

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
 SE/S Falls Road, between Seminary Avenue *
 and Brookstone Court * ZONING COMMISSIONER
 (11152 Falls Road)
 8th Election District * OF BALTIMORE COUNTY
 3rd Councilmanic District *
 * Case No. 00-162-SPH
 The Boy's School of St. Paul's Parish, Inc. *
 and St. Paul's School for Girls - *
 Petitioners

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Special Hearing filed by the owners of the subject property, The Boy's School of St. Paul's Parish, Inc., by Robert Hallett, Headmaster, and St. Paul's School for Girls, by Evelyn A. Flory, Headmistress, through their attorney, Robert A. Hoffman, Esquire. The Petitioners request a special hearing to confirm tennis courts as either principal or accessory to the school, and to amend the last approved site plan in prior Case No. 93-119-SPHA. 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 hearing on behalf of the Petitioners were Robert Hallett and Kirk Evans, representatives of the St. Paul's Schools; Charles Main II, a representative of Daft-McCune-Walker, Inc., who prepared the site plan for this property, and Robert A. Hoffman, Esquire, attorney for the property owners. Also appearing in support of the request were Michael P. Donnelly and Roger Wittenbach, representatives of the Homeland Racquet Club, Inc., Contract Lessees of the proposed tennis courts, who were represented by Lawrence A. Melfa, Esquire. There were no Protestants or other interested persons present.

The subject property under consideration is well known to this Zoning Commissioner and is a landmark in this region of Baltimore County. The property is a large tract, predominantly zoned R.C.2, that is bordered by Falls Road to the north and east, Greenspring Valley Road to the

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 Date 2/27/00
 By [Signature]

south, and several large estate properties to the west. The property is improved with a series of buildings which are collectively utilized as the campuses for The Boys School of St. Paul's and St. Paul's School for Girls. These private schools provide educational services for boys and girls through high school.

The subject of the instant Petition relates to a small parcel within the overall tract, containing approximately 4.37 acres in area. That parcel has been improved with 14 outdoor tennis courts, a clubhouse, parking lot and access roads, and other ancillary improvements. Pursuant to a lease by and between the property owners and the Homeland Racquet Club, Inc., the Club has leased these courts and land area for use by its members. The particulars of the arrangement are contained within a 20-page lease agreement submitted into evidence as Petitioner's Exhibit 3. It was indicated at the hearing that the rights conferred to the Club under the lease are generally subordinate to the use of these facilities by students attending the school. The Club primarily utilizes these facilities when school is not in session. Additionally, faculty members and other members of the administration of the schools are members of the Club.

The issue presented in the Petition for Special Hearing is whether this arrangement is appropriate under the B.C.Z.R. Apparently, there was some complaint about the Club's utilization of these facilities, although no one appeared in opposition at the hearing.

Section 101 of the B.C.Z.R. defines "accessory use or structure" and provides that such use or structure be customarily incident and subordinate to the principle use, subordinate in area, extent, or purpose to the principle use, located on the same lot as the principle use, and contribute to the comfort, convenience or necessity of the occupants or principal use or structure served.

In applying that definition to the facts presented in this case, I easily find that the Homeland Racquet Club's lease of the subject tennis courts is an appropriate accessory use to the primary function of the property as a school campus. The lease arrangement fits squarely with each prong of the definition outlined above. In this regard, it is to be noted that many schools (both public and private) feature lease arrangements for use of their facilities during non-school hours. Particularly during the summer, one cannot help but observe the various sports camps and

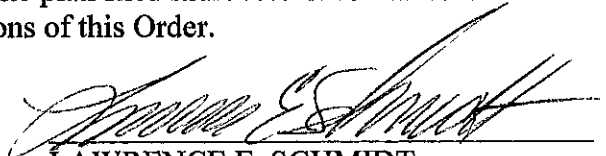
ORDER RECEIVED FOR FILING
Date 2/29/00
By [Signature]

activities which occur on college campuses and the campuses of high schools, middle schools, and elementary schools. The situation here is no different and should therefore be approved as an appropriate accessory use. Therefore, I will grant the requested special hearing relief to approve the tennis courts as an accessory use and to approve an amendment to the previously approved site plan to reflect the current uses and improvements on the property.

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 29th day of February, 2000 that the Petition for Special Hearing to confirm tennis courts as either principal or accessory to the school, and to amend the last approved site plan in prior Case No. 93-119-SPHA, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restriction:

- 1) The 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.
- 2) The 14 tennis courts shown on the plan shall not be lit. In the event the Petitioners propose lighting of the courts in any fashion, the Petitioners must seek approval through a new Petition for Special Hearing.
- 3) When applying for any permits, the site plan filed must reference this case and set forth and address the restrictions of this Order.


LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

ORDER RECEIVED FOR FILING
Date 2/29/00
By [Signature]



Baltimore County
Zoning Commissioner

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

February 29, 2000

Robert A. Hoffman, Esquire
Venable, Baetjer & Howard
210 Allegheny Avenue
Towson, Maryland 21204

RE: PETITION FOR SPECIAL HEARING
SE/S Falls Road, between Seminary Avenue & Brookstone Court
(11152 Falls Road)
8th Election District – 3rd Councilmanic District
The Boy's School of St. Paul's Parish & St. Paul's School for Girls - Petitioners
Case No. 00-162-SPH

Dear Mr. Hoffman:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Special Hearing 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. Robert Hallett, Headmaster, The Boy's School for St. Paul's Parish, Inc.
Ms. Evelyn A. Flory, Headmistress, St. Paul's School for Girls
11152 Falls Road, Brooklandville, Md. 21022
Lawrence Melfa, Esquire, 401 Allegheny Avenue, Towson, Md. 21204
Mr. Jack Shay, 918 Greenspring Valley Road, Brooklandville, Md. 21022
People's Counsel; Case File



Census 2000



For You, For Baltimore County



Census 2000



Printed with Soybean Ink
on Recycled Paper

Come visit the County's Website at www.co.ba.md.us



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 11152 Falls Road

which is presently zoned RC 2

This Petition shall be filed with the Department of Permits and 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 Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

A special hearing to confirm tennis courts as either principal or accessory to the school, and to amend the last approved site plan in Case No. 93-119-SPHA

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded 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:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Attorney For Petitioner:

Robert A. Hoffman

Name - Type or Print

Signature

Venable, Baetjer & Howard, LLP

Company

210 Allegheny Avenue

410-494-6200

Address

Telephone No.

Towson

MD

21204

City

State

Zip Code

Legal Owner(s):

SEE ATTACHED

Name - Type or Print

Signature

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Representative to be Contacted:

Robert A. Hoffman

Name

210 Allegheny Avenue

(410) 494-6200

Address

Telephone No.

Towson

MD

21204

City

State

Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

UNAVAILABLE FOR HEARING

Reviewed By UCI

Date 10-20-99

Drop-off - No Review

Case No. 00-162-SPH

Date

9/15/98

ORDER RECEIVED FOR FILING

ATTACHMENT TO PETITION FOR SPECIAL EXCEPTION
11152 FALLS ROAD

Legal Owners:

The Boy's School of St. Paul's Parish, Inc.

By: Robert W. Hallett
Robert Hallett, Headmaster

St. Paul's School for Girls

By: Evelyn A. Flory
Evelyn A. Flory, Headmistress

11152 Falls Road
Brooklandville, Maryland 21022
410-825-4400

ORDER RECEIVED FOR FILING
Date 7/29/10
By [Signature]

82025-1

Description
To Accompany Zoning Petition
106.735 Acre Parcel
Southwest Side of Falls Road
Eighth Election District, Baltimore County, Maryland

Beginning for the same at the centerline intersection of Falls Road and Seminary Avenue, thence leaving said point of beginning and the centerline of Falls Road and running the thirty-one following courses and distances, viz: (1) South 83 degrees 54 minutes 05 seconds West 842.99 feet, thence (2) South 83 degrees 54 minutes 05 seconds West 382.72 feet, thence (3) South 28 degrees 28 minutes 57 seconds East 485.42 feet, thence (4) South 61 degrees 31 minutes 03 seconds West 186.23 feet, thence (5) South 61 degrees 31 minutes 03 seconds West 70.90 feet, thence (6) South 25 degrees 56 minutes 57 seconds East 22.78 feet, thence (7) South 25 degrees 56 minutes 57 seconds East 347.04 feet, thence (8) Southeasterly by a line curving to the right having a radius of 355.00 feet for a distance of 81.00 feet (the arc of said curve being subtended by a long chord bearing South 19 degrees 24 minutes 45 seconds East 80.82 feet), thence (9) South 68 degrees 50 minutes 59 seconds West 252.48 feet, thence (10) North 16 degrees 11 minutes 22 seconds West 79.46 feet, thence (11) South 73 degrees 48 minutes 38 seconds West 220.00 feet, thence (12) North 16 degrees 11 minutes 22 seconds West 100.00 feet, thence (13) North 16 degrees 48 minutes 36 seconds West 362.98 feet, thence (14)

00' 162
SPH

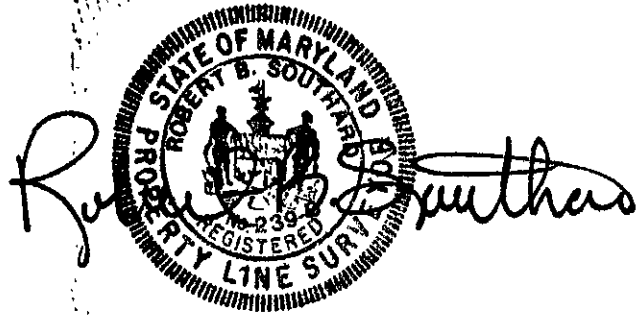
North 16 degrees 48 minutes 36 seconds West 487.28 feet, thence (15)
North 17 degrees 33 minutes 35 seconds West 66.57 feet, thence (16)
North 18 degrees 34 minutes 25 seconds West 93.80 feet, thence (17)
North 21 degrees 40 minutes 16 seconds West 329.73 feet, thence (18)
North 69 degrees 33 minutes 20 seconds East 206.00 feet, thence (19)
Northwesterly by a line curving to the right having a radius of
775.00 feet for a distance of 269.60 feet (the arc of said curve
being subtended by a long chord bearing North 10 degrees 28 minutes
43 seconds West 268.24 feet), thence (20) North 00 degrees 30 minutes
46 seconds West 301.64 feet, thence (21) Northwesterly by a line
curving to the left having a radius of 575.00 feet for a distance of
333.86 feet (the arc of said curve being subtended by a long chord
bearing North 17 degrees 08 minutes 43 seconds West 329.19 feet),
thence (22) North 56 degrees 13 minutes 20 seconds East 50.00 feet,
thence (23) Northwesterly by a line curving to the left having a
radius of 625.00 feet for a distance of 107.76 feet (the arc of said
curve being subtended by a long chord of North 38 degrees 42 minutes
58 seconds West 107.63 feet), thence (24) North 43 degrees 39 minutes
20 seconds West 197.60 feet, thence (25) North 43 degrees 39 minutes
20 seconds West 330.40 feet, thence (26) North 45 degrees 44 minutes
54 seconds West 42.36 feet, thence (27) North 38 degrees 27 minutes
20 seconds East 185.88 feet, thence (28) South 70 degrees 40 minutes

