.

For some reason unknown to us, and notwithstanding these outstanding violations, Pace Plaza has not been compelled to remove these signs. We recently contacted the Zoning Commissioner through our counsel to confirm whether the Pace Plaza would be required to seek variances in order to leave the signs in place. The Office of the Zoning Commissioner confirmed that variances would be required, and that counsel for Pace Plaza was presently preparing Petitions for Variance. The Zoning Commissioner's Office further confirmed that we would be notified of the time and place for the hearing, because we had brought the violations to the attention of the County.

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ZONING OFFICE

The Honorable Dennis F. Rasmussen
Page Two
March 19, 1987

Notwithstanding that these violations were brought to the attention of the County over four months ago, we still have not received any notice of the time and place for the appropriate hearing. Furthermore, our counsel recently contacted the Zoning Enforcement Office, and was informed that the Pace Plaza had not yet even filed their Petitions for the appropriate variances.

We do not understand why the County is indulging the Pace Plaza's delaying tactics. When the signs were in the process of being constructed last summer, we contact representatives for Pace and requested information about the scope of their proposed signage.

They refused to give us any information about their signage, and ultimately erected signs which severely impair our visibility to and from our corporate offices. The Pace Plaza developers either knew, or should have known, that the signs were in violation of the County's Zoning Regulations. Furthermore, their actions clearly indicate that they were aware of the signs' negative impact on our property and were not interested in being a "good neighbor".

We would appreciate it if you would have someone look into this matter and determine why the Office of Zoning Enforcement has not taken any action since citing of Pace Plaza with violation notices. We would further appreciate it if you would have someone look into why the County appears to be indulging the delay in filing the Petition by Pace's counsel. We are extremely anxious to have this matter heard by the Zoning Commissioner, and request only that this matter be processed timely and efficiently by the appropriate authorities. Any attention you can give to this matter is greatly appreciated.

Best wishes,

Respectfully,

Stephen A. Blake
Stephen A. Blake
Senior Vice President

cc Mr. Arnold Jablon, Zoning Commissioner for Baltimore County
Malcolm F. Spicer, Jr., Esquire, County Attorney
Phyllis Cole Friedman, Esquire, People's Counsel

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: James Dyer
Zoning Supervisor
FROM: James Thompson
Zoning Enforcement Coordinator
SUBJECT: Item No. 320 (If known)
Petitioner: Meadows (If known)

Date: 2/5/87

VIOLATION CASE # C-87-407

LOCATION OF VIOLATION 1724 WOODLAWN DRIVE

DEFENDANT Meadows Assoc. L.T.D. Partnership 908 YORK ROAD
Towson, MD 21204

Please be advised that the aforementioned petition is the subject of an active violation case. When the petition is scheduled for a public hearing, please notify the following persons:

NAME	ADDRESS
① Webster Clothes, Inc.	1800 Woodlawn Drive Baltimore, Md. 21207
② Howard S. Klein, esq.	c/o Frank Bernstein, Conway & Goldmann 300 East Lombard Street Baltimore, Md. 21202
③ Bert Sommer	c/o Triangle Sign & Service 334 Washington Blvd. Baltimore, Md. 21227
④ Nancy E. Paige, esq.	c/o GORDON FEINBLATT, ROTHMAN, HOFFBERGER & CURELL Bldg., 233 E. 4th Avenue Baltimore, Md. 21202 HOLLANDER

After the public hearing is held, please send a copy of the Zoning Commissioner's Order to the Zoning Enforcement Coordinator, so that the appropriate action may be taken relative to the violation case.

THE TRAFFIC GROUP, INC.

Suite 220, Greenspring Station
2360 W. Joppa Road
Lutherville, Maryland 21093
Telephone 301-583-8405

MICKEY A. CORNELIUS

Mickey Cornelius has over five years experience in the Highway Transportation and Traffic Engineering profession. He has served as a consulting traffic engineer for more than three years. His experience in both the public and private sectors has provided Mr. Cornelius with a broad range of knowledge.

Mr. Cornelius has conducted numerous Traffic Impact Studies throughout the Baltimore-Washington Metropolitan area, from small residential subdivisions to multi-million square foot, mixed use developments. He has served as a Transportation Planner for the development of Master Plans for both private firms and government agencies. Traffic signal warrant studies, traffic signal design, and traffic control plans are examples of the types of projects Mr. Cornelius has undertaken while practicing as a consulting traffic engineer.

Mr. Cornelius' educational background and subsequent responsibilities has qualified him as an expert in the field of traffic engineering.

JOB HISTORY

1984 to Present-
Traffic Engineering Consultant
1982 - 1984-
Civil Engineer, Highway Construction
S. J. Groves and Son Co.

EDUCATIONAL BACKGROUND

B.S. in Civil Engineering with
emphasis in Transportation -
The Pennsylvania State
University

Traffic Engineering Courses:
Northwestern University
Traffic Institute
Polytechnic Institute of
New York

AFFILIATIONS/PROFESSIONAL LICENSES

Institute of Transportation Engineers (I.T.E.)
Registered Engineer-In-Training (E.I.T.)

PLACES WHERE MR. CORNELIUS HAS QUALIFIED AS AN EXPERT WITNESS:

Board of Appeals, Montgomery County
Zoning Hearing Examiner, Montgomery County
Planning Board, Montgomery County

THIS DEED, made this 29th day of July, 1985, by and between MEADOWS WAREHOUSE CORP., a Maryland corporation, and PACE MEMBERSHIP WAREHOUSE, INC., a Colorado corporation, parties of the first part, and MEADOWS ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, party of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars (\$5.00, and the other good and valuable considerations, the receipt of which is hereby acknowledged, the actual consideration paid or to be paid is \$455,797.90 the said parties of the first part, do grant and convey to the said party of the second part, its successors and assigns, in fee simple, all that lot of ground situate in Baltimore County, State of Maryland, and described as follows, that is to say:

6.0799 acre parcel, Lot No. 2 "Meadows Industrial Park" southwest side of Woodlawn Drive, southeast of Whitehead Road, Baltimore County, Maryland

FOR LEGAL DESCRIPTION SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

BEING KNOWN AND DESIGNATED as Lot No. 2 on a Plat entitled, "Plat of Resubdivision of Part of Parcel F, Meadows Industrial Park" recorded among the Land Records of Baltimore County in Plat Book E.H.K.Jr. no. 53 folio 61.

BEING a part of the parcel of land set forth in a Deed dated December 1, 1964, and recorded among the Land Records of Baltimore County in Liber No. 4397 folio 347 by and between Garden Construction Corporation and Hochschild Kohn & Co., Incorporated, merged into and became known as Supermarkets General Corporation in July --, 1973.

SEE Deed with Reservation of Leasehold Estate dated as of January 27, 1967, between Hochschild Kohn & Co., Incorporated (predecessor in interest to Supermarkets General Corporation and Meadows Warehouse Corp. and recorded among the Land Records of Baltimore County in Liber No. 4722 folio 25 as Amended by Lease

Amendment between Hochschild Kohn & Co., Incorporated and Meadows Warehouse Corp., dated December 23, 1980, and recorded among the Land Records of Baltimore County in Liber No. 6294 folio 246.

BEING ALSO a part of the parcel of land set forth in an Assignment and Assumption Agreement dated January 23, 1985, and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 6858 folio 337 by and between Supermarkets General Corporation, a Delaware corporation, and PACE Membership Warehouse, Inc., a Colorado corporation.

TOGETHER with the buildings thereupon and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, including the reversion thereto and particularly the aforesaid annual rent, issuing and payable out of said lot of ground as aforesaid.

TO HAVE AND TO HOLD the said described lot of ground and premises to the said party of the second part, its successors and assigns, in fee simple; to the end and intent that said annual leasehold and the reversion thereto may be forever merged and extinguished, the Grantor herein being the owners of the leasehold and reversion interests in said lot and property.

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.

EXCEPT the party of the first part hereby reserves unto itself, its successors and assigns forever, an irrevocable and perpetual 20 foot easement across the lot of ground described on Schedule A attached hereto for the installation, operation, maintenance, repair and replacement of such utilities as may be deemed desirable by the party of the first part, together with unrestricted rights of ingress thereto and egress therefrom which easement is more particularly described on Schedule B attached hereto and made a part hereof.

WITNESS the names and corporate seals of said body corporations and the signatures of Henry Haimsohn, President of Meadows Warehouse Corp. and Henry Haimsohn, President of Pace Membership Warehouse, Inc.

ATTEST:

[Signature]
Richard Smeltz, Secretary

MEADOWS WAREHOUSE CORP.,
a Maryland corporation

By: [Signature]
Henry Haimsohn, President

PACE MEMBERSHIP WAREHOUSE,
INC., a Colorado corporation

By: [Signature]
Henry Haimsohn, President

STATE OF COLORADO)
County of Adams) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged and signed before me this 29th day of July, 1985, by HENRY HAIMSOHN as President of Meadows Warehouse Corp., a Maryland corporation on behalf of the corporation.

Witness my hand and official seal.

My Commission expires:
June 22, 1989

[Signature]
Notary Public

STATE OF COLORADO)
County of Adams) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged and signed before me this 29th day of July, 1985, by HENRY HAIMSOHN as President of Pace Membership Warehouse, Inc., a Colorado corporation on behalf of the corporation.

Witness my hand and official seal.

My Commission expires:
June 22, 1989

[Signature]
Notary Public

SCHEDULE "A"

Description

6.0799 ACRE PARCEL, LOT 2 "MEADOWS INDUSTRIAL PARK",
SOUTHWEST SIDE OF WOODLAWN DRIVE, SOUTHEAST OF
WHITEHEAD ROAD, BALTIMORE COUNTY, MARYLAND

Beginning on the southwest side of Woodlawn Drive at the beginning of the S 25°29'34" E 725.99 foot line of "Parcel F" as shown on the plat titled "Resubdivision of Part of Parcel F, Meadows Industrial Park", dated December 9, 1980 and recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 47, Folio 59, said beginning point also being at the northeast corner of Lot 2 as shown on the plat titled "Plat of Resubdivision of Part of Parcel F Meadows Industrial Park" dated June 24, 1985 and recorded or intended to be recorded among said Land Records, running thence binding on the southwest side of Woodlawn Drive as shown on said plat, (1) S 25°29'34" E 20.00 feet, thence binding on the outlines of said Lot 2, twelve courses: (2) S 64°30'26" W 370.00 feet, (3) N 25°29'34" W 724.09 feet, (4) S 58°51'02" W 399.48 feet, (5) S 31°08'58" E 181.50 feet, (6) S 58°51'02" W 177.00 feet, (7) N 31°08'58" W 583.29 feet, (8) N 56°17'20" E 152.00 feet, (9) S 33°42'40" E 46.87 feet, (10) N 60°34'02" E 211.40 feet, (11) N 67°34'48" E 265.62 feet, (12) S 25°29'34" E 522.73 feet, and (13) N 64°30'26" E 350.00 feet to the place of beginning.

Containing 6.0799 acres of land.

SCHEDULE "B"

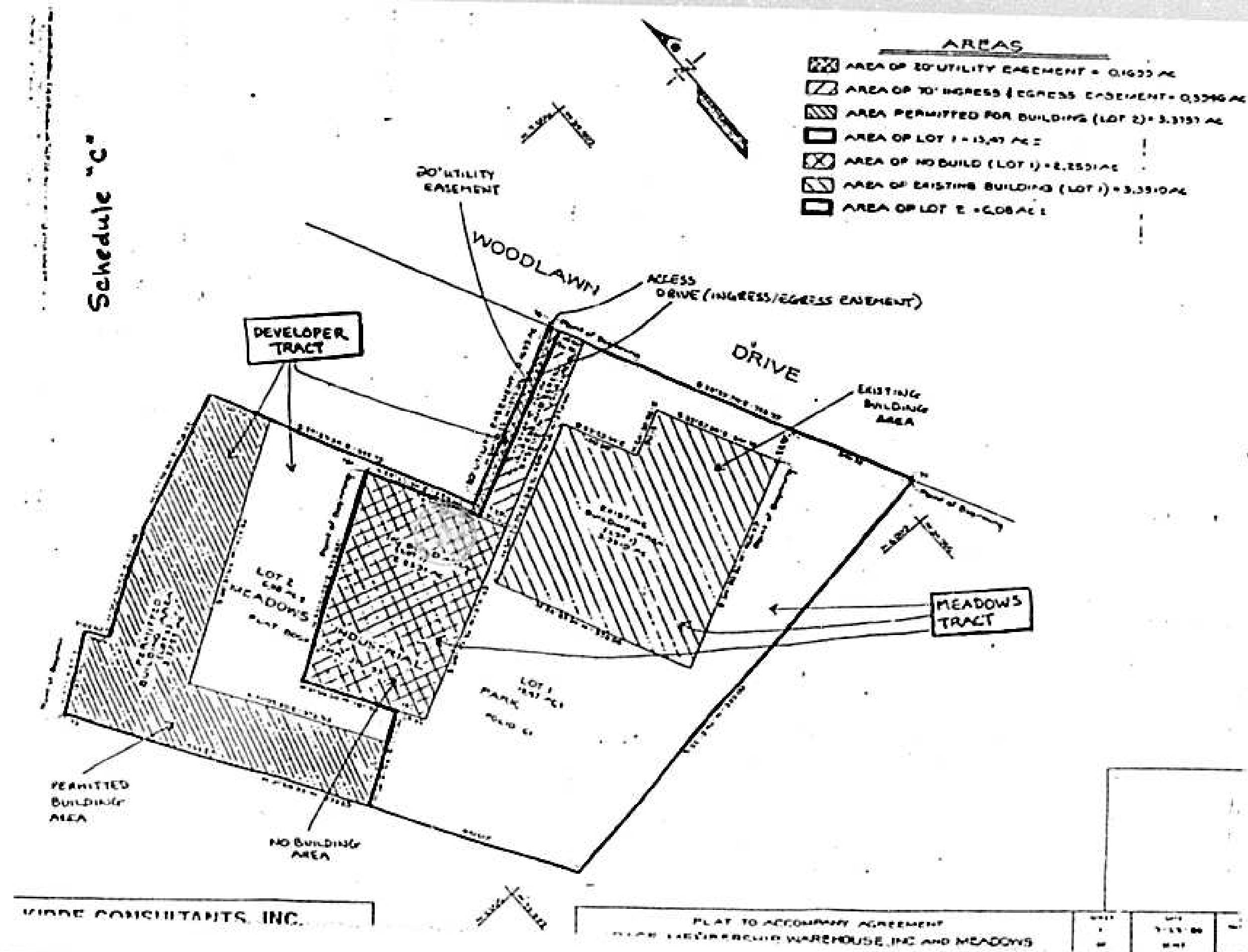
Description

20 FOOT UTILITY EASEMENT, "MEADOWS INDUSTRIAL PARK",
WOODLAWN DRIVE BALTIMORE COUNTY, MARYLAND

BEGINNING on the southwest side of Woodlawn Drive at the point designated "76" as shown on the "Plat of Resubdivision of Part of Parcel F, Meadows Industrial Park", recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 53, folio 61, running thence binding on the southwest side of said Woodlawn Drive (1) South 25 degrees 29 minutes 34 seconds East 20.00 feet, thence (2) South 64 degrees 30 minutes 26 seconds West 370.00 feet to the northeast outline of the 2.2591 acre parcel to be designated as a no building area* at a point distant North 25 degrees 29 minutes 34 seconds West 50.00 feet from the easternmost corner of said 2.2591 acre parcel, thence binding on a part of the northeast outline of said 2.2591 acre parcel (3) North 25 degrees 29 minutes 34 seconds West 20.00 feet, thence to and along the North 64 degrees 30 minutes 26 seconds East 350.00 foot line as shown on said plat* (4) North 64 degrees 30 minutes 26 seconds East 370.00 feet to the place of beginning.

