IN RE: PETITION FOR VARIANCE S/S Belair Road, 230' NE of the c/l Ridge Road **(8115 Belair Road)** 14th Election District 6th Council District	*	BEFORE THE
	*	ZONING COMMISSIONER
	*	OF BALTIMORE COUNTY
	*	Case No. 05-142-A
S & S Auto Properties, LLC t/a Schaefer & Strohminger - Petitioners	*	

* * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a Petition for Variance filed by the owners of the subject property, S & S Auto Properties, LLC, trading as Schaefer & Strohminger, by and through their attorney, Gordon W. Priest, Jr., Esquire. The Petitioners request a variance from Section 450.4.5.g (Table, Column V – Max. Area/Face) to permit a sign for a new car dealership of 75 sq.ft. in lieu of the maximum allowed 50 sq.ft. The subject property and requested relief are more particularly described on the site plan submitted which was accepted into evidence and marked as Petitioner's Exhibit 1.

Appearing at the requisite public hearing in support of the request were Thomas Ostrowski, Facilities Manager for Schaefer & Strohminger, Jeff Deegan, Professional Engineer who prepared the site plan for this property, and Gordon Priest, Jr., Esquire, attorney for the Petitioners. There were no Protestants or other interested persons present.

Testimony and evidence offered revealed that the subject property is an irregular shaped parcel located with frontage on both the north side of Ridge Road and the southeast side of Belair Road in the Parkville/Perry Hall area of eastern Baltimore County. The property contains a gross area of 5.0313 acres, more or less, zoned B.R. and is the site of an automobile dealership known as Schaefer & Strohminger. This dealership has existed at the subject location since 1975 and is well known in the Baltimore/Metropolitan area. As shown on the site plan, the property

ORDER RECEIVED FOR FILING
Date 11/30/04
By

features a one-story new car showroom, a separate service center and body/fender repair shop, and a large macadam-paved area for the storage of vehicles and customer parking.

The Petitioners recently acquired a Mazda franchise and seek relief for a proposed sign to advertise the Mazda dealership. Presently, the property features four identification signs, two of which are pylon signs located at each entrance to the site immediately adjacent to the right-of-way for Belair Road. The other two signs are wall-mounted signs, which are attached to the sales center/showroom building. The Petitioners propose to eliminate the two pylon signs, which total 145 sq.ft. in area, and replace them with one new sign advertising the Mazda brand. Due to Mazda's policy of uniform freestanding signage nationwide, the proposed sign will be 75 sq.ft. in area, which is larger than the 50 sq.ft. allowed by the B.C.Z.R.. Thus, the requested variance is necessary. In this regard, testimony indicated that the property is located at the crest of a precipitous hill on Belair Road, and that given the unusual configuration of the property, a larger sign is necessary to identify the business and allow the motoring public to safely enter the site. Moreover, the proposal will actually reduce the amount of signage on the subject property.

Based upon the testimony and evidence presented, I am persuaded to grant the requested relief. In my judgment, the Petitioners have satisfied the requirements of Section 307.1 of the B.C.Z.R. as they relate to the grant of variances. The proposed sign is consistent with the nature and use of the subject property, and commercial character of the surrounding locale. Moreover, a schematic drawing submitted into evidence as Petitioner's Exhibit 2 shows that the proposed sign will be attractive. It is also to be noted that the subject property is quite large and the sign package proposed does not overwhelm the site. For all of these reasons, I am persuaded to grant the requested variance.

Pursuant to the advertisement, posting of the property and public hearing on this Petition held, and for the reasons set forth herein, the relief requested shall be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 30th day of November 2004 that the Petition for Variance seeking relief from Section 450.4.5.g (Table, Column V – Max. Area/Face) to permit a sign for a new car dealership of 75

ORDER RECEIVED FOR FILING
Date 11/30/04
By

sq.ft. in lieu of the maximum allowed 50 sq.ft. in accordance with Petitioner's Exhibits 1 and 2, be and is hereby GRANTED, subject to the following restriction:

1) The Petitioners may apply for their sign 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 the 30-day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded.

WILLIAM J. WISEMAN, III
Zoning Commissioner
for Baltimore County

WJW:bjs

ORDER RECEIVED FOR FILING
Date 11/31/14
By

IN THE MATTER OF THE APPLICATION OF S & S AUTO PROPERTIES, LLC t/a SCHAEFER & STROHMINGER - PETITIONERS FOR VARIANCE ON PROPERTY LOCATED ON THE S/S BELAIR ROAD, 230' NE OF C/L OF RIDGE ROAD (8115 BELAIR ROAD)	* * * * *	BEFORE THE COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY
14TH ELECTION DISTRICT 6TH COUNCILMANIC DISTRICT	*	CASE NO. 05-142-A

* * * * * * * * *

OPINION

This matter comes to this Board as an appeal of a Zoning Commissioner's Order in which the requested variance relief was granted. The relief request was to allow a 75 square-foot sign, in lieu of the 50 square-feet permitted by the *Baltimore County Zoning Regulations* (BCZR) for a Mazda dealership at 8115 Belair Road.

