

IN RE: PETITION FOR SPECIAL HEARING

N/S Holabird Avenue, 75' E
of Tolson Avenue
12th Election District
7th Councilmanic District
(6902 Holabird Avenue)

Wheless Enterprises, Inc.
Petitioner

*

BEFORE THE

*

DEPUTY ZONING COMMISSIONER

*

OF BALTIMORE COUNTY

*

CASE NO. 00-458-SPH

*

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Special Hearing filed by the legal owner of the subject property, Wheless Enterprises, Inc., by Richard M Wheless. The special hearing request is for property located at 6902 Holabird Avenue located in the Dundalk area of Baltimore County. The Petitioner is requesting a special hearing from Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to confirm the continuation of the existing service station use for the sale of gas and other uses as previously approved and to amend the prior plans from Case No. 70-114-A and 83-14-SPHA.

Appearing at the hearing on behalf of the special hearing request were Kenneth Koehler, Richard Wheless, owner of the property and Paul Lee, professional engineer, who prepared the site plan of the property. The Petitioners were represented by Robert D. Porter, attorney at law. Appearing in opposition to the Petitioner's request was James Foster, adjacent property owner.

Testimony and evidence indicated that the property, which is the subject of this special hearing request, consists of 0.47 acres, more or less, zoned BL. The subject property is improved with an existing gasoline fuel service station which has operated on the subject property since the 1930's. The subject property is located on the north side of Holabird Avenue, just east of its intersection with Tolson Avenue. The property has access directly to Holabird Avenue and to Tolson Avenue by way of a small 10 ft. alley located to the rear of the property.

ORDER RECEIVED FOR FILING

Date

8/31/00

By

R. J. Gorman

Testimony offered by the Petitioner demonstrated that the subject property has been utilized as a gasoline service station since the 1930's until the present time. Mr. Kenneth Koehler, whose family owns the adjacent package goods store, testified that the subject gas station was put up for sale in November of 1997. The gasoline station was not operated during the time that it was on the market listed for sale. Mr. Richard Wheelless, the current owner of the property, purchased the site in January of 1999. Mr. Wheelless, before he could begin his operations, needed to upgrade the gasoline dispensers, as well as other environmental matters relative to the property. Therefore, while there was a period of time where the gasoline station was not operating, there was never an intent to abandon the property as a gasoline service station. Due to the fact that the property was placed on the market for sale and a new owner/operator found, the business was temporarily closed. However, the sale of gasoline from the property shall be permitted to continue.

Mr. James Foster, an adjacent property owner, appeared and testified in opposition to the Petitioner's business. Mr. Foster resides on 5th Avenue, which is located across the alley from the subject property. Apparently, large trucks that purchase diesel fuel from the property utilize Tolson Avenue and the small public alleyway to the rear of the property for access to the diesel pumps. These trucks and buses pass directly behind Mr. Foster's property. Mr. Foster testified that these large vehicles adversely impact his property by virtue of their noise, their exhaust and the damage they sometimes do to the corner of his property. He testified that the trucks and buses have a difficult time negotiating the curb cut at the location of the alley and sometimes travel upon the corner of his property. He also testified that damage has been done to his fencing along the rear of his property. He further testified that some of the truck drivers in question have made rude comments to his family members while they were waiting in line to purchase diesel

ORDER RECEIVED FOR FILING

DATE 8/31/00

BY J. P. [Signature]

fuel. Apparently, Mr. Foster has a swimming pool in his rear yard which his family enjoys in the summer time. The drivers of the large trucks and buses are able to see over top of his privacy fence into his swimming pool area. Some of these customers who purchase their fuel from this service station have had occasion to make inappropriate comments to members of Mr. Foster's family as they were enjoying their swimming pool. For these reasons he opposes the operation of this gas station.

Mr. Foster also testified that the Petitioner has failed to properly maintain the exterior of his building, particularly along the rear of the property. In addition, the parking lot area has become damaged due to the weight of the vehicles that purchase their fuel at this gas station. He also testified that trash has accumulated on the rear of the property and that the property is not well maintained.

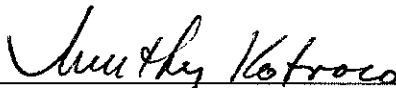
After considering the testimony and evidence offered at the hearing, , I find that the special hearing to allow the continuation of the existing service station should be granted. In addition, the site plans from Case Nos. 70-114-A and 83-14-SPHA shall be amended to reflect the current improvements on the property. I find from the testimony and evidence offered at the hearing, that there was no abandonment of the service station use and, therefore, the present operation should be permitted to continue. However, I believe it appropriate to impose conditions and restrictions to insure the proper operation of this business in the future.

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 31st day of August, 2000, that the Petitioner's request for special hearing from Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to confirm the continuation of the existing service station use for the sale of gas and other uses as previously approved and to amend the prior plans from Case No. 70-114-A and 83-14-SPHA, be and is

hereby GRANTED, subject, however, to the following restriction which is a condition precedent to the relief granted herein:

1. The Petitioner shall be required to keep and maintain his business in a neat and orderly fashion. The building on the subject property shall be regularly painted and kept in good condition. All trash and debris shall be regularly picked up from the property.

IT IS FURTHER ORDERED, that any appeal of this decision must be filed within thirty (30) days from the date of this Order.


TIMOTHY M. KOTROCO
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

TMK:raj

ORDER RECEIVED FOR FILING
Date 8/31/00
By R. J. J. J.



Baltimore County
Zoning Commissioner

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

August 30, 2000

Robert D. Porter, Esquire
Hodes, Ulman, Pessin & Katz, P.A.
901 Dulaney Valley Road
Towson, Maryland 21204

Re: Petition for Special Hearing
Case No 00-458-SPH
Property: 6902 Holabird Avenue

Dear Mr. Porter:

Enclosed please find the decision rendered in the above-captioned case. The Request for Special Hearing has been granted in accordance with the enclosed Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days from the date of the Order to the Department of Permits and Development Management. If you require additional information concerning filing an appeal, please feel free to contact our appeals clerk at 410-887-3391.

Very truly yours,

A handwritten signature in cursive script that reads "Timothy M. Kotroco".

Timothy M. Kotroco
Deputy Zoning Commissioner

TMK:raj
Enclosure



Copies to:

Mr. Richard M. Wheelless
c/o Wheelless Enterprises, Inc.
6121 Ridgeview Avenue
Baltimore, MD 21206

Mr. Kenneth Koehler
1514 Delvale Avenue
Baltimore, MD 21222

Mr. Paul Lee
Century Engineering, Inc.
32 West Road
Towson, MD 21204

Mr. James R. Foster
6905 5th Avenue
Baltimore, MD 21222



Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 6902 HOLABIRD AVENUE
which is presently zoned BL

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 AND CONFIRM

CONTINUATION OF THE EXISTING SERVICE STATION USE FOR THE SALE OF GAS AND
OTHER USES AS PREVIOUSLY APPROVED AND TO AMEND THE PRIOR PLANS FROM
CASE # 70-114A AND 83-14-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: Engineer:

PAUL LEE
CENTURY ENGINEERING, INC.

Name - Type or Print

Signature

32 WEST ROAD 410-823-8070

Address Telephone No.

TOWSON MD 21204

City State Zip Code

Attorney For Petitioner:

ROBERT D. PORTER

Name - Type or Print

Signature

HONES, ULMAN, PESSIN & KATZ, P.A.

Company

901 DULANEY VALLEY RD. 410-938-8800

Address Telephone No.

TOWSON MD 21204

City State Zip Code

Legal Owner(s):

WHEELLESS ENTERPRISES, INC.

RICHARD M. WHEELLESS

Name - Type or Print

Signature

PRESIDENT

Name - Type or Print

Signature

6121 RIDGEVIEW AVE. 410-254-4690

Address Telephone No.

BALTIMORE MD 21206

City State Zip Code

Representative to be Contacted:

ROBERT D. PORTER

Name

901 DULANEY VALLEY RD

410-339-5791

Address Telephone No.

TOWSON MD 21204

City State Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING 2 HR 45

UNAVAILABLE FOR HEARING

Reviewed By JL Date 5/5/00

Case No. 00-458-SPH

9/15/98

ORDER RECEIVED FOR FILING

Date 5/3/00

By

32 West Road
Towson, Maryland 21204
(410) 823-8070

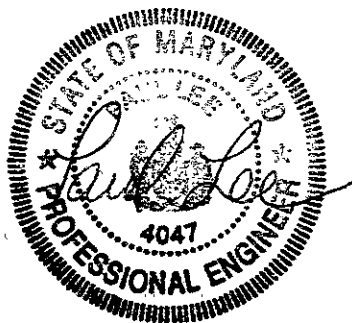
458

DESCRIPTION
6902 HOLABIRD AVENUE
ELECTION DISTRICT 12
BALTIMORE COUNTY, MARYLAND

BEGINNING for the same at a point on the north side of Holabird Avenue, said point also being located Northeasterly 75' $\pm$ from the center of Tolson Avenue, thence leaving said point on the north side of Holabird Avenue;

- (1) North 05 degrees 40 minutes 33 seconds West - 131.91 feet to intersect the south side of a 10' alley, thence running with and binding on said south side of the 10' alley.
- (2) North 85 degrees 04 minutes 25 seconds East - 125.00 feet, thence leaving said south side of the 10' alley.
- (3) South 04 degrees 55 minutes 35 seconds East - 130.52 feet to intersect the north side of Holabird Avenue, thence running with and binding on said north side of Holabird Avenue.
- (4) South 81 degrees 39 minutes 25 seconds West - 125' $\pm$ to the point of beginning.

CONTAINING 17,184 square feet or 0.39 acres of land, more or less.



**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: 458

Petitioner: WHEELLESS ENTERPRISES, INC.

Address or Location: 6902 HOLABIRD AVE.

PLEASE FORWARD ADVERTISING BILL TO:

Name: RICHARD M. WHEELLESS

Address: 6121 RIDGEVIEW AVE.

BALTIMORE, MD. 21206

Telephone Number: 410-254-4690

Revised 2/20/98 - SCJ

00-458-SPH

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

✓ 458 No. 081320

DATE 5/5/00

ACCOUNT R0016150

AMOUNT \$ 250.00

RECEIVED FROM:

WHEELLESS ENTERPRISES INC.

FOR:

SPH. (<)

DISTRIBUTION
WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

00-458-SPH

CASHIER'S VALIDATION

PAID RECEIPT

PAYMENT ACTUAL

TIME

5/05/2000 5/05/2000 09:16:18

REG #003 CASHIER LAIL LHM DRAWER 3

DEPT 5 528 ZIMMING VERIFICATION

Receipt # 121687

CR NO. 081320

Receipt Tot

250.00 OK

Baltimore County Maryland

250.00 OK

CERTIFICATE OF POSTING

**RE: CASE #00-458-SPH
PETITIONER/DEVELOPER
(Wheeless Enterprises, Inc.)
DATE OF Hearing
(6-14-00)**

**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
SIGNS(S) REQUIRED BY LAW WERE POSTED CONSPICUOUSLY ON THE PROPERTY LOCATED AT**

6902 Holabird Ave. Baltimore, Maryland 21222_____

THE SIGN(S) WERE POSTED ON_____ 5-30-00 _____
(MONTH, DAY, YEAR)

SINCERELY,


(SIGNATURE OF SIGN POSTER & DATE)

_____ THOMAS P. OGLE SR. _____

_____ 325 NICHOLSON ROAD _____

_____ BALTIMORE, MARYLAND 21221 _____

_____ 410-687-8405 _____
(TELEPHONE NUMBER)

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 200-488-5PH

6802 Holabird Avenue
N/S Holabird Avenue, 76' E
of Tolson Avenue
12th Election District,
7th Councilmanic District,
Legal Outlets) Wheelless
Enterprises, Inc.

Special Hearing to approve and confirm continuation of the existing service station use for the sale of gas and other uses and to amend the prior plans from case numbers 70-114-A and 85-14-SPH-A
Hearing: Wednesday, June 14, 2000, at 2:00 P.M. in Room 106, County Office Building, 111 West Cross-Peake 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
J176/768 May 30 C394625

CERTIFICATE OF PUBLICATION

TOWSON, MD, 5/11, 2000

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 5/30, 2000.

THE JEFFERSONIAN,
S. Williams

LEGAL ADVERTISING

RE: PETITION FOR SPECIAL HEARING
6902 Holabird Avenue, N/S Holabird Ave,
75' E of Tolson Ave
12th Election District, 7th Councilmanic

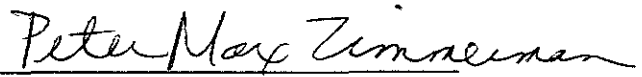
Legal Owner: Wheelless Enterprises, Inc.
Petitioner(s)

* BEFORE THE
* ZONING COMMISSIONER
* FOR
* BALTIMORE COUNTY
* Case No. ~~01-258~~ 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. All parties should copy People's Counsel on all correspondence sent/ documentation filed in the case.


PETER MAX ZIMMERMAN
People's Counsel for Baltimore County


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 22nd day of May, 2000 a copy of the foregoing Entry of Appearance was mailed to Robert D. Porter, Esq., Hodes, Ulman, Pessin & Katz, 901 Dulaney Valley Road, Towson, MD 21204, attorney for Petitioner(s).


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

May 18, 2000

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: 00-458-SPH
6902 Holabird Avenue
N/S Holabird Avenue, 75' E of Tolson Avenue
12th Election District – 7th Councilmanic District
Legal Owner: Wheelless Enterprises, Inc.

Special Hearing to approve and confirm continuation of the existing service station use for the sale of gas and other uses and to amend the prior plans from case numbers 70-114-A and 83-14-SPHA.

HEARING: Wednesday, June 14, 2000 at 2:00 p.m. in Room 106, County Office Building, 111 West Chesapeake Avenue



Arnold Jablon
Director

C: Robert Porter, Esquire, 901 Dulaney Valley Road, Towson 21204
Wheelless Enterprises, Inc., 6121 Ridgeview Avenue, Baltimore 21206
Century Engineering, Inc., 32 West Road, Towson 21204
James Forester, 6905 Fifth Avenue, Baltimore 21222

- NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY MAY 30, 2000.
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 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
Tuesday, May 30, 2000 Issue – Jeffersonian

Please forward billing to:

Richard M. Wheelless 410-254-4690
6121 Ridgeview Avenue
Baltimore, MD 21206

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: 00-458-SPH
6902 Holabird Avenue
N/S Holabird Avenue, 75' E of Tolson Avenue
12th Election District – 7th Councilmanic District
Legal Owner: Wheelless Enterprises, Inc.

Special Hearing to approve and confirm continuation of the existing service station use for the sale of gas and other uses and to amend the prior plans from case numbers 70-114-A and 83-14-SPHA.

HEARING: Wednesday, June 14, 2000 at 2:00 p.m. in Room 106, County Office Building, 111 West Chesapeake Avenue



Lawrence E. Schmidt

sd

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, 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

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

June 8, 2000

Attorney Robert D. Porter
Hodes, Ulman, Pessin & Katz, P.A.
901 Dulaney Valley Road
Towson MD 21204

Dear Attorney Porter:

RE: Case Number 00-458-SPH , 6902 Holabird Avenue

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on May 5, 2000.

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.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. Carl Richards, Jr.", written over the typed name.

W. Carl Richards, Jr.
Zoning Supervisor
Zoning Review

WCR:ggs

Enclosures



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



Baltimore County
Fire Department

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

May 16, 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: CHESAPEAKE & YORK, LLC - 448
BRIAN PAUL BYSTRY, MARTHA A. BYSTRY - 453
WHEELLESS ENTERPRISES, INC. - 458

Location: DISTRIBUTION MEETING OF May 15, 2000

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.

4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1994 edition prior to occupancy.

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 Mgmt.