CONTAINING 0.1699 of an acre of land.

* See Schedule "C" attached hereto and made a part hereof.



I HEREBY CERTIFY THIS TO BE A
TRUE & CORRECT COPY OF THE
ORIGINAL DOCUMENT.
BY: ATLANTIC COMPANY

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RECIPROCAL EASEMENT AGREEMENT

between

MEADOWS WAREHOUSE, CORP.,
a Maryland corporation

and

MEADOWS ASSOCIATES LIMITED PARTNERSHIP,
a Maryland limited partnership

Dated _____, 1985

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EXHIBIT A - Legal Description of Developer Tract
EXHIBIT B - Site Plan
EXHIBIT C - Legal Description of Meadows Tract
EXHIBIT D - Legal Description of Existing Building Area and
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EXHIBIT E - Legal Description of No Building Area
EXHIBIT F - Legal Description of Access Drive (Ingress/
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RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 1985, between MEADOWS WAREHOUSE, CORP., a Maryland corporation ("Meadows"), and MEADOWS ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership ("Developer"), upon the following terms and conditions:

INTRODUCTION

A. Developer owns certain real property described in Exhibit "A" attached hereto and incorporated herein ("Developer Tract") and identified as such on Exhibit "B" (the "Site Plan") attached hereto and incorporated herein.

B. Meadows owns certain real property described on Exhibit "C" attached hereto and incorporated herein ("Meadows Tract") and identified as such on Exhibit B. The Developer Tract and the Meadows Tract may be referred to hereinafter as the "Shopping Center."

C. The Parties intend to develop and operate their respective Tracts in conjunction with each other as integral parts of the Shopping Center or other project, and in order to effectuate the common use and operation thereof, the Parties desire to enter into certain covenants and agreements as a part of a general plan, and to grant to each other certain reciprocal easements in, to, over and across their respective Tracts.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the understanding of the Parties hereto, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1. Common Area. All areas within the exterior boundaries of the Shopping Center, exclusive of any area covered by buildings.

1.2. Floor Area. The total number of square feet of floor space in a building available for the exclusive use of an Occupant (as defined in paragraph 1.3 hereof), whether or not actually occupied, not including any mezzanine and basement. Floor Area shall be measured from the exterior facade or exterior line

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of the exterior walls and the center line of party or interior common walls.

Each Party shall direct its architect to make a determination of the total Floor Area of any building on such Party's Tract within 120 days of the date of completion of such building. Within a reasonable time thereafter, such Party shall certify to the other Party the Floor Area applicable to such building.

Notwithstanding anything to the contrary contained in this Agreement, during any period of damage, destruction, razing, rebuilding, repairing, replacement, or reconstruction to any building in the Shopping Center, the Floor Area of that building shall be deemed to be the same as the Floor Area of that building immediately prior to that period. Upon completion of the rebuilding, repairing, replacement or reconstruction of that building, the Party owning the same at its sole cost, shall cause to be made a new determination of Floor Area for that building as provided above, and such determination shall be sent to any Party requesting same.

No Floor Area shall be constructed on any portion of the Shopping Center other than as is shown on Exhibit B hereof as the "Existing Building Area" and the "Permitted Building Area," except: (A) Meadows may construct buildings on any portion of its Tract except the "No Building Area" shown on the Site Plan, so long as: (i) no such building blocks access to, obstructs, or segregates any parking area of the Common Area from the remainder of the parking areas of Common Area, and (ii) the Tract contains no less than five parking spaces per 1,000 square feet of Floor Area on the Meadows Tract; and except (B) the buildings on the Developer Tract shall not be moved farther from the boundary of the Developer Tract than as is currently shown on the Site Plan, unless the County requires the same, or unless Developer provides for substitution on the Developer Tract of substantially the same number of parking spaces which are lost by moving the building in the aforesaid manner. The Existing Building Area and the Permitted Building Area are described on Exhibit D and the No Building Area is described on Exhibit E, both of which are attached hereto and incorporated herein.

1.3. Occupant. Any Person (defined in paragraph 1.5 hereinafter) from time to time entitled to the use and occupancy of any portion of Floor Area in the Shopping Center under this Agreement, or under any lease, license or concession agreement, or other similar agreement.

1.4. Party.

(A) Developer and Meadows, their grantees, successors, and assigns who become owners of any portion of the Shopping Center. At such time as any Person becomes an owner of any portion of the Shopping Center, he shall be deemed to be a Party to

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this Agreement and shall be conclusively presumed to have taken subject to and assumed all of the obligations and burdens set forth in this Agreement and to have automatically granted and conveyed all easements described in this Agreement to all other Parties, their successors and assigns, immediately upon such Party's acceptance of delivery of a deed granting and conveying any portion of the Shopping Center, to such Party. The presumption that all Parties have granted and conveyed all reciprocal easements and appurtenances and taken subject to and assumed all of the obligations and burdens created by this Agreement or by any subsequently recorded documents more particularly describing any such easements and appurtenances shall be as conclusive as if such Party had subscribed to this Agreement and any amendments to it, and executed written easement agreements granting all easements created by this Agreement immediately upon such Party's receipt of a deed conveying any portion of an interest in the Shopping Center to such Party.

(B) Each Party now or hereafter owning any portion of the Shopping Center shall be liable for performance of all covenants, obligations and undertakings herein set forth with respect to such portion owned, which accrue during the period of such ownership, but such liability shall terminate as to any part conveyed upon conveyance by such Party of its ownership interest in such land provided that:

(i) The transferring Party shall not be in default in the performance of any provision of this Agreement, and all amounts which may be due and owing under this Agreement shall have been paid by that Party as required under this Agreement; and

(ii) The transferring Party shall have given notice to the other Party of the sale, transfer, conveyance or assignment, and shall have delivered with such notice a written assumption statement executed by the transferee in which:

(a) the name and address of the transferee shall be disclosed;

(b) the legal description of the portion of the Shopping Center acquired shall be clearly stated; and

(c) the transferee shall acknowledge that it is bound by this Agreement and shall agree to perform all obligations imposed under this Agreement with respect to the portion of the Shopping Center acquired.

Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien placed

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upon the transferred portion of the Shopping Center prior to receipt of the notice and statement.

1.5. Person. Individuals, partnerships, firms, associations, corporations, trusts, or any other form of business or government entity.

1.6. Permittee. All Occupants and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, subtenants and concessionaires.

ARTICLE II

EASEMENTS

2.1. Common Area.

(A) Each Party hereby grants and conveys to each other Party for its use and for the use of its Permittees, in common with others entitled to use the same, a non-exclusive easement for the passage and parking of vehicles and for the passage and accommodation of pedestrians over and across the Common Areas of the grantor's Tract as may from time to time be constructed and maintained for such uses. No fence or other barrier which would in any way prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the Common Area, nor shall any fence or other barrier (except a sign on the roof of a building built on the Meadows Tract) be erected or permitted which would unreasonably restrict visibility of any Party's improvements from public streets or thoroughfares adjoining the Shopping Center or from the points at which access to the Shopping Center is gained from such streets; provided, however, the foregoing provision shall not prohibit barricades erected and reasonably necessary in connection with the construction, reconstruction or repair and maintenance of improvements (all such work to be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Common Area, and such work shall be diligently prosecuted to completion) or the erection or construction of limited curbing, fencing of Service Areas for security purposes, and other forms of traffic controls within the Shopping Center, so long as no parking area, except for secured Service Areas, are separated from any adjacent parking area, other than as shown on the Site Plan. Deck or multi-story parking facilities shall be allowed only within areas otherwise reserved for buildings. It is, however, understood and agreed that the fact that a portion of the Shopping Center may at one time be paved and used as Common Area shall not prohibit subsequent construction of a building on such area, provided that each such building is situated in an area where a building is permitted in accordance with the provisions of paragraphs 3.1(A) and 1.2 and that all governmental parking requirements and the requirements

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of paragraph 3.1(C) for the Tract involved and the Shopping Center are also complied with.

(B) Each Party further reserves the right to temporarily close off its portion of the Common Area for such reasonable period of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Party shall give written notice to the other Party of its intention to do so, and shall coordinate such closing with the other Party so that no unreasonable interference in the operation of the Shopping Center shall occur.

(C) No Permittee shall be charged for the right to use the Common Area located on the Shopping Center, unless the Parties approve such action. Each Party shall use its best efforts to cause the Occupants of its Tract, and the employees of such Occupants to park their cars only in areas specifically designated for such parking by mutual agreement of the Parties.

(D) No merchandise and/or services shall be displayed, sold, leased, stored or offered for sale or lease within the Common Area, except for reasonable occasional promotions, including "truckload sales," if located on such Party's Tract. The foregoing provision shall not prohibit the installation of minor convenience facilities such as mailboxes, public telephones, benches, or public transportation shelters, as each Party may from time to time deem appropriate to construct or permit to be constructed on their respective Tract. The foregoing provision shall further not prohibit the parking of delivery vehicles (including trailers) within the "Service Areas" designated on the Site Plan.

2.2. Utilities.

(A) With respect to utility lines or systems, each Party hereby grants and conveys to each other Party a non-exclusive perpetual easement in, to, over, under and across the Common Area (exclusive of any portion located within a permitted building area) located on the grantor's Tract for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sanitary sewers, storm sewers and drains, water and gas mains, electrical power lines, telephone lines and other utility lines to serve the Tract of the grantee. All of such utility lines or systems shall be underground, except as may be necessary during periods of repair or temporary service. Any Party installing utilities pursuant to the provisions of this subparagraph shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith to be completed, including general clean-up and surface restoration, as quickly as possible. If any of the Parties elect to install common utility lines or systems, all costs and expenses with

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respect to the initial installation thereof shall be set forth in a separate agreement between the cooperating Parties.

(B) Each Party hereby grants and conveys to each other a non-exclusive perpetual easement to connect its utility lines or systems to the grantor's utility lines or systems, provided that such connections shall be in compliance with applicable governmental codes, rules and regulations at the expense of the grantee and performed only after 30 days' notice of the grantee's intention to so connect shall be given to the grantor, and such connections:

- (i) Shall not interfere with or diminish the utility services to the grantor;
- (ii) Shall not reduce or unreasonably impair the usefulness or function of such utility; and
- (iii) Shall be performed without cost or expense to grantor and the materials and design standards used in connection with such relocation shall be equal to or exceed those originally used.

(C) The location or relocation, if any, of all easements of the character described in paragraph (A) above shall be subject to the prior written approval (not to be unreasonably withheld) of the Party whose portion of the Shopping Center is to be burdened thereby.

Upon completion of construction of such utility facilities the Parties shall join in the execution of an easement agreement appropriately identifying the type and location of the facilities, and shall incorporate the relocation rights and maintenance obligations set forth in this Agreement, which shall be applicable subsequent to the termination of this Agreement. The grantee shall cause the easement agreement to be prepared and recorded and recording fees and costs of preparation shall be paid by such grantee.

At any time the grantor of any of the utility easements granted pursuant to subparagraph (A) above shall have the right to relocate on the land of the grantor any such facilities then located thereon, provided that such relocation shall be performed only after 30 days' notice of the grantor's intention to so relocate shall be given to the grantee, and such relocations:

- (i) Shall not interfere with or diminish the utility services to the grantee;
- (ii) Shall not reduce or unreasonably impair the usefulness or function of such utility; and

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(iii) Shall be performed without cost or expense to grantee and the materials and design standards used in connection with such relocation shall be equal to or exceed those originally used.

Documentation of the relocated easement area shall be accomplished and recorded as soon as possible by the grantor at its expense.

2.3. Construction.

Each Party grants and conveys to each other Party and to its respective contractors, materialmen and workmen, such temporary licenses over and across the Common Area located upon the grantor's Tract, for construction and maintenance as shall be reasonably necessary to construct and maintain the improvements and buildings contemplated for the Shopping Center; provided, however, such license shall be in effect only during periods actual construction or maintenance is performed, and provided further that such license shall be exercised so as not to unreasonably interfere with the use and operation of the affected Common Area and at such times and in such manner as not to unreasonably interfere with use of the Shopping Center by customers thereof. Meadows recognizes the fact that Developer's construction will most likely occur after Meadows or its assigns have completed its construction. It being understood that the Common Area of the granting Party may be utilized by vehicles transporting construction materials and equipment and persons employed in connection with any work provided for herein, but that temporary storage of materials and vehicles being utilized in connection with such construction may only occur on the constructing Party's Tract and in locations thereon which are least visible to the General Public. Prior to exercising any right under the temporary construction license, the Party wishing to cause such work to be performed shall provide the Party whose Common Area is affected thereby with a copy of a certificate of insurance showing that its contractor has obtained the minimum insurance coverage set forth below. All such insurance shall provide that the same cannot be cancelled without 30 days' prior written notice to the Party of the affected Common Area:

- (i) Worker's Compensation, statutory limits;
- (ii) Comprehensive General and Comprehensive Auto Liability covering the following matters:
 - (a) Bodily Injury: \$3,000,000 per occurrence;
 - (b) Property Damage: \$3,000,000 per occurrence;

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(c) Independent Contractors Contingent; Liability or Owner's Protective Liability; same coverage as set forth in (a) and (b) above;

- (d) "XCU" Hazard Endorsement, if applicable;
- (e) "Broad Form" Property Damage Endorsement;
- (f) "Personal Injury" Endorsement; and
- (g) Contractual Liability Insurance.

Any Party availing himself of such temporary license shall indemnify and hold harmless the Party of the affected Common Area from any liability (including the reasonable attorneys' fees and cost of suit of the indemnified Party) or obligation arising out of or related to the use of such license, except for claims caused by the negligence or willful act or omission of such indemnified Party, its licensees, concessionaires, agents, servants or employees, or the agents, servants, or employees of any licensees or concessionaire wherever the same may occur. In addition, such Party agrees to promptly pay all costs and expenses associated herewith, to diligently complete such work as quickly as possible, and to promptly clean the area and restore the affected portion of the Common Area to a condition which is equal to or better than the condition which existed prior to the beginning of such work.

ARTICLE III

CONSTRUCTION

3.1. General Requirements.

(A) Buildings shall only be located within the Shopping Center inside the building lines or building areas shown on the Site Plan. Each Party shall support any request by the other for a side-yard or set-back variance if the same is required in order to accommodate construction. Meadows recognizes the fact that Developer's construction will most likely occur after Meadows or its assigns has completed its construction.