The Office of People's Counsel for Baltimore County appealed the granting of the variance and was represented in the hearing by Carole S. Demilio, Deputy People's Counsel. Petitioner was represented by Gordon W. Priest, Jr., Esquire. The Board conducted a public hearing on July 6, 2005, and a public deliberation on July 12, 2005.

Testimony/Facts of the Case

Mr. David Strohminger, President of S&S Auto Properties, testified that S&S Auto moved from a city location to the County location on Belair Road in late 2003. Prior to that move, S&S Auto had purchased a Mazda dealership sign, intending to use it in the city location. According to Mr. Strohminger, the size of the sign was mandated by Mazda. He testified that he intended to replace two signs that totaled 145 square feet with the one sign totaling 75 square feet, for which he needed a variance. Mr. Strohminger further voiced concerns that he would lose the Mazda franchise if he could not put up this sign.

Upon cross-examination by Ms. Demilio, Mr. Strohminger read an excerpt from page 19 of the Mazda dealer agreement (People's Counsel Exhibit #1), which stated that requirements for a Mazda dealership were subject to local regulations. He further conceded that there was nothing in the dealer agreement specifying the size of the sign.

Mr. Jeffrey Deegan, P.E., then testified for Petitioner and described the sign that is the subject of this case. On Petitioner's Exhibit 4, a Plat of the subject property, Mr. Deegan pointed out the location of the two existing signs, which will be removed, and noted that the new sign would be on the crest of a hill on Belair Road. He further testified that Belair Road is a divided road at this location, with speed limits of 45 mph, making it difficult for a driver to see the location without a prominent sign.

On cross-examination, Mr. Deegan said that the subject location is on the most prominent crest on Belair Road. There were a total of four other signs on the two buildings of S&S Auto, according to Mr. Deegan, totaling about 300 square feet.

Decision

Baltimore County Zoning Regulations § 450 requires that signs in Baltimore County be no larger than 50 square feet and no taller than 25 feet high. This section also requires that all signs in the County conform to this standard by 2012, which would require older, over-sized signs to come down, as Ms. Demilio stated in her closing summary. Ms. Demilio also pointed out in her summary that People's Counsel has been uniform in appealing the granting of sign variances, naming numerous other instances in which such variances have been denied.

Section 307 of the BCZR permits granting variances "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 would "result in practical difficulty or unreasonable hardship." Furthermore, according to § 307, "any such variance shall be granted only if in strict harmony with the spirit and intent" of said regulations.

These conditions for granting a variance have been interpreted by the Court of Special Appeals in a number of cases; the controlling case being *Cromwell v. Ward*, 102 Md.App. 691, 651 A.2d 424 (1995). According to *Cromwell*, Petitioners must first prove that their property is unique. This standard must be met before other parts of the variance requirements can be properly considered.

In this subject case, Petitioner did not make any case or provide any evidence for the property's uniqueness. Absent any evidence of uniqueness, this Board need proceed no further.

However, in due consideration of the Petitioner, it should be noted that the only argument Petitioner made was that S&S Auto Properties would suffer a hardship because the sign had already been purchased and could not be used. However, not only is hardship alone not sufficient for granting a variance, but *Cromwell* is very clear that, even where uniqueness is found, economic hardship is not a compelling reason to grant a variance.

In discussing the issue of hardship, the Court in *Cromwell* cites a number of cases in Maryland and in other states. It quotes from a case from Utah, for example, *Xanthos v. Board of Adjustments,* 685 P.2d 1032 (1984): "Hardship is not demonstrated by economic loss alone. . . . To allow a variance anytime any economic loss is alleged would make a mockery of the zoning program."

The Court goes on to quote from a case in Maine, *Sibley v. Inhabitants of the Town of Wells*, 462 A.2d 27, 30-31 (1983): "However, when a landowner purchases land with actual or

constructive knowledge of the zoning restrictions, he may not be granted a variance on the grounds of undue hardship."

As there was no evidence of the property's uniqueness, this Board voted unanimously to deny the variance request for a sign larger than the maximum allowed 50 square feet.

ORDER

Therefore, it is this 2nd day of November, 2005 by the County Board of Appeals in Baltimore County

ORDERED that the Petitioner's request for variance from § 450 of the *Baltimore County Zoning Regulations* to allow a 75 sq. ft sign in lieu of the maximum allowed 50 sq. ft. be and is hereby **DENIED**.

Any petition for judicial review from this decision must be made in accordance with Rule 7-201 through Rule 7-210 of the *Maryland Rules*.

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

Lawrence S. Wescott, Panel Chairman

Margaret Brassil, Ph.D.

Edward W. Crizer, Jr.

Petition for Variance

to the Zoning Commissioner of Baltimore Count

for the property located at 8115 Bel Air Road

which is presently zoned B R

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owne of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a p hereof, hereby petition for a Variance from Section(s)

450.4.5.g (Table Column V - Max. Area / Face)
To allow a 75 s.f. sign for a new car dealership in lieu of the required 50 s.f. max. allowed.

of the Zoning Regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons: (indicate hards or practical difficulty)

SEE ATTACHED

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 zon regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

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

Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address — Telephone No.

