William Commence of the Commen

IN RE: PETITION FOR SPECIAL HEARING
S/S North Point Boulevard, 900' E
centerline of Nordbruch Avenue
15th Election District
6th Councilmanic District

6th Councilmanic District (2399 North Point Boulevard)

Wal-Mart Stores, Inc. Petitioner

- * BEFORE THE
- * DEPUTY ZONING COMMISSIONER
- * OF BALTIMORE COUNTY
- * CASE NO. 02-184-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, Wal-Mart Stores, Inc., requesting approval for the temporary use of storage trailers on property located at 2399 North Point Boulevard. The Petitioner seeks approval to utilize these temporary trailers each and every year commencing September 1st and terminating on December 31st in each year.

Appearing at the hearing on behalf of the special hearing request were Lynn Earnest, the store manager for Wal-Mart, Brenda McGee, an employee of Wal-Mart and nearby resident and Alan Betten, attorney at law, representing the Petitioner. There were no Protestants in attendance.

Testimony and evidence indicated that the property, which is the subject of this special hearing request, is the site of the Wal-Mart retail store located in the Dundalk area between North Point Bouelvard and Old North Point Road, north of their intersections with German Hill Road. The property is improved with a Wal-Mart retail store and accessory parking.

Testimony and evidence offered by Ms. Earnest, the store manager, demonstrated that the Wal-Mart store at this location has been a very successful endeavor. This particular store exceeds all other Wal-Mart stores in sales revenue for this particular region of the country. In addition to this huge sales volume, Ms. Earnest testified that many of the residents and citizens

of this area take advantage of the layaway program that Wal-Mart offers during the holiday season. The number of items placed on layaway at this store again far exceeds any other layaway programs at other Wal-Mart stores in this region. Ms. Earnest testified that it is her belief that many of the customers who patronize her store either lack sufficient credit or do not have the requisite amount of cash to pay for their holiday purchases in full at the time they shop at her store. Therefore, they ask that the items which they intend to purchase be placed on layaway, which requires them to make regular payments towards the purchase of that item until it is paid in full. This program occurs each and every year from September 1 through December 31.

The popularity of the layaway program has caused the Petitioner to experience a shortage of warehouse space during this time of year. The items placed on layaway must be stored somewhere on site. As a temporary solution to this unusual problem, Ms. Earnest, along with Wal-Mart representatives, have devised a system of 26 storage containers which are placed on the south side parking lot of the Wal-Mart store in the fashion depicted on Petitioner's Exhibit No. 1, the site plan submitted into evidence. These storage containers are newly painted battleship gray units which contain no graffiti and no rust. The gray paint matches the color of the paint on the sides of the Wal-Mart store. The containers themselves are neatly aligned in the parking spaces on that side of the building. Testimony further revealed that the number of parking spaces provided for this Wal-Mart store far exceeds the minimum requirements imposed by the Baltimore County Zoning Regulations. Therefore, the fact that these storage containers occupy parking spaces does not interfere with the amount of parking needed to service this store. Ms. Earnest testified that the utilization of these storage containers has allowed this Wal-Mart store to keep and maintain their layaway program which greatly benefits the citizens who

patronize this store. Without the additional storage area, the layaway program would not be successful.

Apparently, this layaway program has become very popular with the many residents who shop at Wal-Mart, given the amount of signatures contained on the petitions which were entered into evidence as Petitioner's Exhibit No. 11. Therefore, the Petitioner has requested this special hearing relief to allow them to continue to utilize these 26 storage containers each and every year during the holiday season, that time being September 1 through December 31.

While I can appreciate the problems encountered by this Wal-Mart store and that the storage containers provide a temporary solution to this problem, it is my opinion that using these containers should be permitted temporarily and not as a permanent solution to this problem. Representatives of Wal-Mart will have to devise a better method of resolving this issue. Perhaps an addition to the footprint of the building could provide additional warehouse space or even a second story structure on top of the existing footprint could resolve this reoccurring problem. It was obvious from the testimony, that this method is not the best method to handle layaway inventory. The store clerk must exit the main building and go out into the inclement weather to retrieve merchandise which was placed on layaway by a particular customer. The store employee, as well as the customer, would be better served if the merchandise were stored somewhere within the footprint of this principal building and not out on the parking lot.

Therefore, I shall grant the Petitioner's special hearing request to only allow the use of these temporary storage containers for one additional holiday season, that being the season commencing September 1, 2002 and terminating on December 31, 2002. This will afford the Petitioner an ample amount of time within which to resolve this problem on a more permanent basis.

ON THE ROLL BY AND THE REAL PROPERTY OF THE PARTY OF THE

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this day of January, 2002, that the Special Hearing Request to allow the Petitioner to temporarily use 26 storage containers on the subject property in the area depicted on the site plan submitted into evidence as Petitioner's Exhibit No. 1, shall be APPROVED for the time period commencing September 1, 2002 and terminating December 31, 2002. Other than these times specified, there shall be no other storage containers stored anywhere on the Petitioner's property.

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

IN THE MATTER OF THE APPLICATION OF

WAL-MART STORES, INC.-LEGAL OWNER * FOR SPECIAL HEARING ON PROPERTY

LOCATED ON THE S/S NORTH POINT BOULEVARD, 900' E C/L NORDBRUCH

AVE (2399 NORTH POINT BOULEVARD)

15TH ELECTION DISTRICT 6TH COUNCILMANIC DISTRICT BEFORE THE

COUNTY BOARD OF APPEALS

OF

BALTIMORE COUNTY

Case No. 02-184-SPH

ORDER OF DISMISSAL OF PETITION

This case comes to the Board on appeal filed by Peter Max Zimmerman, People's Counsel for Baltimore County, and Carole S. Demilio, Deputy People's Counsel, from the January 14, 2002 Order of the Deputy Zoning Commissioner in which the subject Petition was approved.

WHEREAS, the Board is receipt of a letter of withdrawal of the Petition for Special Hearing filed January 28, 2003 by Alan Betten, Esquire, on behalf of Wal-Mart Stores, Inc., Petitioner (a copy of which is attached hereto and made a part hereof); and

WHEREAS, said Counsel for Petitioner requests that the Petition for Special Hearing filed in the above-referenced matter be withdrawn as of January 28, 2003,

IT IS THEREFORE. this 5th day of Library, 2003, by the County Board of Appeals of Baltimore County

ORDERED that said Petition filed in Case No. 02-184-SPH is WITHDRAWN AND

DISMISSED, and that the Deputy Zoning Commissioner's Order of January 14, 2002, including any and all relief granted therein, is rendered null and void.

> COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY

Charles L. Marks

Richard K. Irish



OLD COURTHOUSE, ROOM 49 400 WASHINGTON AVENUE TOWSON, MARYLAND 21204 410-887-3180 FAX: 410-887-3182

February 5, 2003

Peter M. Zimmerman, People's Counsel for Baltimore County Carole S. Demilio, Deputy People's Counsel Room 47, Old Courthouse 400 Washington Avenue Towson, MD 21204

RE: In the Matter of: Wal-Mart Stores, Inc. - Legal Owners
Case No. 02-184-SPH / Withdrawal of Petition

Dear Counsel:

Enclosed please find a copy of the Order of Dismissal of Petition issued this date by the County Board of Appeals of Baltimore County in the subject matter.

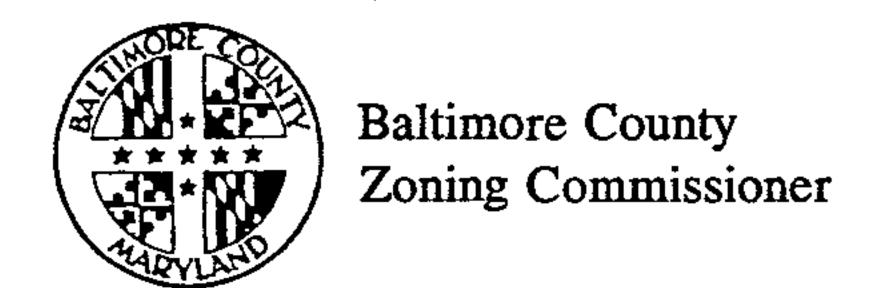
.Very truly yours,

Kathleen C. Bianco Brown

Administrator

Enclosure

c: Alan Betten, Esquire
Wal-Mart Stores, Inc.
W. Duvall & Associates, Inc. /Wilbur Layton Duvall, Jr.
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
James H. Thompson /Code Enforcement (CC-01-1807)
Arnold Jablon, Director /PDM



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

Fax: 410-887-3468

January 14, 2002

Alan Betten, Esquire Kandel, Klitenic, Kotz, Betten & Chernow, LLP 502 Washington Avenue Towson, Maryland 21204

Re: Petition for Special Hearing
Case No. 02-184-SPH
Property: 2300 North Point Bouely

Property: 2399 North Point Bouelvard

Dear Mr. Betten:

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,

Lunthy Kofroco

Timothy M. Kotroco

Deputy Zoning Commissioner

TMK:raj Enclosure



The state of the s

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

	to the Bounds Commissioner or Burthing Country		
TO THE PARTY OF TH		2399 North Point	Boulevard
	for the property located at _		
	which is	presently zoned	BI.
vner(s) of the property situate in B ade a part hereof, hereby petition ounty, to determine whether or not railers on 2399 North Poir	ne Department of Permits and Develo Paltimore County and which is described In for a Special Hearing under Section It the Zoning Commissioner should approach In the Boulevard, from September 1 It tacked hereto and incorporate	in the description and plants 500.7 of the Zoning Report ve the temporary u , 2001 to December	at attached hereto and gulations of Baltimore se of storage

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

, posting, etc. and further agree to and are to be bounded by the ant 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.		
<u>Legal Owner(s):</u>		
Wal-Mart Stores, Inc. Name - Type or Print		
Signature		
Alan Betten, Pursuant to Authorization Letter		
Name - Type or Print		
Signature:		
2001 S.F. 10th Street Address Telephone No.		
Bentonville Arkansas 72712 City State Zip Code		
Representative to be Contacted:		
Alan Betten		
502 Washington Ave., #200 (410) 339-7100 Address Telephone No.		
Towson Maryland 21204		
City State Zip Code		
OFFICE USE ONLY		
ESTIMATED LENGTH OF HEARING		
UNAVAILABLE FOR HEARING		
wed By JR= Date 11/6/01		

WAL-MART STORE #2435 DUNDALK, MARYLAND

Description to Accompany Special Hearing

Beginning at a point located on the Northern Right-Of-Way of Old North Point Road, and the Southwest corner of the State of Maryland Military Department by deed recorded in the land records of Baltimore county, Maryland in Liber 3332 Felio 183, thence leaving said Right-Of-Way and binding with the common line of the State of Maryland Military Department.

- North 37 Degrees 51 Minutes 42 Seconds East 879.40 Feet to a point on the Southern Right-Of-Way of North Point Boulevard, said point being the Northeast corner of said Maryland Military Department, thence with same and binding on the South Right-Of-Way of North Point Boulevard the following two courses and distances viz
- 2. 58 Degrees 05 Minutes 34 Seconds East 1092.38 Feet to a point, thence
- South 58 Degrees 05 Minutes 11 Seconds East 546.26 Feet to a point, thence leaving said North Point Boulevard Right-Of-Way
- 4. South 32 Degrees 14 Minutes 00 Seconds West 672.84 Feet to a point on the North Right-Of-Way of Old North Point Road, thence running with said North Right-Of-Way of Old North Point Road the following ten courses and distance viz
- With a curve to the left, a radius of 339.00 Feet, an arc length of 13.43 Feet, an chord bearing of North 79 Degrees 17 Minutes 54 Seconds West 13.43 Feet to a point, thence
- 6. North 80 Degrees 25 Minutes 58 Seconds West 90.00 Feet to a point, thence
- 7. With a curve to the right, a radius of 961.00 Feet, an arc length of 295.76 Feet an chord bearing of North 71 Degrees 36 Minutes 58 Seconds West 254.59 Feet to a point, thence
- 8. North 62 Degrees 47 Minutes 57 Second West 736, 87 Feet to a point, thence
- 9. South 16 Degrees 33 Minutes 08 Seconds West 15.00 Feet to a point, thence
- 10. North 72 Degrees 05 Minutes 55 Seconds West 78.93 Feet to a point, thence
- 11. North 59 Degrees 59 Minutes 51 Seconds West 283.93 Feet to a point, thence
- 12. North 56 Degrees 50 Minutes 48 Seconds West 95.65 Feet to a point, thence
- 13. North 55 Degrees 58 Minutes 10 Seconds West 94.85 Feet to a point, thence
- 14. North 55 Degrees 40 Minutes 59 Seconds West 74.91 Feet to the point of beginning.

Continuing 964,766.88 square feet or 22.14 acres of land, more or less.

WASTER STREET OF THE STREET OF

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NOTICE OF ZON

Itac Zerring 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: #02-184-SPH 2399 North Point Boulevard, S/S North Point Boulevard, 900' E centerline Nordbruch Avenue

15th Election District 6th Councilmanic District
Legal Owner(s): Alan Betten, Wal-Mart Stores Inc.
Special Hearing: to approve the temporary use of storage trailers on 2399
North Point Boulevard, from 9/1/01 to 12/31/01.

Hearing: Tuesday, January 8, 2002 at 11:08 a.m. in Room 407, County Courts Building, 401 Bosley Ave-nue. nue.

