

IN RE: PETITION FOR SPECIAL HEARING \* BEFORE THE  
 NEC Old Georgetown and \*  
 (relocated) Sulphur Spring Road \* ZONING COMMISSIONER  
 13th Election District \*  
 1st Councilmanic District \* OF BALTIMORE COUNTY  
 (1800 Sulphur Spring Road) \*  
 \* CASE NO. 01-321-SPH  
 Beltway Properties II, LLC, Legal Owners \*  
 and \*  
 Beltway International, LLC, \*  
 Contract Purchaser \*  
 Petitioners \*

\* \* \* \* \*

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Zoning Commissioner as a Petition for Special Hearing for the property located at 1800 Sulphur Spring Road in southwestern Baltimore County. The petition was filed by Beltway Properties, II, LLC, legal owner and Beltway International, LLC, lessee. Special hearing relief is requested to approve the eligibility of the subject property for a grandfathered use as a service garage and as such, that it may be used for sale, lease and repair of motor vehicles pursuant to the provisions of Section 103.1 of the Baltimore County Zoning Regulations and Section 103.1.B of the Baltimore County Zoning Commissioner's Policy Manual. The subject property and requested relief are more particularly shown on Petitioners' Exhibit No. 12, the plat to accompany the Petition for Special Hearing.

Appearing at the hearing on behalf of the petitions was John A. Saum, Managing Member of Beltway Properties, II, LLC, owner and Beltway International, LLC, lessee. Also present was S. Leonard Rottman, Esquire and Russell G. Alion, Jr., Esquire, counsel for the Petitioners. There were no protestants present.

This matter was originally scheduled for public hearing on April 2, 2001. At that time, the Petitioners, through counsel, appeared at the hearing. Testimony and evidence was received

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 Date 4/25/01  
 By R. Johnson

on that date regarding the merits of the petition. However, it was determined that the sign advertising the public hearing on that date had not been posted for the full 15 day period as required by law. Thus, the matter was continued for additional proceedings on April 20, 2001. The sign was properly reposted for a full 15 days prior to that hearing date. At the reconvened hearing, no one other than Petitioners' counsel appeared.

Testimony and evidence presented was that the subject parcel is an irregularly shaped tract, approximately 4.954 acres in area, zoned ML. The property has frontage on Sulphur Spring Road, between Interstate 95 and Washington Boulevard, in southwestern Baltimore County. The property is improved with a one-story office building of approximately 13,000 sq. ft. and an attached one-story garage building which contains 22 service bays. The balance of the property is improved with a macadam parking area.

Uncontradicted testimony and evidence presented was that the subject property has been used for the sale, lease and repair of trucks for many years. This use dates from at least the mid-1960's, as is evidenced by a series of letters and documents which were collectively introduced as Petitioners' Exhibit Nos. 1-11. Those documents include letters both to and from Baltimore County regarding the issuance of permits for use of the property to sell, lease and service trucks. Apparently, International Harvester Company originally leased the property for this purpose. However, Beltway International, LLC has used the property for those purposes since at least 1982.

Section 103 of the Baltimore County Zoning Regulations features language regarding the applicability of the Zoning Regulations. Furthermore, the section provides specific criteria relating to the use and development of land in the ML zone. For land with that zoning classification, prior development is grandfathered if same was shown on any preliminary

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Date 4/25/01

By R. J. Jenson

development plan which had been approved by the Office of Planning prior to the effective date of Bill 100-1970 (Sept. 19, 1970). Bill 100-1970 also added, to the Baltimore County Zoning Regulations, the current language in Section 103.1.

Section 103.1.B of the Zoning Commissioner's Policy Manual is also of note. That section references the adoption of Bill 100-70 and provides detail about its impact on existing uses in the ML zone. Specifically, it is provided that existing uses in the ML zone are "grandfathered" under Section 103.1. Moreover, the language in Section 103.1.B of the Zoning Commissioner's Policy Manual compares and contrasts the distinction between the aforementioned "grandfathering" provisions and the non-conforming use concept discussed in Section 104 of the Baltimore County Zoning Regulations.

In any event, applying the plain language in Section 103 and the discussion thereof in the Zoning Commissioner's Policy Manual to the facts in this case, it is clear that the use of the subject property for the sale, lease and repair of trucks is grandfathered and, therefore, permissible. Clearly, this use was established and has been ongoing since the mid-1960's, prior to the adoption of Bill 100-70. Thus, the petition for special hearing shall be granted and the site plan submitted therewith as Petitioners' Exhibit No. 12 approved. The use may continue, pursuant to the specific language of Section 103.1 of the Baltimore County Zoning Regulations and Section 103.1.B of the Zoning Commissioner's Policy Manual.

Pursuant to the advertisement, posting of the property and public hearing held on the Petition and for the reasons given above, I believe that the special hearing request should be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 25<sup>th</sup> day of April, 2001, that the Petitioners' Request for Special Hearing, to approve the

Date 4/25/01  
By [Signature]

eligibility of the subject property for a grandfathered use as a service garage as more particularly set out on Petitioners' Exhibit No. 12 and as such, that it may be used for sale, lease and repair of motor vehicles pursuant to the provisions of Section 103.1 of the Baltimore County Zoning Regulations and Section 103.1.B of the Baltimore County Zoning Commissioner's Policy Manual, be and is hereby GRANTED.

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



LAWRENCE E. SCHMIDT  
ZONING COMMISSIONER  
FOR BALTIMORE COUNTY

LES:raj

ORDER RECEIVED FOR FILING

Date

4/25/01

By





Baltimore County  
Zoning Commissioner

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

April 25, 2001

S. Leonard Rottman, Esquire  
Russell G. Alion, Jr., Esquire  
Adelberg, Rudow, Dorf & Handler, LLC  
Suite 600, 2 Hopkins Plaza  
Baltimore, Maryland 21201

Re: Petition for Special Hearing  
Case No. 01-321-SPH  
Property: 1800 Sulphur Spring Road

Dear Messrs. Rottman & Alion:

Enclosed please find the decision rendered in the above-captioned case. The petition 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,

Lawrence E. Schmidt  
Zoning Commissioner

LES:raj  
Enclosure

c: Mr. John A. Saum  
c/o Beltway Properties, LLC  
1800 Sulphur Spring Road  
Baltimore, MD 21227

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](http://www.co.ba.md.us)



# Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 1800 Sulphur Spring Road  
which is presently zoned M1

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

The eligibility of the property for a grandfathered use as a service garage, and as such, that it may be used for the sale and repair of motor vehicles under the provisions of Section 103.1 of Baltimore County Zoning Regulations and Section 103.B of the Baltimore County Zoning Commissioners Policy Manual.

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:**

Beltway International, LLC  
Name - Type or Print  
By [Signature]  
Signature John A. Saum, Managing Member  
1800 Sulphur Spring Road  
Address Telephone No.  
Baltimore, MD 21227 *contact atty [Signature]*  
City State Zip Code

**Legal Owner(s):**

Beltway Properties II LLC  
Name - Type or Print  
By [Signature]  
Signature  
John A. Saum, Managing Member  
Name - Type of Print  
[Signature]  
Signature  
1800 Sulphur Spring Road  
Address Telephone No.  
Baltimore, MD 21227 *contact atty [Signature]*  
City State Zip Code

**Attorney For Petitioner:**

S. Leonard Rottman/Russell G. Alion, Jr.  
Name - Type or Print  
[Signature]  
Signature  
Adelberg, Rudow, Dorf & Hendler, LLC  
Company  
Suite 600, 2 Hopkins Plaza 410-539-5195  
Address Telephone No.  
Baltimore, MD 21201  
City State Zip Code

**Representative to be Contacted:**

S. Leonard Rottman  
Name  
Suite 600, 2 Hopkins Plaza 410-539-5195  
Address Telephone No.  
Baltimore, MD 21201  
City State Zip Code

**OFFICE USE ONLY**

ESTIMATED LENGTH OF HEARING 2 HRS

UNAVAILABLE FOR HEARING -

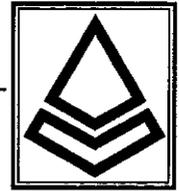
Reviewed By JL Date 2/08/01

ORDER RECEIVED FOR FILMS

Date 4/25/01  
By [Signature]  
REV 01/98

Case No. 01-321-SPH

321



## ZONING DESCRIPTION 1800 SULPHUR SPRING ROAD

BEGINNING AT A POINT ON THE EASTERLY SIDE OF OLD GEORGETOWN ROAD, 110 FEET, MORE OF LESS, NORTH OF THE NORTHERN RIGHT-OF-WAY LINE OF RELOCATED SULPHUR SPRING ROAD; THENCE LEAVING SAID POINT OF BEGINNING AND RUNNING

SOUTH 89 DEGREES 14 MINUTES 51 SECONDS EAST, 839.00 FEET TO A POINT ON THE WESTERLY SIDE OF SULPHUR SPRING ROAD;

THENCE RUNNING WITH SAID RIGHT OF WAY SOUTH 06 DEGREES 54 MINUTES 09 SECONDS WEST, 321.61 FEET;

THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 647.31 FEET AND AN ARC LENGTH OF 7.40 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY SIDE OF RELOCATED SULPHUR SPRING ROAD;

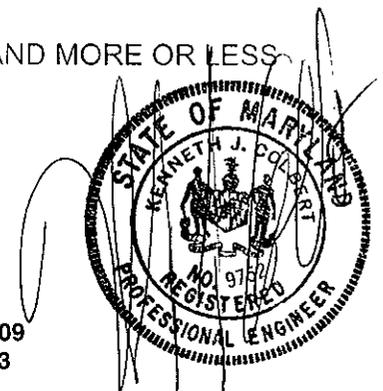
THENCE RUNNING WITH SAID RIGHT-OF-WAY  
NORTH 83 DEGREES 00 MINUTES 52 SECONDS WEST, 9.78 FEET;  
SOUTH 15 DEGREES 39 MINUTES 25 SECONDS WEST, 45.40 FEET;  
SOUTH 45 DEGREES 44 MINUTES 25 SECONDS WEST, 44.83 FEET;  
SOUTH 77 DEGREES 13 MINUTES 02 SECONDS WEST, 58.46 FEET;  
NORTH 61 DEGREES 47 MINUTES 28 SECONDS WEST, 52.15 FEET;  
BY A CURVE TO THE LEFT HAVING A RADIUS OF 1,472.39 FEET AND AN ARC LENGTH OF 205.58 FEET;  
NORTH 60 DEGREES 38 MINUTES 10 SECONDS WEST, 103.16 FEET;  
NORTH 66 DEGREES 58 MINUTES 07 SECONDS WEST, 51.60 FEET;  
NORTH 61 DEGREES 46 MINUTES 46 SECONDS WEST, 68.86 FEET;  
NORTH 83 DEGREES 49 MINUTES 42 SECONDS WEST, 34.98 FEET;  
NORTH 78 DEGREES 34 MINUTES 34 SECONDS WEST, 50.49 FEET;  
NORTH 70 DEGREES 36 MINUTES 23 SECONDS WEST 215.00 FEET;

LEAVING SAID NORTHERLY SIDE OF RELOCATED SULPHUR SPRING ROAD AND RUNNING NORTH 19 DEGREES 04 MINUTES 55 SECONDS WEST, 48.09 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY SIDE OF OLD GEORGETOWN ROAD;

THENCE RUNNING WITH SAID RIGHT-OF-WAY NORTH 29 DEGREES 49 MINUTES 40 SECONDS EAST, 65.55 FEET TO THE PLACE OF BEGINNING.

CONTAINING 215,798 SQUARE FEET OR 4.9540 ACRES OF LAND MORE OR LESS

Feb. 1, 2001  
J:\2000\1581ZoneDes.doc



BALTIMORE COUNTY, MARYLAND  
OFFICE OF BUDGET & FINANCE  
MISCELLANEOUS RECEIPT

371 JV No. 90030

DATE 2/08/01 ACCOUNT 001-006-5150

AMOUNT \$ 250.00

RECEIVED FROM: BELOWAY INTL TRUCKS LLC

FOR: SP4 FILING

DISTRIBUTION  
WHITE - CASHIER      PINK - AGENCY      YELLOW - CUSTOMER

PAID RECEIPT  
PAYMENT      ACTUAL      TIME  
2/08/2001      2/08/2001      1:15:45  
RE: 0005 CASHIER LMT. BY 000001  
RECEIPT # 100000  
AMT \$ 500.00 BIDDING VERIFICATION  
CR NO. 000030  
Kept tot 250.00  
250.00 OK      00 00  
Baltimore County Maryland

CASHIER'S VALIDATION

**NOTICE OF ZONING HEARING**

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

Case: #01-321-SPH

1800 Sulphur Spring Road

NEC Old Georgetown and (relocated) Sulphur Spring Road

13th Election District - 1st Councilmanic District

Legal Owner(s): Beltway Properties II, LLC

Contract Purchaser: Beltway International, LLC

**Special Hearing:** to approve a grandfathered use as a service garage, and as such, that it may be used for the sale and repair of motor vehicles.

**Hearing: Monday, April 2, 2001 at 11:00 a.m. in Room 407, County Courts Building, 401 Bostoy 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.

3/29/01 March 22

0457590

**CERTIFICATE OF PUBLICATION**

TOWSON, MD, 3/23/, 2001

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 3/22/, 2001.

