

IN RE: PETITION FOR SPECIAL HEARING

S/S Akehurst Road, 1700' W
centerline of Yeoho Road
5th Election District
3rd Councilmanic District
(2121 Abell Lane)

Frederick J. Beste
Petitioner

*

BEFORE THE

*

DEPUTY ZONING COMMISSIONER

*

OF BALTIMORE COUNTY

*

CASE NO. 01-410-SPH

*

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Special Hearing filed by the legal owner of the subject property, Frederick Beste. The Petitioner is requesting a special hearing for property he owns at 2121 Abell Lane, which property is zoned RC 2. The Special Hearing request is from Section 500.7 of the Baltimore County Zoning Regulations (B.C.Z.R.), to approve a nonconforming apartment building containing 3 separate apartments.

Appearing at the hearing on behalf of the special hearing request were Frederick Beste, owner of the property, Jim McKee, the professional engineer who prepared the site plan of the property and G. Scott Barhight, attorney at law, representing the Petitioner. There were no protestants or others in attendance.

Testimony and evidence indicated that the property, which is the subject of this special hearing request, consists of 16.1 acres, more or less, zoned RC 2. The subject property is located on the south side of Abell Lane, west of its intersection with Yeoho Road. The property is improved with an existing dwelling with several other buildings and structures. The building which is the subject of this special hearing request is Building A as shown on the site plan submitted into evidence as Petitioner's Exhibit No. 1. Building A is currently utilized by the Petitioner as a 3-apartment building. The uncontradicted testimony and evidence offered at the

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Date

6/2/01

By

R. J. Johnson

hearing clearly demonstrated that Building A has been used as a 3-apartment dwelling since 1943 until the present date. The use as a 3-apartment building has continued uninterruptedly from 1943 until the present time. No evidence was offered at the hearing to contradict this usage.

As with all nonconforming use cases, the first task is to determine whether a lawful nonconforming use existed on the subject property prior to the year in which a change in the zoning regulations caused the use of the property to become illegal. The controlling year in this case is 1945.

The second principle to be applied, as specified in Section 104.1, is whether or not there has been a change in the use of the subject property. A determination must be made as to whether or not the change is a different use, and therefore, breaks the continued nature of the nonconforming use. If the change in use is found to be different than the original use, the current use of the property shall not be considered nonconforming. See McKemy v. Baltimore County, Maryland, 39 Md. App. 257, 385 A.2d 96 (1978).

When the claimed nonconforming use has changed, or expanded, then the Deputy Zoning Commissioner must determine whether or not the current use represents a permissible intensification of the original use or an actual change from the prior legal use. In order to decide whether or not the current activity is within the scope of the nonconforming use, the Deputy Zoning Commissioner should consider the following factors:

- (a) "To what extent does the current use of these lots reflect the nature and purpose of the original nonconforming use;
- (b) Is the current use merely a different manner of utilizing the original nonconforming use or does it constitute a use different in character, nature and kind;
- (c) Does the current use have a substantially different effect upon the neighborhood;

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6/17/01
BY: R. J. JAMESON

(d) Is the current use a "drastic enlargement or extension" of the original nonconforming use."

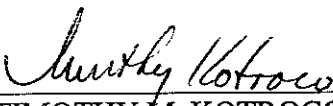
McKemy v. Baltimore County, Md., supra.

After considering the uncontradicted testimony and evidence offered at the hearing, I find that the special hearing to approve the nonconforming use shall be granted.

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

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 7th day of June, 2001, that the Petitioner's Request for Special Hearing from Section 500.7 of the B.C.Z.R., to approve a nonconforming apartment building containing 3 separate apartments in Building A, as shown on the site plan, 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.


TIMOTHY M. KOTROCO
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

TMK:raj

ORDER RECEIVED FOR FILING
Date 6/7/01
By [Signature]



Baltimore County
Zoning Commissioner

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

June 7, 2001

G. Scott Barhight, Esquire
Whiteford, Taylor & Preston, LLP
210 W. Pennsylvania Avenue, Ste. 400
Towson, Maryland 21204

Re: Petition for Special Hearing
Case No. 01-410-SPH
Property: 2121 Abell Lane

Dear Mr. Barhight:

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,

A handwritten signature in cursive script, reading "Timothy M. Kotroco".

Timothy M. Kotroco
Deputy Zoning Commissioner

TMK:raj
Enclosure





Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 2121 Abell Lane

which is presently zoned R.C.2

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

a non-conforming three (3) unit apartment building.

Property is to be posted and advertised as prescribed by the zoning regulations. I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

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

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

Attorney For Petitioner:

G. Scott Barhight/Julie A. DiGrigoli

Name - Type or Print

Signature

Whiteford, Taylor & Preston, LLP

Company Suite 400

210 W. Pennsylvania Ave. 410/832-2000

Address

Telephone No.

Towson

MD

21204

City

State

Zip Code

Legal Owner(s):

Frederick J. Beste

Name - Type or Print

Frederick J. Beste

Signature

Name - Type or Print

Signature

1940 Akehurst Road (Contact Attny)

Address

Telephone No.

Sparks

MD

21152

City

State

Zip Code

Representative to be Contacted:

G. Scott Barhight, Esquire

Julie A. DiGrigoli, Esquire

Name Whiteford, Taylor & Preston, LLP

210 W. Pennsylvania Ave. 410/832-2000

Address Suite 400

Telephone No.

Towson

MD

21204

City

State

Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING 2-3 hrs

UNAVAILABLE FOR HEARING

Reviewed By [Signature] Date 4-6-01

Case No. 01-410-SPH

227 9/15/98

ORDER RECEIVED FOR FILING
Date 6/7/01
By [Signature]

McKEE & ASSOCIATES, INC.

Engineering • Surveying • Environmental Planning
Real Estate Development

April 6, 2001

**ZONING DESCRIPTION OF
2121 ABELL LANE
5TH ELECTION DISTRICT
3RD COUNCILMANIC DISTRICT
BALTIMORE COUNTY, MARYLAND**



BEGINNING at a point in the center of Akehurst Road, said point being 1700 feet west of the center of Yeoho Road, thence running North 40 degrees 27 minutes 20 seconds West, 217.23 feet, North 19 degrees 09 minutes West, 366.00 feet, South 81 degrees 08 minutes West, 293.15 feet, North 28 degrees 10 minutes 28 seconds West, 20 feet to the center of Abell Lane, thence along Abell Lane South 63 degrees 10 minutes West, 445.00 feet, thence South 36 degrees 59 minutes East, 224.50 feet, South 37 minutes 33 minutes West, 472.00 feet, South 63 degrees 16 minutes East, 704.50 feet, North 56 degrees 26 minutes East, 287.00 feet, North 30 degrees 52 minutes West, 210.25 feet, North 52 degrees 48 minutes East, 191.40 feet, and North 58 degrees 31 minutes East, 256.80 feet to the place of beginning.

CONTAINING 16.1 acres of land, more or less as recorded in deed Liber 5373, folio 611.

410

FOR:

Admin. Div. - 450
Scm SC

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

507

CASHIER'S VALIDATION

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

Cash No. 92942

DATE

4-6-01

ACCOUNT

R-001-06-6150

AMOUNT \$

250.00

RECEIVED FROM

446.74601 Taylor, P. Costa, LIT

FOR:

Commission (30.13) Special Hearing Filing
at 2121 H. Bell Lane

PAID RECEIPT

PAYMENT, ACTUAL, TIME

1/09/2001 4/06/2001 14:23:10

REL. 4504 CASHIER DML DMD DROWER

DEPT. 5 528 ZOWING VERIFICATION

CR. 40. 07242

Receipt Tot

250.00

250.00 OK

.00 CA

Baltimore County, Maryland

for

DISTRIBUTION

WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

CASHIER'S VALIDATION

**NOTICE OF ZONING
HEARING
CHANGE OF DATE**

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: #01-410-SPH
2121 Abell Lane
S/S Ashurst Road, 1700'
W of centerline Yeolo Road
5th Election District
3rd Councilmanic District
Legal Owner(s): Frederick J. Beste

Special Hearing: to approve a non-conforming 3 unitly apartment building.
Hearing: Friday, June 1, 2001 at 9:00 a.m. in Room 407, County Courts Building, 401 Bailey 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) 887-4388.

(2) For information concerning the file and/or hearing, Contact the Zoning Review Office at (410) 887-3391.
5/1/01 May 17, C488349.

CERTIFICATE OF PUBLICATION

5/17/_____, 2001

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of _____ successive weeks, the first publication appearing on 5/17/_____, 2001.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News

J. Wilkinson
LEGAL ADVERTISING

CERTIFICATE OF POSTING

RE: Case No.: 01-410-SPH

Petitioner/Developer: FREDRICK J. Beste

Date of Hearing/Closing: JUNE 01, 2000

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 2121 ABELL LANE

The sign(s) were posted on May 17, 2001
(Month, Day, Year)

Sincerely,

SSG Robert Black May 17, 2001
(Signature of Sign Poster and Date)

SSG ROBERT BLACK

(Printed Name)

1508 Leslie Rd

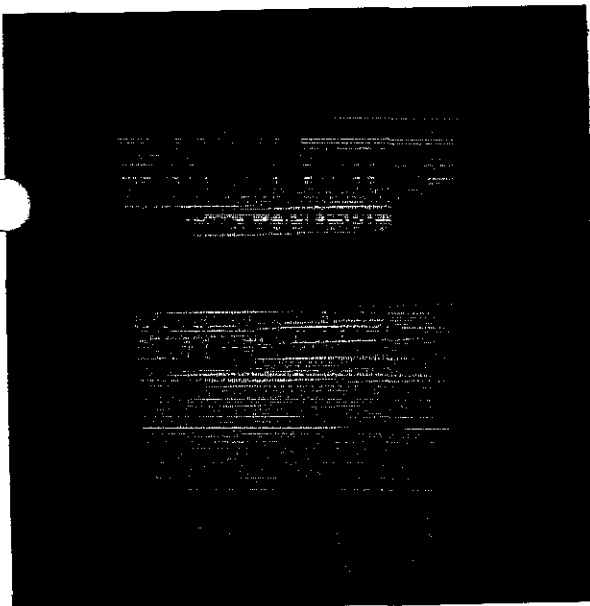
(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)



DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

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

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

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

For Newspaper Advertising:

Item Number or Case Number: 01-410-SP4
Petitioner: Frederick J. Beste
Address or Location: 2121 Abell Lane

PLEASE FORWARD ADVERTISING BILL TO:

Name: Frederick J. Beste
Address: 1940 Akehurst Road
Sparks MD 21152
Telephone Number: contact atty - 410-832-2000

Revised 2/20/98 - SCJ



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

April 17, 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: 01-410-SPH
2121 Abell Lane
S/S Akehurst Road, 1700' W of centerline Yeoho Road
5th Election District – 3rd Councilmanic District
Legal Owner: Frederick J Beste

Special Hearing to approve a non-conforming 3 unity apartment building.

HEARING: Friday, May 25, 2001 at 9:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue

Arnold Jablon GJZ
Director

C: G Scott Barhight, Whiteford Taylor & Preston, Suite 400, 210 W Pennsylvania Ave,
Towson 21204
Julie A DiGrigoli, Whiteford Taylor & Preston, Suite 400, 210 W Pennsylvania Avenue
Towson 21204
Frederick J Beste, 1940 Akehurst Road, Sparks 21152

- NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN
APPROVED POSTER ON THE PROPERTY BY MONDAY, MAY 10, 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.