00 seconds East 15.77 feet, thence (29) North 01 degree 19 minutes 30 seconds East 450.01 feet, thence (30) South 88 degrees 41 minutes 00 seconds East 550.04 feet, and thence (31) North 23 degrees 44 minutes 50 seconds East 292.36 feet to intersect the centerline of Falls Road, thence running and binding on the centerline of said road the fourteen following courses and distances, viz: (32) South 67 degrees 10 minutes 00 seconds East 700.00 feet, thence (33) South 66 degrees 08 minutes 20 seconds East 200.46 feet, thence (34) South 62 degrees 46 minutes 00 seconds East 80.52 feet, thence (35) South 66 degrees 33 minutes 20 seconds East 49.00 feet, thence (36) South 63 degrees 29 minutes 20 seconds East 106.79 feet, thence (37) South 29 degrees 09 minutes 20 seconds East 89.08 feet, thence (38) South 00 degrees 09 minutes 20 seconds East 89.08 feet, thence (39) South 02 degrees 43 minutes 49 seconds East 272.65 feet, thence (40) South 21 degrees 00 minutes 35 seconds East 125.37 feet, thence (41) South 16 degrees 34 minutes 45 seconds East 212.17 feet, thence (42) South 11 degrees 37 minutes 40 seconds East 172.34 feet, thence (43) South 13 degrees 27 minutes 55 seconds East 91.39 feet, thence (44) South 13 degrees 27 minutes 55 seconds East 739.54 feet, thence (45) South 12 degrees 51 minutes 10 seconds East 340.13 feet to the point of beginning; containing 106.735 acres of land, more or less.

THIS DESCRIPTION HAS BEEN PREPARED FOR ZONING PURPOSES ONLY AND
IS NOT INTENDED TO BE USED FOR CONVEYANCE.

Our Job No. 82023-I (L82023I)

Sept. 16, 1992



**BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT**

No. **072290**

DATE 10/20/99 ACCOUNT 001-6150

AMOUNT \$ 250.00 (WCR)

RECEIVED
FROM:

Venable, Baetjer, Howard

FOR:

00-162-SPH
11152 Falls Rd

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

PAID RECEIPT

PROCESS ACTUAL TIME

10/21/1999 10/20/1999 15:15:52

REG MSD1 CASHIER JERIC JNR DRAWER 1

Dept 5 526 ZONING VERIFICATION

Receipt # 125962

OFF

CR NO. 072290

Receipt for 250.00

250.00 OK .00 OK

Baltimore County, Maryland

CASHIER'S VALIDATION

CERTIFICATE OF PUBLICATION

TOWSON, MD, 11/12, 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 11/9, 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:

Case: #00-182-SPH

11152 Falls Road

SE/S Falls Road between Seminary Avenue and Brookstone Ct.

8th Election District - 3rd Councilmanic District

Legal Owner(s): The Boys' School of St. Paul's Parish, Inc. & St. Paul's School for Girls (Homeland Racquet Club, Inc.)

Special Hearing: To confirm tennis courts as either principal or accessory to the school and to amend last approved site plan in case no. 93-119-SPHA.

Hearing: Wednesday, December 1, 1999 at 2:00 p.m. in Room 106, County Office Bldg., 111 W. Chesapeake Ave.

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) 887-4388.

(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

JT/11/669 Nov 9

C352304

S. Wilkinson
THE JEFFERSONIAN,
LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE Case No. 00-162-SPH

Petitioner/Developer VBH
R. HOFFMAN

Date of Hearing/Closing 7/20/00

Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, MD 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 ST. PAULS SCHOOL
FALLS RD. W/S
C ENTR.

The sign(s) were posted on 1/3/00
(Month, Day, Year)

Sincerely,

Patrick M O'Keefe, 1/5/00
(Signature of Sign Poster and Date)

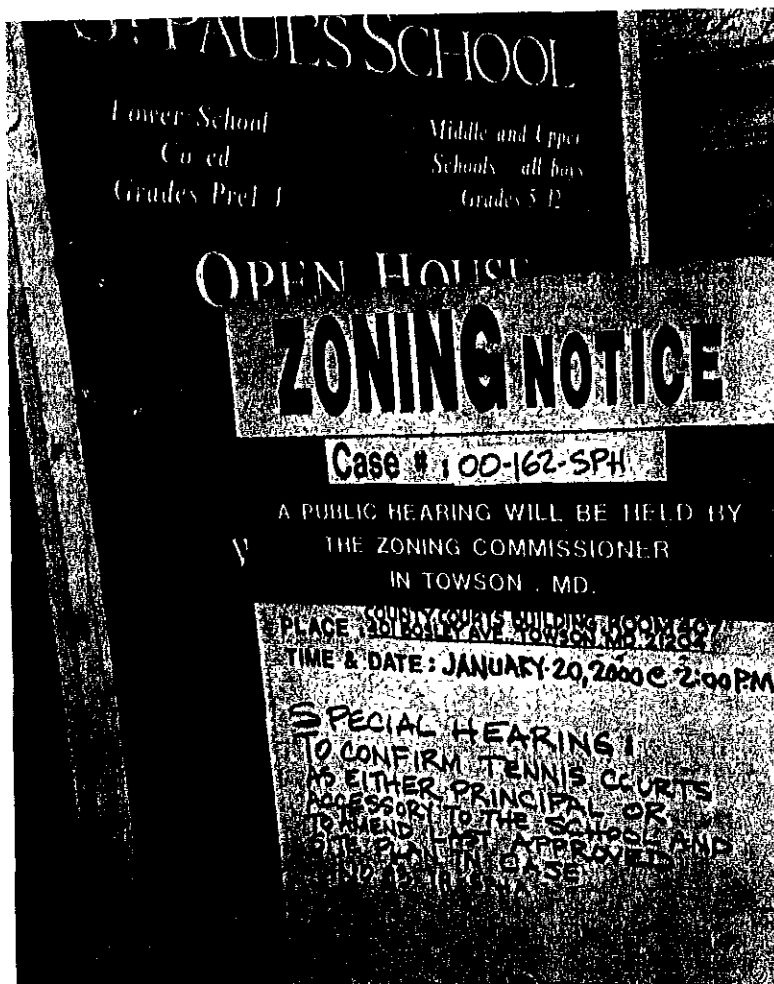
PATRICK M. O'KEEFE
(Printed Name)

523 PENNY LANE
(Address)

HUNT VALLEY, MD. 21030
(City, State, Zip Code)

410-666-5366 ; CELL 410-905-8571
(Telephone Number)

512 4021



Lower School
Co-ed
Grades Pre-K-4

Middle and Upper
Schools - all boys
Grades 5-12

OPEN HOUSE

ZONING NOTICE

Case # 100-162-SPH

A PUBLIC HEARING WILL BE HELD BY
THE ZONING COMMISSIONER
IN TOWSON, MD

PLACE: COUNTY COURTS BUILDING ROOM 407
140 EOLLY AVE. TOWSON, MD 21204

TIME & DATE: JANUARY 20, 2000 @ 2:00 PM

SPECIAL HEARING
TO CONFIRM TENNIS COURTS
AS EITHER PRINCIPAL OR
ACCESSORY TO THE SCHOOL
TO AMEND LAST APPROVED
SITE PLAN IN CASE
NO. 95-11-3PH

CERTIFICATE OF POSTING

NEW DATE

RE. Case No. 00-162-SPH

Petitioner/Developer ST. PAUL SCHOOL, ETAL

R. HOFFMAN, ESQ

Date of Hearing/Closing 2/18/00

Baltimore County Department of
Permits and Development Management
County Office Building, Room 111
111 West Chesapeake Avenue
Towson, MD 21204

Attention Ms Gwendolyn Stephens

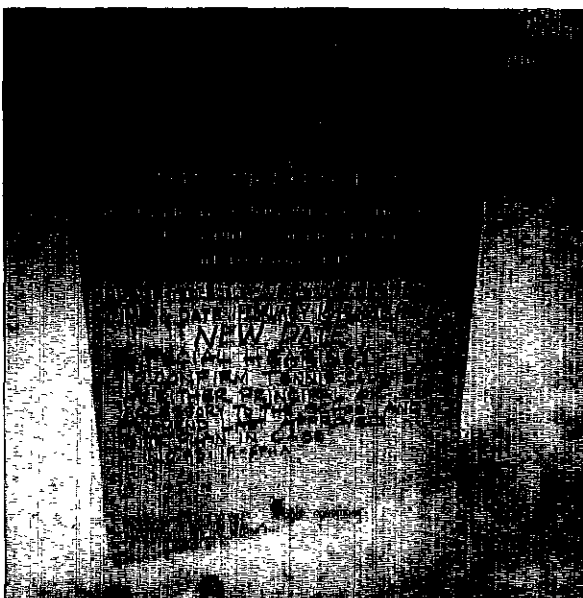
Ladies and Gentlemen

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 GATE ENTRANCE TO
ST. PAUL SCHOOL - ONSITE

The sign(s) were posted on

2/1/00

(Month, Day, Year)



Sincerely,

Patrick M. O'Keefe 2/2/00

(Signature of Sign Poster and Date)

PATRICK M. O'KEEFE

(Printed Name)

523 PENNY LANE

(Address)

HUNT VALLEY, MD. 21030

(City, State, Zip Code)

410-666-5366 ; CELL 410-905-857

(Telephone Number)

00-162-SPH
NEW DATE ST. PAUL SCHOOL
2/18/00

Rec 2/4/00

TO: PATUXENT PUBLISHING COMPANY
November 9, 1999 Issue - Jeffersonian

Please forward billing to:

Barbara Ormord
Venable, Baetjer & Howard
210 Allegheny Avenue
Towson, MD 21204
410-494-6201

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: 00-162-SPH

11152 Falls Road

SE/S Falls Road between Seminary Avenue and Brookstone Court

8th Election District - 3rd Councilmanic District

Legal Owner(s): The Boys' School of St. Paul's Parish, Inc. & St. Paul's School for Girls (Homeland Racquet Club, Inc.)