DATE: July 14, 2000

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

SUBJECT: Zoning Advisory Committee Meeting
For May 22, 2000
Item No. 458.

The Bureau of Development Plans Review has reviewed the subject zoning item. Each of the existing access points should be reduced to 35 feet wide. Adequate on-site parking and/or maneuvering area should be provided.

RWB:HJO:jrb

cc: File

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon

FROM: R. Bruce Seeley *RBS*

DATE: June 6, 2000

SUBJECT: Zoning Petitions
Zoning Advisory Committee Meeting of May 15, 2000

DEPRM has no comments for the following zoning petitions:

Item #	Address
447	6505 Gardenwick Road
448	321 York Road
449	2416 Ellis Road
451	315 Stonewall Road
452	2001 Bluemont Road
453	10910 Reisterstown Road
456	11341-11347 Holter Road
457	9709 Beaver Dam Road
458	6902 Holabird Avenue
459	143 Carolstowne Road

Jim
6/14

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

DATE: May 15, 2000

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

RECEIVED
MAY 17 2000

SUBJECT: 6902 Holabird Ave.

INFORMATION:

Item Number: 458

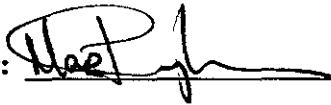
Petitioner: Wheelless Enterprises, Inc.

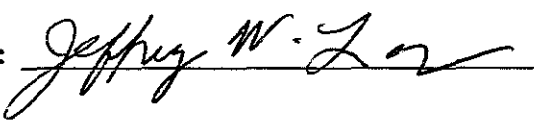
Zoning: B.L.

Requested Action: Special Hearing

SUMMARY OF RECOMMENDATIONS:

The Office of Planning supports the request to approve and confirm continuation of the existing service station use for sale of gas and other uses as previously approved and to amend the prior plans from case numbers 70-114A and 83-14 SPHA.

Prepared by: 

Section Chief: 

AFK:MAC:



Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

Date: **5-15-00**

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

RE: Baltimore County
Item No. **458** **JL**

Dear Ms. Jackson:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration 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,

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

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

ZONING HEARING FILE INTERNAL CHECKLIST

Zoning Case No. 00-458-SPH

Date Completed/Initials

5/18/00 SCJ

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)

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

KENNETH KOHLER

1514 DELVALE AVE. 21222

MR. Wheeler

Paul Lee



PLEASE PRINT CLEARLY

PROTESTANT(S) SIGN-IN SHEET

NAME

JAMES R FOSTER

ADDRESS

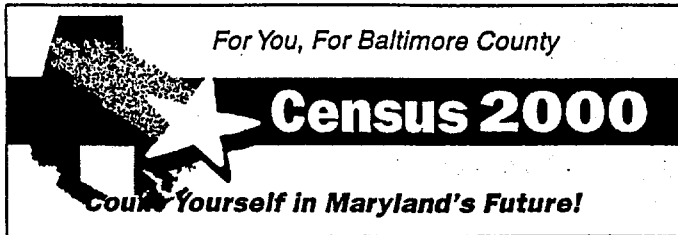
6905 5TH AV

DALTON MD 21222





FAX COVER SHEET



Date: 8/31/00

Number of Pages including cover sheet: 5

To:

Bob Porter

Phone:

Fax # 410-938-8378

C:

From:

Robin Johnson
 zoning Commissioner's
 Office

Phone: 410-887-3868

Fax #

REMARKS:

☐ Urgent

☐ For your review

☐ Reply ASAP

☐ Please comment

Order signed 8/31/00 faxed to
 Petitioner's attorney.



Census 2000



For You, For Baltimore County



Census 2000



JUL 26

7/24/00
J
JTATT Jim Tomison
FOR

MR. TIMOTHY KOTROCO

Hi, my name is JAMES FOSTER I
live at 6905 5TH AVE BALT COUNTY.
on or about June 14 I went
to A HEARING FOR 6902 HOLABIRD AVENUE
(GAS STATION)
THEY TOLD YOU AND ME THAT THE
ALLEY WAS NOT USED THAT THE LOT
ABOVE WAS THE ONLY THING THE TRUCK
ENTERED BACK AT STATION.

I WAS CUTTING GRASS IN BACK & ON
MY PROPERTY AND I WAS NOT EVEN IN
ALLEY WHEN SOME TRUCK'S CAME DOWN
TOLSON ST & TURN IN MY SIDE & LAWN
MOWERS WERE IN THE GRASS. THE TRUCK
DRIVERS CLAIM THEY NEED THE LOT & THE
ALLEY & GRASS TO TURN IN AND GO TO
STATION.

So HERE IS A LETTER FROM WHEELLESS
INTERPRISES SAYING THEY NEED ALLEY
TO ACCESS PROPERTY

Did you hear about oil drums THAT WAS
COVERED BEHIND STATION THEY TURN OVER & ABOUT
50 GALLONS OF OIL RAN DOWN IN TO CURB DRAINS
BECAUSE THEY WERE NOT SEALED DRAINS

HODES, ULMAN, PESSIN & KATZ, P.A.

ATTORNEYS AT LAW

SUITE 400

901 DULANEY VALLEY ROAD
TOWSON, MARYLAND 21204-2600

WRITER'S DIRECT DIAL NUMBER:

(410) 339-5791

WRITER'S DIRECT FACSIMILE NUMBER:

(410) 938-8378

WRITER'S DIRECT E-MAIL:

RPORTER@HUPK.COM

Michael C. Hodes
Louis Jay Ulman
David N. Pessin
Gerald M. Katz †
Drake C. Zaharris *
Carl S. Silverman †
Steven A. Allen
Barry Bach
Randall M. Lutz
Michael E. Leaf
Michael P. Donnelly
Stanley J. Neuhauser
Patricia McHugh Lambert
Thomas J. Gsriel
Joseph P. Kempier
Kevin F. Bress
Harry M. Rifkin *
Mary-Dulany James
Kevin J. Mahoney
David S. Harvis
John Carroll Broderick
Emmett W. Ryan
Steven B. Schwartzman *
Christopher W. Poverman †
Andrew H. Vance

David A. Cagle
Seema Reznick
Timothy J. Pursel
Lynn Edwards Breneman
Stuart A. Schadt
John T. Bathion*
Natalie Paige Drinkard
Robert D. Porter
Sheri N. Green
S. Scott Tate
Daniele M. Creager

Of Counsel

Thomas J. Zagami
Michael J. Schwarz
Bert N. Bisgyer
Charles F. Morgan
Alan M. Foreman
Allen D. Greif

* Also Admitted in DC
† Also Admitted in DC and VA
‡ Also Admitted in DC, DE & PA

July 17, 2000

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Mr. James Foster
6905 5th Avenue
Baltimore, Maryland 21222

RE: 6902 Holabird Avenue (the "Property")

Dear Mr. Foster:

It has come to my attention that on July 7, 2000, you barred access to the gas station located on the Property by standing in the alley which runs behind the Property. I understand that you blocked access to a fuel delivery truck for approximately ½ hour while arguing with the truck driver.

You made your concerns regarding use of the alley clear during the recent zoning hearing. While you believe that access to the Property through the alley should be prohibited, Wheelless Enterprises, Inc. enjoys a right-of-use through the alley, together with the public.

Pending a decision by the Deputy Zoning Commissioner in the zoning case, we demand that you refrain from barring access to the alley, impeding access to the Property or otherwise disrupting the use of the Property. Continued activities of this nature will not be tolerated, we will take whatever legal action is necessary to stop you and obtain full restitution from you.

In addition, you are directed not to enter onto the Property. On at least two (2) occasions during the last two (2) weeks, employees who work at the fuel station have reported incidents of you entering the station and harassing, intimidating and threatening them with bodily harm. The employees have been instructed to call the police if you enter onto the Property.

Sincerely,

Robert D. Porter

RDP/vrc

cc:

Mr. Richard M. Wheelless

rdp.ltr\7-12.vrc

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
SEPTEMBER 10, 1985 10:27 A.
OF MARYLAND AT O'CLOCK M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2746 FOLIO 001601 OF THE RECORDS OF THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

ORGANIZATION &
CAPITALIZATION FEE PAID
\$ 20

RECORDING FEE PAID
\$ 20

SPECIAL FEE PAID
\$

11990725

PRINCE GEORGES
TO THE CLERK OF THE CIRCUIT COURT OF

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE



A 185118

48

**ARTICLES OF INCORPORATION
OF
WHEELLESS ENTERPRISES, INC.**

The undersigned John M. Braswell, who is over the age of eighteen, and whose address is 1199 North Fairfax Street, Suite 800, Alexandria, Virginia 22314, hereby establishes a corporation under the general laws of the State of Maryland, and to that end, sets forth as follows:

ARTICLE I

The name of the corporation shall be WHEELLESS ENTERPRISES, INC.

ARTICLE II

The purposes for which the corporation is formed are to engage in any and all forms of lawful business.

ARTICLE III

✓ The address of the principal office of the corporation shall be 4775 Allentown Road, Suitland, MD 20746.

ARTICLE IV

The name of the initial registered agent is SELVIN RUDD, whose address is 7205 Judy Road, Glen Burnie, Maryland.

52538234

ARTICLE V

The total number of authorized shares shall be TEN THOUSAND 10 000 shares of voting common stock, with a par value of \$1.00 per share.

ARTICLE VI

The initial number of directors shall be one (1), whose name is Rich Wheelless, who will act until the first annual meeting and until successors are elected and qualify. The number of directors of the corporation shall later be such as from time to time shall be fixed by or in the manner provided in the Bylaws, but shall not be less than one (1).

ARTICLE VII

The period for the duration of the corporation is perpetual.

I sign these Articles and acknowledge same to be my act this
29th day of July, 1985.

John M. Bradwell
INCORPORATOR

State of Maryland
**Department of
Assessments and Taxation**

Charter Division



Parris N. Glendening
Governor

Ronald W. Wineholt
Director

Paul B. Anderson
Administrator

BOB PORTER
HODES ULMAN PESSIN & KATZ
STE 400
901 DELANEY VALLEY RD
TOWSON

MD 21204

Date: 06-02-2000

This letter is to confirm acceptance of the following filing:

ENTITY NAME: . . . WHEELESS ENTERPRISES, INC.
DEPARTMENT ID : DQ1996925
TYPE OF REQUEST : ARTICLES OF INCORPORATION
DATE FILED : 09-10-1985
TIME FILED : 10:27-AM
FILING NUMBER : 000000A185181001

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. A BLANK RETURN WILL BE MAILED BY FEBRUARY OF THE YEAR FOR WHICH THE RETURN IS DUE.

DIVISION OF CODE INSPECTIONS AND ENFORCEMENT

ACTIVE VIOLATION CASE DOCUMENTS

00-458-SPH

BALTIMORE COUNTY MARYLAND
INTER-OFFICE CORRESPONDENCE

DATE: May 9, 2000

TO: W. Carl Richards, Jr.
Zoning Review Supervisor

FROM: Rick Wisnom, Chief
Division of Code Inspections & Enforcement

SUBJECT: Item No.: 00-458-SPH
Legal Owner/Petitioner: Wheelless Enterprises, Inc.
Contract Purchaser:
Property Address: 6902 Holabird Ave.
Location Description: Lots 24, 25, 26 Sec. C, Fairlawn Subdivision

VIOLATION INFORMATION: Case No.: 00-0483
Defendants: Wheelless Enterprises, Inc.
Richard Wheelless d.b.a. The Station @ Holabird Ave.

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) regarding the hearing date:

NAME	ADDRESS
James Forester	6905 Fifth Ave., Balto., MD 21222

In addition, please find attached a duplicate copy of the following pertinent documents relative to the violation case, for review by the Zoning Commissioner's Office:

- ☐ 1. Complaint letter/memo/email/fax (if applicable)
- ☒ 2. Complaint Intake Form/Code Enforcement Officer's report and notes
- ☒ 3. State Tax Assessment printout
- ☐ 4. State Tax Parcel Map (if applicable)
- ☐ 5. MVA Registration printout (if applicable)
- ☒ 6. Deed (if applicable)
- ☐ 7. Lease-Residential or Commercial (if applicable)
- ☐ 8. Photographs including dates taken
- ☒ 9. Correction Notice/Code Violation Notice
- ☐ 10. Citation and Proof of Service (if applicable)
- ☐ 11. Certified Mail Receipt (if applicable)
- ☐ 12. Final Order of the Code Official/Hearing Officer (if applicable)
- ☐ 13. Office of Budget & Finance Billing Notice/Property Lien Sheet (if applicable)
- ☐ 14. Complete Chronology of Events, beginning with the first complaint through the Billing Notice/Property Lien Sheet (if applicable).
- ☒ 15. Trader's License
- ☒ 16. Charter/Resident Agent Printout

After the public hearing is held, please send a copy of the Zoning Commissioner's order to Helene Kehring in Room 113 in order that the appropriate action may be taken relative to the violation case.

RSW/mc

cc: Jeffrey Perlow, Code Enforcement Officer



State of Maryland
Department of Assessments and Taxation
Business Services and Finance Division

Entity Filings

[SDAT HOME](#)
[UCC](#)
[FORMS](#)
[NEW SEARCH](#)
[AMENDMENTS](#)
[PERSONAL PROPERTY](#)

Today's search date is 02-10-2000.

Your search was based on Department ID D01996925.

WHEELERS ENTERPRISES, INC.

<u>Entity type</u>	Domestic Corporation		
<u>Principal Office (Primary)</u>	4775 ALLENTOWN ROAD		
	SUITLAND	MD	20746
<u>Resident Agent (Primary)</u>	SELVIN RUDD		
	7205 JUDY ROAD		
	GLEN BURNIE	MD	21061
<u>Status</u>	Incorporated		
<u>Latest filing reference: Film</u>	F2746	<u>Folio</u>	1607
<u>Pages of last filing</u>	3		
<u>Date of Formation or Registration</u>	09/10/1985	<u>Time</u>	10:27 AM
<u>State of Formation</u>	MD		
<u>Stock/Nonstock</u>	Stock		
<u>Close/Not Close</u>	Unknown		

[AMENDMENTS](#)
[PERSONAL PROPERTY](#)
[SDAT HOME](#)
[UCC](#)
[FORMS](#)
[NEW SEARCH](#)

State Department of Assessments and Taxation

301 West Preston Street
Baltimore, Maryland 21201
Phone (410) 767-1340
webmaster@dat.state.md.us



**State of Maryland
Department of Assessments and Taxation
Business Services and Finance Division**

Entity Amendments

SDAT HOME	UCC	FORMS	NEW SEARCH
AGENT & OFFICE			PERSONAL PROPERTY

Today's search date is 02-10-2000.
Your search was based on Department ID **D01996925**.

There are 1 records that match your search.
Rows 1 through 1 are shown below.

WHEELERS ENTERPRISES, INC.

No.	Subsequent Transactions	Film	Folio	Date Filed	Time	Pages
1	Articles of Incorporation	F2746	1607	09/10/1985	10:27 AM	3

AGENT & OFFICE			PERSONAL PROPERTY
SDAT HOME	UCC	FORMS	NEW SEARCH

State Department of Assessments and Taxation
301 West Preston Street
Baltimore, Maryland 21201
Phone (410) 767-1340
webmaster@dat.state.md.us



State of Maryland
Department of Assessments and Taxation
Business Services and Finance Division

Trade Names

[SDAT HOME](#)
[UCC](#)
[FORMS](#)
[NEW SEARCH](#)
[AMENDMENTS](#)

Today's search date is 02-10-2000.

Your search was based on Department ID **D01996925**.