THE JEFFERSONIAN,

*J. Wilkinson*

LEGAL ADVERTISING

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/neighbor 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.**

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**For Newspaper Advertising:**

Item Number or Case Number: 01 321 SPH

Petitioner: Beltway Properties II, LLC

Address or Location: 1800 Sulphur Spring Road Baltimore, Maryland 21227

**PLEASE FORWARD ADVERTISING BILL TO:**

Name: Beltway Properties II, LLC Attention: S. Leonard Rottman

Address: Adelberg, Rudow, Dorf & Hendler, LLC  
600 Mercantile Bank & Trust Building  
2 Hopkins Plaza

Baltimore, Maryland 21201-2927  
Telephone Number: (410) 539-5195

Revised 2/20/98 - SCJ

# CERTIFICATE OF POSTING

RE: Case No.: 01-321-SPH

Petitioner/Developer: \_\_\_\_\_

BELWAY PROPERTIES II LLC

Date of Hearing/Closing: 4/2/01

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

Attention: Ms. Gwendolyn Stephens

Ladies and Gentlemen:

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

1800 SULPHUR SPRING RD.

The sign(s) were posted on 3/24/01  
(Month, Day, Year)

Sincerely,

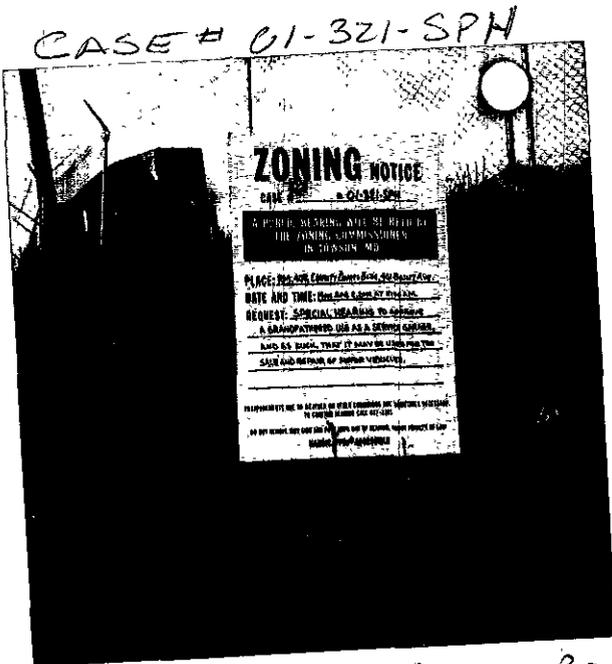
Richard E. Hoffman 3/24/01  
(Signature of Sign Poster and Date)

RICHARD E. HOFFMAN  
(Printed Name)

904 DELLWOOD DR.  
(Address)

FALLSTON, MD 21047  
(City, State, Zip Code)

(410) 879-3122  
(Telephone Number)



1800 SULPHUR SPRING RD.

POSTED 3/24/01

Richard E. Hoffman 3/24/01

CERTIFICATE OF POSTING

R10  
4/2

RE: Case No.: 01-321-SPH

Petitioner/Developer: \_\_\_\_\_

BELTWAY PROPERTIES II LLC

Date of Hearing/Closing: 4/20/01

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

APR 13

Attention: Ms. Gwendolyn Stephens

Ladies and Gentlemen:

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

1800 SULPHUR SPRING RD

The sign(s) were posted on 4/3/01  
(Month, Day, Year)

Sincerely,

Richard E. Hoffman 4/3/01  
(Signature of Sign Poster and Date)

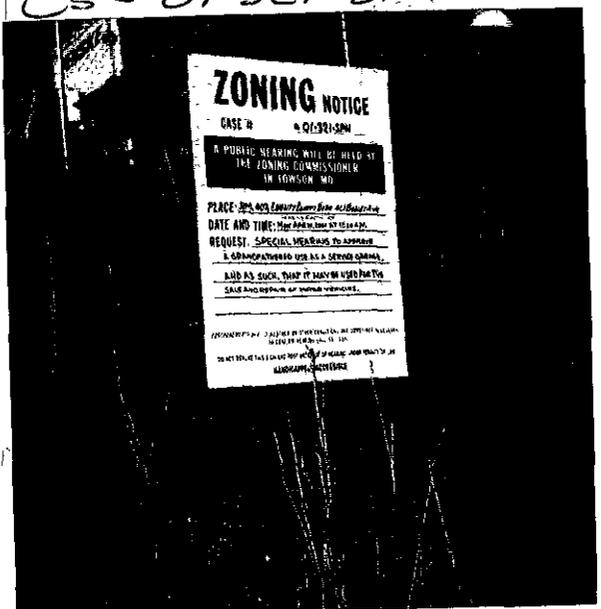
RICHARD E. HOFFMAN  
(Printed Name)

904 DELLWOOD DR.  
(Address)

FALLSTON, MD 21047  
(City, State, Zip Code)

(410) 879-3122  
(Telephone Number)

CS # 01-321-SPH



1800 SULPHUR SPRING RD  
POSTED 4/3/01  
Richard E. Hoffman 4/3/01

TO: PATUXENT PUBLISHING COMPANY  
Thursday, March 22, 2001 Issue – Jeffersonian

Please forward billing to:

S. Leonard Rottman  
Adelberg Rudow Dorf & Hendler LLC  
2 Hopkins Plaza  
Baltimore MD 21201

410 539-5195

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## 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: 01-321-SPH  
1800 Sulphur Spring Road  
NEC Old Georgetown and (relocated) Sulphur Spring Road  
13<sup>th</sup> Election District – 1<sup>st</sup> Councilmanic District  
Legal Owner: Beltway Properties II, LLC  
Contract Purchaser: Beltway International, LLC

Special Hearing to approve a grandfathered use as a service garage, and as such, that it may be used for the sale and repair of motor vehicles.

HEARING: Monday, April 2, 2001 at 11:00 a.m. in Room 407, County Courts Building,  
401 Bosley Avenue

  
Lawrence E. Schmidt

GDZ

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

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

February 21, 2001

## 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: 01-321-SPH  
1800 Sulphur Spring Road  
NEC Old Georgetown and (relocated) Sulphur Spring Road  
13<sup>th</sup> Election District – 1<sup>st</sup> Councilmanic District  
Legal Owner: Beltway Properties II, LLC  
Contract Purchaser: Beltway International, LLC

Special Hearing to approve a grandfathered use as a service garage, and as such, that it may be used for the sale and repair of motor vehicles.

HEARING: Monday, April 2, 2001 at 11:00 a.m. in Room 407, County Courts Building,  
401 Bosley Avenue

A handwritten signature in cursive script that reads "Arnold Jablon". Below the signature is the number "692".

Arnold Jablon  
Director

C: S Leonard Rottman, 2 Hopkins Plaza, Suite 600, Baltimore 21201  
John A Saum, Beltway Properties II LLC, 1800 Sulphur Spring Rd, Baltimore 21227  
John A Saum, Beltway International LLC, 1800 Sulphur Spring Road Baltimore 21227

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, MARCH 24, 2001.**  
(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.



Baltimore County  
Department of Permits and  
Development Management

Development Processing  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204

April 2, 2001

S Leonard Rottman  
Adelberg Rudow Dork & Hendler LLC  
2 Hopkins Plaza Suite 600  
Baltimore MD 21201

Dear Mr. Rottman:

RE: Case Number: 01-321-SPH, 1800 Sulphur Spring Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on February 8, 2001.

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

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

Very truly yours,

*W. Carl Richards, Jr.*

W. Carl Richards, Jr.  
Supervisor, Zoning Review

GDZ

WCR: gdz

Enclosures

c: John A Saum, Beltway Properties LLC, 1800 Sulphur Spring Road, Baltimore 21227  
People's Counsel



# BALTIMORE COUNTY, MARYLAND

## INTER-OFFICE CORRESPONDENCE

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

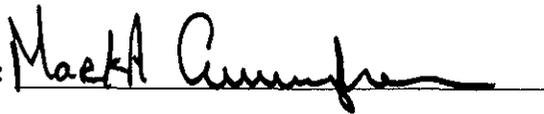
**DATE:** February 26, 2001

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

**SUBJECT:** Zoning Advisory Petition(s): Case(s) 01-321 and 01-325

The Office of Planning has reviewed the above referenced case(s) and has no comments to offer. For further questions or additional information concerning the matters stated herein, please contact Mark A. Cunningham in the Office of Planning at 410-887-3480.

Prepared by:



Section Chief:



AFK/JL:MAC



**Maryland Department of Transportation**  
**State Highway Administration**

Parris N. Glendening  
Governor

John D. Porcari  
Secretary

Parker F. Williams  
Administrator

Date: 2-21-01

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

RE: Baltimore County  
Item No. 321

JLL

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

BALTIMORE COUNTY, MARYLAND  
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Arnold Jablon  
FROM: R. Bruce Seeley *MB*  
DATE: March 19, 2001  
SUBJECT: Zoning Petitions  
Zoning Advisory Committee Meeting of February 20, 2001

DEPRM has no comments for the following zoning petitions:

Item #	Address
315	408 Thackery Avenue
317	15341 Old York Road
318	9700 Bernard Lewis Court
319	8 and 14 Hillside Avenue
321	1800 Sulphur Spring Road
322	8105 McDaniel Avenue
324	1534 York Road

BALTIMORE COUNTY, MARYLAND  
INTEROFFICE CORRESPONDENCE

**TO:** Arnold Jablon, Director  
Department of Permits & Development Mgmt.

**DATE:** March 7, 2001

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

**SUBJECT:** Zoning Advisory Committee Meeting  
For February 26, 2001  
Item Nos. 315, 316, 317, 318, 320, 321,  
323, and 324

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

RWB:HJO:jrb

cc: File



Baltimore County  
Fire Department

700 East Joppa Road  
Towson, Maryland 21286-5500  
410-887-4500

February 22, 2001

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: Cloverland Farms Dairy, Inc. - 316  
Beltway Properties II, LLC - 321

Location: DISTRIBUTION MEETING OF February 20, 2001

Item No.: 316, 321

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.

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

cc: File

Come visit the County's Website at [www.co.ba.md.us](http://www.co.ba.md.us)



Printed with Soybean Ink  
on Recycled Paper

lip  
4/2

# BALTIMORE COUNTY, MARYLAND

## INTER-OFFICE CORRESPONDENCE

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

**DATE:** February 26, 2001

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

FEB 28

**SUBJECT:** Zoning Advisory Petition(s): **Case(s) 01-321 and 01-325**

The Office of Planning has reviewed the above referenced case(s) and has no comments to offer. For further questions or additional information concerning the matters stated herein, please contact Mark A. Cunningham in the Office of Planning at 410-887-3480.

Prepared by: Mark A. Cunningham

Section Chief: Jeffrey W. Lay

AFK/JL:MAC

RE: PETITION FOR SPECIAL HEARING  
1800 Sulphur Spring Road, NEC Old Georgetown  
and (relocated) Sulphur Spring Rd  
13th Election District, 1st Councilmanic

Legal Owner: Beltway Properties II, LLC  
Contract Purchaser: Beltway International, LLC  
Petitioner(s)

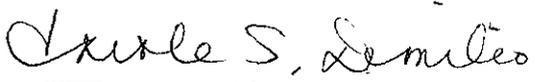
\* BEFORE THE  
\* ZONING COMMISSIONER  
\* FOR  
\* BALTIMORE COUNTY  
\* Case No. 01-321-SPH

\* \* \* \* \*

**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 27th day of February, 2001 a copy of the foregoing Entry of Appearance was mailed to S. Leonard Rottman, Esq., Adelberg, Rudow, Dorf, 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201, attorney for Petitioner(s).

  
PETER MAX ZIMMERMAN

ADELBERG, RUDOW, DORF & HENDLER, LLC

ATTORNEYS AT LAW

600 Mercantile Bank & Trust Building  
2 Hopkins Plaza  
Baltimore, Maryland 21201-2927

www.adelbergudow.com

S. Leonard Rottman

lrottman@adelbergudow.com

2/26/01  
cg  
wlr

Telephone  
410-539-5195

Facsimile  
410-539-5834

February 23, 2001

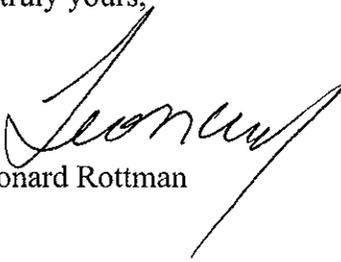
Arnold Jablon, Esquire  
Director  
Baltimore County Department of Permits  
and Development Management  
111 West Chesapeake Avenue  
Towson, Maryland 21204

**Re: Case No.: 01-321-SPH**  
**Beltway Properties II, LLC**  
**Our File No.: 217-701**

Dear Mr. Jablon:

In your Notice of Zoning Hearing of February 21, 2001 concerning the above referred to case, you indicate that the "contract purchaser" of the property is Beltway International, LLC. In fact, Beltway International, LLC is the lessee of the property, not the contract purchaser. If this makes a difference in your records, please note the correction.

Very truly yours,

  
S. Leonard Rottman

SLR/plt

cc: Mr. John A. Saum, Sr.