SPECIAL HEARING: To confirm tennis courts as either principal or accessory to the school and to amend last approved site plan in case no. 93-119-SPHA.

HEARING: WEDNESDAY, DECEMBER 1, 1999 at 2:00 P.M. IN ROOM 106 COUNTY OFFICE BUILDING, 111 W. 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.



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

November 4, 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:

CASE NUMBER: 00-162-SPH

11152 Falls Road

SE/S Falls Road between Seminary Avenue and Brookstone Court

8th Election District - 3rd Councilmanic District

Legal Owner(s): The Boys' School of St. Paul's Parish, Inc. & St. Paul's School for Girls (Homeland Racquet Club, Inc.)

SPECIAL HEARING: To confirm tennis courts as either principal or accessory to the school and to amend last approved site plan in case no. 93-119-SPHA.

HEARING: WEDNESDAY, DECEMBER 1, 1999 at 2:00 P.M. IN ROOM 106 COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVENUE.

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon
Director

cc: Jack Shay
Robert A. Hoffman, Esq.

- NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY NOVEMBER 16, 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.



RE: PETITION FOR SPECIAL HEARING
11152 Falls Road, SE/S Falls Rd between
Seminary Ave and Brookstone Ct
8th Election District, 3rd Councilmanic

Legal Owner: Boys School of St. Paul's Parish, Inc.
and St. Paul's School for Girls
Petitioner(s)

* BEFORE THE
* ZONING COMMISSIONER
* FOR
* BALTIMORE COUNTY
* Case No. 00-162-SPH

* * * * *

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 9th day of November, 1999 a copy of the foregoing Entry of Appearance was mailed to Robert A. Hoffman, Esq., Venable, Baetjer & Howard, 210 Allegheny Avenue, Towson, MD 21204, attorney for Petitioners.

Peter Max Zimmerman

PETER MAX ZIMMERMAN



Baltimore County
Fire Department

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

November 17, 1999

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 November 1, 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:

155, 156, 157, 158, 159, 160, 161, 162, 163,
167, 168, and 171

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

cc: File



BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

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

Date: November 16, 1999

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

SUBJECT: Zoning Advisory Committee Meeting
for November 8, 1999
Item Nos. 155, 156, 157, 158, 159,
160, 161, 162, 163, 164, 165, 166,
167, 168, 169 & 170

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

RWB:HJO:cab

cc: File

ZAC11089.NOC

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon

FROM: R. Bruce Seeley (Wb)

DATE: November 24, 1999

SUBJECT: Zoning Item #162
11152 Falls Road

Zoning Advisory Committee Meeting of November 8, 1999

- _____ The Department of Environmental Protection and Resource Management has no comments on the above-referenced zoning item.
- _____ The Department of Environmental Protection and Resource Management requests an extension for the review of the above-referenced zoning item to determine the extent to which environmental regulations apply to the site.
- X The Department of Environmental Protection and Resource Management offers the following comments on the above-referenced zoning item:
- X Development of the property must comply with the Regulations for the Protection of Water Quality, Streams, Wetlands and Floodplains (Sections 14-331 through 14-350 of the Baltimore County Code).
- X Development of this property must comply with the Forest Conservation Regulations (Section 14-401 through 14-422 of the Baltimore County Code).
- _____ Development of this property must comply with the Chesapeake Bay Critical Area Regulations (Sections 26-436 through 26-461, and other Sections, of the Baltimore County Code).

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE MEMO

00-162-SPT/H

DATE: October 14, 1999

TO: Carl W. Richards
Zoning Supervisor

FROM: James H. Thompson
Code Enforcement Supervisor

RE: Item No. N/A

Violation Case No. 99-5669

Location of Violation: 11152 Falls Rd., Brooklandville, MD 21022

Defendant: The Boys' School of Saint Paul's Parish, Inc. c/o Robert Hallett,
Headmaster, Resident Agent

Address: 11152 Falls Rd., Brooklandville, MD 21022

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: Jack Shay

Address: 918 Greenspring Valley Road, Brooklandville, MD 21022

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

Inspector Jeffrey Perlow

JHT/lmh

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

DATE: November 4, 1999

TO: Larry E. Schmidt
Zoning Commissioner

FROM: James H. Thompson - JP
Code Enforcement Supervisor

SUBJECT: ITEM NO.: 162
PETITIONER: The Boy's School of St. Paul's Parish, Inc. &
St. Paul's School for Girls

VIOLATION CASE NO.: 99-5669

LOCATION OF VIOLATION: SE/S Falls Road, between Seminary Avenue and
Brookstone Court (11152 Falls Road)

DEFENDANT(S): The Boy's School of St. Paul's Parish, Inc. &
St. Paul's School for Girls

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 person(s):

NAME

ADDRESS

Jack Shay

918 Greenspring Valley Road
Brooklandville, MD 21022

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

JHT/jp/lmh

As 12/1

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

16

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

Date: November 16, 1999

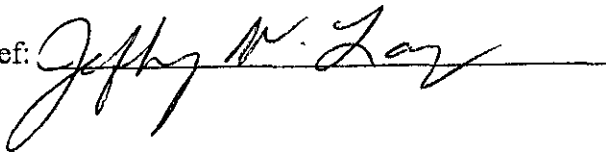
FROM: Arnold F. 'Pat' Keller, III, Director
Office of Planning

SUBJECT: Zoning Advisory Petitions

The Office of Planning has no comment on the following petition(s):
Item No(s): 147, 159, 162, 163, and 167

If there should be any questions or this office can provide additional information, please contact Jeffrey Long in the Office of Planning at 410-887-3480.

Section Chief:



AFK/JL



Baltimore County
Zoning Commissioner

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

January 28, 2000

Robert A. Hoffman, Esquire
Venable, Baetjer & Howard
210 Allegheny Avenue
Towson, Maryland 21204

RE: PETITION FOR SPECIAL HEARING
SE/S Falls Road, between Seminary Avenue & Brookstone Court
(11152 Falls Road)
8th Election District – 3rd Councilmanic District
Boys School of St. Paul's Parish, Inc. and St. Paul's School for Girls - Petitioners
Case No. 00-162-SPH

Dear Mr. Hoffman:

This letter is to confirm that the above-captioned matter, which was postponed due to inclement weather on January 25, 2000, has been rescheduled for Friday, February 18, 2000 at 9:00 AM in Room 407 of the County Courts Building. Please arrange to have the property reposted with the new hearing date, time and location by no later than February 3, 2000 so as to meet the required 15-day posting period. It will not be necessary to readvertise the property.

In the meantime, should you have any questions concerning this matter, please do not hesitate to call me.

Very truly yours,

LAWRENCE E. SCHMIDT
Zoning Commissioner
for Baltimore County

LES:bjs

cc: Mr. Robert Hallett, Headmaster, The Boy's School of St. Paul's Parish, Inc.
Ms. Evelyn A. Flory, Headmistress, St. Paul's School for Girls
11152 Falls Road, Brooklandville, Md. 21022

Ms. Sophia Jennings, DPDM; People's Counsel; Case File

Come visit the County's Website at www.co.ba.md.us





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

Robert A. Hoffman, Esq.
Venable Baetjer and Howard
210 Allegheny Avenue
Towson MD 21204

Re: CASE NUMBER: 00-162-SPH
PETITIONER(S): The Boys School of St. Paul's Parish

Dear Mr. Hoffman

The above matter, previously assigned to be hearing on DECEMBER 1,
1999 has been postponed at your request.

A handwritten signature in cursive script, reading "Arnold Jablon".

Arnold Jablon
Director

cc: Jack Shay

AJ:ggs





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

December 7, 1999

Robert A. Hoffman, Esquire
Venable, Baetjer and Howard, LLP
210 Allegheny Avenue
Towson, MD 21204

Dear Mr. Hoffman:

RE: Case Number 00-162-SPH, 11152 Falls Road

The above matter, previously assigned to be heard on December 1, 1999 has been **rescheduled for Tuesday, January 25, 2000 at 2:00 p.m. in Room 407, County Courts Building, 401 Bosley Avenue.** This date was confirmed with you by telephone today.

As the person requesting the postponement, you are now responsible for affixing the new hearing date and time to the hearing notice sign posted on the property as soon as possible.

If you need further information or have any questions, please do not hesitate to contact Sophia Jennings at 410-887-3391.

Very truly yours,


Arnold Jablon
Director

AJ:scj

C: The Boy's School of St. Paul's Parish, Inc. & St. Paul's School for Girls,
11152 Falls Road, Brooklandville, MD 21022
Jack Shay, 918 Greenspring Valley Road, Brooklandville, MD 21022



VENABLE
ATTORNEYS AT LAW
176245

VENABLE, BAETJER AND HOWARD, LLP

11/15/99
S
WCR

REQUEST FOR MESSENGER DELIVERY/PICK-UP

DATE & TIME PREPARED 11/15/99	SENDER K.A. Howard	EXTENSION 410 474 6262
CLIENT/MATTER NO. 17299-86450	CLIENT/MATTER NAME St Pauls School Zoning Matter	
IF FIRM CHARGE, EXPLAIN		

INFORMATION
(PLEASE CHECK ONE)

☒ DELIVER

☐ PICK-UP

☐ ROUND TRIP

Must Be Delivered/Picked-Up By: Date 11/15/99

Time Court Run

NAME: Arnold Jablon

FLOOR: Room 111

COMPANY: Office of Permits - County Office Bldg

STREET ADDRESS: 111 W Chesapeake Ave

CITY: Towson STATE: Md ZIP CODE: 21204

TELEPHONE: 887-3020

ITEMS AND QUANTITIES

1 ENVELOPE(S) _____ BOX(ES) _____ OTHER (SPECIFY) _____

SPECIAL INSTRUCTIONS

FOR ADMINISTRATIVE SERVICES USE ONLY

MESSENGER SERVICE MICHAEL JOHNSON

TIME REC'D AT DISPATCH _____ TIME OUT TO CARRIER _____ TIME DELIVERED _____

COMMERCIAL MESSENGER SIGNATURE:

REC'D BY: X Kathleen Pearson

R/T REC'D BY: _____ DATE _____ TIME _____

COST: \$ _____

99-2011

VENABLE, BAETJER AND HOWARD, LLP
Including professional corporations

210 Allegheny Avenue
Post Office Box 5517
Towson, Maryland 21285-5517
(410) 494-6200, Fax (410) 821-0147
www.venable.com

VENABLE
ATTORNEYS AT LAW

TO: Gower
11/17/99
na
OFFICES IN

MARYLAND
WASHINGTON, D.C.
VIRGINIA

Robert A. Hoffman
(410) 494-6262

November 15, 1999

HAND-DELIVERED

Mr. Arnold Jablon, Director
Department of Permits and Development Management
County Office Building
111 West Chesapeake Avenue

Towson, Maryland 21204

Re: Zoning Case No. 00-162-SPH
Petitioner: The Boys School of St. Paul's Parish, Inc.
St. Paul's School for Girls (Homeland Racquet Club, Inc.)