LAWRENCE E. SCHMIDT

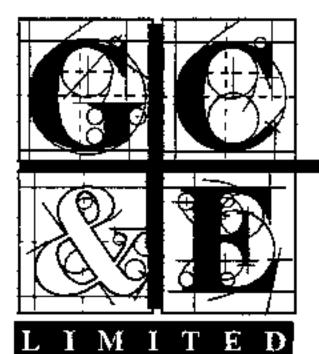
LAWRENCE E. SCHMIDT
Zoning Commissioner for
Baltimore County
NOTES: (1) Hearings are
Handicapped Accessible; for
special accommodations
Please Contact the Zoning
Commissioner's Office at
(410) 887-4386.
(2) For information concerning the File and/or
Hearing, Contact the Zoning
Review Office at (410) 8873391

3391.

JT/12/739 Dec. 25 C512603

CERTIFICATE OF PUBLICATION

27,2001
THIS IS TO CERTIFY, that the annexed advertisement was publishe
in the following weekly newspaper published in Baltimore County, Md.,
once in each ofsuccessive weeks, the first publication appearing on
The Jeffersonian
☐ Arbutus Times
☐ Catonsville Times
☐ Towson Times
Owings Mills Times
☐ NE Booster/Reporter
☐ North County News
J. WUKM87



Gerhold, Cross & Etzel, Ltd.

Registered Professional Land Surveyors • Established 1906

Suite 100 • 320 East Towsontown Boulevard • Towson, Maryland 21286 Phone: (410) 823-4470 • Fax: (410) 823-4473 • www.gcelimited.com

CERTIFICATE OF POSTING

RE: CASE # 02-184-SPH PETITIONER/DEVELOPER:

Owner: Alan Betten, Wal-Mart Stores,

Inc.

DATE OF HEARING: January 8, 2002

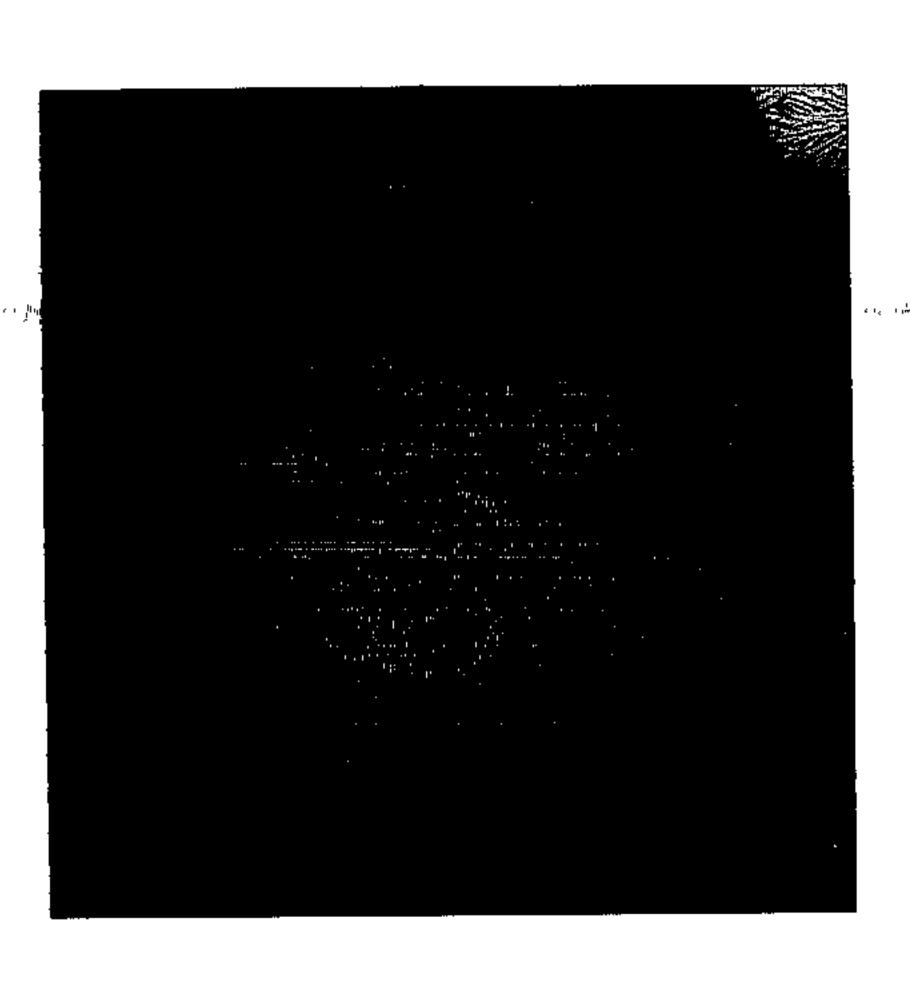
BALTIMORE COUNTY DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT COUNTY OFFICE BUILDING, ROOM 111 111 WEST CHESAPEAKE AVE. TOWSON, MARYLAND 21204

ATTENTION: GEORGE ZAHNER

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

POSTED ON: 12/21/01



LOCATION:

South side of North Point Boulevard, East of Nordbruch Avenue, left side of the driveway

DATE: 12/27/01

SIGNATURE OF SIGN POSTER

BRUCE DOAK

GERHOLD, CROSS & ETZEL, LTD
SUITE 100
320EAST TOWSONTOWN BLVD
TOWSON, MARYLAND 21286
410-823-4470 PHONE
410-823-4473 FAX

APPEAL SIGN POSTING REQUEST

CASE NO.: 02-184-SPH

WAL-MART STOPRES, INC. - LEGAL OWNER

2399 North Point Boulevard

15th ELECTION DISTRICT	APPEALED: 1/30/2002
ATTACHMENT - (Plan to accompnay Petition - Petition	er's Exhibit No. 1)
******COMPLETE AND RETURN BELOV	W INFORMATION****
CERTIFICATE OF PO	STING
TO: Baltimore County Board of Appeals 400 Washington Avenue, Room 49 Towson, Maryland 21204	
Attention: Kathleen Bianco Administrator	
RE: Case No.: 02 - 184 - 5PH	
Petitioner/Developer:	E ⁴
WAL-MART IWC.	<u> </u>
This is to certify that the necessary appeal sign was posted located at:	conspicuously on the property
The sign was posted on3/15	, 2002
By: May Teus (Signature of Sign Poster)	
GARY C. FREUND (Printed Name)	

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT

ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The <u>Baltimore County Zoning Regulations</u> (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.

<u>- Por Newsbaper Advertising:</u>				
Item Numl	ber or Case Number: 02-184-5P4			
Petitioner:	Wal-Mart Stores, Inc.			
Address o	r Location: 2399 North Point Boulevard, Baltimore, Maryland 21222			
	FORWARD ADVERTISING BILL TO: Alan Betten, Esq.			
Address:	502 Washington Avenue, Suite 200 Towson, Maryland 21204			
Telephone	Number:(410)_339-7100			

TO: PATUXENT PUBLISHING COMPANY

Tuesday, December 25, 2002 Issue – Jeffersonian

Please forward billing to:

Alan Betten Esquire 502 Washington Avenue Suite 200 Towson MD 21204

410 339-7100

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: 02-184-SPH
2399 North Point Boulevard
S/S North Point Boulevard, 900' E centerline Nordbruch Avenue
15th Election District – 6th Councilmanic District
Legal Owner: Alan Betten, Wal-Mart Stores Inc

Special Hearing to approve the temporary use of storage trailers on 2399 North Point Boulevard, from 9/1/01 to 12/31/01.

HEARING: Tuesday, January 8, 2002 at 11:00 a.m. in Room 407, County Courts

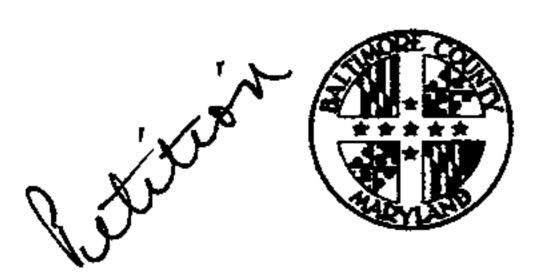
Building, 401 Bosley Avenue

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.



OLD COURTHOUSE, ROOM 49 400 WASHINGTON AVENUE TOWSON, MARYLAND 21204 410-887-3180 FAX: 410-887-3182

Hearing Room - Room 48 Old Courthouse, 400 Washington Avenue

July 31, 2002

NOTICE OF POSTPONEMENT

CASE #: 02-184-SPH

IN THE MATTER OF: WAL-MART STORES, INC. –Legal Owner 2399 North Point Boulevard

15th Election District; 6th Councilmanic District

1/14/02 - ZC's Order in which Petition for Special Hearing was GRANTED.

which was assigned to be heard on 9/12/02 has been POSTPONED at the request of Counsel for Petitioner, and without objection by Office of People's Counsel; TO BE REASSIGNED FOR HEARING ONLY UPON REQUEST.

NOTICE:

This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.

Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to be the prior to be a prior to

Kathleen C. Bianco Administrator

c:

Appellant

: Office of People's Counsel

Peter M. Zimmerman, People's Counsel Carole S. Demilio, Deputy People's Counsel

Counsel for Petitioner

: Alan Betten, Esquire

Petitioner

: Wal-Mart Stores, Inc.

W. Duvall & Associates, Inc. /Wilbur Layton Duvall, Jr.

Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
James H. Thompson /Code Enforcement (CC-01-1807)
Arnold Jablon, Director /PDM





OLD COURTHOUSE, ROOM 49 400 WASHINGTON AVENUE TOWSON, MARYLAND 21204 410-887-3180

FAX: 410-887-3182

Hearing Room – Room 48 Old Courthouse, 400 Washington Avenue

June 4, 2002

NOTICE OF ASSIGNMENT

CASE #: 02-184-SPH

IN THE MATTER OF: WAL-MART STORES, INC. -Legal Owner

2399 North Point Boulevard

5th Election District; 6th Councilmanic District

1/14/02 – ZC's Order in which Petition for Special Hearing was GRANTED.

ASSIGNED FOR:

THURSDAY, SERTEMBER 12, 2002 at 10:00 a.m.

NOTICE:

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Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County

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> Kathleen C. Bianco Administrator

c:

Appellant

: Office of People's Counsel

Peter M. Zimmerman, People's Counsel Carole S. Demilio, Deputy People's Counsel

The property of the contract o

Counsel for Petitioner

Petitioner

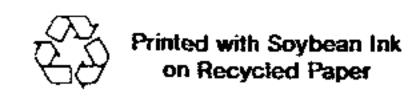
: Alan Betten, Esquire

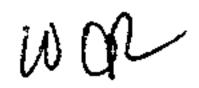
: Wal-Mart Stores, Inc.

W. Duvall & Associates, Inc. /Wilbur Layton Duvall, Jr.

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Pat Keller, Planning Director Lawrence E. Schmidt, Zoning Commissioner James H. Thompson /Code Enforcement (CC-01-1807) Arnold Jablon, Director /PDM







OLD COURTHOUSE, ROOM 49 400 WASHINGTON AVENUE TOWSON, MARYLAND 21204 410-887-3180 FAX: 410-887-3182

Hearing Room – Room 48 Old Courthouse, 400 Washington Avenue

July 31, 2002

NOTICE OF POSTPONEMENT

CASE #: 02-184-SPH

IN THE MATTER OF: WAL-MART STORES, INC. -Legal Owner 2399 North Point Boulevard 15th Election District; 6th Councilmanic District

1/14/02 - ZC's Order in which Petition for Special Hearing was GRANTED.

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Kathleen C. Bianco Administrator

c:

Appellant

: Office of People's Counsel

Peter M. Zimmerman, People's Counsel Carole S. Demilio, Deputy People's Counsel

Counsel for Petitioner

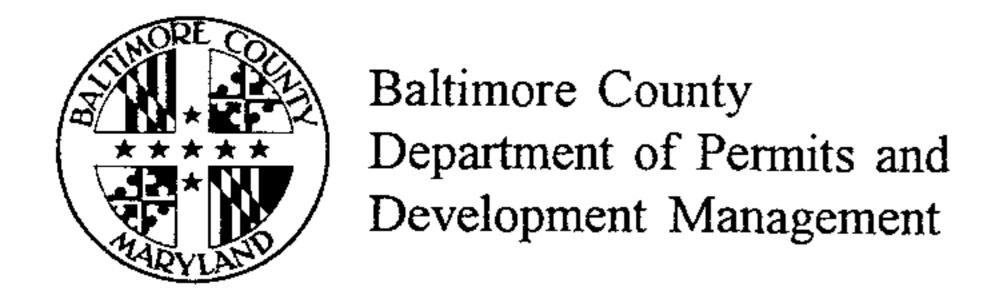
Petitioner

: Alan Betten, Esquire

: Wal-Mart Stores, Inc.

W. Duvall & Associates, Inc. /Wilbur Layton Duvall, Jr.

Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
James H. Thompson /Code Enforcement (CC-01-1807)
Arnold Jablon, Director /PDM



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

January 4, 2002

Alan Betten Kandel Klitenic Kotz Betten & Chernow 502 Washington Avenue, #200 Towson MD 21204

Dear Mr. Betten:

RE: Case Number: 02-184-SPH, 2399 North Point Boulevard

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

W. Carl Richards, Jr. GDZ Supervisor, Zoning Review

WCR: gdz

Enclosures

c: Allan Betten, Wal-Mart Stores Inc, 2001 S.E. 10th Street, Bentonville AR 72712 People's Counsel

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO:

Arnold Jablon, Director

DATE: December 26, 2001

Department of Permits & Development Mgmt.

Robert W. Bowling, Supervisor

Bureau of Development Plans Review

SUBJECT:

Zoning Advisory Committee Meeting

For December 10, 2001

Item Nos.176, 177, 178, 179, 181, 185, 186, 187, 188, 189, 193, 190, 191, 193, 194, 195, 196, 197, 198, 199, and

223

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

RWB:HJO:jrb

cc: File

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

DATE: December 13, 2001

TO: Arnold Jablon, Director

Department of Permits and Development Management

FROM: Arnold F. 'Pat' Keller, III

Director, Office of Planning

SUBJECT: 2399 North Point Blvd.

