IN RE: PETITION FOR VARIANCE
W/S of York Road, 650 ft. +/N of Padonia Park Road
8th Election District
4th Councilmanic District
(9800 York Road)

Petitioners

Fenwick Properties, LLC, Legal Owner and Valley Motors, Inc., Charles C. Fenwick Lessee

* BEFORE THE

* DEPUTY ZONING COMMISSIONER

* OF BALTIMORE COUNTY

* CASE NO. 04-092-A

* * * * * * * * * * * *

*

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Variance filed by the legal owner of the subject property, Fenwick Properties, LLC and the lessee, Valley Motors, Inc. The Petitioners are requesting variance relief for property located at 9800 York Road in the Cockeysville area of Baltimore County. The variance request is from Section 450.5.a of the Baltimore County Zoning Regulations (B.C.Z.R.), to permit 5 wall mounted signs on one wall in lieu of the permitted 2 and 5 total on all walls combined in lieu of the permitted 3.

The property was posted with Notice of Hearing on October 3, 2003, for 15 days prior to the hearing, in order to notify all interested citizens of the requested zoning relief. In addition, a Notice of Zoning hearing was published in "The Jeffersonian" newspaper on October 2, 2003 to notify any interested persons of the scheduled hearing date.

Amended Petition

The Petitioner amended its petition to request to be able to place six rather than five wall mounted signs on the building face and six rather than five wall mounted signs on the premises.

Applicable Law

Section 307 of the B.C.Z.R. – *Variances*.

"The Zoning Commissioner of Baltimore County and the County Board of Appeals, upon appeal, shall have and they are hereby given the power to grant variances from height and area

Reseas.

regulations, from off-street parking regulations, and from sign regulations only in cases where special circumstances or conditions exist that are peculiar to the land or structure which is the subject of the variance request and where strict compliance with the Zoning Regulations for Baltimore County would result in practical difficulty or unreasonable hardship. No increase in residential density beyond that otherwise allowable by the Zoning Regulations shall be permitted as a result of any such grant of a variance from height or area regulations. Furthermore, any such variance shall be granted only if in strict harmony with the spirit and intent of said height, area, off-street parking or sign regulations, and only in such manner as to grant relief without injury to the public health, safety and general welfare. They shall have no power to grant any other variances. Before granting any variance, the Zoning Commissioner shall require public notice to be given and shall hold a public hearing upon any application for a variance in the same manner as in the case of a petition for reclassification. Any order by the Zoning Commissioner or the County Board of Appeals granting a variance shall contain a finding of fact setting forth and specifying the reason or reasons for making such variance."

Zoning Advisory Committee Comments

The Zoning Advisory Committee (ZAC) comments are made part of the record of this case and contain the following highlights: None.

Interested Persons

Appearing at the hearing on behalf of the variance request was John Gracki, Petitioner's representative from Valley Motors and Larry Caplan, Esquire who represented the Petitioners. There were no Protestants or citizens at the hearing. People's Counsel, Peter Max Zimmerman, entered the appearance of his office in this case.

Testimony and Evidence

Testimony and evidence indicated that the property, which is the subject of this variance request, is improved by two existing car dealerships and a used car sales office operated by Valley Motors. The present facility has signs indicating the Volkswagen and Subaru dealerships and the used car sales operation. Mr. Kaplan explained that from time to time these car manufacturers require their dealerships to update the signage they display in keeping with new sales campaigns and corporate directions. He submitted agreements to that effect, Exhibits Nos. 2 and 3. Mr. Kaplan proffered that both car manufacturers have new sign campaigns which necessitate Valley Motors updating their signage. The new signs would actually be smaller in

some cases than the existing signs but in every case meet all County regulations for area, construction and mounting. He submitted elevations showing the placement and composition of the proposed signs along the front of the building which although is structurally one building appears to the traveler on York Road to be three separate enterprises. This effect is achieved by large stone facial columns attached to the front of the building which separate the three operations in the building.

The updated signs would have one identification sign for Volkswagen and logo, one identification sign, a Subaru sign, and Subaru logo, and finally one used car sales sign for a total of six signs across the front of the building. Section 450.4 Table section 5 (a) limits the total number of signs to three and total signs per building face to two. Thus the amended request for variance.

Findings of fact and conclusions of law

I find special circumstances or conditions exist that are peculiar to the land or structure which is the subject of the amended variance request and that strict compliance with the Zoning Regulations for Baltimore County would result in practical difficulty or unreasonable hardship. The combined use of this one building by several car operations makes for a peculiar signage situation. Each must be identified and each must display the logo so familiar to the public to be effective for the public to be able to locate each. I also find that for the dealership not to follow the agreement for signage update would impose a severe hardship on the Petitioners. I further find that these variances can be granted if in strict harmony with the spirit and intent of said sign regulations, and in such manner as to grant relief without injury to the public health, safety and general welfare.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, and after considering the testimony and evidence offered by the Petitioners, I find that the Petitioners' variance request should be granted.

THEREFORE, IT IS ORDERED, this 22 day of October, 2003, by this Deputy Zoning Commissioner, that the Petitioners' request for variance from Section 450.4 Table section 5.a of the B.C.Z.R., to permit 6 wall mounted signs on one wall in lieu of the permitted 2 and 6 total on all walls combined in lieu of the permitted 3, be and is hereby GRANTED, subject, however, to the following restrictions which are conditions precedent to the relief granted herein:

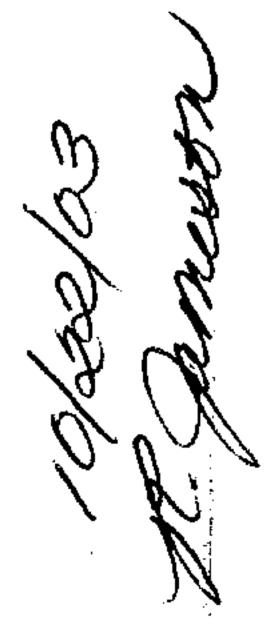
1. The Petitioners may apply for their permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the 30 day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioners would be required to return, and be responsible for returning, said property to its original condition.

JOHN V. MURPHY

DEPUTY ZONING COMMISSIONER

FOR BALTIMORE COUNTY

JVM:raj



Zoning Commissioner

Suite 405, County Courts Building 401 Bosley Avenue Towson, Maryland 21204 Tel: 410-887-3868 • Fax: 410-887-3468



Baltimore County

James T. Smith, Jr., County Executive Lawrence E. Schmidt, Zoning Commissioner

October 22, 2003

Larry Caplan, Esquire 401 Washington Avenue, Suite 204 Towson, Maryland 21204

> Re: Petition for Variance Case No. 04-092-A

Property: 9800 York Road

Dear Mr. Caplan:

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

John V. Murphy

Deputy Zoning Commissioner

John V. Murphy

JVM:raj Enclosure

c: Fenwick Properties, LLC c/o Charles C. Fenwick, Sr. 9800 York Road Cockeysville, MD 21030

> John Gracki 413 Country Ridge Circle Bel Air, MD 21015



Visit the County's Website at www.baltimorecountyonline.info



REV 9/15/98

Petition for Variance

to the Zoning Commissioner of Baltimore County

which is presently zoned ____ BM-CCC

Date 8.22.03

for the property located at 9800 York Road

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s) 450,5, a., BCZR'S TO PERMIT 5 WALLMOUNTED SIGNS ON ONE WALL IN LIEU OF THE PERMITTED 2, AND 5 TOTAL ON ALL WALLS COMBINED IN LIEU of THE PERMITTED 3. of the Zoning Regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons: (indicate hardship or practical difficulty) Valley Motors, Inc. is required, by contracts with Subaru and Volkswagon, to post the requested signs. Operating without the signs or adhering to contractual requirements without the variance, will present practical difficulties to Petitioner. Petitioner requests a variance to erect 5 signs to the front of its building. Property is to be posted and advertised as prescribed by the zoning regulations. I, or we, agree to pay expenses of above Variance, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County. I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition. Contract Purchaser/Lessee: Legal Owner(s): Valley Motors, Inc. Fenwick Properties, LLC Name - Type or Print Name - Type or Print Signature Charles C. Fenwick, Vr. Signature Charles C. Fenwick, 9800 York Road Address Telephone No. Name - Type or Print Cockeysville, MD 21030 City State Zip Code Signature Attorney For Petitioner: 9800 York Road Address Telephone No. Larry Caplan, Esquire Cockeysville, MD 21030 Name - Type or Print City State Zip Code Representative to be Contacted: Signature John Gracki Company Name 401 Washington Avenue, Suite 204 9800 York Road 410-666-7777 Address Telephone No. Address Telephone No. AnoswoT 21204 MD410-821-6351 Cockeysville, MD 21030 City State City Zip Code State Zip Code OFFICE USE ONLY ESTIMATED LENGTH OF HEARING Case N UNAVAILABLE FOR HEARING

Reviewed By

I hereby certify that the accompanying property description is a true and accurate description of the property subject to the Petition for Variance filed for 9800 York Road.

LARRY CAPLAN

Attorney at Law

401 Washington Avenue

Suite 204

Towson, Maryland 21204-4804

410-821-6351

Exhibit A

BEGINNING FOR THE FIRST at a stone marked 8 heretofore set on the west side of the York Road and at the beginning of the last line of a parcel of land which by a deed dated June 14, 1968 and recorded among the Land Records of Baltimore County in Liber OTG No. 4891, folio 582 was conveyed by Morris B. Kempske and wife to Towson Valley Volkswagon, Inc. and running thence and binding on the west side of the York Road North 12 degrees 25 minutes 30 seconds West 378.98 feet to a stone heretofore set at the beginning of the second line of the parcel of land secondly described in a deed dated June 14, 1968 and recorded among the Land Records of Baltimore County in Liber OTG No. 4891, folio 619 was conveyed by Margaret W. Pusey, et al, to Towson Valley Volkswagon, Inc., thence leaving said road and running with and binding on said second line South 77 degrees 28 minutes West 211.92 feet to a stone heretofore set at the end of the third line of a parcel of land which by deed dated July 11, 1968 and recorded among the Land Records of Baltimore County in Liber OTG No. 4901, folio 4, was conveyed by Harry T. Campbell Sons Corporation to Towson Valley Volkswagon, Inc. thence binding reversely on the third and second lines of said parcel of land the two following courses and distances, viz: South 77 degrees 28 minutes West 173.62 feet and South 12 degrees 27 minutes 30 seconds East 133.81 feet to the beginning of a parcel of land which by a Deed dated July 11, 1968 and recorded among the Land Records of Baltimore County in Liber OTG No. 4901, folio 6 was conveyed by Towson Valley Volkswagon, Inc. to Harry T. Campbell Sons Corporation, thence binding reversely on the last line of said parcel of land South 12 degrees 27 minutes 30 seconds East 112.42 feet to intersect the fourth line of a parcel of land which by deed dated June 14, 1968 and recorded among the Land Records of Baltimore County in Liber OTG No. 4891, folio 623 was conveyed by Joseph B. Shock and wife to Towson Valley Volkswagon, Inc. thence running with and binding on a part of said fourth line South 78 degrees 00 minutes East 190.70 feet to intersect the second line of the aforesaid parcel of land which was conveyed by Morris B. Kempske and wife to Towson Valley Volkswagon, Inc., and thence running with and binding on a part of the second line and on the third line of said parcel of land the two following courses and distances, viz: South 12 degrees 27 minutes 30 seconds East 53.51 feet and North 77 degrees 29 minutes East 211.70 feet to the place of beginning. CONTAINING 2.982 acres of land, more or less.