Dear Arnold:

Mr. Lawrence Melfa and I will not be able to attend the hearing scheduled for December 1, 1999 at 2:00 p.m. I will be at another Zoning Hearing (Case No. 00-161-SPHA) which is scheduled on the same date at 11:00 a.m., and Mr. Melfa, who will be testifying on behalf of the Homeland Racquet Club, will be at a meeting of the American Trial Lawyers Association from 2:30 to 4:30 on that date.

Accordingly, I would request a postponement of this matter to a later date.

Yours truly,



Robert A. Hoffman

RAH/e
TO1DOCS1/erl01/#91568 v1

VENABLE, BAETJER AND HOWARD, LLP
Including professional corporations

210 Allegheny Avenue
Post Office Box 5517
Towson, Maryland 21285-5517
(410) 494-6200, Fax (410) 821-0147
www.venable.com

VENABLE
ATTORNEYS AT LAW

OFFICES IN

MARYLAND
WASHINGTON, D.C.
VIRGINIA

Robert A. Hoffman
(410)-494-6262

October 8, 1999

W. Carl Richards, Jr.
Zoning Supervisor
County Office Building - 1st Floor
111 West Chesapeake Avenue
Towson, Maryland 21204

Dear Carl:

As counsel to the Boys School of St. Paul's Parish, Inc. on Falls Road in Brooklandville, Maryland, I am enclosing the following items for filing:

1. Three (3) executed Petitions for Special Hearing;
2. Twelve (12) plans to accompany Petition for Special Hearing;
3. Five (5) zoning descriptions; and
4. A check in the amount of \$250.00 for the filing fee.

This case is being drop filed in order to conform to the requirements of a Violation Notice issued by Mr. Perlow in Case No. 99-5669, which requires the filing of this Special Hearing by October 8th, 1999.

Yours truly,



Robert A. Hoffman

RAH:sm

cc: Mr. Jeffrey Perlow
Code Inspections and Enforcement
111 W. Chesapeake Avenue – Room 113
Towson, Maryland 21204

00-162-SPH
10/20/99



Baltimore County
Department of Permits and
Development Management

Code Inspections and Enforcement
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

Code Enforcement: 410-887-3351 Extension 7290
Building Inspection: 410-887-3953

Plumbing Inspection: 410-887-3620
Electrical Inspection: 410-887-3960

BALTIMORE COUNTY UNIFORM CODE VIOLATION NOTICE

VIOLATION(S) OF TITLE 3, 7, 18, 24, OR 26 OF THE
BALTIMORE COUNTY CODE, ZONING, OR OTHER
CODES, REGULATIONS, AND POLICIES AS
INDICATED BELOW:

Violation Notice No.

114806

Case No.:

99-5669

Election District 8 Permit No. _____
Served By: Robert Hallett, Headmaster, Resident Agent
Name (s) THE BOYS' SCHOOL OF SAINT PAUL'S PARISH, INC.
Address 11152 FALLS ROAD, BROOKLANDVILLE, MD 21022
Location of Violation (if different than address) 11152 FALLS ROAD
Vehicle License No.: _____ Vehicle ID: _____

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

County Code:

§§ _____
§§ _____

Zoning Regulations:

§§ 101, 102, 101.2, 101-Residential
§§ _____

Building Code (BOCA):

§§ _____
§§ _____

Livability Code (18-66):

§§ _____
§§ _____

Investment Property Act (7-66):

§§ _____

Electrical Code (NEC):

§§ _____

Plumbing Code (NSPC):

§§ _____

Dwelling (CABO):

§§ _____

Other: §§ _____

PRIVATE COMMENTS OR OTHER VIOLATIONS:

OPERATION OF A SOCIAL/RECREATIONAL/TENNIS FACILITY
(INCLUDING CLUBHOUSE BUILDING AND TENNIS COURTS) IN
AN R2 (RESIDENTIAL) ZONE. CEASE OPERATIONS OF
FACILITY OR FILE PETITION FOR SPECIAL HEARING
BEFORE ZONING COMMISSIONER TO ESTABLISH THE
FACILITY AS A PERMITTED USE/PERMITTED ACCESSORY USE.

YOU ARE HEREBY ORDERED TO CORRECT THESE VIOLATION(S) ON OR BEFORE
October 2, 1999 FAILURE TO COMPLY WILL RESULT IN THE PENALTIES DESCRIBED ON
THE REVERSE SIDE OF THIS VIOLATION NOTICE.

DATE ISSUED: 9/8/99

INSPECTOR:

Jeffrey Perlow
JEFFREY PERLOW

STOP WORK NOTICE

PURSUANT TO INSPECTION AND IDENTIFICATION OF THE FOREGOING VIOLATIONS,
YOU SHALL CEASE ALL WORK UNTIL THE VIOLATIONS ARE CORRECTED AND/OR PROPER
PERMITS OBTAINED. WORK CAN RESUME WITH THE APPROVAL OF THE DIVISION OF CODE
INSPECTIONS AND ENFORCEMENT.

THESE CONDITIONS MUST BE CORRECTED NOT LATER THAN: _____

DATE ISSUED: _____

INSPECTOR: _____

IMPORTANT INFORMATION ON FINES AND PENALTIES PRINTED ON REVERSE SIDE.
PLEASE READ CAREFULLY.

ZONING HEARING FILE INTERNAL CHECKLIST

Zoning Case No. 00-162-SPH

Date Completed/Initials

11/4

PREPARE HEARING FILE (put case number on all papers; hole punch and place appropriately; put label and case number on folder; complete information on stamp on front of folder)

DETERMINE HEARING DATE (schedule within 45 days of filing; post and advertise at least 15 days prior to hearing)

TYPE HEARING NOTICE AND ADVERTISING NOTICE (type according to sample, taking billing information for advertising from advertising form in file; make appropriate copies; mail original and copies of hearing notice; place original advertising notice in Patuxent's box; file copies of both notices in hearing file; update ZAC in computer for hearing date, time and place)

UPDATE ZONING COMMISSIONER'S HEARING CALENDAR (keep original in "red" folder; mail copy to zoning commissioner's office)

COMPLETE FILE (write hearing date, time, and room on front of hearing folder; file in numerical order in cabinet next to copier until it is pulled for sending to zoning commissioner's office)

POSTPONEMENTS (type postponement letter; make appropriate copies; mail original and copies; send copy to zoning commissioner; file copy in hearing file; update hearing calendar and ZAC in computer)

RESCHEDULING (determine hearing date; type letter confirming new date; make appropriate copies; mail original and copies; file copy in hearing file; update hearing calendar and ZAC in computer; refile hearing folder)

INDEX CARDS (prepare index cards, according to sample; file cards in cabinet)

ADVERTISING/POSTING CERTIFICATES (check off on front of hearing file; put certificates in file)

COMMENTS (check off agency comments received on front of hearing file; make copies; type comments letter; mail original to petitioner; file copy in hearing file)

FILES TO ZONING COMMISSIONER'S OFFICE (pull the files for the following week every Friday and administrative files on Tuesday; verify that checklist on front of hearing file has been completed; secure all papers under clips in file; send files for hearings to zoning commissioner's office by noon on Friday and files for administrative on Tuesday morning)

PETITIONER(S) SIGN-IN SHEET

ADDRESS

210 Allegheny Ave 21204
DMW 200 E. Penn. Ave. 21286
901 Dulany Valley Rd #400 21204
3710 BLENDHEIM RD. PHOENIX 21131
~~2521 Mt. Grand Rd. Pankton~~
10 Woodward Lane Lutherville 21093
401 Allegheny Ave Towson 21204

ST. PAUL'S SCHOOL

1152 Falls Rd.

P.O. Box 8100

Brooklandville, MD 21022-8100



Printed with Soybean Ink
on Recycled Paper

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 2 day of April,
1997, by and between:

1. THE BOYS SCHOOL OF ST. PAUL'S PARISH
a body corporate of the State of Maryland
Brooklandville, Maryland 21022
(hereinafter referred to as "Landlord")

and

2. HOMELAND RACQUET CLUB, INC.
a body corporate of the State of Maryland
Baltimore, Maryland
(hereinafter referred to as "Tenant").

Ref No 3

RECITALS

(A) The Landlord is the owner, in fee simple, of a certain tract of land and the improvements thereon situate in Baltimore County, Maryland, containing approximately 4.37 acres (hereinafter the "Land"), and fourteen tennis courts, a club house facility, a twenty car parking lot, access roads and ancillary improvements appurtenant to the operation of a tennis facility (hereinafter cumulatively the "Improvements").

(B) The tenant is a non-profit corporation which currently operates a private tennis club called "Homeland Racquet Club, Inc." on the Demised Premises and desires to continue its Lease at the Demised Premises.

NOW, THEREFORE, the parties agree as follows:

ARTICLE IDEMISED PREMISES

Section 1.01. Demised Premises. The Landlord hereby lets and demises to the Tenant, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, and the

Tenant hereby leases from the Landlord the real estate, and any improvements located or to be located thereon, outlined in red on Exhibit "A", consisting of 4.37 acres, more or less, along with such access to and from Falls Road and Greenspring Valley Road as Landlord shall have. Such premises are referred to in this Lease as the "Demised Premises."

Section 1.02. Additional Improvements. The Landlord gives the Tenant permission to explore the possibility of building additional courts at the Tenant's expense and the parties agree to cooperate in locating the proper place for additional courts. In that regard, the Landlord and Tenant both agree to appoint two (2) people each to a construction committee for the design and location of any additional courts.

ARTICLE II

TERM AND RENEWALS

Section 2.01. Term. The term of this Lease shall commence on January 1, 1997 and shall continue for a period of five (5) successive years to the last day of December, 2001.

Section 2.02 Right of Termination Upon Violation of Covenants or Conditions by Tenant or Landlord. The Landlord or Tenant shall have the right to terminate this Lease Agreement, or any renewal or extension thereof, without payment, at any time upon written notice of termination to the Tenant or Landlord, in the event that the Tenant or Landlord violates any of the covenants or conditions of this Lease Agreement and fails to correct such default within the notice periods provided in Article X.

Section 2.03. In the event the parties hereto execute a new lease agreement for a term beginning upon the expiration hereof then such lease agreement shall establish the "Rental" thereunder upon the same terms and conditions as found in Section 3.01 (a) and (b) hereof except that the base rent and minimum rental shall be the amount paid by Tenant in the last year of this Lease Agreement.