Status	Incorporated		
Prior 07/91:	N		
WHEELERS ENTERPRISES, INC.			
2415 YORK RD			
TIMONIUM	MD	210932222	
4775 ALLENTOWN ROAD			
SUITLAND	MD	20746	
SELVIN RUDD			
7205 JUDY ROAD			
GLEN BURNIE	MD	21061	
Latest filing reference: Film	F2746		
Folio	1607	Pages of last filing	3
Date Filed	09/10/1985	Time	10:27 AM
Renewal Notice Date			
Renewal Expiration Date			

[AMENDMENTS](#)
[SDAT HOME](#)
[UCC](#)
[FORMS](#)
[NEW SEARCH](#)

State Department of Assessments and Taxation

301 West Preston Street
Baltimore, Maryland 21201
Phone (410) 767-1340
webmaster@dat.state.md.us



State of Maryland
Department of Assessments
and Taxation
Business Services and
Finance Division

Personal Property Filing Information

[SDAT HOME](#)[UCC](#)[FORMS](#)[NEW SEARCH](#)[AGENT & OFFICE](#)[AMENDMENTS](#)[Assessment Information](#)

Today's search date is 02-10-2000.

Your search was based on Department ID D01996925.

WHEELERS ENTERPRISES, INC.

<u>Tax Year</u>	<u>Filing Date</u>	<u>Extension</u>	<u>Penalty Amount</u>	<u>Penalty Paid Date</u>
1999	12/07/1999	Filed	56.00	
1998	01/19/1999			
1997				
1996				
1995				

[AGENT & OFFICE](#)[AMENDMENTS](#)[Assessment Information](#)[SDAT HOME](#)[UCC](#)[FORMS](#)[NEW SEARCH](#)

State Department of Assessments and Taxation

301 West Preston Street

Baltimore, Maryland 21201

Phone (410) 767-1340

webmaster@dat.state.md.us



State of Maryland
Department of Assessments
and Taxation
Business Services and
Finance Division

Personal Property Assessment Information

[SDAT HOME](#)
[UCC](#)
[FORMS](#)
[NEW SEARCH](#)
[AGENT & OFFICE](#)
[AMENDMENTS](#)
[Filing Information](#)

Today's search date is 02-10-2000.

Your search was based on Department ID D01996925.

WHEELERS ENTERPRISES, INC.

WHEELERS ENTERPRISES, INC.

Mailing Address 2415 YORK RD

TIMONTIUM MD 210932222

Summary

Year	Assessment	State Base	County Base	Town Base	Date Certified
1999	02/02/2000	79710	3570	0	02/02/2000
1998	11/18/1999	85020	620	0	11/18/1999
1997	09/09/1997	87860	1340	0	09/17/1997
1996	08/01/1996	65080	570	0	09/09/1997
1995	07/20/1995	78920	570	0	07/20/1995

Certification Information

Year	Location	State	County	License	Town	Date Certified
1999	Baltimore City	38260	190	38070	0	02/02/2000
1999	Baltimore County	41450	3380	38070	0	02/02/2000
1998	Baltimore City	42630	430	42200	0	11/18/1999
1998	Baltimore County	42390	190	42200	0	11/18/1999
1997	Baltimore City	54620	0	54620	0	09/17/1997
1997	Baltimore County	33240	1340	31900	0	09/17/1997
1996	Baltimore City	31560	0	31560	0	09/09/1997
1996	Baltimore County	33520	570	32950	0	09/09/1997
1995	Baltimore City	78920	570	78350	0	07/20/1995

[AGENT & OFFICE](#)
[AMENDMENTS](#)
[Filing Information](#)
[SDAT HOME](#)
[UCC](#)
[FORMS](#)
[NEW SEARCH](#)

CODE ENFORCEMENT REPORT

DATE: 1/28/00 INTAKE BY: LHT CASE #: 00 0423 INSPEC: J. Per GW

COMPLAINT LOCATION: 6902 Holabird Avenue ZIP CODE: 21222 DIST: 12th

COMPLAINANT NAME: JAMES FORESTER PHONE #: (H) 410-282-5839 (W) (410) 493-5682

ADDRESS: 6905 Fifth Avenue ZIP CODE: 21222

PROBLEM: HEAVY TRUCKS COMING THRU ALLEY TO ENTER STATION CAUSING PROPERTY DAMAGE. FURTHER, STATION CLOSED FOR 2 YEARS DURING PERIOD WHEN TANKS WERE REPLACED. 410-962-9339
WIFE

OWNER/TENANT INFORMATION: She Station @ Holabird Avenue
6902 Holabird Ave, 21222 (410) 282-1400

TAX ACCOUNT #: Richard Wheelers of Wheelers Enterprises ZONING: B.L
(410) 254-4690 (E-3-SE)

INSPECTION: NOTE: PRIOR CASES 70-114A
& 83-14 SPHA - ALSO LOOK FOR EVIDENCE OF WASHING DOWN GAS INTO THE ALLEY

REINSPECTION: SEE → 405.7B

2/7/00 @ 10:30 - Spoke to Greg Salicrude, station mgr. who gave me the following information about ownership:

Wheelers Enterprises, Richard Wheelers, Resident, at (410) 254-4690. Left card for property owner to call me stating that he needed tank permit, change of occupancy permit, and possible zoning commission hearing regarding previous restrictions. Ed Creed, CEO, stated to me that station was closed for

a period of greater than 2 years in violation of BCR Section 405.7B. No evidence of washing down gas into the alley.

2/7/00 @ 3:10 - Spoke to Richard Wheelers, property owner, who reopened Jan 2, 2000. He took title in November of 1999. Ed Creed will check on his history as far as the abt.

ATE:

2/9/2000 @ 8:45 - Spoke to Greg Salando, station manager, who will FAX me a copy of trader's license when he receives from Circuit Court. Told him that State has no record of his corporation existing and no record of a trader's license at that address. Spoke to Richard Wheelers,

ATE:

President, who will make corrections to Corporate Name, Resident Agent, and Corporate Address with State Charters on Preston Street. Mr. Wheelers indicated that the resident agent is his father-in-law who no longer lives in state and that as President of the corporation, he can accept all papers. Correction Notice Mailed - Pop-Up Date of 3/9/2000

ATE:

2/29/2000 - J.T. granted extension until 4/14/2000 to file petition. New Pop-Up Date of 4/14/2000 to comply.

ATE:

4/18/00 - Received notice from attorney of 5/5/2000 @ 9:00 filing appointment with Zoning Review Section. New Pop-Up date of 5/5/2000

5/9/00 - Petition filed. Awaiting scheduling of hearing date by Zoning Review. New Pop-Up date of 7/1/00 to check on hearing date.

ATE:

Print Key Output

5763SS1 V3R2M0 960517

S1019666

Page 1
02/09/00 14:37:04

Display Device : DSP297
User : ZA020

RA1001B

DATE: 02/09/2000 STANDARD ASSESSMENT INQUIRY (1)
TIME: 14:39:43
PROPERTY NO. DIST GROUP CLASS OCC. HISTORIC DEL LOAD DATE
2 07 015761 12 1-3 20-00 N NO 01/17/00
WHEELLESS ENTERPRISES INC
DESC-1.. IMPSLT 24,25,26
DESC-2.. FAIRLAWN
121 RIDGEVIEW AVE PREMISE. 06902 HOLABIRD AVE
00000-0000
BALTIMORE MD 21206-2448 FORMER OWNER: GEBHARD CHARLES R
----- FCV ----- PHASED IN -----
PRIOR PROPOSED CURR CURR PRIOR
LAND: 41,650 41,650 FCV ASSESS ASSESS
MPV: 78,580 79,860 TOTAL.. 121,510 48,600 48,430
TOTL: 120,230 121,510 PREF... 0 0 0
REF: 0 0 CURT... 0 0 0
CURT: 0 0 EXEMPT. 0 0 0
DATE: 07/94 05/97
----- TAXABLE BASIS ----- FM DATE
00/01 ASSESS: 48,600 03/01/99
99/00 ASSESS: 48,430 06/04/99
98/99 ASSESS: 48,260 06/05/98
ENTER-INQUIRY2 PA1-PRINT PF4-MENU PF5-QUIT PF7-CROSS REF

Resident Agent:

Corporate Address

12-07-015762

Print Key Output

5763SS1 V3R2M0 960517

S1019666

Page 1
02/09/00 14:37:19

Display Device : DSP297
User : ZA020

RA1001C

DATE: 02/09/2000 STANDARD ASSESSMENT INQUIRY (2)

TIME: 14:40:34

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
12 07 015761	12	1-3	20-00	N	NO		01/17/00
LOT.... 24		BOOK....	0006	MAP.....	0103	LOT WIDTH.....	75.00
BLOCK..		FOLIO...	0100	GRID....	0003	LOT DEPTH.....	131.64
SECTION.. C				PARCEL..	0513	LAND AREA..	9825.000 S
PLAT..						YEAR BUILT.....	00

-----TRANSFER DATA-----

NUMBER..... 157609
DATE..... 01/27/99
PURCHASE PRICE..... 80,000
GROUND RENT..... 0
DEED REF LIBER..... 13480
DEED REF FOLIO..... 0260
CONVEYED IND..... 3
TOT-PART TRAN IND..... T
GRANTOR ACCT NO.. 12-07-015761

CRITICAL NEW CONST CARD
AREAS CODE YEAR NO
05473

-----EXEMPT DATA-----

STATUS.....
CLASS CODE..... 000
STATE EXEMPT CODE..... 000
COUNTY EXEMPT CODE..... 000
CURR STATE EX ASMT.... 0
PRIOR STATE EX ASMT... 0
CURR COUNTY EX ASMT... 0
PRIOR COUNTY EX ASMT.. 0

-----STRUCTURE-----

CODE SQ. FEET

ENTER-INQUIRY3 PA1-PRINT PF2-INQUIRY1 PF4-MENU PF5-QUIT PF7-CROSS REF

LS98-3963
12-07-015761/015762

0013480 260

DEED

THIS DEED, Made this 7 day of January, in the year nineteen hundred and ninety-nine, by and between CHARLES R. GEBHARD and PHYLLIS I. GEBHARD, husband and wife, Grantors, Parties of the First Part; and WHEELLESS ENTERPRISES, INC., a body corporate, Grantee, Party of the Second Part.

The Grantors, for the sum of EIGHTY THOUSAND and 00/100 Dollars (\$80,000.00) which is the actual consideration paid or to be paid, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said Party of the Second Part, its successors and or assigns all those lots or parcel of ground situated and lying in Baltimore County, Maryland and particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 22, 23, 24, 25, and 26, Block C, of Fairlawn, as shown on the plat of said property recorded among the Plat Records of Baltimore County in Plat Book WPC No. 6, folio 100.

BEING the same property which by Deed dated November 21, 1994 and recorded among the Land Records of Baltimore County in Liber No. 10862, folio 728 was granted and conveyed unto Grantors herein.

IMP FD SURE \$	5.00
RECORDING FEE	20.00
RECORDATION T	400.00
IR TAX STATE	400.00
TOTAL	825.00
53234	
3973	
Jan 27, 1999	12:14 PM

Together with all improvements thereupon, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

To Have and to Hold the property hereby conveyed unto the Grantees, its successors and or assigns, forever, in fee simple.

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

RETURN TO:
HOME TITLE COMPANY, INC.
Two East Fayette Street, 4th Fl.
Baltimore, Maryland 21202
(410) 539-4491

0013480 261

Witness the hands and seals of the Grantors herein.

WITNESS:

[Signature] Charles R. Gebhard (SEAL)
Charles R. Gebhard
Phyllis I. Gebhard (SEAL)
Phyllis I. Gebhard

STATE OF MARYLAND, Harford Co, To Wit:

I HEREBY CERTIFY that on this 15 day of January, in the year one thousand nine hundred and ninety-nine before me, the subscriber, a Notary Public of the State of Maryland, City/County aforesaid, personally appeared CHARLES R. GEBHARD and PHYLLIS I. GEBHARD, his wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing deed to be their act and in my presence signed and sealed the same for the purposes therein contained.

As Witness my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 1-1-03



I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.

[Signature]

0013480 262

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

(Check Box if Addendum Intake Form is Attached.)

1	Type(s) of Instruments	☒ Deed	☒ Mortgage	☐ Other	☐ Other
		☐ Deed of Trust	☐ Lease		
2	Conveyance Type Check Box	☐ Improved Sale	☐ Unimproved Sale	☐ Multiple Accounts	☐ Not an Arms- Length Sale [9]
		☐ Arms-Length [1]	☐ Arms-Length [2]	☐ Arms-Length [3]	
3	Tax Exemptions (if Applicable)	☐ Recordation	☐ State Transfer		
		☐ County Transfer			
Cite or Explain Authority					

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
		Purchase Price/Consideration	\$ 80,000.00	Transfer and Recordation Tax Consideration	
		Any New Mortgage	\$ 79,000.00	Transfer Tax Consideration	\$ 8000.00
		Balance of Existing Mortgage	\$	X () % =	\$ 1200.00
		Other:	\$	Less Exemption Amount	\$
		Other:	\$	Total Transfer Tax	\$ 1200.00
		Full Cash Value	\$ 80,000.00	Recordation Tax Consideration	\$
				X () per \$500 =	\$
				TOTAL DUE	\$

5	Fees	Amount of Fees		Agent: <u>PL</u>	
		Recording Charge	\$ 20.00		Doc. 2
		Surcharge	\$ 5.00		\$ 20.00
		State Recordation Tax	\$		\$ 5.00
		State Transfer Tax	\$		
		County Transfer Tax	\$		
		Other	\$		
		Other	\$		
		Tax Bill: <u>pd</u>			
		C.B. Credit: <u>—</u>			
		Ag. Tax/Other: <u>—</u>			

6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOM	
		12	12-07-015761/26	10862/782				
		Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)	
		Fairlawn	22, 23, 24, 25 & 26		6/100			
		Location/Address of Property Being Conveyed (2)						
		6902-04 Holabird Avenue						
		Other Property Identifiers (if applicable)			Water Meter Account No.			
		12-07-015762						
		Residential or Non-Residential	X	Fee Simple	X	or Grant Rent	Amount:	
		Partial Conveyance?	Yes	No	Description/Amt. of SqFt/Acreage Transferred:			

7	Transferred From	If Partial Conveyance, List Improvements Conveyed:	
		Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		Charles R. Gebhard	
		Phyllis I. Gebhard	
8	Transferred To	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	
		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)	
		Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
		Wheelless Enterprises, INC.	
		New Owner's (Grantee) Mailing Address	
		6121 Ridgeview Avenue - Balto. MD 21206	

9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10	Contact/Mail Information	Instrument Submitted By or Contact Person		☒ Return to Contact Person
		Name: GLORIA CULBERTSON		
		Firm: HOME TITLE COMPANY, INC.		Hold for Pickup
		Address: 2 E. Fayette Street		
		Balto., MD 21202	Phone: (410) 727-2878	Return Address Provided

11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Assessment Information	Yes ☒ No Will the property being conveyed be the grantee's principal residence?
		Yes ☒ No Does transfer include personal property? If yes, identify:	
		Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).	

Assessment Use Only - Do Not Write Below This Line	
Terminal Verification	Ag. Process Verification
Document Number	Date Received
Year	Doc. Reference
Geo.	Map
Land Use	Sub
Zone	Block
Use	Plat
Parcel	Section
Ex. St.	Occ. Cd.
Ex. Cd.	