BEGINNING FOR THE SECOND thereof on the westernmost side of the York Turnpike Road at a stone heretofore planted in the last line of the whole parcel of ground conveyed by Samuel Small, et al, to Bennett F. Bussey by Deed dated October 10, 1906 and recorded among the Land Records of Baltimore County in Liber WPC No. 313, folio 1, and running thence along the westernmost side of said Turnpike Road South 15 degrees East 75 feet; thence at right angles to said Turnpike Road South 75 degrees West 212 feet to intersect the first line of said whole tract of land, thence reversing said line and running North 12-1/2 degrees West 155 feet to the place of beginning of said tract of land and thence reversing the last line thereof South 82-1/2 degrees East 226 feet 4 inches to the place of beginning.

1.

BEGINNING FOR THE THIRD thereof on the westernmost side of the York Turnpike Road at the distance of 75 feet from a stone planted on said side of said Turnpike Road and in the last line of said whole parcel of ground conveyed by Samuel Small et al, to Bennett F. Bussey as aforesaid, and running thence at right angles to said Turnpike Road and binding on the southernmost outline of Lot No. 2 as laid down on said plat, South 75 degrees West 212 feet to intersect the first line of said whole tract of land, thence with the said first line South 12-1/2 degrees East 75 feet to the center of a stone marked with the letter "K", thence at right angles to said first line and binding on the northernmost outline of Lot No. 4 as laid down on said Plat, North 75 degrees East 212 feet to a stone marked with the letter "K" on the westernmost side of said Turnpike Road, and thence binding thereon North 15 degrees West 75 feet to the place of beginning.

The lot of ground secondly described comprises Lot Nos. 1 and 2 as shown on the Plat of the land of Robert H. Bussey (heretofore erroneously referred to as a Plat of land of B.F. Bussey) recorded among the Land Records of Baltimore County in Plat Book WPC No. 4, folio 155. The lot thirdly described comprises Lot No. 3 as shown on said plat.

SAVING AND EXCEPTING out of said Lot No. 3 as shown on said Plat about 4 feet extending along the entire south side of said Lot No. 3 the same having been conveyed by William H. Kone to Maggie Kennedy by Deed dated April 2, 1927 and recorded among the Land Records of Baltimore County in Liber WPC No. 642, folio 498, etc.

The improvements on said above two described lots of ground being now or formerly known as No. 9818 York Road.

SAVING AND EXCEPTING out of said three above described lots of ground, 2,998.869 square feet and easements appurtenant thereto, which by Deed dated June 24, 1974 and recorded as aforesaid in Liber EHK, JR No. 5458, folio 506 were granted and conveyed by Towson Valley Volkswagon, Inc. to State of Maryland for the widening of York Road.

BEING the same three lots of ground described in a Deed dated October 15, 1999 from Charles C. Fenwick to Fenwick Properties, LLC, and subject to the restrictions therein, which Deed is recorded among the Land Records of Baltimore County in Liber 14123, folio 449.

2. BEGINNING for the same at the northwest corner of Lot 1 as shown on the plat of "Land Belonging to Robert H. Bussey" recorded among the Plat Records of Baltimore County in plat book 4 folio 155 thence binding on the westernmost side of Lots 1, 2 and 3 as shown on said plat as now surveyed South 18 degrees 21 minutes 25 seconds East 226.25 feet to the end of the third line described in a deed dated July 11, 1968 recorded among the land records of Baltimore County in Liber 4901 folio 4 was conveyed by Harry T. Campbell Sons Corporation to Towson Valley Volkswagon, Inc., thence binding reversely on said third line South 71 degrees 33 minutes 26 seconds West 173.80 feet thence for lines of division through the lands of the grantor the two following courses and distances viz: (1) North 18 degrees 22 minutes 04 seconds West 289.79 feet (2) South 88 degrees 21 minutes 25 seconds East 185.01 feet to the place of beginning.

Containing 1.030 acres of land more or less.

BEING all that lot of ground described in a deed dated October 15, 1999 from Charles C. Fenwick to Fenwick Properties, LLC, and subject to the restrictions therein, which Deed is recorded among the Land Records of Baltimore County in Liber 14123, folio 439.

BALTIMORE COUNTY, MARYLAND OFFICE OF BUDGET & FINANCE MISCELLANEOUS RECEIPT	No. 27352
	001-006-6150
AMOUNT	325.0
RECEIVED / A / TE / MITTING.	Tree les K
FÒR: JANCE	
	·
DISTRIBUTION WHITE - CASHIER PINK - AGENCY YELLOW -	CUSTOMER

1		
	PAID RECEIPT	•
	BISINESS ACTUAL TIME	議制
	8/25/2003 8/22/2003 14:16:29	4
1	G 1506 WALKIN MICH RICH	- 1 د جسوس
	ELEIPT # 187925 8/22/2003	(FLH
	ot 5 528 ZONIES VERIFICATION	-
1	10. 027362	
144	Recet Tot \$325.00	
	325.00 CK .00	CA
4	Baltimore County, Haryland	

CASHIER'S VALIDATION

NOTICE OF ZONING

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

Case: #04-092-A 9800 York Road W/s of York Road 650 feet +/north of Padonia Park Road 8th Election District 4th Councilmanid District Legal Owner(s): Fenwick Properties, LLC Contract Purchaser: Valley Motors, Inc.
Variance: to permit 5 wallmounted signs on one wall
In lieu of the permitted 2
and 5 total walls combined
in lieu of the permitted 3.
Hearing: Monday, October
20, 2003 at 10:00 a.m. In
Room 407, County Courts
Building, 401 Bosley Avenue. nue.

Zoning Commissioner for Baltimore County NOTES: '(1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at

LAWRENCE E. SCHMIDT

(410) 887-4386.

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

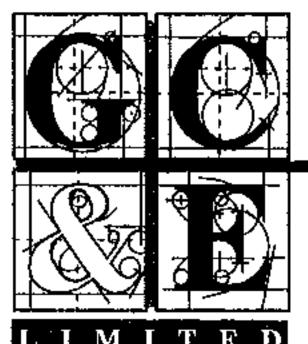
10/007 Oct. 2

C629318

CERTIFICATE OF PUBLICATION

<u>1012</u> ,20 <u>03</u>
THIS IS TO CERTIFY, that the annexed advertisement was published
in the following weekly newspaper published in Baltimore County, Md.,
once in each ofsuccessive weeks, the first publication appearing on,20 <u>03</u> .
The Jeffersonian
☐ Arbutus Times
☐ Catonsville Times
☐ Towson Times
Owings Mills Times
NE Booster/Reporter
☐ North County News
S. Wilking

LEGAL ADVERTISING



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 NO. 04-092-A
PETITIONER/DEVELOPER:
Valley Motors, Inc.

DATE OF HEARING: October 20, 2003

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

ATTENTION: REBECCA HART

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

LOCATION: 9800 York Road

DATE: October 3, 2003

BRUCE DOAK

SIGNATURE OF SIGN POSTER

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

10/02/2003

POSTED ON: October 2, 2003

BEFORE THE PETITION FOR VARIANCE RE: 9800 York Road; W/s of York Road, 650' ZONING COMMISSIONER * +/- N Padonia Park Road 8th Election & 4th Councilmanic Districts FOR Legal Owner(s): Fenwick Properties, LLC; * Charles C. Fenwick, Sr. **BALTIMORE COUNTY** Contract Purchaser(s): Valley Motors, Inc; Charles C Fenwick, Jr. 04-092-A Petitioner(s)

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent/documentation filed in the case.

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

CAROLE S. DEMILIO Deputy People's Counsel Old Courthouse, Room 47 400 Washington Avenue Towson, MD 21204 (410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day of September, 2003, a copy of the foregoing Entry of Appearance was mailed to, John Gracki, 9800 York Road, Cockeysville, MD 21030 & Larry Caplan, Esquire, 401 Washington Avenue, Suite 204, Towson, MD 21204, Attorney for Petitioner(s).

RECEIVED

SEP 0 5 2003

Per.....

PETER MAX ZIMMERMAN

People's Counsel for Baltimore County

TO: PATUXENT PUBLISHING COMPANY

Thursday, October 2, 2003 Issue - Jeffersonian

Please forward billing to:

Larry Caplan, Esquire 401 Washington Avenue, Suite 204 Towson, MD 21204

410-821-6351

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: 04-092-A

9800 York Road

W/s of York Road, 650 feet +/- north of Padonia Park Road

8th Election District – 4th Councilmanic District

Legal Owners: Fenwick Properties, LLC Contract Purchaser: Valley Motors, Inc.

Variance to permit 5 wall-mounted signs on one wall in lieu of the permitted 2 and 5 total walls combined in lieu of the permitted 3.

Hearings:

Monday, October 20, 2003 at 10:00 a.m. in Room 407, County Courts

Building, 401 Bosley Avenue

LAWRENCE E. SCHMIDT

ZONING COMMISSIONER FOR BALTIMORE COUNTY

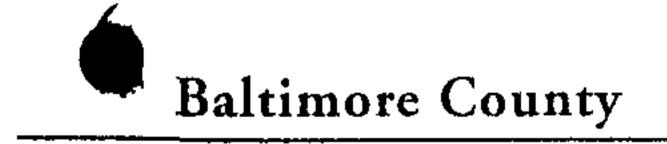
NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.

(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

Department of Permits and Development Management

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





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

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: 04-092-A

9800 York Road

W/s of York Road, 650 feet +/- north of Padonia Park Road

8th Election District – 4th Councilmanic District

Legal Owners: Fenwick Properties, LLC, Charles C. Fenwick

Contract Purchaser: Valley Motors, Inc.

Variance to permit 5 wall-mounted signs on one wall in lieu of the permitted 2 and 5 total walls combined in lieu of the permitted 3.