ARTICLE III

RENT

Section 3.01. Rental. The Tenant shall pay to the Landlord, without any right of set off or any prior demand therefor, throughout each year of the Demised Term, rental payable annually on the first day of May, as follows:

(a) Beginning with the first year of the Lease Term, (January, 1997), the Tenant shall pay Twenty-Five Thousand, One Hundred Fifty Dollars (\$25,150.00) as base rent.

(b) Beginning with the second year of the Lease Term, (January, 1998), and continuing every year thereafter, the Tenant shall pay an amount equal to Twenty-Five Thousand, One Hundred Fifty Dollars (\$25,150.00) multiplied by a fraction, the numerator of which shall be the Consumer Price Index for Baltimore -- All items for November of the preceding year and the denominator of which shall be the Consumer Price Index for Baltimore -- All items for November, 1996. For example, the fractions used to determine the rental for the years 1998 and 1999 shall be as follows:

$$1998 = \$25,150.00 \times \frac{\text{Nov., 1997 CPI}}{\text{Nov., 1996 CPI}}$$

1999 = \$25,150.00 X Nov., 1998 CPI
Nov., 1996 CPI

Provided, however, that the maximum percentage increase or decrease in any one year shall not exceed 10% above or below the preceding years rental but in no event shall the annual rental be less than Twenty-Five Thousand, One Hundred Fifty Dollars (\$25,150.00).

(c) The Tenant shall pay as additional rental the sum of Five Thousand Nine Hundred Seventy-Six Dollars and Seventy-Three Cents (\$5,976.73) per year as rent for the use of the club house facilities. If this Lease Agreement is terminated for any reason the Tenant shall, thereafter, be relieved of any obligation to make the additional rental payments described herein.

Section 3.02. Additional Rent. The Tenant agrees to pay any and all real property taxes assessed against the Landlord by Baltimore County or the State of Maryland for real property taxes as assessed by those taxing authorities occasioned by the rental to and use of the tennis courts by the Tenant. Tenant and Landlord agree to cooperate and take any and all reasonable and necessary steps to keep those taxes as low as possible including, but not limited to, challenging the applicability of the tax and the amount of any assessment. Tenant agrees to be responsible for any and all legal or other costs associated with challenging the applicability of the tax or the amount of the assessment.

ARTICLE IV

USE OF DEMISED PREMISES

Section 4.01. Landlord's Use. The students, faculty and administration of the Landlord shall have priority over all club

members for the use of the Demised Premises as detailed on the schedule attached hereto as Exhibit B. At all other times the Tenant will have exclusive use of all facilities. However, either the Landlord, which constitutes its students, faculty and administration, or the Tenant and any of the Tenant's authorized guests may use the courts which are not in use at any time by the other party. With the exception of those times listed in Exhibit B the Landlord, its students, faculty and administration understand that they will immediately relinquish use of any and all tennis courts upon request by any authorized member of the Tenant who is waiting for a court provided, however, that the faculty and staff of the Landlord with possession of a full privilege membership card, shall have the right to use the tennis courts to the same extent as all other full privileged members. The Landlord, its students, faculty and administration agree to abide by all of the playing rules, which may be updated from time to time. A copy of the current playing rules is attached and is made a part of this Lease Agreement and labeled as Exhibit C.

ARTICLE V

MAINTENANCE DEMISED PREMISES AND ALTERATIONS

Section 5.01. Maintenance. Tenant, at its sole cost and expense shall keep and maintain the Demised Premises, including any altered, rebuilt, additional or substituted improvements in good repair and appearance during the term of this lease. Good repair and appearance shall be defined as "ordinary day to day maintenance and repair which arises from ordinary day to day wear and tear and

for the repair of damages caused by the Homeland Racquet Club, Inc., its members and/or authorized guests." The Tenant is not responsible for the maintenance or repair of any structural defects or any damage caused by or occasioned wholly or in part directly or indirectly by the negligent acts or the willful acts or omissions or failure to act of the Landlord or any persons associated with the Landlord. It is understood that the Tenant's duty with reference to the maintenance and repair does not apply to the repair or resurfacing or maintenance of the access roads to the Demised Premises nor to the Parking Lot facility nor to the resurfacing of the Hard Surface All Weather Courts. The Tenant nevertheless agrees to keep and maintain all portions of the Demised Premises in a clean and orderly condition free of dirt, rubbish and other obstructions. All repairs made by the Tenant or the Landlord shall be at least equal to the original work in class and quality. Tenant shall also keep the grass surrounding the tennis courts mowed and maintained in an orderly fashion provided, however, that Landlord will use its gang mowers to mow the grass, where possible.

Section 5.02. Capital Improvements and Major Repairs.

Notwithstanding anything which may be construed to the contrary set forth in Section 5.01 above, the Landlord shall be responsible for resurfacing of the All Weather Courts, access roads leading to the Demised Premised and to the 20 car parking lot facility and any additional or replacement capital improvement and major repairs to the Demised Premises as determined by the Landlord

to be necessary or desirable. Major repairs and additional or replacement capital improvement for the purposes of this Lease shall be deemed to include anything other than normal maintenance as described in Section 5.01 above.

ARTICLE VI

INDEMNIFICATION

Section 6.01. Indemnification. Unless caused or arising wholly or in part, directly or indirectly, by reason of the negligence or the willful acts or omissions to act of Landlord, its agents, servants or employees, faculty, administration, students or invitees, Tenant shall indemnify and save harmless Landlord from and against any and all liabilities, damages, costs, expenses (including any and all reasonable attorney's fees), causes of action, suits, claims demands, or judgments of any nature whatsoever arising from the operation of the tennis club by the Tenant upon the Demised Premises.

ARTICLE VII

INSURANCE

Section 7.01. Insurance. Tenant, at its sole cost and expense, shall keep the Demised Premises, improvements and equipment thereon situate insured, during the Term of this Lease, against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by the broad form Extended Coverage Endorsement, in an amount not less than the replacement value of the improvements.

Landlord or Tenant pursuant to the provisions of this Lease shall be applied by the Landlord to the payment of such restoration and/or repairs. Said repairs and/or restoration will not await the receipt of the insurance proceeds but will begin as soon as practicable after the loss but not before such time as the applicable insurance company shall have adjusted and appraised the amount of damage to the parties satisfaction. If all or part of the Demised Premises cannot be used for the purpose for which it was intended then the rent due by the Tenant shall be abated and/or apportioned depending on the percentage of useability as determined by a three (3) man arbitration panel one member of which would be a member of Homeland Racquet Club, Inc., and one member of which will be appointed by St. Paul's School and a third member who will be agreed upon by the first two (2) members of the arbitration panel. Any and all decisions made by the panel will be binding and will be implemented immediately.

ARTICLE IX

UTILITIES

Section 9.01. Utilities. The Tenant shall be responsible for the payment of all utilities on the Demised Premises except for water, the payment for which shall be the Landlord's responsibility. The Tenant and Landlord shall be responsible for developing a mutually acceptable sprinkling schedule for the tennis courts. In the event a separate water meter is installed for the Demised Premises, the Tenant shall be responsible for the payment of the water bill resulting therefrom.

ARTICLE X

DEFAULT

Section 10.01. Default.

(a) Each of the following shall be deemed a default by Tenant and a breach of this Lease:

(1) The filing of a Petition by or against Tenant for adjudication as a bankrupt under the Bankruptcy Act, as now or hereafter amended or supplemented, or the reorganization within the meaning of Chapter X of the Bankruptcy Act, or for arrangement within the meaning of Chapter XI of the Bankruptcy Act, unless such petition is dismissed within one hundred twenty (120) days.

(2) The commencement of any action or proceeding for dissolution or liquidation of the Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant, unless such action is dismissed within one hundred twenty (120) days.

(3) The making by Tenant of an assignment for the benefit of creditors.

(4) The filing of a tax or mechanic's lien (other than real property taxes) against any property of Tenant, unless dismissed or, as to a mechanic's lien, bonded within one hundred twenty (120) days after notice from Landlord as provided in (6) below. It is understood that both parties are responsible for any personal property taxes on personal property owned by them.

(5) Default by Tenant in payment of the rent herein reserved, or any part thereof, or any other sum required by the

terms of this Lease, for a period of fifteen (15) days after service of written notice thereof by the Landlord upon the Tenant.

(6) A default by Tenant in the performance of any other term, covenant, agreement or condition of this Lease on the part of Tenant to be performed for a period of thirty (30) days after service of written notice thereof by the Landlord upon the Tenant. In the event such default is of a nature which cannot reasonably be cured or corrected by Tenant within said thirty (30) day period, and Tenant, within said thirty (30) day period, commences to cure such default, no default shall be deemed to have occurred by Tenant hereunder.

(b) All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. For purposes of the collection of rent this Lease shall be construed to be a divisible contract, to the end that successive actions for rent may be maintained. Nothing in this paragraph shall be construed to defeat the Tenant's right to abate or prorate the rent as occasioned by any casualty as defined in Section 8.01 of this Lease.

(c) In the event of any default by Tenant as set forth in this Section 10.01, subparagraph (a), Landlord may, at any time thereafter and only while such default continues uncorrected, at its election, without further notice to Tenant, terminate this Lease and Tenant's right to possession of the Demised Premises, and with or without legal process, take possession of the Demised Premises, and remove Tenant, any occupant, and any property

therefrom, using such force as may be necessary, without being guilty or trespass and without relinquishing any rights of Landlord against Tenant.

(d) If Landlord terminates this Lease as set forth in this Section 10.01, subparagraph (c), Landlord shall be entitled to recover damages from Tenant in an amount equal to the amount herein covenanted to be paid as rent, together with all reasonable expenses of any proceedings which may be necessary in order for Landlord to recover possession of the Demised Premises and thereupon this Agreement shall be terminated. The Landlord agrees to take any and all reasonable action to mitigate any damages suffered by reason of the termination or any default of the Tenant hereunder, and the Landlord agrees to offset against any damages to which the Tenant may be responsible any and all sums which are received by the Landlord from a re-letting of the Demised Premises, or from the running of any other type of tennis facility or operation thereon, whether or not by a third party or by the Landlord.

ARTICLE XI

CONDEMNATION

Section 11.01. Condemnation. If the Demised Premises, or any part thereof, should be taken and condemned for public purposes by any proper authority, and such taking should render the Demised Premises untenable for use as a tennis club as determined by the Tenant, then and in that event, the rent shall be paid to the date of such taking and this Lease shall thereupon be terminated,

neither party having any liability to the other. In the event of condemnation proceedings, Tenant shall have no claims against Landlord, and Tenant shall not be entitled to any portion of any amount that may be awarded as damages or paid as a result of such proceedings, or as the result of any agreement made with Landlord; provided, however, that Tenant shall be entitled to compensation from the condemning authorities for its losses occasioned by such condemnation. In the event of a partial condemnation the parties are free to negotiate an equitable reduction of the rent and modification of other pertinent terms of this Lease affected by the partial condemnation.