White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldwood - Preparer
AGC-CC-300 (4/95)

459F-3963
RETURN TO:
HOME TITLE COMPANY, INC.
Two East Fayette Street, 4th F
Baltimore, Maryland 21202
(410) 539-4481

0013480-263

2

THIS FIRST MORTGAGE, is made this 15 day of JANUARY, 1999, by and between

WHEELLESS ENTERPRISES, INC.
and RICHARD WHEELLESS
as a Personal Guarantor

party/parties of the first part, hereinafter referred
to as Mortgagor, whose address is:

6121 Ridgeview Avenue
Baltimore, MD 21206

and
CHARLES R. GEBHARD and
PHYLLIS L. GEBHARD

parties of the second part, hereinafter referred to as
Mortgagee, whose address is:

IMP FD SURE \$ 5.00
RECORDING FEE 28.00
TOTAL 25.00
Rpt # 53234
Blk # 3974
12:15 PM
20009 Bollinger Road
Millers, Maryland 21105
JAN 27 1999

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of Seventy-nine Thousand Dollars (\$79,000.00) for money this day loaned by Mortgagee to Mortgagor, being all or a part of the purchase money for the hereinafter described property, which principal sum Mortgagor hereby covenants and agrees to repay to Mortgagee, together with interest on unpaid remaining balances at the rate of eight percent (8%) per annum, in monthly installments of principal and interest in the amount of Nine Hundred Fifty-eight Dollars and Forty-nine Cents (\$958.49), beginning on the 15th day of February, 1999, and monthly thereafter until the full amount of said principal and interest thereon shall have been paid; any balance of principal or interest due or unpaid on the 15th day of January, 2009, shall be due and payable on said date;

There will be no penalty for early prepayment of the Mortgage.

All sums aforesaid are to be paid in lawful money of the United States of America which shall be the legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee at the address hereinabove stated, or at such other address as the Mortgagee or the holder of this mortgage may, from time to time, designate in writing;

And in order to secure and assure the repayment of said principal sum, the interest thereon and the performance of the covenants herein contained, this mortgage is executed.

NOW, THEREFORE, This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, Mortgagor does hereby grant, convey and assign to Mortgagee in fee simple, in all that/those lot(s) of ground and premises situate and lying in Baltimore County, State of Maryland, and described as follows, that is to say:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF

BEING the same lot(s) of ground and premises which by Deed dated of even date herein and recorded among the Land Records of Baltimore County, State of Maryland, jyl-jer-111111-1191 ***
///Vol 10111111 was granted and conveyed/assigned by the mortgagee to the Mortgagor.
*** immediately prior hereto,

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

0013480 264

2

TO HAVE AND TO HOLD the said lot(s) of ground, with the improvements and appurtenances aforesaid, to the said Mortgagee, in fee simple.

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of Seventy-nine Thousand Dollars (\$79,000.00) and No Cents, and all the interest thereon when and as such payments shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on Mortgagor's part to be performed, then this Mortgage shall be void.

But upon any default being made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured and then unpaid may thereupon be declared to be due and payable, at the option of the Mortgagee, after such default shall have continued for thirty (30) days.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagee, or Bernard I. Pollock, the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Real Property Article of the Annotated Code of Maryland Section 7-105 (Acts of 1974 of Chapter 12) and the Rules Title 14. Sales of Property of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of Fifteen Hundred Dollars (\$1,500.00) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomever may be entitle to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of Twelve Hundred Dollars (\$1,200.00); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagor hereby covenants with the Mortgagee as follows:

(1) To repay the mortgage indebtedness hereby secured, together with the interest thereon at the rate aforesaid, at the times and in the amounts aforesaid;

(2) To purchase and pay the premiums thereon, during the term of this mortgage, of all policy or policies of fire and extended coverage insurance on the improvements on the above described lot of ground insuring the same against loss by fire and other hazards, usually referred to as "extended coverage," with an endorsement thereon making the proceeds of the policy or policies, in event of damage by fire or other covered casualty, payable to the Mortgagee to the extent of Mortgagee's lien on the land and improvements, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, in amounts sufficient to protect Mortgagee's lien thereon, and to deliver the policy or policies and all renewal policies or receipts to the Mortgagee; and in the event of any loss by fire or other casualties, the insurance company or companies issuing said policy or policies are hereby, and in said policy or policies are to be, directed by the Mortgagor to make payment for such loss to the Mortgagee only, to the extent of its lien thereon and any unpaid insurance premiums or taxes and other expenses advanced, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and other obligations secured by this mortgage, whether then due or not; however, the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgage of the said insurance proceeds to the reconstruction of the improvements on the mortgage property;

(3) To pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

(4) Not to permit, commit or suffer to be committed any waste, impairment or deterioration of said above described property or any part thereof; and

(5) To pay a late charge not to exceed the greater of Two Dollars (\$2.00) or one twentieth (1/20th) of the total amount of any delinquent or late periodic installments of principal and interest which is received at the office of the Mortgagee more than Ten (10) calendar days after the due date thereof.

It is further agreed between the parties:

1. Each monthly payment made by the Mortgagor and paid to the Mortgagee, where the amount or amounts shall not be equal to the required monthly payments of principal, interest and the Expense Account, shall be applied as follows: First: To the payment of the interest due on the date of said payment; Second: Any balance remaining shall be credited on account of the unpaid principal due as of such date; and Third: Any balance remaining shall be credited to the Expense Account.

2. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the adequacy of the security for the debt, to have a receiver appointed by the Court to collect the rents and profits of said property and account therefor as the Court may direct.

3. Should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or conveyed or encumbered in any manner, without the Mortgagee's, or other holder of this Mortgage, consent in writing or should the Mortgagor, or any one or more of the Mortgagor group, if more than one, be declared insolvent or bankrupt, then the balance then due or to become due on said principal indebtedness shall, at the option of the Mortgagee, become due and payable and constitute a ground of foreclosure if not paid on demand.

4. At the option of the Mortgagee, the entire indebtedness then unpaid and secured hereby shall become due and payable after a default in the payment of any monthly installment of principal or interest, as herein provided, shall continue for thirty (30) days, or after default, in the performance of any of the covenants or conditions hereof shall have continued for thirty (30) days;

5. The Mortgagee, at Mortgagee's election, may sell the property hereinabove described at the foreclosure sale, subject to one or more of the tenancies entered into subsequent to the recording of the mortgage, provided such fact is disclosed in the advertisement of the sale;

6. Should any portion of the above described property, or any easement appurtenant thereto, be condemned or taken under eminent domain, all or such part of any award or proceeds, as Mortgagee shall be entitled to receive in payment of the balance due on principal and interest and shall declare the same in writing, is, by this instrument assigned by Mortgagor to Mortgagee for payment of the said principal and interest due on said mortgage indebtedness, and Mortgagee is hereby authorized to give receipts and releases therefor; and

7. Until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

8. Each of the parties hereto, Mortgagor and Mortgagee, shall promptly advise the other of any change in the address of either.

9. Mortgagor covenants to pay to Mortgagee and/or their attorney at time of termination of this lien or at time of request for loan payoff information any and all overnight mail fees, fax fees, payoff documentation preparation fees, release preparation fees and Court recording fees; all of which will be or may be included in the loan payoff amount.

10. In the event the Mortgagor's account becomes delinquent, Mortgagor covenants to pay Mortgagee and/or their attorney as reimbursement and any and all costs, legal fees and expenses incurred in the collection of mortgagor's delinquent account prior to any commencement of a foreclosure action being instituted; said amount to be added to the current outstanding principal balance which is due and owing to Mortgagee.

THE Mortgagor warrants specially the property hereby mortgaged and will execute such further assurances of the same as may be requisite.

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, and the successors and/or assigns of the Mortgagee or Mortgagees. The use of any gender shall be applicable to all genders and "Mortgagee" shall include any payee of the indebtedness hereby secured, or any transferee thereof whether by operation of law or otherwise. The use of the singular shall include the plural, and the plural the singular.

THE Mortgagor by execution of this instrument certifies that, prior to such execution, he has received a fully executed agreement as to the contractual rate of interest, and a loan disclosure statement in connection with this loan as required by Commercial Law Article of the Annotated Code of Maryland, Section 12 (Acts of 1975, Chapter 49); and the parties agree that the provisions of Section 12 of the Commercial Law Article of the Annotated Code of Maryland, as to delinquent or late payment charges and prepayment terms, are made a part of this Mortgage agreement, unless other provisions regarding the same are specifically set out herein.

0013480 267

5

WITNESS the hand/s and seal/s of said Mortgagor/s.

WITNESS:

WHEELLESS ENTERPRISES, INC.

By:

RICHARD WHEELLESS, President

(SEAL)

RICHARD WHEELLESS, Personal Guarantor

(SEAL)

STATE OF MARYLAND }

} to wit:

CITY/COUNTY OF BALTIMORE }

I HEREBY CERTIFY that on this 15 day of JANUARY, 1999, before me, a Notary Public of the State of Maryland, personally appeared RICHARD WHEELLESS, President of WHEELLESS ENTERPRISES, INC., and RICHARD WHEELLESS as Personal Guarantor, known to me, or satisfactorily proven to be the person whose name is subscribed to the within mortgage, and who acknowledged that he executed the same for the purposes therein contained. At the same time also appeared CHARLES R. GEBHARD and PHYLLIS I. GEBHARD, Agents of the within named Mortgagee and made oath in due form of law that the consideration therein set forth in said mortgage is true and bona fide as therein set forth, that the sum of Seventy-nine Thousand Dollars (\$79,000.00) was paid over and disbursed by the Mortgagee to either the Mortgagor or the person responsible for the disbursement of funds in the closing transaction, or their respective agents at or before the final and complete execution of this mortgage; and that they are the Agents of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and notary seal



NOTARY PUBLIC

My Commission Expires:

1-1-98

This is to certify that the within instrument has been prepared (i) by or under the supervision of the undersigned Maryland attorney, or (ii) by a party to this instrument.

BERNARD L. POLLOCK, ESQUIRE

(Signature of attorney admitted to practice in Maryland)

RETURN TO:

BERNARD L. POLLOCK, ESQUIRE
3129 Eastern Avenue
Baltimore, Maryland 21224-3904

0013480 268

EXHIBIT "A"

BEING known and designated as lots Nos. 22, 23, 24, 25 and 26 block C of Fairlawn as shown on the plat of said property recorded among the plat records of Baltimore County in plat book WPC No. 6 folio 100. The property being known as No. 6902-6904 Holabird Avenue.



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.

118916

Case No.:

00-0483

Election District **12** Permit No. _____

Name (s) **RICHARD WHEELLESS d.b.a. THE STATION @ HOLABIRD AVE.**

Address **6121 RIDGEVIEW AVE, BALTIMORE, MD 21206**

Location of Violation (if different than address) **6902 HOLABIRD AVE, 21222**

Vehicle License No.: _____

Vehicle ID: _____

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

County Code:

§§ _____

§§ _____

Building Code (BOCA):

§§ _____

§§ _____

Investment Property Act (7-66):

§§ _____

Plumbing Code (NSPC):

§§ _____

Zoning Regulations:

§§101; Fuel Service Station Non-Conform

§§Use; 102.1; 104.1; 230.13; 405.405;

405.7; 405.7B; 502

Livability Code (18-66):

§§ _____

§§ _____

Electrical Code (NEC):

§§ _____

Dwelling (CABO):

§§ _____

Other: §§ _____

COMMENTS OR OTHER VIOLATIONS:

① ANY FUEL SERVICE STATION WHICH HAS NOT BEEN IN ACTUAL AND CONTINUOUS OPERATION AS A STATION FOR A PERIOD OF 12 (TWELVE) CONSECUTIVE MONTHS SHALL BE PRESUMED TO BE ABANDONED AND THE RIGHT TO RESUME THE FUEL SERVICE STATION USE IS THEREBY TERMINATED. CEASE OPERATION OF FUEL SERVICE STATION FROM THIS LOCAL IN LIEU OF THE ABOVE, YOU MAY FILE A PETITION FOR A SPECIAL HEARING BEFORE THE ZONING COMMISSIONER, WHEREIN YOU MUST ESTABLISH THAT THE FUEL SERVICE STATION WAS NOT TRULY ABANDONED OR WAS ABANDONED DUE TO EXTENUATING CIRCUMSTANCES AND YOU MUST ESTABLISH THAT THE RIGHT TO RESUME THE USE SHOULD NOT BE TERMINATED. ANY PETITION FILINGS MUST REFERENCE PRIOR HEARINGS TO-1144 & 3.

YOU ARE HEREBY ORDERED TO CORRECT THESE VIOLATION(S) ON OR BEFORE

3/9/2000 FAILURE TO COMPLY WILL RESULT IN THE PENALTIES DESCRIBED ON THE REVERSE SIDE OF THIS VIOLATION NOTICE.

DATE ISSUED: **2/9/2000**

INSPECTOR: **Jeffrey Perlor**
JEFFREY PERLOR

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.

AGENCY _____



Baltimore County
Department of Permits and
Development Management

Code Inspection 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

SERVED ON: Richard Wheelless, President

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.

118915

Case No.:

00-0483

Election District 12 Permit No. _____

Name (s) WHEELLESS ENTERPRISES, INC. (a.k.a. WHEELERS ENTERPRISES, INC.)
(S.D.A.T. ID# D01996925)

Address 6121 RIDGEVIEW AVE., BALTIMORE, MD 21206

Location of Violation (if different than address) 6902 HOLABIRD AVE., 21222

Vehicle License No.: _____

Vehicle ID: _____

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

County Code:

§§ _____

§§ _____

Building Code (BOCA):

§§ _____

§§ _____

Investment Property Act (7-66):

§§ _____

Plumbing Code (NSPC):

§§ _____

Zoning Regulations:

§§ 101, Fuel Service Station, Non-Conto.

§§ Use 102.1, 104.1, 230.13, 405, 405.2

405.7, 405.7B, 502

Livability Code (18-66):

§§ _____

§§ _____

Electrical Code (NEC):

§§ _____

Dwelling (CABO):

§§ _____

Other: §§ _____

COMMENTS OR OTHER VIOLATIONS:

① ANY FUEL SERVICE STATION WHICH HAS NOT BEEN IN ACTUAL AND CONTINUOUS OPERATION AS A STATION FOR A PERIOD OF 12 (TWELVE) CONSECUTIVE MONTHS SHALL BE PRESUMED TO BE ABANDONED AND THE RIGHT TO RESUME THE FUEL SERVICE STATION USE IS THEREBY TERMINATED. CEASE OPERATION OF FUEL SERVICE STATION FROM THE LOCATION. IN LIEU OF THE ABOVE, YOU MAY FILE A PETITION FOR A SPECIAL HEARING BEFORE THE ZONING COMMISSIONER WHEREIN YOU MUST ESTABLISH THAT THE FUEL SERVICE STATION WAS NOT TRULY ABANDONED OR WAS ABANDONED DUE TO EXTENUATING CIRCUMSTANCES AND YOU MUST ESTABLISH THAT THE RIGHT TO RESUME THE USE SHOULD NOT BE TERMINATED. ANY PETITION FILINGS MUST REFERENCE PRIOR HEARINGS 70-114A & 82-1-1.

YOU ARE HEREBY ORDERED TO CORRECT THESE VIOLATION(S) ON OR BEFORE

3/9/2000 FAILURE TO COMPLY WILL RESULT IN THE PENALTIES DESCRIBED ON THE REVERSE SIDE OF THIS VIOLATION NOTICE.

DATE ISSUED: 2/9/2000

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.

AGENCY

Signature
State of Maryland
APPLICATION FOR BUSINESS LICENSE

05653058

MAILING
NAME & ADDRESS

LICENSE NO. 03302282

CONTROL NO. 03300933

LOCATION
NAME AND ADDRESS

WHEELLESS ENTERPRISES INC
TIMONIUM CROWN
2415 YORK RD
TIMONIUM MD 21093

99

CODE UNIT	TYPE OF LICENSE	NO OF LIC	COST	PENALTY	DATE OF ISSUE MO DAY YR
71 75- 74 025 75 030	TRADERS CIGARETTE SPECIAL CIGARETTE	1 1 1	200.00 25.00 30.00	MAY	25 1999
DO YOU HAVE CIGARETTE VENDING MACHINES? YES NO			ISSUING FEES	MONTHS PAID	
			6.00	12	
TOTAL			261.00	DELINQUENT PURCHASE OF LICENSE AFTER MAY 31 IS SUBJECT TO 10% PENALTY PLUS 2% EACH MONTH THEREAFTER. PENALTY APPLIES TO LICENSE COST ONLY NOT ISSUING FEE.	
RETURN WITH REMITTANCE PAYABLE TO:			AMOUNT DUE		
SUZANNE HENSH, CLERK CIRCUIT COURT - BALTIMORE COUNTY 401 BOSLEY AVE., P.O. BOX 6754 TOWSON, MARYLAND 21285-6754					

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made as of this 29th day of September, 1998, by and between **CHARLES R. GEBHARD** and **PHYLLIS I. GEBHARD**, his wife, (hereinafter referred to as "Lessor") and **RICHARD WHEELLESS** and **WHEELLESS ENTERPRISES, INC.**, (hereinafter referred to as ("Lessee")).