City — State — Zip Code

Legal Owner(s):

S & S Auto Properties, LLC T/A Schaefer & Strohminger
Name - Type or Print

Signature

David G. Strohminger, President
Name - Type or Print

Signature

4212 Ridge Road — 410-661-7950
Address — Telephone No.

Baltimore, Maryland — 21236
City — State — Zip Code

Attorney For Petitioner:

Gordon W. Priest, Jr.
Name - Type or Print

Gordon W Priest Jr
Signature

S & S Management Services, Inc.
Company

4212 Ridge Road — (410) 661-7950
Address — Telephone No.

Baltimore, Maryland — 21236
City — State — Zip Code

Representative to be Contacted:

Jeffrey J. Deegan
Name

2309 Bel Air Road, Suite A — (410) 893-3700
Address — Telephone No.

Fallston, Maryland — 21047
City — State — Zip Code

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By BK **Date** 9/15/04

ORDER RECEIVED FOR FILING
Date 11/30/04
By

Case No. 05-142-A

REV 9/15/98

Attachment to: **Petition for Variance for Schaefer & Strohminger at 8115 Bel Air Road**

(HARDSHIP / PRACTICAL DIFFICULTY)

Schaefer & Strohminger has just recently relocated their Mazda Dealership from their Dundalk Avenue location to the subject site at 8115 Bel Air Road. Just prior to this move, a new sign was purchased for the Dundalk Avenue location. This sign was designed and built for the Baltimore City Property, where the 75 square foot size was appropriate. Upon relocation of the dealership to Baltimore County, the brand new sign become useless, without the requested variance.

The Proposed Sign replaces the two signs used to identify the previous GMC Dealership, which totaled 145 square feet.

This site is also physically unique, in that it rests at the top of a sharp crested hill. The additional 25 square feet of sign being requested will help the motoring public easily identify the business and safely enter the property without disruption to the normal flow of traffic along Belair Road.

#142

ZONING DESCRIPTION

BEGINNING at a point on the south side of Belair Road, which is ±96 feet wide at a distance of ±230 feet northeast of the centerline of the nearest improved intersecting street: Ridge Road, which is 60 feet wide; Thence the following courses and distances:

N 39° 55' 18" E 118.47',
N 38° 50' 51" E 119.86',
S 69° 19' 17" E 455.63',
S 21° 53' 53" W 564.59',
N 86° 48' 27" W 219.15',
N 43° 17' 02" W 200.88',
N 40° 21' 53" E 228.36',
N 43° 17' 47" W 230.84',

to the place of beginning. As recorded in Deed Liber 14544, folio 175.

SAVING & EXCEPTING THEREFROM, HOWEVER, all that parcel of land acquired by the State Roads Commission acting for and on behalf of the State of Maryland by virtue of Case No. 88 LAD 36 filed in the Circuit Court for Baltimore County, Maryland, and as shown on State Highway Administration Plat No. 50136. Also, subject to the widening of Ridge Road and Bucks School House Road.

BEING part of Parcel 1 and Parcel 2 as shown on the plat of the subdivision entitled, "Loyola Motors", and recorded among the Plat Records of Baltimore County in EHK, Jr. No. 36, folio 47. Also known as 8115 Belair Road and located in the 14th Election District.

Containing approximately 5.0313 acres of land.

STATE OF MARYLAND
JEFFREY JAMES DEEGAN
NO. 11729
REGISTERED
PROFESSIONAL ENGINEER
9/15/04

#142

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: #05-142-A
8115 Bel Air Road
E/side of Belair Road, 250 ft. n/of centerline of Ridge Road
14th Election District
6th Councilmanic District
Legal Owner(s): S & S Auto Properties, LLC; T/A Schaefer & Strohminger
Variance: to allow a 75 square foot sign for a new car dealership in lieu of the required 50 square foot maximum allowed.
Hearing: Monday, November 8, 2004 at 10:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204.

LAWRENCE E. SCHMIDT
Zoning Commissioner for Baltimore County
NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-4386.
(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.
J/10/212 Oct. 21 26398

CERTIFICATE OF PUBLICATION

10/21, 2004

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 10/21, 2004.

- [x] The Jeffersonian
- [ ] Arbutus Times
- [ ] Catonsville Times
- [ ] Towson Times
- [ ] Owings Mills Times
- [ ] NE Booster/Reporter
- [ ] North County News

S. Wilkinson

LEGAL ADVERTISING

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 40946

DATE 9/15/04 ACCOUNT R001-006-6150

AMOUNT $ 325.00

RECEIVED FROM: Nelson Design Assoc.