ARTICLE XII

ASSIGNMENT AND SUBLETTING

Section 12.01. Assignment and Subletting. Neither party shall during the Term of the within Lease assign or sublet the Demised Premises without prior written consent of the other party, and such consent shall not be unreasonably withheld. The Landlord, however, agrees to allow the Tenant at its sole discretion to sublet part of the Club House facilities for a pro shop and any items sold therein shall be for the sole use of the members of the Tenant. Tenant agrees to allow Landlord the right to sublet the four hard courts during a portion of the summer for a summer camp as more fully outlined in Exhibit B., Section I.C.

ARTICLE XIII

SUBORDINATION

Section 13.01. Subordination. This Lease shall be subject to and subordinate, at all times, to the lien of any mortgages and/or deeds of trust now or hereafter made by Landlord on the demised Premises, and to all advances made or hereafter to be made thereunder. The Landlord covenants and agrees to provide the Tenant with a non-disturbance agreement from any and all mortgagees and/or beneficiaries of deeds of trust which are now or hereafter holders of liens upon the title to the Demised Premises. If there is currently any lien of any mortgage or deed of trust on the title to the Demised Premises, then the Landlord will provide the Tenant on or before the commencement of the initial Term of this Lease with a non-disturbance agreement from such mortgagees or beneficiaries.

ARTICLE XIV

RULES

Section 14.01. Rules. The right of the Landlord and Tenant to use and enjoy the leased premises as above set forth shall nevertheless be subject to any and all rules and regulations adopted by the Tenant and approved annually by either the Headmaster or Business Manager of Landlord, or other person designated by the headmaster of the Landlord for the proper maintenance and care of the courts including rules and regulations setting forth times at which the grounds crew or maintenance crew shall have unlimited access to the tennis courts for maintenance

and upkeep thereof, including but not limited to playing rules, codes of conduct, and dress codes, and membership policies, wherein the club agrees not to restrict its membership based on race, color, creed or sex. The Tenant covenants and agrees to use the tennis courts and the other property and equipment subject to this Lease Agreement only for purposes of a non-profit tennis club and for the encouragement and promotion of the sport of tennis and for such other activities as may be reasonable and directly related to the foregoing. The rules drafted by the Tenant and approved by the Landlord as provided herein may be amended from time to time and approval by the Landlord will not be unreasonably withheld. The Officers and/or any member of the Board of Directors of the Tenant shall be responsible for the enforcement of these rules and regulations which shall be applicable to the Tenant, its authorized guests and to the Landlord and its students, faculty and/or administrators. The Landlord agrees to assist the above authorized members of the Tenant to enforce all applicable rules and regulations.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Waivers. Any waiver applicable to this Lease shall be in writing. No such waiver of any condition or covenant in this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of the Lease.

Section 15.02. Remedies Cumulative. The remedies of the Landlord and Tenant shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law.

Section 15.03. Notices. All notices required under this Lease shall be in writing and deemed to be properly served if sent by registered or certified mail, if to Landlord, at the address indicated in the preamble of this Lease and if to Tenant, to the President and to the first and second Vice-Presidents of the Club, provided that their names and addresses and any changes thereof are given in writing to the Landlord, or to any subsequent addresses which Landlord or Tenant may designate in writing delivered to the other party for such purpose.

Section 15.04. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto, it being agreed that neither the method of computation of rents nor any other provisions named herein, nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 15.05. Construction. Whenever a word appears herein in its singular form, such word shall include the plural; and the masculine gender shall include the feminine and neuter genders. Any references in this Lease to Tenant shall be also construed to

apply for the benefit of any approved subtenant, except as to any specific designation to the contrary. This Agreement shall be construed without reference to titles of Articles, Sections or Clauses, which are inserted for convenient reference only.

Section 15.06. Governing Law. This Lease Agreement shall be construed and enforced in accordance with the Laws of the State of Maryland.

Section 15.07. Invalidity or Inapplicability of Clause. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 15.08. Successors and Assigns. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns, except as otherwise provided herein.

Section 15.09. Brokers. Landlord and Tenant warrant that they have not dealt with a real estate broker or any other person entitled to a commission or fee on the execution of the within Lease Agreement.

Section 15.10 Recording. Either party may record the within Lease Agreement among the Land Records of Baltimore County and it

shall be the obligation of the party so recording to pay all recordation and transfer taxes and other recording costs therefor.

Section 15.11. Members' Addresses. The Tenant shall furnish annually to the Landlord, on or before the first day of May, a list of all club members and their addresses. The Landlord shall furnish annually to the Tenant, on or before the fifteenth day of February, a list of all students, faculty and staff members of the Landlord and a special list of those ten (10) faculty/staff members who are to receive full privilege membership cards.

Section 15.12. Excuse for Non-Performance. Either party hereto shall be excused from performing any obligation or undertaking provided in this Lease, in the event and/or so long as the performance of any such obligation is prevented and delayed, retarded or hindered by Act of God, fire, earthquake, floods, explosion, strikes, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, condemnation, requisition, laws, orders of government or civil or military or naval authorities, or any cause whether similar or dissimilar to the foregoing, not within reasonable control of such party.

Section 15.13. Entire Agreement. It is understood and agreed by the parties hereto that this Lease shall constitute the only agreement between them relative to the Demised Premises and that no oral statements or no prior written matter extrinsic to this instrument shall have any force or effect. This Agreement shall not be modified except by writing, subscribed by both parties.

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

LANDLORD

WITNESS:

[Signature]

THE BOYS SCHOOL OF SAINT PAUL'S PARISH

By *Robert W. Hallett* (SEAL)
Robert W. Hallett, Head Master

TENANT

WITNESS:

Kevin L. Benbow

HOMELAND RACQUET CLUB, INC.

By *Norman Smith* (SEAL)
Norman Smith, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 25th day of March, 1997, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Norman Smith, who acknowledged himself to be the President of HOMELAND RACQUET CLUB, INC., and he acknowledged that he executed the foregoing on behalf of the said body corporate for the purposes therein contained and he acknowledged same to be the lawful act and deed of the said body corporate.

AS WITNESS my hand and Notarial Seal.

Kevin L. Benbow
Notary Public

My Commission Expires: 4-97



STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 4th day of APRIL, 1997, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Robert W. Hallett, who acknowledged himself to be the Head Master of THE BOYS SCHOOL OF ST. PAUL'S PARISH, and he acknowledged that he executed the foregoing on behalf of the said body corporate for the purposes therein contained and he acknowledged same to be the lawful act and deed of the said body corporate.

AS WITNESS my hand and Notarial Seal.

Mary Ellen Menzel
Notary Public

My Commission Expires: 12-1-97

EXHIBIT A
Plat of Land

Exhibit B

I. Court Usage

- A. St. Paul's School will have priority use over the Har-Tru courts from:
1. The opening of the courts which is anticipated to be sometime between April 1 and April 15 through Memorial Day from 1:00 p.m. to 5:15 p.m. and after Labor Day through October 31 from 1:00 p.m. to 5:00 p.m.
- B. St. Paul's School will have priority use of the four hard courts year round
1. The pro may use one of the hard courts for lessons in the event that all Har-Tru courts are occupied or in the event that Har-Tru courts cannot be used due to maintenance requirements or weather provisions.
 2. Students may use the hard courts when they are available.
 3. During the Spring and Fall in the afternoon hours when St. Paul's has priority use of the tennis courts, the students and faculty will cooperate with the club pro who is in charge of maintenance and will attempt to consolidate their use or play on the courts to one row of courts to the extent possible so that watering and rolling can be accomplished on the other row of courts. Students may use the water fountain and rest room with faculty supervision.
- C. St. Paul's School will have the right to use the hard courts and restrooms for a summer camp. St. Paul's will provide Homeland Racquet Club with the dates of the camp, and the time period that the courts will be used.
1. The school will appoint someone to act as a liaison between the camp director and Homeland Racquet Club in order to control any disputes with reference to noise control, parking problems and use of the restrooms.

2. The use of the clubhouse and restroom facilities by the students and staff of the summer tennis camp from St. Paul's shall be permitted if properly supervised by the camp staff.
- D. It is understood that the club and/or the school may have special events or needs and both agree to share and accommodate one another with reasonable notice to the other.

II. Maintenance and Responsibilities

- A. The club will maintain:
 1. Har-Tru courts, fences and windscreens
 2. The clubhouse
- B. The school is responsible for:
 1. The hard courts and has agreed to resurface the hard courts when necessary and provide windscreens.
 2. The parking lot.
 3. Working with the Club to resolve major tenant problems.
- C. The pro and/or athletic director will determine when courts are unplayable.
- D. The school will include the tennis club in its security program.

IV. Faculty/Staff Membership

- A. Currently, all faculty members, staff members, and their immediate families have access to the courts at all times when the courts are not in use during the time periods determined to be Homeland Racquet Club priority use. This policy will remain in force and effect. They do not have to pay guest fees.
- B. On or before January 15, 1992 and every year thereafter that the lease is in effect, the Landlord will provide the tenant with a list of ten faculty or staff members who are to receive the full privilege membership cards. The Landlord will have the right to

amend or change the names of full privileged members on an annual basis. Faculty/Staff members who have full privilege memberships will be subject to all rules and regulations as established by the Club, including but not limited to, the payment of guest fees and the inclusion of any child under the age of twenty-one (21) who lives at home as constituting a family member for purposes of a family membership.

ST PAUL'S

BY FAX

Date: January 24, 2000

To: Rob Hoffman
Venable Baetjer & Howard

From: Kirk Evans

Subj: Facilities Usage

Here is a list of the area independent schools and their usage of facilities outside of their normal school programs:

School -----	School Managed -----	Outside Org. -----
Boys Latin		Summer Camp Field Rentals
Bryn Mawr	Sports Camps	Tennis Camps Neighborhood Tennis
Friends	Tennis Camps Summer Camps	Swimming Club Rental Gym and Building Rentals
Garrison Forest		Tennis Camps
Gilman		Summer Camps Tennis Camps
Maryvale		Summer Camps Field Rentals
McDonogh	Summer Camps	Tennis Camps
Park	Tennis Camps	
Roland Park	Summer Camps	Tennis Groups
St. Paul's - Boys	Summer Camps	Gym Rentals
St. Paul's - Girls	Summer Sports Camps	Soccer Camp Tennis Camps
St. Timothy's	Summer Riding Camp Soccer Camp	Tennis Court Rental

DPL 103

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF PERMITS AND LICENSES

N^o 71008

OFFICE OF THE BUILDINGS ENGINEER
COUNTY OFFICE BUILDING, TOWSON, MD. 21204

Permission is hereby granted to:

Name ST Paul's School For Girls Inc.Address 11152 FRILE RDBROCKHAVILLE, MD. Zip 21022

to use and occupy the land and/or buildings described and located as follows on Permit No.