INFORMATION:

Item Number:

Petitioner: Wal-Mart Stores

Zoning: BL

Requested Action: Special Hearing

SUMMARY OF RECOMMENDATIONS:

The Office of Planning does not support the request to use temporary storage trailers on the subject site for any reason or time period whatsoever.

Prepared by:

Section Chief:

AFK:MAC:



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

December 12, 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: SEE BELOW

Location: DISTRIBUTION MEETING OF December 3, 2001

Item No.: See Below

Dear Ms. Stephens:

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

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

176, 177, 178, 179, 180, 181, 182, 183, 185, 186, 187, 188, 190, 191, 192, 193, 195, 198, 199, 223

REVIEWER: LIEUTENANT JIM MEZICK, Fire Marshal's Office

PHONE 887-4881, MS-1102F

cc: File



Maryland Department of Transportation State Highway Administration

Parris N. Glendening Governor

John D. Porcari Secretary

Parker F. Williams Administrator

Date: /2.11.01

Mr. George Zahner Baltimore County Office of Permits and Development Management County Office Building, Room 109 Towson, Maryland 21204

RE: Baltimore County

Item No.

IRF

Dear Mr. Zahner:

We have reviewed the referenced item and have no objection to approval, as a field inspection reveals that the existing entrance(s) on to MD/VS 151. are acceptable to the State Highway Administration (SHA) and this development is not affected by any SHA projects.

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

Very truly yours,

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

RE: PETITION FOR SPECIAL HEARING 2399 North Point Boulevard, S/S North Point Blvd, 900' E of c/l Nordbruch Ave 15th Election District, 6th Councilmanic

Legal Owner: Wal-Mart Stores, Inc. Petitioner(s)

BEFORE THE

ZONING COMMISSIONER *

FOR *

* **BALTIMORE COUNTY**

Case No. 02-184-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.

Poter Timeman

People's Counsel for Baltimore County

Virle 5. Demilio

CAROLE S. DEMILIO

Deputy People's Counsel Old Courthouse, Room 47

400 Washington Avenue

Towson, MD 21204

(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of December, 2001 a copy of the foregoing Entry of Appearance was mailed to Alan Betten, Esq., Kandel, Klitenic, Kotz, Betten, 502 Washington Avenue, Suite 200, Towson, MD 21204, attorney for Petitioner(s).

PETER MAX ZIMMERMAN



Baltimore County
Department of Permits and
Development Management

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

Fax: 410-887-5708

February 4, 2002

Alan Betten Kandel Klitenic Kotz Betten & Chernow 502 Washington Avenue, #200 Towson MD 21204

Dear Mr. Betten:

RE: Case No. 02-184-SPH, 2399 North Point Boulevard

Please be advised that an appeal of the above-referenced case was filed in this office on January 30, 2002 by Peter M Zimmerman, People's Counsel for Baltimore County, Baltimore County Maryland. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals (Board).

If you are the person or party taking the appeal, you should notify other similarly interested parties or persons known to you of the appeal. If you are an attorney of record, it is your responsibility to notify your client.

If you have any questions concerning this matter, please do not hesitate to call the Board at 410-887-3180.

Sincerely,

Arnold Jablon GDZ

Director

AJ:

c: People's Counsel

9: 33

02-184-SPH

Baltimore County, Maryland



OFFICE OF PEOPLE'S COUNSEL

Room 47, Old CourtHouse 400 Washington Ave. Towson, MD 21204

(410) 887-2188

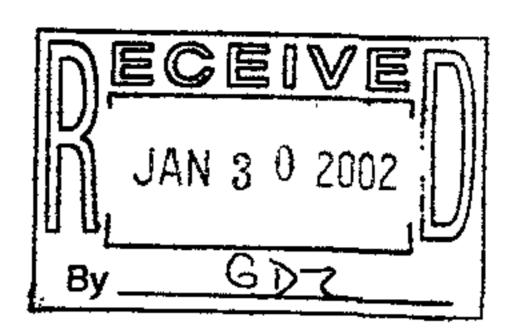
January 30, 2002

CAROLE S. DEMILIO
Deputy People's Counsel

People's Counsel

Arnold Jablon, Director
Department of Permits and
Development Management
111 W. Chesapeake Avenue
Towson, MD 21204

Hand-delivered



Re: PETITION FOR SPECIAL HEARING

2399 North Point Boulevard, S/S North Point Blvd,

900' E of c/l Nordbruch Ave,

15th Election Dist., 6th Councilmanic Wal-Mart Stores, Inc., Petitioner

Case No.: 02-184-SPH

Dear Mr. Jablon:

ECEIV.

By

PMZ/CSD/caf

Please enter an appeal of the People's Counsel for Baltimore County to the County Board of Appeals from the Findings of Fact and Conclusions of Law dated January 14, 2002 of the Baltimore County Deputy Zoning Commissioner in the above-entitled case.

Please forward copies of any papers pertinent to the appeal as necessary and appropriate.

Very truly yours,

Peter Max Zimmerman

People's Counsel for Baltimore County

Pete Hex / mmeun

Carole S. Demilio

Deputy People's Counsel

cc: Alan Betten, Esq., Kandel, Klitenic, Kotz, Betten, 502 Washington Avenue, Suite 200, Towson, MD 21204, Attorney for Petitioner

KANDEL, KLITENIC, KOTZ & BETTEN, LLP

ATTORNEYS AT LAW

SUITE 610, NOTTINGHAM CENTRE 502 WASHINGTON AVENUE TOWSON, MARYLAND 21204-4513

ALAN BETTEN

TEL: (410) 339-7100 FAX: (410) 339-7107 EMAIL: abetten@k3blaw.com

January 27, 2003

Via Certified Mail, Return Receipt Requested

Ms. Kathleen C. Bianco, Administrator Baltimore County Board of Appeals Old Courthouse – Room 49 400 Washington Avenue Towson, Maryland 21204

In the Matter of: Wal-Mart Stores, Inc. – 2399 North Point Blvd. 15th Election District, 6th Councilmanic District, Case #02-184-SPH

Dear Ms. Bianco:

As you may recall, this matter was indefinitely postponed at my request, without objection by the Office of People's Counsel. The basis for the postponement was, in large part, that the Petitioner was moving forward with the construction of a Stockroom Addition at the Property. As of the date of this letter, said Stockroom Addition has been completed and is currently being utilized by Petitioner. Hence, this letter is intended to notify you that the Petitioner hereby withdraws its Petition in this matter.

Thank you for your consideration. If you have any questions, please feel free to contact me.

Very truly yours,

Alan Betten

AB/tsh

cc: Peter M. Zimmerman, Esq., People's Counsel Mr. Pat Keller, Planning Director

DECEIVED
JAN 2 8 2003

BALTIMORE COUNTY BOARD OF APPEALS

KANDEL, KLITENIC, KOTZ & BETTEN, LLP

ATTORNEYS AT LAW

Ms. Kathleen C. Bianco January 27, 2003 Page 2

Mr. Lawrence E. Schmidt, Zoning Commissioner

Mr. James H. Thompson, Code Enforcement

Mr. Arnold Jablon, Director/PDM

Ms. Annette Kolb (via fax)

Mr. Paul Kram (via fax)

Mr. Ron Bonner (via fax)

Mr. James Markle (via fax)

Mr. Shade O'Quinn (via fax)

Wal-Mart Stores, Inc.
Wal-Mart Real Estate Business Trust
Wal-Mart Stores East, Inc.
Wal-Mart Realty Co., Inc.
Sam's Real Estate Business Trust
Sam's East, Inc.
Sam's West, Inc.
Sam's P.W., Inc.

BAXSP TACE TO SHE LANDS FOR BUILDING PARENT

WALXMART

Realty Management Dept.

Annette Kolb

Realty Manager

Phone Number 501/204-0588 Facsimile 501/204-0096

REALTY MANAGEMENT DEPT.#44-9391 * 2001 S E 10TH STREET * BENTONVILLE, AR 72716-0550 * 501-204-0588

November 5, 2001

Alan Betten, Esq.
Kandel, Klitenic, Kotz, Betten & Chernow, LLP
502 Washington Avenue
Suite 200
Townson, Maryland 21204

Re: Petition for Special Hearing re 2399 N. Point Boulevard, Baltimore, Maryland 21222; Wal-Mart Store, Inc.

Dear Alan:

This is to confirm that you are hereby authorized to sign the above-captioned Petition for Special Hearing on behalf of Wal-Mart Store, Inc. You are also hereby authorized to present this Authorization Letter to the Baltimore County Department of Permits and Development, as part of the Petition.

If you should have any questions, please contact me at (501) 204-0031.

Sincerely,

John Thompson

Director of Realty Management

KANDEL, KLITENIC, KOTZ & BETTEN, LLP

ATTORNEYS AT LAW

SUITE 610, NOTTINGHAM CENTRE **502 WASHINGTON AVENUE TOWSON, MARYLAND 21204-4513**

1/29/03 War

ALAN BETTEN

TEL: (410) 339-7100 FAX: (410) 339-7107 EMAIL: abetten@k3blaw.com

January 27, 2003

Via Certified Mail, Return Receipt Requested

Ms. Kathleen C. Bianco, Administrator Baltimore County Board of Appeals Old Courthouse – Room 49 400 Washington Avenue Towson, Maryland 21204

> In the Matter of: Wal-Mart Stores, Inc. – 2399 North Point Blvd. 15th Election District, 6th Councilmanic District, Case #02-184-SPH

Dear Ms. Bianco:

As you may recall, this matter was indefinitely postponed at my request, without objection by the Office of People's Counsel. The basis for the postponement was, in large part, that the Petitioner was moving forward with the construction of a Stockroom Addition at the Property. As of the date of this letter, said Stockroom Addition has been completed and is currently being utilized by Petitioner. Hence, this letter is intended to notify you that the Petitioner hereby withdraws its Petition in this matter.

Thank you for your consideration. If you have any questions, please feel free to contact me.

Very truly yours,

Alan Betten

AB/tsh

CC:

Peter M. Zimmerman, Esq., People's Counsel Mr. Pat Keller, Planning Director

136.1.1-bianco-ltr-1.27.03

KANDEL, KLITENIC, KOTZ & BETTEN, LLP

ATTORNEYS AT LAW

Ms. Kathleen C. Bianco January 27, 2003 Page 2

Mr. Lawrence E. Schmidt, Zoning Commissioner

Mr. James H. Thompson, Code Enforcement

Mr. Arnold Jablon, Director/PDM

Ms. Annette Kolb (via fax)

Mr. Paui Kram (via fax)

Mr. Ron Bonner (via fax)

Mr. James Markle (via fax)

Mr. Shade O'Quinn (via fax)

KANDEL, KLITENIC, KOTZ, BETTEN & CHERNOW, LLP

ATTORNEYS AT LAW

BALTIMORE OFFICE
WOODHOLME PROFESSIONAL BUILDING
1838 GREENE TREE ROAD, SUITE 370
BALTIMORE, MARYLAND 21208
(410) 415-0490

SUITE 200, NOTTINGHAM CENTRE 502 WASHINGTON AVENUE TOWSON, MARYLAND 21204-4513

(410) 339-7100 FAX: (410) 339-7107

ALAN BETTEN abetten@k3bclaw.com

July 25, 2002

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Via Certified Mail, Return Receipt Requested

Ms. Kathleen C. Bianco, Administrator Baltimore County Board of Appeals Old Courthouse – Room 49 400 Washington Avenue Towson, Maryland 21204

In the Matter of: Wal-Mart Stores, Inc. – 2399 North Point Blvd. 15th Election District, 6th Councilmanic District, Case #02-184-SPH

Dear Ms. Bianco:

This matter is currently scheduled for hearing before the Board of Appeals on Thursday, September 12, 2002, at 10:00 a.m. This letter is being submitted by Wal-Mart Stores, Inc. ("Wal-Mart"), in order to request a general continuance of the scheduled hearing date for the reasons set forth below.

This matter concerns the use by Wal-Mart Stores, Inc. at its property located at 2399 North Point Boulevard (the "Property") of temporary storage containers during the September 1-December 31, 2002 Holiday Season. After a hearing before the Deputy Zoning Commissioner on its Petition for Special Hearing, Wal-Mart was granted the right to utilize such storage containers during the forthcoming 2002 Holiday Season, in the area depicted on the Site Plan which was submitted into evidence as Exhibit No. 1. It is from this Opinion of the Deputy Zoning Commissioner that the Office of People's Counsel has filed an appeal.

On June 24, 2002, Wal-Mart submitted its 1st Amended Development Plan to the Baltimore County DRC Conference, in order to obtain preliminary approval of Wal-Mart's construction of a stockroom addition (the "Stockroom Addition") at the Property; such Addition will, when constructed, permit Wal-Mart to maintain its layaway items within its store, and would obviate the need for it to use temporary storage containers, as otherwise approved by the Deputy Zoning Commissioner for use during the upcoming September 1- December 31, 2002 Holiday Season. The DRC approved the 1st Amended Development Plan as a refinement to a

KANDEL, KLITENIC, KOTZ, BETTEN & CHERNOW, LLP

ATTORNEYS AT LAW

Ms. Kathleen C. Bianco July 25, 2002 Page 2

previously approved Development Plan. At present, Wal-Mart is finalizing the 1st Amended Development Plan, and in the process of preparing its other applications for all permits necessary to construct the Stockroom Addition. It is the intent of Wal-Mart to have the Stockroom Addition completed and available for use by mid-October, 2002.