FOR: Zoning Variance

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

Item #142

PAID RECEIPT

BUSINESS	ACTUAL	TIME	DRW
9/16/2004	9/15/2004	14:14:36	1

REG WEB WALKIN REC JBR
RECEIPT # 205302 9/15/2004 OPUN
Rept 5 528 ZONING VERIFICATION
CK NO. 040946
Recpt Tot $325.00
$250.00 CK $75.00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

APPEAL SIGN POSTING REQUEST

CASE NO.: 05-142-A

S & S AUTO PROPERTIES - LEGAL OWNER
T/A SCHAEFER & STROHMINGER

8115 BELAIR ROAD

14TH ELECTION DISTRICT
RECEIVED AT BOARD ON 2/01/05

APPEALED: 12/21/04

ATTACHMENT – (Plan to accompany Petition – Petitioner's Exhibit No. 1)

**********COMPLETE AND RETURN BELOW INFORMATION*****

CERTIFICATE OF POSTING

TO: Baltimore County Board of Appeals
400 Washington Avenue, Room 49
Towson, Maryland 21204

Attention: Kathleen Bianco
Administrator

CASE NO.: 05-142-A

Petitioner/Developer:

S & S AUTO PROPERTIES - LEGAL OWNER
T/A SCHAEFER & STROHMINGER

This is to certify that the necessary appeal sign was posted conspicuously on the property located at:

8115 BELAIR ROAD

The sign was posted on 3/10, 2005

By: Gary Freund
(Signature of Sign Poster)

GARY FREUND
(Printed Name)

Certificate Of Posting

RE: Case NO.: 05-142-A

Petitioner/Developer:
JEFF DEEGAN

Date of Hearing/Closing: 11/8/04

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

Attention:

Ladies and Gentlemen:

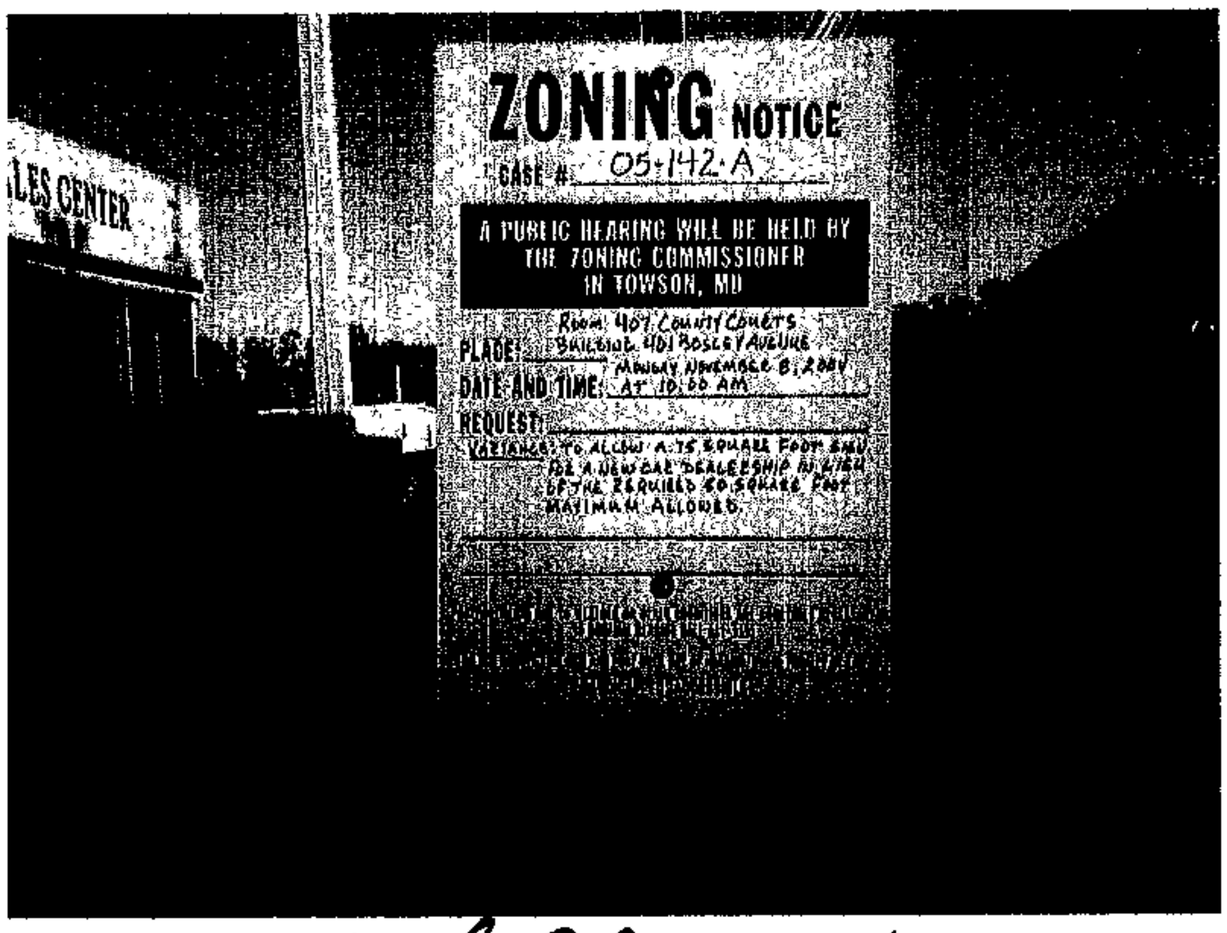
This letter is to certify under the penalties of perjury that the necessary sign(s) required by law were posted conspicuously on the property at 8115 BEL AIR ROAD