TO: PATUXENT PUBLISHING COMPANY
Tuesday, May 11, 2001 Issue – Jeffersonian

Please forward billing to:
Frederick J Beste
1940 Akehurst Road
Sparks MD 21152

410 832-2000

NOTICE OF ZONING HEARING

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

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HEARING: Friday, May 25, 2001 at 9:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue


Lawrence E. Schmidt

LAWRENCE E. SCHMIDT GDD
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

April 25, 2001

NOTICE OF ZONING HEARING CHANGE OF DATE

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: 01-410-SPH
2121 Abell Lane
S/S Akehurst Road, 1700' W of centerline Yeoho Road
5th Election District – 3rd Councilmanic District
Legal Owner: Frederick J Beste

Special Hearing to approve a non-conforming 3 unity apartment building.

HEARING: Friday, June 01, 2001 at 9:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue

A handwritten signature in cursive script, appearing to read "Arnold Jablon".

Arnold Jablon G.D.Z.
Director

C: G Scott Barhight, Whiteford Taylor & Preston, Suite 400, 210 W Pennsylvania Ave,
Towson 21204
Julie A DiGrigoli, Whiteford Taylor & Preston, Suite 400, 210 W Pennsylvania Avenue
Towson 21204
Frederick J Beste, 1940 Akehurst Road, Sparks 21152

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY THURSDAY, MAY 17, 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.



TO: PATUXENT PUBLISHING COMPANY
Thursday, May 17, 2001 Issue – Jeffersonian

Please forward billing to:
Frederick J Beste
1940 Akehurst Road
Sparks MD 21152

410 832-2000

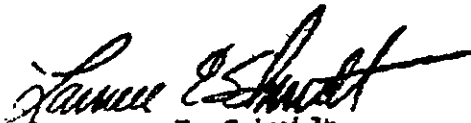
**NOTICE OF ZONING HEARING
CHANGE OF DATE**

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:

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2121 Abell Lane
S/S Akehurst Road, 1700' W of centerline Yeoho Road
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Legal Owner: Frederick J Beste

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HEARING: Friday, June 01, 2001 at 9:00 a.m. in Room 407, County Courts Building,
401 Bosley Avenue


Lawrence E. Schmidt

LAWRENCE E. SCHMIDT ^{GDZ}
ZONING COMMISSIONER FOR BALTIMORE COUNTY

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



Baltimore County
Department of Permits and
Development Management

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

May 25, 2001

G Scott Barhight/Julie A DiGrigoli
Whiteford Taylor & Preston LLP
210 W Pennsylvania Ave
Suite 400
Towson MD 21204

Dear Mr. Barhight:

RE: Case Number: 01-410-SPH, 2121 Abell Lane

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on April 6, 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. gdz
Supervisor, Zoning Review

WCR: gdz

Enclosures

c: Frederick J Beste, 1940 Akehurst Road, Sparks 21152
People's Counsel



BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

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

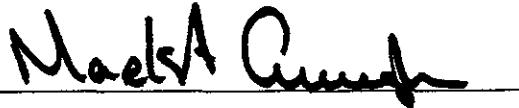
DATE: April 19, 2001

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

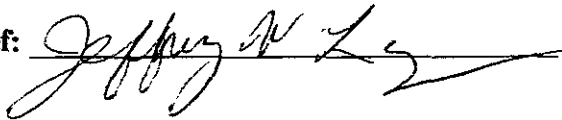
SUBJECT: Zoning Advisory Petition(s): Case(s) 01-379, 01-407 & 01-410

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



**Baltimore County
Fire Department**

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

April 17, 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: Rolling Height Lot A LTD Partn. - 408
Frederick J. Beste - 410
Essex Church of God - 403
Marye D. Kellerman - 401

Location: DISTRIBUTION MEETING OF April 16, 2001

Item No.: 401, 403, 408, and 410

Dear Ms. Stephens:

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

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

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

cc: File

ENC 01 02

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





**Maryland Department of Transportation
State Highway Administration**

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

Date: 4-12-01

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

RE: Baltimore County
Item No. 410 JJS

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,

lv 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

RE: PETITION FOR SPECIAL HEARING
2121 Abell Lane, S/S Akehurst Rd,
1700' W of c/l Yeoho Rd
5th Election District, 3rd Councilmanic

Legal Owner: Frederick J. Beste
Petitioner(s)

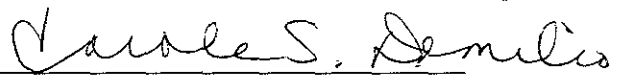
* BEFORE THE
* ZONING COMMISSIONER
* FOR
* BALTIMORE COUNTY
* Case No. 01-410-SPH

* * * * *

ENTRY OF APPEARANCE

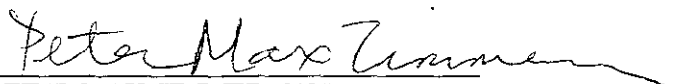
Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent/ documentation filed 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 26th day of April, 2001 a copy of the foregoing Entry of Appearance was mailed to G. Scott Barhight, Esq., Whiteford, Taylor & Preston, 210 W. Pennsylvania Avenue, Suite 400, Towson, MD 21204, attorney for Petitioner(s).


PETER MAX ZIMMERMAN



Baltimore County
Department of Permits and
Development Management

Code Inspections and
Enforcement
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmenforce@co.ba.md.us
pdinspect@co.ba.md.us

February 6, 2001

G. Scott Barhight, Esquire
Whiteford, Taylor and Preston L.L.P.
210 West Pennsylvania Avenue
Towson, Maryland 21204-4515

Dear Mr. Barhight:

Re: Case No. 00-2589, 2121 Abell Lane

In response to your January 24, 2001 letter, I have had the opportunity to further discuss this case with Director Arnold Jablon. The director is first pleased that the property owners, Frederick and Virginia Beste, have indeed taken the necessary steps to relocate WoodWrite, Ltd. to a zone that does permit this use. However, he will not accept your proposal relative to resolving the apartment issue via an administrative procedure. Therefore, the two options left to the Bestes are either to cease the apartment use in this R.C. 2 zoned land or file for a special hearing petition to establish a non-conforming use. The code enforcement bureau will withhold further action in this matter until February 16, 2001, wherein; we anticipate a final decision from your clients.

As always, if additional questions remain please contact me at 410-887-8094.

Sincerely,

A handwritten signature in black ink, appearing to read "J. H. Thompson".

James H. Thompson
Code Inspections and
Enforcement Supervisor

JHT/hek

c: Inspector Mark Gawel
Inspector Stuart Kelly



Baltimore County
Department of Permits and
Development Management

Code Enforcement Enforcement
County Office
111 West Chesapeake Avenue
Towson, MD 21204

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

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

BALTIMORE COUNTY UNIFORM CODE ENFORCEMENT CITATION
SERVE ON RESIDENT AGENT, CORPORATE OFFICER, OWNER, TENANT, AS APPLICABLE

Citation/Case No. 00-2589	Property No. 05-02-020480	Zoning:
Name(s): FREDERICK J BESTE VIRGINIA HEAVENLY BESTE		
Address: 1940 AKEHURST RD BALTIMORE, MD 2122		
Violation Location: 1940 AKEHURST RD		
Violation Dates: 05-08-00 THRU 03-05-01		

BALTIMORE COUNTY FORMALLY CHARGES THAT THE ABOVE-NAMED PERSON(S) DID
UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS OR REGULATIONS:

BCZR 101;102.1 + ZCPM
CEASE ILLEGAL HOME OCCUPATION

BCZR 101;102.1,

Pursuant to Section 1-8, Baltimore County Code, a civil penalty
has been assessed, as a result of the violation cited herein, in
the amount indicated:

\$ 20,000

A quasi-judicial hearing has been pre-scheduled in Room 116,
111 West Chesapeake Avenue, Towson, Maryland, for:

Date: **04-24-01**

Time: **9⁰⁰ AM**

Citation must be served by:

Date: **03-21-01**

I do solemnly declare and affirm, under the penalty of perjury, that the contents stated above are true
and correct to the best of my knowledge, information, and belief.

Print Name: **M STUART Kelly**

Date: **03-5-01** Inspector's Signature: **M Stuart Kelly**

SEE REVERSE SIDE FOR ADDITIONAL DETAILS AND INFORMATION

NOTICE OF INTENTION TO DEFEND

Print Name: Citation/Case No.:

Address:

Date Defendant's Signature

AGENCY



Baltimore County
Department of Permits and
Development Management

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

Code Enforcement: 410-887-3351 Extension 2283
Building Inspection: 410-887-3953

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

BALTIMORE COUNTY UNIFORM CODE VIOLATION NOTICE

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

Violation Notice No.

119251

Case No.:

00-2589

Election District _____ Permit No _____

Name (s)

Fredrick J. Baste

Address

2121 Chell Dr. Sparks Md. 21152

Location of Violation (if different than address)

Same

Vehicle License No.:

Vehicle ID:

DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS:

County Code:

§§

§§

Building Code (BOCA):

§§

§§

Investment Property Act (7-66).

§§

Plumbing Code (NSPC)

§§

Zoning Regulations:

§§

§§

Livability Code (18-66):

§§

§§

Electrical Code (NEC):

§§

Dwelling (CABO)

§§

Other §§

COMMENTS OR OTHER VIOLATIONS

Zoned R-12

Cease use of property as business
Cease use of property as rental unit
The outside storage of unlicensed
vehicles & remove all debris from
property

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

DATE ISSUED: 5.8.00

INSPECTOR:

[Signature]

STOP WORK NOTICE

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

THESE CONDITIONS MUST BE CORRECTED NOT LATER THAN: _____

DATE ISSUED: _____

INSPECTOR: _____

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

AGENCY

Subject: Re: Zoning violations

Date: Wed, 03 May 2000 06:42:42 EDT

From: "Frank Terry" <woody1912@hotmail.com>

To: ajablon@co.ba.md.us

17/01
8

35006
11512

Dear Mr. Jablon,

Thank you for your quick response. I Will do my best to keep a log.

>From: "Arnold Jablon" <ajablon@co.ba.md.us>

>Reply-To: ajablon@co.ba.md.us

>To: Frank <Woody1912@hotmail.com>

>Subject: Re: Zoning violations

>Date: Tue, 02 May 2000 20:01:18 -0400

>
>Your complaint has been received. An inspector will be assigned, who
>will visit the site, and report to you the findings. I would suggest
>that if you could keep a log, i.e., times when traffic is heaviest,
>names of delivery trucks, and any other relevant comings and goings to
>the property.

>
>Arnold Jablon

>Frank wrote:

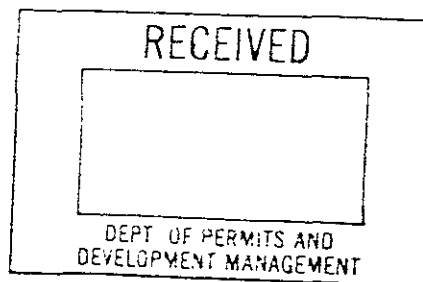
>
>Dear Sir, I wish to lodge a complaint concerning my neighbor, Fredrick
>> J. Beste of 2121 Abell Lane, Sparks, MD 21152. He has four apartments
>> on part of his land zoned for agriculture. And a is running a
>> business called WoodWrite, LTD from another part of his property
>> zoned for residential. There is heavy traffic in and out of his
>> property. There are delivery trucks and customers coming and going all
>> day long. This is a great disturbance for me and my neighbors.

