IN RE: PETITION FOR VARIANCE SW/Corner Eastern Avenue and Margaret Avenue (515 Eastern Avenue) 15^{th} Election District 5^{th} Councilmanic District Bissell Family, L.L.C., Owners; Baltimore County Savings Bank, Contract Purchasers - Petitioners	* * * * *	BEFORE THE ZONING COMMISSIONER OF BALTIMORE COUNTY Case No. 00-142-A

* * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Variance filed by the owners of the subject property, Bissell Family, L.L.C., by William Bissell, Jr., Member, and the Contract Lessees, Baltimore County Savings Bank, through their attorney, David M. Meadows, Esquire. The Petitioner seeks relief from the Baltimore County Zoning Regulations (B.C.Z.R.) as follows: From Section 238.1 to permit a canopy (open projection) with a front property line setback of 0 feet in lieu of the required 25 feet, and a centerline setback of 16 feet in lieu of the required 50 feet; from Section 409.12 to approve a modified parking plan (i.e., stacking in a (franchised) County right-of-way area, pursuant to Section 409.12); and from Section 409.10 to permit 4 stacking spaces for the first drive-thru station in lieu of the required 5 spaces. The subject property and relief sought are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the requisite public hearing in support of the request were William Bissell, Jr., a representative of the Bissel Family, L.L.C., legal owners; Bill Looghran, a representative of Baltimore County Savings Bank, Contract Lessees; Clyde Hinkle, Professional Engineer who prepared the site plan for this property, and David Meadows, Esquire, attorney for the Petitioners. Also appearing in support of the request were Giovanni (John) Pierorazio, a representative of the Essex Revitalization Community Corporation; Tony S. Appolonia, a local resident; Jackie Nickel, President of the Essex-Middle River Civic Council; and, Abigail Byers, with the Baltimore County Office of Economic Development. There were no Protestants or other interested persons present.

Testimony and evidence received revealed that the subject property consists of approximately 2.33 acres, zoned B.R.-C.C.C., and is located on the southwest corner of the intersection of Eastern Avenue and Margaret Avenue in Essex. As shown on the site plan and in photographs of the site, the property is developed with a one-story brick building which is used for commercial purposes. Among those uses is a branch office of the Baltimore County Savings Bank. Moreover, as shown in the photographs submitted at the hearing, the property features a uniquely configured drive-thru lane adjacent to Margaret Avenue, which is a one-way street.

The Petitioners come before me seeking approval of a reconfiguration of the drive-thru lane, and certain external improvements to the building to accommodate same. The drive-thru lane will be expanded from a single lane to a double lane. Additionally, a canopy, which shields vehicles and customers during inclement weather, will be reconfigured and enlarged. The proposed improvements are more particularly shown on the site plan submitted into evidence as Petitioner's Exhibit 1, as well as a colored rendering of the proposed improvements (Petitioner's Exhibit 4), and building elevation drawings (Petitioner's Exhibit 3).

In reviewing the testimony and evidence offered it is clear that the proposed improvements have been well thought out and will promote better and safer traffic flow. Additionally, the project enjoys the support of the Baltimore County Office of Economic Development, the Essex Revitalization Community Corporation, and the Essex-Middle River Civic Council. No one appeared in opposition to the request and it appears that the proposed improvements constitute a positive step in the ongoing efforts to revitalize the Essex business community.

Baltimore County has also recommended approval by virtue of the execution of a franchise agreement entered into by the County and the Petitioners. That franchise agreement allows the drive-thru to be constructed and the use of a public road (Margaret Avenue) to accommodate same. In this regard, it was indicated that even after completion of the proposed improvements, Margaret Avenue will retain a width for public traffic in excess of 26 feet. As noted above, Margaret Avenue is a one-way street and it is obvious that the proposed improvements will not detrimentally impact traffic on that public road.

Based upon the testimony and evidence presented, I am persuaded to grant the Petition for Variance. Surely, the property is unique by virtue of its unusual configuration and proximity to Margaret Avenue, a one-way street, and its intersection with Eastern Avenue. Moreover, I am persuaded that the Petitioners have met the requirements of Section 307 of the B.C.Z.R. as they relate to the grant of variance relief. At the request of the Office of Planning within its Zoning Advisory Committee (ZAC) comment, the franchise agreement has been made a part of the record of this case (Petitioner's Exhibit 5), and is incorporated herein.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and for the reasons set forth above, the relief requested shall be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 24th day of November, 1999 that the Petition for Variance seeking relief from the Baltimore County Zoning Regulations (B.C.Z.R.) as follows: From Section 238.1 to permit a canopy (open projection) with a front property line setback of 0 feet in lieu of the required 25 feet, and a centerline setback of 16 feet in lieu of the required 50 feet; from Section 409.12 to approve a modified parking plan (i.e., stacking in a (franchised) County right-of-way area, pursuant to Section 409.12); and from Section 409.10 to permit 4 stacking spaces for the first drive-thru station in lieu of the required 5 spaces, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restriction:

1) The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

ORDER RECEIVED FOR FILING
Date 11/24/99
By [illegible]

Baltimore County
Zoning Commissioner

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386
Fax: 410-887-3468

November 22, 1999

David M. Meadows, Esquire
4111 E. Joppa Road
Baltimore, Maryland 21236

RE: PETITION FOR VARIANCE
SW/Corner Eastern Avenue and Margaret Avenue
(515 Eastern Avenue)
15th Election District – 5th Councilmanic District
Bissell Family, L.L.C., Owners; Baltimore County Savings Bank, Lessee - Petitioners
Case No. 00-142-A

Dear Mr. Meadows:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Variance has been granted, in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Mr. William Bissell, Jr.
4009 Bay Drive, Baltimore, Md. 21221
Mr. Bill Looghran, B.C.S.B., 4111 E. Joppa Road, Baltimore, Md. 21236
Mr. Clyde Hinkle, Bafitis & Assoc., 1249 Engleberth Road, Baltimore, Md. 21221
Mr. Giovanni Prerorazio, 424 ½ Eastern Avenue, Baltimore, Md. 21221
Ms. Tony S. Appolonia, 301 S. Taylor Avenue, Baltimore, Md. 21221
Ms. Abigail Byers, Office of Economic Development
People's Counsel; Case File

Petition for Variance

to the Zoning Commissioner of Baltimore County

for the property located at 515 Eastern Boulevard, Essex, MD 21221

which is presently zoned BR-CCC

This Petition shall be filed with the Office of Zoning Administration & Development Management.

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(s)

(see continuation sheet)

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

Those reasons of hardship/and/or practical difficulty to be presented at the 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/Lessee:

Baltimore County Savings Bank, F.S.B.
(Type or Print Name)

[signature]
Signature

4111 E. Joppa Road
Address

Baltimore, MD 21236
City State Zipcode

Attorney for Petitioner:

David M. Meadows, Esquire
(Type or Print Name)

[signature]
Signature

4111 E. Joppa Road (410) 256-5000
Address Phone No.

Baltimore, MD 21236
City State Zipcode

Legal Owner(s):

Bissell Family, L.L.C.
(Type or Print Name)

[signature]
Signature

William Bissell, Jr., Member
(Type or Print Name)

Signature

4009 Bay Drive (410) 335-0998
Address Phone No.

Baltimore, MD 21221
City State Zipcode

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

Name

Address Phone No.

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING 1 1/2 hrs

unavailable for Hearing

the following dates ______ Next Two Months

ALL ✓ OTHER ______

REVIEWED BY: [initials] DATE 10-5-99

\# 142

ORDER RECEIVED FOR FILING
Date 11/24/99
By [signature]

Zoning Administration & Development Management

CONTINUATION SHEET

ZONING VARIANCES REQUESTED
515 Eastern Boulevard, Essex, Maryland

1. Sect. 238.1, to allow a canopy (open projection) with a 0 ft. setback to front property line and a 16' setback to centerline in lieu of 25 ft. and 50 ft. respectively. To be approved as shown on the accompanying site plan.

2. Sect. 409.12 to approve a modified parking plan (i.e.: stacking in a (franchised) county right-of-way area per section 409.12.

3. Sect. 409.10 to permit 4 stacking spaces for the first drive-thru station in lieu of the required 5 stacking spaces.

S:Legal/Essex4

142

Bafitis & Associates, Inc.

ZONING DESCRIPTION
FOR
515 EASTERN AVENUE

Beginning for the same at a point located at the intersection of the South right-of-way line of Eastern Avenue, 80 feet wide, and the West right-of-way line of Margaret Avenue, 50 feet wide; thence running and binding on the West right -of-way line of said Margaret Avenue South 27°-05'-32" East 31.24; thence leaving the West right-of-way line of said Margaret Avenue and running within the bed of said Margaret Avenue the following three courses and distances, vis; 1) North 62°-54'-28" East 12.94', thence 2) South 27°-05'-32" East 113.76', thence 3) South 62°-54'-28" West 12.94', to the West right-of-way line of said Margaret Avenue, thence leaving said Margaret Avenue and running and binding on the North Side of a 10' wide Alley South 62°-54'-28" East 54.55', thence leaving said Alley North 27°-05'-32" West 145.00' to the South right-of-way line of said Eastern Avenue, thence running binding on the South right-of-way line of Eastern Avenue North 62°-54'-28" East 54.55' to the point of beginning.

Containing 9,322 Square Feet or 0.213 Ac. more or less.

STATE OF MARYLAND
WILLIAM N. BAFITIS
NO. 11641
REGISTERED
PROFESSIONAL ENGINEER

00-142-A

#142

William N. Bafitis P.E.