This sign(s) were posted on October 23, 2004.
(Month, Day, Year)

Sincerely,

Martin Ogle 10/23/04
(Signature of Sign Poster and Date)
Martin Ogle
(Printed Name)
5016 Castlestone Drive
(Address)
Balto.MD 21237
(City,State,Zip Code)
(410)-933-9470
(Phone Number)

im000107 (1152x864x24b jpeg)



Martin Ogle 10/23/04

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

September 28, 2004

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: 05-142-A
8115 Bel Air Road
E/side of Belair Road, 250 ft. n/of centerline of Ridge Road
14th Election District – 6th Councilmanic District
Legal Owners: S & S Auto Properties, LLC, T/A Schaefer & Strohminger

Variance to allow a 75 square foot sign for a new car dealership in lieu of the required 50 square foot maximum allowed.

Hearing: Monday, November 8, 2004, at 10:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204

Timothy Kotroco
Director

TK:klm

C: Gordon Priest, Jr., S & S Management Services, 4212 Ridge Road, Baltimore 21236
David Strohminger, 4212 Ridge Road, Baltimore 21236
Jeffrey Deegan, 2309 Bel Air Road, Ste. A, Fallston 21047

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY SATURDAY, OCTOBER 23, 2004.**
(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.

Printed on Recycled Paper

TO: PATUXENT PUBLISHING COMPANY
Thursday, October 21, 2004 Issue - Jeffersonian

Please forward billing to:
S & S Management Services, Inc.
4212 Ridge Road
Baltimore, MD 21236

410-661-7950

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: 05-142-A
8115 Bel Air Road
E/side of Belair Road, 250 ft. n/of centerline of Ridge Road
14th Election District – 6th Councilmanic District
Legal Owners: S & S Auto Properties, LLC, T/A Schaefer & Strohminger

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Hearing: Monday, November 8, 2004, at 10:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue, Towson 21204

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
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

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

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

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

For Newspaper Advertising:

Item Number or Case Number: 05-142-A

Petitioner: S&S AUTO PROPERTIES, LLC

Address or Location: 8115 BELAIR ROAD

PLEASE FORWARD ADVERTISING BILL TO:

Name: S&S MANAGEMENT SERVICES, INC.

Address: 4212 RIDGE ROAD
BALTO., MD 21236

Telephone Number: 410-661-7950

Revised 2/20/98 - SCJ

County Board of Appeals of Baltimore County

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 1, 2005

NOTICE OF ASSIGNMENT

CASE #: 05-142-A **IN THE MATTER OF: S & S AUTO PROPERTIES, LLC, t/a Schaefer & Strohminger** 8115 Belair Road
14th Election District; 6th Councilmanic District

11/30/04 – Z.C.'s Order in which requested variance relief was GRANTED with restrictions.

ASSIGNED FOR: **WEDNESDAY, JULY 6, 2005 at 10:00 a.m.**

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 B, 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 hearing date.

Kathleen C. Bianco
Administrator

c: Appellant : Office of People's Counsel

Counsel for Petitioner : Gordon W. Priest, Jr., Esquire
Petitioner : David G. Strohminger, President
S & S Auto Properties, LLC

Jeffrey J. Deegan, P.E.

William J. Wiseman III /Zoning Commissioner
Pat Keller, Planning Director
Timothy M. Kotroco, Director /PDM

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on Recycled Paper

County Board of Appeals of Baltimore County

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

July 7, 2005

AMENDED NOTICE OF DELIBERATION

IN THE MATTER OF:
S & S AUTO PROPERTIES, LLC t/a Schaefer & Strohminger - Petitioners
Case No. 05-142-A

AN INCORRECT DATE OF DELIBERATION WAS PROVIDED TO THE PARTIES TO THIS CASE ON 7/06/05. THE CORRECT DAY OF THE WEEK IS **TUESDAY** AS ORIGINALLY PROVIDED. HOWEVER, THE ACTUAL **DATE SHOULD HAVE BEEN 7/12/05**. THE CORRECT DATE FOR DELIBERATION IS AS FOLLOWS:

DATE AND TIME : **TUESDAY, JULY 12, 2005 at 9:30 a.m.**

LOCATION : **Hearing Room 48, Basement, Old Courthouse**

NOTE: ALL PUBLIC DELIBERATIONS ARE OPEN SESSIONS; HOWEVER, ATTENDANCE IS NOT REQUIRED. A WRITTEN OPINION /ORDER WILL BE ISSUED BY THE BOARD AND A COPY SENT TO ALL PARTIES.

Kathleen C. Bianco
Administrator

c: Appellant : Office of People's Counsel

Counsel for Petitioner : Gordon W. Priest, Jr., Esquire
Petitioner : David G. Strohminger, President
S & S Auto Properties, LLC

Jeffrey J. Deegan, P.E.