Get Your Private, Free E-mail from MSN Hotmail at <http://www.hotmail.com>

Manufactures Lotte
apt in out building
contagious veh
Wood/Debris

H.J.

00-2589



TO JT
J

Subject: Zoning violations

Date: Tue, 2 May 2000 09:37:42 -0400

From: "Frank" <Woody1912@hotmail.com>

To: <ajablon@co.ba.md.us>

Dear Sir,

I wish to lodge a complaint concerning my neighbor, Fredrick J. Beste of 2121 Abell Lane, Sparks, MD 21152. He has four apartments on part of his land zoned for agriculture. And a is running a business called WoodWrite, LTD from another part of his property zoned for residential.

There is heavy traffic in and out of his property. There are delivery trucks and customers coming and going all day long. This is a great disturbance for me and my neighbors.

I replied - assign inspector to visit site, & contact complainant after inspection. I advised complainant to keep log, i.e., times of heaviest traffic, names of delivery trucks, et al

**BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE**

DATE: April 13, 2001
TO: W. Carl Richards, Jr.
Zoning Review Supervisor
FROM: Rick Wisnom, Chief
Division of Code Inspections & Enforcement
SUBJECT: **Item No.: 410 (01-410-SPH)**
Legal Owner/Petitioner: Frederick J. Beste
Property Address: 2121 Abell Lane
Location Description: S/S Akehurst Road, 1700' W of centerline Yeoho Road

VIOLATION INFORMATION: **Case No.: 00-2589**
Defendants: Frederick J. Beste & Virginia Heavenly Beste

Please be advised that the aforementioned petition is the subject of an active violation case. When the petition is scheduled for a public hearing, please notify the following person(s) regarding the hearing date:

NAME	ADDRESS
Frank Terry	e-mail: woody1912@hotmail.com

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

- Complaint e-mail
- Complaint Intake Form/Code Enforcement Officer's report and notes
- State Tax Assessment printout
- Lease-
- Code Violation Notice
- Citation and Proof of Service
- E-mail to Mr. Terry (dated 8/9/00)
- Letter to The Honorable Ernest C. Trimble (dated 11/2/00)
- Letter to G. Scott Barhight, Esquire (dated 12/19/00)
- Letter to Mr. James H. Thompson (dated 1/24/01)
- Letter to G. Scott Barhight, Esquire (dated 2/6/01)
- Letter to Arnold Jablon, Esquire, Director (dated 3/13/01)

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

RSW/scj

c: Code Enforcement Officer Kelly

CASE NO. 57711444 DA OPEN 11/13/96 INTAKE TP CLOSED 1/1/
LOCATION 2121 ABELL LANE APT # ZIP 21152
COMPLAINANT DEBORAH & ROBERT HOME PHONE 591-4709 WORK
ADDRESS 201 ABELL LANE APT # ZIP 21152

TAX ACCOUNT NO. ZONING RC

COMPLAINT WOOD BURST - 771-4444 - In the phone book.
57711444 (BUSINESS FROM RESIDENCE)

OWNER NOTIFIED Y • N •

(same as complainant Y • N •)

OCCUPANT HOME PHONE WORK

OWNER/MGR Jack Barte PHONE

ADDRESS APT NO. ZIP CODE

INSPECTOR R. BARNETT KW DATE RECEIVED 12/18/96 DISTRICT 5

INITIAL INSPECTION DATE / / TIME

RECTOR TRAILERS MAKING DELIVERIES

Left card for owner 11/21. Large shop area
w/ workers. Difficult to get to

11-10-97 - Ice covered road. Could not gain entry.

2-5-97 Went to site. Spoke w/ Jack Barte.
He let us in his shop. Just wood
working equipment. Belongs to Rotary Club.
Has volunteers working on w/c in his shop.
Takes pens, projects to charity organizations.
No signs of intrusion. Close Case.

RE-INSPECTION

DATE

03/04/01

TIME

00-2589

Reinspect For Hearing

Reinspect 04-20-01.

MSA

RE-INSPECTION

DATE

/ /

TIME

RE-INSPECTION

DATE

/ /

TIME

Update / Message Form

Date: 10 / 25 / 00

Time: 1:00 p.m.

Intake: J Perlow

Case #: 00-2589

Comments:

2121 Abell Lane Sparks

(lawer)

Robyn the man that we spoke to about this address the other day want at least 5 wks extension. He was understood (J Perlow) in thinking he granted the ext. but he told them he would have to talk to the inspector. They are under the impression that Jeff granted this extension.

CODE ENFORCEMENT REPORT

RE-INSPECTION SHEET CONTINUED

Date: 5-8-00

Spoke to ~~gentleman~~ to claimed to be Mr. Beste's partner. He explained the the bus made for the. Untagged Veh on property / Wood / debris appears to be apt in out building.

Date: 5-9-00

Spoke to Mr. Beste. Explained bus started as a hobby. and that he sells to mostly handicapped people. & the apt have been there 50 yrs. I explained he needs to make +

Date: Have a Reaser P/U 6-8 00

5-15-00 90 extention per A.J. P/U
8-15-00 Spoke to Mr. P about extention

Date:

Date:

Case Entry/Update

Format : CASREC

Mode : CHANGE

File : PDLV0001

Dt Rec: 5042000 Intake: Act: Case #: 00-2589

Insp: KELLY, S Insp Grp: ENF Insp Area: 11 Tax Acct: 502020480

Address: 2121 ABELL LN Apt #: Zip: 21152

Problem Descript.: BUSINESS FROM RESIDENCE;

Complainant Name (Last): TERRY (First): FRANK

Complainant Addr: State: Zip:

Complainant City: State: Zip:

Complainant Phone (H): (W):

Date of Reinspection: 4202001 Date Closed: Delete Code (P):

F3=Exit
F9=Insert

F5=Refresh
F10=Entry

F6=Select format
F11=Change

Case Entry/Update
Format : CASREC

Mode : CHANGE
File : PDLV0001

Notes: 00-2589 2121 ABELL LANE 8/9 NEW P/U
9/8 (J.THOMPSON).** 9/8/00, FILING DATE OF SPECIAL HEARING PETITION, 10/25/00 9:
00 AM, JHT. 9/18 P/U 10/15 PER (J.T).** 10/26 (J.T) WILL LET ME KNOW ABOUT THIS
. P/U 11/7(R.C). 11/2/00 - TO FILE PETITION, JHT. ***12/19/00, NEW P/U DATE,
1/31/01, JHT. *** 12/19 PER (J.T'S) ATTORNEY -(BARHIGHT) LETTER TO ATTY. P/U 2/1
/01(R.C). ***2/2/01, NEED TO SPEAK TO JT, HE IS HANDLING CASE, 2/5/01, SPOKE
WITH JT, HE IS DRAFTING NEW LETTER TO ATTORNEY BARHIGHT & WILL GIVE HIM DEAD LIN
E FOR HEARING, WILL GET LETTER & ADJUST POP UP, S KELLY. *** 3/7/01 SPOKE W
/ LAWYERS OFFICE , WILL DELIEVER CITATION ON 3/8/01 . P/U FOR HEARING ON 4/20/01
(S.K) **3/12/01-PUT ON DOCKET 4/24/01. **3/14/01-REINSPECT FOR HEARING. REIN
SPECT 4/20/01. (MSK) **3/13/01-NOTICE OF INTENTION TO DEFEND SIGNED & RETURNED
BY FREDERICK BESTE. LETTER FROM G SCOTT BARHIGHT, ESQUIRE, ON BEHALF OF VIRGINI
A AND FREDERICK BESTE.

F3=Exit
F9=Insert

F5=Refresh
F10=Entry

F6=Select format
F11=Change

DATE: 02/05/2001

STANDARD ASSESSMENT INQUIRY (1)

RA1001B

TIME: 16:58:02

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	LOAD DATE
05 02 020480	05	2-3	04-00	D	NO		01/08/01

BESTE FREDERICK J

DESC-1.. IMPS16.096 AC ES

BESTE VIRGINIA HEAVENLY

DESC-2.. 5200 NW STRINGTOWN RD

1940 AKEHURST RD

PREMISE. 01940 AKEHURST

RD

00000-0000

SPARKS

MD 21152-9531 FORMER OWNER: BESTE FREDERICK J, JR

FCV		PHASED IN		
PRIOR	PROPOSED	CURR	CURR	PRIOR
		FCV	ASSESS	ASSESS
LAND:	94,180	117,720		
IMPV:	222,450	233,520	TOTAL.. 351,240	351,240
TOTL:	316,630	351,240	PREF... 0	135,880
PREF:	0	0	CURT... 190,200	0
CURT:	171,200	190,200	EXEMPT. 0	73,540
DATE:	10/95	10/97		0

TAXABLE BASIS		FM DATE
01/02 ASSESS:	351,240	09/30/00
00/01 ASSESS:	135,880	06/01/00
99/00 ASSESS:	131,260	06/04/99

ENTER-INQUIRY2 PA1-PRINT PF4-MENU PF5-QUIT PF7-CROSS REF

LEASE

THIS LEASE, made this 16 day of January, 2001 between Riepe Industries, Inc. ("Lessor") and Woodwrite Ltd. ("Lessee").

In consideration of the mutual agreements herein contained, Lessor does hereby Lease unto Lessee, and Lessee does hereby Lease from Lessor, the hereinafter described Leased Premises, upon the following terms and conditions:

Article 1. Demise; Permitted Use.

Section 1.01. Lessor does hereby Lease to Lessee that property known as 10015 Products Drive, Cockeysville, MD (the "Property"), consisting of a two story building and an adjoining parking lot, and more particularly described on the Plat attached as Exhibit A (the "Leased Premises"), for use in the light manufacturing of wood products and the sale of wood and such manufactured wood products. The Lessee warrants and represents that it has investigated applicable zoning regulations and that its intended use of the Leased Premises is permitted under existing zoning rules and regulations.

Section 1.02. Lessee shall not use the Leased Premises for any other purpose without first obtaining Lessor's written consent, which shall not be unreasonably withheld or delayed. In no event shall any portion of the Leased Premises be used for any unlawful purpose.

Section 1.03. To have and to hold the Leased Premises, together with the tenements, hereditaments, appurtenances and easements thereunto belonging, at the rental and upon the terms and conditions herein stated, for the following term (the "Lease Term"):

A. The Lease Term shall commence February 1, 2001 (the "Commencement Date") and shall terminate on February 28, 2006. Lessor shall have the right to terminate the Lease Term at any time upon six months written notice to Lessee, in which event the Lessee shall not be obligated to pay any rent during the six months following such notice.

B. In addition to the Leased Premises, Lessee shall have the right of non-exclusive use in common with others, of that portion of Products Drive leading from the Leased Premises to Industry Lane, subject to such rules and regulations as Lessor may, from time to time, prescribe governing such common area. Lessor shall at all times have full and exclusive control, management and direction of all common areas and may from time to time change the location, layout and arrangement of the Products Drive. The Lessee further covenants and agrees not to pile or store any goods on the common areas.

Article 2. Rental.

Section 2.01. Lessee does hereby agree to pay to Lessor as rent for the Leased Premises the rent as hereinafter provided during the Lease Term without notice or demand, and without abatement, deduction or setoff.