Hearings:

Monday, October 20, 2003 at 10:00 a.m. in Room 407, County Courts

Building, 401 Bosley Avenue

Timothy Kotroco

but fy Kotroco

Director

TK:rlh

C: Fenwick Properties, LLC, 9800 York Road, Cockeysville 21030
John Gracki, 9800 York Road, Cockeysville 21030
Valley Motors, Charles Fenwick, 9800 York Road, Cockeysville 21030
Larry Caplan, 401 Washington Ave., Suite 204, Towson 21204

NOTES: (1) THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, OCTOBER 4, 2003.

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

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.

For News	spaper Advertising:
Item Num	ber or Case Number: 092—
Petitioner	Fenwick Properties, LLC
Address o	r Location: 9800 York Road, Cockeysville, MD 21030
	ORWARD ADVERTISING BILL TO: Larry Caplan, Esquire
Address:	401 Washington Avenue, Suite 204
	Towson, MD 21204
Telephone	Number: 410-821-6351

Revised 2/20/98 - SCJ

Department of Permits and Development Management

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



Baltimore County

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

October 16, 2003

Fenwick Properties, LLC Charles Fenwick, Sr. 9800 York Road Cockeysville, MD 21030

Dear Mr. Fenwick:

RE: Case Number: 04-092-A, 9800 York Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on August 22, 2003.

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

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

Very truly yours,

W. Carl Richards, Jr.

Supervisor, Zoning Review

U. Callahal)

WCR:klm

Enclosures

People's Counsel C: Larry Caplan, 401 Washington Avenue, Ste. 204, Towson 21204 John Gracki, 9800 York Road, Cockeysville 21030



Visit the County's Website at www.baltimorecountyonline.info



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

County Office Building, Room 111 Mail Stop #1105 111 West Chesapeake Avenue Towson, Maryland 21204 September 2, 2003

ATTENTION: Rebecca Hart

Distribution Meeting of: September 2, 2003

Item No.:

088 - 097

Dear Ms. Hart:

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.

7. The Fire Marshal's Office has no comments at this time.

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

cc: File

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

DATE: September 26, 2003

y **

TO:

Timothy M. Kotroco, Director

Department of Permits & Development Management

Robert W. Bowling, Supervisor Bureau of Development Plans

Review

SUBJECT:

Zoning Advisory Committee Meeting

For September 8, 2003 Item Nos. 088, 089, 090, 091, 092, 093, 094, 096, and 097

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

RWB:CEN:jrb

cc: File

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO:

Timothy M. Kotroco, Director

Department of Permits and Development Management

FROM:

Arnold F. 'Pat' Keller, III

Director, Office of Planning

SUBJECT:

Zoning Advisory Petition(s): Case 04-092

DATE: September 22, 2003

RECEIVED

SEP 2 5 2003 ZONING COMMISSIONER

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

AFK/LL:MAC



Robert L. Ehrlich, Jr., Governor Michael S. Steele, Lt. Governor

Robert L. Flanagan, Secretary Neil J. Pedersen, Administrator

MARYLAND DEPARTMENT OF TRANSPORTATION

Date: 8.29.03

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

RE: Baltimore County

Item No. 27 9 2 J C M

Dear Ms. Hart:

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/US 45. 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,

do

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

1. J. Amll

Wedler file

SUBARL

Subaru of America, Inc.
Southeast Region
220 The Bluffs
Austell, GA 30168
770-732-3200
770-732-3433 fax
www.subaru.com

Personal and Confidential

UPS 2nd Day

June 24, 2003

Mr. Charles C. Femwick, Jr. Subaru of Hunt Valley 9800 York Road Cockeysville, MD 21030

Dear Charles:

Thank you for promptly signing and returning to me the Signature Facility Program Financial Agreement. Rick Blanken, Regional Vice President, has signed it and enclosed is your copy of the executed Financial Agreement.

If you have any questions, please call me at (770) 732-3227.

Sincerely yours,

Linn Calder

Regional Market Development Manager

cc: R. Blanken

T. Poston

E. Swanson

J. Thamert

Dealer file

31E5E4 JUN 24, 2003 ACT WT 1.0 SERVICE 2DA TRACKINGH 1Z31E5E40246147376 TREF 1: MKT DEV REF 2:

HANDLING CHARGE \$0.00 SERVICE \$4.15

REFERENCE RATE CHARGES:
COD \$0.00 SD \$0.00

IV \$0.00 HZMT \$0.00 SP \$0.00

DC \$0.00 NTFY \$0.00 REF+HANDLING \$4.15

TOT REF CHG \$4.15

- A-16-1

HPK 1

040-281

SUBARU OF AMERICA, INC. SIGNATURE FACILITY PROGRAM FINANCIAL AGREEMENT

This Financial Agreement made this day of November , 2002 (Agreement) by and between Valley Motors Inc. dba Valley Motors Subaru (Dealer), located at 9800 York Road, Cockeysville MD 21030 (Facility) and SUBARU OF AMERICA, INC. (SOA), sets forth certain understandings between Dealer and SOA regarding the Signature Facility Program. It is understood that a modern well-located dealer facility, with a consistent image and appearance, is an important part of the long-range marketing plan of SOA. Additionally, it is understood that Dealer will benefit from the improvement and updating of its Facility, including a consistent and identifiable image. Both Dealer and SOA are aware that the incorporation of SOA's image elements into the Facility may involve expense on the part of Dealer. In order to assist Dealer with this expense, SOA will contribute 50% of Dealer's construction expense up to a maximum of \$150,000 (Contribution) to Dealer toward the improvement and updating of the Facility. This Contribution will represent the entire participation in the improvement and updating of the Facility by SOA. In consideration of the Contribution, Dealer agrees to the following terms and conditions:

- Dealer will implement the Signature Facility Program at the Facility. Implementation will be it accordance with the Signature Facility Program Design Survey, attached to this Agreement and made a part hereof (Attachment "A"), and will utilize the Design Intent Presentation Binder, attached to this Agreement and made a part hereof (Attachment "B"), along with the Minimum Standards stated in the Subaru Dealership Agreement and Standard Provisions. Dealer acknowledges that Dealer has received, reviewed and understands Attachments "A" and "B".
- Dealer will execute the approved Subaru Brand Signage Agreement, if such signage does not already exist at the Facility.
- Dealer will inform SOA, in writing, when the Facility is complete. Within 30 days of receiving notice, SOA will inspect the Facility. If SOA determines that the Signature Facility Program has been implemented in accordance with the Signature Facility Program Design Survey as described in Attachment "A", "B" and the Minimum Standards stated in the Subaru Dealership Agreement and Standard Provisions, SOA will pay the Dealer the Contribution.
- All image implementation costs, including construction, renovation, licenses, permits, as well as any and all expenses, obligations and liabilities incurred by Dealer, are the sole responsibility of Dealer. Dealer is also solely responsible for the quality of the work performed and materials used.
- This Agreement, together with Attachments "A" and "B", constitute the entire agreement between SOA and Dealer with respect to the Signature Facility Program located at Dealer's Facility.
- This Agreement will terminate if Dealer has not begun meaningful construction of Facility within 12 months from the date of this Agreement or completed construction of Facility within 24 months from the date of this agreement.
- Dealer agrees not to change the appearance of the Facility after completion of the Facility for a period of 5 (five) years without the prior written consent of SOA. Dealer agrees that changing the appearance of the Facility within 5 (five) years, without the prior written consent of SOA, is a material breach of this Agreement. In the event that the Dealer breaches this Agreement, Dealer must repay to SCA within 90 days of written notification of the breach, any and all Contribution that Dealer received from SOA pursuant to this Agreement.
- Dealer agrees at this Facility not to enter into any new or additional sales and/or service agreements with any licensed motor vehicle franchises without prior written consent of SOA, from the date the Agreement is executed for a period of 5 (five) years from the date SOA approves the completed Facility. Dealer agrees that entering into any new or additional motor vehicle franchise sales and/or service agreement at the Facility, from the date the Agreement is executed to a period 5 (five) years from the date SOA approves the completed Facility, without the prior written consent of SOA, is a material breach of this Agreement. In the event that the Dealer breaches this provision, Dealer must repay to SOA within 90 days of written notification of the breach, any and all Contribution that Dealer received from SOA pursuant to this Agreement.

SUEARL

040-281

P.04/05

• Dealer agrees that in the event Dealer either (1) voluntarily terminates its Subaru Dealership Agreement, or (2) has its Subaru Dealership Agreement terminated by SOA, or (3) relocates the Subaru franchise within 5 (five) years from the date SOA approves the completed Facility, Dealer must repay to SOA within 90 days of written notification any and all Contribution that Dealer received from SOA pursuant to this Agreement.

- Dealer agrees that in the event Dealer enters into a buy/sell agreement to sell its Subaru assets within 5 (five) years from the date SOA approves the completed Facility, the purchaser will agree, in writing, to honor this Agreement for the remaining time specified by this Agreement. If the purchaser will not agree, in writing, to honor this Agreement, Dealer must repay to SOA any and all amounts that Dealer received from SOA pursuant to this Agreement prior to approval by SOA of the buy/sell agreement.
- Dealer agrees that in the event a Successor Addendum to the Subaru Dealership Agreement and Standard Provisions (Successor Addendum) is requested within 5 (five) years from the date SOA approves the completion of the Facility, the designated successor will agree, in writing, to honor this Agreement for the remaining time specified by this Agreement. If the designated successor will not agree, in writing, to honor this Agreement, Dealer must repay to SOA any and all amounts that Dealer received from SOA pursuant to this Agreement prior to approval by SOA of the Successor Addendum.
- Dealer agrees that the terms and conditions of the Signature Facility Program are confidential and that Dealer will not disclose them to persons who are not parties to this Agreement without the express written permission of SOA. Dealer agrees that such disclosure is a material breach of this Agreement, and Dealer must repay to SOA within 90 days of written notice of the breach, any and all Contribution that Dealer received from SOA pursuant to this Agreement.
- Dealer agrees not to use any of the design elements contained in the Design Intent Presentation Binder for any other purpose for this Facility, except as intended in the Design Intent Presentation Binder, or for any of Dealer's other facilities, without the prior written consent of SOA.
- This Agreement is not a part of and does not in any way modify the Subaru Dealership Agreement and Standard Provisions currently in effect between Dealer and SOA/Southeast Region dated March 21, 2000.

Valley Motors Inc. dba Valley Motors Subaru

Dealer Name (type)

Name: Charles C. Fenwick JR

Design Survey Presentation Date: 11/15/02

SUBARU OR AMERICA, INC. (SOA)

Name: Richard G. Blanken, JR.