As a result of these recent actions, Wal-Mart submits that, if the Stockroom Addition is in fact completed and ready for use by approximately October 15, 2002, there will be no need for it to avail itself of the right, pursuant to the Findings of Fact and Conclusions of Law of the Deputy Zoning Commissioner in the instant matter, to use temporary storage containers during the September 1 - December 31, 2002 Holiday Season. In short, the appeal filed by the Office of People's Counsel will be rendered moot by the completion of the Stockroom Addition. The undersigned counsel for Wal-Mart has spoken with Peter M. Zimmerman, Esquire, People's Counsel, and Mr. Zimmerman is in agreement with this request for a general continuance. Both parties are also in agreement that, if Wal-Mart should not be able to complete the construction of the Stockroom Addition as set forth herein, and should desire to again use the temporary storage containers, pursuant to the Findings of Fact and Conclusions of Law of the Deputy Zoning Commissioner, this matter shall be rescheduled for a hearing before the Board of Appeals.

If you have any questions, please feel free to contact me. Thank you for your consideration.

Very truly yours, alan Betten

Alan Betten

AB/tsh

CC:

Peter Zimmerman, People's Counsel

Mr. Pat Keller, Planning Director

Mr. Lawrence E. Schmidt, Zoning Commissioner

Mr. James H. Thompson, Code Enforcement

Mr. Arnold Jablon, Director/PDM

Ms. Annette Kolb (via fax)

Ms. Lynn Earnest (via fax)

Mr. James Markle (via fax)

Mr. Shade O'Quinn (via fax)

COMMERCIAL PROPERTY AGREEMENT

2001, by and between Fait Avenue LLC 180 THIS AGREEMENT, made South Clinton Street, Baltimore, Md 21224, party of the first part (hereinafter referred to as Landlord), and Wal-Mart Stores East, Inc. with offices at 2001 SE 10th Street, Bentonville. . R 72716-0550 party of the second part (hereinafter referred to as Tenant).

WITNESSETHL that in consideration of the rents and covenants herein contained, the Landlor hereby leases to the Tenant and the Tenant hereby leases from the Landlord for use as hereinal cr specified, that certain real property located and more particularly described as follows: 4500 F H Avenue, Britimore, Maryland 21224.

TERM AND PAYMENT

1. The Landlerd does hurchy lease tatto the Tenant 10.000 Square Foot (+ or -) of warehouse space for . term of two (2) months commencing on the 9th day of November 2001 and ending on the 8th day of January 2002 at the total amusi rental of Nine Thousand Sixty Dollars and Sixty Six Cents (\$9.066.66) payable in monthly metallments in advance of Pour Thousand Five Hundred Thirty Times Dollars and 33(100 (\$4,533.33) on the Twelth day of each and every month after date at the office of Landlord as se forth keroin or at such other place as the Landlord may designate in writing.

SECURITY SYSTEMS

2. Landlord agrees to allow Tenant the use of it's cutteen Alarm System. Landlord also agrees to allow Tenant to unduli it's own starm / Video System on the premises. Tenant will be responsible for it's own security regardless of which system or system's it chooses to use I chant shall hold Landlord harmless. If the failure of Landlords Alarm System to function properly.

PAYMENT OFFICE

3 That Tenant will pay said rest at time specified without desirand or deduction to: Fait Avenue LLC. 1801 South Clinton Street, Baltimore, Maryland, 21224, or at such other place as Landlord may from 1 ne to time designate

OPERATING HOURS

A. Tonant shall have access to the leased premises 24 hours per day osch day of the year.

UTILITIES! PAYMENT

5 Total shall pay its share of the bill generated to the Landlord by the eletric company in an amount equal to its share of utilized space. Said Prostate share of Tenant's titlized space is 22%.

OCCUPANCY

5. Tenant will use said premises for Warchousing and will not use or permit said premises or any part thereof to be used for any disorderly or unlawful purpose.

ASSIGNMENT

7. Tenant will not transfer or assign this Luase, not subjet the whole or any part of the leased preinters without the written consent of the Landlord first had and obtained whose consent will not be unreason. My withheld

MAINTENANCE

8. Landlord shall keep the property in good repair, except damage to same occasioned by the negligent of Tenant Tenant shall return the Property in the same condition as received, normal wear and tear acce ted.

> **EXHIBIT** -170%-10-60-AON

11/09/2001 14:27 4202849403

PERSONAL PROPERTY & LIABILITY INSURANCE

9. The materials placed by Tenant within the Property shall at all times be the personal property of Tenant and Tenant shall provide its own insurance on same in such manner and upon such conditions as Tenant may desire for its own benefit and protection, and at its own expense. Landlord agrees that it shall be responsible for maintaining essualty. Are and liability manusance on the Property at all times during the term of this Agreement. Notwithstanding the foregoing Tenant shall be liable for all injuries to persons or damage to property occasioned by the negligence of the Tenant, and shall evidence insurance for such liability at the time of signing this lease.

SUBORDINATION

10. Lease is subject and subordinate to the lien of any mortgage, or deed of trust encombrance or encumbrances now or at any time hereinafter placed upon said premises. Tenant does hereby agree to execute any and all instruments to effect such subordination which the Landford may request or require, such instruments to be prepated and recorded at Landford's expense. Notwithstanding the foregoing, such instruments to be prepated and recorded at Landford's expense. Notwithstanding the foregoing. Landford shall secure for Tenant's benefit a non disturbance agreement from any mortgages or from any trustee under a deed of trust.

HAZARDOUS STORAGE

11. Tenant shall not use said premises, or suffer or permit the same, on any part thereof, to be used for the purpose of storing any material or, goods and/or make any alterations or changes in the promises which might in any way prejudice the insurance of said premises or increase the Its hazards to a greater extent than that nacessarily incident to the business for which the said promises are leaved as hereinbefore set forth.

COMPLIANCE WITH RULES & REGULATIONS

12. That Tenant will comply with all rules and regulations now in effect or that may hereafter be ensembly the County, State, or Federal government insofar as the same pertains in the conduct of Tenant's business in the demised premises, and to obtain all required licenses and permits including occupancy pennit.

SIGN CONTROL

13. Tenant will not place, exhibit or maintein any increhandite, fixtures at articles of any kind on sidewalks, parking spaces or alloys in front of or in the rear of or adjacent to said premises; that he will a st pant, place or affix on any part of the outer portion of said premises, or on the inside portion of the doc or anodows of said premises, any sign or advertisement except upon first obtaining written approval of a complete of said sign or advertisement which will not be unreasonably with the Landlord as to location, type and size of said sign or advertisement which will not be unreasonably with the Landlord will allow Tenant's name and the location of the demised premises to be placed on Building Directory, if applicable.

NOISE PROHIBITION

14. Tenant will not operate or point to be operated any machine or other noise making device in, or at rut said premises that might resourably be objectionable to the public. Standard Warehouse Forklifts and Warehouse Handling Equipment exempted.

TENANT AND EMPLOYEE PARKING

15. Tenant will ecoperate with Landlord and other Tenants toward having all Tenants and employees york or designated areas; such areas to be those furthest from the buildings in order that clients or customers may park in areas closest to the buildings

ALTERATIONS

16 [cpant agrees that any and all plans for modification and/or improvement affecting the electrical, structural or mechanical systems of the demised premises shall be submitted to the Landlord for prior written approval, whose consent will not be unreasonably withheld, and any such modification of improvement shall become part of the realty and shall not be tempoved at the termination of this Lease or any renewals and/or, extensions thereof writtent the written consent of the Landlord first had and obtained any renewals and/or, extensions thereof writtent the written consent of the Landlord first had and obtained

DEFAULT IN RENT

17. Provided always, that if Tenant shall Gal to pay said rent as afteresaid, in whole or in part for ten (10) days or more after written notice of delinquincy, or if Tenant shall break or violate any of the within coverants, in whole or at part for thirty (30) days or more, after written notice and demand to outs, then as i in any of said events, that lease and all things herein shall be deemed to be in default after written notice (deliquency. Written Notice to Quit is hereby expressly waived by Tenant and landlord may proceed to tecover possession of premises under and by virtue of the provisions of the Code of Law and amendment for the State of Maryland, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between Landlord and Tonant, and when such possession is obtained, Landlord may re-rent the demised premises at the risk and cost of the defaulting Tenant whose default in na stattance shall relieve him of liability for the difference between the rent lieseum teservoo and the rent actually received by the Landlord during the term remaining after such default occurs. In the event legal action is required by the Landlord against the Tenant for failure to pay remi or for breach of any other coverant in the Lease, the Tenant agrees to pay to the Landlord as liquidated damages additional rent. reasonable attorney's fees and all ofter costs of such litigation. Tune being of the essence in this contrac Topant agrees to pay a sum equal to (1.5%) of each one (1) months tent being in arreare more than ten (1.5) days

TERMINATION BY INSOLVENCY

18. It is further agreed and understood, that in the event the Tenant is adjudicated in a bankruptcy of makes an assignment for the benefit of his creditors, this Agreement shall, at the option of the Landlord, coase and terminate and said premises shall be surrendered to Landlord, who reserves the right in either it said events to forthwith re-enter and repossess said premises.

FIRE CLAUSE

19 If the Property becomes unleasnable due to fire, storm, estimates or other casualty not the fault of Tenant, this Agreement shall terminate as of the date of such destruction or damage, unless Landlord repairs the Property within fifteen (15) days of such destruction or damage, and Tenant shall have the ray it to remove its personal property from the Property.

Possession after conclusion of term

20. And in the event, the said Tenant shall elect and be suffered to reteath in possession of the said premises at the expiration of the term or any extension hereby created, said Tenant shall, by virtue of this Agreement become a Tenant by the month at 125% of the last months tental rate, which said monthly Tenant shall be subject to all the conditions and coverants of said Lease as though the same had been a monthly Lease material of a 2 month tenancy and shall give to the said Landlord at least thirty (30) days written notice of any intention in tensove from said premises, provided, however, that said Tenant by the month shall not be entitled to any prior written notice in the event said tent is not paid in advance witho a demand, written notice being expressly waived, the Landlord reserves the right under Possession After Conclusion of Term to cancel this lease by providing the Tenant with thirty (30) days written notice to vacate the premises.

3

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GENERAL

Z1. It is flattion understood and agreed, that the covenants, conditions and agreements contained in the within Lesse to be performed by the respective parties, are binding on and may be legally enforced by the said partics, their heits, executors, administrators, successors and assigns respectively. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the surgular anymher in any place or places herein, in which the context may require such substitution or substitutions.

NO WAIVER

22. It is further understond and agreed, that a warvet of one or more breaches of a covenant herein contrined shall not be considered a waiver of the covenant or agreement itself or of any subsequent ex other breach of the same coverabl or agreement, or of any other coverant contained herent

EMINENT DOMAIN

23 In the event that the demused premises shall be taken by public authority under Emment Domain or condemnation proceedings, for public or quan-public purposes, this Lesse shall terminate as of the date o possession shall be so taken. A voluntary sale by the Landlord to any public or quasi-public body, agency or person, corporate or otherwise, having the power of Emittent Domain, either maker threat or condemnation or while condemnation proceedings are pending, shall be deemed to be taking by Eminent Dornain for the purposes of this exticle. It is expressly agreed that all sums awarded or allowed for such taking of said promises, or any part thereof, or for damages for such taking shall belong to the Landlord, and the same are bereby assigned to the Landloid, and Tenant shall have no interest in or claim to such award, or any part thereof, whether such award shall be for the taking of such property or for damages or otherwise. Termi may at his own expense, take independent proceedings against the condemning authoraty, to prove and establish any demage Tenant may have sustained.

QUIET POSSESSION

24. So Long as the Tenant complies with this Lease, the Tenant shall be entitled to the quiet and peaceful use and enjoyment of the premises.

EXTENSION " TO THE TOTAL

25. Provided Tenant is not in default nor had been in default thirty days prior thereto. Tenant shall have the option to renew and extend the term of the Lease for a period of three (3) years beginning upon the expitation of the unital term provided that Terrant, at least ninety (90) days prior to the expiration of the initial term. gives Landlord written notice of its intention to exercise such option. Any such renewed and extended term shall be at the Current Armed rest plus so increase of times (3) percent per year, and shall exhauste be subject to all of the agreements, coverants and conditions set forth in this Lease.

PROPERTY LOSS

27. Landlord shall not be liable for damage to Tenant's personal property, except where such is due to Landlord's breach of the provisions of this Agreement or to the acts or omissions of the Landlord or Landlord's umployees, agents, contractors and invitees. Yenant shall not be liable for damage to any personal property which Landlord may have left on the Property upon delivery of Property for possessic by Tenent, except where such is due to Tenent's breach of the provisions of this Agreement at to the act or emissions of the Tenant or Tenant's employees, agents, contractors and invitees.

THUE UZ

PAGE 86

SER: At 11/09-01 03:08:19 FM Page 5

11/89/2601 14:27 4102849463

IN TESTIMONY WHEREOF, Landlerd and Tenant have hereunto agrical their numerally Littled their scale this day and year hereundows written

WITNESS

WIINESS

WITNESS

11-9-6

DATE

11.13-01

WITNESS

IN TESTIMONY WHEREOF, Landlord and Tenant have hereunto signed their names and affixed their seals this day and year hereunahove written

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ATTORNEYS AT LAW

BALTIMORE OFFICE
WOODHOLME PROFESSIONAL BUILDING
1838 GREENE TREE ROAD, SUITE 370
BALTIMORE, MARYLAND 21208
(410) 415-0490

SUITE 200, NOTTINGHAM CENTRE 502 WASHINGTON AVENUE TOWSON, MARYLAND 21204-4513

> (410) 339-7100 FAX: (410) 339-7107

ALAN BETTEN
abetten@k3bclaw.com

EXHIBIT

August 17, 2001

VIA HAND DELIVERY

Mr. James Thompson
Supervisor, Code Enforcement
Baltimore County Department of
Permits and Development Management
County Office Building
111 West Chesapeake Avenue
Towson, MD 21204

RE: Wal-Mart Stores, Inc. (Dundalk) - 15th Election District

Dear Mr. Thompson:

This letter is intended as a follow-up to our recent discussions concerning the above-captioned matter. As you know, our client, Wal-Mart Stores, Inc. ("Wal-Mart"), desires to obtain approval from your department for the temporary use of excess storage trailers to be placed on its existing parking lot. It is Wal-Mart's intent that such temporary storage be in use for the period September 1 – December 31, 2001.