ADELBERG, RUDOW, DORF & HENDLER, LLC  
ATTORNEYS AT LAW

7/20/01  
wlr  
↓

S. Leonard Rottman

600 Mercantile Bank & Trust Building  
2 Hopkins Plaza  
Baltimore, Maryland 21201-2927

Telephone  
410-539-5195

lrottman@adelbergudow.com

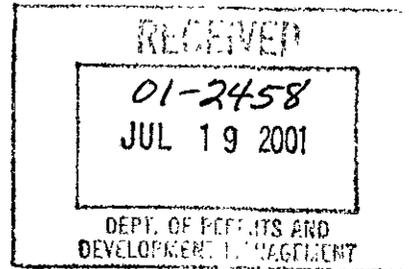
www.adelbergudow.com

Facsimile  
410-539-5834

July 16, 2001

~~01-2458~~ -7-20-01  
01-321-SPH

Mr. Carl Richards  
Zoning Supervisor  
Baltimore County Department of Permits  
& Development Management  
County Office Building  
Room 111, 111 Chesapeake Avenue  
Towson, Maryland 21204



**Re: Beltway Properties II, LLC**  
**Our File No.: 217-701**

Dear Carl:

Pursuant to your request, I have had the plat that was filed with the Petition for Special Hearing to approve the eligibility of 1800 Sulphur Spring Road for grandfathered use as a service garage re-titled to show the plat as a "Grandfather Plan" and to refer to the case number on the plat. Enclosed are two copies of the plat, and another copy of the Findings of Fact and Conclusions of Law passed by Commissioner Schmidt. I understand you will file one copy of the plat with your "grandfather" records and one copy with the general zoning plats so that the record will be complete for future reference.

Thank you again for your usual help and cooperation.

Kindest personal regards.

Sincerely,

A handwritten signature in cursive script that reads "S. Leonard Rottman".

S. Leonard Rottman

SLR/plt

Enclosures:

cc: Mr. John A. Saum, Sr (without encl.)  
Mr. Kenneth J. Colbert (without encl.)



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

*James T. Smith, Jr., County Executive  
Timothy M. Kotroco, Director*

September 21, 2004

Mr. Kenneth J. Colbert, P.E. President  
Colbert, Matz, Rosenfelt, Inc.  
2835 Smith Avenue, Suite G  
Baltimore, Maryland 21209

Re: Beltway International  
1800 Sulphur Spring Road  
Zoning Case Number 01-321-SPH  
13th Election District

Dear Mr. Colbert:

Your letter to Timothy Kotroco, Director of Permits Development Management, has been referred to me for reply. Your request is to extend the service bays of the existing garage building at the rear creating a 2,730 square feet addition as shown on the submitted red-lined site plan. The purpose is to allow the existing service bays to accommodate a greater truck length. The proposed expansion will not increase the capacity of the service building. This proposed extension will be approved as being within the Spirit and Intent of granted zoning case number 01-321-SPH.

I trust that the information set forth in this letter is sufficiently detailed and responsive to the request. If you need further information or have any questions please do not hesitate to contact me at 410-887-3391.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Sullivan, Jr.", written over a white background.

John J. Sullivan, Jr.  
Planner II  
Zoning Review

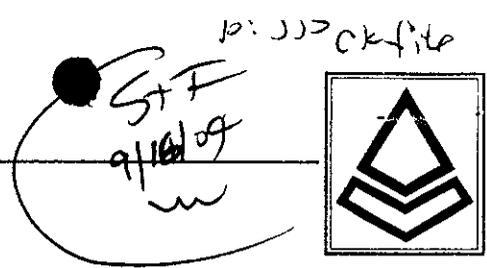
C: Case Number 01-321-SPH  
File

JJS/rjc



# Colbert Matz Rosenfelt, Inc.

Civil Engineers • Surveyors • Planners



September 13, 2004

Mr. Timothy Kotroco  
Department of Permits and  
Development Management  
111 W. Chesapeake Avenue  
Towson, Md. 21204

Re: Spirit and Intent Request  
Beltway International, 1800 Sulphur Spring Road  
Case No. 01-321-SPH  
DRC #090704A

Dear Mr. Kotroco,

The subject property is approximately 4.9 acres in area, zoned ML and located on Sulphur Spring Road between I-95 and Washington Boulevard. It is occupied by a truck service garage.

In Case No. 01-321-SPH, the Zoning Commissioner approved a Special Hearing request to grandfather the use as a service garage which, as such, may be used for the sale, lease and repair of motor vehicles pursuant to Section 103.1, BCZR and Section 103.1.B, Zoning Commissioner's Policy Manual.

The owner wishes to extend the service bays of the existing garage building at the rear, creating a 2,730 square-foot addition. The purpose of the addition is to allow the existing service bays to accommodate a greater truck length which is becoming more common in the industry. The expansion will not increase the capacity of the service building. A copy of zoning site plan from the previous zoning case is enclosed, with the proposed addition outlined in red.

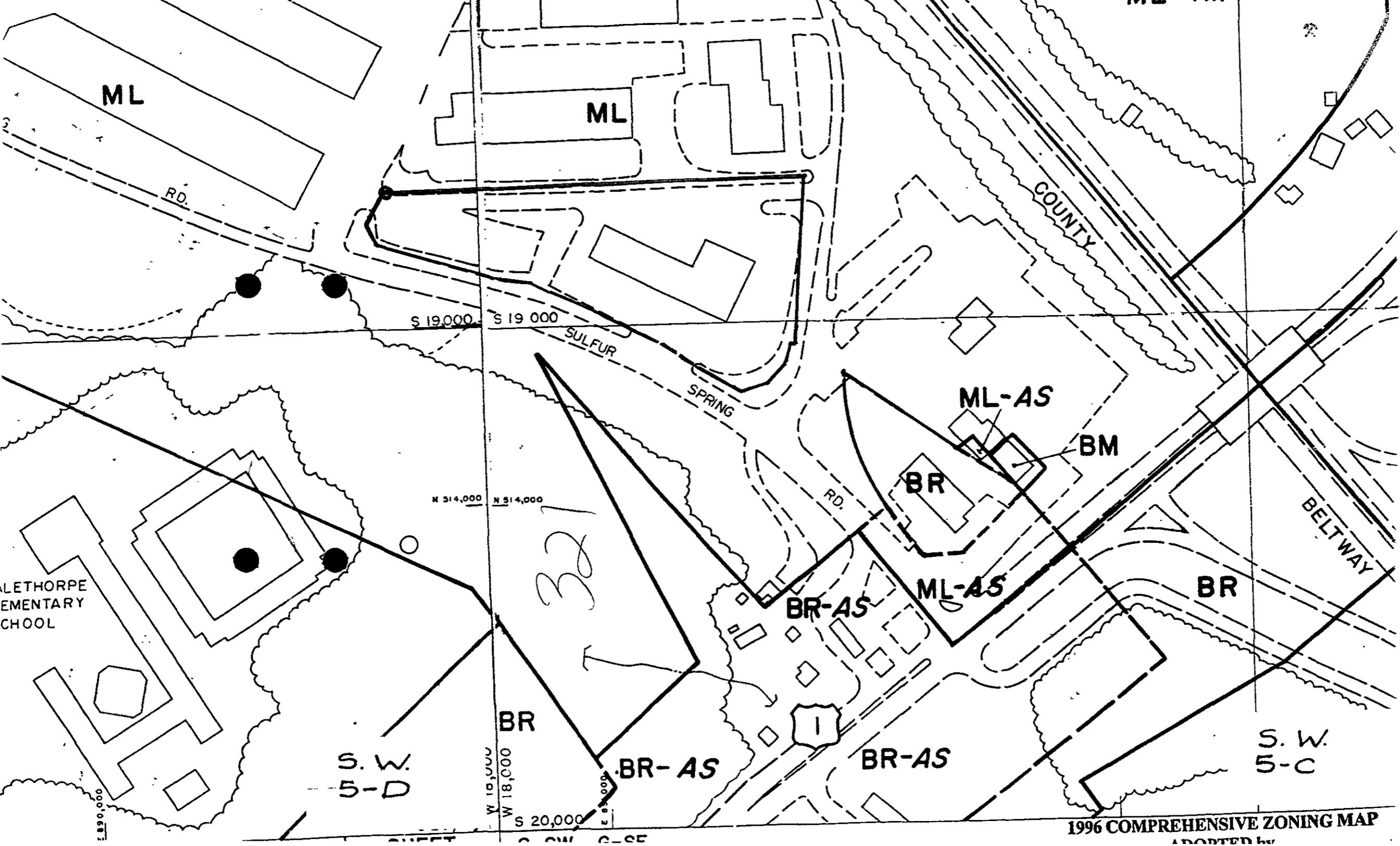
We are requesting that the proposed addition be approved as being within the Spirit and Intent of Zoning Case No. 01-321-SPH. Thank you for your attention to this request.

Yours truly,

A handwritten signature in black ink, appearing to read "K. Colbert".

Kenneth J. Colbert, P.E.  
President  
COLBERT MATZ ROSENFELT, INC.

2000158



ML

ML

RD.

COUNTY

S 19,000 S 19,000

SULFUR SPRING

ML-AS

BM

BR

RD.

N 514,000 N 514,000

BELTWAY

LETHORPE  
ELEMENTARY  
SCHOOL

ML-AS

BR

BR-AS

BR

BR-AS

BR-AS

S.W.  
5-D

S.W.  
5-C

W 18,000  
S 20,000

327

## EXHIBIT LIST

**Exhibit 1** - Letter dated September 30, 1964 from the law firm Hessa & Hessa to International Harvester Company. In this letter, International Harvester Company has received an opinion from counsel that the intended use at the Property (repair and sale of trucks) is permitted as a matter of right in an ML zone.

**Exhibit 2** - Letter dated August 9, 1966 from A.G. Wingard of International Harvester Company to a building engineer. Mr. Wingard explains that he had met with officials of Baltimore County with respect to approval of a building permit and that construction could commence at any time.

**Exhibit 3** - Letter dated May 9, 1969 from George A. Reier, Chief, Bureau of Public Services to International Harvester. This letter evidences that a preliminary development plan to construct the existing building had been submitted by International Harvester to Baltimore County for approval. The letter sets forth plan comments from Baltimore County.

**Exhibit 4** - Letter dated August 14, 1969 from George A. Reier, Chief, Bureau of Public Services to International Harvester setting forth additional plan comments.

**Exhibit 5** - Public Works Agreement dated February 5, 1970 evidencing that International Harvester's plat for development of the Property was approved by Baltimore County in March 1970.

**Exhibit 6** - Building Engineering Services Department Requisition for Material dated May 21, 1971 submitted to the builder, Roy Kirby & Sons, Inc. related to the construction of the building at the Property.

**Exhibit 7** - Application for Permit evidencing that an application for grading and paving at the Property was submitted by Roy Kirby & Sons, Inc. in 1971

**Exhibit 8** - Letter dated November 29, 1972 from Ernest H. Waninger, the Construction Manager for Roy Kirby & Sons, Inc. to International Harvester enclosing architectural, electrical and mechanical drawings related to the building constructed on the Property.

**Exhibit 9** - Letter dated December 11, 1972 from R. W. Friewer, the Project Manager, to Roy Kirby & Sons, Inc., the builder, evidencing that construction of the building at the Property has been completed to the owner's satisfaction.

**Exhibit 10** - Real Estate Lease dated September 15, 1982 between Beltway International Trucks, Inc. and International Harvester Company. Under the paragraph "Use of Premises," it is agreed that the premises may be occupied as a salesroom for trucks.

**Exhibit 11** - Application for Permit evidencing that an application to install an underground diesel storage tank was filed by Beltway International Trucks on August 14, 1984. The Application shows that the existing use of the premises was "offices and garage - new truck sales."

FIRM  
WS

HESSEY & HESSEY  
ATTORNEYS AT LAW  
FIDELITY BUILDING  
BALTIMORE, MARYLAND 21201

JOHN H. HESSEY  
JOHN H. HESSEY, IV  
MAHLON W. HESSEY

10-2

September 30, 1964

Mr. William Sipovic,  
Assistant Real Estate Manager  
International Harvester Company  
180 North Michigan Avenue  
Chicago, Illinois 60601

Baltimore - Work File

WS

Re: Zoning of 6.41 acre tract - Sulphur Spring Road  
Baltimore, Maryland

Dear Mr. Sipovic:

This report deals with the permitted land uses of the above tract, insofar as the Baltimore operations of International Harvester Company are concerned.

The plat exhibited to us shows this property located on the west side of Sulphur Spring Road north of Washington Boulevard in Baltimore County, Maryland. The exact distance north of Washington Boulevard is not designated on the plat, but you have advised us it is some 700 feet north thereof. An examination of the zoning maps of Baltimore County indicates that subject tract is zoned ML (Manufacturing, Light).

It is my understanding that International Harvester Company proposes to use this tract for the sales and service of motor vehicles of all classifications, primarily trucks, including truck trailers.

This use, with one exception, is permitted in an ML zone under the classification of Service Garage. A Service Garage is defined by the Zoning Regulations:

"A garage, other than a residential garage, where motor-driven vehicles are stored, equipped for operation, repaired, or kept for remuneration, hire or sale."

The above permitted uses in an ML zone authorize all of the intended uses of International Harvester Company, with the possible exception of the storage, repair or sale of trailers. We have discussed the interpretation of this definition with the Zoning Commissioner of Baltimore County, who has advised us informally that there probably will be no objection to the storage, sale, or repair of trailers upon this property,

EXHIBIT

tabbles

1

Mr. William Sipovic

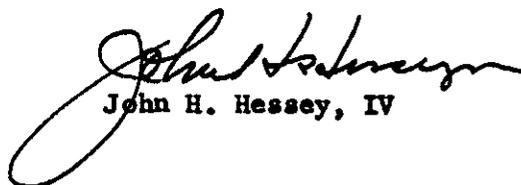
-2-

September 29, 1964

but this official cannot issue a binding interpretation without holding a special hearing on the subject, after advertisement, and then rendering his official interpretation after presentation of evidence. Such an interpretation would, of course, be binding if no interested individual took an appeal within thirty days from the date thereof.