William N. Bafitis, P.E. MD Reg.#11641

9/13/99

Date

Civil Engineers / Land Planners / Surveyors - 1249 Engleberth Road / Baltimore, Maryland 21221 / 410-391-2336

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

Case 00-142-A

No. 073210

DATE 10-5-99 ACCOUNT R-001-6150

AMOUNT $ 250.00

RECEIVED FROM: Baltimore County Savings Bank

FOR: Commercial Variance filing fee
at #515 Eastern Blvd

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

PAID RECEIPT
PROCESS ACTUAL TIME
10/05/1999 10/05/1999 10:32:26
REG WS05 CASHIER PWES PEU MRAMEP
Dept 5 528 ZONING VERIFICATION
Receipt # 100051 OFLN
CR NO. 073210
Recpt Tot 250.00
250.00 CK .00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #00-142-A
515 Eastern Boulevard
SWC Eastern Boulevard and Margaret Avenue
15th Election District - 5th Councilmanic District
Legal Owner(s): Bissell Family, LLC
Contract Purchaser(s): Baltimore County Savings Bank, F.S.B.

Variance: To allow a canopy (open projection) with a 0 ft. setback to front property line and a 16 ft. setback to centerline in lieu of 25 ft. and 50 ft. respectively; to approve a modified parking plan; to permit 4 stacking spaces for the first drive-thru station in lieu of the required 5 stacking spaces.

Hearing: Wednesday, November 17, 1999 at 9:00 a.m. in Room 106, County Office Building, 111 West Chesapeake Avenue.

LAWRENCE E. SCHMIDT
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-4386.
(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

10/271 October 28 C349790

CERTIFICATE OF PUBLICATION

TOWSON, MD., 10/28, 1999

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 10/28, 1999

THE JEFFERSONIAN,

S. Wilkinson

LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE: CASE # 00-142-A
PETITIONER/DEVELOPER:
(Balto. Co. Sav. Bank)
DATE OF Hearing
(Nov. 17, 1999)

Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Ave.
Towson, Maryland 21204

ATTENTION : MS. GWENDOLYN STEPHENS

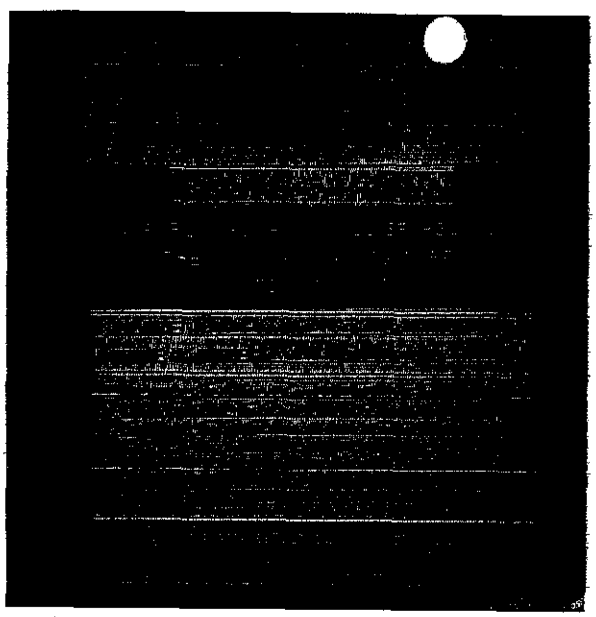
LADIES AND GENTLEMEN:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property located at

515 Eastern Boulevard Baltimore, Maryland 21221__

____

The sign(s) were posted on______ 11-1-99 ______________________
(Month, Day, Year)



Sincerely,

11/1/99
(Signature of Sign Poster & Date)

______Thomas P. Ogle, Sr.______

______325 Nicholson Road______

___Baltimore, Maryland 21221___

_______(410)-687-8405_______
(Telephone Number)

RE: PETITION FOR VARIANCE 515 Eastern Boulevard, SWC Eastern Blvd and Margaret Ave 15th Election District, 5th Councilmanic Legal Owner: Bissell Family, LLC Contract Purchaser: Baltimore County Savings Bank FSB Petitioner(s)	* * * * *	BEFORE THE ZONING COMMISSIONER FOR BALTIMORE COUNTY Case No. 00-142-A

* * * * * * * * * * * * * *

ENTRY OF APPEARANCE

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

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio
CAROLE S. DEMILIO
Deputy People's Counsel
Old Courthouse, Room 47
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of October, 1999 a copy of the foregoing Entry of Appearance was mailed to David Meadows, Esq., Moore, Carney, Ryan and Lattanzi, 4111 E. Joppa Road, Baltimore, MD 21236, attorney for Petitioners.

Peter Max Zimmerman
PETER MAX ZIMMERMAN

Baltimore County
Department of Permits and
Development Management

Director's Office
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
410-887-3353
Fax: 410-887-5708

October 22, 1999

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

<u>CASE NUMBER:</u> 00-142-A
515 Eastern Boulevard
SWC Eastern Boulevard and Margaret Avenue
15th Election District - 5th Councilmanic District
Legal Owner(s): Bissell Family, LLC
Contract Purchaser(s): Baltimore County Savings Bank, F.S.B.

<u>VARIANCE:</u> To allow a canopy (open projection) with a 0 ft. setback to front property line and a 16 ft. setback to centerline in lieu of 25 ft. and 50 ft. respectively; to approve a modified parking plan; to permit 4 stacking spaces for the first drive-thru station in lieu of the required 5 stacking spaces.

<u>HEARING:</u> WEDNESDAY, NOVEMBER 17, 1999 at 9:00 A.M. IN ROOM 106 COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVENUE.

Arnold Jablon
Director

cc: Bissell Family, LLC
David M. Meadows, Esq.

NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY NOVEMBER 2, 1999.
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

TO: PATUXENT PUBLISHING COMPANY
October 28, 1999 Issue - Jeffersonian

Please forward billing to:

David M. Meadows, Esq.
c/o Baltimore County Savings Bank, FSB
4111 E. Joppa Road
Baltimore, MD 21236

410-256-5000

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 00-142-A
515 Eastern Boulevard
SWC Eastern Boulevard and Margaret Avenue
15th Election District - 5th Councilmanic District
Legal Owner(s): Bissell Family, LLC
Contract Purchaser(s): Baltimore County Savings Bank, F.S.B.

VARIANCE: To allow a canopy (open projection) with a 0 ft. setback to front property line and a 16 ft. setback to centerline in lieu of 25 ft. and 50 ft. respectively; to approve a modified parking plan; to permit 4 stacking spaces for the first drive-thru station in lieu of the required 5 stacking spaces.

HEARING: WEDNESDAY, NOVEMBER 17, 1999 at 9:00 A.M. IN ROOM 106 COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVENUE.

Lawrence E. Schmidt
Lawrence E. Schmidt

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 00-142-A

Petitioner: ~~Baltim~~ Bissell Family, LLC

Address or Location: 515 Eastern Blvd., Essex Md. 21221

PLEASE FORWARD ADVERTISING BILL TO:

Name: David Meadows c/o Baltimore Co. Saving Bank

Address: 4111 E Joppa Rd, Suite 300

Baltimore, Md. 21236

Telephone Number: (410) 256-5000

00-142-A

Revised 2/20/98 - SCJ

Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmlandacq@co.ba.md.us

November 12, 1999

Mr. David M. Meadows
4111 E. Joppa Road
Baltimore, MD 21236

Dear Mr. Meadows:

RE: 00-142-A , 515 Eastern Boulevard

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on .

The Zoning Advisory Committee (ZAC), which consists of representatives from several Baltimore County approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

W. Carl Richards Jr /rsj

W. Carl Richards, Jr.
Zoning Supervisor
Zoning Review

WCR:rsj

Enclosures

Baltimore County
Fire Department

Office of the Fire Marshal
700 East Joppa Road
Towson, Maryland 21286-5500
410-887-4880

November 29, 1999

RECEIVED JAN 06 2000

Department of Permits and
Development Management (PDM)
County Office Building, Room 111
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

ATTENTION: Gwen Stephens

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF OCTOBER 25, 1999

Item No.: See Below

Dear Ms. Stephens:

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

8. The Fire Marshal's Office has no comments at this time, IN REFERENCE TO THE FOLLOWING ITEM NUMBERS:

130, 131, 133, 134, 135, 137, 140, 142 143, 144, 148, 149, 150, 151, 152,

REVIEWER: LIEUTENANT HERB TAYLOR, Fire Marshal's Office
PHONE 887-4881, MS-1102F

File

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits & Development
Management

Date: November 4, 1999

FROM: Robert W. Bowling, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
for November 1, 1999
Item Nos. 130, 131, 132, 133, 134,
135, 136, 137, 138, 140, 141, 142,
144, 145, 146, 148, 149, 150, 152,
153, and 154

The Bureau of Development Plans Review has reviewed the subject zoning items, and we have no comments.

RWB:HJO:jrb

cc: File

ZAC11019.NOC

110/11/17

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits and
Development Management

DATE: November 8, 1999

FROM: Arnold F. 'Pat' Keller, III, Director
Office of Planning

-9

SUBJECT: 515 Eastern Boulevard

INFORMATION:

Item Number: 142

Petitioner: Baltimore County Savings Bank, F.S.B. Contract Purchaser

Zoning: BR-CCC

Requested Action: Variance

SUMMARY OF RECOMMENDATIONS:

The plan accompanying the request proposes an addition to a drive-thru station that would project into the adjacent roadway. On August 18, 1999, the Office of Planning received a request for a franchise within the Baltimore County owned right-of-way. This office supported the granting of the subject franchise agreement.

The Office of Planning recommends to the Zoning Commissioner that the petitioner be required to amend the plat accompanying the petition to indicate the outcome of the County's ultimate decision regarding the franchise request.