Section 2.02. The installments of rent shall be as follows:

	<u>Annual Rent</u>	<u>Monthly Installment</u>
February 1, 2001 to February 28, 2001		
March 1, 2001 to February 28, 2002		\$
March 1, 2002 to February 28, 2003	\$	\$
March 1, 2003 to February 29, 2004	\$	\$
March 1, 2004 to February 28, 2005	\$	\$
March 1, 2005 to February 28, 2006	\$	\$

Section 2.03. Rent shall be paid in equal monthly installments, in advance, on the first day of each month. In the event any monthly installment of rent is not paid by the tenth calendar day of the month, there shall be a late charge of ten percent of the monthly installment due, which shall constitute additional rent hereunder. Rent for March 2001 rent shall be paid upon execution of this Lease.

Section 2.04. Upon execution hereof, Lessee shall pay to Lessor the sum of \$1,500.00, which shall be held by Lessor as security for the performance by Lessee of the terms and conditions of this Lease. In no instance shall the amount of such security deposit be considered a measure of liquidated damages. All or any part of the said deposit may be applied by Lessor in total or partial satisfaction of any default by Lessee. The application of all or any part of the deposit to any obligation or default of Lessee under this Lease shall not deprive Lessor of any other rights and remedies Lessor may have nor shall such application by Lessor constitute a waiver by Lessor. If all or any part of the security deposit is applied to an obligation of Lessee hereunder, Lessor shall have the right to call upon Lessee to restore the said security deposit to its original amount by giving notice to Lessee and Lessee shall immediately restore such security deposit by payment thereof to Lessor. Lessor shall return the deposit, not applied as above, with interest at the simple rate of three percent per annum, within thirty days after termination of the Lease.

Article 3. Utilities; Real Estate Taxes; Trash.

Section 3.01. Lessee agrees that it will, as the same becomes due and payable, pay to the public officers charged with the collection thereof, or to the person or persons furnishing the same, all charges for gas, electricity, heat, licenses, and minor privilege fees, for the Leased Premises. Lessee will, at all times, save harmless the Lessor, the Leased Premises and all improvements hereafter placed upon the same for liens arising out of the non-payment of the foregoing utilities.

Section 3.02. Lessor shall pay the real property taxes for the Leased Premises, and all water, sewage, sewer service and sewer disposal charges for the Leased Premises.

Section 3.03. Lessee will arrange for all trash hauling, at its own expense.

Article 4. Lessee's Furniture, Fixtures And Equipment.

Section 4.01. Lessee may place or install on and/or in the Leased Premises such fixtures and equipment as it shall reasonably deem desirable for the conduct of business therein. After receiving the prior written consent of Lessor, which shall not be unreasonably withheld, Lessee shall have the right to erect signs in and over the Leased Premises and on the outside of the building improvements thereon, subject to applicable zoning and property use laws. All leasehold improvements, and heating and air conditioning systems, at the Leased Premises on the Commencement Date, and all replacements thereof, shall be considered as part of the Leased Premises and shall remain at the Leased Premises following termination of this Lease; Lessee may not grant any lien therein nor permit any lien to attach thereto. All other personal property, signs, fixtures and equipment used in the conduct of Lessee's business placed by Lessee on or in said premises, shall not become a part of the realty, but shall retain their status as personalty and shall be removed by Lessee prior to the termination of this Lease. Any damage or loss of any nature to the Leased Premises or the improvements thereon caused by the removal of such property shall be immediately (and in all events prior to the termination of this Lease) repaired by Lessee at its expense, regardless of fault or by whom such damage shall be caused so that the Leased Premises shall be restored to the same condition in which it was prior to said bringing into, installing, or removing from, the Leased Premises of such property.

Article 5. Insurance.

Section 5.01. Lessee shall indemnify and save Lessor harmless from any and all liability, damage, expense, cause of action, suits claims, judgments, costs and expenses, including legal fees, arising from injury to person or property on the Leased Premises, or upon the adjoining streets and sidewalks, except such liability resulting from acts or omissions of Lessor. Lessee shall also carry and pay for a public liability policy protecting Lessor with limits not less than \$1,000,000/\$2,000,000 for public liability and \$500,000 for property damage, or such greater amounts as Lessor may reasonably require from time to time consistent with coverages for similar properties and uses in similar locations, and furnish all named insureds with a certificate of the same. Lessee will further carry and pay for worker's compensation insurance for its employees, and furnish Lessor with a certificate of the same.

Section 5.02. During the Lease Term, Lessor shall maintain at its sole cost and expense insurance against loss or damage by fire and such other risks and hazards to the Leased Premises as are insurable under present and future standard forms of fire and extended coverage insurance policies, in an amount equal to the actual replacement cost of all improvements on the Leased Premises. Said policy or policies to provide that

payment for any losses covered under or by said policy or policies of insurance shall be made to Lessor to be applied as provided in Article 11 of this Lease. Unless caused by Lessor's gross negligence or willful misconduct, Lessor shall not be liable for interruption to Lessee's business or for damage to or replacement or repair to Lessee's personal property (including, without limitation, inventory, contents, trade fixtures, floor coverings, furniture and other property removable by Lessee under the provisions of this Lease, whether owned by Lessee or others) or to any leasehold improvements installed on or in the Leased Premises, all of which damage, replacement or repair shall be Lessee's sole risk. Lessee agrees that any increase in the fire insurance premiums on the Property caused by the occupancy of the Lessee shall be immediately due and payable by Lessee to Lessor and considered additional rent under this Lease.

Section 5.03. During the Lease Term, Lessee shall maintain at its sole cost and expense, standard fire and extended coverage insurance on its trade fixtures, merchandise, inventory and other personal property in the Leased Premises for their full replacement value. Lessor shall not be liable to Lessee for any damage to any such property or to any property required to be insured by Lessee.

Section 5.04. Lessee will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will violate the policies of hazard or liability insurance or which will prevent Lessee from procuring such policies in companies acceptable to Lessor.

Section 5.05. The company or companies writing any insurance which Lessee is required to carry and maintain or cause to be carried or maintained pursuant to this Article as well as the form of such insurance shall at all times be subject to Lessor's reasonable approval and any such company or companies shall be licensed to do business in the State in which the Leased Premises are located. Insurance policies evidencing such insurance shall name Lessor or its designee as additional insured and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty days' written notice to Lessor or its designee. Each such policy, or a certificate thereof, shall be deposited with Lessor by Lessee promptly upon execution of this Lease and any change in coverage. If Lessee shall fail to perform any of its obligations under this Article, Lessor may perform the same and the cost of same shall be deemed additional rent and shall be payable upon Lessor's demand.

Article 6. Repairs, Maintenance And Alterations.

Section 6.01. As of the Commencement Date, the heating system servicing the Leased Premises shall be good working order and the roof free of leaks.

Section 6.02. Lessor shall maintain the heating system in good working order during the Lease Term, provided that Lessee shall be responsible for any repairs needed by reason of the intentional or negligent act of Lessee, its employees, customers and invitees. Lessee shall promptly give written notice to Lessor of any need for repairs, and provided Lessor timely makes required repairs Lessor shall have no liability for any damage to any of Lessee's equipment, inventory or other contents.

Section 6.03. Except as above provided, Lessee will during the Lease Term keep the Leased Premises in good order and condition and will make necessary repairs thereto at its own expense. The Lessee will at the expiration of the Lease Term or at the sooner termination thereof by forfeiture or otherwise, deliver up the Leased Premises in as good order and condition as at the Commencement Date, ordinary wear and tear excepted, broom clean and free and clear of all trash and property of Lessee. During the Lease Term, Lessee will maintain the grounds and parking area of the Leased Premises, and shall be responsible for snow removal.

Section 6.04. Lessee covenants and agrees not to commit or suffer any waste on the Leased Premises, and not to make any changes or alterations in the Leased Premises without first obtaining the written consent of the Lessor to the same, which consent shall not be unreasonably withheld after submittal to Lessor of the following: the plans and specifications of such intended changes and alterations; a list of all contractors, subcontractors and material suppliers for such work; copies of all governmental permits required for the work; and evidence of Lessee's ability to pay for the same. If after having obtained such consent and approval, if Lessee determines to proceed with such changes and alterations the Lessee will at its own expense make the same within the time (subject to delays beyond its control) and in such manner as shall be so approved, and Lessee shall indemnify and save harmless the Lessor and the Leased Premises from and against any and all liens, claims for damages and other charges and claims of every kind and nature incurred in or arising from the same. Lessee further agrees that it will not permit any mechanic's,

materialmen's, or other liens to stand against the Leased Premises for work or materials furnished Lessee in connection with any such alterations, remodeling, additions or new construction, and shall immediately cause any such liens to be discharged and released. Unless Lessor shall elect that all or any part of such alterations referred to in or contemplated by the provisions of this Article shall remain, the Leased Premises shall be restored to their original condition (except as to any part of said alterations which the Lessor shall elect to remain) by the Lessee before the expiration of its tenancy, at its own expense.

Section 6.05. It is understood and agreed that the Lessor, and its agents, servants and employees, including any builder or contractor employed by the Lessor, shall have, and the Lessee hereby gives them, and each of them, the right, license and permission, to enter through, across or upon the Leased Premises or any part thereof for any of the following purposes: to perform any work, repair or other obligation on the Leased Premises that Lessee has failed to perform upon ten days advance written notice (unless Lessor in its good faith judgment believes it would be significantly injured by failure to take immediate action or if an emergency situation exists); to perform any obligation on the Leased Premises that Lessor may have under this Lease; and to conduct routine inspections of the Leased Premises. Any such entry shall be at reasonable times during normal business hours and upon reasonable advance written notice (unless Lessor in its good faith judgment believes it would be significantly injured by failure to take immediate action or if an emergency situation exists), and shall be in such manner as shall not unreasonably interfere with the due operation of Lessee's business.

Section 6.06. Lessee, at its sole cost and expense shall comply with and shall cause the Leased Premises to comply with all rules, orders and regulations of the National Board of Fire Underwriters or Lessor's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Leased Premises; and all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances, including but not limited to those which require the making of any unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same.

Article 7. Assignment; Subletting.

Section 7.01. Lessee may not assign this Lease in whole or in part, or sublet all or any part of the Leased Premises, without first obtaining the written consent of Lessor, which consent may be withheld in Lessor's sole subjective determination. This prohibition includes, without limitation: (a) any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Lessee's corporate or proprietary structure; (b) an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings; (c) the transfer of more than fifty percent of the common stock of Lessee to any parties; and (d) the sale, assignment or transfer of all or substantially all of the assets of Lessee with or without specific assignment of Lease.

Section 7.02. In the event of a lease, assignment or other transfer of the Leased Premises or any portion thereof or of this Lease, which results in the Lessee, assignee or transferee paying rent (or the equivalent thereof) in excess of the rent to be paid to Lessor hereunder, such excess shall be paid to Lessor as additional rent hereunder.

Section 7.03. Notwithstanding that Lessee may take any of the foregoing actions with Lessor's consent, Lessee shall in all events remain fully liable for payment of all rent and other sums due hereunder, and for performance of all other covenants contained in this Lease and shall not be released therefrom by virtue of Lessee's consent to such action. At such time or times as Lessee shall require Lessor's consent as hereinabove required, Lessee shall pay Lessor's reasonable counsel fee in connection therewith.

Section 7.04. The acceptance by Lessor of the payment of rent following any assignment or other action prohibited by this Article shall not be deemed to be a consent by Lessor to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Lessor hereunder or thereafter arising.