As we have also discussed, I am enclosing a Revised Site Development Plan (the "Revised Plan") for the Dundalk, Maryland Store, on which the proposed location of the trailers is noted. The Revised Plan has been shown to and approved by Mr. John J. Sullivan, Jr., Planner II — Zoning Review, who confirmed that, even with the temporary decrease in the number of parking spaces available on Wal-Mart's property, the remaining number of parking spaces exceeds the number required by the Baltimore County Zoning Code.

The Revised Plan has also been shown to and approved by Mr. John Bryant, of the Baltimore County Fire Marshall's Office, who confirmed to me that the trailers will not impede the ingress/egress of any fire trucks, and that the proposed location of the trailers is far enough away from the Wal-Mart Store to comply with the Baltimore County Fire Code.

In addition, I have spoken with Mr. Donald Rascoe, Development Manager for the Baltimore County Department of Permits and Development Management. After reviewing the Revised Plan, Mr. Rascoe confirmed that the Revised Plan does not need to proceed through the

ATTORNEYS AT LAW

Mr. James Thompson August 17, 2001 Page 2

DRC process, because the temporary use of the excess storage trailers do not constitute a "development."

I would appreciate your reviewing the enclosed Revised Plan and, if it meets with your approval, sending me a letter stating that your office approves this Letter Application of Wal-Mart Stores, Inc. to temporarily locate the excess storage trailers, as shown on the Revised Plan, for the period September 1-December 31, 2001. I understand that you will instruct a zoning inspector to visit the site early in January, 2002, in order to ensure that the trailers have been removed in accordance with your approval.

If you have any questions, please feel free to contact me. I will be away from the office during the week of August 20th, but will return on August 27, 2001. Thank you for your consideration.

Very truly yours,

Alan Betten

AB/ck

Enc.

cc:

Mr. John J. Sullivan, Jr. (via hand delivery)

Mr. John Bryant (via hand delivery)

Mr. Kim A. Kauffman

Ms. Annette Kolb

Ms. Lynn Earnest

NOV 1 7 2000

COMMERCIAL PROPERTY AGREEMENT

GRANT THIS AGREEMENT, made _______2000, by and between Fait Avenue LLC of 1801 South Clinton Street, Baltimore, Md 21224, party of the first part (hereinafter referred to as Landlord), and Wal-Mart Stores East, Inc. of 702 S.W. 8th Street, Bentonville, AR 72716, with offices at 2001 SE 10th Street, Bentonville, AR 72716-0550 party of the second part (hereinafter referred to as Tenant).

WITNESSETH, that in consideration of the rents and covenants herein contained, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord for use as hereinafter specified, that certain real property located and more particularly described as follows: 4500 Fait Avenue, Baltimore, Maryland 21224.

TERM AND PAYMENT

1. The Landlord does hereby lease unto the Tenant 10,000 Square Feet (+ or -) of Warehouse Space for a term of one (1) year commencing on the 1st day of October 2000 and ending on the 30th day of September 2001 at the total annual rental of Fifty Two Thousand Eight Hundred Dollars (\$52,800.00) payable in monthly installments in advance of Four Thousand Four Hundred Dollars and 00/100 (\$4,400.00) on the FIRST day of each and every month after date at the office of Landlord as set forth herein or at such other place as the Landlord may designate in writing.

SECURITY SYSTEMS

2. Landlord agrees to allow Tenant the use of it's current Alarm System. Landlord also agrees to allow Tenant to install it's own alarm / Video System on the premises. Tenant will be responsible for it's own security regardless of which system or system's it chooses to use. Tenant shall hold Landlord harmless for the failure of Landlords Alarm System to function properly.

PAYMENT OFFICE

3. That Tenant will pay said rent at time specified without demand or deduction to: Fait Avenue LLC, 1801 South Clinton Street, Baltimore, Maryland, 21224, or at such other place as Landlord may from time to time designate.

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4. Tenant shall have access to the leased premises 24 hours per day each day of the year.

UTILITIES/ PAYMENT

5. Tenant shall pay its share of the bill generated to the Landlord by the eletric company in an amount equal to its share of utilized space. Said Pro-rata share of Tenant's utilized space is 22%.

OCCUPANCY

6. Tenant will use said premises for Warehousing and will not use or permit said premises or any part thereof to be used for any disorderly or unlawful purpose.

ASSIGNMENT

7. Tenant will not transfer or assign this Lease, nor sublet the whole or any part of the leased premises without the written consent of the Landlord first had and obtained whose consent will not be unreasonably withheld.

MAINTENANCE

8. Landlord shall keep the property in good repair, except damage to same occasioned by the negligence of Tenant. Tenant shall return the Property in the same condition as received, normal wear and tear accepted.

PERSONAL PROPERTY & LIABILITY INSURANCE

9. The materials placed by Tenant within the Property shall at all times be the personal property of Tenant and Tenant shall provide its own insurance on same in such manner and upon such conditions as Tenant may desire for its own benefit and protection, and at its own expense. Landlord agrees that it shall be responsible for maintaining casualty, fire and liability insureance on the Property at all times durinf the term of this Agreement. Notwithstanding the foregoing Tenant shall be liable for all injuries to persons or damage to property occassioned by the negligence of the Tenant, and shall evidence insurance for such liability at the time of signing this lease.

SUBORDINATION

10. Lease is subject and subordinate to the lien of any mortgage, or deed of trust encumbrance or encumbrances now or at any time hereinafter placed upon said premises. Tenant does hereby agree to execute any and all instruments to effect such subordination which the Landlord may request or require, such instruments to be prepared and recorded at Landlord's expense. Notwithstanding the foregoing, Landlord shall secure for Tenants benefit a non disturbance agreement from any mortgagee or from any trustee under a deed of trust.

HAZARDOUS STORAGE

11. Tenant shall not use said premises, or suffer or permit the same, on any part thereof, to be used for the purpose of storing any material or, goods, and/or make any alterations or changes in the premises which might in any way prejudice the insurance of said premises or increase the fire hazards to a greater extent than that necessarily incident to the business for which the said premises are leased as hereinbefore set forth.

COMPLIANCE WITH RULES & REGULATIONS

12. That Tenant will comply with all rules and regulations now in effect or that may hereafter be enacted by the County, State, or Federal government insofar as the same pertains to the conduct of Tenant's business in the demised premises, and to obtain all required licenses and permits including occupancy permit.

SIGN CONTROL

13. Tenant will not place, exhibit or maintain any merchandise, fixtures or articles of any kind on sidewalks, parking spaces or alleys in front of or in the rear of or adjacent to said premises; that he will not paint, place or affix on any part of the outer portion of said premises, or on the inside portion of the doors or windows of said premises, any sign or advertisement except upon first obtaining written approval of the Landlord as to location, type and size of said sign or advertisement which will not be unreasonably witheld. Landlord will allow Tenant's name and the location of the demised premises to be placed on Building Directory, if applicable.

NOISE PROHIBITION

14. Tenant will not operate or permit to be operated any machine or other noise making device in, or about said premises that might reasonably be objectionable to the public. Standard Warehouse Forklifts and Warehouse Handling Equipment exempted.

TENANT AND EMPLOYEE PARKING

15. Tenant will cooperate with Landlord and other Tenants toward having all Tenants and employees park in designated areas; such areas to be those furthest from the buildings in order that clients or customers may park in areas closest to the buildings.

ALTERATIONS

16. Tenant agrees that any and all plans for modification and/or improvement affecting the electrical, structural or mechanical systems of the demised premises shall be submitted to the Landlord for prior written approval, whose consent will not be unreasonably withheld, and any such modification or improvement shall become part of the realty and shall not be removed at the termination of this Lease or any renewals and/or, extensions thereof without the written consent of the Landlord first had and obtained.

DEFAULT IN RENT

17. Provided always, that if Tenant shall fail to pay said rent as aforesaid, in whole or in part for ten (10) days or more, after written notice of delinquency, or if Tenant shall break or violate any of the within covenants, in whole or in part for thirty (30) days or more, after written notice and demand to cure, then and in any of said events, this lease and all things herein shall be deemed to be in default after written notice of deliquency. Written Notice to Quit hereby expressly waived by Tenant and landlord may proceed to recover possession of premises under and by virtue of the provisions of the Code of Law and amendments for the State of Maryland, or by such legal process as may at the time be in operation and force in like cases relating to proceedings between Landlord and Tenant, and when such possession is obtained, Landlord may re-rent the demised premises at the risk and cost of the defaulting Tenant whose default in no instance shall relieve him of liability for the difference between the rent herein reserved and the rent actually received by the Landlord during the term remaining after such default occurs. In the event legal action is required by the Landlord against the Tenant for failure to pay rent or for breach of any other covenant in the Lease, the Tenant agrees to pay to the Landlord as liquidated damages additional rent, reasonable attorney's fees and all other costs of such litigation. Time being of the essence in this contract, Tenant agrees to pay a sum equal to (1.5%) of each one (1) months rent being in arrears more than ten (15) days.

TERMINATION BY INSOLVENCY

18. It is further agreed and understood, that in the event the Tenant is adjudicated in a bankruptcy or makes an assignment for the benefit of his creditors, this Agreement shall, at the option of the Landlord, cease and terminate and said premises shall be surrendered to Landlord, who reserves the right in either of said events, to forthwith re-enter and repossess said premises.

FIRE CLAUSE

19. If the Property becomes untenanable due to fire, storm, earthquake or other casualty not the fault of Tenant, this Agreement shall terminate as of the date of such destruction or damage, unless Landlord repairs the Property within fifteen (15) days of such destruction or damage, and Tenant shall have the right to remove its personal property from the Property.

POSSESSION AFTER CONCLUSION OF TERM

20. And in the event, the said Tenant shall elect and be suffered to remain in possession of the said premises at the expiration of the extension hereby created, said Tenant shall, by virtue of this Agreement become Tenant by the month at 125% of the last months rental rate, which said monthly Tenant shall be subject to all the conditions and covenants of said Lease as though the same had been a monthly Lease instead of a THREE (3) year tenancy and shall give to the said Landlord at least thirty (30) days written notice of any intention to remove from said premises, provided, however, that said Tenants by the month shall not be entitled to any notice in the event said rent is not paid in advance without demand, the usual Thirty (30) days written notice being expressly waived, the Landlord reserves the right under Possession

After Conclusion of Term to cancel this lease by providing the Tenant with thirty (30) days written notice to vacate the premises.

GENERAL

21. It is further understood and agreed, that the covenants, conditions and agreements contained in the within Lease to be performed by the respective parties, are binding on and may be legally enforced by the said parties, their heirs, executors, administrators, successors and assigns respectively. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number in any place or places herein, in which the context may require such substitution or substitutions.

NO WAIVER

22. It is further understood and agreed, that a waiver of one (1) or more breaches of a covenant herein contained shall not be considered a waiver of the covenant or agreement itself or of any subsequent or other breach of the same covenant or agreement, or of any other covenant contained herein.

EMINENT DOMAIN

23. In the event that the demised premises shall be taken by public authority under Eminent Domain or condemnation proceedings, for public or quasi-public purposes, this Lease shall terminate as of the date of possession shall be so taken. A voluntary sale by the Landlord to any public or quasi-public body, agency or person, corporate or otherwise, having the power of Eminent Domain, either under threat or condemnation or while condemnation proceedings are pending, shall be deemed to be taking by Eminent Domain for the purposes of this article. It is expressly agreed that all sums awarded or allowed for such taking of said premises, or any part thereof, or for damages for such taking shall belong to the Landlord, and the same are hereby assigned to the Landlord, and Tenant shall have no interest in or claim to such award, or any part thereof, whether such award shall be for the taking of such property or for damages or otherwise, Tenant may at his own expense, take independent proceedings against the condemning authority, to prove and establish any damage Tenant may have sustained.

QUIET POSSESSION

24. So Long as the Tenant complies with this Lease, the Tenant shall be entitled to the quiet and peaceful use and enjoyment of the premises.

EXTENSION

25. Provided Tenant is not in default nor had been in default thirty days prior thereto, Tenant shall have the option to renew and extend the term of the Lease for a period of three (3) years beginning upon the expiration of the initial term, provided that Tenant, at least ninety (90) days prior to the expiration of the initial term, gives Landlord written notice of its intention to exercise such option. Any such renewed and extended term shall be at the Current Annual rent plus an increase of three (3) percent per year, and shall otherwise be subject to all of the agreements, covenants and conditions set forth in this Lease.

TERMINATION OPTION

26. Tenant has the right to terminate this lease on December 31, 2000. In doing so, Tenant must notify Landlord by certified mail no later than November 30, 2000. Without said notification, Tenant agrees to continue with the lease for the full term of one (1) year. Afterwhich, Tenant has the right to terminate obligation at the end of each lease term by providing Landlord with ninety (90) days written notice.