(B) Each Party severally agrees to perform its respective work:

- (i) So as not to cause the other Party any reasonably avoidable increase in the cost of constructing the remainder of the Shopping Center or any part thereof;

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(ii) So as not to unreasonably interfere with any construction work being performed on the remainder of the Shopping Center, or any part thereof; and

(iii) So as not to unreasonably interfere with the use, occupancy or enjoyment of the remainder of the Shopping Center or any part thereof by the other Party or the Permittees of the other Party.

Each Party severally agrees to defend and hold each other harmless from all claims, including reasonable attorneys' fees and costs of suit, resulting from any accident, injury, loss or damage whatsoever occasioned to any Person or to the property of any Person as shall occur by reason of the performance of any such work by such Party in violation of the provisions hereof.

(C) Developer shall build no more than 56,450 square feet of Floor Area on the Developer Tract and there shall never be less than five parking spaces for every 1,000 square feet of Floor Area on the Developer Tract.

3.2. Common Area.

(A) Each Party shall cause the Common Area to be constructed on its Tract in accordance with the following general design standards, unless governmental specifications for such work establish higher standards:

(i) The lighting system shall be (a) provided by fixtures of such type as Meadows may utilize or if Developer desires a different type of lighting on its Tract, the quality thereof shall be a higher quality than the quality which Meadows may utilize; (b) designed to produce sufficient lighting to illuminate all points in any parking area; and (c) operated off separate control switches, each Party controlling only the lighting system located on its Tract;

(ii) The slope in the parking area shall be as required by Meadows, which slope shall not be in violation of county code;

(iii) All sidewalks shall be concrete or other material approved by the Parties; the paved portions of the parking area shall either be paved by installing at least six inches (6") of compacted aggregate stone base, and surfaced with at least two inches (2") of an asphaltic concrete or concrete wearing surface, or shall be paved in accordance with a paving recommendation obtained from a reputable engineering firm approved by Meadows. Notwithstanding the foregoing, those portions of the drives and parking area so designated on the Site Plan shall be paved using materials

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approved by the Parties that are designed to accommodate heavy vehicular traffic;

(iv) Utility lines and systems shall be placed underground at depths of not less than that designated by consultants approved by the Parties. Design and working drawings may be prepared by the utility company providing the service;

(v) Until the Common Area on a Tract is constructed, such area shall be planted to reduce dust and thereafter kept mowed, debris free and maintained so as to prevent erosion; and

(vi) The Common Area of the Developer Tract shall be constructed so as to appear integrated, aesthetically harmonious and as a continuation of the Common Area on the Meadows Tract; and all drive lanes and parking stalls shall be drawn in areas approved by Meadows so as to effect such integration.

(B) Common Area on a Tract need not be improved until a Party completes all Improvements on its Tract.

(C) The Party first commencing construction on its Tract shall have the right to construct on the other Party's Tract such improvements as may be necessary to complete any improvements on the commencing Party's Tract. Upon completion of the same, the non-commencing Party shall pay the cost of the improvements on its Tract within 15 days following receipt of invoice thereof.

3.3. Building Improvement.

(A) Until such time as a building or buildings occupy all of the permitted building area upon a Tract, the portion thereof not so improved shall be maintained by the owner thereof, at its sole cost and expense in a neat, clean and presentable condition as if the same were Common Area.

(B) Each Party agrees to provide to the other "as-built" surveys with respect to the location of constructed buildings.

ARTICLE IV

MAINTENANCE AND REPAIR

4.1. Utilities.

The grantee of any utility easement, which easement is solely for the benefit of said grantee, referred to in Article

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II, paragraph 2.2(A) hereof shall, unless dedicated to and accepted by a quasi-municipal entity or other utility, or a governmental agency acceptable to the grantor, be responsible for the maintenance and repair of the facilities installed pursuant to such grant. Any such maintenance and repair shall be subject to the insurance and indemnity provisions of paragraph 2.3 hereof and shall be performed only after two weeks' notice to the grantor of the grantee's intention to do such work (except in the case of an emergency whereupon the work may be initiated immediately), and any such work shall be done without cost or expense to the grantor, and in such manner as to cause as little disturbance in the use of the grantor's Tract as may be practicable under the circumstances. Any Party performing or causing to be performed maintenance work hereunder, agrees to promptly pay all costs and expenses associated therewith (seeking reimbursement from other grantees, if applicable), to diligently complete such work as quickly as possible, and to promptly clean the area and restore the affected portion of the Common Area to a condition which is equal to or better than the condition which existed prior to the beginning of such work.

4.2. Common Area.

(A) Each Party covenants and agrees to cause to be maintained and kept, at its cost and expense, those portions of the Common Area located on (or adjacent to, in the case of sidewalks as set forth in paragraph 4.2(B)(vi) below) its Tract in good condition and state of repair, and in compliance with all laws, rules and regulations, orders and ordinances of governmental agencies exercising jurisdiction thereover and the provisions of this Agreement.

(B) The standard of maintenance for the Common Area to be followed by the Parties shall be comparable to the standards of maintenance followed in other first-class retail real estate developments of comparable size in the metropolitan area where the Shopping Center is located. The maintenance and repair obligation in any event shall include but not be limited to the following:

(i) Maintaining all paved surfaces of the Common Area in a smooth and evenly covered condition which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing (using surfacing material);

(ii) Removal of all papers, debris, filth, refuse, ice and/or snow; and sweeping the Common Area to the extent necessary to keep the Common Area in a first-class, clean and orderly condition;

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(iii) Placing, keeping in repair and replacing any appropriate directional signs, markers and lines;

(iv) Operating, keeping in repair and replacing when necessary such parking lot lighting facilities as may be reasonably required;

(v) Maintaining all landscaped areas, repairing automatic sprinkler systems or water lines in the Common Area and making replacement of shrubs and other landscaping as necessary;

(vi) Cleaning, maintaining and repairing of all sidewalks, including those situated on the perimeter or outside the boundaries of the Party's Tract, if customarily performed by adjoining property owners.

(C) All costs of construction, replacement, maintenance, taxes and insurance directly or indirectly for the benefit of the Access Drive (Ingress/Egress Easement) as shown on Exhibit B and described on Exhibit F, attached hereto and incorporated herein, and for any landscaping and lighting on or adjacent thereto shall be shared on a pro rata basis by the Parties in the ratio of the Floor Area built on each Party's Tract as compared to the total Floor Area on all Tracts. Meadows shall perform all work on the Access Drive (Ingress/Egress Easement) and any landscaping and lighting on or adjacent thereto and shall bill Developer its pro rata share of the same. Developer shall pay its pro rata share within 15 days following billing. All costs incurred for such shall be reasonably competitive with costs for similar services in the Baltimore County area, and the quality and construction thereof shall be completed in a manner consistent with a first-class community shopping center in the Baltimore County area.

4.3. Building Improvements.

(A) Each Party covenants and agrees to maintain and keep the building improvements and the adjoining sidewalks and landscaping located on its Tract or portion thereof in good condition and state of repair, and in compliance with all laws, rules and regulations, orders and ordinances of the governmental agencies exercising jurisdiction thereover and the provisions of this Agreement. Each Party further agrees to store all trash and garbage in adequate containers, maintained in a neat and clean condition, to keep such containers either at the rear of the buildings or at locations indicated on the Site Plan or at locations sufficient to shield such containers in such a way that they will not be readily visible from the parking area or the streets, and to arrange for regular removal of such trash and garbage at its sole cost and expense.

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(B) In the event all or any portion of any building located in a Party's Tract is damaged or destroyed, the repair or replacement thereof shall be completed or commenced and diligently pursued within six months from the date of such damage or destruction or, alternatively, the land on which the building is located shall be cleared, leveled, graded and paved so that its appearance is compatible with the Shopping Center.

ARTICLE V

OPERATION

5.1. Uses.

(A) During the term of this Agreement, the Shopping Center shall be used for any legal purpose, except no use or operation will be made, conducted or permitted on or with respect to all or any part of the Shopping Center which use or operation is obnoxious to a first-class community Shopping Center including the following:

- (i) Any public or private nuisance;
- (ii) Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness;
- (iii) Any obnoxious odor;
- (iv) Any noxious, toxic, caustic, or corrosive fuel or gas;
- (v) Any dust, dirt, or fly ash in excessive quantities;
- (vi) Any mobile home or trailer court, labor camp, junk yard, stock yard, or animal raising shop that boards animals;
- (vii) Any dumping, disposal (other than as set out in paragraph 4.3(A) above), incineration, reduction of garbage or refuse;
- (viii) Living quarters, sleeping apartments or lodging rooms;
- (ix) Any mortuary;
- (x) Any adult bookstore selling pornographic material;
- (xi) Any removal or extraction of minerals, oil, gas or other subsurface substances or any drilling or other work related to such removal or extraction;

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respect to the initial installation thereof shall be set forth in a separate agreement between the cooperating Parties.

(B) Each Party hereby grants and conveys to each other a non-exclusive perpetual easement to connect its utility lines or systems to the grantor's utility lines or systems, provided that such connections shall be in compliance with applicable governmental codes, rules and regulations at the expense of the grantee and performed only after 30 days' notice of the grantee's intention to so connect shall be given to the grantor, and such connections:

(i) Shall not interfere with or diminish the utility services to the grantor;

(ii) Shall not reduce or unreasonably impair the usefulness or function of such utility; and

(iii) Shall be performed without cost or expense to grantor and the materials and design standards used in connection with such relocation shall be equal to or exceed those originally used.

(C) The location or relocation, if any, of all easements of the character described in paragraph (A) above shall be subject to the prior written approval (not to be unreasonably withheld) of the Party whose portion of the Shopping Center is to be burdened thereby.

Upon completion of construction of such utility facilities the Parties shall join in the execution of an easement agreement appropriately identifying the type and location of the facilities, and shall incorporate the relocation rights and maintenance obligations set forth in this Agreement, which shall be applicable subsequent to the termination of this Agreement. The grantee shall cause the easement agreement to be prepared and recorded and recording fees and costs of preparation shall be paid by such grantee.

At any time the grantor of any of the utility easements granted pursuant to subparagraph (A) above shall have the right to relocate on the land of the grantor any such facilities then located thereon, provided that such relocation shall be performed only after 30 days' notice of the grantor's intention to so relocate shall be given to the grantee, and such relocations:

(i) Shall not interfere with or diminish the utility services to the grantee;

(ii) Shall not reduce or unreasonably impair the usefulness or function of such utility; and

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(iii) Shall be performed without cost or expense to grantee and the materials and design standards used in connection with such relocation shall be equal to or exceed those originally used.

Documentation of the relocated easement area shall be accomplished and recorded as soon as possible by the grantor at its expense.

2.3. Construction.

Each Party grants and conveys to each other Party and to its respective contractors, materialmen and workmen, such temporary licenses over and across the Common Area located upon the grantor's Tract, for construction and maintenance as shall be reasonably necessary to construct and maintain the improvements and buildings contemplated for the Shopping Center; provided, however, such license shall be in effect only during periods actual construction or maintenance is performed, and provided further that such license shall be exercised so as not to unreasonably interfere with the use and operation of the affected Common Area and at such times and in such manner as not to unreasonably interfere with use of the Shopping Center by customers thereof. Meadows recognizes the fact that Developer's construction will most likely occur after Meadows or its assigns have completed its construction. It being understood that the Common Area of the granting Party may be utilized by vehicles transporting construction materials and equipment and persons employed in connection with any work provided for herein, but that temporary storage of materials and vehicles being utilized in connection with such construction may only occur on the constructing Party's Tract and in locations thereon which are least visible to the General Public. Prior to exercising any right under the temporary construction license, the Party wishing to cause such work to be performed shall provide the Party whose Common Area is affected thereby with a copy of a certificate of insurance showing that its contractor has obtained the minimum insurance coverage set forth below. All such insurance shall provide that the same cannot be cancelled without 30 days' prior written notice to the Party of the affected Common Area:

(i) Worker's Compensation, statutory limits;

(iii) Comprehensive General and Comprehensive Auto Liability covering the following matters:

(a) Bodily Injury: \$3,000,000 per occurrence;

(b) Property Damage: \$3,000,000 per occurrence;

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(c) Independent Contractors Contingent; Liability or Owner's Protective Liability: same coverage as set forth in (a) and (b) above;

(d) "XCU" Hazard Endorsement, if applicable;

(e) "Broad Form" Property Damage Endorsement;

(f) "Personal Injury" Endorsement; and

(g) Contractual Liability Insurance.

Any Party availing himself of such temporary license shall indemnify and hold harmless the Party of the affected Common Area from any liability (including the reasonable attorneys' fees and cost of suit of the indemnified Party) or obligation arising out of or related to the use of such license, except for claims caused by the negligence or willful act or omission of such indemnified Party, its licensees, concessionaires, agents, servants or employees, or the agents, servants, or employees of any licensees or concessionaire wherever the same may occur. In addition, such Party agrees to promptly pay all costs and expenses associated herewith, to diligently complete such work as quickly as possible, and to promptly clean the area and restore the affected portion of the Common Area to a condition which is equal to or better than the condition which existed prior to the beginning of such work.

ARTICLE III

CONSTRUCTION

3.1. General Requirements.

(A) Buildings shall only be located within the Shopping Center inside the building lines or building areas shown on the Site Plan. Each Party shall support any request by the other for a side-yard or set-back variance if the same is required in order to accommodate construction. Meadows recognizes the fact that Developer's construction will most likely occur after Meadows or its assigns has completed its construction.

(B) Each Party severally agrees to perform its respective work:

(i) So as not to cause the other Party any reasonably avoidable increase in the cost of constructing the remainder of the Shopping Center or any part thereof;

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(ii) So as not to unreasonably interfere with any construction work being performed on the remainder of the Shopping Center, or any part thereof; and

(iii) So as not to unreasonably interfere with the use, occupancy or enjoyment of the remainder of the Shopping Center or any part thereof by the other Party or the Permittees of the other Party.

Each Party severally agrees to defend and hold each other harmless from all claims, including reasonable attorneys' fees and costs of suit, resulting from any accident, injury, loss or damage whatsoever occasioned to any Person or to the property of any Person as shall occur by reason of the performance of any such work by such Party in violation of the provisions hereof.

(C) Developer shall build no more than 56,450 square feet of Floor Area on the Developer Tract and there shall never be less than five parking spaces for every 1,000 square feet of Floor Area on the Developer Tract.