EXPLANATORY STATEMENT

Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a certain improved property owned by Lessor and the parties have, therefore, entered into this lease to set forth the terms and conditions thereof.

NOW, THEREFORE, in consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Lease of Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the entire property (the "Premises") known as **6902 Holabird Avenue, Baltimore, Maryland 21222**. The Premises shall be delivered by Lessor in "AS IS" condition. All work which may be necessary to outfit the Premises for Lessee's occupancy or for the operation of Lessee's business therein is the responsibility of Lessee and shall be performed by Lessee at its own cost and expense.
2. **Occupancy.** Lessee shall use and occupy the demised Premises in connection with its business of operating a gasoline station and for storage of related merchandise and for no other purposes whatsoever.
3. **Term; Title.** This lease shall be for a term of **Three and one-half (3 1/2) months**, commencing on **October 1, 1998 and ending January 15, 1999**. Title to the Premises shall remain fully with the Lessor subject to the terms hereof and at the end of the term, the Premises shall revert to Lessor.
4. **Rental.**
 - (a) Lessee shall pay to Lessor, without demand, at its mailing address, **20009 Bollinger Road, Millers, Maryland 21102-2723**, or at such other place as Lessor shall designate in writing to the Lessee, promptly on the first day of the month, in advance, during the term of this lease, a monthly rental as determined in subparagraph B.
 - (b) The monthly rental for the term of this lease shall be **One Thousand Dollars (\$1,000.00)** for a total term rental of **Three Thousand Five Hundred Dollars (\$3,500.00)**. The monthly rental is due on the first of each month.
(3850.00) mclh
 - (c) Lessee shall be responsible for and shall pay all real property tax bills commencing on October 1, 1998, and any taxes or assessments levied or assessed during the term of the Lease against any leasehold interest of Lessee or personal property or trade fixtures of Lessee of any kind, owned by Lessee or placed in, upon or about the Premises by Lessee. The tax included herein are all taxes, assessments (special or otherwise), water or sewer service charges or other

governmental levies and charges of any and every kind, nature and type whatsoever, ordinary and extraordinary, foreseen and unforeseen, except the real property taxes on the land and buildings.

5. **Compliance with Laws.** Lessee shall comply with all laws, ordinances and regulations relating to the Premises and will indemnify and hold Lessor harmless against the consequences of any violation of law.

6. **Risk of Loss.** Lessee shall bear all risk of loss or damage to the Premises until it is returned to Lessor and shall repair, maintain or replace same as required.

7. **Building Expenses.**

(a) Lessee agrees to promptly pay all heat, air conditioning, gas, electric, fuel and water bills which may become payable during the terms of this lease and are associated with the leased Premises.

(b) Lessee agrees to keep the leased Premises in good repair at Lessee's expense, including, but not limited to maintenance, repair or replacement of roof if necessary, maintenance of the windows, plumbing, electrical system, repainting, stairways, rest rooms, lobbies, hallways and other common areas; reasonable wear and tear structural repair, and/or damage and damage by fire or other unavoidable casualty only excepted. In the event Lessee shall not proceed promptly and diligently to make any repairs or perform any obligation imposed upon it within ninety-six (96) hours after receiving written notice from Lessor to make such repairs or perform such obligation, then and in such event, Lessor may at its option, enter the Premises and do and perform the things specified in said notice, without liability on the part of Lessor for any loss or damage resulting from any such action from Lessor and Lessee agrees to pay promptly upon demand any reasonable cost or expense incurred by Lessor in taking such action.

(c) Lessee agrees to be responsible for trash, snow, ice and debris removal to all driveways, steps, sidewalks, parking areas, etc., and the cost incurred from such removal.

(d) Lessee agrees to provide and pay for repairs required by reasonable wear and tear and any necessary structural repairs on the exterior of the property.

(e) Lessor shall have no responsibility for repairing and maintaining the property.

8. **Alterations.** Lessee may only make such interior alterations, additions or improvements in the improvements on the Premises which it may deem necessary or desirable, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

Lessee shall make all such alterations, additions or improvements in good and workmanlike manner and in accordance with all valid requirements of municipal or other governmental authorities. All such alterations shall be made at the sole cost and expense of Lessee and will not effect the rents hereinabove set forth.

Lessee covenants and agrees that if any mechanics' or materialman's lien or other lien shall be filed against the Premises, or any other part of the property by reason of or arising out

of any labor or material furnished or alleged to have been furnished to or for the Premises or any occupant thereof, or for or by reason of any change, alteration, or addition made by Lessee thereto, Lessee shall in any of such events, cause the same to be cancelled and discharged of record by bond or otherwise as allowed by law at Lessee's expense within five (5) days after the filing thereof; and Lessee shall also defend on Lessor's behalf, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of any such lien, and Lessee will pay any damages and satisfy and discharge any judgment entered thereon and save Lessor harmless from any claim or damage resulting therefrom. If at any time Lessee does not comply with the covenants made in this sub-paragraph, lessor may, at its option, after giving Lessee three (3) days prior written notice of its intention to do so, cause such lien to be cancelled of record by bond or otherwise as allowed by law, and Lessee shall pay all costs thereof, including reasonable attorney's fees, as additional rent, payable with the next ensuing installment of minimum rent.

9. **Trade Fixtures, Machinery, Equipment and Alterations.** All trade fixtures, machinery, equipment and alterations installed by Lessee in the Premises, other than improvements made by Lessee to the Premises, shall remain the property of Lessee and may be removed by Lessee at the end of the lease term provided any damage occasioned thereby is repaired within fifteen (15) days of the end of the lease term, reasonable wear and tear excepted. Lessee, within fifteen (15) days of the expiration of the term of this lease or renewal thereof, at its sole expense, shall restore the Premises in good order and condition. Notwithstanding any other provisions of this lease, any such alterations and fixtures which cannot be removed without causing serious damage to the premises shall become part of the property.

10. **Insurance.** Lessee, during the lease term and any renewal thereof, shall maintain at its sole expense for the benefit of Lessor an insurance policy which provides fire and hazard insurance for the building in an amount not less than the actual replacement cost of the improvements. Lessee shall also maintain at its sole expense, comprehensive general public liability insurance which includes coverage for the lessor's as the Owner/Lessor of the property in the minimum limits of \$1,000,000.00/\$3,000,000.00.

Lessee covenants and agrees to indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal property or damage to property arising from or out of Lessee's occupancy or use of the Premises or any part thereof, or any other part of Lessor's property, or occasion wholly or in part by any act or omission of Lessee, its agents, contractors or employees,

Lessee, during the lease term or any renewal thereof, shall maintain with respect to the leased Premises, at its sole expense, insurance on the contents of the building, including Lessee's personal property, inventory, trade fixtures and furniture, against loss or damage by fire or other casualty. Lessee shall deliver copies of these policies to lessor on or before the execution of this lease and on or before fifteen (15) days prior to each anniversary date hereof.

All insurance hereunder may be provided under blanket policies. Cancellation of any of the insurance policies by either lessor or Lessee shall not be made without thirty (30) days prior written notice to each of the parties of this lease.

If at any time Lessee does not comply with the covenants made in this paragraph, Lessor may, at its option, cause insurance aforesaid to be issued, and in such event, Lessee agrees to pay the premium for such insurance promptly upon Lessor's demand.

11. **Destruction-Fire or Other Cause.** If the demised Premises shall be partially damaged by fire or other cause without the fault or neglect of Lessee, Lessee's servants, employees, agents, invitees or licensees, the damages shall be repaired by and at the expense of Lessor and the rent, until such repairs are made, shall be apportioned according to the part of the premises usable by Lessee. If such damage is due to the fault or neglect of Lessee, Lessee's servants, employees, agents, invitees or licensees, without prejudice to the rights of subrogation of Lessor's insurance, the damages shall be repaired by Lessor and there shall be no apportionment or abatement of rent. If the building is damaged by fire or other cause to such extent that the damage has not been fully repaired within one hundred and eighty (180) days from the date of such damage, or in Lessor's judgment it is not practicable or economically feasible to restore said premises, then Lessor shall have no obligation to so repair and restore, and shall have the option of terminating this Lease by giving written notice to Lessee of such decision and the term of this Lease shall terminate on the day such notice is given. No compensation or claim or reduction of rent will be allowed or paid by Lessor by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the demised premises or any portion of the Building of which they are a part however the necessity may occur.

12. **Eminent Domain.** If the whole or any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and lessee shall have no claim against Lessor for the value of any unexpired term of said lease and the Lessee's obligations under this lease shall cease. Lessee shall not be entitled to any portion of any award made to Lessor in such proceedings.

13. **Access to Premises.** Lessor or Lessor's agents shall have the right to enter the leased premises at reasonable hours to examine the same upon reasonable notice or to make such alterations and repairs as deemed necessary. The rent shall not abate while such alterations or repairs are being made except as provided in Paragraph 11.

14. **End of Term.** Upon the expiration or of other termination of the term of this Lease, Lessee shall quit and surrender to Lessor the demised premises, broom clean, in good order and condition, ordinary wear excepted, and Lessee shall remove all of its property. Lessee's obligation to perform this covenant shall survive the expiration or other termination of the lease term.

15. **Quiet Enjoyment.** Lessor agrees with Lessee that upon Lessee paying the rent and performing all of the terms, covenants and conditions of this Lease, Lessee may peaceably and quietly enjoy the demised Premises subject to the terms of this Lease.

16. **Bankruptcy.** If at the date fixed as the commencement of the term of this Lease or if at any time during the term hereby demised there shall be filed by or against Lessee in any court pursuant to any statute either of the United States or of any State a Petition in Bankruptcy or Insolvency or for reorganization or for the appointment of a Receiver or Trustee of all or a portion of Lessee's property, and without thirty (30) days thereof Lessee fails to secure a discharge thereof, or if Lessee makes an assignment for the benefit of creditors or petition for or enter into an arrangement this Lease, at the option of lessor, exercised within a reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated and in which event neither the Lessee or any person claiming through or under Lessee by virtue of any statute or of an Order of any court shall be entitled to possession or to remain in possession of the premises demised which shall forthwith quit and surrender the Premises, and lessor, in addition to the other rights and remedies Lessor has by virtue of any other provision

herein or elsewhere in this Lease contained or by virtue of any statute or rule of law, may require as liquidated damages any rent, security, deposit or monies received by him from Lessee or others in behalf of Lessee.

17. **Indemnity.** Lessee will indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person or persons, firm or firms, corporations, arising from the use of the Premises and Property by Lessee and will further indemnify and save harmless lessor against and from any and all claims arising during the term of this Lease from any condition of the Premises and Property arising from any breach or default on the part of Lessee of any obligation to be performed pursuant to the terms of this Lease, or arising from any act of negligence of Lessee, or arising from accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this lease, on the Property, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought against Lessor by reason of any such claim. Lessee, upon notice from Lessor, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor.

18. **Events of Default: Remedies.** Each of the following shall be deemed to be a breach by Lessee of the terms of this Lease (hereinafter "Events of Default"):

- (a) Lessee shall fail to make any payment of rent hereunder within ten (10) days of when the same shall be due and payable.
- (b) Lessee shall fail to abide by all other terms and conditions of this Lease and such failure shall continue for a period of thirty (30) days after written notice from Lessor to Lessee as received by Lessee.

In the event of any Default, lessor, may give to Lessee written notice of default, and if Lessee does not cure any rent within fifteen (15) days of the written notice being given, or other Event of Default within a reasonable time after giving of such notice, the Lessor may terminate this Lease and Lessee's right of possession of the Premises and Lessee shall then quit and surrender the demised Premises to the Lessor, but shall remain liable to Lessor. All rights and remedies of Lessor, whether herein specified or otherwise available at law or in equity, shall be cumulative, and none shall exclude any other rights or remedy available to Lessor. Without limiting in any way the generality of the foregoing, Lessor shall have the right to maintain an action for the unpaid rentals payable under this Lease for its entire term regardless whether it terminates this Lease and recovers the Property.

Notwithstanding any other provisions of this Lease, where the curing of an alleged default requires more than payment of money, and the work of curing said default cannot reasonably be accomplished within the time otherwise permitted herein, and where Lessee has commenced upon the work of curing aid default and is diligently pursuing same, then Lessee shall be entitled to reasonable time extensions to permit the completion of the work of curing said default, as a condition precedent to any re-entry or termination, and any defect so cured shall not thereafter be grounds for default.

Notwithstanding any of the terms and provisions herein contained to the contrary. Lessor and Lessee shall each have a duty and obligation to mitigate, in every reasonable manner, any and all damage that may be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this lease committed by the other, exercising sound business practices.

In the event Lessee fails to pay Lessor any minimum or additional rental payment due hereunder within five (5) days after the date on which any such payment was due, lessor may, at its option, charge Lessee a late charge equal to ten percent (10%) of the rental payment in question, which late charge shall be collectible as additional rent and shall be payable by Lessee to Lessor within ten (10) days after written notice from Lessor to Lessee assessing the same.

If Lessee shall default in the performance of any covenant on its parts to be performed under this Lease, and if, in connection with the Lessor's enforcement of its rights or remedies, the Lessor shall incur fees and expenses for services rendered (including reasonable attorney's fees), then such fees and expenses shall, if the Lessor prevails in litigation, be immediately reimbursed by the defaulting party on demand. Notwithstanding the foregoing, in the event Lessor shall file any legal action for the collection of rent or any eviction proceeding for the non-payment of such sum due and payable prior to the rendering of any judgment, then Lessor shall be entitled to collect and Lessee shall be obligated to pay all court filing fees, and the reasonable fees of Lessor's attorney.

19. **Security Deposit.** *PKA.* Lessor hereby acknowledges receipt from Lessee of the sum of One Thousand Dollars (\$1,000.00) which Lessee has deposited with Lessor as collateral security for the performance of Lessee's obligations under this Lease. Lessor shall have the right, but not the obligation, to apply said security deposit or any portion thereof to cure or remedy any default by Lessee hereunder, including default in payment of rent. Said sum if not sooner applied, shall be returned to Lessee, without interest, upon termination of this Lease.

20. **Assignment.** Lessee cannot under any circumstances assign, encumber or sublet, use or permit the Premises to be used by others.

21. **Waiver.** The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of any term, condition or covenant by Lessee other than the failure to pay rent so accepted. No waiver shall be deemed effective unless in writing, signed by Lessor.

22. **Accord and Satisfaction.** No payment by Lessee or receipt by Lessor of a lessor amount than the monthly rent or other payment herein stipulated shall be deemed to be other than on account of the earliest stipulate rent or an account of the amount actually due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent and pursue any other remedy in this Lease.

23. **Entire Agreement.** This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.. Except as herein otherwise provided, no alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

24. **Successors and Assigns.** This Lease and the covenants, terms and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors and assigns, and shall be binding upon Lessee, its successors and assigns and shall inure to the benefit of Lessee.