William J. Wiseman III /Zoning Commissioner
Pat Keller, Planning Director
Timothy M. Kotroco, Director /PDM

FYI: 3-5-7

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on Recycled Paper

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

November 3, 2004

Gordon W. Priest, Jr.
S&S Management Services, Inc.
4212 Ridge Road
Baltimore, Maryland 21236

Dear Mr. Priest:

RE: Case Number: 05-142-A, 8115 Bel Air Road

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on September 15, 2004.

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

WCR: clb

Enclosures

c: People's Counsel
S&S Auto Properties, LLC. David G. Strohminger 4212 Ridge Road Baltimore 21236
Jeffrey Deegan 2309 Bel Air Road Fallston 21047

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Fire Department

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

Baltimore County

James T. Smith, Jr., County Executive
John J. Hohman, Chief

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

September 29, 2004

ATTENTION: Zoning Review planners
Distribution Meeting of: September 27, 2004

Item No.: 138-143 (42)

Pursuant to your request, the referenced plan(s) have been reviewed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

6. 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

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

State Highway Administration
Driven to Excel
Maryland Department of Transportation

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

Date: 9.28.04

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

RE: Baltimore County
Item No. 142 BPR

Dear Ms. Matthews:

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 1.
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,

S. D. Foster

Steven D. Foster, Acting Chief
Engineering Access Permits Division

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits &
Development Management

DATE: October 7, 2004

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

SUBJECT: Zoning Advisory Committee Meeting
For October 4, 2004
Item Nos. 138, 139, 140, 141, 142,
and 143

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

RWB:CEN:jrb

cc: File

ZAC-10-04-2004-NO COMMENT ITEMS-138-143-10072004

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Timothy M. Kotroco, Director
Department of Permits and
Development Management

DATE: October 12, 2004

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

SUBJECT: Zoning Advisory Petition(s): **Case(s) 5-142**

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

Prepared By: _____

Division Chief: _____

MAC/LL

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION & RESOURCE MANAGEMENT

TO: Tim Kotroco
PDM

FROM: John D. Oltman, Jr jpd
DEPRM

DATE: December 10, 2004

SUBJECT: Zoning Items # See List Below

Zoning Advisory Committee Meeting of September 27, 2004.

__X__ The Department of Environmental Protection and Resource Management has no comments on the following zoning items:

05-138
05-139
05-140
05-142
05-143

Reviewers: Sue Farinetti, Dave Lykens

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

January 31, 2005

Gordon W. Priest, Jr., Esq.
S & S Management Services, Inc.
4212 Ridge Road
Baltimore, MD 21236

RECEIVED
FEB 0 1 2005
BALTIMORE COUNTY
BOARD OF APPEALS

Dear Mr. Priest, Jr.:

RE: Case: 05-142-A, 8115 Belair Road

Please be advised that an appeal of the above-referenced case was filed in this office on December 21, 2004 by People's Counsel of Baltimore County. 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,

Timothy Kotroco
Director

TK:klm

c: William Wiseman, Zoning Commissioner
Timothy Kotroco, Director of PDM
People's Counsel
Mr. David Strohminger, 4212 Ridge Rd., Baltimore 21236
Jeffrey Deegan, 2309 Belair Rd., Ste. A, Fallston 21047

Printed on Recycled Paper

Baltimore County, Maryland

OFFICE OF PEOPLE'S COUNSEL
Room 47, Old CourtHouse
400 Washington Ave.
Towson, MD 21204

410-887-2188
Fax: 410-823-4236

PETER MAX ZIMMERMAN
People's Counsel

CAROLE S. DEMILIO
Deputy People's Counsel

December 21, 2004

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

RECEIVED

Per CLB

Hand-delivered

Re: PETITION FOR VARIANCE
S/S Belair Road, 230' NE of the c/l Ridge Road
(8115 Belair Road)
14th Election District; 6th Council District
S & S Auto Properties, LLC, t/a Schaefer & Strohminger- Petitioners
Case No.: 05-142-A

Dear Mr. Kotroco:

Please enter an appeal by the People's Counsel for Baltimore County to the County Board of Appeals from the Findings of Fact and Conclusions of Law dated November 30, 2004 by the Baltimore County 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

Carole S. Demilio
Deputy People's Counsel

PMZ/CSD/rmw

cc: Gordon W. Priest, Jr., Esquire

RE: PETITION FOR VARIANCE 8115 Belair Road; 250' N c/line of Ridge Road 14th Election & 6th Councilmanic Districts L.O.: S&S Auto Properties, LLC, David G Strohminger-President Petitioner(s)	* * * * * *	BEFORE THE ZONING COMMISSIONER FOR BALTIMORE COUNTY 05-142-A

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

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
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. 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 4th day of October, 2004, a copy of the foregoing Entry of Appearance was mailed to, Jeffrey J. Deegan, 2309 Belair Road, St A, Fallston, MD 21047 and to Gordon W Prirst, Jr., S&S Management Services, Inc, 4212 Ridge Road, Baltimore, MD 21236, Attorney for Petitioner(s).