Section Chief: Jeffrey W. Long

AFK/JL

C:\JEFF_L\142.doc

Maryland Department of Transportation
State Highway Administration

Date: 8.25.99

Ms. Gwen Stephens
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 142 JJS

Dear Ms. Stephens:

We have reviewed the referenced item and have no objection to approval, as a field inspection reveals that the existing entrance(s) on to MD/~~US~~ 150 are acceptable to the State Highway Administration (SHA) and this development is not affected by any SHA projects.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

L. J. Gredlein

for Kenneth A. McDonald Jr., Chief
Engineering Access Permits Division

Eastern Baltimore Area
EBA
Chamber of Commerce
Opening Doors For Business
Since 1946

Atrium Offices at Eastpoint Mall
7835 Eastern Avenue,
Suite 302
Baltimore, MD 21224

410.282.9100
Fax 410.284.9864
Web-site: http://www.ebacc.org
E-mail: info@ebacc.org

11/10/99
cy
wcl
for file

File.

COPY

November 8, 1999

Mr. Lawrence E. Schmidt
Zoning Commissioner Baltimore County
County Courts Building
401 Bosley Ave. – Suite 405
Towson, MD 21204

Dear Commissioner Schmidt:

The Eastern Baltimore Area Chamber of Commerce supports the setback variance request of the Baltimore County Savings Bank for their branch located at Eastern Blvd. and Margaret Ave. The hearing date for this variance request, case number 00-142-A, is November 17, 1999.

This bank branch is located at 515 Eastern Blvd. in the heart of Essex which has been designated both a Revitalization Area and a Community Conservation Area. The placement of this bank will greatly enhance both of these efforts of redevelopment, providing a much-needed service to the area and bringing customers to this block on Eastern Blvd.

The bank's request to reduce the setback on Margaret Ave. allowing a double drive through lane and canopy and a modified parking plan are very important in today's banking climate.

Thank you for your kind consideration of this matter.

Sincerely,

PW

Patricia A. Winter
Executive Director

★ Canton
★ Dundalk
★ East Baltimore
★ Edgemere
★ Essex
★ Fells Point
★ Highlandtown
★ Kingsville
★ Middle River
★ Parkville
★ Perry Hall
★ Rosedale
★ Rossville
★ White Marsh

Essex Revitalization Community Corporation
1015A Old Eastern Avenue
Baltimore, Maryland 21221
(410) 687-9080

November 16, 1999

Zoning Commissioner
Baltimore County Office Building
Towson, Maryland 21204

Dear Sir:

The Essex Revitalization Community Corporation (ERCCO) is a Federally tax exempt community charitable organization, chartered under the laws of Maryland. One of ERCCO's main objectives is to promote and assist the economic development of the Eastern Boulevard corridor of Essex, and its environs. With this objective in mind, I take this opportunity on behalf of the ERCCO's Board of Directors to express our unconditional support for the variance request desired by the Baltimore County Savings Bank, as outlined in, and limited to, the Baltimore County Zoning Variance Case: # 00-142-A.

We (the ERCCO Board) believe that the return of a bank to the 500 block of Eastern Boulevard will be a great addition to the Essex area and look forward to their participation in the life of our community.

Respectfully:

Giovanni Pierorazio

Giovanni (John) Pierorazio
Vice-president
ERCCO Board of Directors

Baltimore County Government
Department of Economic Development

400 Washington Avenue
Towson, MD 21204

(410) 887-8000
Fax (410) 887-8017

MEMORANDUM

To: Arnold Jablon
Director, Baltimore County Department of Permits and Development Management

From: Andrea Van Arsdale AVA
Revitalization Director

Date: November 10, 1999

Re: 515 Eastern Boulevard- Case No. 00-142-A

The Department of Economic Development supports the requested variance for the above noted case The site is located within the County designated Essex Commercial Revitalization District, which has been a target for business revitalization efforts. Over the past decade, the 500 block of Eastern Boulevard has been underutilized and allowed to deteriorate. New ownership has changed this direction with a strong approach to successful community-based tenanting. Baltimore County Savings Bank will fill the critical corner space and attract additional complementary tenants. The Department of Economic Development has been active throughout the redevelopment of the 500 block Eastern Boulevard and believes this use is necessary to effectively revitalize the area.

The Variance requested would permit a modified parking plan, canopy, and 4 stacking spaces for the first drive through station. The Department recommends approval of the Variance for the following reasons:

- Historically, the corner space was used by a local bank. Upgrades to the current drive through area are necessary to support the bank's business activity and for it to remain competitive.

- The addition of a new business to the Essex Revitalization district, will create 5 new jobs.

- The overall project will enhance the appearance of Eastern Bouelvard, generate new income and property tax revenue and strengthen the economic viability of Essex.

If you have any questions, please call Abigail Byers of my staff at ext. 3990.

10/5

MEMO TO THE FILE

TO: ZC / Deputy ZC
From: [illegible], Planner II
Subject: Variance Case # 00-142-A

At today's 10:00 AM filing appointment with David M. Meadows, Esq., atty. for Petitioner I asked Mr. Rahee Famili, Developers Engr. Sect, to glance at the site plan as it involves a 12.94 ft x 113.76 ft. strip of Margaret Ave ~~[illegible]~~ of which a franchise agreement has been reached. Apparently this matter has been discussed at a DRC meeting. Mr. ~~Rahee~~ Famili informed Mr. Meadows that he should speak to Stephen Weber of the Balto. Co. Public Works Dept and get Mr. Weber to ~~[illegible]~~ approve & sign a copy of a site plan to bring to the hearing. ~~Mr. Famili added that [illegible]~~

00-142-A

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME	ADDRESS
- David Meadows / Bill Loughran	4111 E Joppa Rd, Balt 21236
Balt Co Savings.	
- Clyde Hinkle (Engr.)	1249 Engleberth Rd.
Bafitting Assoc	Balto. 21221
-	
William Bissell owner	In support of
513 Eastern Ave 21221	410-574 8850

Printed with Soybean Ink on Recycled Paper

PLEASE PRINT CLEARLY

CITIZEN SIGN-IN SHEET

	NAME	ADDRESS
IN SUPPORT	GIOVANNI (JOHN) PIERORAZIO	Essex Revitalization Community Corp. (ERCCO) 424½ EASTERN BLVD ESSEX MD 21221
	Abigail Byers, Revitalization Rep.	
IN Support	Jackie Nickel, President, Essex-Middle River Civic Council	721 Rockaway Beach Ave. 21221
	TONY S. APPOLONIA	301 S. TAYLOR AVENUE. LOCAL RESIDENT

PLEASE PRINT CLEARLY

BALTIMORE COUNTY REPRESENTATIVES
SIGN-IN SHEET

NAME	ADDRESS
Abigail Byers, Revit. Rep.	Dept. Economic Development / Old Court House
In Support	400 Washington Ave. ext 3990

Ad No 5

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made this 15th day of November, 1999, by and between BALTIMORE COUNTY, MARYLAND, a body corporate and politic, 400 Washington Avenue, Old Courthouse, Towson, Maryland 21204 (hereinafter the "Franchisor" or the "County"), the BISSELL FAMILY, LLC, a Maryland Limited Liability Company, 515 Eastern Boulevard, Essex, Maryland 21221 (hereinafter the "Bissell Family") and the BALTIMORE COUNTY SAVINGS BANK, F.S.B., 4111 E. Joppa Road, Suite 300, Baltimore, Maryland 21286 (hereinafter the "Bank").

RECITALS

WHEREAS, the Bissell Family is the fee simple owner of the property known and described as 515 Eastern Boulevard in Essex, Baltimore County, Maryland 21221 and has a shopping center erected thereon; and

WHEREAS, the Bissell Family and the Bank have entered into a Lease Agreement dated October 22, 1999 wherein the Bank is leasing approximately 3200 square feet of space at aforementioned Premises; and

WHEREAS, the County owns a right of way on Margaret Avenue, which is located between Maryland Avenue and Eastern Avenue, in Essex, Baltimore County, Maryland; and

WHEREAS, the Bank has made application to Baltimore County to install a curb and island with a drive-through lane for a branch bank in the bed of Margaret Avenue, and to extend an existing canopy over the adjacent Margaret Avenue right of way pursuant to the Baltimore County Code, 1988 Edition, Title 31, Article III, as amended (the "Code"); and

WHEREAS, Baltimore County has determined that the granting of the Franchise for which application has been made, for the consideration set forth herein, is expedient and proper pursuant to the Code, Title 31, Section 31-87.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

For the purposes of this Agreement, the parties hereby agree that the following terms shall have the indicated meanings:

Applicable Law means: All Federal, State Laws, County ordinances, and regulations of public authority, as well as the requirements of the Association of Fire Underwriters, or similar insurance body applicable to the Project.

Environmental Requirements means: Any federal, state or local law, statute, ordinance, or regulation; or court or administrative order or decree; or private agreement pursuant to which materials require special handling, collection, storage, treatment, or disposal.

Franchisee means: Collectively, the Bissell Family LLC, a Maryland Limited Liability Company and the Baltimore County Savings Bank, F.S.B.

Franchisor means: Baltimore County, Maryland, a body corporate and politic

Lease means: the Lease Agreement dated October 22, 1999, executed by and between the Bissell Family LLC, a Maryland Limited Liability Company and the Bank for the Premises.

Margaret Avenue Property means: part of the right of way of Margaret Avenue which is being franchised, namely, 12.41 feet +/- wide and 113.74 feet +/- long which contains 0.031 acres or 1,358.10 square feet of land. The Franchise will extend from the northwestern corner of Margaret Avenue at Eastern Avenue within the right of way, parallel to the sidewalk running south along Margaret Avenue. The alignment is shown on the drawing attached hereto as "Exhibit A" and described on the description attached hereto as "Exhibit B", both of which are incorporated by reference.

Premises means: 515 Eastern Boulevard, in Essex, Baltimore County, Maryland 21221.

Project means: installation of a curb and island with a drive-through lane by the Bank in the bed of the Margaret Avenue Property. Additionally, the Bank will extend the existing canopy in front of the Premises and over the adjacent right of way in Margaret Avenue Property which is owned by the County.