Title: Regional Vice President



040-281

SUBARU OF AMERICA, INC SIGNATURE FACILITY PROGRAM DESIGN SURVEY

ATTACHMENT "A"

914106679009

The following survey details the Facility Image Standards that Dealer agrees to incorporate into its Facility. This survey is based on the Signature Facility Program Design Intent Presentation Binder (Attachment "B") that details how the image standards are to be incorporated into the Facility.

Subaru Brand Sign Requirements

- P68 Brand Pylon @ 25' OAH
- WPS14 Parts and Service wall sign
- PUC22 Used car pylon (exclusive dealers only)
- 24" channel letterset with logo
- Other Signage: 24" dealer name in white channel letters

All Subaru brand signs must be permitted and leased through SOA. If local zoning denies permits, Dealer is required to pursue approval of required signs through variance. If variance for required signage is denied, the next most favorable signage allowed, as determined by SOA, is required.

Exterior Facility Requirements

- Subaru image façade utilizing stucco material and approved coloring
- Subaru image Tower using stacked stone material
- Recessed blue entrance band
- Landscaped AWD vehicle display
- Recommended landscaping

Interior Facility Requirements

- Approved interior finishes and color schemes
- Required leasehold improvements and/or custom millwork as noted in Attachment "B"
- Signature of Excellence Merchandising Program
 - Signature Showroom Primary Kit
 - Recommended Signature of Excellence optional items, specify: Item #'s 125 (1), 500 (1), 225 (1), 2.50 (1), 275 (2), 325 (4), 375 (1), 425 (2), 475 (2)
- Customer Use Area Furniture
 - Showroom
 - Retail Parts Area
 - Service Drive
 - Customer Waiting Areas
 - Offices as noted in Attachment "B"

Valley Motors Inc. dba Valley Motors Subaru Dealer Name (Type)

Design Survey Presentation Date:

SUBJARU OF AMERICA, INC.

MAR. 21. 2003 10:48AM

MAR-21 10:58AM;

PAGE 4/6

NO. 455 P.

CORPORATE IDENTIFICATION PROGRAM Yolkswagen Dealer and Distributor Participation Agreement

This Agreement (the "Agreement") is entered into by and between Volkswagen of America ("VWoA") and Valley Volkswagen ("Dealer") as of the 21" day of March, in the year of 2003.

WHEREAS:

A. VWoA, at its own expense, has designed and developed a corporate identification program for the benefit of authorized Volkswagen dealers, incorporating unique exterior sign elements exclusively for the use in identifying Volkswagen dealerships, and has developed a program for assisting its dealers in the implementation of such program.

B. Dealer is an authorized Volkswagen dealer, maintains an authorized Volkswagen sales showroom at 9800 York Road, Cockeysville, MD 21030 ("Dealer's Premises"), and has determined that the installation of program elements on the Premises, with the assistance of VWoA, will benefit Dealer.

NOW THEREFORE, VWoA and Dealer agree as follows:

I, PRIMARY INDENTIFICATION

A. <u>Survey.</u> VWoA, either prior to the date hereof has caused, or hereafter will cause to be conducted, a survey of Dealer's Premises (the "Survey"), for the purposes of determining the primary and or secondary identification elements suitable for Dealer's Premises ("Primary Identification Elements") and the location in which the Primary and or Secondary Identification Elements should be installed. Dealer acknowledges the Survey and egrees to its use in accordance with this Agreement.

2. Installation.

1. Dealer agrees to allow VWoA to install at Dealer's Premises the Primary and or Secondary Identification Elements as set forth in the survey, which Dealer acknowledges has been provided to it and which is incorporated into this agreement by reference. The Primary Identification Elements and or Secondary Elements will be installed at Dealer's Premises in the location(s) shown in the survey.

2. VWoA will be responsible for contracting with an installer of VWoA's choosing for the installation of the Primary and or Secondary Identification Elements, in accordance with the survey. Dealer agrees to allow VWoA's contractor such access to Dealer's Premises as may be required.

3. The Primary and or Secondary Identification Elements will not be shipped to Dealer nor installed at Dealer's Premises until municipal permits have been granted and the removal of unauthorized or no longer authorized identification elements is completed to VWoA's satisfaction by Dealer.

4. Dealer may not, without VWoA's prior written approval, modify, remove or reposition Primary and or Secondary Identification Elements either prior to or subsequent to their installation on Dealer's Premises.

C. Payment

1. The cost of surveying Dealer's Premises and acquiring the Primary Identification Elements are noted in Exhibit

"A". Dealer agrees that it will be responsible for \$8.875.35 of the total cost. Dealer's payment of this amount to '/WoA is due in full upon VWoA's notification to Dealer, and Dealer's confirmation, that installation of the Primary Identification Elements has been satisfactorily completed.

2. Dealer agrees that it will be responsible for one hundred percent (100%) of final installation costs estimated as shown on Exhibit "A". This estimate assumes that preparation, as described on Exhibit "E", has been completed.

3. Dealer will be responsible for the full amount of other costs, including but not limited to, installation as detailed in the foregoing paragraph 2, preparation of building surface, removal and disposal of unapproved or no longer approved primary identification algaes and extended maintenance contracts.

D. <u>Cwnership and Maintenance</u>
1. VWoA shall neither own nor claim any ownership to the Primary Identification Elements upon their installation on Dealer's Premises.

2. Prior to installation of the Primary and or Secondary Identification Elements, Dealer agrees to enter into a maintenance contract with a VWoA approved vendor for the purpose of maintaining the Primary Identification Elements for a minimum of three (3) years from the date of installation on Dealer's Premises.

3. Dealer shall be responsible for all duty, state and local taxes to which the Primary and or Secondary identification Elements may be subject, including but not limited to, personal property taxes.

E. <u>Termination</u>. In the event the Volkswagen Dealer Agreement is terminated by either party, or Dealer ceases to be an authorized Volkswagen dealer at Dealer's Premises, then Dealer will at its own expense remove all authorized Primary

Det #13

10:59AM; MAR - 21

PAGE 5/6

NO. 455

and or Secondary Identification Elements and any and all other Volkswagen Trademarks, in accordance with the Volkswagen Dealer Agreement Standard Provisions.

F. indemnification 1. In consideration of the financial assistance provided by VWoA to Dealer under this Agreement, Dealer agrees that it will indemnify and hold VWoA, its parent, subsidiaries and affiliates, shareholders, officers, directors, employeds and agents of any of them harmless against and from any and all loss, damage, claims, costs and expenses whatsnever which arlse in any way out of the following:

- a. Dealer's breach of any provision of this Agreement.
- b. Any cialm by Dealer's landlord that the landlord is entitled to relimbursement for any damage or repair necessitated by the installation or removal of the Primary and or Secondary Identification Elements at Dealer's Premises.
- c. Any claim by any taxing authority that taxes due respecting the Primary and or Secondary Mentification Elements have not been paid.
- d. Any claim by any parson for loss, damage or injury of any kind arising from the installation, use or removal of the Primary and or Secondary Identification Elements.
- 2. VWoA makes no warranty or representation concerning the quality or function of the Primary and o. Secondary Identification Elements, nor that they will have any effect on Dealer's sales or profitability in either the short or long term; provided however, that VWoA will take such steps as necessary to ensure that the benefits applicable to the Primary and or Secondary Identification Elements are received by Desier. Desier acknowledges that the suppliers of such items, and not VWoA, issue any such warranties.
- G. General Provisions 1. Dealer acknowledges that only the President, the Corporate Identification Process Leader of VWoA, or a Region Team Leader is authorized on behalf of VWoA to execute this Agreement or to agree to any variation, modification or emendment of any of its provisions or to sign any notice of termination.
- 2. This Agreement may not be varied, modified or amended except by an express instrument in writing to that effect signed on behalf of VWoA and Dealer.
- 3. This Agreement contains the entire agreement between and among any of the parties with respect to the subject matter hereof. No representations or statements other than those expressly set forth to or referred to in this Agreement were made or relied upon in entering into this Agreement.
- 4. The waiver by any party of any breach or violation of or default under any provision of this Agreement will not operate as a waiver of such provision or of any subsequent breach or violation thereof or default there under. The failure or refusal of VWoA to exercise any right or remedy shall not be deemed to be a weiver or abandonment of any such right or remedy.
- 5. This Agreement will be construed in accordance with the laws of the State of Michigan. Should the performance of any obligation under this Agreement violate any law of that jurisdiction, then this Agreement shall be deemed modified to the minimum extent necessary to comply with such law.
- 6. Any term, which is capitalized but not specifically defined in this Agreement, shall have the meaning ascribed to auch term in the Volkswagen Dealar Agreement in effect between VWoA and Dealer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized difficers as of the date and year first above written.

	BY: Charac C. Fand	VWoA: Volkswagen of America, Inc. By:
	Print Name: CHARLES C. FENDICK, JR. Tilla: PRESON TILL	Print Name: DAVID BEDAICE Title: AREA EXECUTIVE Witness:
ALCONOMIC STREET	Witness: Com-1-March	

MAR. 21. 2003 10:49AM

410 257 7821; PLASII-LINE GM/AUTO

Exhibit B

MAR-21 10:59AM; NO. 455

PAGE 6/6

1146

Dealer Preparation for Signage Installation

It is the Deeler's responsibility to prepare his site for signage installation. This can be facilitated through the VWoAVWC/AoA approved signage company. The approved signage companies are Plasti-Line, Inc. in the United States and Pattison Sign Group in Canada. These suppliers have established local installers nationwide, but will also work with a dealer's selected installer. These situations must always be coordinated through the respective approved signage company.

The following features need to be attended to at the Dealer's expense prior to installation.

Construction of Wall Area

All walls to receive identification must be flat and vertical. The wall must be constructed sufficiently to enchor the new identification. "Dryvit" or other similar insulated wall systems without a wood or comperable backing will not support the weight of building signage. The surface should have at least the strength of 1" plywood and if plywood is used for support, the plywood needs to totally cover the height and length of the area that the sign is to be placed in. Installing plywood study at a spread interval will not work - the plywood backing needs to be totally continuous.

Access Behind Wall

All wall signs evallable in the program are designed to be individually mounted on a wall without exposure of electrical connections. The necessary connections will be made behind the wall and it is also necessary to have access behind the wall to mount the signs to the building. It is therefore imperative that access to these areas be provided. This access needs to be at least 2' high by 2'6" wide, must span the length of the entire sign, and be reached by a normal ladder through at least the same size opening.

Bullding

Removal of all blue band elements (if not structurally possible, contact approved signage company to discuss alternatives). Resurfacing/repairing, if necessary of fascia, internal/external structural columns, and support elements in a neutral color. Removal of unapproved/no longer approved trademerk logos. (Pantone 877/RAL9008 silver is approved.