71008 Same

Address

ST+

City, Town, State, Election District

Lot No.

Block No.

Account No.

Subdivision name or acreage description

for the purpose set forth below:

New Bldg. (Lockers Rms)

Use for which permit is granted (describe fully)

Occupancy Load CompleteDate 6/27/05

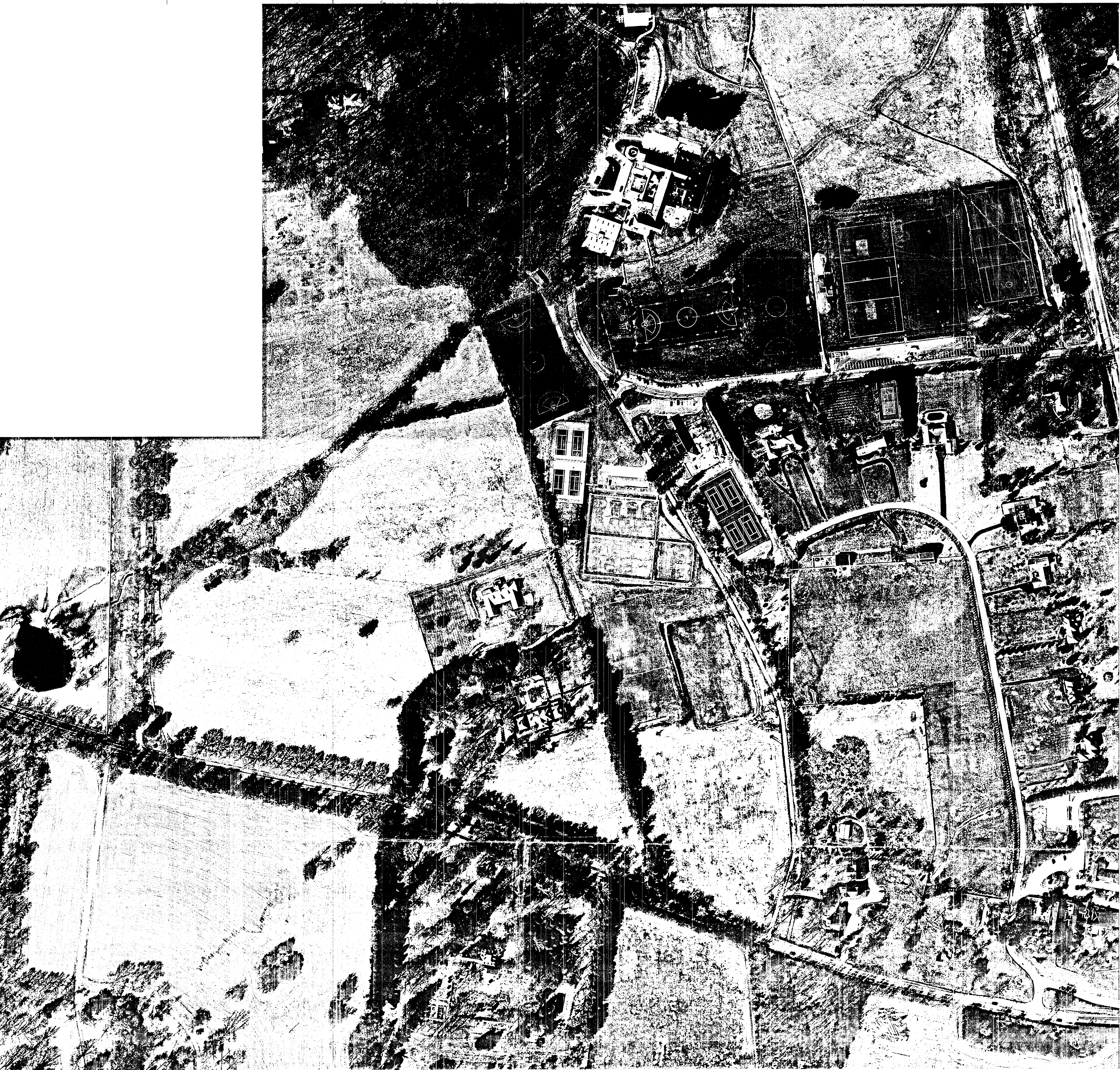
Issued by the Buildings Engineer

Fee Paid _____

John R. King

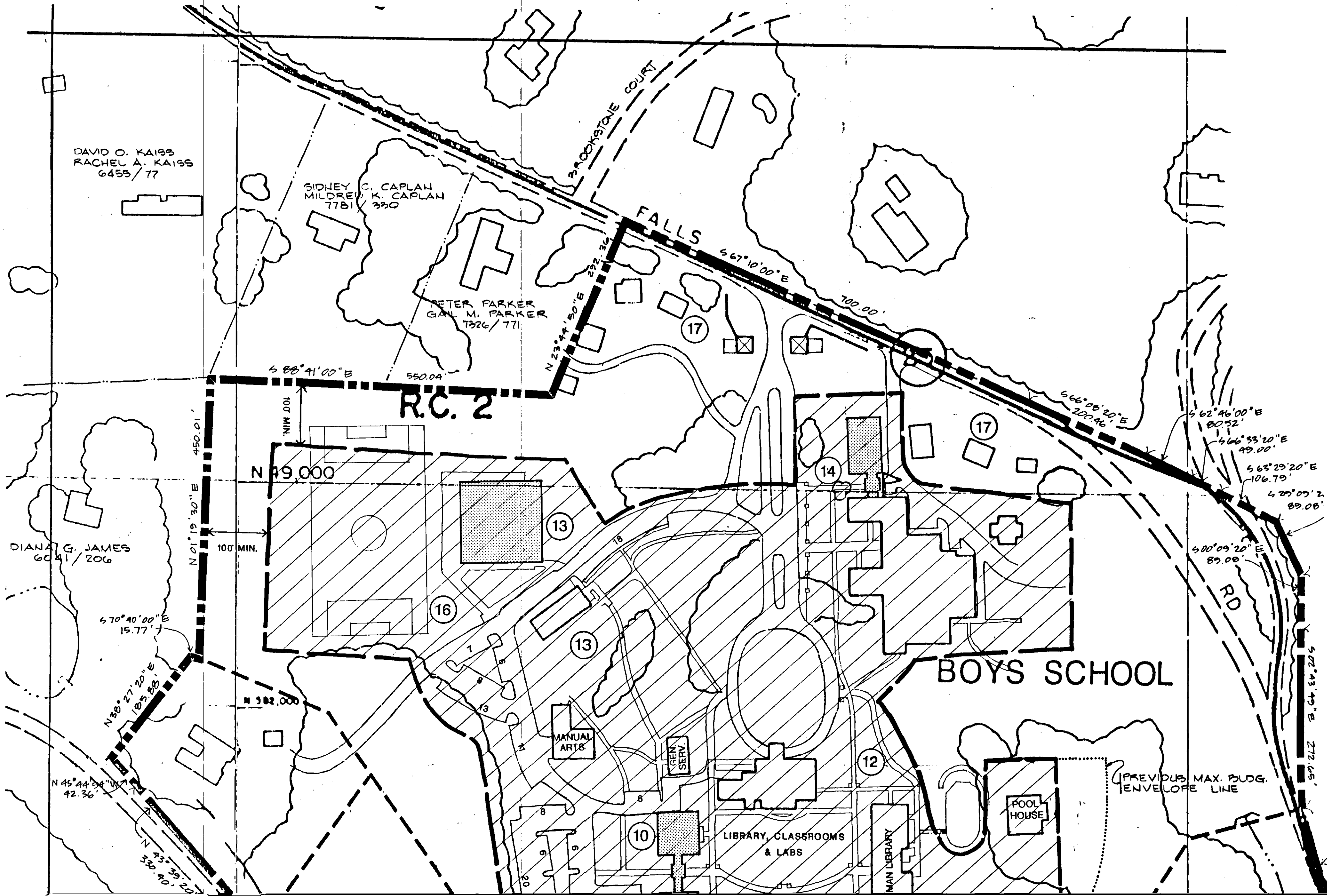
NOTE: This permit must be conspicuously displayed and not removed from the premises for which it was issued. It is not transferable. It must be shown upon demand to any authorized representative of the Buildings Engineer, Division of Building Inspection. This permit is good only for the use and to the extent described above. Changes in use, any extension thereof, and changes in occupancy require a new permit.

ADN 63



100 0 100 200 300 400 500 Feet

Rob Noa



- General Note
- Election District 8, Council District 3
 - All driveways and parking areas shall be provided with a durable, dustless surface maintained so as not to create any undesirable conditions. Details are as shown.
 - Building and proposed landscape buildings are as shown and as identified in the legend. Proposed buildings and facilities are schematic and are based on conceptual plans. Accordingly, they are subject to modification and revision in accordance with the terms of this Special Exception and applicable standards and requirements of the Zoning Regulations.
 - Off-street parking area and compensation:
 - Date:

Boys School	Girls School	Total	
Students	720	360	1080
Faculty and Staff	120	50	170
* No students made on the campus.			
 - Parking required:

Faculty and staff	170 at 1 space/veh. = 170 Spaces
Bus Area (1000 sq. ft. at 1/4" = 100 spaces)	100 spaces
Total required	270
 - Parking provided: 644 Spaces
 - Storms and drainage courses are shown.
 - Site landscaping and screening shall be in compliance with the Baltimore County Landscape Manual.
 - All site lighting and any future use to illuminate parking areas shall be arranged to reflect light away from adjoining residential premises and public streets.
 - The site is connected to public water at Bell Road. Therefore, the on-site sewage system is private. The on-site sewage system is private. As building activity occurs, the sewer facilities shall be inspected to review and approved by DEPRM.
 - Zoning History: The B. Paul's School for Girls was granted a Special Exception for a private school by the Zoning Commission on November 20, 1985, subject to Phase 1 and 2 being marked on the plan as classrooms and approved as a related plan by the Maryland Department of Transportation and by the Office of Planning and Zoning.

Petitioner #107-0714, granted by the Zoning Commission on March 2, 1987, approved an amended site plan to permit building expansion over time.