1. <u>GRANT; USE</u>

1.1 Baltimore County, acting by virtue of and pursuant to the powers and authority vested in it under and by virtue of Sections 31-86 and 31-87 of Title 31 of the Code, does hereby grant, unto Franchisee, subject to the terms of this Agreement, the franchise and right to use the road bed of Margaret Avenue as a drive-through banking area for the Premises. The Franchise is only for surface rights for access to the adjacent building owned by the Bissell Family LLC and leased to the Bank.

1.2 The Margaret Avenue Property shall be under the nonexclusive use and control of Franchisee, and others to whom they have granted said rights, for the entire Term of this Agreement and any renewal thereof. The Premises are to be used only for such purposes as stated in Paragraph 1.1 hereof and for no other purpose whatsoever.

2. TERM

The franchise rights granted herein shall be for a term of five (5) years (the "Original Term") and shall commence on the 1st day of November, 1999 and end on the 30th day of September, 2004. Provided that the Bissell Family LLC continues to own the Premises and lease it to the Bank, the Franchisee shall have the right to renew this Agreement for three (3) successive terms of five (5) years each, by giving the County at least one hundred eighty (180) days prior written notice of such intention before the expiration of the Original Term or any Renewal Term of this Agreement and complying with the requirements of the Code.

3. FRANCHISE FEE

In consideration of the grant of the franchise rights set forth in this Agreement, the Bank hereby agrees to pay unto the County an annual sum of One Thousand Three Hundred Sixty Dollars and No Cents ($1,360.00). This amount shall be re-evaluated, based on market conditions, every five (5) years. This fee shall be due and payable in a lump sum prior to the commencement of the Term and on or before the anniversary date of any Renewal Term hereof. All checks shall be made payable to "Baltimore County, Maryland" and shall be payable without any deduction or set-off whatsoever, and without demand, and mailed or personally delivered to the following address:

Office of Budget and Finance
400 Washington Avenue
Courthouse - 1st Floor
Towson, Maryland 21204

In the event the above franchise fee is more than ten (10) days late, the Bank shall pay an additional late payment equal to five percent (5%) of the delinquent franchise fee. If any check in payment of said fee is dishonored upon presentment for payment, the County shall thereafter have the right to insist that all of the Bank's future payments be made by certified check.

4. REPAIRS AND MAINTENANCE

4.1 The installation of a curb and island with a drive-through lane for the bank in the bed of Margaret Avenue Property, and the extension of the existing canopy shall be the sole responsibility of the Bank, including the cost of any and all maintenance and repairs to the same.

4.2 Franchisee agrees that the County shall have the right to maintain, repair and replace any utilities located in the Margaret Avenue Property, without any restriction as to time or place of said maintenance, repair or replacement.

5. ALTERATIONS

Except as otherwise provided for herein, Franchisee covenants that it shall not make, or suffer to be made, any alterations, additions, or improvements to the Premises without obtaining the prior written consent of the County which consent shall not be unreasonably withheld, delayed or conditioned. Any such approved alterations, renovations or improvements or other installations shall not interfere with the County's ability to perform necessary maintenance or repairs on the Margaret Avenue Property or otherwise conflict with provisions of Section 6. Franchisee shall cause all such work to be performed promptly, efficiently, competently and in a good and workmanlike manner by duly qualified and licensed persons or entities without interference with or disruption to the County or to the public.

6. COMPLIANCE WITH LAWS

6.1 Franchisee, throughout the Term and at its sole expense, in its use and possession of the Margaret Avenue Property, shall keep in force all licenses, consents and permits necessary for the lawful use of the Margaret Avenue Property for the purposes herein provided. It is understood and agreed that Franchisee, in making any alterations, additions, or repairs, as well as its use of the Margaret Avenue Property, shall comply fully with Applicable Laws, all at its expense. Franchisee covenants, at its expense, promptly to comply with and do all things required by any notice served upon it or upon the County in relation to said Margaret Avenue Property or any part thereof, from any of the departments of the County, including the Health Department and Building Engineer's Office, State of Maryland or the United States, if the same shall be caused by its use of the Margaret Avenue Property, or any alteration, addition or change thereof. Franchisee shall pay all costs, expenses, claims, fines, penalties, and damages that may, in any manner, arise out of the failure of the Franchisee to comply with this covenant.

6.2 Franchisee shall not cause or permit the escape, disposal or release of any biologically or chemically active or other Hazardous Substances, or allow the storage or use of such Hazardous Substances in any manner, or allow any such Hazardous Substances to be brought onto the Margaret Avenue Property, except in strict accordance with Environmental Requirements. Franchisee shall notify the County immediately in the event of its discovery of any Hazardous Substances which are lawfully at, upon, under or within the Margaret Avenue Property or of any notice by a governmental authority or private party alleging that a disposal of Hazardous Substances on or near the Margaret Avenue Property may have occurred. Franchisee further agrees to provide the County, upon request therefor, full and complete access to any documents or information in Franchisee's possession or control relevant to the question of the generation, treatment, storage or disposal of Hazardous Substances on or near the Margaret Avenue Property.

6.3 Franchisee shall defend, indemnify and hold the County, its employees, contractors, agents, successors and assigns, harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable attorneys' fees, arising out of any violation of or default by Franchisee in the covenants of this Section 6. The foregoing covenants and indemnifications shall survive the expiration or earlier termination of this Agreement.

7. ABANDONMENT

In the event that the Premises cease to be used as a banking institution by Baltimore County Savings Bank, F.S.B., or are not continuously used for a period of ninety (90) days or more, or are otherwise abandoned, the County may, at its option, terminate this Franchise Agreement such that it is of no further force and effect. The exercise of such option by the County shall not affect Franchisee's obligations under this Lease which shall survive the expiration or earlier termination of the Term.

8. TERMINATION, SURRENDER AND PROPERTY REMOVAL

8.1 This Agreement shall expire absolutely upon expiration of the Original Term, or any Renewal Term hereof, without the necessity of any notice or other action from or by either party hereto.

8.2 Upon the expiration or earlier termination of the Original Term or any Renewal Term of this Agreement, Franchisee shall peaceably surrender the Margaret Avenue Property.

8.3 Upon the expiration or earlier termination of the Original Term or any Renewal Term of this Agreement, Franchisee shall immediately remove all personal property which it owns from the Margaret Avenue Property and, failing to do so, the County, at its option, may either cause that property to be removed at the risk and expense of Franchisee (both as to loss and damage) in which case Franchisee hereby agrees to pay all reasonable costs and expense incurred thereby, including sums paid to store the property elsewhere, together with the costs of any repairs to the Margaret Avenue Property caused by the removal of the property.

9. RIGHT OF ENTRY

The County and its agents, servants, employees, including any builder or contractor employed by the County, shall have the absolute and unconditional right, license and permission, at any and all reasonable times, to enter the Margaret Avenue Property for any of the following purposes:

(a) to inspect the Margaret Avenue Property; or
(b) to enforce and carry out any provision of this Agreement; or
(c) for any purpose relating to the public health, safety and welfare.

10. INDEMNIFICATION

Except for the willful or grossly negligent acts or omissions of the County or its agents, employees or contractors, Franchisee hereby agrees upon acceptance of the Margaret Avenue

Property to indemnify and hold harmless the County, its officers, directors, agents and employees from and against any and all claims, losses, actions, damages, liabilities and expenses (including reasonable attorneys' fees and disbursements) that arise from or are in connection with any negligent act or omission in the use of the Margaret Avenue Property by Franchisee or anyone claiming rights through Franchisee. Franchisee shall, at its own cost and expense, upon notice thereof from the County, defend any and all actions, suits and proceedings which may be brought against the County and its officers, directors, agents or employees with respect to the foregoing. Franchisee shall pay, satisfy and discharge any and all final money judgments which may be recovered against the County and the officers, directors, agents, employees and contractors of the County in connection with the foregoing.

11. INSURANCE

11.1 At all times after the Margaret Avenue Property is accepted by the Bissell Family LLC and the Bank throughout the Original Term of this Agreement, or any Renewal term thereof, the Bissell Family LLC and the Bank will carry and maintain, at their expense:

11.1.1 comprehensive general liability insurance, including insurance against assumed or contractual liability under this Agreement, against any liability arising out of the use and occupancy of the Margaret Avenue Property and all areas appurtenant thereto, to afford protection with limits, for each occurrence, of not less than One Million Dollars ($1,000,000).00) with respect to personal injury or death, and Five Hundred Thousand Dollars ($500,000.00) with respect to property damage;

11.1.2 all-risk casualty insurance, including theft coverage, written at replacement cost value and with replacement cost endorsement, covering all of Franchisee's personal property in the Margaret Avenue Property; and

11.1.3 worker's compensation coverage in form and amounts required by law.

11.2 The company or companies writing any insurance which the Bissell Family LLC and the Bank are required to carry and maintain or cause to be carried or maintained pursuant to Section 11.1 as well as the form of such insurance, shall at all times be subject to the County's approval and shall be licensed to do business in the State of Maryland. Public liability and all-risk casualty insurance policies evidencing such insurance shall name the County and/or its designee(s) as additional insured, shall be primary and non-contributory, and shall also contain a provision by which the insurer agrees that such policy shall not be canceled, materially changed or not renewed without at least thirty (30) days advance written notice to the County. Each such policy, or a certificate thereof, shall be deposited with the County by the Bissell Family LLC and the Bank promptly upon commencement of their obligation to procure the same. If the Bissell Family LLC or the Bank shall fail to perform any of their obligations under Sections 11.1 or 11.2, the County may perform the same and the cost of same shall be deemed Additional Rent and shall be payable upon the County's demand.

12. MARGARET AVENUE; CREATION OF ONE-WAY TRAFFIC

The County hereby agrees to convert that portion of Margaret Avenue, between Maryland Avenue and Eastern Avenue, into a one-way street, with traffic only being allowed to flow in the direction from Maryland Avenue to Eastern Avenue along such portion of Margaret Avenue. The conversion of such portion of Margaret Avenue shall be maintained as one-way until the expiration or earlier termination of this Agreement.