With regard to the issuance of a building permit, however, there is no reason why the Baltimore County officials will not permit you to erect a structure of the type now contemplated on the premises. The only problem which could arise, and this we feel is extremely remote, is that the use of the premises and the building thereon erected, may be limited as to the repair and/or sale of trailers.

Very truly yours,



John H. Hessey, IV

JHHIV/el

Exhibit B

# INTERNATIONAL HARVESTER COMPANY

## MOTOR TRUCKS

BALTIMORE DISTRICT OFFICE  
920 EAST 25TH STREET • BALTIMORE, MARYLAND 21218

TELEPHONE—AREA CODE 301  
235-8150

ADDRESS REPLY TO  
P. O. BOX 1416  
BALTIMORE, MARYLAND 21203

August 9, 1966

Mr. J. L. McDonald  
Building Engineering Services - 21

Today, I had a meeting with the Officials of Baltimore County in respect to approval of a building permit on our property at Sulphur Spring Road. Attending this meeting were Officials of the Health Department, Baltimore County Planning Division and the Baltimore County Engineering Department. It is my opinion that we can build on this property at any time we desire, provided we meet the demands of the various department.

Going back to our original meeting with Mr. Jerome Wolf and our findings at this particular time, it seems we have a continuation from this point because not all phases were touched.

In today's meeting, the case of John Deere was brought to my attention when it was necessary for the County Manager, Mr. Spiro T. Agnew, and Head of Baltimore County Division, Mr. H. B. Staab, to personally make a trip to the John Deere home office in Moline, Illinois. In this meeting, Mr. Jerome Wolf was appointed Development Engineer for the John Deere project and from that point on they experienced no further problems. The services of Mr. Wolf were offered to me as of this date, in this same capacity.

I know how extremely busy you are in meeting your assignments and commitments. I am, however, requesting that you plan to visit Baltimore at an early date, at which time we can further explore the thinking of Baltimore Officials who are involved in our planning.



A. G. Wingard

hw

cc: Mr. E. A. Guiney - 20

EXHIBIT

tabbles  
2

# Baltimore County Department Of Public Works

COUNTY OFFICE BUILDING

TOWSON, MARYLAND 21204

Bureau of Public Services

GEORGE A. ROEHR, P.E.  
CHIEF

May 9, 1969

International Harvester Co.  
401 North Michigan Avenue  
Chicago, Illinois 60611

c/o Daryl B. Oldaker

Re: Comm. Prel. Plan  
International Harvester Co.  
N/S Reloc. Sulphur Spring Rd.  
@ W/S Exist. Sulphur Spring Rd.  
District 13

Gentlemen:

The preliminary plan for the proposed building has been reviewed and the comments are as follows:

OFFICE OF PLANNING COMMENTS:

1. The comments of the State Roads Commission must be complied with.
2. The proposed parking spaces must be shown.
3. The correct width of proposed paving must be shown on both roads.

BUREAU OF ENGINEERING- Highway Comments:

This property has frontage on existing Sulphur Spring Road, Relocated Sulphur Spring Road, and Service Road A, each of which is a State Road.

This site will be subject to State Roads Commission review and all street improvements and entrance locations on these roads will be subject to State Roads Commission requirements.

Storm Drain Comments:

The Developer must provide necessary drainage facilities (temporary or otherwise) to prevent creating any nuisances or damages to adjacent properties, especially by the concentration of surface waters. Correction of any problem which may result, due to improper grading or other drainage facilities, would be the full responsibility of the Developer.

Drainage requirements as they affect the State Roads come under the jurisdiction of the Maryland State Roads Commission.

Water Comments:

Permission to obtain a metered connection from the existing 16-inch water main in existing Sulphur Spring Road may be obtained from the Department of Permits and Licenses.

RECEIVED  
NOV 11 1969  
H. P. ROEHR

Post-it* Fax Note	7671	Date	10/12	# of pages	22
To	Jack Saum Sr.	From	Mark Luginbill		
Co./Dept.		Co.	Navistar		
Phone #		Phone #	312-836-2075		
Fax #		Fax #			



Water Comments: (Contd.)

The Developer is entirely responsible for the construction, and the cost of the construction and maintenance of his onsite water service system.

Applications for plumbing permits filed prior to July 1, 1969 will be subject to an Area Connection Charge 1-W, \$170.00 per equivalent dwelling unit. Following July 1, 1969 any application received will be subject to the alternate System Connection Charge in accordance with the schedule of rates in effect since January 9, 1969.

The total Water Area Connection Charge is determined, and payable, upon application for the Plumbing Permit. This Charge is in addition to the normal front foot assessment and permit charges.

Sanitary Sewer Comments:

It would appear that public sanitary sewerage can be made available to serve this property, as proposed by the Developer, by constructing a public sanitary sewer extension, approximately 1,700 feet in length, from the existing 8-inch public sanitary sewer in Sulphur Spring Road southeast of the Baltimore Beltway - Washington Boulevard interchange.

The Developer is responsible for any deficit to be incurred by the construction, under County contract and inspection, of the public sanitary sewerage required to serve this property. He is responsible for the preparation and cost of construction drawings and right-of-way plats required.

The Developer is entirely responsible for the construction, and the cost of the construction and maintenance, of his onsite private sanitary sewerage, which must conform with the Baltimore County Plumbing Code.

Washington Boulevard, the Baltimore Beltway and Sulphur Spring Road are State Roads; therefore, any construction within the State Roads right-of-way will be subject to the standards, specifications and approval of the State Roads Commission of Maryland, in addition to those of Baltimore County.

The subject extension is proposed from facilities in sewer area 35 A-S and is subject to an Area Connection Charge of \$300.00 per equivalent dwelling unit.

Since January 9, 1969 the alternate System Connection Charge has been in effect. Where properties have been submitted for comment prior to July 1, 1969 and a Public Works Agreement executed prior to December 31, 1969 the Developer may elect either the Area Connection Charge or System Connection Charge.

This Charge will be applicable at the time of connection to ultimate future public sanitary sewerage, and is in addition to the normal front foot assessment and permit

A sanitary sewer capacity study and service area will be submitted to the Sanitary Sewer Design Group for review. Comments will be forwarded.

Sediment Control Comments:

Development of this property through stripping, grading and stabilization could result in sediment pollution problems, damaging private and public holdings downstream of the property. A grading permit is, therefore, necessary for all grading including the stripping of top soil.

International Harvester  
Page 3

Sediment Control Comments: (Contd.)

Grading studies and sediment control drawings must be submitted and approved prior to the issuance of any grading or building permits.

\* \* \* \* \*

A Public Works Agreement must be executed by the owner and Baltimore County for the above mentioned improvements, prior to the issuance of grading or building permits.

STATE ROADS COMMISSION COMMENTS:

There is poor stopping sight distance at the proposed entrance on existing Sulphur Spring Road, due to the sharp horizontal curve to the north. Therefore, the entrance must be located to the south, as indicated in Red on the attached plan. The plan must indicate the dimension of the width of the entrances and the radius of the returns into the entrances.

The frontage of the site on relocated Sulphur Spring Road and along the spur into existing Sulphur Spring Road must be curbed with 18" x 22" concrete curb. The roadside face of curb is to be 24' from and parallel to the centerline of the road. The right-of-way line of relocated and existing Sulphur Spring Road, or the perimeter of the parking area must also be curbed.

The entrances and the area between the traveled way of relocated Sulphur Spring Road and the traveled way of the spur, to the roadside curb must be paved with Bituminous concrete.

A Type "S" combination inlet must be constructed at the 30" drain under relocated Sulphur Spring Road. The ditch fronting the site on relocated Sulphur Spring Road must be closed with a 30" drain, as indicated in Red on the attached plan. The plan indicates a proposed drainage swale along the north property line that is to connect with the existing roadside ditch along existing Sulphur Spring Road. The roadside ditch in this area must be paved with concrete to prevent scouring of the ditch.

Relocated Sulphur Spring Road in the vicinity of the proposed entrance is in a super-elevated section, therefore, no storm water may enter the road from the entrances. A grading plan must be submitted to determine the necessity of additional inlets.

It is requested that any applied for permits be held in abeyance until such time as the plan is revised in accordance with the foregoing comments, a satisfactory grading plan is submitted, and application for entrance permit along with performance bond to guarantee construction of curbing, paving and storm drain structures is submitted to the State Roads Commission.

OFFICE OF THE FIRE CHIEF COMMENTS:

This site requires public fire hydrants in addition to the existing fire hydrant on Sulphur Spring Road just north of the property.

BUREAU OF TRAFFIC ENGINEERING COMMENTS:

The site plan and internal circulation appear to be satisfactory. All entrances are subject to the State Roads Commission approval and comment.

Very truly yours,  
*George A. Reier*  
George A. Reier, Chief  
Bureau of Public Services

GAR:JAW:tas

cc: James Petrica & Assoc., Inc.  
Attn: William Shenk

McDonough, Gross, PWA File, Prel. File

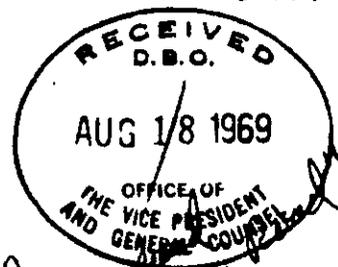
Baltimore County Department Of Public Works

COUNTY OFFICE BUILDING

TOWSON, MARYLAND 21204

Bureau of Public Services

GEORGE A. REIER, P.E.  
CHIEF



August 14, 1969

F  
2060 112  
RE owned  
Baltimore Maryland  
+ Sulphur Spring Rd

International Harvester Co.  
401 North Michigan Avenue  
Chicago, Illinois 60611

c/o Daryl B. Oldaker

Re: Comm. Prel. Plan.  
International Harvester Co.  
N/S Reloc. Sulphur Spring Rd.  
@ W/S Exist. Sulphur Spring Rd.  
District 13

Gentlemen:

In addition to comments dated May 9, 1969, this Bureau wishes to convey the following:

OFFICE OF PLANNING COMMENTS:

The Office of Planning has reviewed the revised preliminary plan. However, when applying for a building permit, the plans must conform to State Roads Commission comments.

STATE ROADS COMMISSION COMMENTS:

The subject plan revised July 11, 1969 indicates entrance channalization and storm drain structures that are generally acceptable to the State Roads Commission. However, the proposed paving and the dimension of the radius return at the corner and tangent section of curb on the existing road must be noted on the plan.

It is requested that any application for entrance permit is made to the State Roads Commission and bond is posted guaranteeing construction of curbing, paving and storm drain structures.

FIRE PROTECTION ENGINEER COMMENTS:

Fire Hydrants shall be installed on the "Relocated Sulphur Spring Road" side of the property. Fire Hydrants shall be at 300 feet intervals as per the Baltimore County Design Manual for Public water mains. A new Main is planned for this area. (See Dwg. No. 68-0258). Site Engineer shall coordinate fire hydrant installation with Department of Public Works' Contractor.

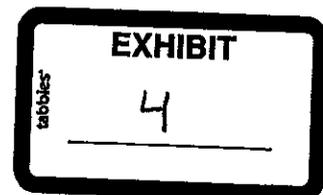
Very truly yours,

George A. Reier, Chief  
Bureau of Public Services

GAR:JAM:tas

cc: James Petrica & Assoc., Inc.  
Attn: William Sheak

J. Meyers (S.R.C.)  
Prel. File



Form DPW 1  
Revised 3-15-57  
Revised 9-1-60  
Revised 1-15-63

Developer

RE 2238

Application No. DPW 136904

**PUBLIC WORKS AGREEMENT**  
**BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS**  
**BUREAU OF LAND DEVELOPMENT**

**Application for Plat Approval:**

1. I/We International Harvester Company  
hereinafter referred to as the "Developer", respectfully request Baltimore County, Maryland, hereinafter referred to as "County", through its Department of Public Works, to approve a plat for development or improvement of the (  ) property, ( ) subdivision, known as International Harvester Company District 13-C1 on land owned by the Developer.