3.2. Common Area.

(A) Each Party shall cause the Common Area to be constructed on its Tract in accordance with the following general design standards, unless governmental specifications for such work establish higher standards:

(i) The lighting system shall be (a) provided by fixtures of such type as Meadows may utilize or if Developer desires a different type of lighting on its Tract, the quality thereof shall be a higher quality than the quality which Meadows may utilize; (b) designed to produce sufficient lighting to illuminate all points in any parking area; and (c) operated off separate control switches, each Party controlling only the lighting system located on its Tract;

(ii) The slope in the parking area shall be as required by Meadows, which slope shall not be in violation of county code;

(iii) All sidewalks shall be concrete or other material approved by the Parties; the paved portions of the parking area shall either be paved by installing at least six inches (6") of compacted aggregate stone base, and surfaced with at least two inches (2") of an asphaltic concrete or concrete wearing surface, or shall be paved in accordance with a paving recommendation obtained from a reputable engineering firm approved by Meadows. Notwithstanding the foregoing, those portions of the drives and parking area so designated on the Site Plan shall be paved using materials

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approved by the Parties that are designed to accommodate heavy vehicular traffic;

(iv) Utility lines and systems shall be placed underground at depths of not less than that designated by consultants approved by the Parties. Design and working drawings may be prepared by the utility company providing the service;

(v) Until the Common Area on a Tract is constructed, such area shall be planted to reduce dust and thereafter kept mowed, debris free and maintained so as to prevent erosion; and

(vi) The Common Area of the Developer Tract shall be constructed so as to appear integrated, aesthetically harmonious and as a continuation of the Common Area on the Meadows Tract; and all drive lanes and parking stalls shall be drawn in areas approved by Meadows so as to effect such integration.

(B) Common Area on a Tract need not be improved until a Party completes all improvements on its Tract.

(C) The Party first commencing construction on its Tract shall have the right to construct on the other Party's Tract such improvements as may be necessary to complete any improvements on the commencing Party's Tract. Upon completion of the same, the non-commencing Party shall pay the cost of the improvements on its Tract within 15 days following receipt of invoice thereof.

3.3. Building Improvement.

(A) Until such time as a building or buildings occupy all of the permitted building area upon a Tract, the portion thereof not so improved shall be maintained by the owner thereof, at its sole cost and expense in a neat, clean and presentable condition as if the same were Common Area.

(B) Each Party agrees to provide to the other "as-built" surveys with respect to the location of constructed buildings.

ARTICLE IV

MAINTENANCE AND REPAIR

4.1. Utilities.

The grantee of any utility easement, which easement is solely for the benefit of said grantee, referred to in Article

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II, paragraph 2.2(A) hereof shall, unless dedicated to and accepted by a quasi-municipal entity or other utility, or a governmental agency acceptable to the grantor, be responsible for the maintenance and repair of the facilities installed pursuant to such grant. Any such maintenance and repair shall be subject to the insurance and indemnity provisions of paragraph 2.3 hereof and shall be performed only after two weeks' notice to the grantor of the grantee's intention to do such work (except in the case of an emergency whereupon the work may be initiated immediately), and any such work shall be done without cost or expense to the grantor, and in such manner as to cause as little disturbance in the use of the grantor's Tract as may be practicable under the circumstances. Any Party performing or causing to be performed maintenance work hereunder, agrees to promptly pay all costs and expenses associated therewith (seeking reimbursement from other grantees, if applicable), to diligently complete such work as quickly as possible, and to promptly clean the area and restore the affected portion of the Common Area to a condition which is equal to or better than the condition which existed prior to the beginning of such work.

4.2. Common Area.

(A) Each Party covenants and agrees to cause to be maintained and kept, at its cost and expense, those portions of the Common Area located on (or adjacent to, in the case of sidewalks as set forth in paragraph 4.2(B)(vi) below) its Tract in good condition and state of repair, and in compliance with all laws, rules and regulations, orders and ordinances of governmental agencies exercising jurisdiction thereover and the provisions of this Agreement.

(B) The standard of maintenance for the Common Area to be followed by the Parties shall be comparable to the standards of maintenance followed in other first-class retail real estate developments of comparable size in the metropolitan area where the Shopping Center is located. The maintenance and repair obligation in any event shall include but not be limited to the following:

(i) Maintaining all paved surfaces of the Common Area in a smooth and evenly covered condition which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing (using surfacing material);

(ii) Removal of all papers, debris, filth, refuse, ice and/or snow; and sweeping the Common Area to the extent necessary to keep the Common Area in a first-class, clean and orderly condition;

(iii) Placing, keeping in repair and replacing any appropriate directional signs, markers and lines;

(iv) Operating, keeping in repair and replacing when necessary such parking lot lighting facilities as may be reasonably required;

(v) Maintaining all landscaped areas, repairing automatic sprinkler systems or water lines in the Common Area and making replacement of shrubs and other landscaping as necessary;

(vi) Cleaning, maintaining and repairing of all sidewalks, including those situated on the perimeter or outside the boundaries of the Party's Tract, if customarily performed by adjoining property owners.

(C) All costs of construction, replacement, maintenance, taxes and insurance directly or indirectly for the benefit of the Access Drive (Ingress/Egress Easement) as shown on Exhibit B and described on Exhibit F, attached hereto and incorporated herein, and for any landscaping and lighting on or adjacent thereto shall be shared on a pro rata basis by the Parties in the ratio of the Floor Area built on each Party's Tract as compared to the total Floor Area on all Tracts. Meadows shall perform all work on the Access Drive (Ingress/Egress Easement) and any landscaping and lighting on or adjacent thereto and shall bill Developer its pro rata share of the same. Developer shall pay its pro rata share within 15 days following billing. All costs incurred for such shall be reasonably competitive with costs for similar services in the Baltimore County area, and the quality and construction thereof shall be completed in a manner consistent with a first-class community shopping center in the Baltimore County area.

4.3. Building Improvements.

(A) Each Party covenants and agrees to maintain and keep the building improvements and the adjoining sidewalks and landscaping located on its Tract or portion thereof in good condition and state of repair, and in compliance with all laws, rules and regulations, orders and ordinances of the governmental agencies exercising jurisdiction thereover and the provisions of this Agreement. Each Party further agrees to store all trash and garbage in adequate containers maintained in a neat and clean condition, to keep such containers either at the rear of the buildings or at locations indicated on the Site Plan or at locations sufficient to shield such containers in such a way that they will not be readily visible from the parking area or the streets, and to arrange for regular removal of such trash and garbage at its sole cost and expense.

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(B) In the event all or any portion of any building located in a Party's Tract is damaged or destroyed, the repair or replacement thereof shall be completed or commenced and diligently pursued within six months from the date of such damage or destruction or, alternatively, the land on which the building is located shall be cleared, leveled, graded and paved so that its appearance is compatible with the Shopping Center.

ARTICLE V

OPERATION

5.1. Uses.

(A) During the term of this Agreement, the Shopping Center shall be used for any legal purpose, except no use or operation will be made, conducted or permitted on or with respect to all or any part of the Shopping Center which use or operation is obnoxious to a first-class community Shopping Center including the following:

(i) Any public or private nuisance;

(ii) Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness;

(iii) Any obnoxious odor;

(iv) Any noxious, toxic, caustic, or corrosive fuel or gas;

(v) Any dust, dirt, or fly ash in excessive quantities;

(vi) Any mobile home or trailer court, labor camp, junk yard, stock yard, or animal raising shop that boards animals;

(vii) Any dumping, disposal (other than as set out in paragraph 4.3(A) above), incineration, reduction of garbage or refuse;

(viii) Living quarters, sleeping apartments or lodging rooms;

(ix) Any mortuary;

(x) Any adult bookstore selling pornographic material;

(xi) Any removal or extraction of minerals, oil, gas or other subsurface substances or any drilling or other work related to such removal or extraction;

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(xii) Any theatre or bowling alley;

(xiii) Any bar, nightclub, dance hall or establishment the primary attraction of which is the sale of alcoholic beverages to be consumed on the premises, or the primary attraction of which is entertainment.

5.2. Lighting.

Each Party shall keep its Tract fully illuminated each day (except days on which businesses may not by law be open) from dusk to at least 30 minutes after the last business operation in the Shopping Center has closed, but in no event after 9:00 P.M., and further agrees to keep building security lights on from dusk until dawn. It is recognized that business establishments within the Shopping Center may be open for business at different hours, and that the owner of one Tract upon which business establishments are open later may wish to have the Common Area lights on adjoining Tracts continue to burn beyond the required period. Accordingly, the owner of one Tract ("Requesting Owner") shall have the right, at any time or times, to require the owner of the other Tracts ("Requested Owner") to keep its Common Area lights burning until a later hour stipulated by the Requesting Owner. In consideration of the Requested Owner's compliance with such request, the Requesting Owner agrees to pay an amount equal to 110% of the cost of electric power (as such power costs are estimated by the electric utility company furnishing such power; the obtaining of such estimate to be the responsibility of the Requesting Owner) incurred by the Requested Owner in burning its Common Area lights until such later hour, and further agrees to deposit, in advance, with the Requested Owner a sum equal to the charge for the lesser of the number of days requested by the Requesting Owner for the lights to be left on, or 30 days. If the number of days requested exceeds 30 days, the Requesting Owner shall make advance deposits with respect to each succeeding period. Upon the failure of the Requesting Owner to make the advance deposit or any of them, the Requested Owners shall have the right to discontinue such additional lighting. Any such request for additional lighting may be withdrawn or terminated at any time by written notice from the Requesting Owner, and if terminated prior to the expiration of the period originally requested, then a pro rata refund of the deposit shall be made.

5.3. Signs.

The Parties agree that the signs within the Shopping Center shall, subject to governmental regulations, conform to the following criteria:

(A) Each occupant may be permitted to have identification signs in accordance with applicable zoning restrictions.

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(B) Each Party shall be permitted to place within the Common Area located on its Tract, reasonable directional signs or informational signs. Temporary "For Rent" signs may be placed in an area facing Woodlawn Drive and at the southwest corner of the Meadows Tract, provided Meadows approves the exact location, appearance and dimensions of such sign and any language thereon, which approval shall not be unreasonably withheld.

(C) Notwithstanding anything herein contained to the contrary, the following types of signs or sign components which are mounted or placed on the exterior of any building located on a Tract or placed in the interior of said building and readily visible from the Common Area or the streets abutting the Shopping Center shall be prohibited, unless required by appropriate governmental authorities having jurisdiction over the Tract or any portion thereof:

(i) Flashing, moving or audible signs (not including intercoms for ordering food);

(ii) Signs employing exposed ballast boxes or exposed transformers;

(iii) Paper or cardboard signs; temporary signs; stickers or decals; provided, however, the foregoing shall not prohibit the placement at the entrance of each Occupant's space a sticker or decal containing not more than 280 square inches, indicating hours of business and emergency telephone numbers; or

(iv) Signs employing luminous-vacuum formed type of plastic letters.

(D) So long as the sign does not diminish the amount of signage which Meadows may place on its Tract to identify its Occupants, either party may erect one sign as an identification sign for the development on the Tracts indicating that both Parties' Tracts are part of an integrated development. The other Party shall then have the right to have any Occupant of its Tract represented on the sign, in which case both Parties shall have the right to have the same number of Occupants from its Tract represented on the sign. Meadows shall determine the design, appearance, language, and location of the sign, said determination not to be unreasonably exercised. Each Party may utilize up to 50% of the area available on the sign for tenant identification (which area shall be determined by Meadows), and each Party shall pay a pro rata share of the construction and maintenance costs of the sign equal to the ratio of the area it utilizes for identification of its Occupants compared to the total area utilized for identification of all Occupants on the sign.

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5.4. Insurance.

(A) Each Party with respect to its Tract and the operations thereon shall, at all times during the term of this Agreement, maintain in full force and effect comprehensive public liability insurance with a financially responsible insurance company or companies; such insurance to provide for a limit of not less than Three Million Dollars (\$3,000,000) for personal or bodily injury or death to any one person, for a limit of not less than Three Million Dollars (\$3,000,000) for personal or bodily injury or death to any number of persons arising out of any one occurrence, and for a limit of not less than Three Million Dollars (\$3,000,000) in respect of any instance of property damage; such insurance shall specifically extend to the contractual obligation of the insured Party arising out of the indemnification obligation set forth in the next sentence. Each Party ("Indemnitor") covenants and agrees to indemnify, defend and hold harmless the other Party ("Indemnitee") from and against all claims, costs, expenses and liability (including reasonable attorneys' fees and cost of suit incurred in connection with all claims) including any action or proceedings brought hereon, arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any person or entity, which shall occur on the Tract owned by each Indemnitor, except for claims caused by the negligence or willful act or omission of such Indemnitee, its licensees, concessionaires, agents, servants or employees, or the agents, servants, or employees of any licensee or concessionaire wherever the same may occur. The Parties agree to review the minimum limits set forth above approximately every five years and further agree to adjust such limits if circumstances warrant.

(B) The constructing Party will carry or cause to be carried, effective upon the commencement of construction of improvements, Builder's Risk insurance, and following completion of construction, Fire Insurance with Extended Coverage Endorsement with a financially responsible insurance company or companies, in an amount at least equal to 100% of the replacement cost (exclusive of the cost of excavation, foundations and footings) of the buildings and improvements insured from "all risks," and specifically against the following perils: loss or damage by fire, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle, smoke damage and sprinkler leakage.

Each Party (the "Releasing Party") hereby releases and waives for itself and on behalf of its insurer, the other Party (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Shopping Center, which loss or damage is of any type generally covered by Fire Insurance with an Extended Coverage Endorsement, irrespective of any negligence on the part of the Released Parties which may have contributed to or caused such

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loss, or of the amount of such insurance required or actually carried. Each Party agrees to use its best efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; it being understood, however, that failure to obtain such endorsements shall not affect the release hereinabove given. Each Party ("Indemnitor") covenants and agrees to indemnify, defend and hold harmless the other Party ("Indemnitee") from and against all claims asserted by or through any Permittees of the Indemnitor's Tract for any loss or damage to the property of such Permittee located upon the respective Indemnitor's Tract, which loss or damage is of the type generally covered by Fire Insurance with Extended Coverage Endorsement, irrespective of any negligence on the part of the Indemnitee which may have contributed to or caused such loss.

(C) The insurance described in paragraphs (A) and (B) may be carried under a policy or policies covering other liabilities, properties and locations of such Party, or a subsidiary, affiliate or controlling corporation of such Party or under an "umbrella" policy. Such insurance policy or policies shall contain a provision that the same may not be cancelled without at least 30 days' prior written notice being given by the insurer to all Parties. Each Party further agrees to furnish to the other Party a certificate of insurance, prior to the effective date of such policy and any renewals or extensions thereof, evidencing that the insurance required is in full force and effect.

5.5. Taxes.

Each Party shall pay, or cause to be paid, prior to buildings, improvements and assessments upon its Tract, and the Party in the Shopping Center, provided that if the taxes or assessments or any part thereof may be paid in installments, the Party may pay each such installment as and when the same becomes due and payable, and in any event prior to the delinquency thereof. Nothing herein contained shall prevent any Party from contesting at its cost and expense any such taxes and assessments with as such contest is maintained with reasonable diligence, so long as such contest is maintained with reasonable diligence, in good faith, and so long as at such time as when the contest is concluded, the Party promptly pays all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

5.6. Liens.

In the event any mechanic's liens are filed against the Tract of any Party as a result of services performed or materials furnished for the use of another Party's Tract, the Party permitting or causing such lien to be filed hereby covenants to cause such lien to be discharged prior to the foreclosure of such lien and further shall indemnify, defend and hold harmless the other

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Parties and their Tracts against liability, loss, damage, costs or expenses, including attorneys' fees and cost of suit on account of such claim of lien. Upon request of the Party whose Tract is subject to such lien, the Party permitting or causing such lien to be filed agrees to promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien, or posting such bond or other securities as shall be required by law to obtain such release and discharge. Nothing herein shall prevent a Party permitting or causing such lien to contest the validity thereof in any manner such Party chooses so long as such contest is pursued with reasonable diligence, and in the event such contest is determined adversely, such Party shall promptly pay in full the required amount, together with any interest, penalties and costs.