25. **Notices.** Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be deemed effective and validly given if delivered in person and evidenced by a copy receipted by the addressee or sent by certified or registered mail, return receipt requested, adequate postage prepaid and shall be addressed (a) if to Lessor, 20009 Bollinger Road, Millers, Maryland 21102-2723, and (b) if to Lessee,

26. **Interpretation.** It is agreed that if any provision of this Lease or the application thereof shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease or the application thereof, all of which other provisions shall remain in full force and effect, and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

27. **Governing Law.** This Lease and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maryland.

28. **Subordination.**

- (a) Lessee's rights under this lease are, however and shall always be subordinate to the operation and effect of any ground lease or mortgage, deed of trust or similar security instrument (hereinafter collectively called "Security Instrument") now or hereafter placed upon the land or buildings of which the Premises are a part, or any part thereof, by Lessor or any renewal, modification, consolidation, replacement or extension of any such Security Instrument; this clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Lessee shall execute promptly any certificate that lessor may request. Lessee hereby constitutes and appoints Lessor as Lessee's attorney-in-fact to execute any such certificates or certificate for or on behalf of Lessee.
- (b) Lessee agrees, at any time, and from time to time, upon not less than ten (10) days prior written request of Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying the commencement and termination dates of the term of this Lease, that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease in full force and effect as modified and stating the modifications), and the dates to which rent and other charges have been paid, it being intended that any such statement delivered pursuant to this provision may be relied upon by any prospective purchaser of Lessor's interest or holder of a Security Instrument or assignee of any Security Interest upon Lessor's estate in the Premises.

29. **Jury Trial.** Lessee and Lessor waive any and all rights to have a Jury trial in resolving any disputes which may arise between them concerning this Lease.

30. **No Construction Against Drafting Party.** Lessor and Lessee acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Lessor merely because Lessor has prepared it.

31. **Option to Purchase Property.** The parties hereto agree that if all terms and conditions of the Lease have been maintained by the Tenant and if the Tenant is not in default of any of the provisions of the Lease herein, that the Tenant shall have the exclusive option to purchase this property for the price of Eighty Thousand Dollars (\$80,000.00). This option can be exercised by the Tenant at any time during the term of this three and one-half (3 1/2) month non-renewable Lease. The Landlord and Tenant agree that if the option to purchase is exercised by the Tenant that the settlement must occur within the three and one-half (3 1/2) month term of the Lease and therefore settlement must be on or before January 15, 1999.

In order for Tenant to exercise his option to purchase this property, he shall provide a written notice sent by certified mail return receipt requested to the Landlord on or before December 1, 1998, indicating Tenant's intention to settle this property on or before January 15, 1999. Upon Tenant tendering his notice to Landlord, Tenant shall also tender One Thousand Dollars (\$1,000.00) as a non-refundable cash down payment towards the purchase of this property. The settlement is to occur no later than January 15, 1999, and the Tenant will pay the remaining balance of Seventy-nine Thousand Dollars (\$79,000.00) in cash at time of settlement by way of a Seller Take Back First Mortgage. Said Mortgage shall be for a term of ~~Five (5)~~ ^{7EN(10)} years and shall bear interest at the rate of ~~ten (10%)~~ ^{12 1/2%} percent. If the Tenant tenders the written notice and does not settle this property on January 15, 1999, then the option to purchase this property shall be declared null and void and all monies on deposit shall be the sole property of the Landlord. The Landlord and Tenant agree that the deposit is a non-refundable deposit and will not be returned under any circumstance to the Tenant. Landlord and Tenant agree that there will be no set offs from the sale price in the future and that Tenant is not receiving a credit against the purchase sale price for any rents paid by Tenant unto the Landlord under the terms of this Lease. The property is being sold in fee simple AS IS, WHERE IS.

Upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to the property shall be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

The Rent shall be adjusted and apportioned as of date of settlement. In that Tenant is responsible for all real estate taxes under the terms of the Lease, there shall be no adjustment or apportionment as to said taxes at time of settlement.

Upon the option to purchase this property being exercised by the Tenant, time shall be of the essence. The cost of all documentary stamps, required by law, recordation tax and transfer tax, where required by law, shall be paid by the Buyer.

The Landlord and Tenant agree that no further contract or written agreement will be entered into for the settlement of this property and that all the terms and conditions stated herein shall govern the settlement of the property.

IN WITNESS WHEREOF, Lessor and Lessee have executed or caused this Lease to be executed under seal as of the date first above written.

ATTEST:

Kenneth R. Gebhard

Charles R. Gebhard (SEAL)
CHARLES R. GEBHARD

Kenneth R. Gebhard

Phyllis I. Gebhard (SEAL)
PHYLLIS I. GEBHARD

Kenneth R. Gebhard

WHEELLESS ENTERPRISES, INC.

By: Richard Wheelless (SEAL)
RICHARD WHEELLESS, President

Kenneth R. Gebhard

Richard Wheelless (SEAL)
RICHARD WHEELLESS

LS98-3963

12-07-015761/015762

0013480 260

①

DEED

THIS DEED, Made this 15 day of January, in the year nineteen hundred and ninety-nine, by and between CHARLES R. GEBHARD and PHYLLIS I. GEBHARD, husband and wife, Grantors, Parties of the First Part; and WHEELLESS ENTERPRISES, INC., a body corporate, Grantee, Party of the Second Part.

The Grantors, for the sum of EIGHTY THOUSAND and 00/100 Dollars (\$80,000.00) which is the actual consideration paid or to be paid, the receipt of which is hereby acknowledged, do hereby grant and convey unto the said Party of the Second Part, its successors and or assigns all those lots or parcel of ground situated and lying in Baltimore County, Maryland and particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 22, 23, 24, 25, and 26, Block C, of Fairlawn, as shown on the plat of said property recorded among the Plat Records of Baltimore County in Plat Book WPC No. 6, folio 100.

BEING the same property which by Deed dated November 21, 1994 and recorded among the Land Records of Baltimore County in Liber No. 10862, folio 728 was granted and conveyed unto the Grantors herein.

IMP FD SURE	5.00
RECORDING FEE	20.00
RECORDATION T	400.00
IR TAX STATE	400.00
NOTARY	825.00
RECORDING FEE	532.34
STAMP	3973
Jan 27, 1999	12:14 PM

Together with all improvements thereupon, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

To Have and to Hold the property hereby conveyed unto the Grantees, its successors and or assigns, forever, in fee simple.

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

RETURN TO:
HOME TITLE COMPANY, INC.
Two East Fayette Street, 4th Fl.
Baltimore, Maryland 21202
(410) 539-4491

0013480 2611

Witness the hands and seals of the Grantors herein.

WITNESS:

[Signature]

Charles R. Gebhard (SEAL)
Charles R. Gebhard

Phyllis I. Gebhard (SEAL)
Phyllis I. Gebhard

STATE OF MARYLAND, Harford Co, To Wit:

I HEREBY CERTIFY that on this 15 day of January, in the year one thousand nine hundred and ninety-nine before me, the subscriber, a Notary Public of the State of Maryland, City/County aforesaid, personally appeared CHARLES R. GEBHARD and PHYLLIS I. GEBHARD, his wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing deed to be their act and in my presence signed and sealed the same for the purposes therein contained.

As Witness my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 1-01-03



I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.

[Signature]

016048 JAN 27 8

0013480 262

State of Maryland Land Instrument Intake Sheet
Baltimore City ☒ County: Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

(Check Box if Addendum Intake Form is Attached.)

1	Type(s) of Instruments	☒ Deed	☒ Mortgage	Other	Other
2	Conveyance Type Check Box	Deed of Trust	Lease	Multiple Accounts	Not an Arms-Length Sale
3	Tax Exemptions (if Applicable)	Improved Sale	Unimproved Sale	Arms-Length [3]	Arms-Length [9]
4	Cite or Explain Authority	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	Arms-Length [9]
5	Tax Exemptions (if Applicable)	Recordation	State Transfer	County Transfer	

4	Consideration and Tax Calculations	Consideration Amount	
	Purchase Price/Consideration	\$	80,000.00
	Any New Mortgage	\$	79,000.00
	Balance of Existing Mortgage	\$	
	Other:	\$	
	Other:	\$	
	Full Cash Value	\$	80,000.00

5	Fees	Amount of Fees	Dec. 1	Dec. 2
	Recording Charge	\$	20.00	\$ 20.00
	Surcharge	\$	5.00	\$ 5.00
	State Recordation Tax	\$		\$
	State Transfer Tax	\$		\$
	County Transfer Tax	\$		\$
	Other	\$		\$
	Other	\$		\$

6	Description of Property	District	Property Tax ID No. (1)	Grantor/Lien/Folio	Map
	SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	12	12-07-015761/02	10862/782	
		Subdivision Name	Lot (3a)	Block (3b)	Section/AR(3c)
		Fairlawn	22, 23, 24, 25 & 26		
		Location/Address of Property Being Conveyed (2)			
		6902-04 Holabird Avenue			
		Other Property Identifiers (if applicable)			
		12-07-015762			

7	Transferred From	Residential ☐ or Non-Residential ☒	Fee Simple ☒ or Ground Rent ☐	Amount:
		Partial Conveyance? ☐ Yes ☒ No	Description/Am. of SqFt/Acreage Transferred:	
		If Partial Conveyance, List Improvements Conveyed:		
		Dec. 1 - Grantor(s) Name(s)	Dec. 2 - Grantor(s) Name(s)	
		Charles R. Gebhard		
		Phyllis I. Gebhard		
		Dec. 1 - Owner(s) of Record, if Different from Grantor(s)	Dec. 2 - Owner(s) of Record, if Different from Grantor(s)	

8	Transferred To	Dec. 1 - Grantee(s) Name(s)	Dec. 2 - Grantee(s) Name(s)
		Wheelless Enterprises, INC.	
		New Owner's (Grantee) Mailing Address	
		6121 Ridgeway Avenue - Balto. MD 21206	
		Dec. 1 - Additional Names to be Indexed (Optional)	Dec. 2 - Additional Names to be Indexed (Optional)

9	Other Names to Be Indexed	Dec. 1 - Additional Names to be Indexed (Optional)	Dec. 2 - Additional Names to be Indexed (Optional)
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10	Contact/Mail Information	Instrument Submitted By or Contact Person	☒ Return to Contact Person
		Name: GLORIA CULBERTSON	
		Firm: HOME TITLE COMPANY, INC.	
		Address: 2 E. Fayette Street	
		Balto., MD 21202 Phone: (410) 727-2878	
		Return Address Provided	

11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	
	Assessment Information	Yes ☒ No Will the property being conveyed be the grantee's principal residence?
		Yes ☒ No Does transfer include personal property? If yes, identify:

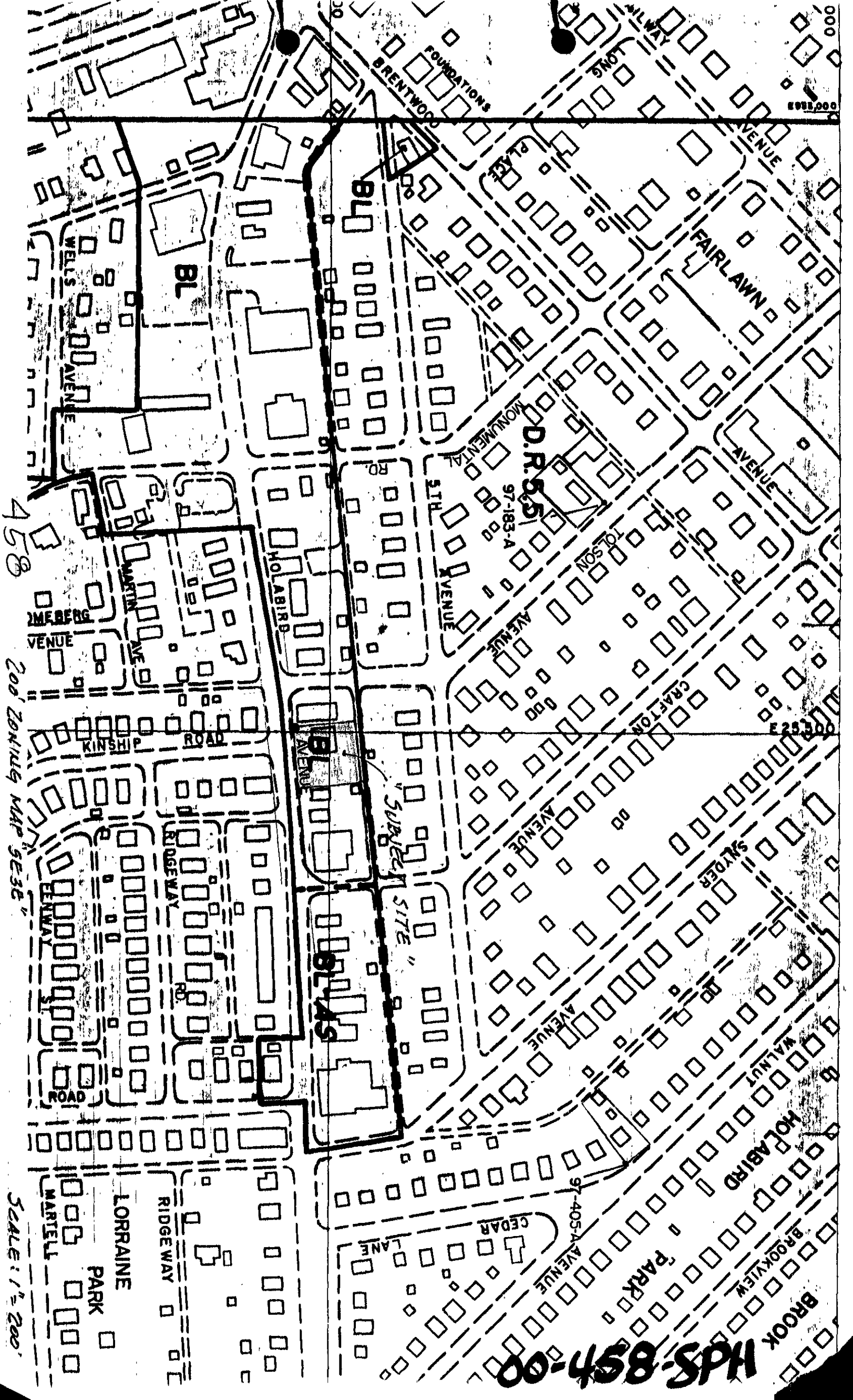
	Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).
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	Assessment Use Only - Do Not Write Below This Line				
	Terminal Verification	Anticipatory Verification	Whole	Part	Trans. Process Verification
	Number:	Date Received:	Date Released:		Assigned Property No.:

Year	19	19	Gen.	Map	Sub	Block
Land			zoning	Grid	Plot	Lot
Account			Use	Parent	Section	One. Cd.
Total			Town Cd.	E- Bl.	El. Cd.	