Site

Removal of obsolete corporate identity on and around dealership.

Electrical

Electrical installation/augmentation within 6 un-obstructed feet of any anticipated illuminated algns at approximately the centerline of the sign for building signage. The circuits must be within 6' of any ground signs. Please note that when replacing existing ground signs with new signs in the same location. The Desier will need to have the existing foundation removed if the new sign is to go on the exact same spot. Plasti-Line/Pattison Sign Group will not install new ground signs on existing foundations and the cost of removing the existing ground sign does not include the removal of the foundation unless explicitly stated. If the new sign will be on one side or the other of the existing aign, this could place the new sign further away than 6' from the circuit.

X Dealer's Signature

3/25/03 Date MAR. 21. 2003 10:47AM Dealer Quote

PLASTI-LINE GM/AUTO

MAR - 21 10:58AM; NO. 455

PAGE 2/6



Quote Number: 0000000263 - 0000000002

Date: 3/21/03

Donley DBA Name:

VALLEY MOTORS VOLKSWAGENDealer DBA Number:

409115

COCKEYSVILLE, MD 21030

ARU

Description Description	Sizo	Quantity	Unit Price	Sign Total	Installation	3 Yr. Maintenanco	Total
2000 VW DNP #1 Extension	1 ft 11 ins each	2	\$337.50	B675.00	\$290.00	\$0.00	\$965.00
2000 VW Clip #3	57 ins dismeter		\$2,964.19	\$2,964.19	\$360.00	\$221,26	\$3,545,45
2000 vw dnp #1	2'x9'10"	1	\$3,587.50	\$3,587.50	\$484.00	\$293.40	\$4,364.90
ACCU THE UTILE IT	1 2 12 13	Primary S	ignage Total:	\$7,226.69	\$1,134.00	\$514.66	\$8,875.35

SECONDARY SIGNAGE ELE	MENTAL	 	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		i A FE.	 -
Description	Quantity	untity Unit Price Sign Total		Installation 3 Yr. Maintenance		Total	
		. <u> </u>					
		Becondary	Signage Total:	30.00	\$0.00	\$0.00	\$0.00

CUSTOM SIGNAGE ELEM	3 Yr.						
Description 9124		Quantity Unit Price		Sign Total	Sign Total Installation		Total
		<u> </u>	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			}	
		Custom 8	lignage Total:	\$0.00	\$0.00	50.00	00.02

Notes:
Dealer nameplate to read Hunt Valley. Overall length of dealer nameplate will be 13'9" long.

5-13-98 MCL RTP

INIT ECN

UNSPECIFIED RADII =.015 R

RELEASED TO PRODUCTION

VW WALL CLIP #1#2#3

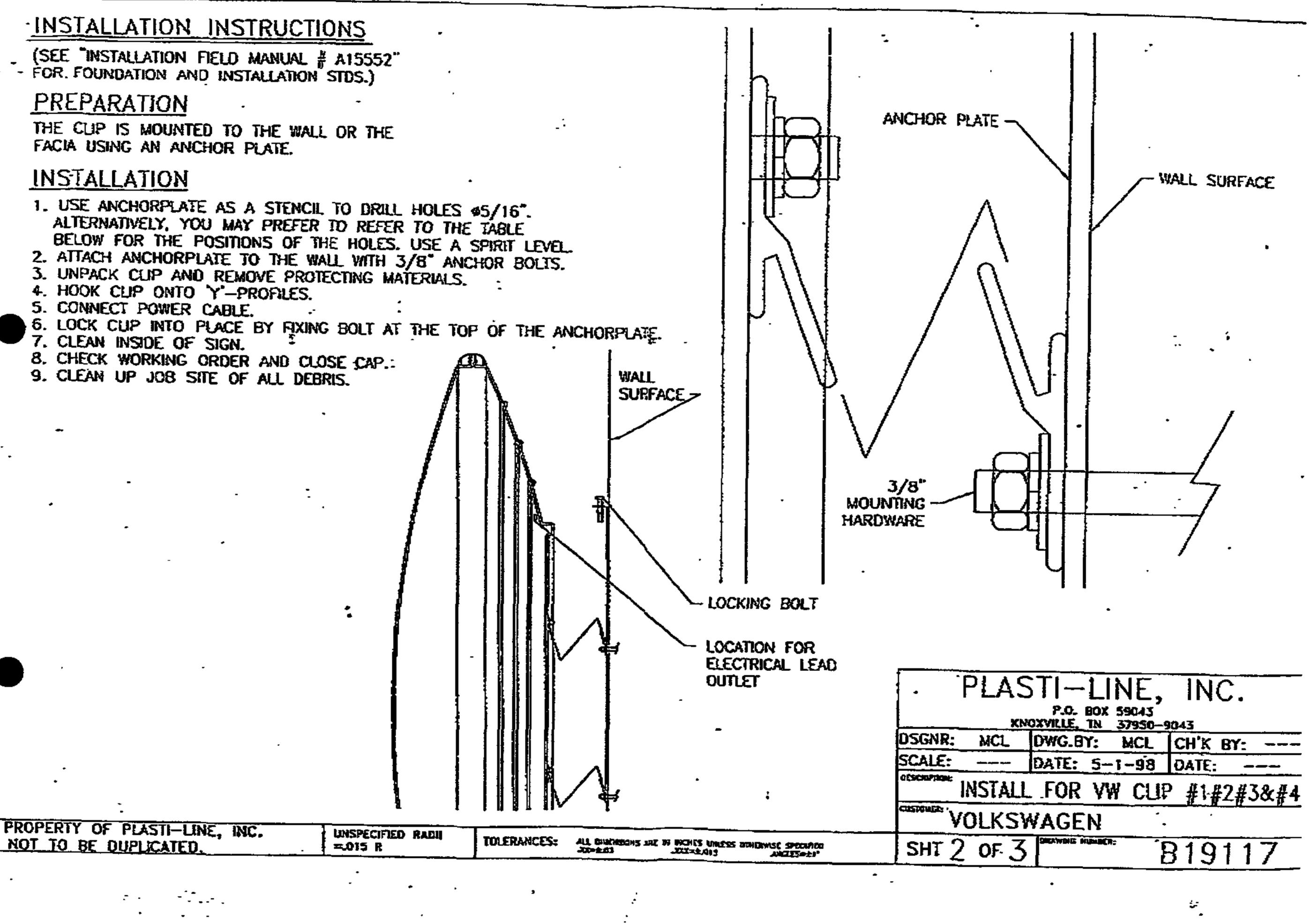
DESCRIPTION OF CHANGE

TOLERANCES:

P/N: 00-00-005-4354

	1714-00	20-80	7-472	}			
	-	PLAS	P.O.	BOX 5	9043		•
	DSGNR:	MCL	DWG B	<u>18</u>	MCI 1330-30	CH'K B	V
	SCALE:		DATE:				
	OCSCRIPTION:						#3
·	Customer A	OLKS	VAGE	N	-		и <u></u> .
	SHT 1	OF·3	DISTAGNE N	EN POR	8	191	17,

TENTOS TOTATOS TOTATOS CHICEMOS SECUNDO TOTATOS TOTATOS CONTRACTOS CONTRACTOR CONTRACTOS CONTRACTOS CONTRACTOS CONTRACTOS CONTRACTOS CONTRACTOR CONTRACTOR



/ikin

Exhibit "A"