Petitioner #8-301-0542, granted by the Zoning Commission on September 30, 1988, approved a Special Exception for a private preparatory school for the boys school of St. Paul's Parish expansion of the total site and an amendment of the site plan appeared in Case No. 88-129-3 and PZ-MF-0714, modified to show general building envelopes in accordance with the concept plan introduced as Petitioner's Exhibit 1. These approvals were granted subject to the following conditions that are conditions precedent:
 - In implementing the modified concept plan, the school shall have flexibility to make changes in the design and/or location of the building envelope on the site plan, Petitioner's Exhibit 1, without the need for further hearings before the Zoning Commission as long as the development remains within the indicated building envelope and complies with all applicable requirements of the Building Code, Development Regulations and other portions of the Baltimore County Code.
 - The Petitioner shall redesign all parking areas to comply with comments set forth in the August 31, 1985, letter of recommendation from the Baltimore County Fire Department. Petitioner shall construct and equip the subject property in compliance with the requirements of the Baltimore County Fire Department for adequate on-site water supply for fire protection prior to the construction of any building, structure, or facilities included on Petitioner's Exhibit 1.
 - Petitioner shall comply with all Zoning Advisory Committee comments.
 - The Petitioner shall install all necessary fire hydrants as required by the Baltimore County Fire Department. Petitioner shall construct and equip the subject property in compliance with the requirements of the Baltimore County Fire Department for adequate on-site water supply for fire protection prior to the construction of any building, structure, or facilities included on Petitioner's Exhibit 1.

Tenant, at its sole cost and expense, but for the mutual benefit of Landlord and Tenant, shall maintain personal injury and property damage liability insurance against claims for bodily injury, death or property damage, occurring on the Demised Premises, such insurance to afford minimum protection, during the term of this Lease, of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect of bodily injury or death to any one person, and of not less than One Million Dollars (\$1,000,000.00) in respect of any one accident, and of not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.

Tenant shall carry the Workmen's Compensation Insurance required by Maryland law to cover all employees who should sustain an accidental injury arising out of and in the course of their employment.

All insurance provided for shall, at Tenant's option, either be effected under separate valid and enforceable policies or be effected under Landlord's existing blanket policies with Tenant as an additional named insured. Tenant shall bear any increase in premium caused by such addition. All policies shall be endorsed as to the Demised Premises and all other areas of the landlord and St. Paul's School for Girls used by Members of Tenant. Such policies shall be issued by insurers of recognized responsibility which are licensed to do business in the State of Maryland, are well rated by national rating organizations, and have been approved in writing by Landlord and any mortgagee or beneficiary named as the party secured by any mortgage or deed of trust encumbering the Demised

Premises. Such approval shall not be unreasonably withheld. Upon the execution of this Lease, and thereafter not less than thirty (30) days prior to the expiration dates of the expiring policies, originals of the policies or certificates thereof bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord.

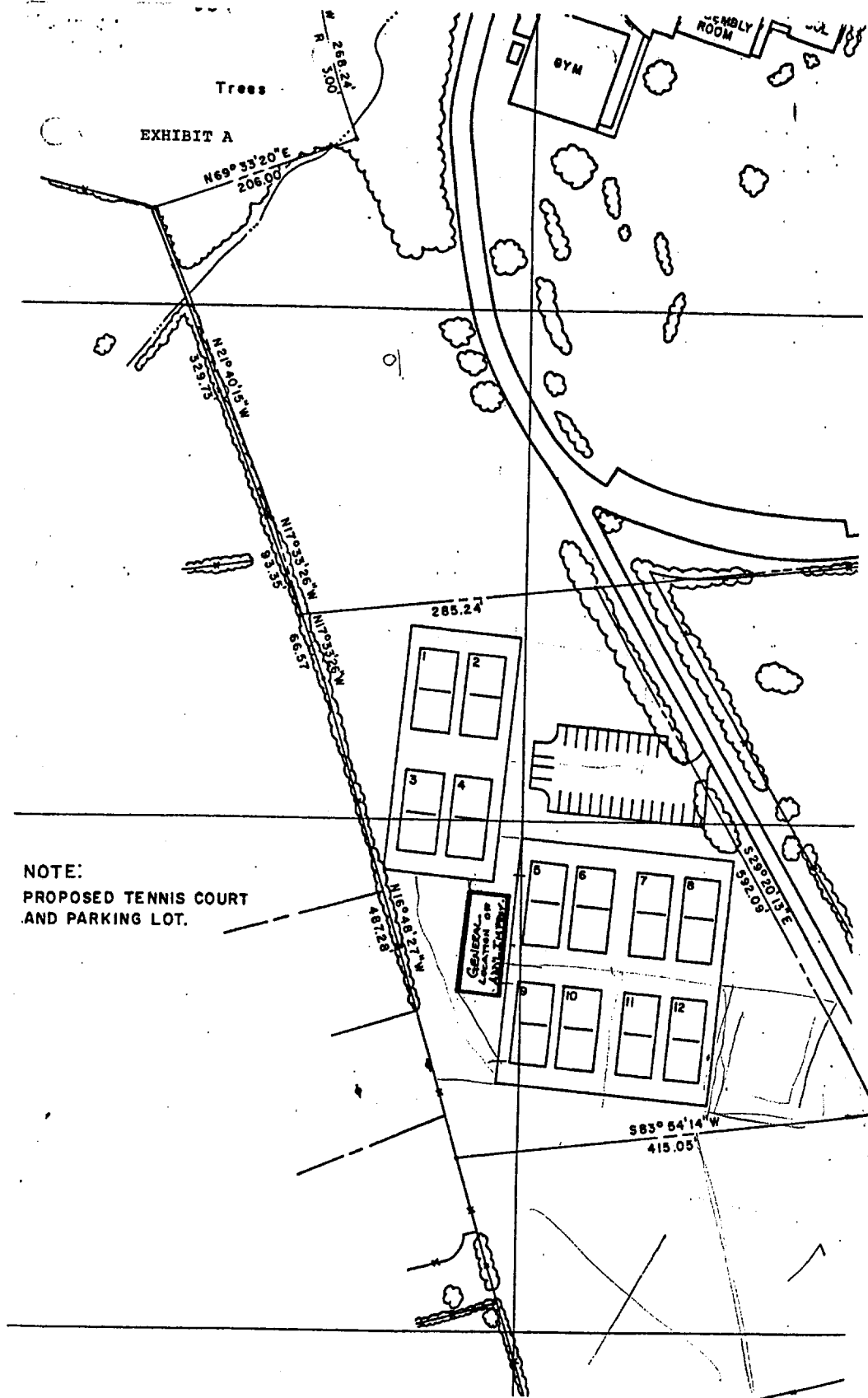
The liability insurance described above shall name Landlord and Tenant as the insured as their representative interests may appear, and shall not be cancelable unless the Landlord shall have received fifteen (15) days prior written notice from the insurer.

The Landlord and Tenant agree to have their respective insurance carriers review and make recommendations with reference to the coordination of the policies in order to insure the minimum costs and to maximize protection for the parties and any of the parties' invitees and guests.

ARTICLE VIII

CASUALTY

Section 8.01. Casualty. In the event of any damage to or destruction of the improvements existing or to be built upon the Demised Premises or to the Demised Premises itself by fire, storm, flood or any and all other casualties, at any time during the Term of this Lease the Landlord at its sole expense shall promptly repair and restore the Demised Premises and the improvements thereon as nearly as possible to its condition prior to such damage or destruction. All insurance proceeds received either by the



NOTE:
PROPOSED TENNIS COURT
AND PARKING LOT.

HOMELAND RACQUET CLUB PLAYING RULES

FACILITIES - The hard courts, Har-Tru courts, and club house are for the use of Homeland members and guests only.

IDENTIFICATION - Upon request, members must identify themselves to the Tennis Pro, the Superintendent, or to any member of the Board.

APPAREL - Only tennis clothes are to be worn on the courts. Players must wear shirts at all times. Players must wear smooth soled tennis shoes on Har-Tru courts.

COURT AVAILABILITY - Members shall not use the Har-Tru courts before 8:00 a.m. The Club Pro, the Superintendent, or any officer of the Club shall determine the suitability of the courts for play. When school is not in session, courts will be cleared each day between 3:30 p.m. and 5:00 p.m. for maintenance.

JUNIORS - Junior members must surrender court upon request of adult members waiting to play. For the purpose of court assignment, adult members playing doubles with juniors will be considered the same as adults playing singles.

MEMBERS WAITING - All members must surrender court after playing the best two of three sets or after an hour and a half, whichever comes first. Players on hard courts have priority on Har-Tru courts if they are waiting for such and are next in line.

Adult members playing singles must surrender court upon request of adult members desiring to play doubles, even if hard courts are not in use.

COURT SIGN IN AND COURT ASSIGNMENTS Everyone must sign in before playing. The Tennis Pro and Superintendent will make court assignments. Players may not go onto the court until their entire group is present - No holding of courts!

GUESTS Members must register guests before commencing play. Guests must play with registering member. There will be no guest play allowed before noon on Saturdays, Sundays, or holidays. Guest fees are \$10.00 per guest. These fees apply to all courts, including hard courts. A \$5.00 penalty will be added to the normal \$10.00 guest fee when a guest is not registered before beginning play, if that guest must be registered by the Club Pro, Club Superintendent, or by any officer of the club. Members are limited to one guest when other members are waiting to play. Each guest is restricted to six appearances during the season.

LESSONS - The Tennis Pro shall have priority on one Har-Tru Court, except from 9:00 a.m. to 12:00 p.m. Saturdays, Sundays, and holidays, and from 5:00 p.m. to 7:00 p.m. Monday through Thursday evenings. The Tennis Pro shall have priority at all times on the hard courts. Members are not permitted to give lessons for a fee.

TOURNAMENT AND LEAGUE PLAY - Tournament and league play, approved by the Board, shall have priority. The Tennis Pro or Superintendent will designate those courts reserved for league or tournament play. At times of league and tournament play, there will be no fewer than five Har Tru courts, including two singles courts (courts 9 and 10), available for general club use. A calendar will be posted in the clubhouse showing which courts are reserved for league and tournament play throughout the season.

SINGLES COURTS - The lower Har Tru courts (courts 9 and 10) are designated as singles courts. All of the above rules apply to these courts, except singles games are not required to surrender the court for doubles play. On Saturdays, Sundays, and holidays, the staff will designate two other Har-Tru Courts for singles until 10:00 a.m.

ST. PAUL'S STAFF AND STUDENTS - St. Paul's School students, faculty, and administration shall have priority (1) on the four hard courts from 8:30 a.m. until 5:00 p.m.; and (2) on the Har-Tru courts from 2:00 p.m. until 5:00 p.m. on school days, and from 2:00 p.m. until 5:00 p.m. September 1 through October 31.