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

RECEIVED
OCT 0 4 2004
Per.....

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER 05-142A
DATE 8 NOV 04

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
GORDON W PRIEST, JR	4212 RIDGE RD	21236	GORDONP@SANDSAUTO.COM
THOMAS J. OSTROWSKI	SAME ~~21236~~	SAME	
JEFFREY S. DEEGAN	2309 BELAIR RD. SUITE A	FALLSTON, MD. 21047	WDAENG@AOL.COM

S+S Auto Properties LLC T/A Schaefer & Stroffmuniger

Case No.: 05-142 A

Exhibit Sheet

	Petitioner/Developer	Protestant
No. 1	PLAN ACCOMPANYING VARIANCE APPLICATION	
No. 2	MAZDA SIGN DRAWING	
No. 3	SIGN DETAILS	
No. 4	Franchise Agreement	
No. 5		
No. 6		
No. 7		
No. 8		
No. 9		
No. 10		
No. 11		
No. 12		

Plan Sheet: *081C1*

Note:
Section 32-3-202 of the Baltimore County, 2003 Code establishes the zoning geodatabase. This map represents the actions of the Baltimore County Council on August 31, 2004 (Bills 82-04, 83-04, 84-04, 85-04, 86-04, 87-04, 88-04, and 89-04) effective September 3, 2004.

Legend

Zoning — Streams — Vegetation
Buildings — Roads

Baltimore County
Office of Planning and Zoning
Official Zoning Map

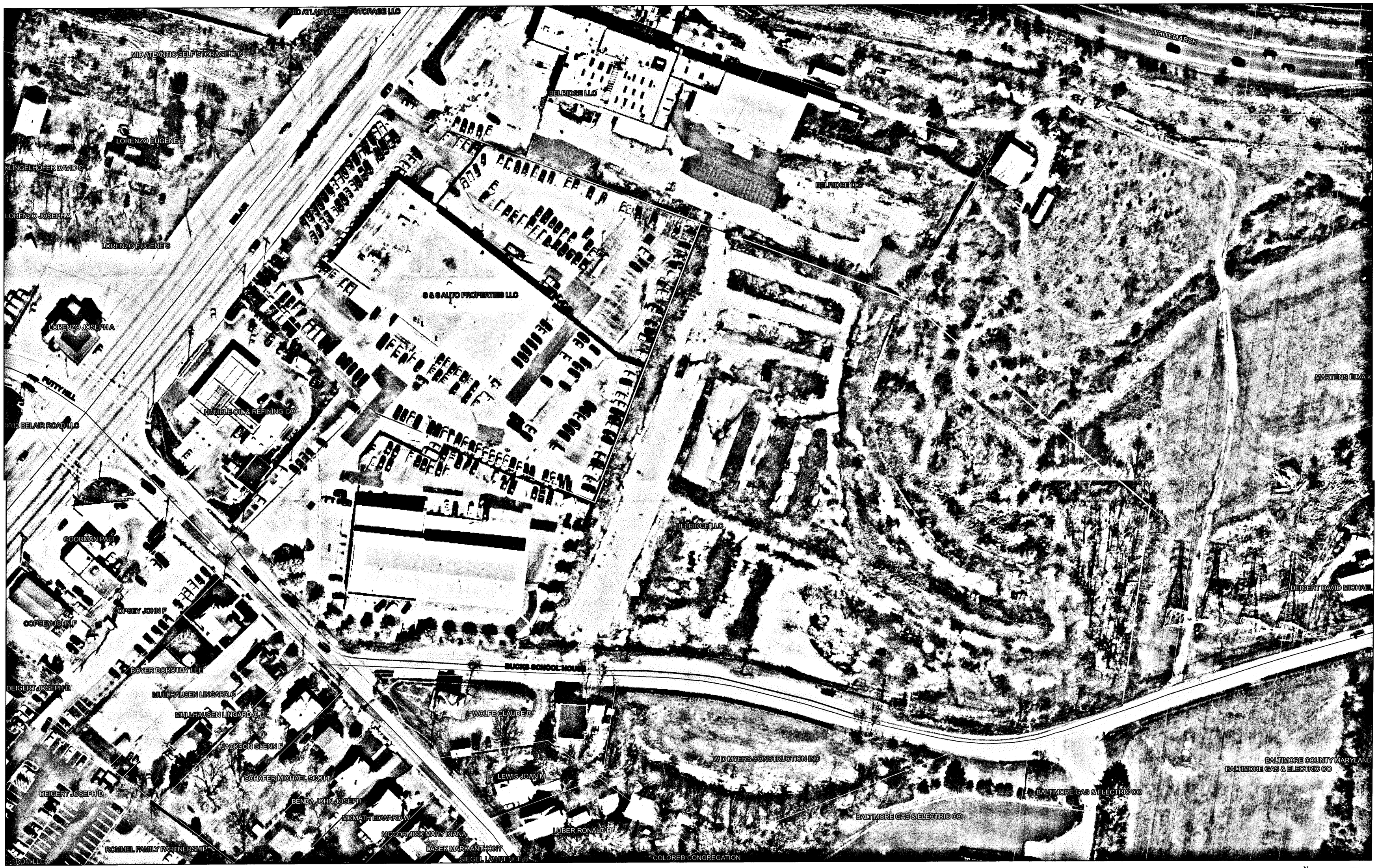
071A3	071B3	071C3	072A3	072B3
081A1	081B1	081C1	082A1	082B1
	081B2	081C2	082A2	082B2