2. Type of Proposed Development: (Check)  
( ) Cottage ( ) Semi-Detached ( ) Group ( ) Apartment (  ) **Commercial**

3. List Name of Roads or Streets:

(1) Sulphur Spring Road  
From Sulphur Spring Rd. relocated To North Property Line  
Length 520'±

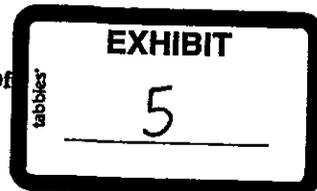
(2) Sulphur Spring Road relocated  
From Sulphur Spring Road To Service Road "A"  
Length 900'±

(3) Service Road "A"  
From Sulphur Spring Rd. relocated To North Property Line  
Length 100'±

(4) \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_  
Length \_\_\_\_\_

(5) \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_  
Length \_\_\_\_\_

(6) \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_  
Length \_\_\_\_\_



4. Whereas, the Developer, as a condition precedent to the approval of said plat, covenants and agrees with Baltimore County to provide water pipes, sanitary sewers, storm drains, streets, and other public facilities, in the manner hereinafter set forth.
5. The Developer respectfully requests the County to construct or cause to be constructed within the (  ) property, (  ) subdivision, known as International Harvester Company the following public facilities and subdivision improvements deemed by the County to be necessary and appropriate in the public interest, namely: (Check) (  ) water mains, (  ) water services, (  ) sanitary sewer mains, (  ) sanitary sewer connections, (  ) storm drains, (  ) streets or roads, (  ) bridges, (  ) sewage pumping station, (  ) sewage treatment plants, (  ) Fire Hydrant  
All in accordance with County Standards of design and construction, and County regulations set forth in Policy Manual.
6. **Grading of Rights-of-Way:**  
The Developer agrees to complete the grading of the roads or streets to the established subgrade for the full width of the Right of Way prior to the notifying of the contractors by the County to proceed with the improvements; this grading to include slope easements and to be done at the Developer's entire cost and expense. Before installation of utilities, the Developer also agrees to regrade existing roads and streets to meet the official street grades established by the County, to grade widening strips on existing roads within or adjacent to the development, and all alleys and rights of way in which any utilities are to be located to final grade and in the event that this grading involves the placing of fill, the fill shall be free of all trash and shall be thoroughly compacted. The Right of Way for utilities shall be cleared of trees, brush and debris by the Developer. The Developer agrees to notify the Department of Public Works when the grading has been completed, and this grading must be approved by the Department of Public Works before any contract is awarded.
7. The Developer further agrees to cut back the ground and/or trees in conjunction with grading of the right of way to the extent deemed necessary by the Director of Public Works to provide adequate sight distance at intersections of streets at which a traffic hazard may be indicated because of limited visibility.
8. **Subgrade of Streets:**  
The Developer further agrees to construct such subgrade reinforcement or additional drainage structures that may be necessary due to soft spots or areas which develop during or after the construction of utilities and which require subgrade reinforcement or drainage structures before street paving can be accomplished.
9. In the event that the Developer fails to carry out such subgrade reinforcement or drainage construction after proper notice by the Director of Public Works, the Director of Public Works is herewith authorized to order such work done by the Road Contractor as a part of the street construction with payment being made by the Developer on completion of the improvements.
10. **Sidewalks and Alleys:**  
The Developer further agrees to construct sidewalks on all streets where curbs and gutters are required, and alleys where they are required in accordance with approved plans and specifications. This work shall be done at the Developer's entire expense under County inspection.
11. **Paving Schedules:**  
No work on road contracts will be permitted between December 15th and March 15th unless the Developer accepts full responsibility for the work. In the event that the Developer wishes to proceed with paving during this period, the Developer agrees to deposit with the County an amount deemed sufficient by the Department of Public Works to cover any damages due to weather. Prior to paving of streets, flood control strips and easements will be cleared, properly graded and stabilized.
12. **Retaining Walls:**  
Where retaining walls are required by the Department of Public Works along streets, alleys or rights of way, plans and specifications for construction and grading must be approved by the Department of Public Works. No cinder block or concrete block retaining walls will be permitted. The cost shall be borne by the Developer.
13. The Developer further agrees to grade the land in such a way that it will prevent pocketing of storm water and will prevent storm water from concentrating on or causing a nuisance to other properties. Building elevations will be set above 50 year flood level or hurricane tide elevation and with proper regards for Drainage, Sewer and Street grade requirements. The 50 year flood plain or hurricane tide elevation, if any, shall be platted and subject to approval by the Director of Public Works before any Building Permits will be issued within the development.
14. **Springs:**  
If springs exist where ground water reaches the surface of the ground in this subdivision, the Developer agrees to direct the water from such springs through approved piping to the storm drainage system at the Developer's entire cost.
15. **Trees:**  
No planting of trees will be allowed within the dedicated street width.
16. **Storm Drainage:**  
A lump sum charge for storm drainage at rates in effect the date of this Agreement as set by the County shall be paid by the Developer to the County. Storm drainage will then be installed by the County in an amount not to exceed two thirds of the total paving cost. This drainage shall include all pipes up to and including 24" in diameter; and up to and including 48" if pipes over 24" are deemed necessary by the County. The lump sum charge shall not be applicable for subdivisions qualifying as R-40 or larger residential zones, or for R. A., Commercial and Industrial; such subdivisions will require payment by the Developer to the County of the actual cost of storm drainage carried to an acceptable outlet. For further details of Storm Drainage Policy refer to Policy Manual.
17. When the 50 year flood plain area or hurricane tide elevation is platted and approved, the Developer agrees to deed in fee to the County, without charge, any land lying within the flood plain area or hurricane tide elevation upon request. All improvements to the flood plain area or hurricane tide elevation area shall be the Developer's responsibility.
18. In the event that bridges, culverts or street-crossing pipes (over 48" in diameter) are required, the Developer agrees to furnish plans and to contribute one-half of the cost of the pipe, bridge or culvert. Street-crossing pipes 48" in diameter and under will be considered a part of the street paving system. If the bridge width required by the County is greater than that needed to serve the development as determined by County Policy, the additional width will be paid for by the County. This paragraph refers to bridge or culvert structures only and not to the approaches. Approaches to the bridge are considered to be the Developer's responsibility, as well as the placing of fill and paving over the bridge or culvert.

19. **Paving Costs:**

The Developer shall assume the full cost of street paving, curbs and gutters in this development for the standard pavement width for this type of Development, and the cost of one-half of a standard street section on all existing roads abutting the property. The County will assume the cost of any additional pavement width required by the Department of Public Works which is deemed necessary for facilitating traffic movement.

20. Where roads or streets about flood control strips or other areas set aside by the Developer without charge to the County for recreation and park purposes, the Developer shall pay for curbs and gutters on his side of the street only and for a pavement width of 24 feet from the face of the curb. Curbs and gutters on the opposite side of the street and any extra width of street pavement shall be paid for by the County.

21. **Responsibility For Water And Sewer Installations:**

The Developer further agrees to be responsible for the protection of meter vaults and piping and to keep the vaults at the grade set by the Department of Public Works. The Developer also agrees to be responsible for the protection of manholes, inlets, etc. If any vaults are knocked out of place, the Developer will pay to reset them. If any piping, manholes, inlets, etc. are damaged, the Developer will pay for replacing same.

22. Sanitary sewer house connections and water services will be installed by the Utility Contractor. Sanitary sewer house connections will be installed to the property line. Where the sidewalk is adjacent to the property line, water meters will be placed between the curb and sidewalk. Where the sidewalk is adjacent to the curb, the water meter will be placed between the property line and the sidewalk.

23. This development lies in Water Area No. 1-W and/or Sewer Area No. 35A-S. The Developer agrees to pay the applicable water and sewer Area Connection Charges per housing unit or equivalent housing units in the development.

24. If for any reason revisions to this work are required after bids are received or construction started, such revisions to plans will be made by the Developer's Engineer; and if the contractor is required to suspend operations due to these revisions, the Developer will be financially responsible for time lost by the contractor.

25. **Financial Arrangements:**

After bids for the utilities have been received and accepted as satisfactory by the County and the undersigned, the Developer will deposit with the County, in cash, or certified check, an amount equal to the aggregate cost of the proposed work plus overhead charges as established by the Office of Finance at the time of awarding of contract.

26. The amount of this deposit will be based on the following formula:

- (A) Estimated principal deficit for water main extensions (if any).
- (B) Estimated principal deficit for sanitary sewers (if any).
- (C) Cost of water services.
- (D) Cost of sanitary sewer house connections.
- (E) Estimated cost of curbs and gutters and street paving. This estimate shall include a contingent item of 10%.
- (F) Assessment or cost of storm drainage as determined by the above Paragraph 16.
- (G) Water and/or sewer Area Connection Charges, if any.

If UNFORESEEN CONSTRUCTION CONDITIONS arise during the period of construction which result in added costs, the Developer agrees to pay such added cost when notified by the Director of Public Works.

The County, at the Developer's written request, will include a penalty-bonus clause in the contracts for the construction of improvements listed in Item 5. If such clause is included, the Developer agrees to pay the bonus if it is earned and the County agrees to pay the Developer the collected penalty if it is imposed.

27. Any encumbered County funds not used during one year from the date of this Agreement, or in the first contract for improvements under this Agreement, whichever is less, will become unencumbered, and construction of roads, bridges, drains and utilities in the development thereafter must await availability of County funds at that time.

28. Estimates for this Agreement have been prepared according to the policies in effect at the date of this Agreement. If construction of improvements has not been placed under contract within two years of the date of this Agreement, the Agreement will be subject to any new policy change.

29. **Engineering:**

It is understood that the cost of design and preparation of construction drawings (including storm drainage), title examinations, easement plats and deeds, will be borne by the Developer and these drawings will be prepared by our Engineer and presented to the Department for criticism, revision and final approval. When this preliminary engineering work is handled on this basis, overhead charges by the County will include checking plans, preparing estimates, advertising and award of contracts, determining and processing assessments, and field inspection and supervision.

30. The Developer agrees, to convey a fee simple deed to the beds of the streets and alleys upon completion of the paving; to convey all easements for sewer, water and storm drains; and to convey a fee simple deed for storm drain flood control strips upon completion of channel and/or drainage reservation improvements.

31. **Final Costs:**

If the actual financial deficits on water main and sanitary sewer extensions and the actual cost of street paving, all as determined by final costs, should exceed the deposits, the Developer agrees to pay such additional costs on receipt of a bill from the County, and if final costs are less than the deposits, adjustments will be made by the County to the Developer.

32. **Building Permits:**

Building permits will not be released until this Agreement has been completed, and plat has been recorded and made a part hereof.

33. **Legality:**

Upon acceptance and approval of this Agreement by Baltimore County, this Public Works Agreement shall be considered to be legally executed and binding upon the parties hereto, their successors, personal representatives, heirs and assigns, and if the conditions of this Public Works Agreement are violated, the County may pursue the remedies set forth in Section 23-39 (d) of Bill No. 80, Legislative Session 1960 of the County Council of Baltimore County.

34. **Remarks:**

**This development shall be subject to the Water Distribution Charge at time of meter application as per County policy.**

**All subdivisions must comply with State regulations for underground electrical distribution and telephone services.**

**Owner agrees to construct concrete sidewalks and curbs and gutters on all streets and alleys in accordance with plans and specifications approved by the Department of Public Works and at the developer's entire expense. Entrances to be built under State Roads Permit.**

Owner shall be responsible for sidewalk construction at such time as it is deemed necessary by the Department of Public Works. Entrances to be built under State Roads Permit

FEB 5 1970

INTERNATIONAL HARVESTER COMPANY

35. Date

Signed R. R. McElroy (SEAL) PR R

Witness Ronald L. Beres

VICE PRESIDENT  
Address 401 No. Michigan Ave  
Chicago, Ill 60611

Received by the Bureau of Land Development 9/16/ 19 69

Survey made and plans prepared by James Patrica & Assoc., Inc.

Preliminary plat approved \_\_\_\_\_ 19\_\_\_\_

36. ESTIMATED COST OF CONSTRUCTION

(Based on Preliminary Plans and subject to change when final plans are approved and bids are received thereon)

	Estimated Cost	Required Deposit
<b>Sewers and Water</b>		
A. Sanitary Sewer Mains <u>1,730 L.F.</u> (Job Order No. <u>1-1-2841</u> )	<u>86,200</u>	<u>82,645</u> (Deficit)
B. Sanitary Sewer House Connections _____ Each	<u>To be applied for separately</u>	
C. Water Mains _____ L.F.	<u>Existing</u> (Deficit)	
(Job Order No. <u>3-70-35</u> ) <b>1 Fire Hydrant</b>	<u>1,500</u>	<u>1,500</u>
D. Water Services _____ Each	<u>To be applied for separately</u>	
E. <del>Area Connection or System Connection Charge</del> <u>to be determined and paid at time of plumbing permit application</u>		
F. Total Metropolitan District Cost	<u>87,700 *</u>	<u>84,145</u>
<b>Storm Drains (Job Order No. _____)</b>		
G. Storm Drain Pipes _____ L.F.	<u>State Road Permit</u>	
H. _____		
I. Storm Drain Inlets _____ Each		
J. _____		
K. Developer's Storm Drain Cost _____		
L. Total Storm Drain Cost _____		
<b>Streets (Job Order No. _____)</b>		
M. Concrete Curb and Gutter _____ L.F.	<u>State Roads</u>	
N. Macadam Pavement _____ S.Y.		
O. _____		
P. Contingencies _____ %		
Q. Engineering and Inspection _____ %		
R. First Year's Maintenance _____ %		
S. Total Paving Cost _____ %		
T. GRAND TOTAL	<u>87,700</u>	<u>84,145</u>

Quantity Estimates Prepared By James Patrica & Assoc., Inc. Costs By W. Robertson 10/16/69

37. Approved For Sufficiency of County Funds:

Roads, Bridges Drains, Etc.	By This Agreement	\$ _____
Water and Sewer		\$ <u>87,700</u>

38. Recommended For Approval And Authority To Advertise For Bids

APPROVED

By George C. Davis 3-18-70 BALTIMORE COUNTY EXECUTIVE BOARD  
Division of Land Development Date

By Walter B. Robinson 3/24  
Office of Finance Date

By Walter James Jones 3/30 Approved: \_\_\_\_\_  
Office of Law Date for County Executive 3/19

By Albert B. Bollenbach 3-19-70  
Director of Public Works Date

BUILDING ENGINEERING SERVICES DEPARTMENT  
REQUISITION FOR MATERIAL

V-1470

Roy Kirby & Sons, Inc., Builders  
2511 North Charles Street  
Baltimore, Maryland 21218

X Motor Truck Branch  
Sulpher Spring Road  
Baltimore, Maryland  
\$493,333.00

Post-it® Fax Note	7671	Date	10/16/00	# of pages	2
To	Walter Stone	From	Mark Luginbill		
Co./Dept.		Co.			
Phone #		Phone #	312-836-2075		
Fax #		Fax #			

The landscaping of the site shall be under separate contract.