PROPERTY LOSS

27. Landlord shall not be liable for damage to Tenant's personal property, except where such is due to Landlord's breach of the provisions of this Agreement or to the acts or omissions of the Landlord or Landlord's employees, agents, contractors and invitees. Tenant shall not be liable for damage to any personal property which Landlord may have left on the Property upon

delivery of Property for possession by Tenant, except where such is due to Tenant's breach of the provisions of this Agreement or to the acts or omissions of the Tenant or Tenant's employees, agents, contractors and invitees.

IN TESTIMONY WHEREOF, Landlord and Tenant have hereunto signed their names and affixed their seals this day and year hereinabove written

WITNESS

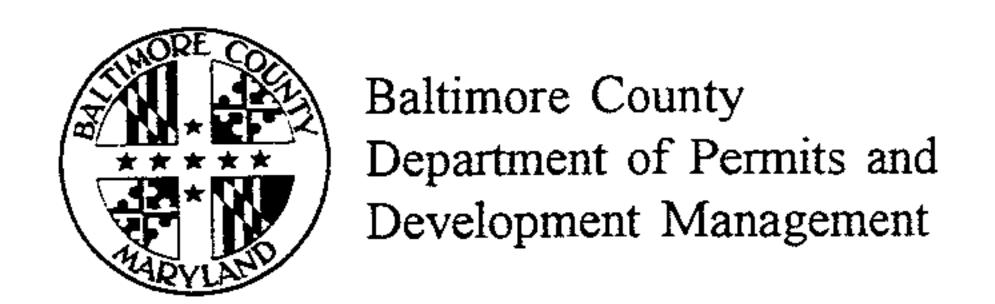
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TENANT

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TENANT

LANDLORD



Permits and Licenses
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
(410) 887-3900

Fax: (410) 887-2824

September 4, 2001

Mr. Alan Betten, Esquire Kandel, Klitenic, Kotz, Betten & Cherow, LLP Suite 200, Nottingham Centre 502 Washington Avenue Towson, MD 21204-4513

Re: Wal-Mart Trailer Storage 2399 North Point Blvd

Dear Mr. Betten:

In response to your letter of August 17, 2001, conditional approval will be granted to Wal-Mart to allow them the opportunity to park storage trailers on 2399 North Point Boulevard from September 1 to December 31, 2001. One must realize even though Zoning Review, Fire Plans Review and Development Management do not see a problem with this proposal, if a complaint is lodged with Code Enforcement, a correction notice would be issued to the property owner. This action would be taken because compliance with Section 415.2B of the <u>Baltimore County Zoning Regulations</u> (BCZR) is not taking place. If this were to occur, either Wal-Mart must remove all trailers, comply with Section 415.2B or file for a special hearing.

Hopefully, no complaints will be lodged with Baltimore County, wherein; Wal-Mart can actually pursue building expansion plans for the coming year and thus eliminate the need for further trailer storage. As always, if additional questions remain, please contact me at 410-887-8094.

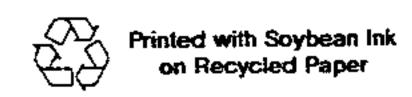
Sincerely

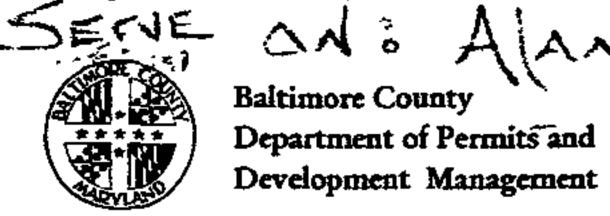
Jame's H. Thompson
Code Inspections and
Enforcement Supervisor

JHT:lrs

Cc: Inspector, Paul Cohen







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

Code Enforcement:

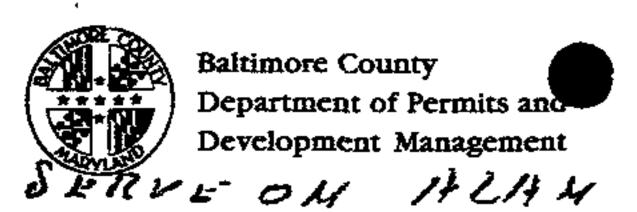
410-887-3351

Plumbing Inspection: Electrical Inspection:

410-887-3620 410-887-3960

Building Inspe	ction:	410-887-3953	Electrical Inspection:	410-887-3960
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Code Inspections and Enforcement County Office Building 111 West Chesapeake Avenue

Towson, MD 21204

Plumbing Inspection:

Code Enforcement:

Building Inspection:

410-887-3351 410-887-3953

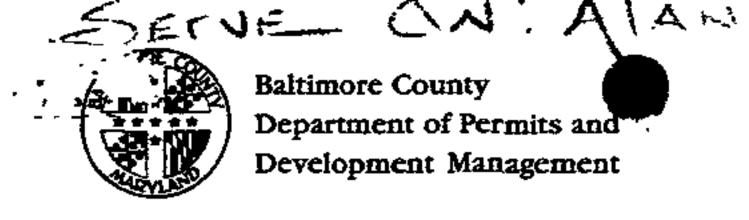
Electrical Inspection:

410-887-3620 410-887-3960

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

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EXHIBIT



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

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

410-887-3620 410-887-3960

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

SERVE ON RESIDENT AGENT, CORPORATE OFFICER, OWNER, TENANT, AS APPLICABLE
Citation/Case No. Property No. 15-17-39170 Zoning:
Name(s): WAI - MACH REALES LATE
C/A WAT MAST STATES 101-21/35
Address: Property 10xx 0555 1201 E 1045
Violation District Violation
Location: 2377 105-0555 Violation
Dates: CACOEC 3, 2001
BALTIMORE COUNTY FORMALLY CHARGES THAT THE ABOVE-NAMED PERSON(S) DID UNLAWFULLY VIOLATE THE FOLLOWING BALTIMORE COUNTY LAWS OR REGULATIONS:
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Pursuant to Section 1-8, Baltimore County Code, a civil penalty has been assessed, as a result of the violation cited herein, in
has been assessed, as a result of the violation cited herein, in the amount indicated: 150 255 x 1200
A quasi-judicial hearing has been pre-scheduled in Room 116, 111 West Chesapeake Avenue, Towson, Maryland, for: Date: 1 20-0!
TRAVERS AND SINCE 9/17/0/ Time 9:00 AM
Citation must be served by:
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:
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NOTICE OF INTENTION TO DEFEND
Print Name: Citation/Case No.:
Address:
Date Defendant's Signature DEFENDANT

EXHIBIT

EXHIBIT

ATTORNEYS AT LAW

BALTIMORE OFFICE
WOODHOLME PROFESSIONAL BUILDING
1838 GREENE TREE ROAD, SUITE 370
BALTIMORE, MARYLAND 21208
(410) 415-0490

SUITE 200, NOTTINGHAM CENTRE 502 WASHINGTON AVENUE TOWSON, MARYLAND 21204-4513

> (410) 339-7100 FAX: (410) 339-7107

ALAN BETTEN abetten@k3bclaw.com

September 28, 2001

VIA HAND DELIVERY

Director of Baltimore County Department of Permits & Development Management County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Uniform Code Enforcement Citation No. 01-1807

This is to inform you that this Firm represents Wal-Mart Stores, Inc., the owner of the property named in the above-captioned Citation, dated September 17, 2001. Please be advised that Wal-Mart Stores, Inc. hereby requests a hearing on this matter, because it believes that no violation has occurred.

If you have any questions, please feel free to contact me.

Very truly yours,

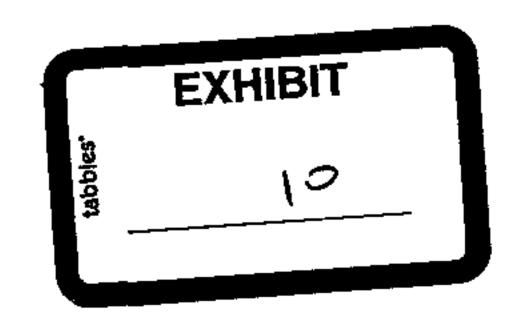
Alan Betten

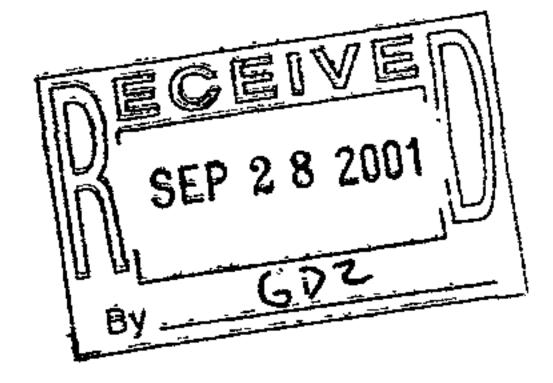
AB/tsh

cc: Ms. Annette Kolb (via fax)

Ms. Lynn Earnest (via fax)

Mr. Kim Kauffman (via fax)





136.1.1-director-dpm-ltr-9.28.01

ATTORNEYS AT LAW

BALTIMORE OFFICE
WOODHOLME PROFESSIONAL BUILDING
1838 GREENE TREE ROAD, SUITE 370
BALTIMORE, MARYLAND 21208
(410) 415-0490

SUITE 200, NOTTINGHAM CENTRE 502 WASHINGTON AVENUE TOWSON, MARYLAND 21204-4513

> (410) 339-7100 FAX: (410) 339-7107

ALAN BETTEN abetten@k3bclaw.com

October 12, 2001

VIA HAND DELIVERY

Mr. Arnold Jablon
Director of Baltimore County Department
of Permits & Development Management
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

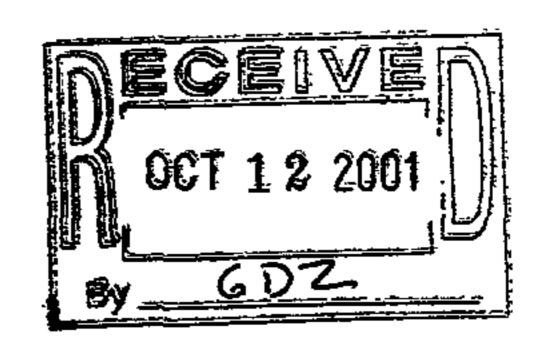
Re: Amended Uniform Code Enforcement Citation No. 01-1807

Dear Mr. Jablon:

As set forth in my prior letter dated September 28, 2001, this Firm represents Wal-Mart Stores, Inc., the owner of the property named in the above-captioned Amended Citation, dated October 4, 2001. Wal-Mart Stores, Inc. hereby requests a hearing on the Amended Citation, because it continues to believe that no violation has occurred.

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Please note that, whereas the hearing scheduled on the Citation originally issued on September 17, 2001 is scheduled for November 7, 2001, at 9:00 a.m., the hearing set forth on the Amended Citation, issued on October 4, 2001, is scheduled for November 20, 2001, at 9:00 a.m. I suggest that it may be a prudent economy to consolidate the two hearing dates. I would appreciate your advising me whether the hearing dates will be consolidated and what the new hearing date and time will be.



ATTORNEYS AT LAW

Mr. Arnold Jablon October 12, 2001 Page 2

In the meantime, if you have any questions, please feel free to contact me.

Very truly yours,

Alan Betten

AB/tsh

Ms. Annette Kolb (via fax) CC:

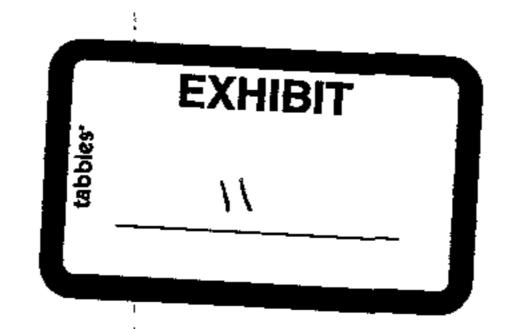
Ms. Lynn Earnest (via fax)

Mr. Kim Kauffman (via fax)

Mr. James Thompson

ATTENTION CUSTOMERS

DUE TO ZONING ISSUES WE MAY NOT BE ABLE TO HAVE STORAGE CONTAINERS FOR NEXT YEAR'S XMAS SEASON. THIS MAY AFFECT WHAT OUR CUSTOMERS MAY PUT ON LAYAWAY AND FOR HOW LONG PLEASE SIGN THE PETITION TO HELP KEEP YOUR LAYAWAY PRIVILEGES GOING AND KEEP THE DUNDALK ECONOMY GROWING. THANK YOU WALMART MANAGEMENT AND ASSOCIATES



NAME	ADDRESS	ZIP CODE
Sardy Swearingry	1904 Amount	21222
Charle Month	2012 Kelmore	_2/22_
Jode Williams	6206 Brown aug B1	21224
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Charlotte Hugustynial	3426 ORMUALL RD	21222
	727 Roberts Ave.	2122
Dhela Mapp	822 New Battle Grove Rd	31337
	Dastolale Pol	21824
Mellie Vance	3728 While Rine Qd	21220
Taura Mla	1302 Kirtley Rd	
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Karen Knight	28/6 Wathaniel War	1 2/2/0
du Retedo	Melen live	21221
BUTTY Smith	78/6 New Battle Grove	21222
tames Staton	8044 Mid Haven Road	21222
MElisa Maryin	573 WELDBOOK RE	@10891
Michelle Haimon	2006 KINCETINDE UN	3133
Daw Anderson	8337 (3rad Con k 120.	<u>Z1222</u>
NORMAN Eckstein	25 Greenwid, 8L.	21200
Kristin Krewsty	113 Kinship Rd.	212202
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Cindy Heidel	ZIOY Gchedale	-21214
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Michelle Rien	973 COSTON DE CONTRA	71775
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Chris Reed	69/6 Redgerray	Rd 21222
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	3 Winners Circle	21205 F1016
	118 Perrutills Rd.	21162
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Minus Smith	1911-Lack Leel Pd	2/22
Vincent Coldarasis	1 Thomas Lane	2/2/9
Sundra Jones	North Poin GIVD	21222
Bapall Waln	1346 Church RD	21222
Virginia Jones	111/ Kochester PL	21224