Section 7.05. Without first obtaining the written consent of Lessor, Lessee may not pledge or secure by mortgage or other instruments this Lease.

Article 8. End Of Lease Term; Holding Over.

Section 8.01. Unless terminated earlier, this Lease and the tenancy hereby created shall cease and terminate at the end of the Lease Term without any further notice of termination from either Lessor or Lessee, and Lessee hereby waives notice to remove and agrees that Lessor shall be entitled to the benefit of law respecting summary recovery of possession of premises for a tenant holding over to the same extent as if statutory notice were given. Lessee further waives all rights of redemption it may have in connection with any eviction proceeding brought by Lessor for non-payment of rent by Lessee if any such proceeding is brought more than once in any calendar Year.

Section 8.02. If Lessee holds over or remains in possession of the Leased Premises after expiration of this Lease or after any sooner termination thereof, without any new lease of said premises being entered into between the parties hereto, such holding over or continued possession shall, if rent is paid by Lessee and accepted by Lessor for or during any period of time Lessee holds over or remains in possession, create a tenancy from month to month only, upon the same terms (other than length of term and annual rent) herein specified, which may at any time be terminated by either party by thirty days written notice given to the other party. Rent during any such hold over period shall be at 150% the rent which would be required if this Lease were in effect.

Article 9. Quiet Enjoyment.

Section 9.01. Lessor warrants that it has the right to Lease the Leased Premises to Lessee. Provided Lessee is not in default of this Lease, Lessee shall have peaceful and quiet use and possession of the Leased Premises.

Article 10. Default.

Section 10.01. Any one or more of the following events shall constitute an "Event of Default":

A. The failure of Lessee to pay any rent or additional rent or other sum of money within ten days after the same is due hereunder.

B. Default by Lessee in the performance or observance of any covenant or agreement of this Lease (other than a default involving the payment of money), which default is not cured within thirty days after the giving of notice thereof by Lessor, unless such default is of such nature that it cannot be cured within such thirty day period, in which case no Event of Default shall occur so long as Lessee shall commence the curing of the default within such thirty day period and shall thereafter diligently prosecute the curing of same.

C. The occurrence of any of the following unless withdrawn or dismissed within sixty days after the date of filing: the sale of Lessee's interest in the Leased Premises under attachment, execution or similar legal process; the commencement of a case under any chapter of the federal Bankruptcy Code by or against Lessee; the filing of a voluntary or involuntary petition proposing the adjudication of Lessee as bankrupt or insolvent; the appointment of a receiver or trustee for the business or property of Lessee; the making by Lessee of an assignment for the benefit of its creditors, or if in any other manner Lessee's interest in this Lease shall pass to another by operation of law; the admission in writing by Lessee of its inability to pay its debts when due.

D. The occurrence of any other event described as constituting a default elsewhere in this Lease.

Section 10.02. Upon the occurrence and continuance of an Event of Default, Lessor, without notice to Lessee in any instance (except where expressly provided for below) may do any one or more of the following:

A. Perform, on behalf and at the expense of Lessee, any obligation of Lessee under this Lease which Lessee has failed to perform and of which Lessor shall have given Lessee ten days advance written notice. The cost of which performance by Lessor, together with interest thereon at eighteen percent per annum from the date of such expenditure, shall be deemed additional rent and shall be payable by Lessee to Lessor upon demand. Regardless of whether an Event of Default shall have occurred, Lessor may perform any such obligation of Lessee without any notice to Lessee if the same, in Lessor's good faith determination, constitutes an emergency.

B. Without judicial process but provided Lessee acts in accordance with law, enter the Leased Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Lessee situated in the Leased Premises without liability for trespass or conversion, and may sell all or any part thereof at public or private sale. Lessee agrees that ten days' prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale and caring for or storing said property, including all reasonable attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be or may become due from Lessee or Lessor; and third, to pay the Lessee, on demand in writing, any surplus remaining after all indebtedness of Lessee to Lessor has been fully paid.

C. Elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Lessee, and reenter the Leased Premises and may remove in accordance with law Lessee (if Lessee is still in possession) and all other persons (then in possession) and property from the Leased Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee, without Lessor being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

D. If this Lease is terminated Lessor may relet the Leased Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Lease Term) and on such terms and conditions (which may include concessions or free rent and alterations of the Leased Premises) as Lessor, in its absolute discretion, may determine. Lessor shall use reasonable efforts to relet the Leased Premises; Lessor shall not, however, be liable for, nor shall Lessee's obligations hereunder be diminished by reason of, any failure by Lessor to relet the Leased Premises or any failure by Lessor to collect any rent due upon such reletting.

E. Exercise any other legal or equitable right or remedy which it may have.

F. Any reasonable costs and expenses incurred by Lessor (including, without limitation, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be deemed to be additional rent and shall be repaid to Lessor by Lessee upon demand.

Section 10.03. If this Lease is terminated by Lessor pursuant to this Article, Lessee nevertheless shall remain liable for:

A. Any damages to the Leased Premises for which Lessee is responsible under this Lease, through the date the Leased Premises are rented to others; and

B. All reasonable costs, fees and expenses including, but not limited to, reasonable attorney's fees, reasonable brokerage fees, costs and expenses incurred by Lessor in pursuit of its remedies hereunder and/or in renting the Leased Premises to others; and

C. All rent, additional rent, and other money due by Lessee to Lessor under this Lease through the date of termination; and

D. Additional Damages which, at Lessor's election, shall be either:

i) An amount equal to the rent which, but for termination of this Lease, would have become due during the remainder of the Lease Term, less the fair rental value of the Leased Premises as determined by a duly qualified independent real estate appraiser named by Lessor, in which case such Additional Damages shall be payable to Lessor in one lump sum on demand and shall bear interest at the rate of eighteen percent per annum until paid; or

ii) An amount equal to the rent which, but for termination of this Lease, would have become due during the remainder of the Lease Term, less the amount of any rent which Lessor shall receive during such period from others to whom the Leased Premises may be rented. Such Additional Damages shall be payable in monthly installments, in advance, on the first day of each calendar month following termination of the Lease and continuing until the date on which the Lease Term would have expired but for such termination, and any suit

or action brought to collect any such Additional Damages for any period shall not in any manner prejudice the right of Lessor to collect any Additional Damages for any subsequent period by a similar proceeding. In computing such Additional Damages, Lessor may relet the Leased Premises or any part thereof, alone or together with other premises, for such terms or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Lease Term) and on such terms and conditions (which may include concessions or free rent and alternations of the Leased Premises) as Lessor, in its reasonable discretion, may determine.

E. All amounts due by Lessee to Lessor shall bear interest at the rate of eighteen percent per annum.

Section 10.04. In the event of an assignment by operation of law under the federal Bankruptcy Code, or any state bankruptcy or insolvency law and Lessor elects not to terminate this Lease under this Article, the assignee shall provide Lessor with adequate assurance of future performance of all of the terms, conditions and covenants of the Lease, which shall include, but which shall not be limited to, assumption of all the terms, covenants and conditions of the Lease by the assignee and by the assignee evidencing to Lessor that assignee has sufficient capital to pay the rent and other charges due under the Lease for the entire Lease Term.

Article 11. Casualty Loss.

Section 11.01. Subject to the provisions of the following Section, in the event of loss of, damage to, or destruction of the building and/or any improvements of any nature on the Leased Premises by fire or other casualty during the Lease Term, Lessor shall rebuild or repair the same. In the event that the building is rendered totally unusable by Lessee, rent shall abate until such time as the building is repaired; in the event that the building is rendered partly unusable, rent shall be partially reduced to equitably reflect the reduced use of the building until such time as the building is repaired.

Section 11.02. In the event of loss of, damage to, or destruction of the building and/or any improvements of any nature on the Leased Premises by any casualty that results in a "total loss" for insurance purposes, or in the event of a casualty that cannot reasonably be repaired within 120 days after the date of the casualty, either party may elect to terminate this Lease by giving to the other notice of such election within thirty days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, all insurance proceeds shall be retained by Lessor, and Lessee shall have no further rent obligations hereunder (other than any rent due Lessor by reason of Lessee's failure to perform any of its obligations hereunder for the period prior to the effective date of termination).

Article 12. Eminent Domain.

Section 12.01. Subject to the provisions of the following Section, if any part of the Leased Premises shall be taken under the power of eminent domain or other similar governmental action or sold under threat thereof, this Lease shall terminate as to the part so taken on the date Lessee is required to yield possession thereof to the condemning authority. This Lease, unless terminated as hereinafter provided and an Event of Default has not occurred, shall continue in full force and effect as to the part not so taken with an equitable reduction in rent. In the event that the Lease continues as to the part not so taken or sold, Lessor shall restore the part not taken to useful condition as a complete architectural unit.

Section 12.02. If all or any portion of the building on the Leased Premises is taken under the provisions of the preceding Section, or if the portion taken is such that the remainder of the Leased Premises is rendered unsuitable for the use permitted hereunder, then either party may elect to terminate this Lease on the date Lessee is required to yield possession thereof to the condemning authority, by giving sixty days advance notice thereof.

Section 12.03. If any notice of termination is given pursuant to this Article, this Lease and the rights and obligations of the parties hereunder shall cease as of the date of such notice and rent (other than any additional rent due Lessor by reason of Lessee's failure to perform any of its obligations hereunder for the period prior to the effective date of termination) shall be prorated as of the date of such termination for the part not taken and as of the date of such termination or the date possession is given, whichever is earlier, for the part taken.

Section 12.04. All compensation awarded for any taking of the Leased Premises or any interest therein shall belong to and be the property of Lessor. Nothing contained herein shall prevent Lessee from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of Lessee's trade fixtures, or loss of Lessee's business.

Article 13. Notice.

Section 13.01. Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party hereto shall be in writing and deemed to have been provided (a) if such party's receipt thereof is acknowledged in writing upon being given by hand or other actual delivery to such party or (b) forty-eight hours after being sent as certified or registered United States mail, postage prepaid, return receipt requested, addressed, if to Lessor: c/o Mary Riepe 160 Church Lane, P.O. Box 249, Cockeysville, MD 21030; and if to Lessee at the Leased Premises. The person and the place to which notices are to be mailed may be changed from time to time by written notice given to the other party.

Article 14. Subordination; Attornment.

Section 14.01. This Lease shall be subordinate to any mortgage or deed of trust now or hereafter placed upon the Leased Premises.

Section 14.02. If any person shall succeed to all or part of Lessor's interest in the Leased Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, and if so requested or required by such successor in interest Lessee shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request. If Lessee fails upon reasonable request to promptly execute and deliver such instrument, Lessee hereby irrevocably appoints Lessor or the successor lessor the attorney-in-fact of Lessee to execute and deliver such instrument on behalf of Lessee. Upon attornment, this Lease shall continue in full force and effect as, or if it were, a direct Lease between the successor lessor and Lessee upon all of the terms, conditions and covenants as are set forth in this Lease.

Article 15. Estoppel Letter.

Section 15.01. At any time and from time to time, within fifteen days after a party hereto (the "Requesting Party") shall request the same, the other party (the "Other Party") will execute, acknowledge and deliver to the Requesting Party or other recipient as may be designated by the Requesting Party, a certificate in acceptable form with respect to the matters required by the Requesting Party and such other matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested; in the event that the Other Party reasonably believes that a matter set forth in such certificate is incorrect, it may so indicate in the certificate. In the event that the Other Party fails to provide such certificate within fifteen days after request therefor by the Requesting Party, the Other Party shall be deemed to have approved the contents of any such certificate submitted to the Other Party by the Requesting Party and the Requesting Party is hereby authorized to so certify.