ARTICLE VI

MISCELLANEOUS

6.1. Default.

(A) If any Party fails to comply with any provision herein ("Defaulting Party") then any other Party ("Non-Defaulting Party") at its option and with 30 days' prior written notice may proceed to cure the default by the payment of money or other action for the account of the Defaulting Party.

The foregoing right to cure shall not apply if within the 30-day notice period the Defaulting Party cures the default, or if the default cannot reasonably be cured within that time period, the Defaulting Party diligently begins pursuing cure to completion.

The 30-day notice period shall not be required if, using reasonable judgment, the Non-Defaulting Party deems that an emergency exists which requires immediate cure. In the event of such an emergency, the Non-Defaulting Party shall give whatever notice is reasonable to the Defaulting Party.

(B) Within 10 days of demand thereof the Defaulting Party shall reimburse the Non-Defaulting Party for any sums reasonably expended by the Non-Defaulting Party due to the default, together with interest equal to the lower of (i) the highest rate permitted by the State in which the Shopping Center is located, or (ii) 4% plus the Prime Rate, per annum, then being charged by First Interstate Bank of Denver.

If the Defaulting Party does not reimburse the Non-Defaulting Party for the sums stated in paragraph 6.1(B) above, then the Non-Defaulting Party shall be entitled to a lien against the Defaulting Party's Property for the amounts stated in paragraph 6.1(B) above. The lien shall be effective from the

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date of recording of the Lien Notice hereinafter described. Upon such recording, such lien shall be superior and prior to all other liens and encumbrances thereafter encumbering the Tract or portion thereof involved, except for general taxes and special assessment liens, and any first mortgage of record covering the Property. To evidence such lien, the Party curing the default of a Defaulting Party or the Party performing such maintenance, as the case may be, shall prepare a written notice ("Lien Notice") setting forth (i) the amount owing and a brief statement of the nature thereof; (ii) the Tract or portion thereof to which the payments relate; (iii) the name of the Party or reputed Party and/or Persons owning the Tract involved; and (iv) reference to this Agreement as the source and authority for such lien. The Lien Notice shall be signed and acknowledged by the Party desiring to file the same and shall be recorded in the appropriate records of the County and, if necessary, the State where the Tract is located. A copy of such Lien Notice shall be mailed to the Party or reputed Party in default within 30 days after such recording. Any such lien may be enforced by judicial foreclosure upon the Tract or portion thereof to which the lien attached in like manner as a mortgage on real property is judicially foreclosed under the laws of the State where the Tract is located. In any successful foreclosure, the Party whose Tract is being foreclosed shall be required to pay the reasonable costs, expenses, attorneys' and expert witness fees in connection with the preparation and filing of the Lien Notice as provided herein, and fees in connection with the foreclosure. Any additional amounts owing under this Agreement which are unpaid and established in accordance with the provisions of subparagraph (A) above, during such a foreclosure proceeding may be added as a claim in the foreclosure proceeding by an amendment of the complaint in foreclosure. The Party filing such Lien Notice shall have the right to bid on the Tract or portion thereof or interest therein being foreclosed upon, and to purchase the same. The Party filing such Lien Notice shall notify any encumbrancer of the Tracts being foreclosed, if such encumbrancer has notified the Party in the manner herein provided of its name and address. Any encumbrancer holding a lien on the Tract may, but shall not be required to, pay any unpaid amounts and upon such payment, such encumbrancer shall have a lien on the Tract for the amount paid of the same rank as the lien created by the Lien Notice.

(C) The amounts owing by a Party pursuant to the provisions of this Agreement shall be the debt of the Party thereof at the time reimbursement is requested. Suit to recover a money judgment for such unpaid amounts may be maintained without foreclosing or waiving the lien securing the same. In the event, however, that any monetary judgment is entered against said Party on such debt, said judgment may only be satisfied by proceeding against said Party's Tract and said Party shall have no liability for any deficiency or portion of said judgment not satisfied by the proceeds from said Tract.

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(D) In the event any Party shall institute any action or proceeding against another Party relating to the provisions of this Agreement, or any default thereunder or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the Parties to any dispute, then and in such event the unsuccessful litigant in such action or proceeding agrees to reimburse the successful litigant therein for the reasonable expenses of attorneys' fees, expert witness fees and disbursements incurred therein by the successful litigant, including such cost and expenses incurred in connection with any such action or proceeding and any appeals therefrom.

(E) Any remedies in this paragraph 6.1 are cumulative and shall be deemed additional to any and all other remedies to which any person may be entitled in law or in equity, and shall include the right to restrain by injunction any violation or threatened violation by any Party of any of the terms, covenants or conditions of this Agreement and by decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for any breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

6.2. Estoppel Certificate.

Each Party hereby severally covenants that upon written request from time to time of another Party, it will issue to a prospective Mortgagee of such other Party or to a prospective successor Party to such other Party, an estoppel certificate stating: (i) whether the Party to whom the request has been directed knows of any default by the requesting Party under this Agreement and if there are known defaults, specifying the nature thereof; (ii) whether to its knowledge this Agreement has been assigned, modified or amended in any way (or if it has, then stating the nature thereof); (iii) that to the Party's knowledge this Agreement as of that date is in full force and effect. Such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, if such bona fide encumbrancer or purchaser has acted in reasonable reliance upon the statement. However, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such Party to disclose correct and/or relevant information.

6.3. Notices.

All notices, demands, statements and requests required or permitted to be given under this Agreement must be in writing

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and shall be deemed to have been properly given or served, whether received or not, by depositing the same in the United States Mail addressed to a Party, postage prepaid and registered or certified mail, return receipt requested, at the address set forth below. At such time as when a Party may transfer its Tract or portion thereof so as to create a new Party, each shall send notice to the other of the name and address to which notice to that new Party, when such is required herein, shall be sent. Until such time as a Party sends such notice, the existing Party shall be deemed to be agents for such new Party for purposes of service of notices.

To Developer: Meadows Associates Limited Partnership
c/o Jack H. Pechter
908 York Road
Towson, MD 21204

With a copy to: Sidney Weiman, Esq.
Levin, Gann & Hankin, P.A.
Suite 3200
10 Light Street
Baltimore, MD 21202

To Meadows: Meadows Membership Warehouse, Inc.
P.O. Box 19975
Denver, CO 80239

With a copy to: Edward N. Barad, Esq.
Roath & Brega, P.C.
1700 Writer's Center Five
1873 South Bellaire Street
P.O. Box 5560 T.A.
Denver, CO 80217-5560

All notices, demands and requests except as hereinafter set forth, shall be effective upon being deposited in the United States Mails in accordance with the provisions hereof. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request. Any Party shall have the right from time to time and at any time, upon at least 10 days' prior written notice thereof in accordance with provisions hereof, to change its respective address and to specify any other address within the United States of America; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be received.

In order to bind any Party pursuant to any provision of this Agreement wherein it is provided that the failure to

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take certain action within a prescribed period of time shall constitute approval, or have some other binding effect, any notice or plans shall refer specifically to the alleged action which is to be taken, identify the notice or plans as being given pursuant to this Agreement, state the period of time within which a reply must be given (as set forth in this Agreement), and state that failure to give a reply within the prescribed period of time shall be deemed to constitute approval, or have some alleged effect, as the case may be, with respect to the matter described.

6.4. Condemnation.

In the event of a condemnation or a sale in lieu thereof concerning a portion or all of the Shopping Center, the award or purchase price paid for such taking shall be paid to the Party owning such land so taken; it being the intent of the other Parties who might have an easement or other property interest or right under this Agreement in the land so taken, to release and/or waive such property interest or right with respect to such award or purchase price; provided, however, such other Parties shall have the right to seek an award or compensation for the loss of their easement rights to the extent such award or compensation paid or allocated for such loss does not reduce or diminish the amount paid to the Party owning such land. If the entrance to the Shopping Center or any utility easement on the Meadows Tract for the benefit of the Developer Tract is so taken, Meadows shall promptly utilize the portion of the award allocated for such taking to construct and provide a suitable replacement of such entrance and/or utility easement subject to all the provisions of this Agreement, but at a cost of no more than the amount of the condemnation award for such taking. Any costs in excess thereof shall be shared by the Parties in the ratio of their respective Floor Areas as compared to the total Floor Areas on all Tracts.

6.5. Binding Effect.

The terms of this Agreement shall constitute covenants running with, and be appurtenant to the land affected, and all such terms shall inure to the benefit of and be binding upon the undersigned Parties and their respective successors and assigns who become owners of any portion of the Shopping Center.

6.6. Singular and Plural.

Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

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6.7. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

6.8. Negation of Partnership.

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights to any Person who is not a Party hereto unless expressly otherwise provided.

6.9. Approvals.

Unless otherwise herein provided, whenever approval is required of any Party, such approval shall not be unreasonably withheld. Unless provision is made for a specific time period, approval or disapproval shall be given within 15 days of the receipt of the request for approval, and if any Party shall neither approve nor disapprove within said 15-day period, the Party shall be deemed to have given its approval. If a Party shall disapprove, the reasons therefor shall be stated. Except with respect to an approval given by lapse of time, all approvals shall be in writing. No lessee, licensee, or other person having a possessory interest other than a Party shall be required to join in the execution or consent to any act of the Parties taken subject to this Agreement.

6.10. Not a Public Dedication.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center or of any Tract or portion thereof to the general public, or for the general public or for any public use or purpose whatsoever; it being the intention and understanding of the Parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed solely for the benefit of the Parties hereto.

6.11. Excusable Delays.

Whenever performance is required of any Party hereunder, that Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of a Party, then the time for performance as herein specified shall be

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appropriately extended by the amount of the delay actually so caused.

6.12. Severability.

Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

6.13. Entire Agreement.

This written Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement and exhibits hereto. Amendments to this Agreement must be in writing and must be signed by both Parties and by any beneficiary or holder of a first mortgage against any portion of the Shopping Center.

6.14. Captions.

The captions preceding the text of each paragraph and subparagraph hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

6.15. Minimization of Damages.

In all situations arising out of this Agreement, all Parties shall attempt to avoid and minimize the damages resulting from the conduct of any other Party. Each Party hereto shall take all necessary measures to effectuate the provisions of this Agreement.

6.16. Agreement Shall Continue Notwithstanding Breach.

It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any such breach.

6.17. Time.

Time is of the essence of this Agreement and each and every provision hereof.

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6.18. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland.

6.19. Non-Merger.

The Developer executes this Agreement to impose a general plan for the orderly development of the Shopping Center and a common scheme for the improvement of all Tracts constituting the Shopping Center with a view toward the subsequent development, improvement and operation of the Tracts in accordance with the provisions of this Agreement. The covenants, conditions, restrictions and reciprocal easements established by this Agreement and the terms and provisions contained in this Agreement shall not be deemed or construed to be merged in the fee simple ownership or title of the Developer as to all of the Shopping Center. This Agreement shall provide mutual and reciprocal rights to, between and among the Tracts and the respective Parties owning each of the Tracts to the same extent as if this Agreement was executed by all subsequent owners of all Tracts, notwithstanding the ownership of all Tracts by the Developer upon the date this Agreement is executed, so as to more appropriately and conveniently impose the general plan and scheme of development, improvement and operation of the Shopping Center upon each of the respective Parcels and all future Parties to this Agreement.

6.20. Right of First Refusal.

If Developer receives one or more bona fide offers from third parties to purchase the Developer Tract or any part thereof, and if such offer is acceptable to Developer, then Developer shall notify Meadows in writing, giving the name and address of the offeror, and the price, terms and conditions of such offer, and Developer shall deliver to Meadows a written copy of the offer. Meadows shall have fifteen (15) working days from and after the receipt of such offer from Developer in which to elect to purchase the Developer Tract for the consideration and on the terms and conditions contained in the offer. If a transfer of the Developer Tract does not occur in accordance with the offer within 90 days thereafter, or if the price, terms of payment, or other material covenants of the offer are modified so as to become more beneficial for the offeror, Meadows' right of first refusal hereunder shall be reinstated. Meadows' failure at any time to exercise its option under this Section shall not affect this Agreement or the continuance of Meadows' rights and options under this Section. The provisions of this Section shall terminate upon the death of the youngest grandchild of Ronald Reagan now living plus 21 years.

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ARTICLE VII TERM

The terms, covenants, provisions and conditions of this Agreement shall be effective as of the date hereof and shall continue in full force and effect perpetually.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

"DEVELOPER"

MEADOWS ASSOCIATES LIMITED
PARTNERSHIP, a Maryland
limited partnership

ATTEST: *W-12047*

Henry W. Hains
Secretary

By: *[Signature]*, General Partner

MEADOWS WAREHOUSE CORP.,
a Maryland corporation

ATTEST:

[Signature]
Secretary

By: *[Signature]*, its President

STATE OF MARYLAND)
COUNTY OF BALTIMORE) ss.

The foregoing instrument was acknowledged before me, a Notary Public, this 24th day of July, 1985, by Henry W. Hains, as General Partner of MEADOWS ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, Developer.

WITNESS my hand and official seal.

My Commission expires: *July 1, 1987*

[Signature]
Notary Public

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STATE OF Colorado)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me, a Notary Public, this 24th day of July, 1985, by Henry W. Hains, as President of Meadows Warehouse, Corp.

WITNESS my hand and official seal.