NAME	<u>ADDRESS</u>	ZIP CODE
aula Yarborough	2740 Hugo Ave.	2/218
Edwin Lead		2122 11
fallie min	W 13 DENTION	7/323
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Laula Montgome	1 6006 Amberwood	7/200
Mary P. Relines	4320 Likeurt Rd.	21222
Sharon al Bander	615 Old Worth PERU	21224
Robert E. Hoern	4756 Jues Lane 219 River view Ave	21222
Sandia tuto	2722 William Spring Rd	21222
Kimil Leden	1142 QUANTYIL WAY	21205
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Kathy FrikEpicz.	TIBIL Extracut (11/2	21224
Themson books	27/3 Cresta Rd.	21222
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J. M. Alon Dolle	3510 Elmora AVR	<u> </u>
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Henri Martino	1010 BRYKEY ROL	21221 21221
Steve Beam	8205 Bens Creek Vr	21772
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JOAN JOFINO	1910 Carkhall Rd	2/2/2/2
Danielle Barner	4810 FrankFord AVE	31206
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JoAnn Cook	541 Woodlyn Rd	21221
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Megan Hood	7202 Stratton way.	4 100 Y
Mary Krooning	647 47 1 5t.	21224
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Jacher Weller	1502 Int Class	21220
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Margont Shafferma	23254 Sparrows Point Rd	2/2/91
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Janet Kunner	7069 Eastbrook ave	~1224
Total Detaken	1500 Picolay Way	21221
Tiffany Chatham	2016 Lar Khall Bu	2122
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Ed Mc Kinny	1501 Charlo He Ave Balt. 11	W. 21224
William R. Worker ein		217512
Anârea Moss	1407F Clear stream Rd	21221
Kenneth Brosious	515 Bayside Drive	21222
Carol A. Beall	1022 Dallon ave	2/224
	3501 MCShine Way	<u> </u>
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Patricial Pohorence	435 Drewst	21224
Michely Wesser	1927 Owley Rd	2122
Nick Hardingham	610 KIVELSIDE Zd.	2/22/
Van Nua Nagluin	1105 Anglesea St	212-04
MAKGACET SAAU	2515 E FASETTE	-11224
SUSAN 112 NOFF	1035 850100000	7 1001
CHARLOS SOITH	2800 MOORENTE RI	21222
Kathler Poller	8043 Del Haven Rd	- 212a2
stim war	Hal Blukedali Pil	- (\(\cap c \)
Janu Kahmann	17166 Chase St.	\$ 4373
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Bulliewilson	2146N. Boundar Rd	<u>21999</u>
Joseph () >	1819 JACKSON DO DOS	プリナナ
Tammy Daily	9 Dueroide Rd	10610
Mary Toniatoroski	275 8 East ave	21224
(HROMEBO19CHO.	316 5. Highland & ne	21724
susan a Indon	7411 School Lane	21222
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2 Mary Remen	1704 R. Collingain the	21213
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1 h.11.20a Towns	5201 Pembruke Are	21206
6 Julia Harris	1105 Babchy St	21202
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8 Micheal Hall	1919 Black stone Rd	21214
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Pamela Bandough	4512 Hartwait St.	21224
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Bothi Clift	1103 Country Terrace Rd #J	2133 /
Cana Souddin	716 49thSt, 21234	
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Donna Hupser	7910 Wise tve	21722
Parcy Lawson	3530 McShane Way	21222
Tonna Willams	3440 Dungan LD	2/402
Harsa Jaris	7828 E. allerghan All	#/> 3/202
Joseph an Amorten	921Walant Store Mil.	2/22/
Gerau Myll-	1011Valata Coat	
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NAME	ADDRESS	ZIP CODE
Marlen Wheatley 72/	2 Brienod B1.	21224
Meliza Hall 816	1 Kacahagh Rd-	3/333
Jonden Merryman 1909	4 St. Dut	7/222
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Toolan Deliver	737 Burnham R	2/222
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ann Milbores 1 393	>0 Clorest und St	21224 21224
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Lucing Jones	509 NIGHTA AVE	21205
ade Bukes	813 Loalan Ove	2/222
Mana Tu Con		21222
JARCY STOIK,	3430 KAVenwood Ac,	3/3/3
(Ivyotal sondon)	2605 Eage Fame 1d	JW19

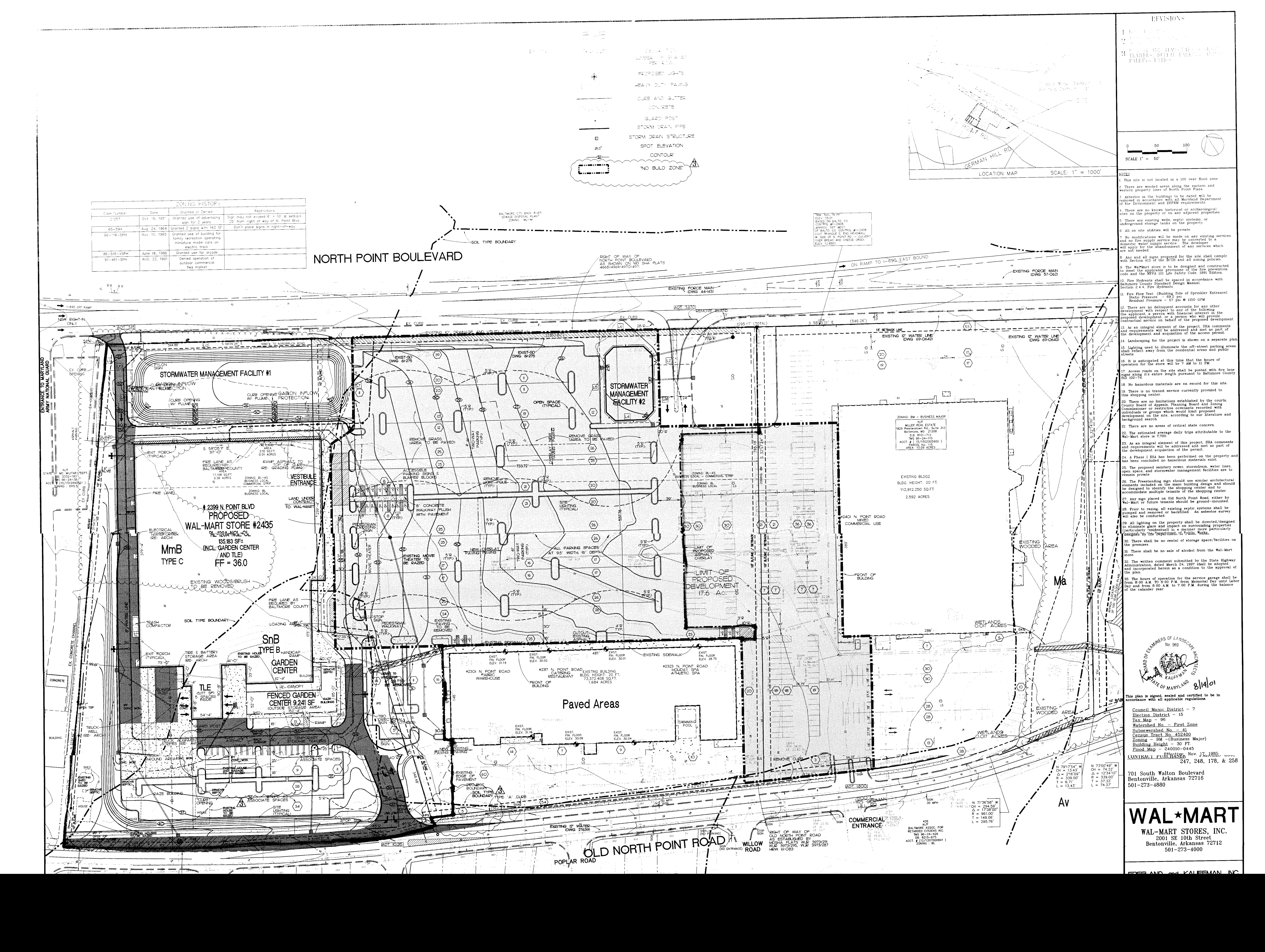
NAME	<u>ADDRESS</u>	ZIP CODE
Helep Bedboux	1620 Four Georges CA A)	21222
L. C. Mus.	1618- Four Long or 131-	2/2/
Shanan Shape	9323 Kovangan Ra	21222
Lisi à FRANZe	1501 Church Ro	2/221
Jessia Friels	6 Contra Section	21220
Michelle Stark	5005 Delagrange Rue	31305
Nancy Wisse	73 Willow Spring Rd	21255
TRING BUCY	7728 EASTDATE RD 21224	21221
5.50hn50h	3 N. BROCHORD SH.	<u> </u>
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J. Willipas	1283 Gilling land	7/2/2
michelle Disney	The Control City of Control Co	7/200
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Linda Swiger	1170 CON HEILON	71777
Jody arel	1679 Gray HOWAN	21224
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Donathy Vellors	3431 Court way	23:735
Maria (D)	& hadman are	21891
Elisabet Hierald	6940 Brown Fol	21222
And the season	279 Hars 10 Rd	2/220
Barbara C Dane	115 S. HICKLAND AM.	21324
Heranie Bowen	2603 Lille Farm Ril.	21219
Debok M. Juhr	20132 Grende La	2/234
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Mary	521 N. Milan Bre	21205
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Mari Nava	52 WAGNER LV	21221
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mary antrose	3029 MALIFORTHE	21234_
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In a	416 Ave-B	<u> </u>
Michelle Howell	101 6 1-080 - 101 6 1-080	31800
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NAME	<u>ADDRESS</u>	ZIP CODE
anni Muria Rais	2707 Southbrook RD	21222
Custa Di Wall	7608 Meadon way	2/332
Michael Whan	930 Francis Fr	21271
John Sus	619 5 10 intra	2/23/
Riscilla Heeter	125 Patapsia Ave.	31227
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Harb Thuell	2-16 5. Jung OPAR	21219
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Benill Day	1956 Quertings	13132
CAROLYNAWN PATE	3631 DULLEN HWI	21234
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Carolyn Keft	945 Abrecks Way	1/224 21225
Xout Kommeres	1711 PaHinore St.	21224
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Carol lin :	1027 march poly	2122/
MO Man	443Essexund Ct	2127/
Camarie Pyran	lu: 2505 Fait au	21224
Beth Besold	8807 ashford Col	21234
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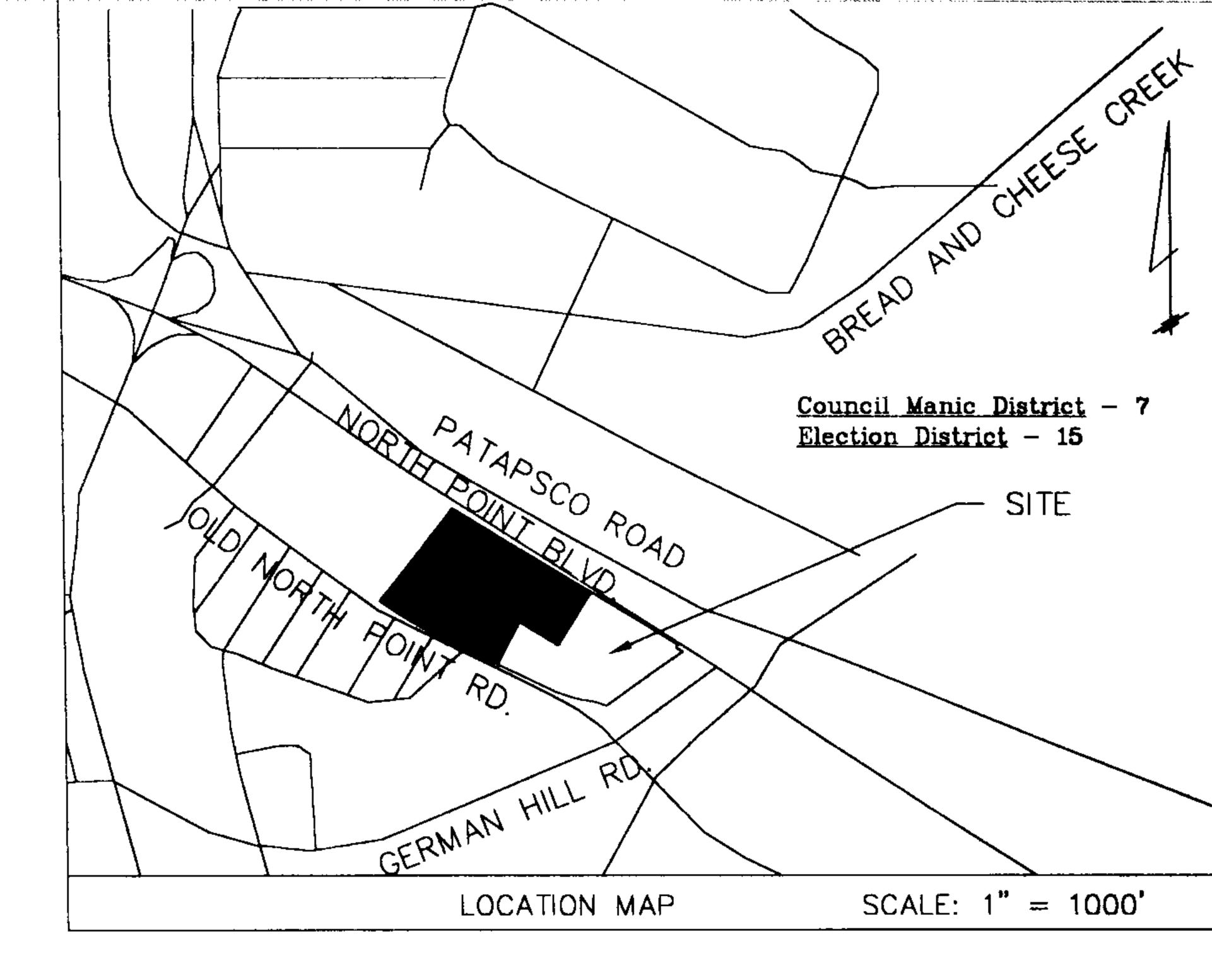








POINT OF BEGINNING _____ Shahili biramamanınınının PARKING (TYP.) S. 2 1 -------- The second section of the second of <u>61'</u> FOR CONTINUATION SEE SHEET 2 OF 2 PDM #XV-688 Council Manic District Election District - 15 <u>Tax Map</u> - 96 Watershed No. - First Zone we'r OF MARCHES



1. This site is not located in a 100 year flood zone. 2. There are wooded areas along the eastern and western property lines of North Point Plaza. 3. Asbestos in the buildings to be razed will be removed in accordance with all Maryland Department of the Environment and DEPRM requirements. 4. There are no known historical or archaeological sites on the property or on any adjacent properties.