Article 16. Environmental Matters.

Section 16.01. Lessee's business shall at all times during the Lease Term be conducted in material compliance with all applicable statutes, rules, regulations, ordinances and orders of any governmental authority, including without limitation those relating to the environment, hazardous substances, hazardous material, and hazardous waste, including petroleum products and radioactive materials (collectively, "hazardous substances"). Lessee shall not generate, treat, store, recycle or dispose of any hazardous substances on the Leased Premises except in compliance with all applicable environmental laws, nor permit anyone else to generate, treat, store, recycle or dispose of any hazardous substances on the Leased Premises. Lessee shall furnish to Lessor, within five days following receipt thereof, with a copy of any notice, citation, summons or order issued, complaint filed, penalty assessed, and investigation or review pending or threatened by any governmental authority with respect to any alleged violation in the conduct by Lessee at the Leased Premises of any environmental statute, ordinance, rule, regulation or order of any governmental authority. Lessee shall, at all times during and after the Lease Term, indemnify and hold harmless

Lessor from and against any losses, liabilities, claims, demands, costs and expenses (including reasonable attorney's fees) resulting from the breach of any of the warranties, representations and agreements set forth in this Article.

Article 17. Miscellaneous.

Section 17.01. Lessor reserves the right, at any time within six months preceding the expiration of the Lease Term, to place notices on the Leased Premises offering the Leased Premises "for rent" or "for sale", and such notice or notices shall not be removed by Lessee, or Lessee's agents or employees.

Section 17.02. No reference to any specific right or remedy shall preclude any party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by any party to insist upon strict performance of any agreement, term, or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by any party of any breach by the other party under this Lease shall affect or alter this Lease in any way whatsoever.

Section 17.03. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors and assigns and shall be binding upon Lessee, its successors and assigns and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment of this Lease by Lessor has been consented to by Lessor. Upon any sale or other transfer by Lessor of Lessor's interest in the Leased Premises, Lessor shall be relieved of any obligations under this Lease occurring thereafter.

Section 17.04. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No representations or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

Section 17.05. If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.06. It is agreed that for the purpose of any suit brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained on said Lease as successive periodic sums shall mature under said Lease, and it is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted, and the Lessee agrees that it will not in any suit or suits brought on this Lease for matured sum for which judgment has not previously been received, plead, rely on or urge as a bar to said suit or suits, the defenses of res judicata, former recovery, extinguishment, merger, election of remedies or other similar defenses.

Section 17.07. In the event Lessor commences any proceedings for non-payment of rent or additional rent, Lessee will not interpose any counterclaim or whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Lessee's right to assert such claims in any separate action or actions brought by Lessee. This provision does not apply to compulsory counterclaims.

Section 17.08. The persons executing this Lease on behalf of Lessee hereby covenant and warrant that: Lessee is a duly constituted corporation qualified to do business in the state in which the Leased Premises is located; all Lessee's company taxes have been paid to date; all future forms, reports, fees and other documents necessary for Lessee to comply with applicable laws will be filed by Lessee when due; and such persons are duly authorized by the board or directors of the Lessee to execute and deliver this Lease on behalf of Lessee. The persons executing this Lease on behalf of Lessor hereby covenant and warrant that: Lessor is a duly constituted limited liability company qualified to do business in the state in which the Leased Premises is located; all Lessor's company taxes have

been paid to date; all future forms, reports, fees and other documents necessary for Lessor to comply with applicable laws will be filed by Lessor when due; and such persons are duly authorized by the members of such company to execute and deliver this Lease on behalf of Lessor.

Section 17.09. This Lease shall be construed in accordance with the laws of Maryland.

Section 17.10. If either party desires to record this Lease or a memorandum thereof, all costs of recordation, including any recordation tax, shall be paid by the party recording this Lease. Each party shall execute a Memorandum of Lease for recordation if so requested by the other party.

Section 17.11. LESSOR AND LESSEE HEREBY MUTUALLY WAIVE ANY AND ALL RIGHTS WHICH EITHER MAY HAVE TO REQUEST A JURY TRIAL IN ANY PROCEEDING AT LAW OR IN EQUITY IN ANY COURT OF COMPETENT JURISDICTION IN ANY MATTER ARISING OUT OF THIS LEASE OR RELATED TO THE LEASED PREMISES.

Section 17.12. Lessor and Lessee represent to the other that there is no broker involved in this transaction.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

WITNESS:

Regina A. Klevring

Riepe Industries, Inc.

Mary S. Riepe (SEAL)
Mary Riepe, President

WITNESS:

Brenda L. Donaldson

Woodwrite Ltd.

By: FJP Best (SEAL)
Frederick J. Best, President

WORDOX #8305.DOC-1/11/01-V5

Exhibit A
Lease Premises Plat

MA.P.51 G2D D

P. 222

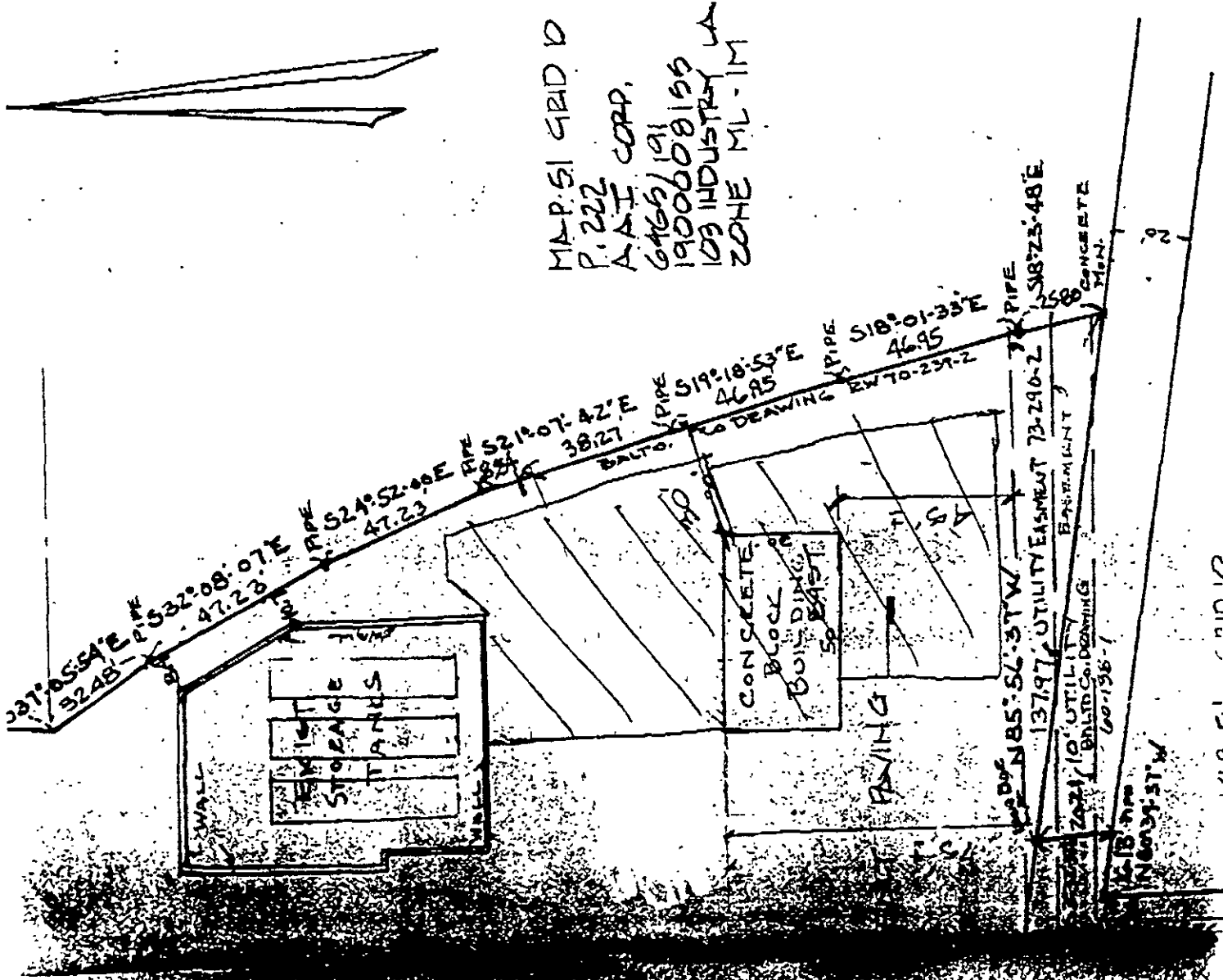
444 Corp.

6465, 191

9918090061

23 Housh

11-11-71



GUARANTY OF LEASE

FOR VALUE RECEIVED and in consideration for, and as an inducement to Riepe Industries, Inc. ("Lessor") for entering into the Lease (the "Lease") dated 1-16, 2001, with Woodwrite, Ltd. ("Lessee"), executed simultaneously herewith and to which this Guaranty is attached, the undersigned (the "Guarantor") hereby guarantees to the Lessor, its successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Lessee, and Lessee's successors and assigns, and expressly agree that the validity of this agreement and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assertion by the Lessor against the Lessee of any of the rights or remedies reserved to the Lessor pursuant to the provisions of the within Lease, or by reason of the waiver by the Lessor of, or the failure of the Lessor to enforce any of the terms, covenants or conditions of said Lease, or the granting of any indulgence or extension of time to the Lessee, all of which may be given or done without notice to the Guarantor. Guarantor waives notice of default in the payment of rent, additional rent or any other amounts contained or reserved in said Lease, or notice of a breach or non-performance of any of the covenants, conditions or agreements contained in said Lease and agrees to be subject to any suit or action whatsoever by Lessor as if undersigned was Lessee. Guarantor further covenants and agrees that this agreement and guaranty shall remain and continue in full force and effect as to any amendments, modification, renewal or extension of the within Lease, to all of which the undersigned hereby covenants in advance. Guarantor further agrees that his liability under this agreement and guaranty shall, at Lessor's option, be primary, and that in any right of action which shall accrue to the Lessor under the Lease, the Lessor may, at its option, proceed against the undersigned without having commenced any action or having obtained any judgment against the Lessee. No assignment of the within Lease shall operate to extinguish or diminish the liability of Guarantor under this agreement and guaranty.

WITNESS:

Brenda Lee Donaldson

Frederick J. Beste (SEAL.)

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT

County Office Building, Room 111
111 West Chesapeake Avenue
Towson, Maryland 21204

BALTIMORE COUNTY, Plaintiff, vs. FREDERICK + VIRGINIA BESTE, Defendant

Hearing Date 04-24-01 Issued Date 03-05-01 Expiration Date 03-21-01

REQUEST FOR SERVICE

Please serve the attached process on the person shown.

ORDER FOR SERVICE

You are hereby commanded to serve the attached process and to make your return promptly on this Order if served, and if you are unable to serve, you are to make your return on this Order and return the original process no later than the last day following the termination of the validity of the process.

PROOF OF SERVICE

I hereby CERTIFY that:

☐ A Citation and all other papers filed with it were served by restricted delivery mail, return card attached.