My Commission expires:
June 22, 1989

[Signature]
Notary Public

EXHIBIT INDEX

EXHIBIT A: Legal Description of Developer Tract
EXHIBIT B: Site Plan, showing:
(1) Developer Tract Location
(2) Meadows Tract Location
(3) Access Drive (Ingress/Egress Easement)
(4) Existing Building Area
(5) Permitted Building Area
(6) No Building Area
(7) Service Area, if any
EXHIBIT C: Legal Description of Meadows Tract
EXHIBIT D: Legal Description of Existing Building Area and Permitted Building Area
EXHIBIT E: Legal Description of No Building Area
EXHIBIT F: Legal Description of Access Drive (Ingress/Egress Easement)

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EXHIBIT A

LEGAL DESCRIPTION OF "DEVELOPER TRACT" -- LOT 2 IN MEADOWS INDUSTRIAL PARK

Beginning on the southwest side of Woodlawn Drive at the beginning of the S 25°29'34" E 725.99 foot line of "Parcel F" as shown on the plat titled "Resubdivision of Part of Parcel F, Meadows Industrial Park", dated December 9, 1980 and recorded among the Land Records of Baltimore County in Plat Book E.W.R., Jr. 47, Folio 59, said beginning point also being at the northeast corner of Lot 2 as shown on the plat titled "Plat of Resubdivision of Part of Parcel F Meadows Industrial Park" dated June 24, 1985 and recorded or intended to be recorded among said Land Records, running thence binding on the southwest side of Woodlawn Drive as shown on said plat, (1) S 25°29'34" E 20.00 feet, thence binding on the outlines of said Lot 2, twelve courses: (2) S 64°30'26" W 370.00 feet, (3) N 25°29'34" W 224.09 feet, (4) S 58°51'02" W 399.48 feet, (5) S 31°08'58" E 181.50 feet, (6) S 58°51'02" W 177.00 feet, (7) N 31°08'58" W 583.39 feet, (8) N 56°17'20" E 152.00 feet, (9) S 33°42'40" E 46.87 feet, (10) N 60°34'02" E 211.40 feet, (11) N 67°34'48" E 265.62 feet, (12) S 25°29'34" E 522.73 feet, and (13) N 64°33'26" E 350.00 feet to the place of beginning.

Containing 6.0799 Acres of land.

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EXHIBIT C

LEGAL DESCRIPTION OF "MEADOWS TRACT" -- LOT 1 IN
MEADOWS INDUSTRIAL PARK

BEGINNING on the southwest side of Woodlawn Drive at the point designated "77" as shown on the "Plat of Resubdivision of Part of Parcel F, Meadows Industrial Park", recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 53, folio 61, running thence binding on the outlines of Lot 1 as shown on said plat, seven courses (1) South 82 degrees, 19 minutes 46 seconds West 930.00 feet, (2) North 31 degrees 08 minutes 58 seconds West 410.00 feet, (3) North 58 degrees 51 minutes 02 seconds East 177.00 feet, (4) North 31 degrees 08 minutes 58 seconds West 181.50 feet, (5) North 58 degrees 51 minutes 02 seconds East 399.48 feet, (6) South 25 degrees 29 minutes 34 seconds East 224.09 feet, and (7) North 64 degrees 30 minutes 26 seconds East 370.00 feet to the southwest side of said Woodlawn Drive, thence binding thereon (8) South 25 degrees 29 minutes 34 seconds East 705.99 feet to the place of beginning.

CONTAINING 13.4663 acres of land.

EXHIBIT D

1. LEGAL DESCRIPTION OF "EXISTING BUILDING" ON LOT 1
MEADOWS INDUSTRIAL PARK, WOODLAWN DRIVE, BALTIMORE
COUNTY, MARYLAND

BEGINNING at a point in Lot 1 as shown on the "Plat of Resubdivision of Part of Parcel F, Meadows Industrial Park", recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 53, folio 61, said point being distant South 64 degrees 30 minutes 26 seconds West 63.00 feet from a point on the southwest side of Woodlawn Drive as shown on said plat, said last mentioned point being distant North 25 degrees 29 minutes 34 seconds West 240.93 feet, as measured along said southwest side of Woodlawn Drive, from the point designated "77" at the easternmost corner of said Lot 1, running thence six courses (1) South 64 degrees 30 minutes 26 seconds West 406.89 feet, (2) North 25 degrees 29 minutes 34 seconds West 392.06 feet, (3) North 64 degrees 30 minutes 26 seconds East 316.71 feet, (4) South 25 degrees 29 minutes 34 seconds East 150.30 feet, (5) North 64 degrees 30 minutes 26 seconds East 90.18 feet, and (6) South 25 degrees 29 minutes 34 seconds East 241.76 feet of the place of beginning.

CONTAINING 3.3510 acres of land.

2. LEGAL DESCRIPTION OF "PERMITTED BUILDING AREA" IN
LOT 2, MEADOWS INDUSTRIAL PARK, WOODLAWN DRIVE,
BALTIMORE COUNTY, MARYLAND

BEGINNING at the point designated "79" at the westernmost corner of Lot 2 as shown on the "Plat of Resubdivision of Part of Parcel F, Meadows Industrial Park", recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 53, folio 61, running thence binding on part of the outlines of Lot 2 as shown on said plat five courses (1) North 56 degrees 17 minutes 20 seconds East 152.00 feet, (2) South 33 degrees 42 minutes 40 seconds East 46.87 feet, (3) North 60 degrees 34 minutes 02 seconds East 211.40 feet, (4) North 67 degrees 34 minutes 48 seconds East 265.62 feet, and (5) South 25 degrees 29 minutes 34 seconds East 120.70 feet, thence two courses (6) South 58 degrees 51 minutes 02 seconds West 498.89 feet, and (7) South 31 degrees 08 minutes 58 seconds East 376.50 feet to a point on the southeast outline of said Lot 2,

thence binding in part thereon and continuing to bind on the southwest outline of said Lot 2, two courses (8) South 58 degrees 51 minutes 02 seconds West 117.00 feet, and (9) North 31 degrees 08 minutes 58 seconds West 583.29 feet to the place of beginning.

CONTAINING 3.3757 acres of land.

EXHIBIT E

LEGAL DESCRIPTION OF "NO BUILDING AREA" in LOT 1,
MEADOWS INDUSTRIAL PARK, WOODLAWN DRIVE, BALTIMORE
COUNTY, MARYLAND

BEGINNING at the point designated "121" at the beginning of the North 25 degrees 29 minutes 34 seconds West 224.09 foot line of Lot 1 as shown on the "Plat of Resubdivision of Part of Parcel F, Meadows Industrial Park", recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 53, folio 61, running thence binding on said line and continuing said line (1) South 25 degrees 29 minutes 34 seconds East 274.09 feet, thence two courses (2) South 64 degrees 30 minutes 26 seconds West 374.29 feet, and (3) North 31 degrees 08 minutes 58 seconds West 54.36 feet to the point designated "123" on the outline of said Lot 1, thence binding on westerly outline of said Lot 1, two courses (4) North 31 degrees 08 minutes 58 seconds West 181.50 feet, and (5) North 58 degrees 51 minutes 02 seconds East 399.48 feet to the place of beginning.

CONTAINING 2.2591 acres of land.

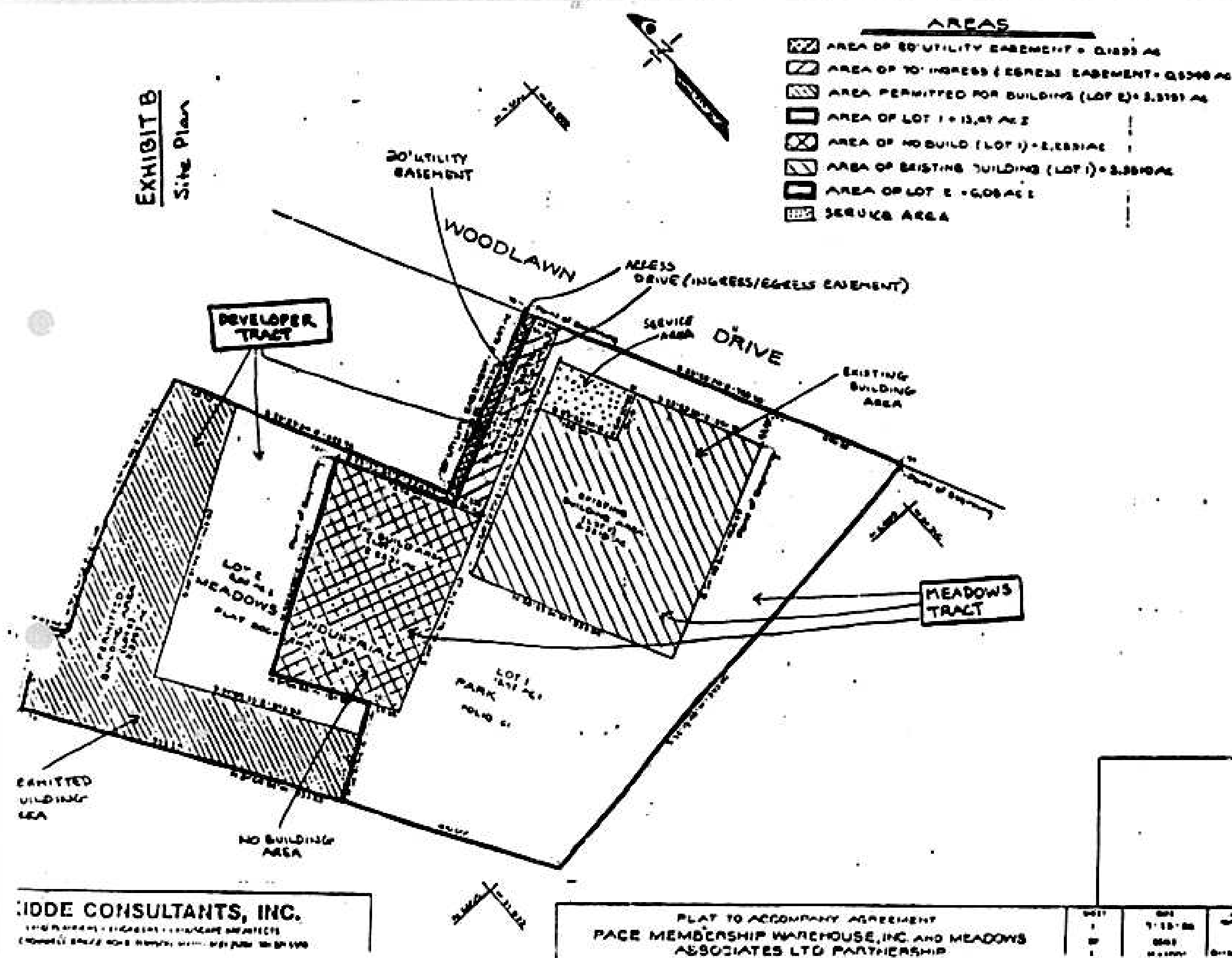
EXHIBIT F

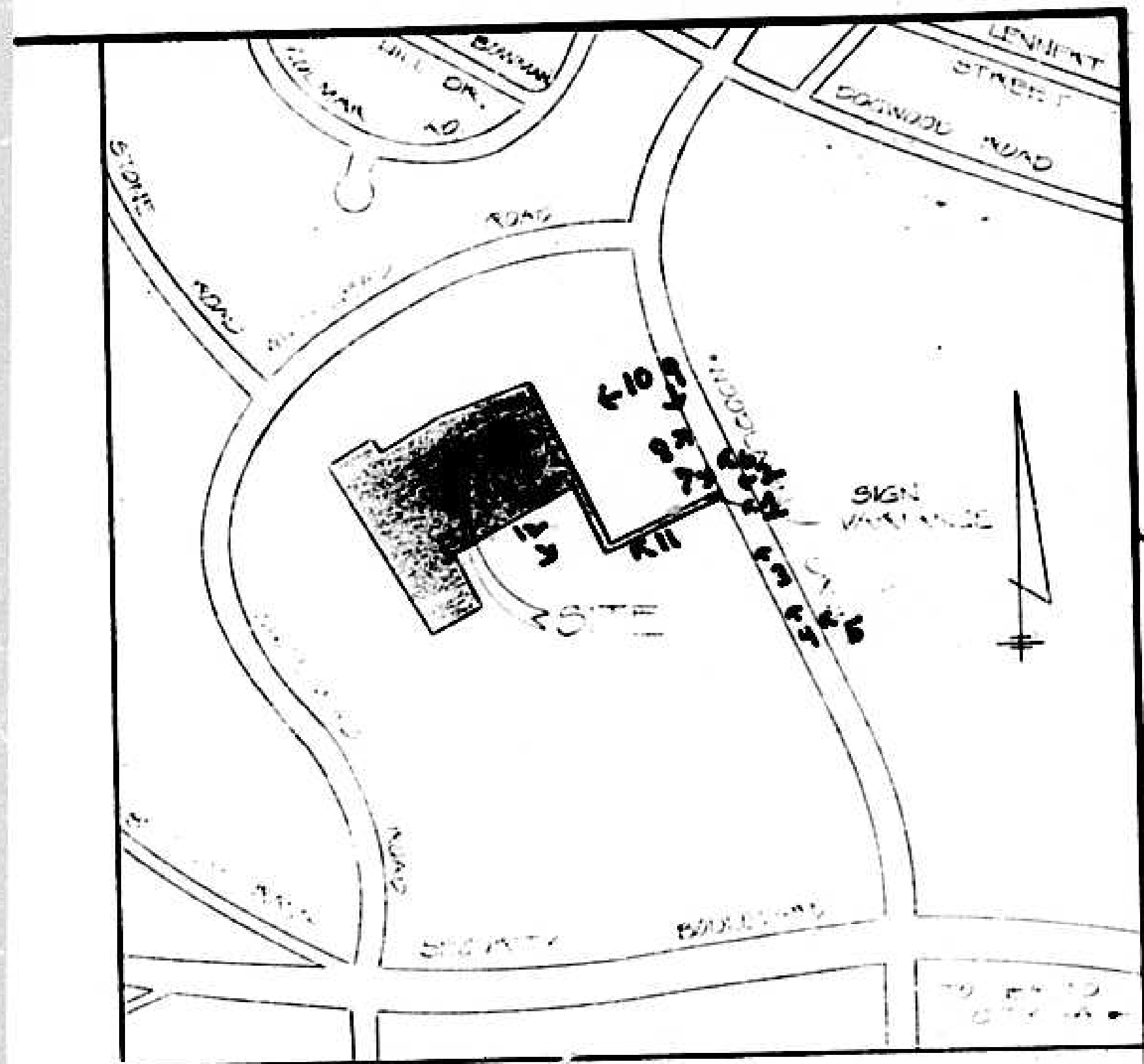
LEGAL DESCRIPTION OF ACCESS DRIVE (INGRESS/EGRESS
EASEMENT) IN MEADOWS INDUSTRIAL PARK, WOODLAWN DRIVE,
BALTIMORE COUNTY, MARYLAND

BEGINNING on the southwest side of Woodlawn Drive at the point designated "76" as shown on the "Plat of Resubdivision of Part of Parcel F, Meadows Industrial Park", recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 53, folio 61, running thence binding on the southwest side of said Woodlawn Drive (1) South 25 degrees 29 minutes 34 seconds East 70.00 feet, thence (2) South 64 degrees 30 minutes 26 seconds West 370.00 feet to the easternmost corner of the 2.2591 acre parcel to be designated as a no building area, thence binding on a part of the northeast outline of said 2.2591 acre parcel (3) North 25 degrees 29 minutes 34 seconds West 70.00 feet, thence to and along the North 64 degrees 30 minutes 26 seconds East 350.00 foot line as shown on said plat (4) North 64 degrees 30 minutes 26 seconds East 370.00 feet to the place of beginning.