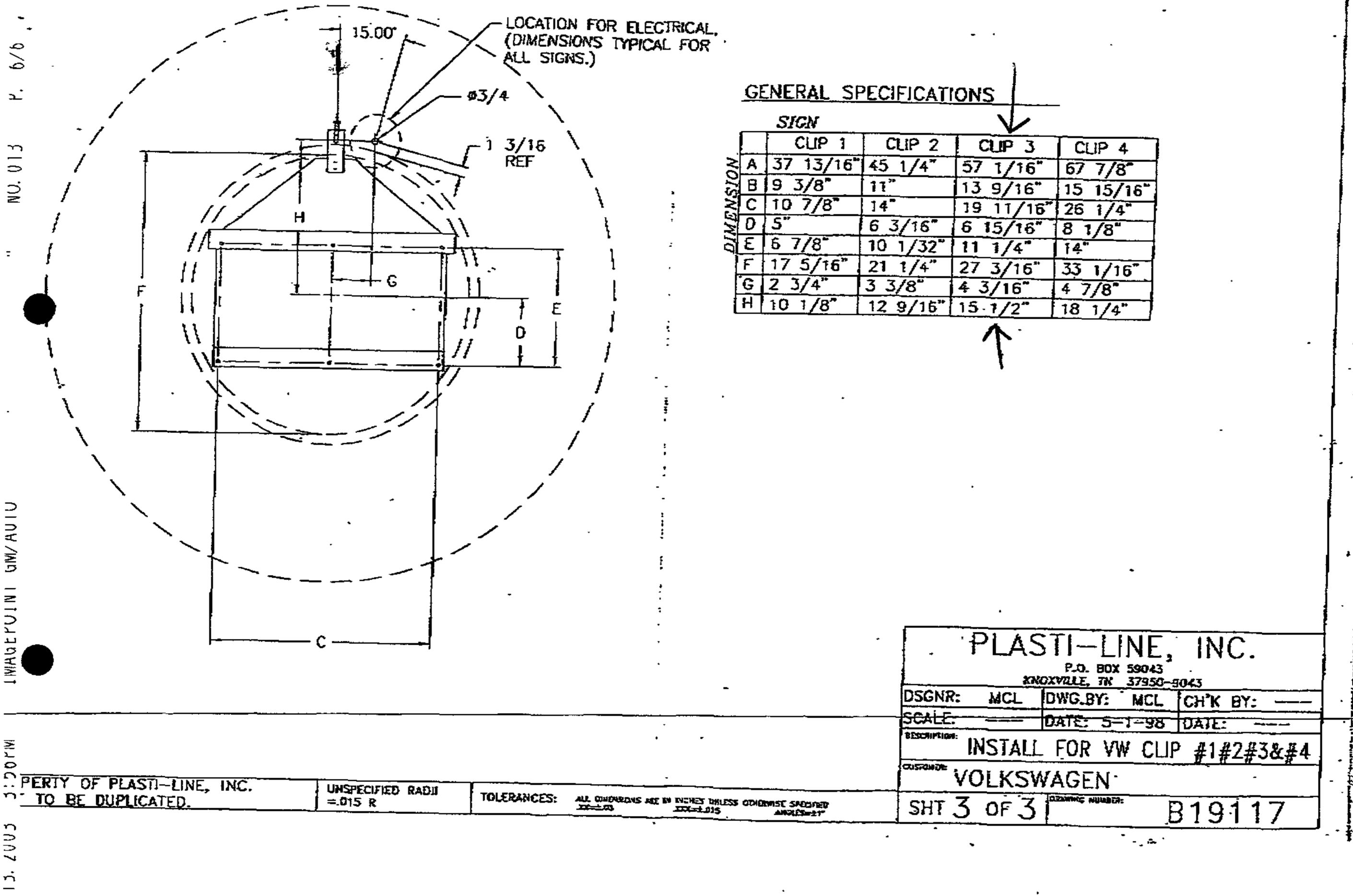
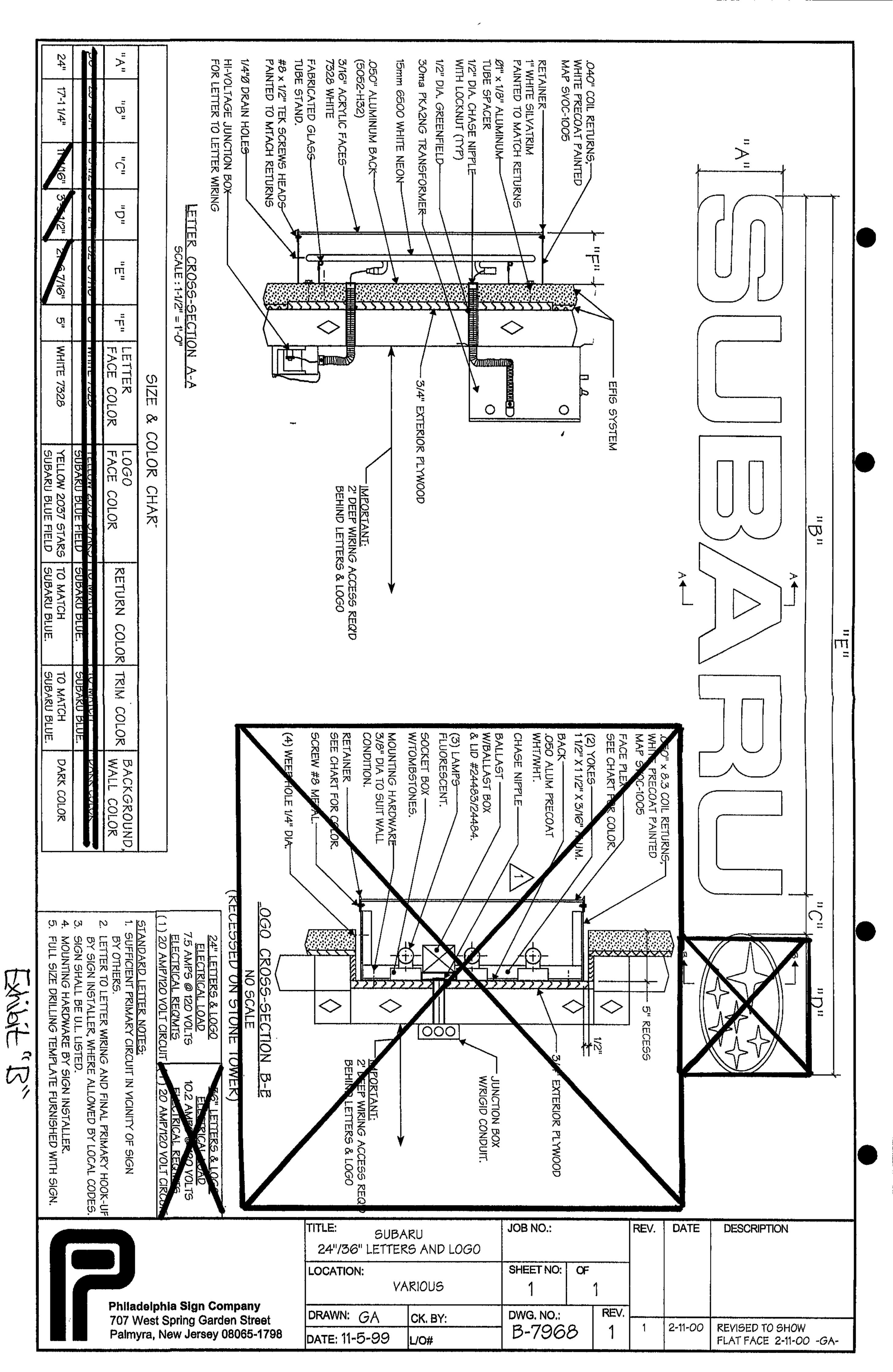
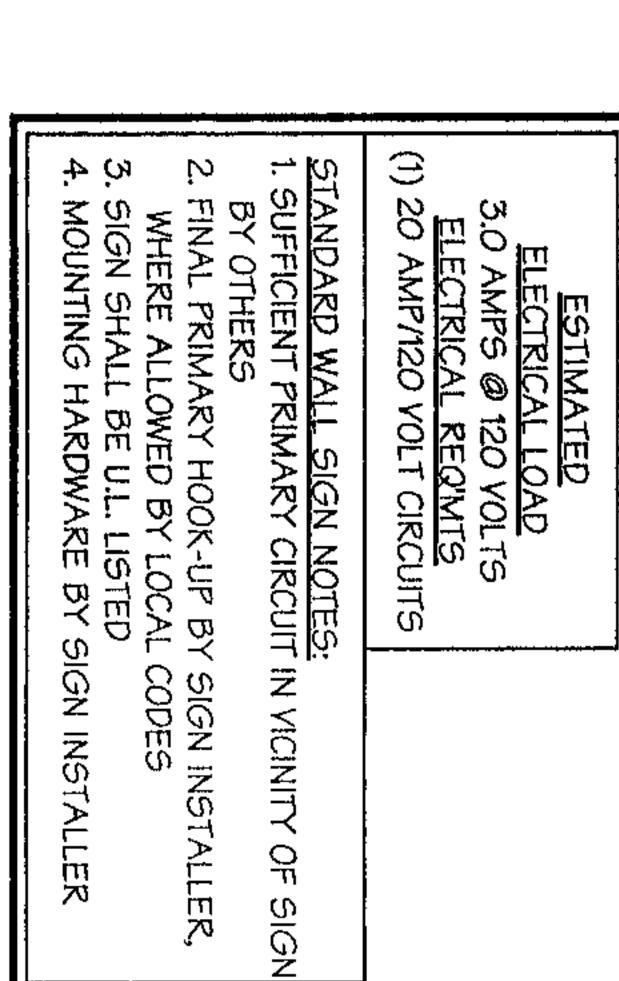


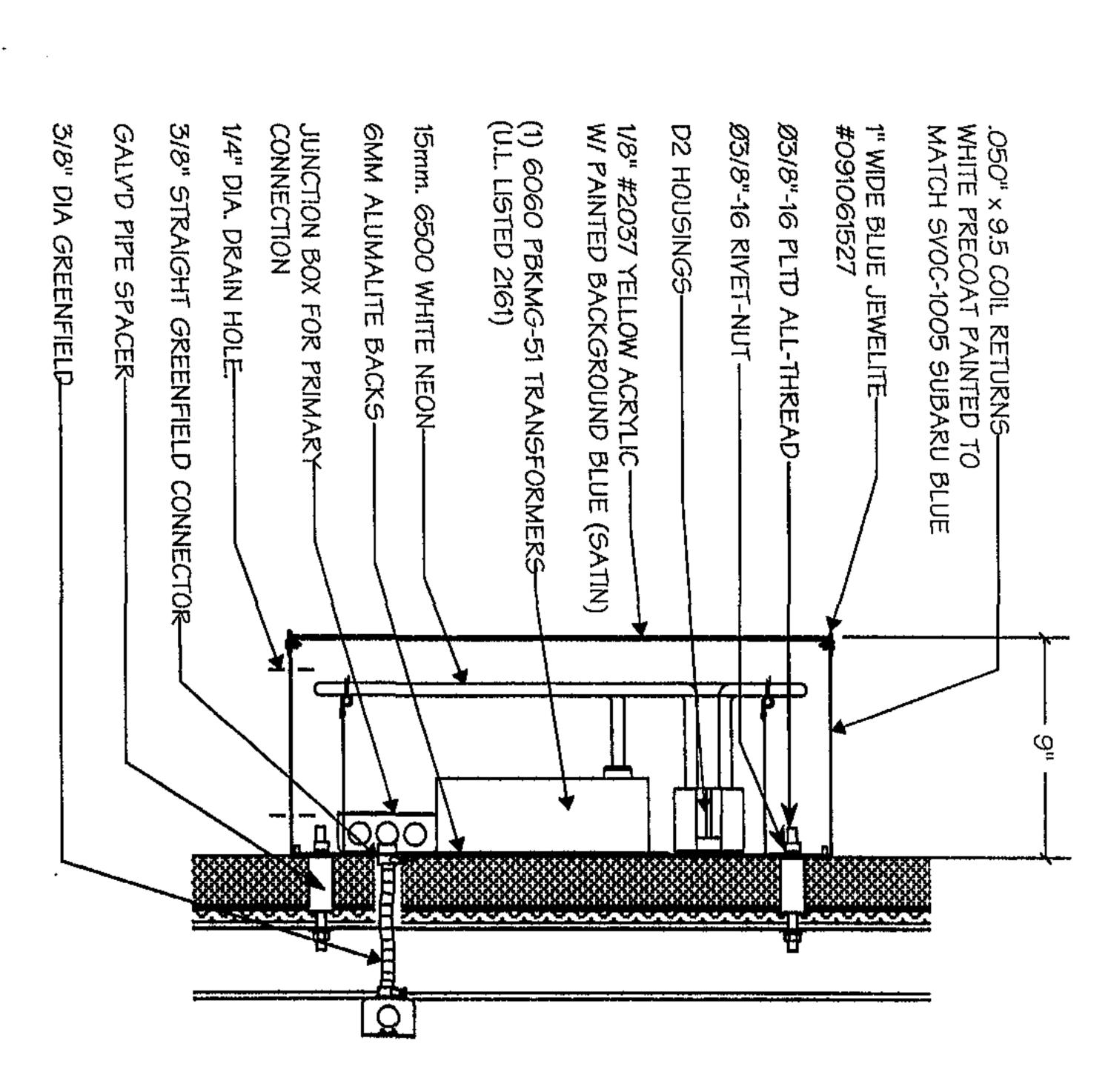
Exhibit "A"