☐ A Citation and all other papers filed with it were served by personal delivery to SCOTT BARHEIGHT,
Name
ATTORNEY, on 3-9-01, at 11:30 a.m./p.m.
Title Date Time

Description of defendant: Race 2 Sex F Height 5'8" BY RETURN GRABING
Weight 160 Age 48 Other _____

☐ The premises at _____ were posted.

☐ I was unable to serve because _____

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief, and do further affirm that I am a competent person over 18 years of age and not a party to the case.

David J. Taylor
Signature
111 W CHESAPEAKE AVE
Address

S. F. ICHIA
Title
337-8099
Telephone No

3-9-01
Date

11:35
Time a.m./p.m.

Subject: Case No. 00-2589, 2121 Abell Lane

Date: Wed, 09 Aug 2000 16:13:56 -0400

From: PDM Code Enforcement <pdmenforce@co.ba.md.us>

To: woody1912@hotmail.com

Dear Mr. Terry:

Please be advised that presently we have granted an extension in this case to September 8, 2000. By this date, it will be necessary for Mr. Beste's attorney Ernest C. Trimble to have established an appointment review date to file the required non conforming use petition.

In addition, if you have prepared a log of the alleged business activities from 2121 Abell Lane as suggested to you by Director Arnold Jablon, on May 2, 2000, please share that information with us as soon as possible.

Finally, it will be necessary to have your current address filed with this department, so that Zoning Review can update you of the scheduling of the upcoming public hearing.

Sincerely,

James H. Thompson
Code Inspection and
Enforcement Supervisor
410-887-3353

cc: Ernest C. Trimble, Esq. - 410-252-0030
316 Merrie Hunt Dr.
Lutherville, MD 21093

Note Filing of Petition
At 9 AM
10/25/00



Baltimore County
Department of Permits and
Development Management

Code Inspections and
Enforcement
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmenforce@co.ba.md.us
pdminspect@co.ba.md.us

November 2, 2000

The Honorable Ernest C. Trimble
316 Merrie Hunt Drive
Lutherville, MD 21093

Dear Mr. Trimble:

RE: Case Number 00-2589, 2121 Abell Lane

It has most recently been brought to my attention that on your petition filing date of October 25, 2000, you had failed to properly prepare all necessary documents for filing. Thus, Jeffrey Perlow of Zoning Review ultimately established a new petition review date of November 30, 2000 at 9:00 a.m.

If the Petition for Special Hearing is submitted in an unacceptable manner and once again rejected by our department, the Bureau of Code Enforcement will immediately issue a citation imposing monetary fines against your client. If clarification is necessary on any aspect of the petition filing, please consult the Zoning Review Supervisor, Carl Richards, at 410-887-3391. The time frame that has elapsed in this case is unacceptable.

Sincerely,

A handwritten signature in black ink, appearing to read "J. H. Thompson", written over a horizontal line.

James H. Thompson
Code Inspections and
Enforcement Supervisor

JHT:scj

C: Inspector Robyn Clark

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



Baltimore County
Department of Permits and
Development Management

Code Inspections and
Enforcement
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmenforce@co.ba.md.us
pdminspect@co.ba.md.us

December 19, 2000

G. Scott Barhight, Esquire
Whiteford, Taylor & Preston, LLP
210 West Pennsylvania Avenue
Towson, MD 21204-4515

Dear Mr. Barhight:

RE: Case Number 00-2589, 2121 Abell Lane

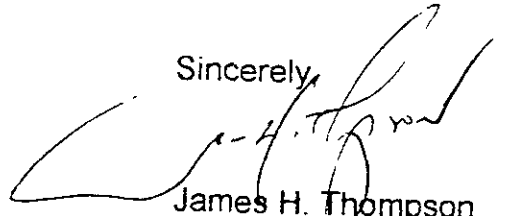
As per our conversation of December 18, 2000, the Enforcement Division is pleased to learn that your client has elected to relocate Woodwrite from Abell Lane to a commercially zoned property in Baltimore County.

When the initial complaint was filed on May 3, 2000 with Director Arnold Jablon, in addition to the apartment use, this business was also addressed.

Further review of the enforcement records does indicate that in November of 1996, one family of the immediate area questioned whether this activity was permitted in their community. In the last seven months, Baltimore County has been attempting to work with Frederick J. Beste towards resolving the alleged apartment violation. To date, the results of our efforts add up to a big fat zero. However, the entire direction of this case will change come January 31, 2001.

If a valid contract relating to the business relocation is not submitted to this office, along with a concrete proposal towards resolving the apartment issue, a citation will be immediately forthcoming. Hopefully, the position of this office is quite clear; if not, please contact me at 410-887-8094.

Sincerely,



James H. Thompson
Code Inspections and
Enforcement Supervisor

JHT:scj

c: Mark Gawel
Robyn Clark

SEVEN SAINT PAUL STREET
BALTIMORE, MARYLAND 21202-1626
TELEPHONE 410 347-8700
FAX 410 752-7092

30 COLUMBIA CORPORATE CENTER
10440 LITTLE PATUXENT PARKWAY
COLUMBIA, MARYLAND 21044
TELEPHONE 410 884-0700
FAX 410 884-0719

G. SCOTT BARHIGHT
DIRECT NUMBER
410 832-2050
gbarhight@wtplaw.com

WHITEFORD, TAYLOR & PRESTON
L.L.P.

210 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204-4515
410 832-2000
FAX 410 832-2015
www.wtplaw.com

1025 CONNECTICUT AVENUE, NW
WASHINGTON, D.C. 20036-5405
TELEPHONE 202 659-6800
FAX 202 351-0573

1317 KING STREET
ALEXANDRIA, VIRGINIA 22314-2928
TELEPHONE 703 836-5742
FAX 703 836-0265

1/25/01
CS
JT

January 24, 2001

Mr. James H. Thompson
Code Inspections and Enforcement Supervisor
Department of Permits and Development Management
111 W. Chesapeake Ave
Towson, Maryland 21204

Re: Case Number 00-2589
2121 Abell Lane

Dear Mr. Thompson:

Thank you for your letter dated December 19, 2000 which followed up on our several telephone conversations regarding the above-referenced property.

As we discussed, WoodWrite, Ltd. intends to cease its business activities at the above address and relocate to a properly zoned location.

Enclosed is a copy of the lease recently entered into between WoodWrite, Ltd. and Riepe Industries, Inc. to lease 10015 Products Drive in Cockeysville for the relocation of the business. The lease term commences on February 1, 2001 and terminates on February 28, 2006. As the business is an ongoing operation, Mr. Beste hopes to be able to complete the move by March 1, 2001. Hopefully, this resolves any issues arising out of the activities of WoodWrite, Ltd. at the subject site.

The factual issues in regard to the apartment issue are more problematic. Mr. Beste purchased the subject property around 1967. Mr. Ernie Trimble, a retired partner here at Whiteford, Taylor & Preston, handled the purchase. When the property was purchased, it is my understanding that four apartments existed at the site. It is my further understanding that those apartments have remained in place and have been utilized continuously since 1967. In conversations during the transaction, it was represented to Mr. Beste and Mr. Trimble that these apartments had been in place since prior to World War II. In fact, representations were made that workers from the Glen L. Martin Plant who needed housing during World War II often used these apartments.

Unfortunately, record keeping during the '40s, '50s, and '60s was not what it is today. Zoning enforcement issues did not yet have their heightened sensitivity.

If acceptable to your office, Mr. Beste would like to submit to your office through the customary administrative procedure the proper documentation to determine whether the apartments enjoy a non-conforming use. If the administrative process does not resolve this issue, then Mr. Beste will be left with either terminating the uses or filing a Petition for Special Hearing.

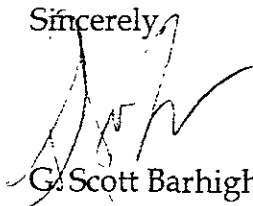
It is my understanding that there is some doubt about the location and identity of the current complainant. Mr. Beste believes that the complainant no longer resides in the area and was acting out of spite. Since it does not appear that there are any current complaints from any of the actual residents, we hope that we may be able to attempt to resolve this issue administratively.

Your December 19, 2000 was very clear. We hope that this letter not only meets your January 31, 2001 deadline, but also is fully responsive to your request. The first issue, the relocation of WoodWrite, we hope is fully resolved by this letter. With regard to the apartment issue, we do not want to proceed without first discussing the method of proceeding with your office.

My client and I look forward to your response and very much appreciate your continued patience in dealing with this issue. Since my recent involvement in this matter just before the holidays, I have found your office to be very cooperative and understanding. On behalf of Mr. Beste and this office, I wish to express our sincere appreciation for the manner in which this matter has been handled.

We look forward to your response and the resolution of this matter to your satisfaction. Should you have any questions or comments, please feel free to contact me.

Sincerely,



G. Scott Barhight

GSB:slh

Enclosure

cc: Mr. Frederick J. Beste

WHITEFORD, TAYLOR & PRESTON
L.L.P.

SEVEN SAINT PAUL STREET
BALTIMORE, MARYLAND 21202-1626
TELEPHONE 410 347-8700
FAX 410 752-7092

30 COLUMBIA CORPORATE CENTER
10440 LITTLE PATUXENT PARKWAY
COLUMBIA, MARYLAND 21044
TELEPHONE 410 884-0700
FAX 410 884-0719

G. SCOTT BARHIGHT

DIRECT NUMBER
410 832-2050
gbarhight@wtplaw.com

210 WEST PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204-4515

410 832-2000
FAX 410 832-2015
www.wtplaw.com

1025 CONNECTICUT AVENUE, NW
WASHINGTON, D.C. 20036-5405
TELEPHONE 202 659-6800
FAX 202 331-0573

1317 KING STREET
ALEXANDRIA, VIRGINIA 22314-2928
TELEPHONE 703 836-5742
FAX 703 836-0265

March 13, 2001

Via Hand Delivery

Arnold Jablon, Esquire, Director
Mr. James H. Thompson, Code Inspections and Enforcement Supervisor
Baltimore County Department of Permits
and Development Management
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Citation Case No. 00-2589
Frederick J. Beste/Virginia Heavenly Beste
1940 Akehurst Road

Gentlemen:

Enclosed please find Defendants', Frederick J. Beste and Virginia Heavenly Beste, Notice of Intention to Defend the above-referenced Citation. Should you have any questions or comments, please do not hesitate to contact me or Julie DiGrigoli at 410-832-2084.

Sincerely yours,


G. Scott Barhight

GSB:
Enclosure

Mr. Arnold Jablon, Director

March 13, 2001

Page 2

cc: Mr. Frederick J. Beste
Julie A. DiGrigoli, Esquire

221855



Baltimore County
Department of Permits and
Development Management

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

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

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

BALTIMORE COUNTY UNIFORM CODE ENFORCEMENT CITATION

SERVE ON RESIDENT AGENT, CORPORATE OFFICER, OWNER, TENANT, AS APPLICABLE

Citation/Case No. 00-2589	Property No. 05-02-020400	Zoning:
------------------------------	------------------------------	---------

Name(s): FREDERICK J. BESTE
VIRGINIA + EAVENLY BESTE

Address: 1140 AKE HURST RD BALTIMORE MD 21152

Violation Location: 1140 AKE HURST RD

Violation Dates: 05-12-10 TO 12-15-11

BALTIMORE COUNTY FORMALLY CHARGES THAT THE ABOVE-NAMED PERSON(S) DID
UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS OR REGULATIONS:

1. ZONING 11-11-1 + ZCPA1
2. THE BALTIMORE COUNTY UNIFORM CODE ENFORCEMENT
11-11-1

Pursuant to Section 1-3, Baltimore County Code, a civil penalty
has been assessed, as a result of the violation cited herein, in
the amount indicated:

\$ 200.00

A quasi-judicial hearing has been pre-scheduled in Room 116,
111 West Chesapeake Avenue, Towson, Maryland, for:

Date: 04-24-11

Time: 7:00 AM

Citation must be served by:

Date: 03-21-11

I do solemnly declare and affirm, under the penalty of perjury, that the contents stated above are true
and correct to the best of my knowledge, information, and belief.