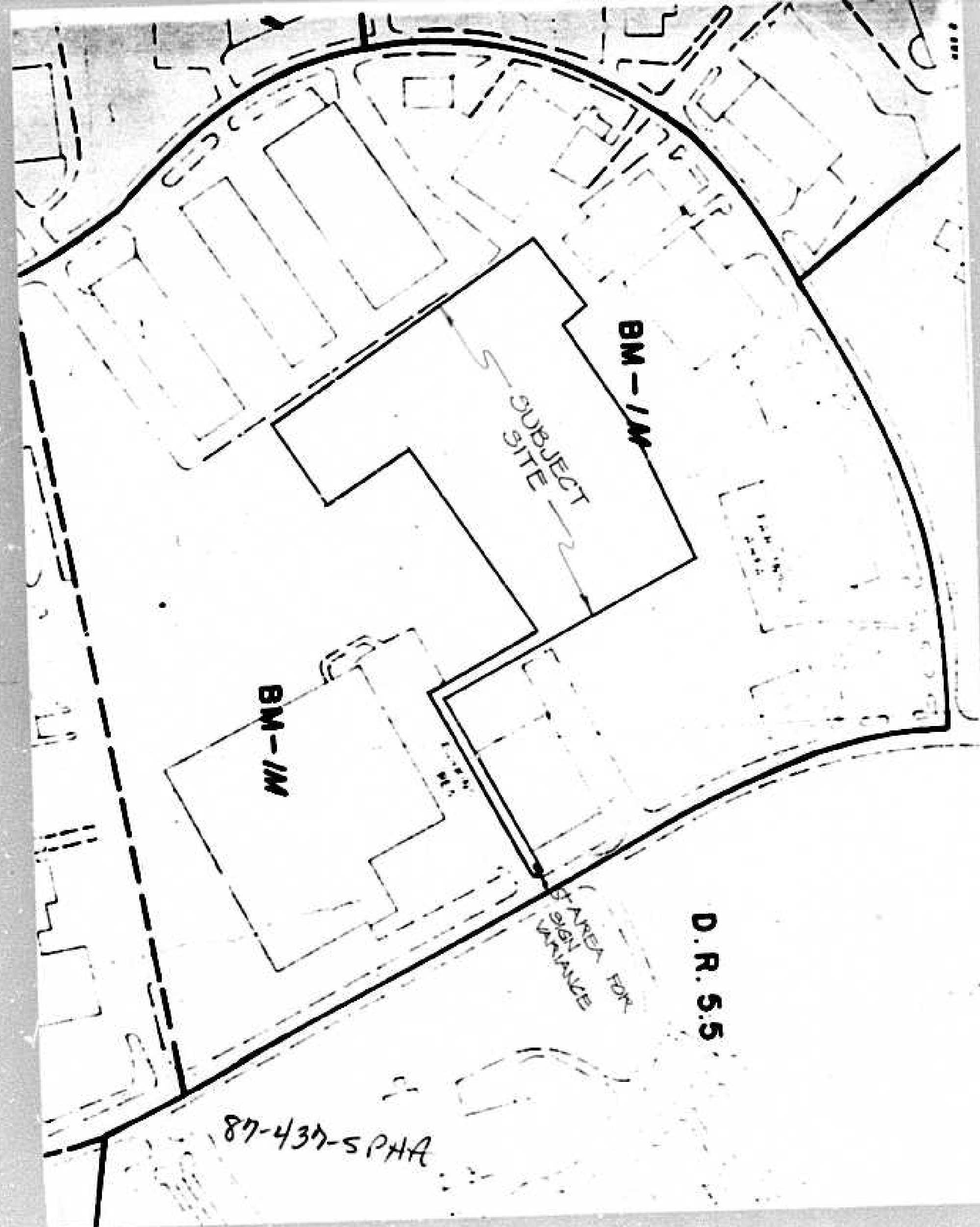
CONTAINING 0.5946 of an acre of land.

EXHIBIT B
Site Plan

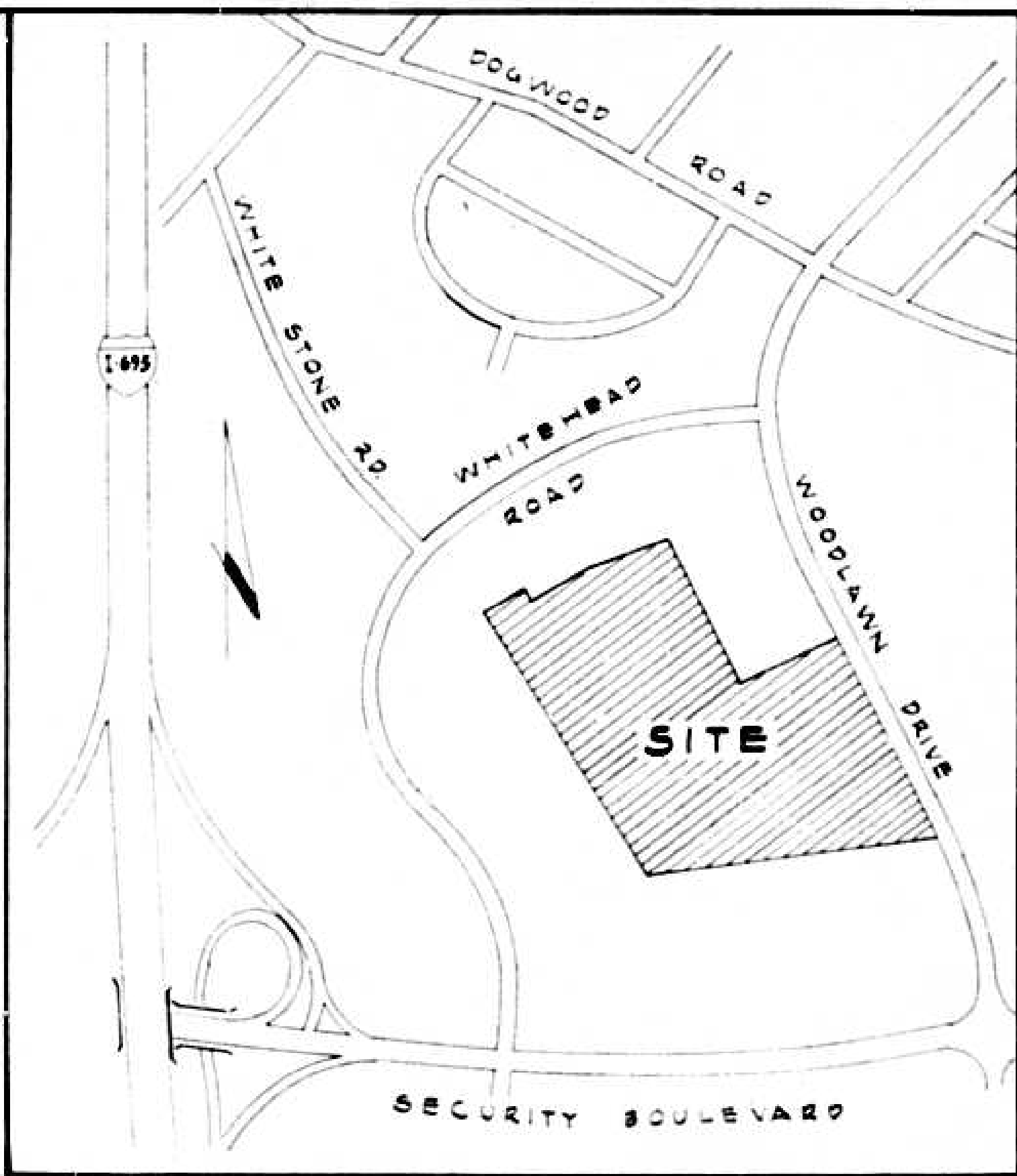
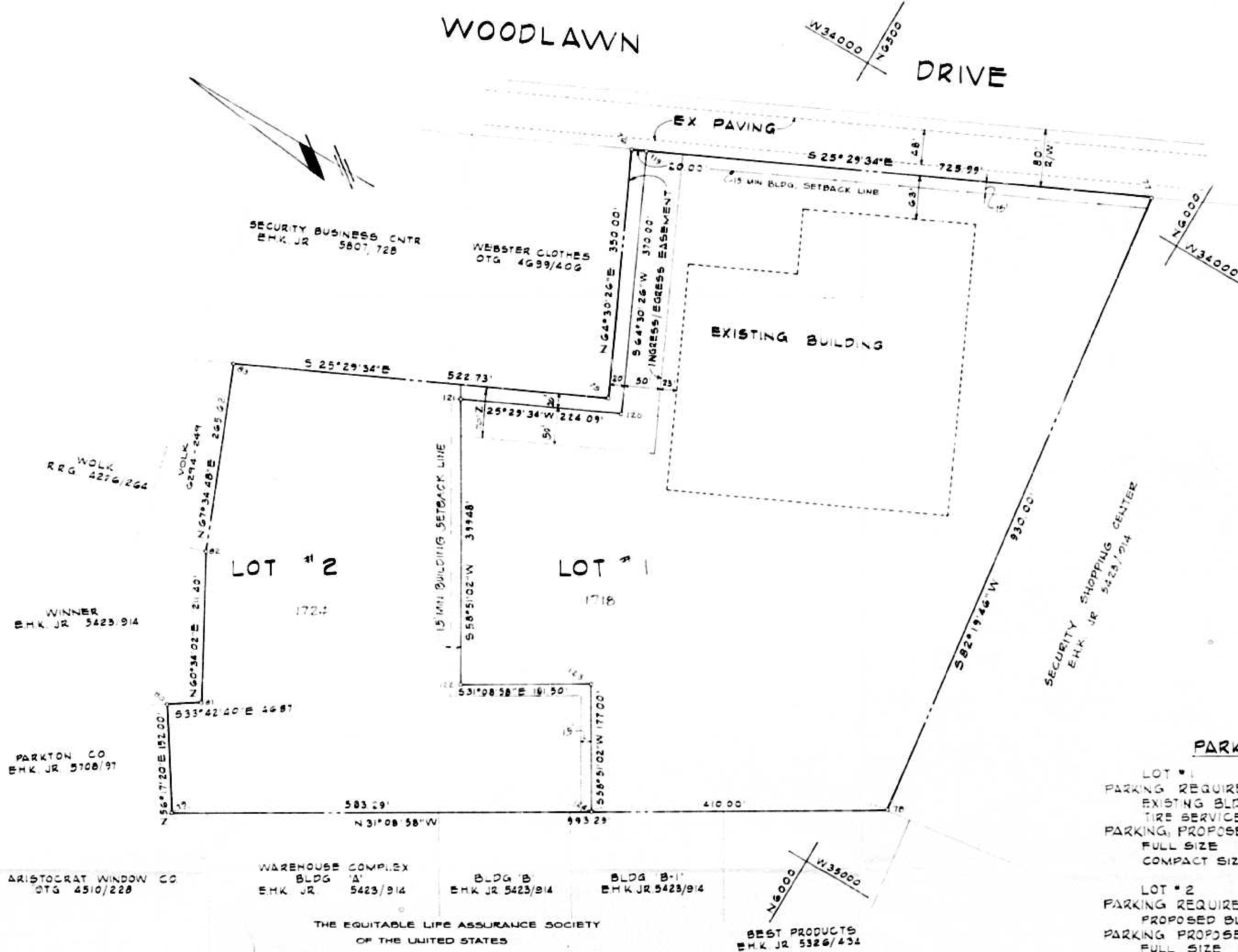




5



COORDINATES		
NO	NORTH	WEST
75	6569.29	34586.67
76	6719.92	34210.73
77	6064.62	33958.29
78	5940.49	34619.96
79	6790.57	33593.76
80	6674.50	33267.32
81	6853.94	33241.31
82	6939.82	33027.20
83	7041.13	34811.65
119	6701.88	34262.14
121	6744.90	34692.57
122	6838.26	35034.45
123	6882.93	34940.36
124	6291.57	35042.04
120	6542.63	34596.12



LOCATION MAP
SCALE: 1"=500'

GENERAL NOTES

- TOTAL AREA OF PLAT 19.55 AC.
- LOT 1 13.47 AC.
- LOT 2 6.08 AC.
- EXISTING ZONING BM/34
- CRG PLAN APPROVED JANUARY 24, 1985.
- ROAD AND ROAD WIDENING, SLOPE, DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON ARE RESERVED UNTO THE DEVELOPER AND ARE HEREBY OFFERED FOR DEDICATION TO BALTIMORE COUNTY, MARYLAND. THE DEVELOPER, HIS PERSONAL REPRESENTATIVES AND ASSIGNS SHALL CONVEY SAID AREAS BY DEED TO BALTIMORE COUNTY, MARYLAND AT NO COST.
- THE RECORDING OF THIS PLAT DOES NOT CONSTITUTE OR IMPLY ACCEPTANCE BY BALTIMORE COUNTY OF ANY STREET, PARK, OPEN SPACE, OR OTHER PUBLIC AREAS SHOWN ON THIS PLAT.
- THE RECORDING OF THIS PLAT DOES NOT GUARANTEE INSTALLATION OF STREET OR UTILITIES BY BALTIMORE COUNTY.
- THE INFORMATION SHOWN ON THIS PLAT MAY BE SUSPENDED BY A SUBSEQUENT OR AMENDED PLAT.
- ADDITIONAL INFORMATION CONCERNING THIS PLAT MAY BE OBTAINED FROM THE OFFICE OF PLANNING AND ZONING AND THE DEPARTMENT OF PUBLIC WORKS.
- THIS PLAT MAY EXPIRE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 22-68, BILL #56-82.
- SEWER DRAINAGE AREA - "DEAD RUN"

PETITIONER'S EXHIBIT 3

PARKING DATA

- LOT #1
PARKING REQUIRED
EXISTING BLDG AREA - 143,425 - 200 - 7171 PS
TIRE SERVICE AREA - 2,400 - 300 - 5 PS
PARKING PROPOSED
FULL SIZE 779 PS
COMPACT SIZE 112 PS
- LOT #2
PARKING REQUIRED:
PROPOSED BLDG AREA - 56,450 - 200 - 2823 PS
PARKING PROPOSED:
FULL SIZE 296 PS
COMPACT SIZE 50 PS

PLAT OF RESUBDIVISION OF PART OF PARCEL "F" MEADOWS INDUSTRIAL PARK 1ST ELECTION DISTRICT BALTIMORE COUNTY, MD. PLAT BOOK EHK JR. 47/59 DEED REF G958/337 SCALE: 1"=100' JUNE 24, 1985