13. DEFAULT

If the Bissell Family LLC or the Bank shall default in performing or otherwise breach any of the terms, covenants or conditions herein contained, or if the Bank shall abandon the Premises, then the County shall have the right to terminate this Agreement by delivering written notice to the Bissell Family LLC and to the Bank, at which time their right to further possess the Premises shall terminate and the County shall be entitled to immediate possession thereof, provided the County so elects, but not otherwise.

14. NON-WAIVER OF FUTURE ENFORCEMENT

The failure of the County to insist in any one or more instances upon the performance of any of the covenants or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving or relinquishing the County's right to the performance of any such covenants, conditions, rights or privileges, and the same shall continue and remain in full force and effect, and the waiver of one default or right shall not constitute waiver of any other default.

15. APPLICABLE LAW

This Agreement shall be given effect, and shall be governed by and construed in all respects, in accordance with the Laws of the State of Maryland

16. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected hereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. NOTICES

Any notice required to be given under this Agreement shall be in writing, hand delivered, sent by recognized receipted overnight delivery, or mailed by United States certified mail, return receipt requested, postage prepaid. Notices shall be addressed as follows:

To the County: Baltimore County Office of Law
400 Washington Avenue
Old Courthouse, 2nd Floor
Towson, Maryland 21204
Attention: Nancy C. West
Assistant County Attorney
Fax: (410) 296-0931

To the Bissell Family: Bissell Family, LLC
A Maryland Limited Liability Company
515 Eastern Boulevard
Essex, Baltimore County, Maryland 21221
Fax: (410) 665-8836

To the Bank: Baltimore County Savings Bank, F.S.B.
4111 E. Joppa Road, Suite 300
Baltimore, Maryland 21286
Attention: David M. Meadows
Vice President and General Counsel
Fax: (410) 256-0261

18. RESERVATION BY COUNTY

The County hereby expressly reserves the right and duty at all times to exercise full municipal control and regulation with respect to all matters connected with this grant, not inconsistent with the terms hereof. The County may act, with or without notice, and may compel the Bissell Family LLC or the Bank to take such action as the County deems, in its sole discretion, to be in the best interests of the public health, safety and welfare of its citizens. If either party fails to take such action promptly, the County may cause such action to be taken at the Bissell Family LLC's or the Bank's sole cost and expense, provided that nothing herein shall be construed as imposing upon the County a burden or oversight or supervision with respect to the Bissell Family LLC's or the Bank's activities.

19. ADVERTISING

The parties hereby agree that the Term of this Lease shall not commence and this Agreement shall be null and void unless this Lease shall have been first advertised once a week for three (3) successive weeks in two (2) newspapers of general circulation in Baltimore County providing for a period in which to submit objections in accordance with Section 31-86 of the Baltimore County Code. Further, the Original Term of this Lease shall not commence and this Agreement shall be null and void if objections are filed with the Director of Public Works and and it is determined by the Baltimore County Administrative Officer or his designee that such objections should be sustained. Further, the Bank agrees to pay for advertising of this Lease as required by the Baltimore County

Code. It is further covenanted and agreed that this Lease shall be and is subject to approval and execution by the Baltimore County Executive or his duly authorized representative.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement the day and year first written above, with authority to bind.

WITNESS: BALTIMORE COUNTY, MARYLAND

Donna Morrison

By: John M Wasilisin
John M. Wasilisin
Administrative Officer

BISSELL FAMILY, LLC
A Maryland Limited Liability Company

Elizabeth y. Brooks

By: Will H Bissell Jr.

BALTIMORE COUNTY SAVINGS BANK, F.S.B.

Denise M. Hugh

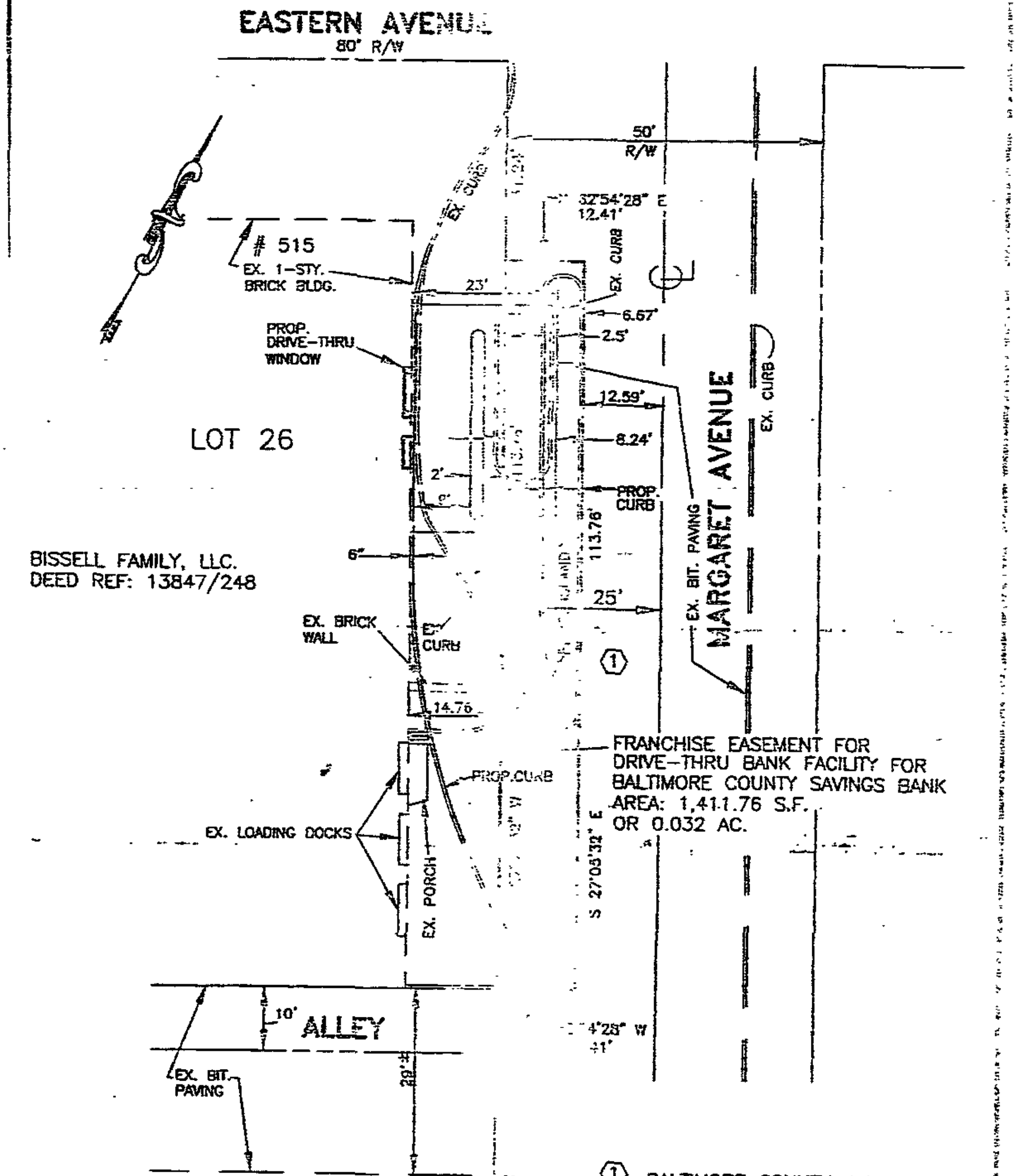
By: David M. Meadows
David M. Meadows
Vice President and General Counsel

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:
(Subject to execution by the duly authorized administrative official, as indicated)

Nancy C. West

Office of the County Attorney
***Approval of Legal Form and Sufficiency Does Not Convey Approval or Disapproval of the Substantive Nature of This Transaction. Approval Is Based Upon Typeset Document —All Modifications Require Re-Approval.**

Exhibit A



① BALTIMORE COUNTY, MARYLAND
DEED REF: 7780/064
AREA: 1,411.76 SF. OR 0.032 AC.

...TIMORE COUNTY	DEPARTMENT OF PERMITS AND ...	
...RICT NO. 15TH	POSITION SHEET NO. 5 NE 27	
	CONSTRUCTION PLAN NO.	
...OVED DIRECTOR OF PUBLIC WORKS		AREA TO BE ACQUIRED
		REVERTIBLE SLOPE EASEMENT
...OVED CHIEF, DIVISION OF LAND ACQUISITION		TEMPORARY CONSTRUCTION AREA
	ITEM	NO. / PURPOSE
...OVED DIVISION OF DRAFTING		

...AGEMENT	BUREAU OF LAND ACQUISITION	
FEDERAL PROJECT NO.		
MARYLAND PROJECT NO.		
COUNTY R/W	Clifford Allen Elgin SURVEYOR DATE 3/20/99 REG. NO. 623	
...CE RELEASED		
SLOPE ...ENT	SHEET 1 OF 1	REVISIONS
N.B.	SCALE: 1" = 20'	
... C.E.	B.C. JOB ORDER NO.	

"Exhibit B"

Bafitis & Associates, Inc.

DESC[illegible]

Franchise Easement for Drive-Thru bank facility for [illegible]more County Savings Bank, Southwest side of Margaret Avenue 31 feet more or less Sou[illegible] of Eastern Avenue, Baltimore County, Maryland.

Beginning for an easement of franchise at the Southeastern most corner of Lot 26, Block 1-C as shown on the Plat of "Essex" Section "A" as [illegible] recorded among the Land Records of Baltimore County, Maryland in Plat Book W.[illegible] [illegible]d lot was conveyed to Bissell Family, LLC by deed dated June 10, 1999 and recorde[illegible] aforesaid land records in Liber 13847 folio 248, said place of beginning being on the [illegible] side of Margaret Avenue, 50 feet wide, running and binding on said Southwest side of M[illegible]venue, and on a part of the northeast lot line of said Lot 26, (1) North 27°-05'-32" West [illegible] thence three courses in said Margaret Avenue, (2) North 62°-54'-28" East 12.41 feet, (3) [illegible] 27°-05'-32" East 113.76 feet, and (4) South 62°-54'-28" West 12.41 feet to the place of [illegible].