Fencing of the site shall be under separate contract.

The security lighting of the site shall be under separate contract.

The finished facility shall comply with all local, state and national building codes.

A contractor, upon completion of the work, shall leave the premises clean and free from all debris, ready for its immediate use.

The total contract shall be \$493,333.00.

The supplementary bid items under the specifications, Division 60, shall be firm in the amount of \$19,200.00 which shall include items 1) Weaver hoist, 2) Steam cleaner, 3) Air compressor piping, 4) Waste oil system, 5) Monoxide exhaust system, 6) Dip tank, 7) Jib crane foundation, 8) Mechanics parts counter.

The above supplemental bid items shall be under a separate contract.

- cc: Mr. J. E. Rehm - 21
- Mr. R. F. Bailey - 21
- Mr. J. B. Murphy - 20
- Mr. C. F. Walsh - Baltimore MT
- Mr. V. D. Lyman - 20
- Mr. F. J. Rugg - 23
- File



J. E. Pehm

R. W. Friewer

5/21/71

BUILDING ENGINEERING SERVICES DEPARTMENT  
REQUISITION FOR MATERIAL

V-1470

*J. M. [redacted]*

Roy Kirby & Sons, Inc., Builders

2511 North Charles Street

Baltimore, Maryland 21218

X Motor Truck Branch *Sub*  
Sulpher Spring Road  
Baltimore, Maryland

HCD-15 \$493,333.00

Sp1. Approp. 5755-517

R. F. Bailey - 21st floor  
5 (5 cc's of invoice)

TREASURY DEPARTMENT  
MAY 25 1971  
REAL ESTATE

New Motor Truck Branch Building

Please place an order with the above contractor to design, engineer, and construct a new sales and service building on a company owned site at Sulpher Spring Road and Ramp E on the Baltimore County Beltway, per their proposal of May 18, 1971, and including the supplemental bid items as listed under division #60.

The contractor is to prepare construction drawings and specifications which are to be approved by this department and obtain all required building permits.

The design shall be in accord with our drawing numbers A1, 2, 3, and 4 of 4, 1 of 1 SK-866, M1, E1, P1 and 1 of 1 SK-902 and specifications dated April 12, 1971.

All materials and methods of construction shall conform to the general conditions in these specifications. The design of this "Mitchell Engineering Company" pre-engineered structure, concrete floor, aprons and decorative brickwork shall have all of the site blacktopped as shown on drawing A1 of 4.

The entire site is to be stripped of all vegetation in preparation for construction, fill, and installation of blacktopping.



Roy Kirby and Sons

INCORPORATED  
BUILDERS



November 29, 1972

Mr. Roger W. Friewer  
International Harvester Company  
401 North Michigan Avenue  
Chicago, Illinois 60611

*File*

*Harry → Dave*  
*Send a sepia of plot plan for their use*

Re: INTERNATIONAL HARVESTER COMPANY  
Sulphur Spring Road  
Baltimore, Maryland  
Our Job No. 1026

Dear Mr. Friewer:

Enclosed please find the architectural, electrical and mechanical "AS BUILT" drawings for the Motor Truck Branch on Sulphur Spring Road, in Baltimore, Maryland.

Since you furnished the original site plans, and I assume you have the original tracing, please forward a sepia of same, and we will have our architect add the various site changes that have been made, and we will then return copies to you.

If you have any questions or desire any additional information, please feel free to call upon me. Thank you for your cooperation in this matter.

Very truly yours,

ROY KIRBY AND SONS, INC.

*E. W. Waringer*

Ernest H. Waringer  
Manager of Construction

EHW:sak  
Enclosures

EXHIBIT

8

tabbles

December 11, 1972

Kirby & Sons, Inc. - Builders  
2513 North Charles Street  
Baltimore, Maryland 21218

Attention: Mr. Roy Kirby, Sr.  
President

Re: New Truck Sales & Service Facility  
Sulphur Spring Road  
Baltimore, Maryland

Gentlemen:

We wish to thank you and your organization for your fine work in completing our specifications for the design, preparations of drawings and the construction of the subject facility.

The final building and installation of internal equipment including hoists, monoxide system, etc., in addition to special attention that was given to the detail work required expertise of your key personnel which was reflected in the quality of the finished facility.

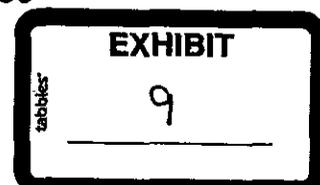
Another item that was most satisfying was the on site supervision. We were impressed with the capable and consistent cooperative effort of this personnel to effect requested revisions and preparations of areas for our occupancy prior to the project completion, to assist us in a smooth move into the finished facility.

Your organization shall remain on our preferred building contractor list and we look forward to future projects with the Kirby & Sons, Inc. - Builders.

Yours very truly,

R. W. Friewer  
Project Manager  
Truck Sales & Service  
Facilities

dw  
cc: Mr. K. C. Silgen, Manager  
Building Engineering Services



REAL ESTATE LEASE

Doc  
2238

This indenture of lease, executed this 15th day of September, 1982, by and between BELT WAY INTERNATIONAL TRUCKS, INC., hereinafter designated as "Lessee," and INTERNATIONAL HARVESTER COMPANY, a Delaware corporation, with general offices at 401 North Michigan Avenue, Chicago, Illinois 60611, hereinafter designated as "Lessor,"

WITNESSETH:

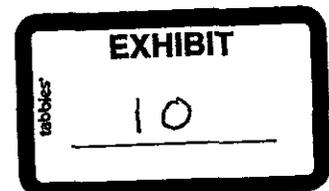
1. Premises and Term - Lessor, in consideration of the rents agreed to be paid by Lessee as hereinafter specified, and the covenants of Lessee hereinafter contained, does hereby lease unto Lessee the premises situated, lying, and being in the City of Baltimore, State of Maryland, known as 1800 Sulphur Spring Road, said premises being more fully described in Exhibit A which is attached hereto and hereby expressly made a part hereof, for a term commencing October 1, 1982, and terminating on October 31, 1992.

2. Rent - Lessee hereby agrees to pay Lessor for said premises during said term an annual rental of NINETY-SIX THOUSAND AND NO/100 DOLLARS (\$96,000.00) payable in installments of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) payable in advance on the first day of each and every month during the term of this lease.

3. Use of Premises - It is agreed that said premises may be occupied by Lessee as a salesroom, service station and warehouse for agricultural implements, tractors, trucks, gasoline engines and kindred lines; and Lessor hereby grants to the Lessee permission to have and to use gasoline and other inflammable oils on said premises for operating tractors, trucks, gasoline engines or other motors, and for any other lawful purpose.

4. Taxes - Lessee agrees to pay all taxes and special assessments which may be levied against said premises.

5. Repairs and Use - Lessee agrees during the life of this Lease to keep the premises in good repair and deliver to Lessor physical possession of the premises upon the termination of this Lease or any extension thereof, in good condition, ordinary wear and tear excepted. Lessee, at the termination of the term, may remove all trade fixtures and additions or installations installed by Lessee, provided Lessee



repairs any damage caused by removal thereof. If Lessee does not remove such fixtures, additions, installations or alterations within sixty (60) days after the end of the term, the same shall be conclusively deemed to have been abandoned to Lessor, and Lessee shall have no further rights or obligations relating thereto. Lessee covenants and agrees that it will not permit any unlawful occupation, business or trade to be conducted on the premises. Lessee is granted the right to occupy and use the leased premises for any lawful purpose. Lessee covenants and agrees that it will comply with all laws, ordinances, regulations and orders of public authorities with respect thereto, including, without limitation, requirements as to structural changes, and with all deed restrictions, covenants, conditions and agreements affecting the premises; and that it will indemnify and hold Lessor harmless from the consequences of any violation of such laws, ordinances, regulations, orders, deed restrictions, covenants or agreements. Lessee shall have the right to contest the validity of any such laws, ordinances, regulations, restrictions, orders, covenants or agreements, upon notifying Lessor thereof, provided that any such contest will not subject Lessor to criminal penalties. Lessor shall, at all reasonable times during business hours, have access to the premises for the purposes of inspection.

6. "Net" Lease - This Lease is a "net" lease and Lessor shall not be required to make any expenditures whatsoever in connection with this Lease or to make any repairs to or maintain the premises in any way during the term hereof.

8. Insurance - Lessee agrees during the term of this lease, including any extended term, at its own cost and expense, to keep the improvements on the leased premises insured to the extent of the full replacement cost thereof, exclusive of

of

foundations, against damage caused by fire and against other risks covered by standard extended coverage endorsement. Lessee shall be required to issue evidence of said insurance to the Lessor or other parties of interest. The proceeds in payment of any loss shall be payable to International Harvester Company as its interests may appear.

9. Quiet Enjoyment - Lessor agrees to put Lessee in possession of said premises at the commencement of the term and agrees that Lessee upon paying the rent reserved and performing the covenants and conditions hereof, shall peaceably and quietly have, hold and enjoy said premises and all appurtenances thereof during the full term without any interruption of Lessor or anyone claiming by, through or under Lessor.

10. Approaches - Exits, Etc. - Lessor agrees that all entrances, exits, approaches and means of entrance and approach, and all light and air now enjoyed by said premises, shall be and remain intact and uninterrupted by any act of Lessor during the term of this lease, and that Lessee at all times shall have unobstructed ingress and egress between each of the entrances to the premises and a public street, highway or alley.

11. Taking for Public Use - Lessor agrees that if said premises, shall be taken by any Government or Governmental authority by eminent domain proceedings or otherwise, for any purpose whatsoever, so as to be unfit for Lessee's continued use. Lessee shall have the right to terminate this lease at the end of any rental month by serving upon Lessor not less than ten (10) days previous notice in writing of its election so to do, said termination, however, to be subject to all the rights and liabilities of the parties hereto that may have accrued hereunder at the time of such termination.

12. Health and Safety - Lessee agrees that it will at all times during the term of this lease comply with all ordinances, orders, laws and requirements of all governmental authorities have jurisdiction over said premises respecting licenses, sanitary and health requirements, police regulation, fire prevention and nuisances; any improvements, repairs, alterations, additions or structural changes to said premises.

13. Failure to Pay Rent - Lessee agrees that if the rent shall not be paid within thirty (30) days after written demand, the same being due, then the lease term herein granted may be terminated at the end of any rental month at the election of Lessor by serving upon Lessee not less than thirty (30) days previous notice in writing of such election.

14. Utilities - Lessee agrees to pay promptly all bills rendered for water, gas and electricity used by it in said premises during said term.

15. Termination of Lease - Notwithstanding any law to the contrary, no notice shall be required to terminate this lease upon the expiration of the term herein provided; and Lessee agrees that upon the expiration of the lease term by limitation, or its earlier termination in any other way, it shall be lawful for Lessor, either with or without process of law, to enter into said premises and each and every part thereof, to expel, remove and put out of the same, said Lessee and every other person or persons occupying or having possession thereof, and the same to repossess and enjoy as in their first and former estate.

16. Holding Over - It is agreed, however, without in any manner impairing the covenants of Lessee or the remedies of Lessor in the next preceding paragraph, that should Lessee hold over in possession after the expiration of the original term or any extended term, such holding over shall not be deemed to extend the term or renew the lease, but thenceforth a month-to-month tenancy shall be thereby created upon the same covenants and conditions as are herein set forth, at the monthly rate of rental in effect during the last month of the previous term, until terminated at the end of the rental month by either party by serving upon the other not less than thirty (30) days previous notice in writing of such termination.

17. Notices - All notices to be given hereunder by either party shall be in writing and given either by personal delivery to Lessor or by certified or registered mail addressed to Manager, Corporate Real Estate, 401 North Michigan Avenue, Chicago, Illinois 60611 or to Lessee at its hereinabove given address; and notice given as herein provided shall be a sufficient service thereof.

18. Sales & Service Agreement - It is understood and agreed to by the Tenant that if any of the Dealer Sales and Service Agreements which are in effect between Landlord and Tenant are terminated or cancelled at any time during the term of this lease, Landlord shall have the option to terminate this lease effective immediately; if all of the Dealer Sales and Service Agreements which are in effect

between the Landlord and Tenant are terminated or cancelled at any time during the term of this lease, this lease shall be automatically terminated and cancelled without any notice from Landlord.

19. Condition of Premises - It is agreed that the Tenant assumes the herein described premises on an as is where is basis and agrees to assume all the obligations of Tenant as herein described effective the lease commencement date.

20. Indemnity - Tenant shall protect, indemnify, and save harmless the Landlord from and against any and all claims, demands and causes of action, for injury to or death of persons, or loss of or damage to personal property, occurring on the premises, in any manner growing out of or connected with Tenant's use and occupancy of said premises.

21. Assignment and Subletting - This lease and all the terms, conditions and provisions hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, including the heirs, executors and administrators of Lessor. Lessee may not assign this lease or sublet said premises or any part thereof without the written consent of Lessor.

22. Extension, Modification, Etc. - Any and all agreements hereafter made by the parties hereto to amend, change, extend, revise or discharge this lease in whole or in part and on one or more occasions, shall not be invalid or unenforceable because of the lack of consideration, provided that such agreement or agreements to amend, change, extend, revise or discharge said lease shall be in writing and executed by the parties hereto.

23. Riders and Exhibits - Any additional agreements by the parties hereto not set forth above shall be set forth in a rider attached hereto as Exhibit B. All exhibits to this lease must be initialled by the parties hereto or said exhibits will not be binding on the parties hereto and if there is any conflict between the provisions of any exhibit hereto and the provisions set forth above, the provisions of the exhibit shall govern.