OWNER
FACE MEMBERSHIP WAREHOUSE, INC.
3350 PEORIA STREET
AURORA, CO. 80010

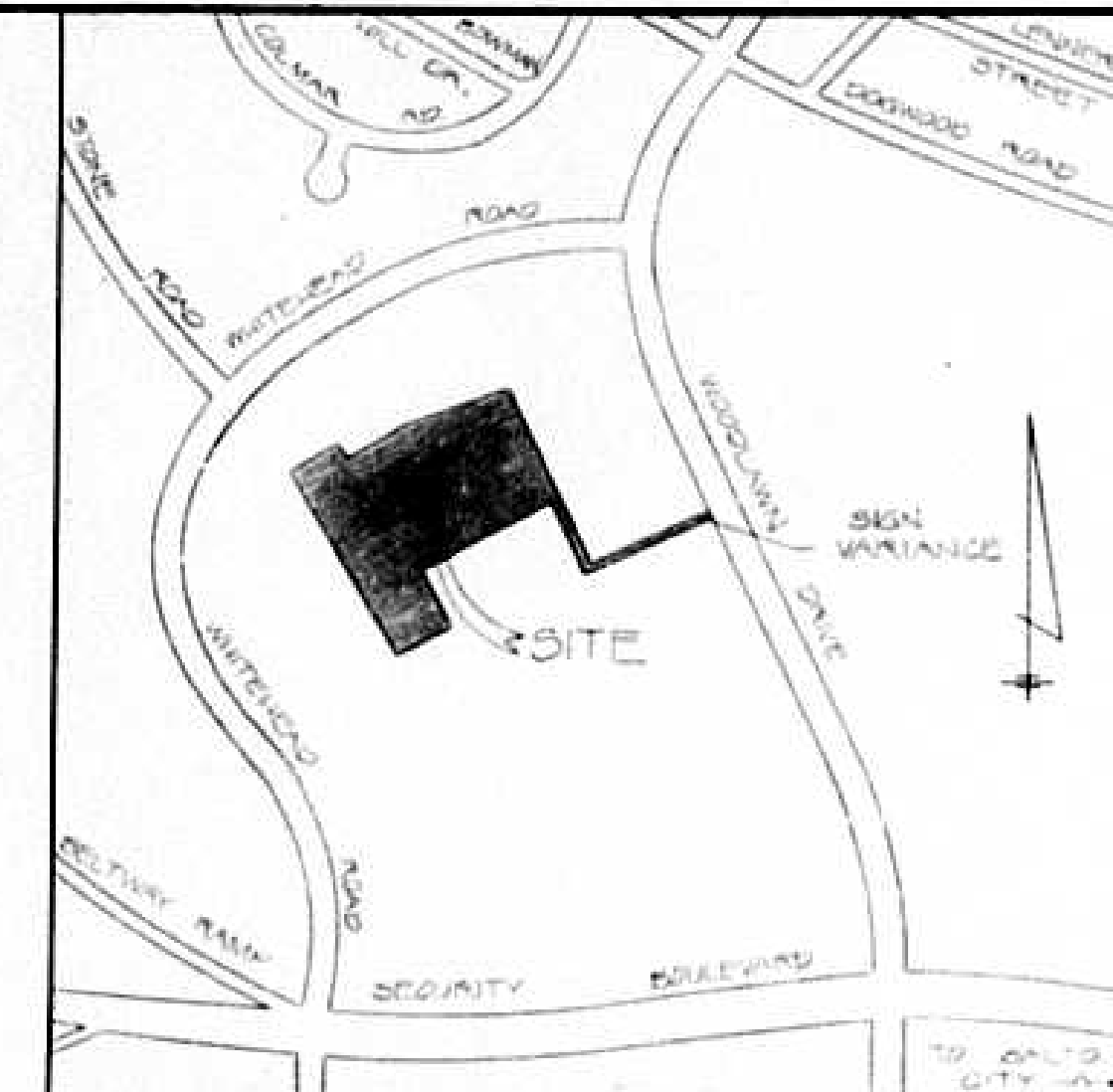
APPROVED: DEPARTMENT OF HEALTH <i>[Signature]</i> DATE: 6/22/85 DEPUTY STATE & COUNTY HEALTH OFFICER	NOTE: STREETS AND ROADS shown hereon and mention thereof in deeds are for purposes of description only, and the same are not intended to be dedicated to public use; the fee simple title to the lands thereof is expressly reserved in the grantors of the deed to which this plat is attached, their heirs and assigns.	NOTE: COORDINATES and BEARINGS shown on this plat are referred to by the system of coordinates established in The Baltimore County Metropolitan District and are based on the following traverse stations: X-5405 NORTH 5949.20 WEST -3383.137 X-5407 6564.23 -34179.08	OWNERS CERTIFICATE THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT HEREBY CERTIFIES THAT, TO THE BEST OF ITS KNOWLEDGE, THE REQUIREMENT OF SUBSECTION (3) OF SECTION 3-108 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, HAS BEEN COMPLIED WITH, INsofar AS SAME CONCERNS THE MAKING OF THE PLAT AND THE SETTING OF THE MARKERS. <i>[Signature]</i> 6/14/85 OWNER	SURVEYORS CERTIFICATE THE UNDERSIGNED, A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, DOES HEREBY CERTIFY THAT HE IS THE SURVEYOR WHO PREPARED THIS PLAT AND THAT THE LAND SHOWN ON THIS PLAT HAS BEEN LAID OUT AND THE PLAT THEREOF HAS BEEN PREPARED IN COMPLIANCE WITH SUBSECTION (3) OF SECTION 3-108 OF THE REAL PROPERTY ARTICLE OF ANNOTATED CODE OF MARYLAND, PARTICULARLY INsofar AS SAME CONCERNS THE MAKING OF THE PLAT AND THE SETTING OF THE MARKERS. <i>[Signature]</i> 6/14/85 REGISTERED LAND SURVEYOR	APPROVED: DEPARTMENT OF PUBLIC WORKS <i>[Signature]</i> DATE: 6/22/85 DIRECTOR
APPROVED: OFFICE OF PLANNING AND ZONING <i>[Signature]</i> DATE: 6/22/85 DIRECTOR	KIDDE CONSULTANTS, INC. ENGINEERS • ARCHITECTS • PLANNERS 1020 CROMWELL BRIDGE ROAD TOWSON, MARYLAND 21204 COMPUTED: DRAWN: C.A.G. CHECKED: J.O. • 01-84213				

PACIFIC COAST REALTY CORP
ARISTOCRAT WINDOW CO. OF BALTO INC.
1/4 MORADUX LLC

SAMUEL B. STEINBERG
6962-218

EQUITABLE LIFE ASSURANCE
SOCIETY OF U.S.
5425 - 914

WOLK PRINTING CO
4226-264



LOCATION PLAN
SCALE: 1"=50'

GENERAL NOTES

1. AREA OF SITE EQUALS 6,000 SQ. FT.
2. EXISTING ZONING OF SITE IS "BM-1W"
3. EXISTING USE OF SITE "NEIGHBORHOOD SHOPPING CENTER"
4. SITE HAS PUBLIC UTILITIES
5. SITE IS LOCATED IN THE "DEAD END" DRAINAGE AREA
6. PETITIONER IS REQUESTING A VARIANCE TO SECTION 415.2 (2) OF THE "BZM" TO PERMIT A SECOND IDENTIFICATION SIGN TO HAVE A TOTAL OF 402.86 SQ. FT. OF SIGN AREA (INCLUDING BOTH SIDES) INSTEAD OF THE ALLOWED 200.00 SQ. FT. (A VARIANCE OF 169.86 SQ. FT.) OPPOSITE RESIDENTIALLY ZONED PREMISES IN LIEU OF THE REQUIRED COMMERCIAL ZONED PREMISES
7. AREA OF SIGN VARIANCE EQUALS 300.86 SQ. FT.

PAGE

MEMBERSHIP WAREHOUSE

ENTRANCE IN REAR

INFORMATION SIGN (D.B.L. PAGE)

102.54 SQ. FT. EA. FACE

EXISTING SIGN FOR WAREHOUSE

SCALE: 1/4"=1'-0"

TOTAL AREA OF SIGN (BOTH PAGES) = 116.85 SQ. FT.

IDENTIFICATION SIGN (D.B.L. PAGE)
54.13 SQ. FT. PER FACE

NOTE: TOTAL SIGN AREA BOTH PAGES
402.86 SQ. FT. SEE NOTE 6

DIRECTORY SIGN (D.B.L. PAGE)
98.40 SQ. FT. EA. PANEL

EXISTING SIGN FOR PACE PLAZA

SCALE: 1/4"=1'-0"

1 STORY STUCCO BLDG - OFFICE USE

5'-0" PARCEL FOR SIGN VARIANCE 300.86 SQ. FT.

EXISTING ZONING "BM-1W"

EXISTING SIGN FOR WAREHOUSE

EXISTING SIGN FOR WAREHOUSE

EXISTING SIGN FOR WAREHOUSE

EXISTING SIGN FOR WAREHOUSE

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EXISTING SIGN FOR WAREHOUSE

EXISTING SIGN FOR WAREHOUSE

PLAT TO ACCOMPANY PETITION FOR SIGN VARIANCE

PAGE PLAZA

1724 WOODLAWN DRIVE

BALTIMORE COUNTY, MD

DATE: OCT 24, 1990

- REASONS FOR SIGN VARIANCE
1. TO ALLOW AN EXISTING SIGN WHICH IS A COMBINATION IDENTIFICATION & DIRECTORY SIGN TO REMAIN AS IT IS THE ONLY MEANS OF TELLING THE PUBLIC WHERE THE SHOPPING CENTER IS LOCATED AND WHAT STORES ARE IN THE CENTER.
 2. TO ALLOW THE EXISTING SIGN TO REMAIN SO THAT ALL TENANTS CAN HAVE THEIR STORE NAME ON THE SIGN OF SUFFICIENT SIZE SO THAT IT CAN BE READ BY THE MOTORING PUBLIC BEFORE THEY MUST TURN INTO THE ENTRANCE TO THE CENTER.

KIDDE
CONSULTANTS, INC.

CONSULTING ENGINEERS
1020 CROMWELL BRIDGE RD
BALTIMORE, MARYLAND 21224

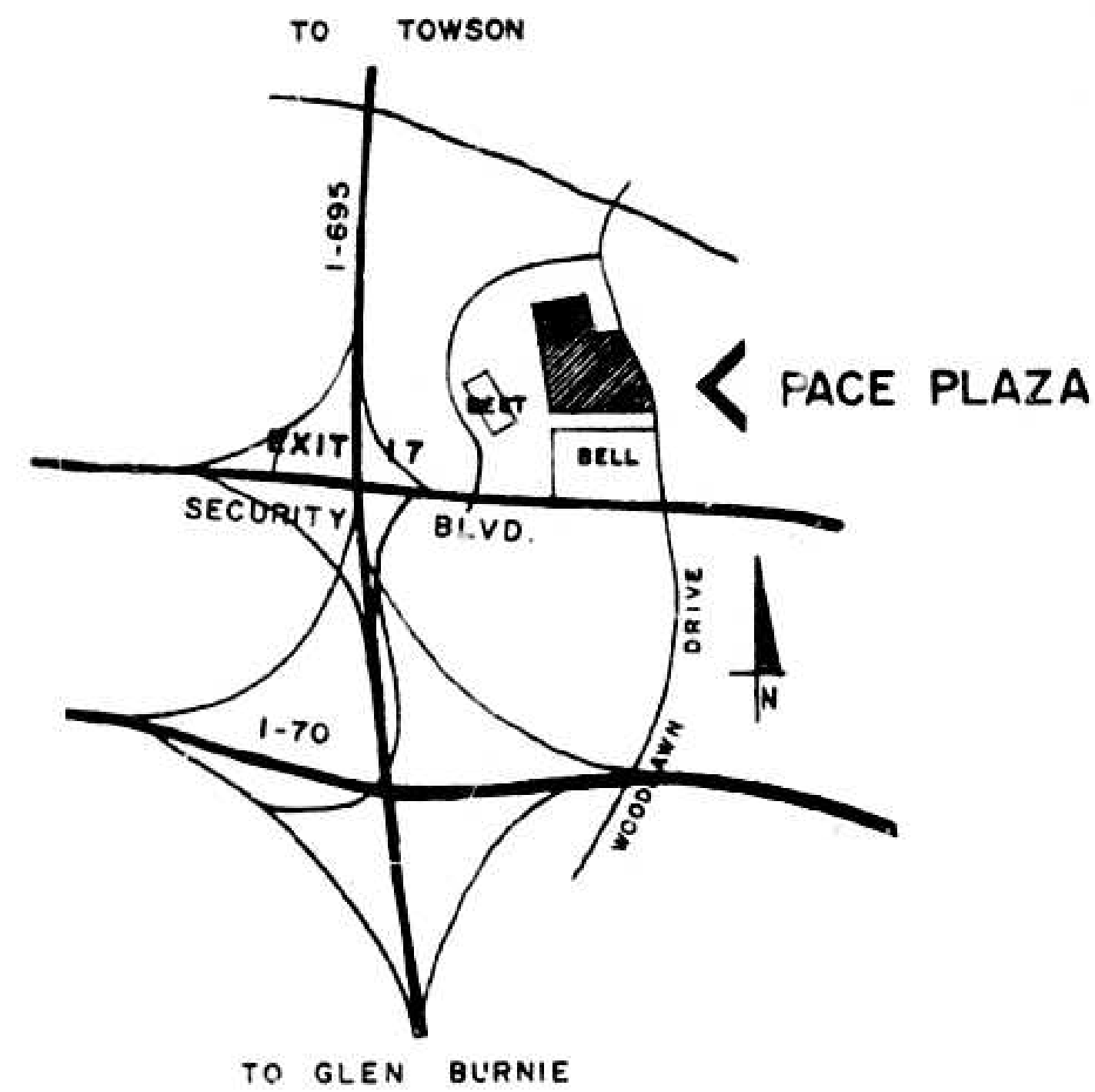


NO.	REVISION	DATE
1	REVISION NOTE 6 ADDED "PAGE SIGN"	1-7-87
2		
3		
4		
5		
6		
7		
8		
9		
10		

12/23/87

BEST PRODUCTS

4MJS-4E/4-63



PROPOSED CROSS EASEMENT

OWNER
PACE MEMBERSHIP
WAREHOUSE INC.

OWNER
THE MEADOWS ASSOCIATES
LIMITED PARTNERSHIP
LOT 2

PACE PLAZA

W. BELL PLAZA

PACE MEMBERSHIP
WAREHOUSE

RETAIL STORE

LOT NO. 1

LOADING AREA

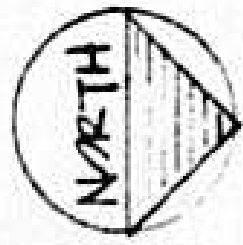
EX "PACE MEMBERSHIP
WAREHOUSE" SIGN

EX "PACE PLAZA" SIGN

NOTES

1. FOR DETAILS OF SIGNS SEE PLAT TO ACCOMPANY PETITION FOR SIGN VARIANCES DATED OCT. 24, 1996 PREPARED BY KIDDE CONSULTANTS, INC.
2. PROPERTY SHOWN & RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY, MD. IN PLAT BOOK 5 H.K. JR. 55-61, RECORDED JUNE 27, 1995

TO SECURITY BOULEVARD



KIDDE CONSULTANTS, INC.
CONSULTING ENGINEERS
BALTIMORE, MARYLAND

TO ACCOMPANY PETITION FOR SPECIAL HEARING & SIGN VARIANCES

EXHIBIT "A"

PACE PLAZA

BALTIMORE COUNTY, WOODLAWN MARYLAND

SCALE: 1" = 50'

JOB NUMBER
1-84213