į





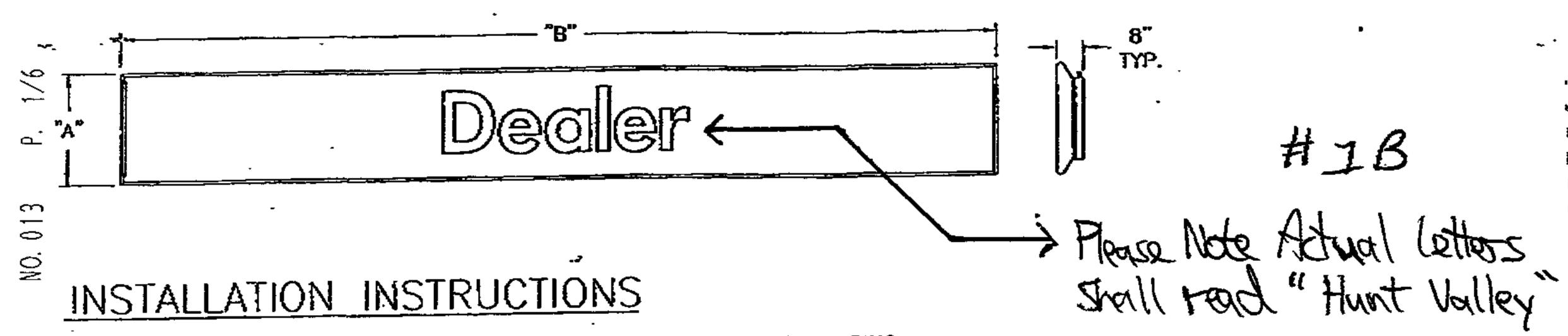
A LOGO ELEVATION
SCALE: 1-1/2" = 1-0"



CROSS SECTION A-A SCALE: 1-1/2" = 1'-0"

Philadelphia Sign Company
707 West Spring Garden Street
Palmyra, New Jersey 08065-1798

	3ARU VINATED LOGO	JOB NO.: 54509			REV.	DATE	DESCRIPTION
LOCATION:	SHEET NO: OF 1						
DRAWN: GA	CK. BY:	DWG. NO.:		REV.			
DATE: 5-1-01	L/O#	B-1067	4	1	1	6-15-01	CHANGED SILVATRIM TO BLUE JEWELITE -GA-



1. THE CUSTOMER'S BUILDING ENGINEER IS TO DETERMINE IF THE BUILDING STRUCTURE WILL SUPPORT THE SIGN. THE CUSTOMER SHALL SUPPLY ANY ADDITIONAL STRUCTURE THAT IS REQUIRED ON OR BEHIND THE WALL.

2. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS AND DIMENSIONS.

J. GENERAL CONTRACTOR TO PROVIDE ELECTRICAL CIRCUITS TO WITHIN 5' OF ELECTRICAL SERVICE AT END OF SIGN.

4. INSPECT CRATE UPON DELIVERY AND NOTIFY PLASTI-LINE OF ANY OBVIOUS SHIPPING DAMAGE.

5. TEST LIGHT SIGN AND NOTIFY PLASTI-LINE OF ANY PROBLEMS.

6. YERIFY MOUNTING BRACKET LOCATION FROM ACTUAL SIGN.

7. DRILL MOUNTING AND ELECTRICAL HOLES IN WALL.

8. ATTACH 2"X2"X1/4"X4"LG ANGLES (FROM KIT PROVIDED) TO WALL WITH CUSTOMER-PROVIDED ADDITIONAL STRUCTURE AS REQUIRED.

9. MOUNT SIGN TO ANGLES ON WALL.

10. OPEN FACE. MAKE ELECTRICAL CONNECTIONS AND CLOSE FACE.

1. JEST LIGHT SIGN.

12. REMOVE LIFTING ANGLE/EYEBOLT AND CAULK HOLES.

3. CLEAN FACE.

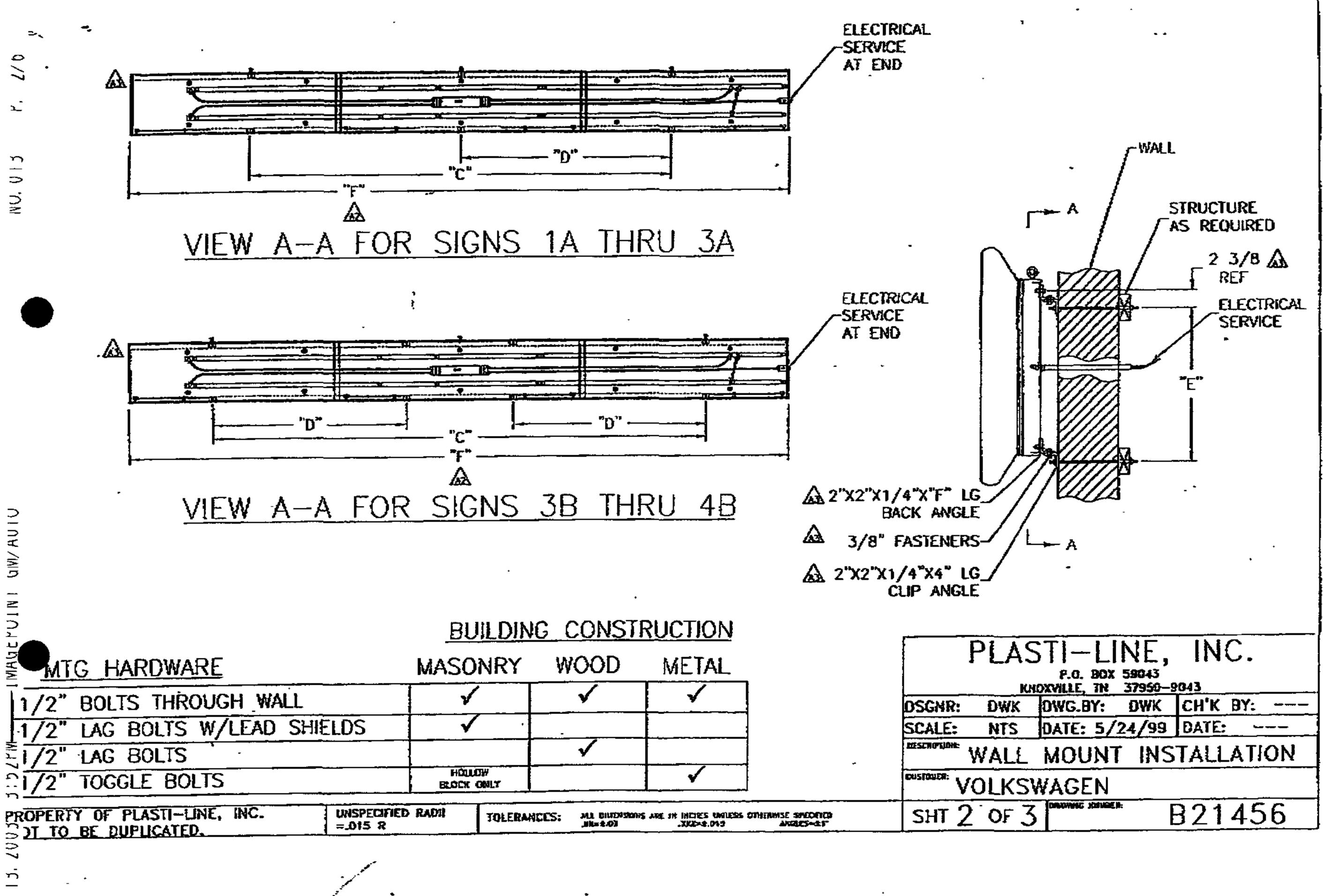
14. DISCARD EXCESS HARDWARE. CLEAN UP JOB SITE OF ALL DEBRIS.

INSTALLATION SHALL CONFORM TO THE NATIONAL ELECTRIC CODE AND OTHER APPLICABLE LOCAL CODES. THE SIGN STRUCTURE SHALL BE GROUNDED IN THE MANNER SPECIFIED BY THE N.E.C.

Post-it* Fax Note 7671	Date (0-13 pages) (0
To Phil Smith	From Laura Brakesky
CarDept. For Vailey VW	^{co} image Point
Phone #	Phoso 444 7446 x 524
Fax# 490 252 3419	Fax \$65 947 9531

2	The Mananti of the process								P/N: 00-00-006-006B						
						<u></u>				PLAS	TI-LI	NE.	INC		
W.					P.O. BOX 59043 KNOXVILLE, TN 37950-9043										
_									DSGNR:	DWK	DWG.BY:		сн,к в.	Υ:	
_												24/99	DATE:		
0 PM	12/13/99	DEC-0	7893	AR - REVISE NODES TO MICHIPAR REPORTED TO RETAILS: A4 - RE	ANDERS, SALES, COA - EA JOS	WALL MOUNT INSTALLATION									
5	01/13/00		RIP	RELICASED TO PROBUCTION		CUSTONER:	OLKS	NAGEN							
\mathcal{C}	DATE	INIT	ECN	DESCRIPTION OF CHANGE							ORNAUS HADE	<u>. </u>	2014		
	OPERTY O				UNSPECIFIED RADIL =.015 R	TOLERANCES:	PRINCIPAL SENDICIONED 1884 PRINCIPAL COLUMN 1884.	S UNLESS CONFRAGE SPECIFIED LOIS ANGLES-27	SHT]	0F 3		<u></u>	3214	CC.	
\approx !	I TO BE	nos	LIFVE	<u></u>											

Exhibit "D"