Print Name: FREDERICK J. BESTE

Date:

Inspector's Signature

SEE REVERSE SIDE FOR ADDITIONAL DETAILS AND INFORMATION

NOTICE OF INTENTION TO DEFEND

Print Name: Frederick J. Beste	Citation/Case No.: 00-2589
-----------------------------------	-------------------------------

Address: 2121 Abell Lane Sparks, MD 21152

3-13-01

FJ Beste

Date

Defendant's Signature

DEFENDANT

BALTIMORE COUNTY DEPARTMENT
OF PERMITS AND DEVELOPMENT
MANAGEMENT
CODE INSPECTIONS AND
ENFORCEMENT DIVISION
Petitioner

v.

Frederick J. Beste
Virginia Heavenly Beste

Defendants

* BEFORE THE
*
* BALTIMORE COUNTY ZONING
*
* VIOLATION HEARING OFFICER
*

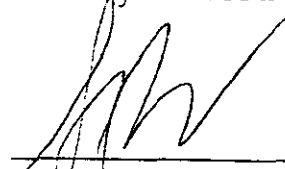
Citation/Case No: 00-2589

* * * * *

NOTICE OF INTENTION TO DEFEND

Frederick J. Beste and Virginia Heavenly Beste, Defendants, by its attorneys,
Whiteford, Taylor & Preston L.L.P., hereby give notice of their intention to defend and
state:

1. These Defendants request that a quasi-judicial hearing before the code official be held in this matter , as currently scheduled, on April 24, 2001.
2. These Defendants demand strict proof of each and every allegation contained in the Citation.
3. These Defendants reserve the right to raise any defense available at law or in fact.



G. Scott Barhight, Esquire
Julie A. DiGrigoli, Esquire
Whiteford, Taylor & Preston L.L.P.
210 West Pennsylvania Avenue
Towson, Maryland 21204-4515
(410) 832-2000
Attorney for Defendants, Frederick J.
Beste and Virginia Heavenly Beste

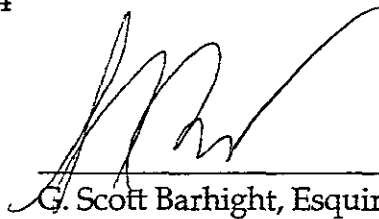
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13TH day of March, 2001, a copy of the foregoing Notice of Intention to Defend was delivered by hand to:

Arnold Jablon, Director
Department of Permits &
Development Management
111 W. Chesapeake Avenue, Room 111
Towson, Maryland 21204

James W. Thompson, Supervisor
Bureau of Code Enforcement
Department of Permits &
Development Management
111 W. Chesapeake Avenue, Room 111
Towson, Maryland 21204

M. Stuart Kelly, Inspector
Bureau of Code Enforcement
Department of Permits &
Development Management
111 W. Chesapeake Avenue, Room 111
Towson, Maryland 21204



G. Scott Barhight, Esquire

#01-410-SP4

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

Jim McKee

5 SKIDAWAN RD

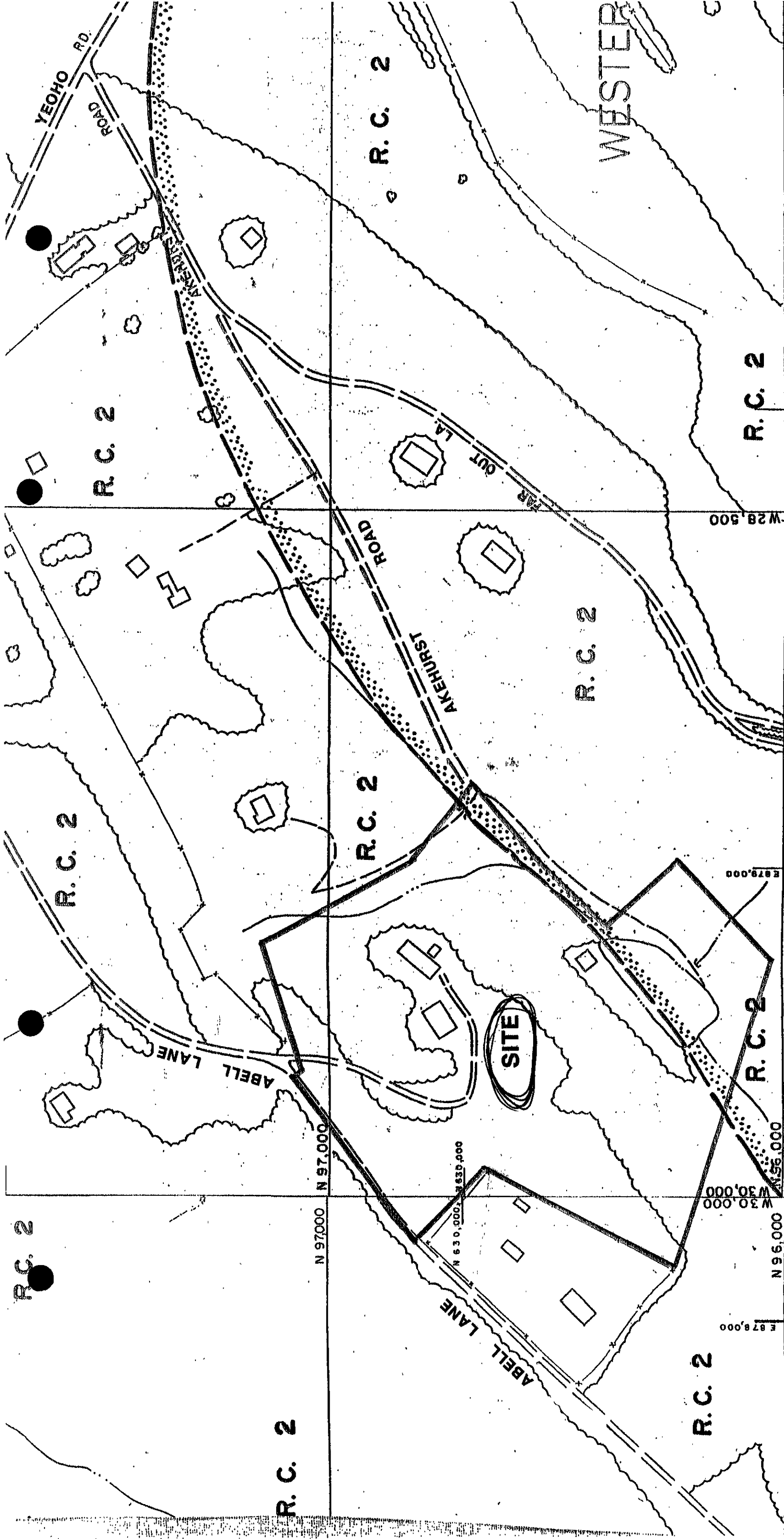
Frederick T Beste

1940 Akehurst Rd

G. Scott Barlow

210 W. Penn Ave 21204





LOCATION

BEREAN

SHEET

N.W.

25-F

DD-NW

HH-SW

2000 COMPREHENSIVE ZONING MAP

ADOPTED BY

THE BALTIMORE COUNTY COUNCIL

OCTOBER 10, 2000

Bills Nos. 87-00, 88-00, 89-00, 90-00, 91-00, 92-00, 93-00,

200 SCALE ZONING MAP

2121 ABELL LANE

MAPS NW 25E & NW 25F

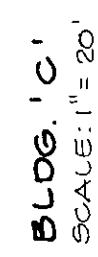
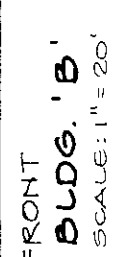
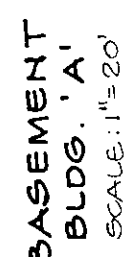
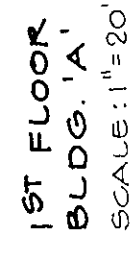
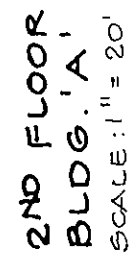
THIS MAP HAS BEEN REVISED IN SELECTED AREAS.
TOPOGRAPHY COMPILED BY PHOTOGRAMMETRIC METHODS
BY BUCHART-HORN, INC. BALTIMORE, MD. 21210

James B. Birtcher
Chairman, County Council

BUILDING 'A' - 2 STORY FRAME AND STONE FOUNDATION BUILDING
HEIGHT = 22.5 FEET

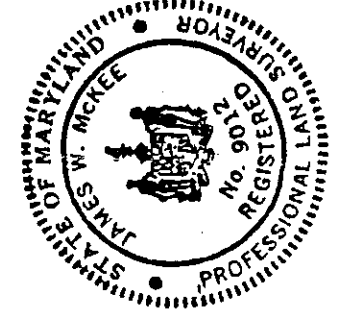
BUILDING 'B' - 2 STORY CONC. BLOCK AND FRAME BUILDING
HEIGHT = 26 FEET

BUILDING 'C' - 2 STORY BRICK AND FRAME DWELLING
HEIGHT = 20 FEET



SHAWAN PLACE, 5 SHAWAN ROAD COCKEYSVILLE, MARYLAND 21030
(410) 527-1555

W. H. H. 4/6/01
JAMES W. MCKEE



3RD COUNCILMANIC DISTRICT
5TH ELECTION DISTRICT BALTO. COUNTY, MD
SCALE: 1" = 100' DATE: 4 / 4 / 2001

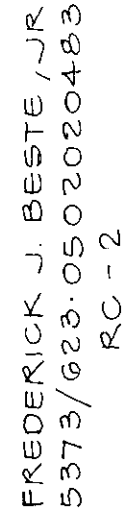
DEED REF.: 5373 / 611
TAX ACCOUNT NO.: 0502020480
TAX MAP 27 · GRID 15 · PARCEL 183



1.	Gross Area of Site: 16.1 Ac. +/-	
2.	Existing Zoning: RC-2	
3.	Building Uses: Building A Building B Building C	
4.	Floor Areas Building Apartment U Apartment U Apartment U Total Apartment Garage Storage	Total

1. Election District No. 5
2. Councilmanic District No. 3
3. Building shown hereon operate on private well and septic systems
4. There have been no prior zoning hearings for this site.
5. 200-scale zoning map numbers NW 25 E and 25 F
6. This site is not in Chesapeake Bay Critical Area.
7. All adjacent zoning is RC-2

ZONING RELIEF REQUESTED
SPECIAL HEARING TO APPROVE A NON-CONFORMING
3-UNIT APARTMENT BUILDING.



FREDERICK J. BESTE, JR.
5373/617-05020482
RC-2

2012 FAR OUT LANE
CATHERINE H. ROBINSON
10141/153-0514010230
RC-2

2007 FAR OUT LANE
ANDREA J. SEEFELDT
10141/165-0514010231
RC-2