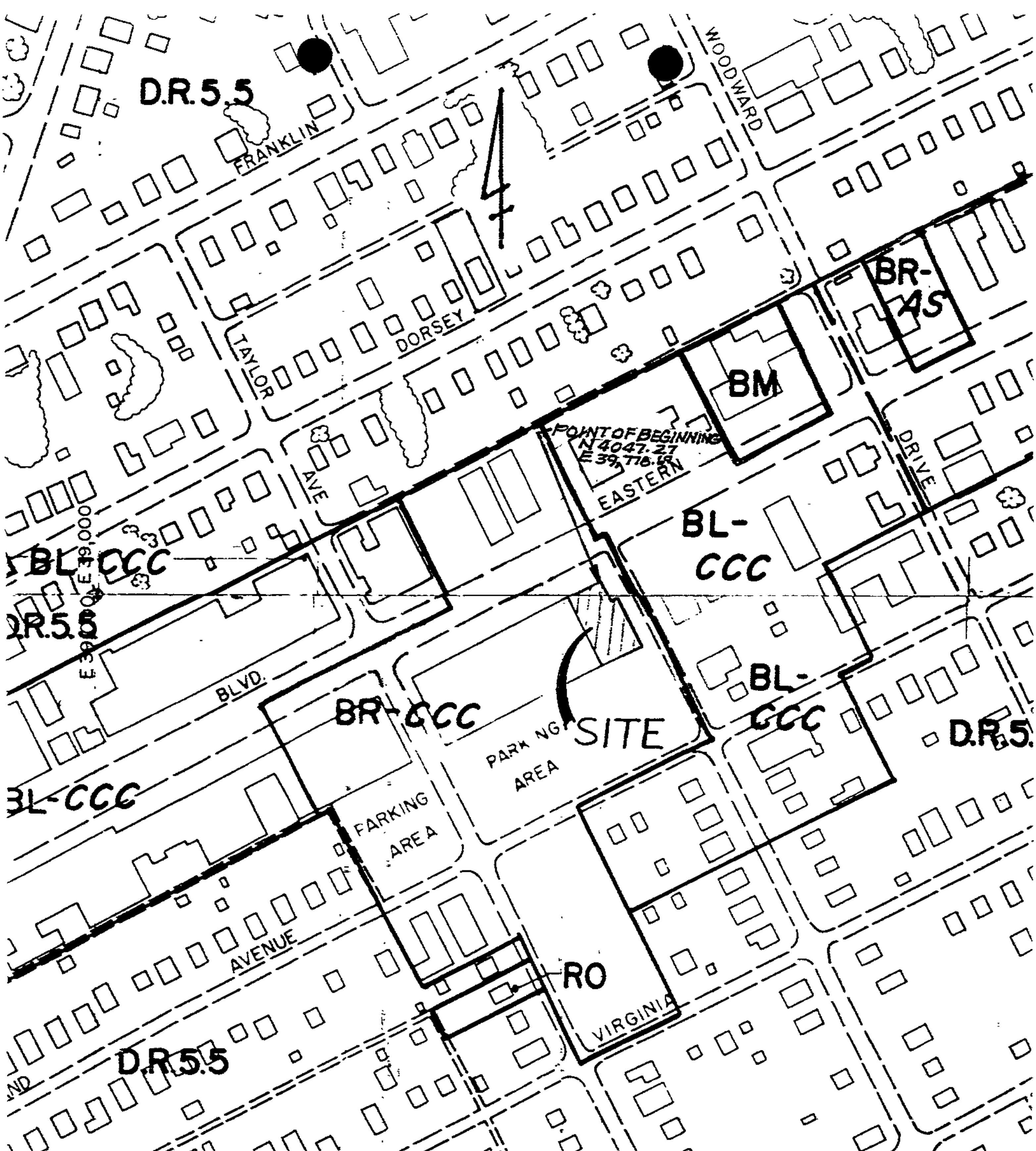
Containing 0.032 acres, more or less.

Clifford Allen Elgin

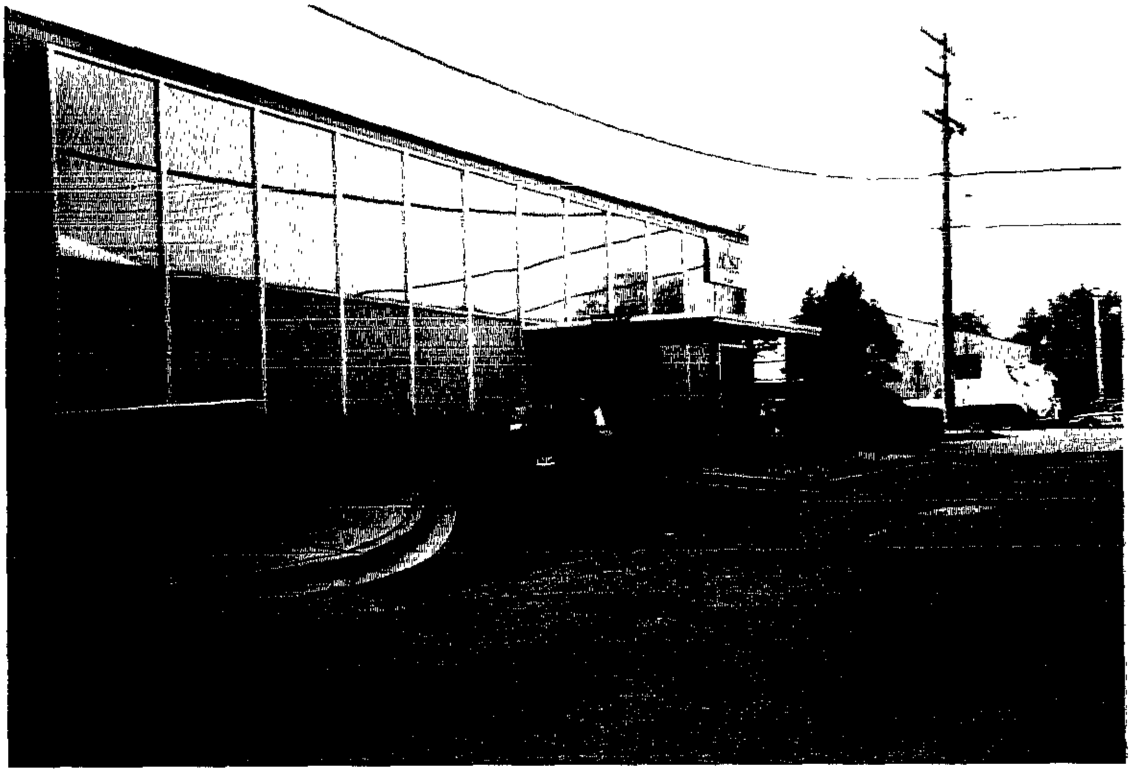
Clifford Allen Elgin Property Line #623

7/20/99

Date



SCALE	LOCATION	SHEET
1" = 200' ±	00-142-A # 142	
DATE OF PHOTOGRAPHY JANUARY	ESSEX 515 EASTERN AVENUE	N. E. 1-G 2-G



ZONING VARIANCES REQUESTED

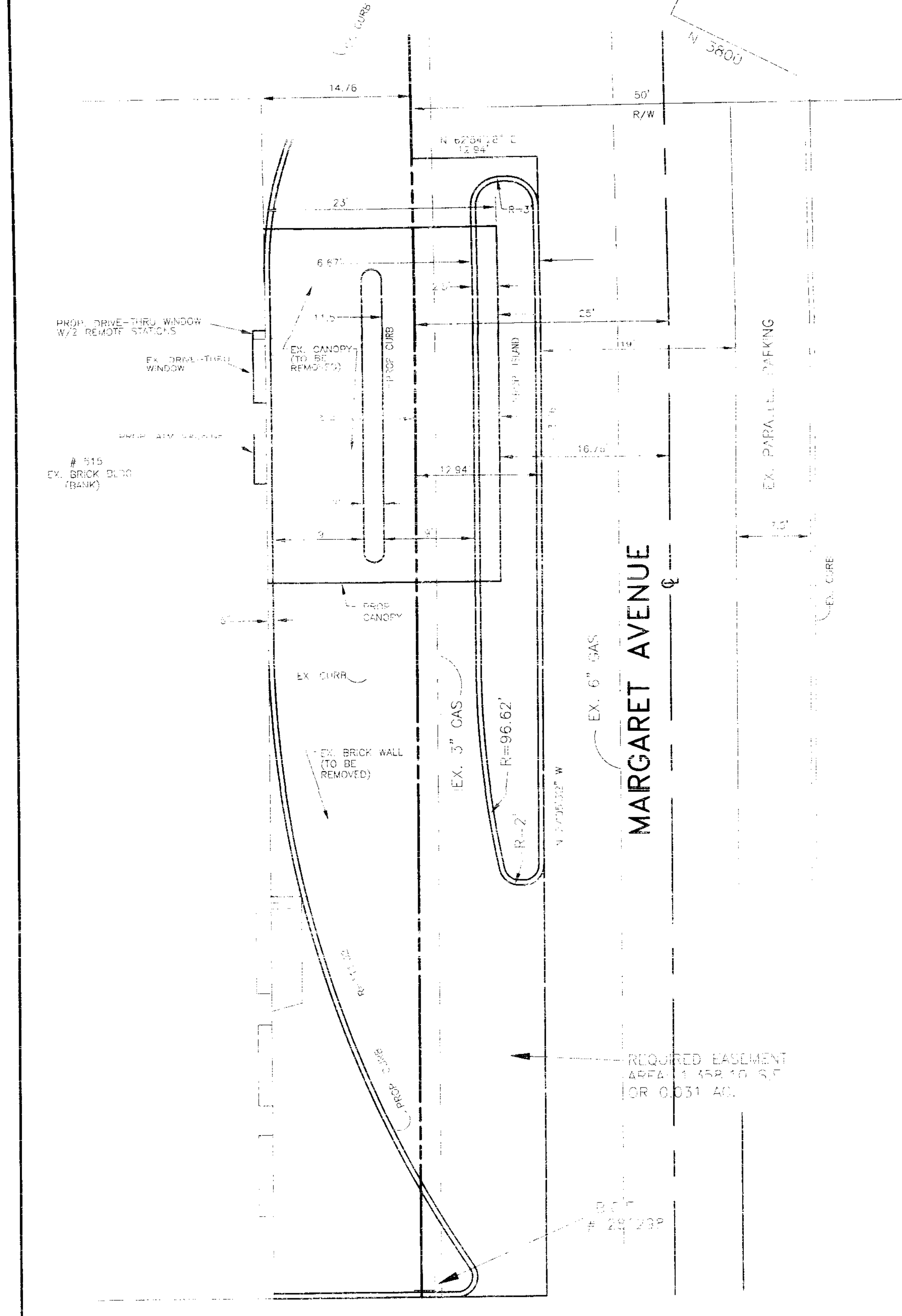
1. SECT. 238.1, TO ALLOW A CANOPY (OPEN PROJECTION) WITH A 0 FT. SETBACK TO FRONT PROPERTY LINE AND A 16' SETBACK TO CENTERLINE IN LIEU OF 25 FT. AND 50 FT. RESPECTIVELY, TO BE APPROVED AS SHOWN ON THE ACCOMPANYING SITE PLAN.
2. SECT. 409.12 TO APPROVE A MODIFIED PARKING PLAN (IE: STACKING IN A (FRANCHISED) COUNTY RIGHT-OF-WAY AREA PER SECTION 409.12.
3. SECT. 409.10, TO PERMIT 4 STACKING SPACES FOR THE FIRST DRIVE-THRU STATION IN LIEU OF THE REQUIRED 5 STACKING SPACES.