24. Alterations - Lessee shall not make any alterations, renovations, or improvements to the premises without lessor's prior written consent, which shall not be unreasonably withheld. All alterations, renovations, and improvements made to the premises by either lessor or lessee, except office furniture and equipment installed at lessee's expense, shall be the property of lessor and remain upon and be surrendered with the premises at the expiration of the term hereof.

IN WITNESS WHEREOF the parties hereto have executed this lease on the  
day and year first above written.

ATTEST:

INTERNATIONAL HARVESTER COMPANY

Gregory Lames  
Assistant Secretary

By T. L. Deighan <sup>2nd</sup>  
Vice President

Lessor

ATTEST:

BELT WAY

INTERNATIONAL TRUCKS, INC.

Russell E. De Rosa  
Secretary

By John J. Murray  
President

Lessee

PARCEL 1

Beginning for the same at a stone marked "C" set at the end of the second or the South 35 degrees 30 minutes West 42½ perches line in a Deed from Joshua S. Hull to William J. Schmelyun, recorded among the Land Records of Baltimore County in Liber W.P.C. No. 612, folio 122; thence binding on the third and part of the fourth lines of the aforesaid conveyance South 88 degrees 30 minutes 05 seconds East 948.02 feet to an iron pipe; thence South 55 degrees 00 minutes East 41.06 feet to an iron pipe set in the westerly right of way line of Sulphur Spring Road as now laid out; thence binding on said right of way line with a curve to the right having a radius of 640 feet, length of arc 11.13 feet long, chord North 06 degrees 25 minutes East 11.12 feet; thence North 06 degrees 55 minutes East 322.40 feet to an iron pipe; thence for a new line of division (now made) North 89 degrees 14 minutes West 846.35 feet to a point intersecting the second line of the aforesaid conveyance; thence binding on same South 30 degrees 45 minutes 05 seconds West 342.49 feet to the place of beginning. Containing 6.41 acres of land, more or less.

PLUS PARCEL 2

Beginning for the same at a point in the Northernmost Right of Way Line of Relocated Sulphur Spring Road leading from Arbutus to Washington Boulevard, said point of beginning being the intersection of the aforesaid Northernmost Right of Way Line (Relocated Sulphur Spring Road) and the Line of Division between the property which by deed dated May 15, 1954, and recorded among the Land Records of Baltimore County in Liber 2479, Folio 353, was conveyed by Glaco Potomac Company to Ekco Foundation, Incorporated and the property which by deed dated October 8, 1964, and recorded among the Land Records of Baltimore County in Liber 4372, Folio 527, was conveyed by William G. Schmelyun to International Harvester Company, said point of beginning being situated 40' measured radially to the left of Station 56+92± of the Base Line of Right of Way (Relocated Sulphur Spring Rd.), said Base Line of Right of Way is delineated on the State Roads Commission's plat numbered 39056, attached hereto and made a part hereof, running thence and binding along a part of the aforesaid Line of Division in an Easterly direction 260'±, thence in a Southeasterly direction 34'± to intersect the Westernmost Right of Way Line, Existing Sulphur Spring Road, running thence and binding along a part of the aforesaid Westernmost Right of Way Line of Existing Sulphur Spring Road in a Northwesterly direction 3'±, thence in a Southwesterly direction 45'±, thence continuing in a Southwesterly direction 44'±, thence continuing in a Southwesterly direction 60'± to intersect the aforesaid Northernmost Right of Way Line (Reloc. Sulphur Spring Rd.), running thence and binding thereon in a Northwesterly direction 53'±, thence continuing in a Northwesterly direction by a curve to the left having a radius of 1472.39' for a distance of 161'± to the place of beginning containing 0.43 acre plus or minus.

LESS PARCEL 3

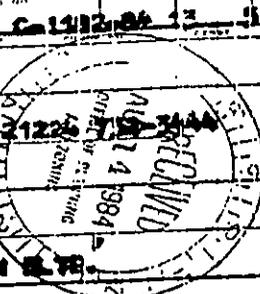
Those lands, 1.94 acres more or less, conveyed to the State of Maryland by International Harvester Company in deed dated February 23, 1972, as shown and/or indicated on State Roads Commission of Maryland's Plats Numbered 36526, 38267, 39055, and 39056.

PLANNING AND ZONING

1980 S. LOMBARD ST. BALTO., MD. 21227

PETROLEUM SERVICES, INC., 1200 E. LOMBARD ST., BALTO., MD. 21227

1980 S. LOMBARD ST. BALTO., MD. 21227



SULPHUR SPRING ROAD NE/S 350' IL. W. WASHINGTON BLVD

A. TYPE OF IMPROVEMENT

- 1. NEW BUILDING CONSTRUCTION
2. ADDITION
3. ALTERATION
4. REPAIR
5. VARIANCING - ENTER NO. UNITS IN EXISTING
6. MOVING
7. OTHER

- RESIDENTIAL
01 ONE FAMILY
02 TWO FAMILY
03 THREE AND FOUR FAMILY
04 FIVE OR MORE FAMILY (ENTER NO. UNITS)
05 SWIMMING POOL
06 GARAGE
07 OTHER

C. TYPE OF USE

- NON-RESIDENTIAL
08 AMUSEMENT, RECREATION, PLACE OF ASSEMBLY
09 CHURCH, OTHER RELIGIOUS BUILDING
10 FENCE (LENGTH, HEIGHT)
11 INDUSTRIAL, STORAGE (ENTER NO.)
12 PARKING GARAGE
13 SERVICE STATION, REPAIR GARAGE
14 HOSPITAL, INSTITUTIONAL, NURSING HOME
15 OFFICE (BANK, PROFESSIONAL)
16 PUBLIC UTILITY
17 SCHOOL, COLLEGE, OTHER EDUCATIONAL
18 SKN
19 STORE (SPECIFY TYPE) RESTAURANT
20 SWIMMING POOL AND HEALTH (EPT. 1984 REG.)
21 TANK TOWER
22 TRANSIENT HOTEL, MOTEL (NO. UNITS)
23 OTHER

INSTALL ONE 10,000 GAL. UNDERGROUND DIESEL STORAGE TANK WITH NEW SECTION AND VENT LINES. INSTALL ONE NEW DIESEL PUMP ON CONCRETE PAV. NOTE: NEW TANK TO HAVE ST1-P5 CORROSION PROTECTION.

B. OWNERSHIP

- 1. PRIVATELY OWNED
2. PUBLICLY OWNED

ESTIMATED COST OF MATERIAL & LABOR \$ 13,200.00

CHECK APPROPRIATE CATEGORIES FOR RESIDENTIAL ONLY

Table with columns for building type, use, and other categories.

24 PROPOSED USES: SIDE AND TANK
EXISTING USES: OFFICE AND GARAGE - NEW TANK ON IS.

D. TYPE OF CONSTRUCTION

- 1. MASONRY
2. WOOD FRAME
TYPE OF HEATING FUEL
TYPE OF SEWAGE DISPOSAL

TYPE OF WATER SUPPLY

- 1. PUBLIC SYSTEM
2. PRIVATE SYSTEM
IS THERE CENTRAL AIR CONDITIONING
IS THERE AN INCINERATOR

E. RESIDENTIAL ONLY

- SINGLE FAMILY UNITS
TOTAL NO. OF RESIDENTS
MULTI FAMILY UNITS
HOW MANY APARTMENTS HAVE
TOTAL NO. OF BEDROOMS

F. DIMENSIONS - R. U. 4-13-84

Form with various fields for dimensions, lot size, and zoning information.

G. I HAVE CAREFULLY READ THIS REGULATION AND KNOW THE SAME IS IN CONFORMITY WITH THE BALTIMORE COUNTY CODE AND APPROPRIATE STATE REGULATIONS AND I WILL REQUEST ALL NECESSARY PERMITS TO BE OBTAINED.

Form with fields for company name, address, permit fee, and date.

EXHIBIT

219,501

772,290

403,330

472,10/07

BLOCK	SECTION	USER	FOLIO

PLANNING	
DEPARTMENT OF PUBLIC WORKS	
HEALTH	
DEPARTMENT OF ZONING	
FIRE PREVENTION	

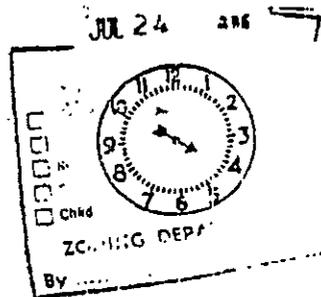
PLANNING AND ZONING

95/191



**BELTWAY TRUCK LEASING, INC.**

1800 Sulphur Spring Rd.  
Balto., Md. 21227



July 23, 1984

Mr. Doug Swan  
Baltimore County Department of Zoning  
1111 West Chesapeake Avenue  
Towson, Md. 21204

Re: Property Number 16-00-011169

Dear Mr. Swan:

We desire to install a 10,000 gallon bulk diesel fuel tank and pump to dispense fuel to our truck lease/rental customers and to our retail customers utilizing our repair facility.

We are an International Harvester Company truck dealer and a member of International Harvester's Idealease program. As a member, we are required to maintain fuel on our premises and to supply any Idealease vehicle with fuel when in the Baltimore area.

We would appreciate any assistance you could provide to help us obtain the proper permits.

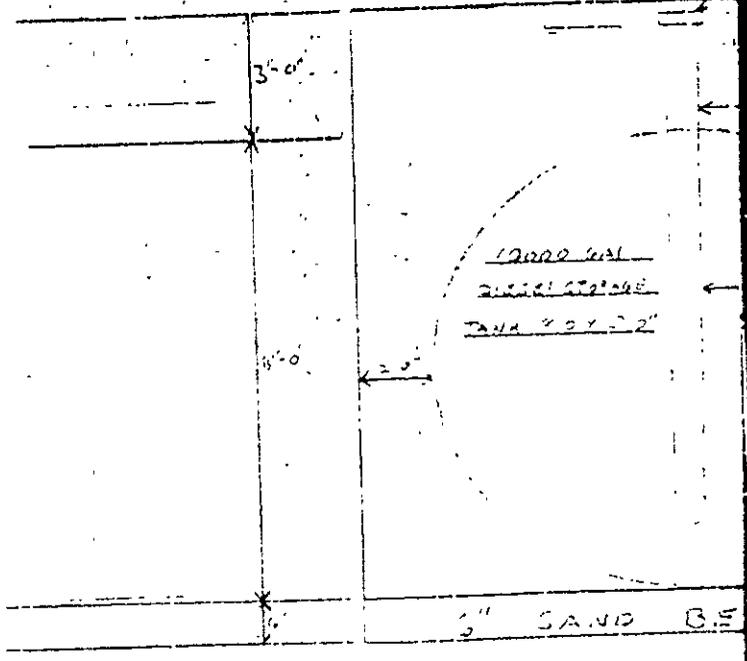
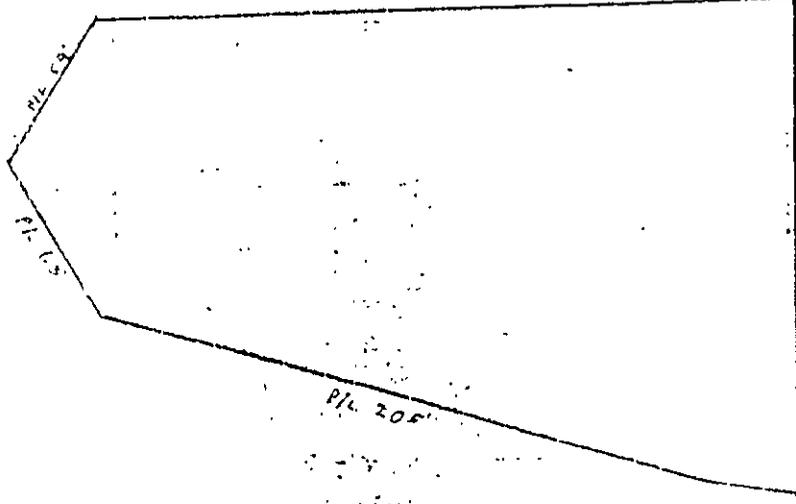
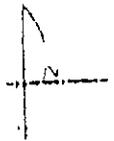
Thank you very much for your cooperation.