UN/AU

	"A"	"B"	"C"	"D.,	**F**	"F" 🔬	LBS	THREAD SIZE	OTY OF SETS OF INSTALL HARDWARE
ALL MOUNT SIGN		118 1/8"	76 15/16"	N/A	12 7/16"	109 15/16"	170	1/2" ALL-THRD	2
DEALER NAME	23 5/8"				12 7/16"	133 9/16"	200	1/2" ALL-THRD	2
BDEALER NAME	23 5/8	141 3/4"	76 9/16"	N/A			230	1/2" ALL-THRD	2
DEALER NAME	23 5/8"	165 3/8"	100 3/16	N/A	12 7/16	157 3/16		1/2" ALL-THRD	
D DEALER NAME	23 5/8"	189"	87 11/16"	N/A	12 7/16"	180 13/16"	260		
E DEALER NAME	23 5/8°	212 5/8"	147 7/16"	73 11/16"	12 7/16"	204 7/16"	300	1/2" ALL-THRD	
> DEALER NAME	23 5/8"	236 1/4"	132 1/16"	63 1/32"	12 7/16"	228 1/16"	330	1/2" ALL-THRO	3
DEALER NAME	23 5/8"	259 7/8"	155 11/16"	77 27/32"	12 7/16"	251 11/16	360	1/2" ALL-THRD	3
H DEALER NAME	23 5/8"	283 1/2"	179 5/16"	89 21/32"	12 7/16"	275 5/16"	400	1/2" ALL-THRD	3
I DEALER NAME	23 5/8*	307 1/8"	202 15/16	113 9/32	12 7/16"	298 15/16"	430	1/2" ALL-THRD	3
'A DEALER NAME	31 1/2"	157 1/2"	93 5/16"	N/A	20 5/16	149 5/16"	220	1/2" ALL-THRD	2
B ALER NAME	31 1/2"	189"	87 13/16"	N/A	20 5/16"	180 13/16"	260	1/2" ALL-THRD	2
C DEALER NAME	31 1/2"	220 1/2"	119 5/16"	N/A	20 5/16"	212 5/16"	310	1/2" ALL-THRD	2 -
D DEALER NAME	31 1/2"	252"	150 13/16"	75 13/32°	20 5/16"	243 13/16"	350	1/2" ALL-THRD	3
SE DEALER NAME	31 1/2"	283 1/2"	182 5/16"	91 5/32"	20 5/16"	275 5/16"	400	1/2" ALL-THRD	3
2F DEALER NAME	31 1/2"	315°	213 13/16"	106 29/32"	20 5/16	306 13/16"	440	1/2" ALL-THRD	3
	39 3/8"	196 7/8"	140 11/16"	N/A	28 3/16°	18B 11/16°	280	1/2" ALL-THRD	2
SA DEALER NAME		236 1/4"	180 1/16	78 1/32"	28 3/16"	228 1/16"	330	1/2" ALL-THRD	4
3D DEALER NAME	39 3/8"	<u> </u>	219 7/16"	78 1/32 [™]	28 3/16"	267 7/16"	380	1/2" ALL—THRD	4
≥ DEALER NAME	39 3/8"	275 5/8"				<u> </u>		1/2" ALL-THRD	4
E DEALER NAME	39 3/8"	315"	258 13/16"	······		<u> </u>			
DEALER NAME	47 3/4".	235 1/4"	180 1/16"	78 1/16"		228 1/16"	330	1/2" ALL-THRD	
E DEALER NAME	47 1/4"	283 1/2"	227 5/16".	78 1/16"	35 15/16"	275 5/16"	400	1/2" ALL-THRD	<u> </u>

					•		
	PLAS	P.O. 1	BOX 5	59043		C.	 -
		XAITTE"					<u></u>
DSGNR:	DWK	DWG.B	:	DAK	CH'K	BY:	
<u> </u>						_	
SCALE:	NTS	UAIL:	<u> 3/2</u>	4/99	DATE	<u></u>	
OCSCRIPTIONS	WALL	MOU	NT	INS	TALL	ATI	ON
	OLKSV	••					
-	7 7	PERMITS H	IDHEER:		7 7 4	AE	~
SHT .	3 OF 3				B21	43	O
		.1					

3:53rW ROPERTY OF PLASTI-LINE, INC.
TO BE DUPLICATED. UNSPECIFIED RADII =.015 R

IMAGERUI

JUN.

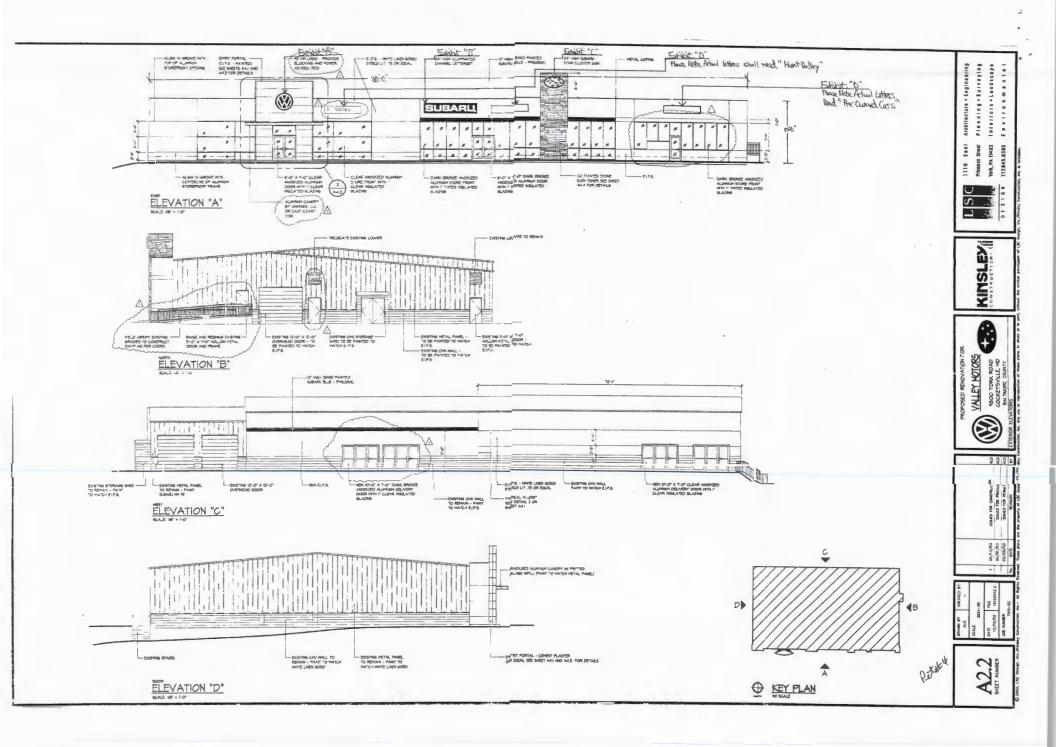
TOLERANCES: ALL DIMENSIONS ARE IN THEMES LINESS OTHERWISE SPECIFIC ANGLES ANGLES ANGLES


PLEASE PRINT CLEARLY

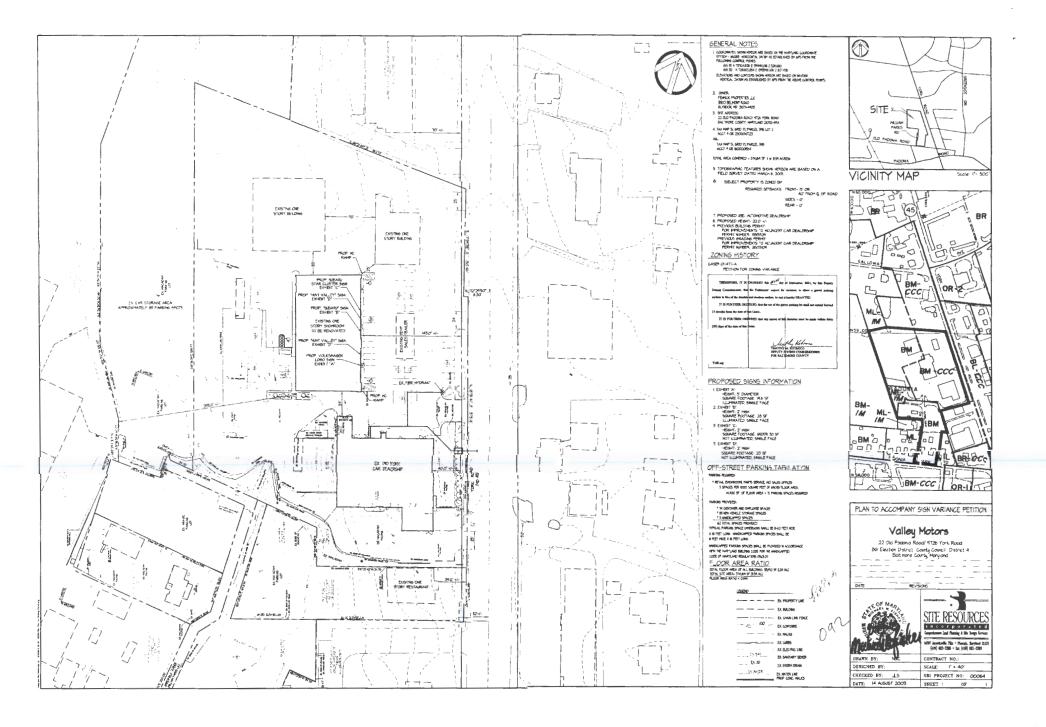
CASE NAME_	98000	Sork Re	 {.
CASE NUMBE	=R	12-04-092	, A
DATE	— · · · · · · · · · · · · · · · · · · ·	0/87	•


PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
LARRY CAPARN Jahn GRACKI	401 Washington Pre 204 413 Country Risce Circle	TOWS 2 1204	2CESCROLOC. COM JGRACKI @ Walley motors, co
JOHN GRACICI	413 Country Risce Circle	Bel Air MD 21015	JERACKI @ Walley MOTINS, C.
		·	
			[
			<u> </u>
· · · · · · · · · · · · · · · · · · ·		·	
	<u> </u>		









MAR. 21. 2003 10:47AM

PLASTI-LINE GM/AUTO 7821;

MAR-21 10:58AM; NO. 455

PAGE 3/6

3

Page 2 of 2

SUMMARY

TOTAL PRIMARY SIGNAGE:	\$8,875.35	VW CONTRIBUTION:	\$0.00
TOTAL SECONDARY SIGNAGE:		Audi of America CONTRIBUTION:	\$0.00
TOTAL CUSTOM SIGNAGE:	the second secon	3 YEARS MAINTENANCE TOTAL	\$514.66
TOTAL COST:	\$8,875.35	DEALER CONTRIBUTION:	\$1,975.35

*PSTIMATED INSTALLATION COSTS	
PRIMARY SIGNACE:	\$1,134.00
SECONDARY SIGNAGE:	50.00
CUSTOM SIGNAGE:	\$0.00

	DINUTED STATES
Th	a dealer has the following choices:
U	Payment for the total amount
•	Payment sproud out over 2 years

Dealer Financing Option (select one); No Financing 7. 2 Yr. Financing

DEALER ACCEPTANCE DATE

DATB

VWOA C.I. COORDANATOR

VW AB

3-21-03 DATE

Audi of America C.J. COORDINATOR

VWAG C.I. COORDINATOR

DATE

AUDI AB

DATE

NOTE: TAXES AND FREIGHT ARE CHARGED SEPARATELY.

INSTALLATION PRICES ARE ESTIMATED AND MAY CHANGE AS NOTED UNDER SIGN RECOMMENDATIONS. DEALER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE REMOVAL OF SIGNS; ANY COSTS ASSOCIATED WITH OBTAINING A VARIANCE AND VARIANCE PEES; AND PERMITTING; ANY COSTS ASSOCIATED WITH OBTAINING A VARIANCE AND VARIANCE PEES; AND ANY NON-STANDARDS, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO UNDERGROUND OBSTRUCTIONS AND HIDDEN UTILITIES.

** THIS IS A 3 YEAR MAINTENANCE PROGRAM AND IS REQUIRED FOR PARTICIPATION.

For billing questions, please contact Laura Beardsley at 1-800-444-7446 ext. 524.