BENCH MARK

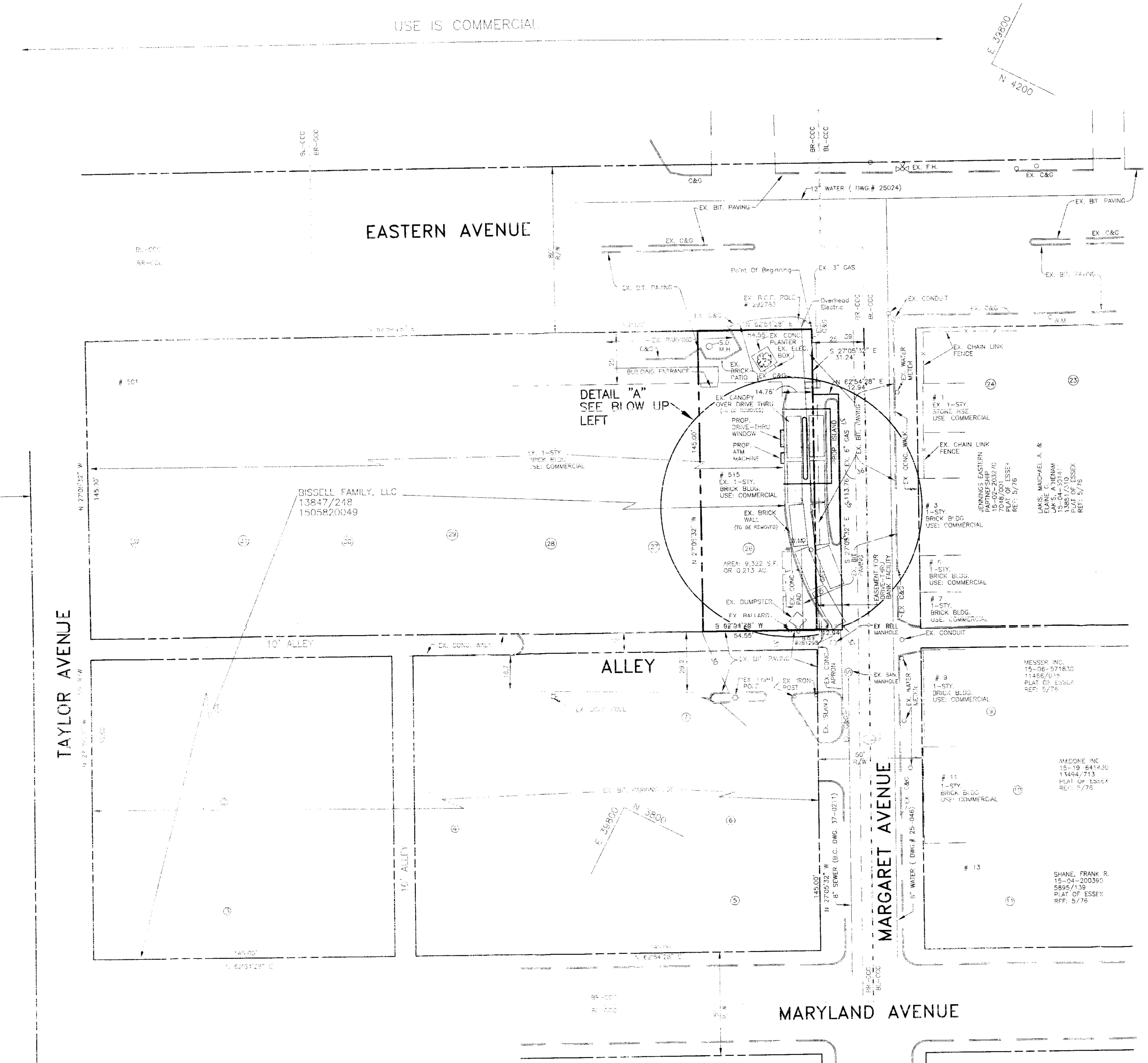
HUB NO. 12839
DESCRIPTION: 1/2" BAR @ EDGE OF CONC. WALK ON S.E. SIDE OF EASTERN AVENUE AND N.E. SIDE OF MARGARET AVENUE

COORDINATES: N. [illegible]

ELEVATION: 39.50

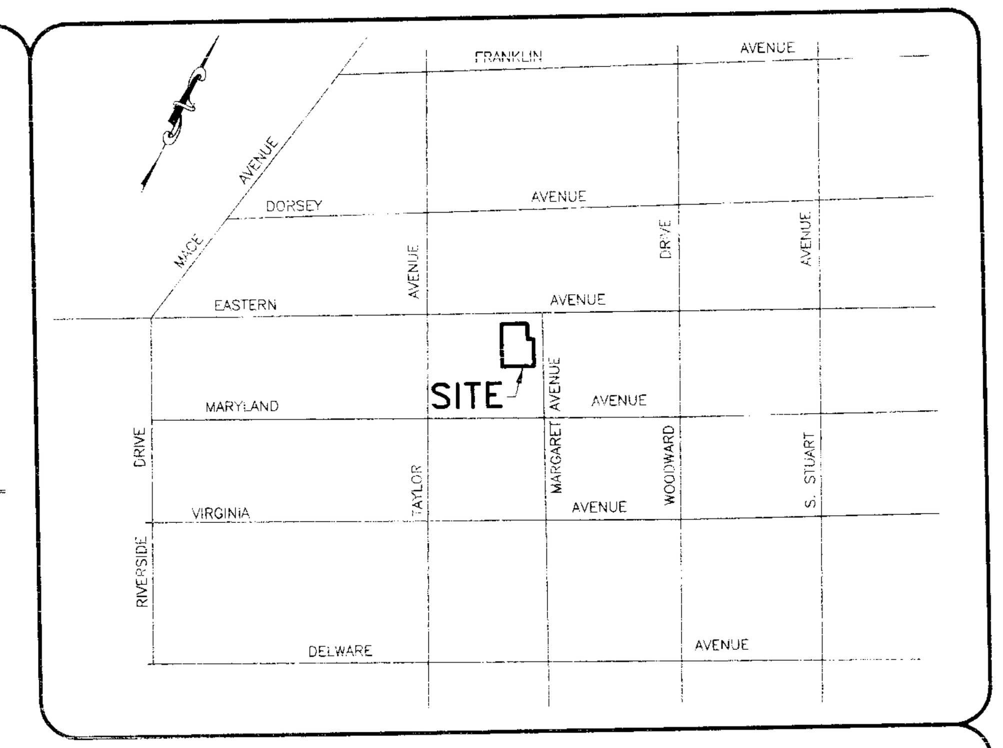


DETAIL "A" (Proposed Drive-Thru Facility)
SCALE: 1"= 10'



NOTES
1. ALL PROPOSED SIGNS WILL COMPLY WITH SECTION 450 BCZR.
2. THIS SITE IS NOT SITUATED WITHIN A 100 YEAR TIDAL OR RIVERINE FLOOD PLAIN.