5. There are existing wells, septic systems, of underground storage tanks on the property.

6. All on site utilities will be private. 7. No modifications will be made on any existing services and no fire supply service may be converted to a domestic water supply service. The developer will apply for the abandonment of any services which are not needed.

8. Any and all signs proposed for the site shall comply with Section 413 of the BCZR and all zoning policies. The Wal*Mart store is to be designed and constructed to meet the applicable provisions of the fire prevention code and the NFPA 101 Life Safety Code, 1991 Edition. 10. Fire Hydrants shall be spaced in accordance with Baltimore County Standard Design Manual, Section 2.4.4, Fire Hydrants.

11. Fire Flow Test: (Building Side of Sprinkler Entrance)
Static Pressure — 69.2 psi
Residual Pressure — 57 psi ● 1150 GPM

12. There are no delinquent accounts for any other development with respect to any of the following: the applicant, a person with financial interest in the proposed development, or a person who will provide contractual service on behalf of the proposed development. 13. As an integral element of the project, SHA comments and requirements will be addressed and met as part of the development and acquisition of the access permit.

14. Landscaping for the project is shown on a separate plan. 15. Lighting used to illuminate the off-street parking areas shall reflect away from the residential areas and public

16. It is anticipated at this time that the hours of operation for the store will be 7 AM to 11 PM. 17. Access roads on the site shall be posted with fire lane signs along it's entire length pursuant to Baltimore County Bill 102-74.

18. No hazardous materials are on record for this site. 19. There is no transit service currently provided to this shopping center.

20. There are no limitations established by the courts, County Board of Appeals, Planning Board and Zoning Commissioner or restrictive covenants recorded with individuals or groups which would limit proposed development on the site, according to our literature and background search.

21. There are no areas of critical state concern.

22. The estimated average daily trips attributable to the Wal-Mart store is 7,700. 23. As an integral element of this project, SHA comments and requirements will be addressed and met as part of the development acquisition of the permit.

24. A Phase I ESA has been performed on the property and has been concluded no hazardous materials exist. 25. The proposed sanitary sewer, stormdrain, water lines, open space, and stormwater management facilities are to remain private.

26. The Freestanding sign should use similar architectural elements included on the main building design and should be designed to identify the shopping center and to accommodate multiple tenants of the shopping center.

27. Any sign placed on Old North Point Road, either by Wal-Mart or future tenants should be ground-mounted. 26. Prior to razing, all existing septic systems shall be pumped and removed or backfilled. An asbestos survey will also be conducted.

29. All lighting on the property shall be directed/designed to eliminate glare and impact on surrounding properties (particularly residentual) in a manner more particularly designed by the Department of Public Works.

30. There shall be no rental of storage space/facilities on the premises.

31. There shall be no sale of alcohol from the Wal-Mart

32. The written comment submitted by the State Highway Administration, dated March 24, 1997 shall be adopted and incorporated herein as a condition to the approval of

33. The hours of operation for the service garage shall be from 8:00 A.M. TO 8:00 P.M. from Memorial Day until Labor Day and from 8:00 A.M. to 7:00 P.M. during the balance of the calander year.

34. All existing signs meet Section 450 of the Baltimore County Zoning Regulations.

PLAT TO ACCOMPANY ZONING PETITION FOR SPECIAL HEARING

ELECTION DISTRICT 15

SCALE: 1" = 50'

WALMART STORE 2435

BALTIMORE COUNTY, MARYLAND NOVEMBER 6, 2001 SHEET 1 OF 2

W. DUVALL & ASSOCIATES, INC. ENGINEERS . SURVEYORS . FAND PLANNERS

W. JAM R. FICHNER JMS 96 24 201 -76 ACC1. ≱ (12/1223016870 ZONING : DR5.5 Db. 6961/567 #1317

in NRY 0 (000 R 1MS 96 24 201 74 ACC1 # (12/1207062230)

DB. 7226/768

530 EAST JOPPA ROAD TOWSON, MARY AND 21286


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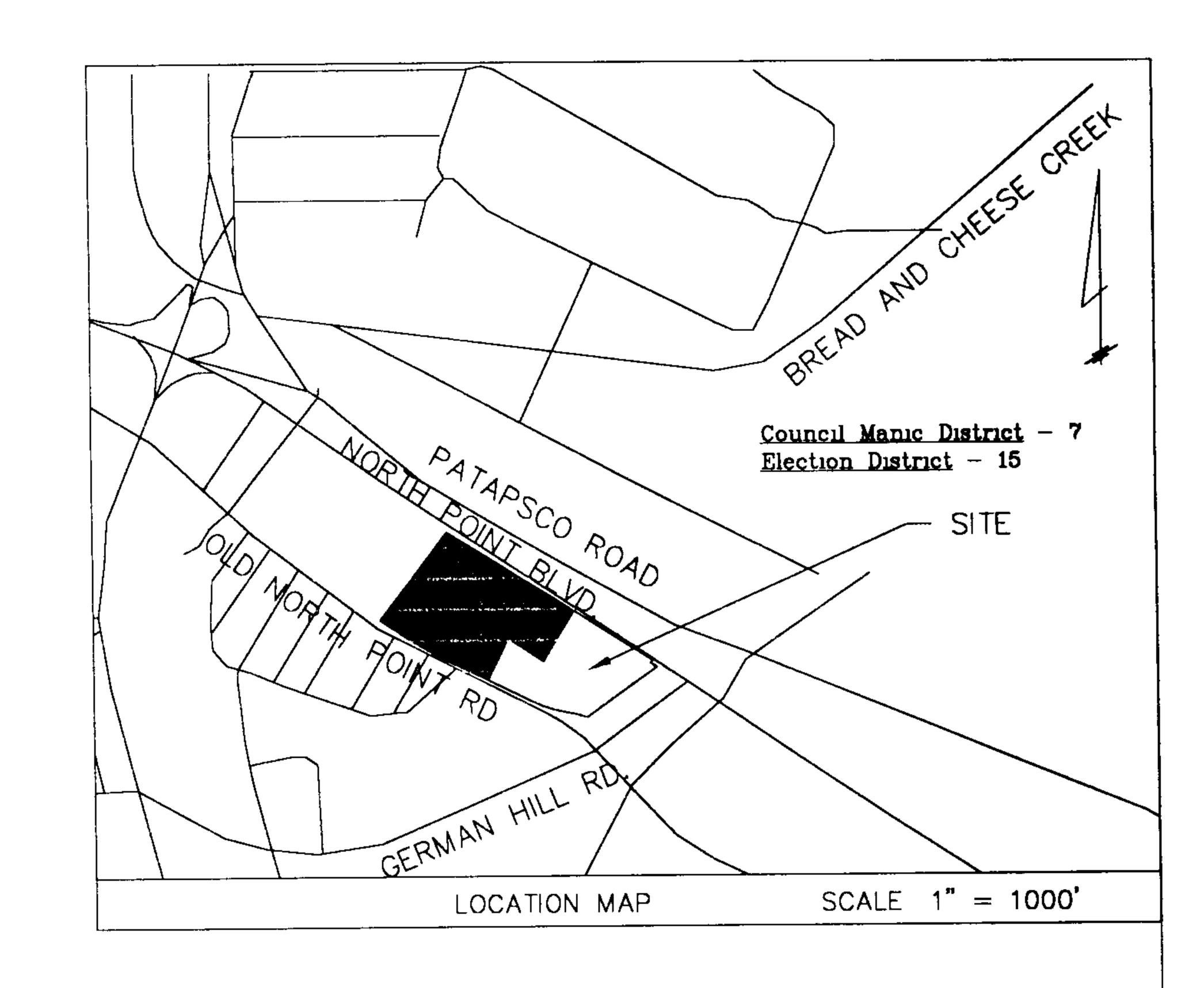
JOHN B. STADLER THE 96 24-201-75 ACCT: # (12/1220000850

WAL-MART STORES, INC. 2001 SE 10TH STREET BENTONVILLE, ARKANSAS 72712 501-273-4000

Effective: Nov. 17, 1985

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PARKING SUMMARY
ILDING AREA SPACES ALLOCATED BUILDING AREA 616 SPACES 112,912 SF EXISTING BUILDING 401 SPACES 651 SPACES 73,372 SF EXISTING BUILDING WAL*MART (120 PROTO) 17 SPACES (SERVICE AREA) 667 SPACES REQ. 5.24 / 1000 1,685 SPACES 321,467 SF± TOTALS

HANDICAP SPACES TOTAL REQUIRED 27

F.A.R. (FLOOR AREA RATIO) = 208,555 S

FLOOR AREA (SF) / LOT (SF) = 0.216 < 3.

= 208,555 SF / 964,508 SF
= 0.216 < 3.0 MAX THEREFORE O.K.</pre>

TOTAL PROPOSED 27

OPEN SPACE CALCULATIONS

INTERIOR PARKING AREA = 342,141 SF

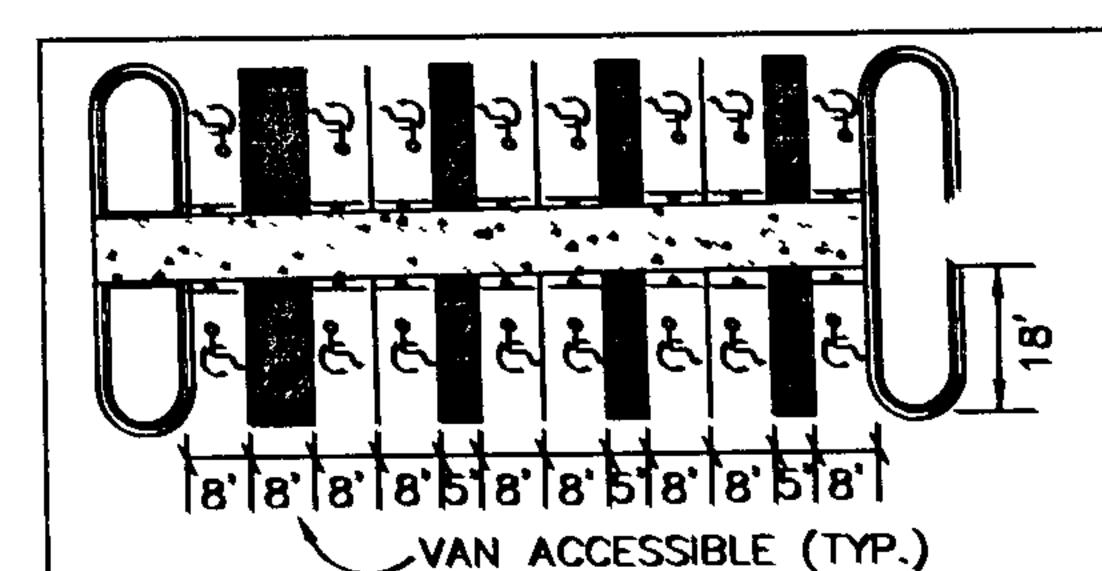
7% OF PAVED AREA MUST BE GREEN SPACE
THEREFORE, (0.07)*(342,141) = 23,950 SF

AREA OF ISLANDS/GREEN SPACE = 24,025 SF

23,950 SF < 24,025 SF

THEREFORE O.K.

		ZONING HISTORY	
Case Number	Date	Granted or Denied	Restrictions
2105T	Oct 16 1951	Granted use of advertising sign for 2 years	Sign may not exceed 6 X 10' & setback 25' from right of way of N Point Blvd
65-59A	Aug 24, 1964	Granted 2 signs with 160 SF	Don't place signs in right—of—way
66-116-SPH	Nov 10, 1965	Granted use of building for fomily recreation operating miniature model cars on electric track	
86-516-XSPH	June 16 1986	Granted use for arcade	
91-461-SPH	AUG 22 1991	Denied operation of outdoor commercial flea market	



VAN ACCESSIBLE (TYP.)

90 DEGREE PARKING

TYPICAL HANDICAP PARKING LAYOUT

90 DEGREE PARKING

TYPICAL PARKING LAYOUT

PLAT TO ACCOMPANY
ZONING PETITION
FOR SPECIAL HEARING

WALMART STORE 2435

ISTRICT 15

BALTIMORE COUNTY, MARYLAND

NOVEMBER 6, 2001