12	RECEIVED	DATE	TIME
	6667/12/1	12:01:46	
	6667/12/1	12:01:46	

13	White - Clerk's Office	Canary - SDAT	Pink - Office of Finance	Goldenrod - Preparer	AOC-CG-306 (6/95)
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6998.000

6253.000

HDS-854-00

458

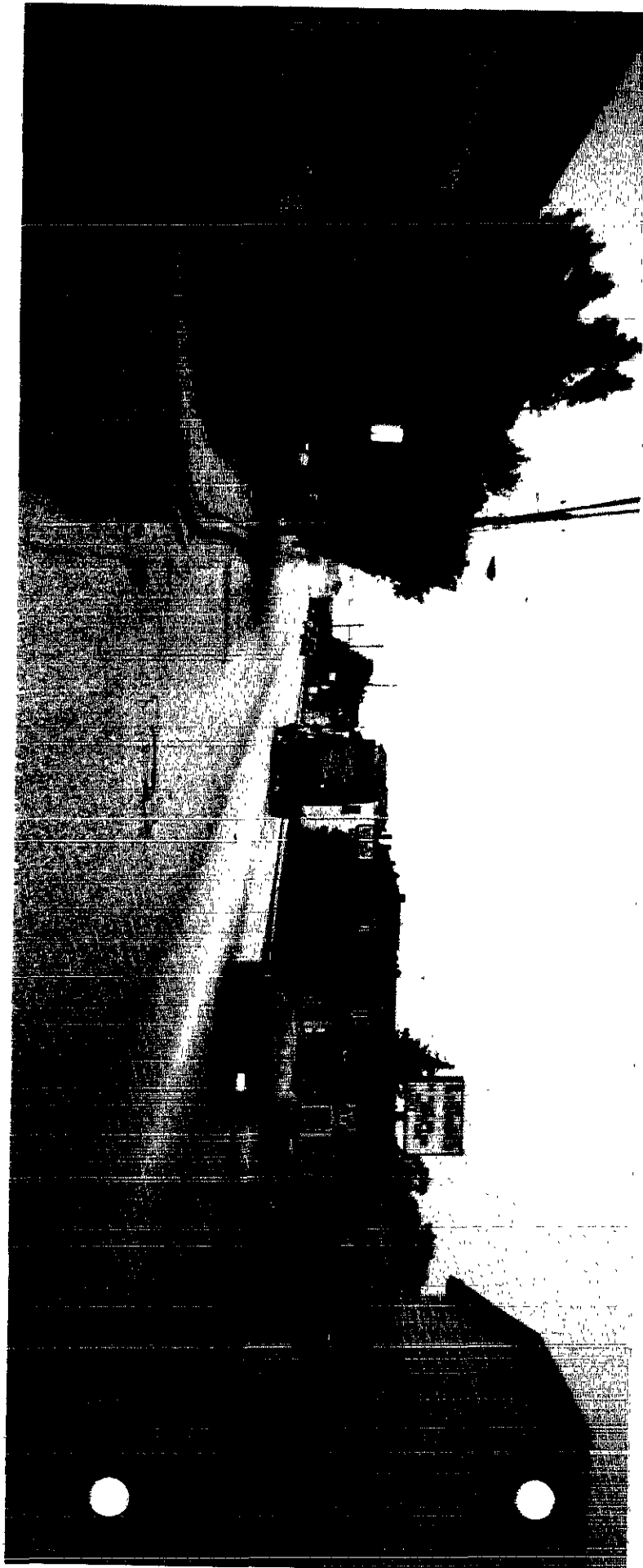
200' ZONING MAP 9C3C

SCALE: 1" = 200'