Lot No1



VICINITY MAP
(SCALE: 1" = 500')

SITE DATA

1. Owner: Bissell Family, LLC, 501 Eastern Avenue, Baltimore County, Maryland 21221, (410) 335-0998
2. Deed Ref: 13847/248
3. Tax Account No.: 15-05-820049
4. Tax Map: 97
5. Section: A
   Block: C
   Lots: 26-32 and 1-7
   Ref: 9/74 (Plat of Essex)
6. Election District: 15th
7. Council Manic District: 5
8. Census Tract: 4504
9. Existing Zoning: BR-CCC
10. Existing Use: Bank w/walk up ATM & 1 remote teller station
11. Proposed Use: Bank w/walk-up ATM & 2 remote teller stations & 1 ATM
12. Site Area: 101,500 S.F. or 2.330 Ac.
13. Zoning Hearing Area: 9,322 S.F. or 0.213 Ac
14. Critical Area: I.D.A.
15. Parking = Existing
16. No increase in floor area is proposed.
17. Amenity Open Space: None - Existing Building

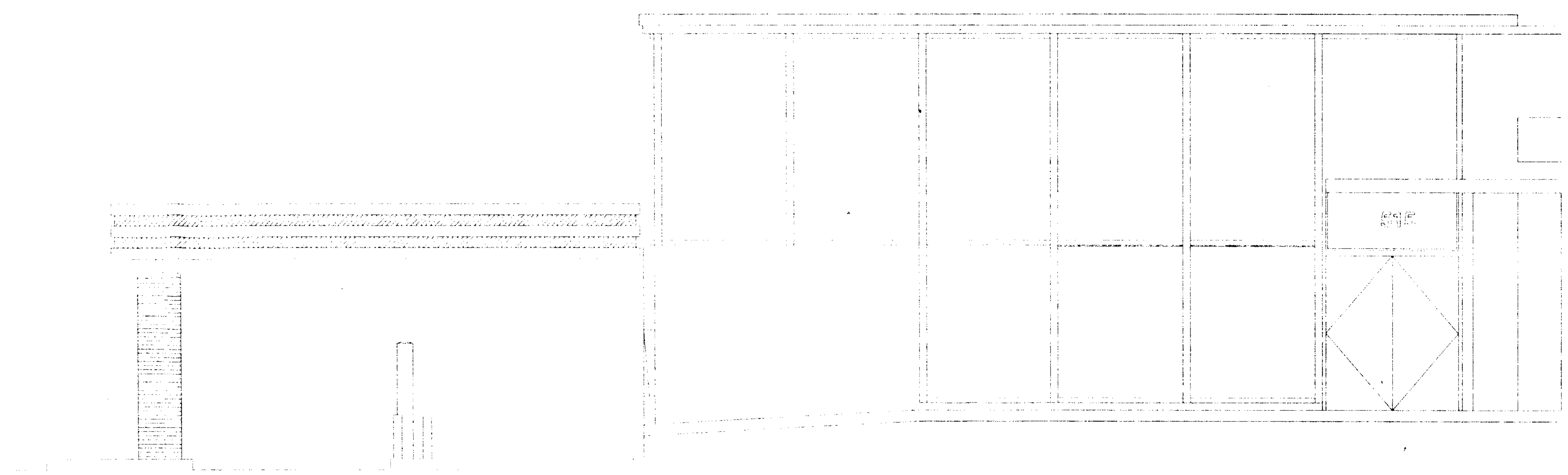
Bafitis & Associates, Inc.
1249 Engleberth Rd. Baltimore, MD 21221
William N. Bafitis, P.E.
PRESIDENT
Civil Engineers/Land Planners
SURVEYORS
(410) 391-2336

PLAT TO ACCOMPANY PETITION FOR ZONING VARIANCES FOR 515 EASTERN AVENUE

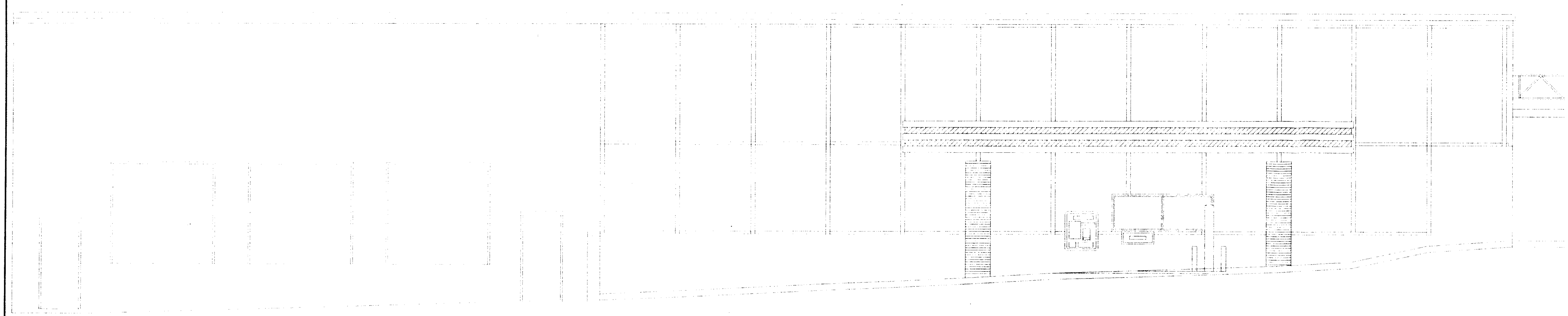
BALTIMORE COUNTY, MARYLAND

WILLIAM N.BAFITIS,P.E.	1 SHEET 1 OF 1	SCALE: 1" = 30' JOB ORDER NO: 99012 DATE: 09-10-99

NO.	REVISIONS	DATE



Eastern Ave Elevation
Scale 1/4" = 1' 0"



Margaret Ave Elevation
Scale 1/4" = 1' 0".

Lot No 3

William N. Bafitis, P.E.
PRESIDENT

Bafitis & Associates, Inc.
Civil Engineers/Land Planners
SURVEYORS
ph. (410) 391-2336
fax (410) 391-2448
1249 Engleberth Rd. Baltimore, MD 21221

Proposed Elevations
Balti. Co. Savings Bank
515 Eastern Ave.
Essex, MD

Revision Record

date	no.	description

Type of issue: County Review

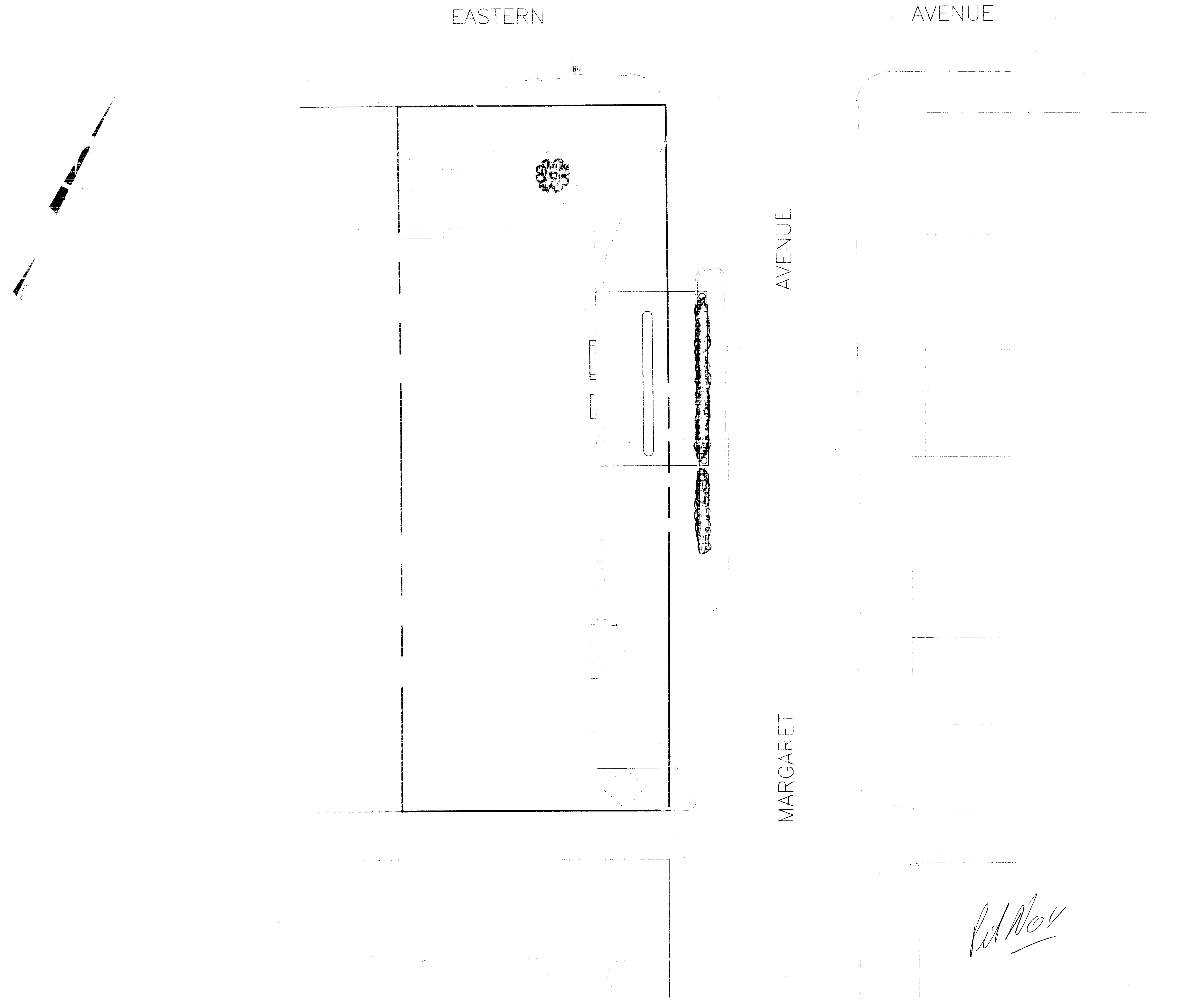
Issue date: November 15,1999

Project No. 99000

Sheet No. A1

Elevations

CAD FILE \Projects\BCSB\BNK01.DWG



Bafitis & Associates, Inc.

William N. Bafitis, P.E.

Civil Engineers, Land Planners
SURVEYORS

PLAN

BALTIMORE COUNTY SAVINGS BANK
515 EASTERN AVENUE

BALTIMORE COUNTY, MARYLAND

WILLIAM N. BAFITIS P.E.

1

SHEET 1 OF 1

SCALE: 1" = 10'

JOB ORDER NO: 99012

DATE: 11-12-99

NO.	REVISIONS	DATE

(2)

photographs

#00-142-A