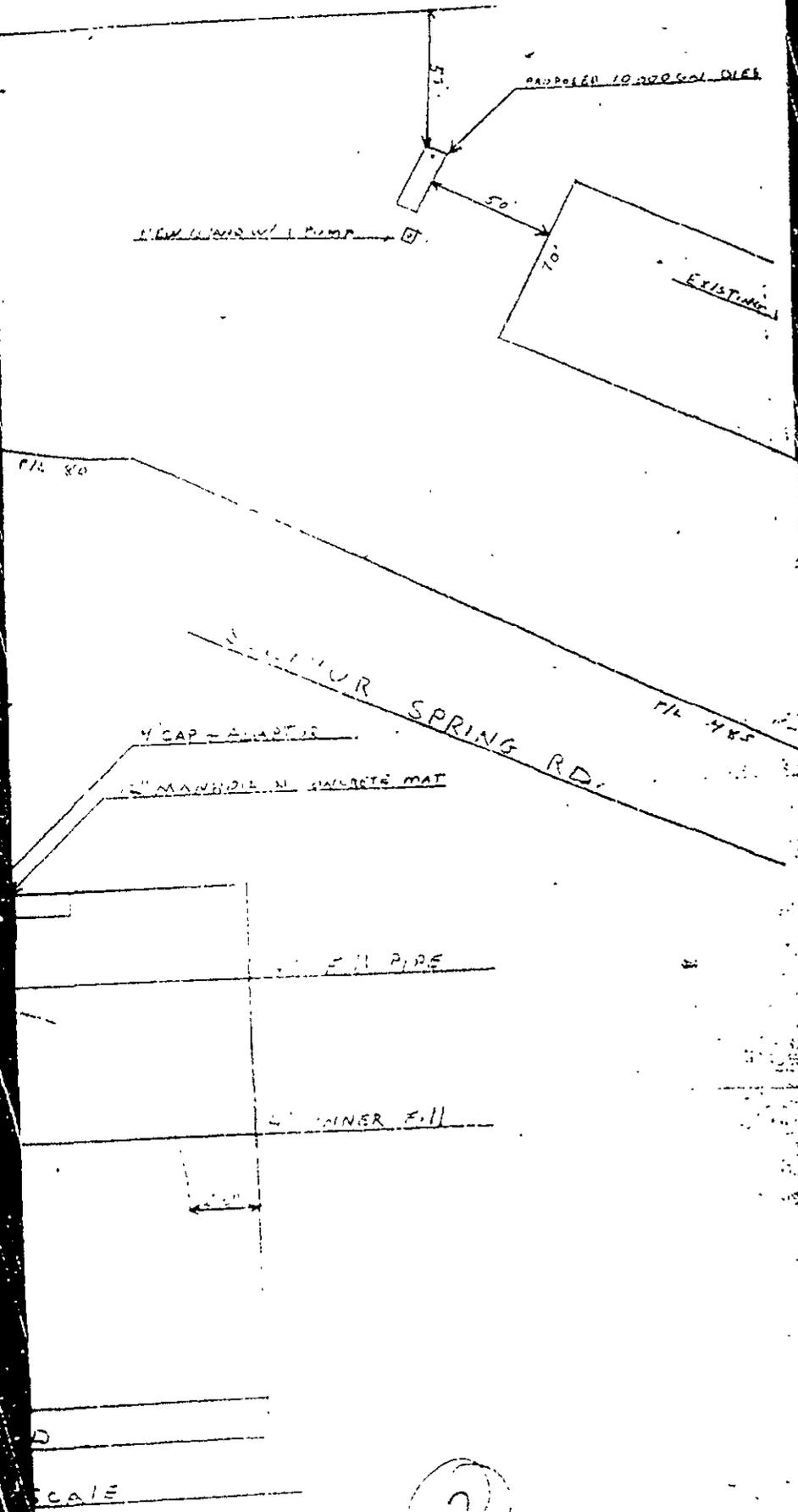
Sincerely,

*Russell E. DeRose*

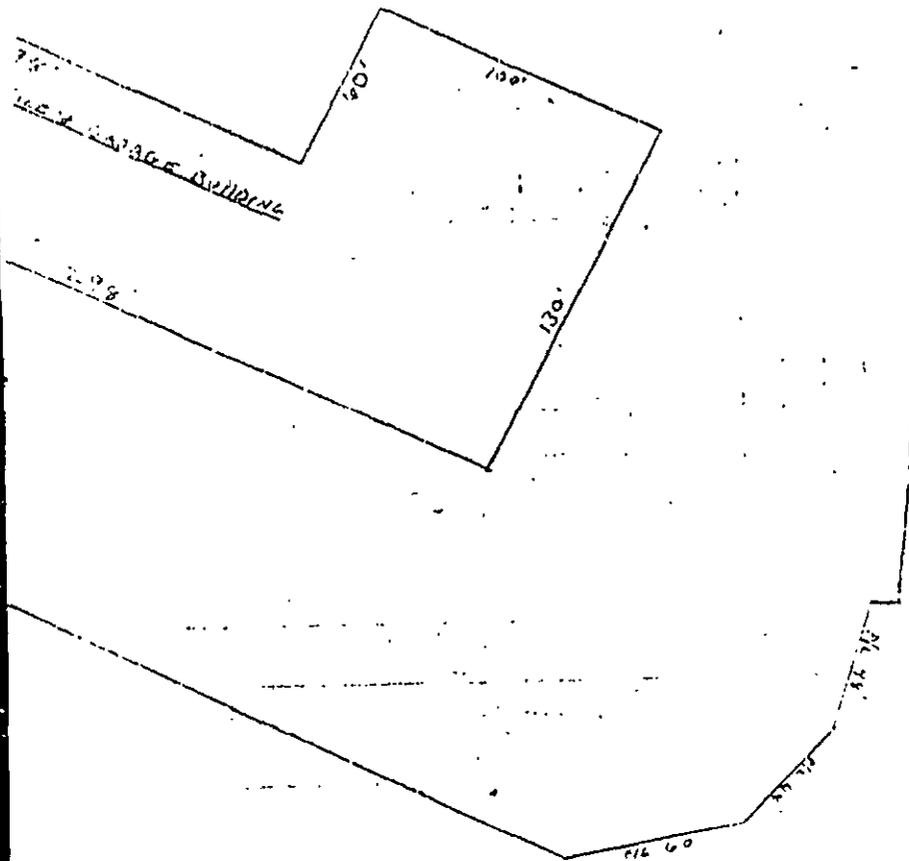
Russell E. DeRose  
Secretary/Treasurer







2



(A)

11-3-04

PLANS APPROVED  
 OFFICE OF PLANNING & ZONING  
 BY [Signature]  
 PLANNING  
 DATE 11/17/04  
 BY [Signature]  
 ZONING COMMISSIONER  
 DATE 8/20/04

1122  
 87  
 (4)

BELTWAY INTERNATIONAL TRUCKS

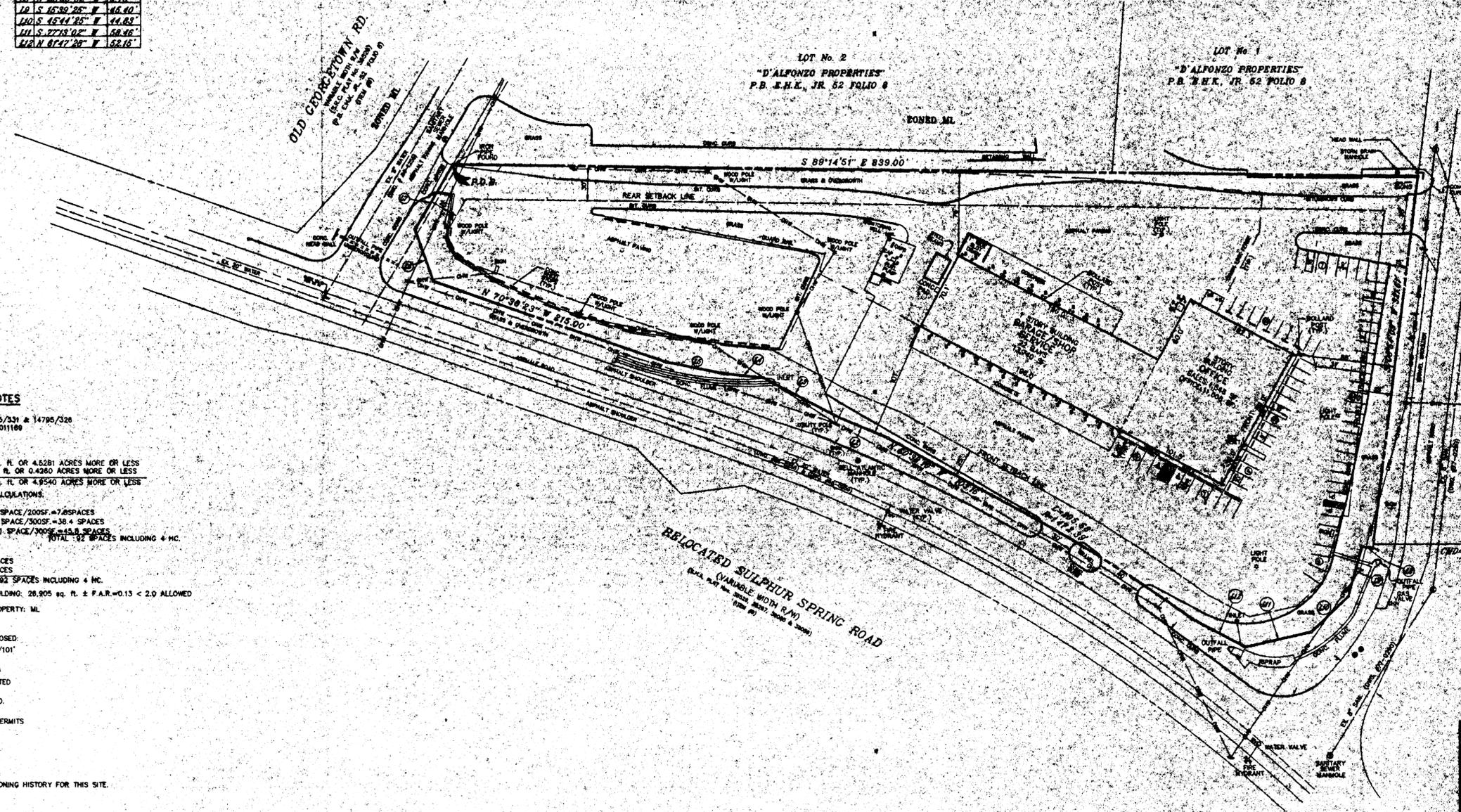
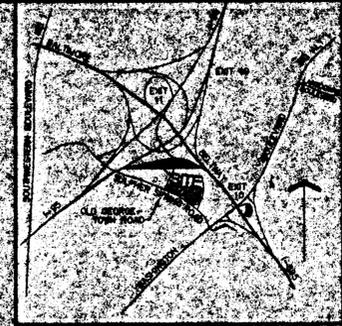
APPROVED BY [Signature] DRAWN BY [Signature]

19200 SULPHUR SPRING RD

ISSUING NUMBER

**LINE TABLE**

12	N 65°54'07" W	61.60'
13	N 85°18'46" W	63.86'
14	N 85°18'46" W	54.88'
15	N 85°18'46" W	60.49'
16	N 85°18'46" W	48.00'
17	N 85°18'46" W	63.86'
18	N 85°18'46" W	9.78'
19	S 15°30'25" W	45.60'
20	S 45°14'25" W	44.82'
21	S 22°18'02" W	58.36'
22	N 82°17'28" W	52.16'



**GENERAL NOTES**

- DEED REFERENCES: 34795/331 & 34796/328  
TAX ACCT. NO.: 1600011169
- AREA:  
PARCEL 1: 107,243 sq. ft. OR 4.5281 ACRES MORE OR LESS  
PARCEL 2: 90,555 sq. ft. OR 4.0660 ACRES MORE OR LESS  
TOTAL: 197,798 sq. ft. OR 8.5941 ACRES MORE OR LESS
- OFF-STREET PARKING CALCULATIONS:  
REQUIRED PARKING:  
SALES - 1,548 SF. @ 1 SPACE/200SF. = 7.74 SPACES  
OFFICE - 11,508 SF. @ 1 SPACE/300SF. = 38.4 SPACES  
SERVICE - 13,740 SF. @ 1 SPACE/300SF. = 45.8 SPACES  
TOTAL: 92 SPACES INCLUDING 4 INC.
- EXISTING PARKING:  
SERVICE BAYS - 22 SPACES  
PARKING - 70 SPACES  
TOTAL: 92 SPACES INCLUDING 4 INC.
- SQUARE FOOTAGE OF BUILDING: 26,905 sq. ft. ± F.A.R. = 0.13 < 2.0 ALLOWED
- CURRENT ZONING OF PROPERTY: ML
- SETBACK REQUIREMENTS:  
REQUIRED: PROPOSED:  
FRONT 25' 85'/101'  
SIDE 30' 74'  
REAR 30' N/A  
BUILDING HEIGHT: UNLIMITED
- NO NEW SIGNS PROPOSED.
- PREVIOUS COMMERCIAL PERMITS:  
-NO. 452-71  
-NO. 827-71  
-NO. 811-72  
-NO. 1182-84
- THERE IS NO PREVIOUS ZONING HISTORY FOR THIS SITE.

*01 321 SPH*

**PETITION REQUEST**

SPECIAL HEARING TO ESTABLISH THE ELIGIBILITY OF THE PROPERTY FOR A GRANDFATHERED USE AS A SERVICE GARAGE, AND AS SUCH, THAT IT MAY BE USED FOR THE SALE AND REPAIR OF MOTOR VEHICLES UNDER THE PROVISIONS OF SECTION 103.1 OF BALTIMORE COUNTY ZONING REGULATIONS AND SECTION 103.1.B. OF THE BALTIMORE COUNTY ZONING COMMISSIONER'S POLICY MANUAL.

**OWNER/APPLICANT**  
BELTWAY PROPERTIES II, LLC  
1800 SULPHUR SPRING ROAD  
BALTIMORE, MD. 21227

**PLAN TO ACCOMPANY SPECIAL HEARING**

**BELTWAY INTERNATIONAL**  
1800 SULPHUR SPRING ROAD

TAX MAP 109 GRID 1 PARCEL 22  
13TH ELECTION DISTRICT - BALTIMORE COUNTY, MD.



**Colbert Matz Rosenfelt, Inc.**  
Engineers • Surveyors • Planners  
2836 Smith Avenue, Suite C  
Baltimore, Maryland 21209  
Telephone: (410) 853-3838  
Facsimile: (410) 853-7953

DATE	REVISIONS	SHEET
		1 OF 1