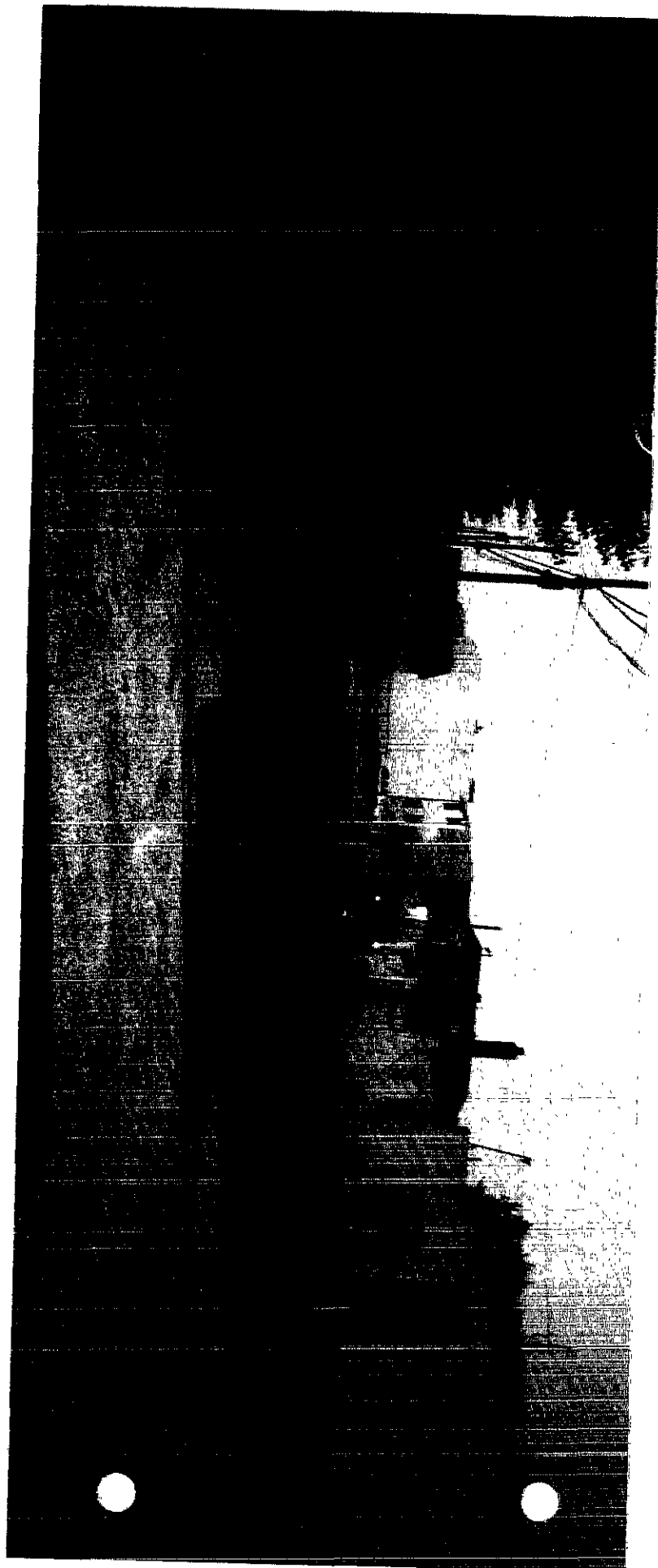


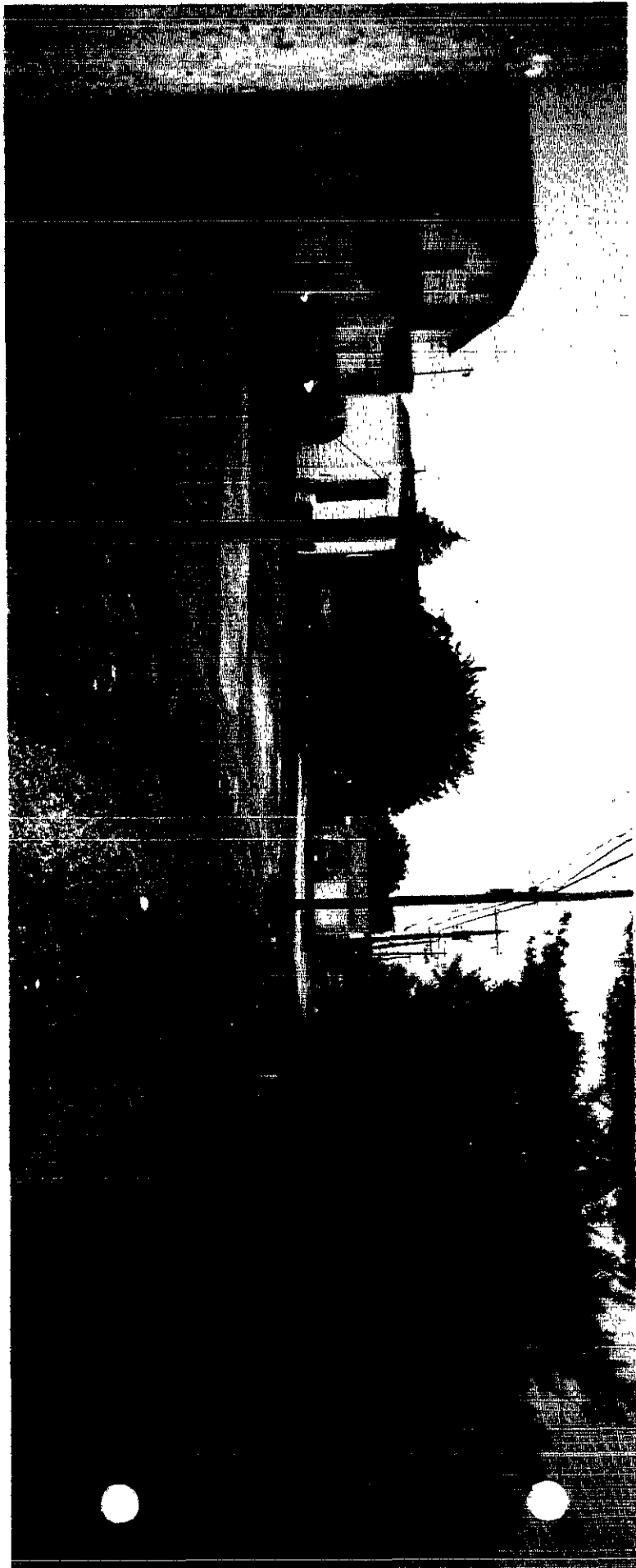


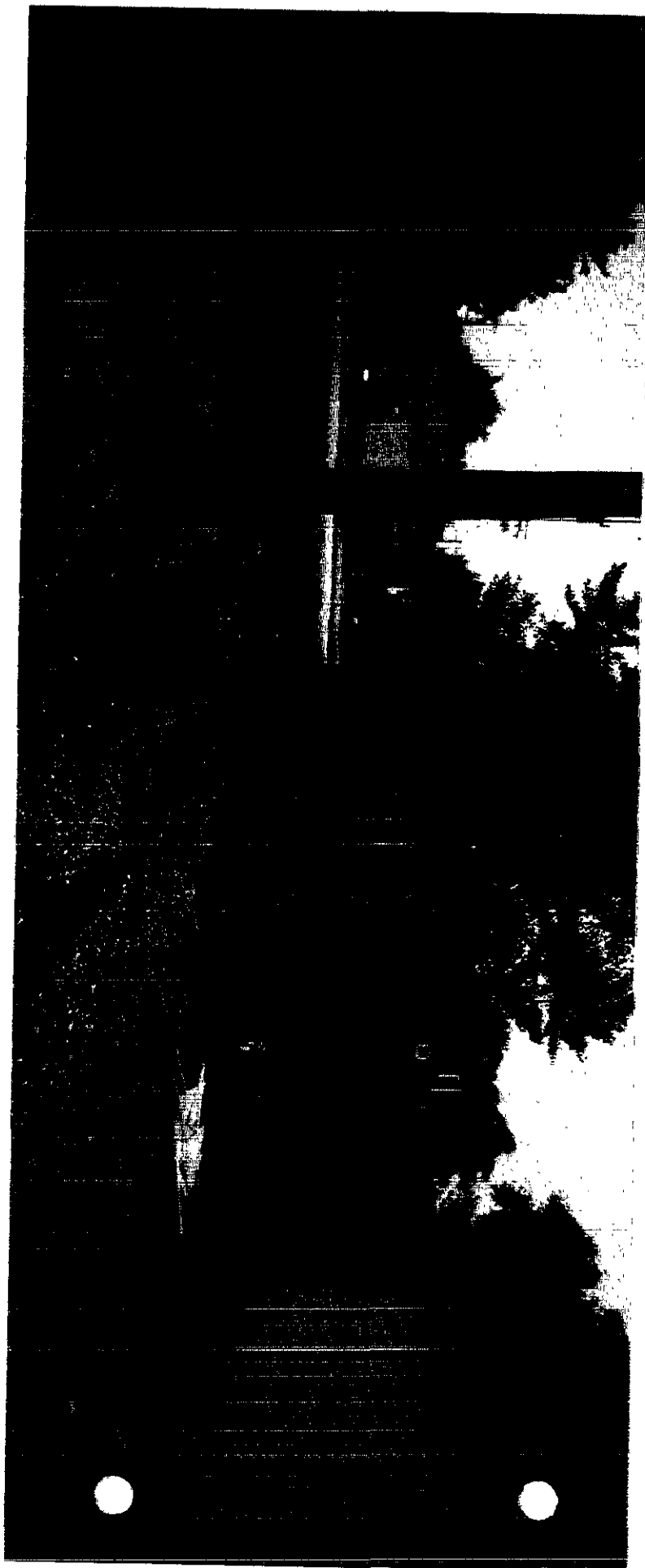


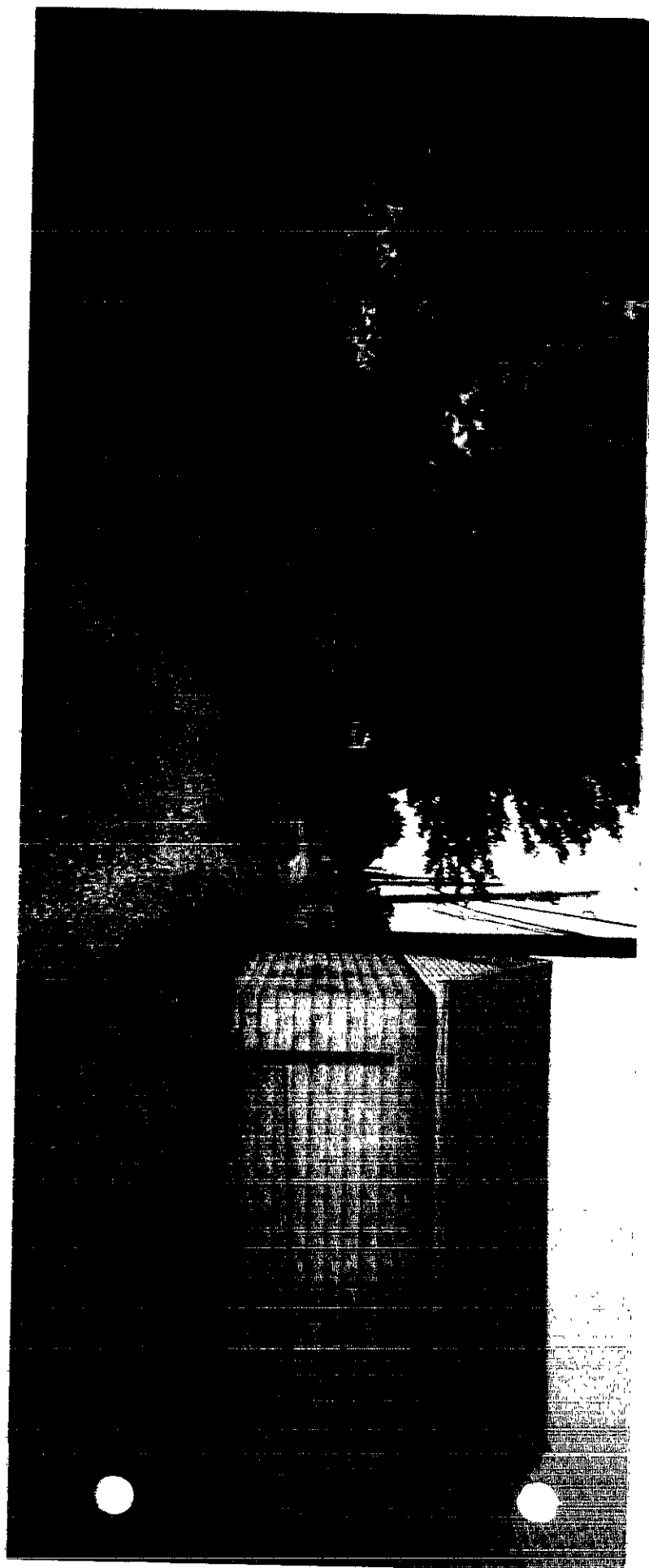




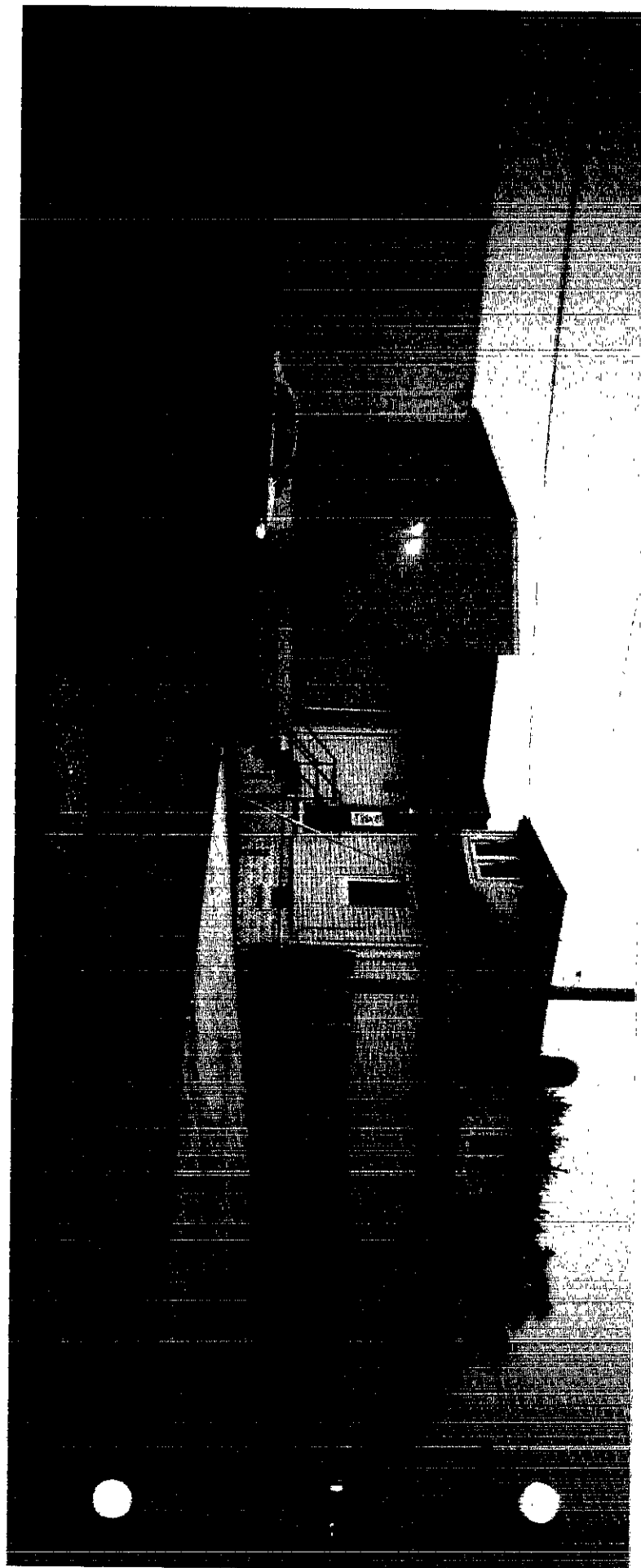


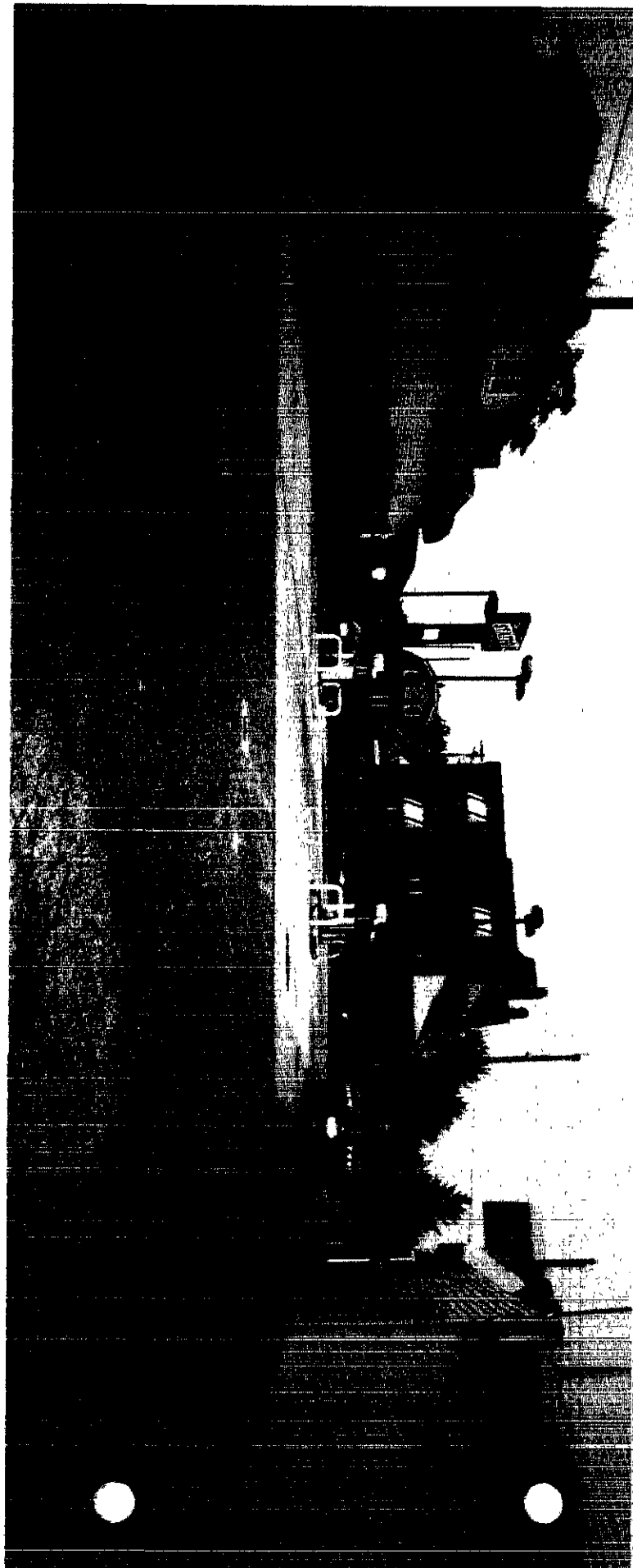


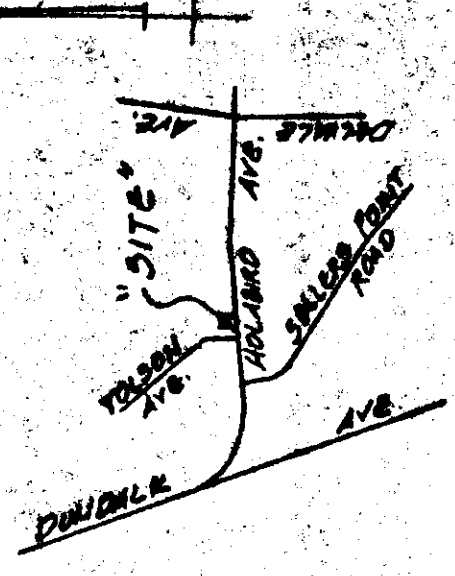












LOCATION MAP
SCALE: 1"=200'

GENERAL NOTES

- AREA OF EXISTING PROPERTY - 17,443.57 (2,222.5), GROSS - 0.47 AC.
- EXISTING ZONING OF PROPERTY - "B-1"
- EXISTING USE OF PROPERTY - "SERVICE FUEL STATION AND GENERAL OFFICES"
- ZONING OF PROPERTY - "BL"
- USE OF PROPERTY - "SERVICE FUEL STATION AND GENERAL OFFICES"
- ZONING HISTORY:
 - PROPERTY HAS BEEN USED AS A GAS STATION SINCE THE 1930'S.
 - MIDWAY PETROLEUM CORPORATION LEASED PROPERTY SINCE 1958 AND SOLD DIESEL FUEL SINCE 1959.
 - SETBACK VARIANCE FOR CANOPY WAS GRANTED NOV. 4, 1963 (CASE #70-114-4).
 - A SITE PLAN WAS APPROVED FEB. 2, 1970 IN ACCORDANCE WITH ALL 40-66.
 - VIOLATION COMPLAINT FILED 8-1-66.
 - PETITION FOR SPECIAL HEARING AND VARIANCE CASE #83-14-3744.
 - TO AMEND SITE PLAN DENIED NOV. 23, 1962 (CITY ZONING COMMISSIONER ORDER).
 - COUNTY BOARD OF APPEALS REVERSAL OF CITY ZONING COMMISSIONER ORDER FOR SPECIAL HEARING AND VARIANCE CASE #83-14-3744 GRANTED FEB. 9, 1964.
 - PETITIONER REQUESTING A SPECIAL HEARING TO APPROVE AND CONFIRM CONTINUATION OF THE EXISTING SERVICE STATION USE FOR THE SALE OF GAS AND OTHER USES AS PREVIOUSLY APPROVED AND TO AMEND THE PRIOR PLANS FROM CASE #70-114-4 AND 83-14-3744.
 - PUBLIC UTILITIES AVAILABLE TO SITE.
 - OWNER TO PROVIDE LANDSCAPING IN AREAS AVAILABLE.
- 200' ZONING MAP SE-3-C

Det. #1

PLAT TO ACCOMPANY PETITION
FOR

SPECIAL HEARING * 6202 HOLABIRD AVENUE (FORMERLY MIDWAY ENTERPRISES, INC.)

ELECT. DIST. 12, 0-7 BALTIMORE COUNTY, MD.
SCALE: 1"=10' MAY 1, 2000

A 50

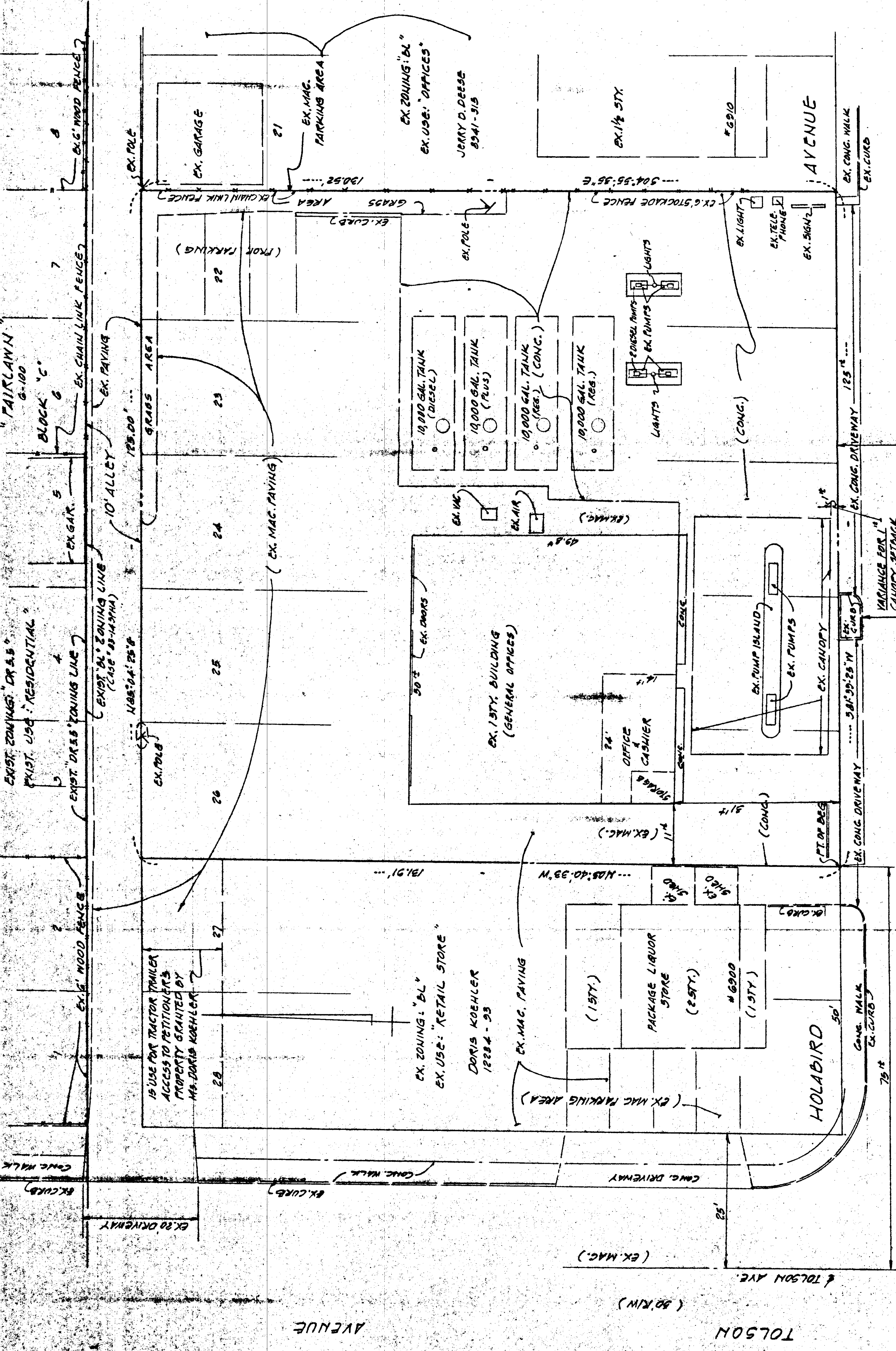


OWNER:
WHEELLESS ENTERPRISES, INC.
6202 HOLABIRD AVENUE
BALTIMORE, MARYLAND 21222

EX. ZONING: "DR 3.5"
EX. USE: "RESIDENTIAL"

00-458:SPH

Page 1 of 1



EXIST. "BL" ZONING LINE
EXIST. "DR 3.5" ZONING LINE

EX. CURB

EX. CURB

EX. CURB

EX. CURB

EX. CURB

EX. CURB

EX. CURB

EX. CURB

EX. CURB

08/31/2000 11:26 FAX 4108873468

ZONING COMM.

P01

***** ACTIVITY REPORT *****

TRANSMISSION OK

TX/RX NO.	0077
CONNECTION TEL	94109388378
CONNECTION ID	
START TIME	08/31 11:23
USAGE TIME	01'51
PAGES	5
RESULT	OK

HODES, ULMAN, PESSIN & KATZ, P.A.

ATTORNEYS AT LAW

SUITE 400

901 DULANEY VALLEY ROAD
TOWSON, MARYLAND 21204-2600

WRITER'S DIRECT DIAL NUMBER:

(410) 339-5791

WRITER'S DIRECT FACSIMILE NUMBER:

(410) 938-8378

WRITER'S DIRECT E-MAIL:

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* Also Admitted in DC

† Also Admitted in DC and VA

‡ Also Admitted in DC, DE & PA

July 17, 2000

Mr. Jeffrey N. Perlow
Code Inspections and Enforcement Office
Baltimore County Department
of Permits and Development Management
111 W. Chesapeake Avenue
Towson, Maryland 21204

RE: Case No.: 00-0483
Wheless Enterprises, Inc.
Property Address: 6902 Holabird Avenue

Dear Mr. Perlow:

I am writing with reference to Violation Notice Nos. 119656 and 119657. Those notices cited Wheless Enterprises, Inc. and Mr. Richard Wheless, d/b/a the Station at Holabird Avenue, for allegedly violating Section 7-70(a)(1)g of the Baltimore County Investment Property Act. The violation notices required that the property owner remove old, flaking paint and repaint the exterior of the building.

This is to inform you that the property owner has repainted those portions of the building that needed to be painted, as required. Please schedule a site visit to confirm compliance with the Investment Property Act. Thank you for your continued attention to this matter; please call me if you have any questions.

Sincerely,

Robert D. Porter

RDP/vrc

Enclosures

cc: Mr. Richard M. Wheless
✓ Timothy M. Kortoco,
Deputy Zoning Commissioner
Mr. Paul Lee

rdp.ltr\7-12.vrc