Scale
1" = 200'
0 100 200 400 Feet

1

Data Sources:
Planametric Data - Baltimore County
OIT/GIS Services Unit
1:2400, from 1995/96 photography
Zoning - Baltimore County Office of Planning
1:2400, 2004

Pc #6



Produced by Baltimore County
GIS Services Unit
June 08, 2005

Date of Imagery: 2002

05-142-A

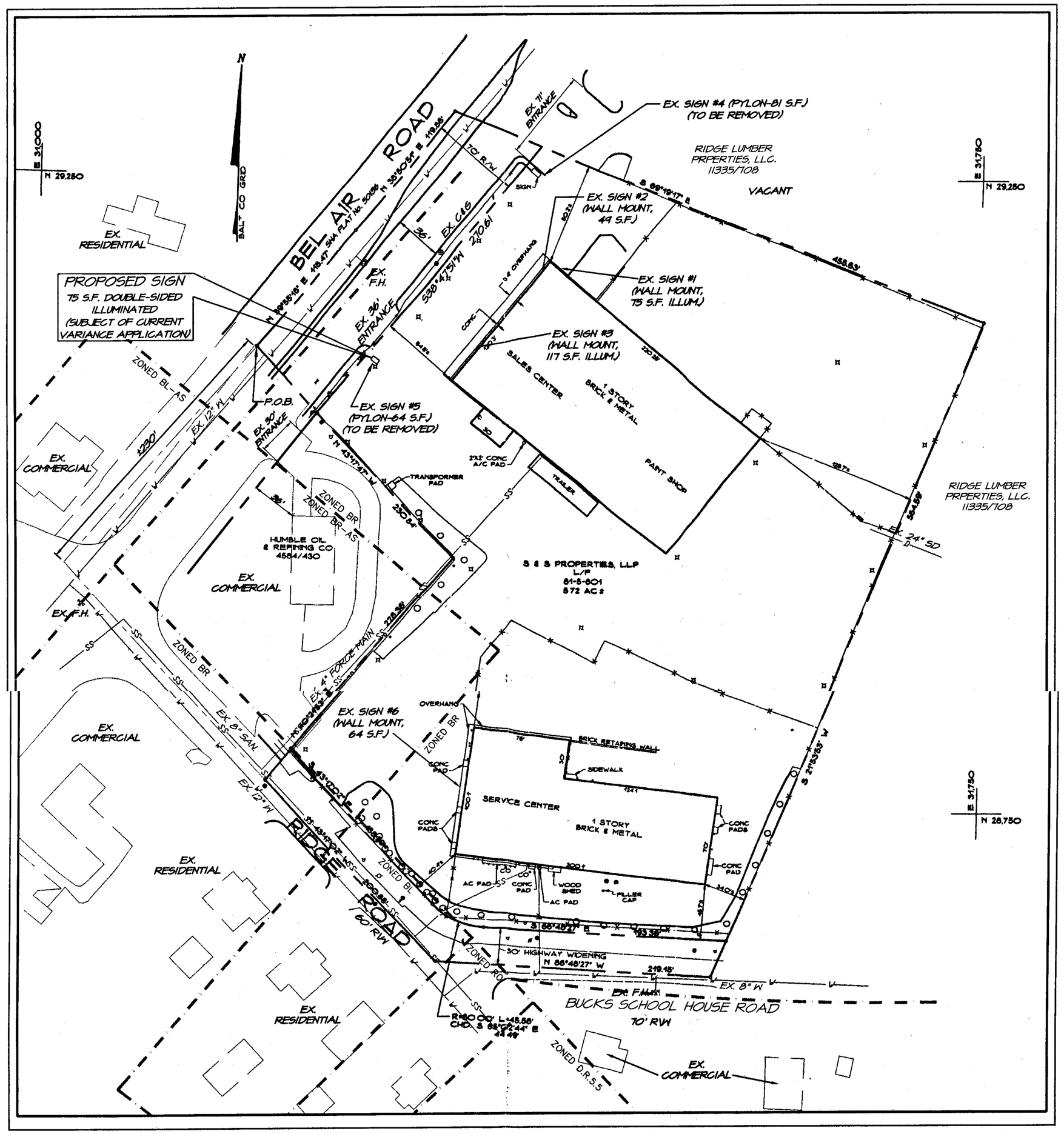
Legend

- S & S AUTO PROPERTIES LLC
- Property Line
- Street

0 50 100 200 300 400 Feet

1 inch equals 50 feet

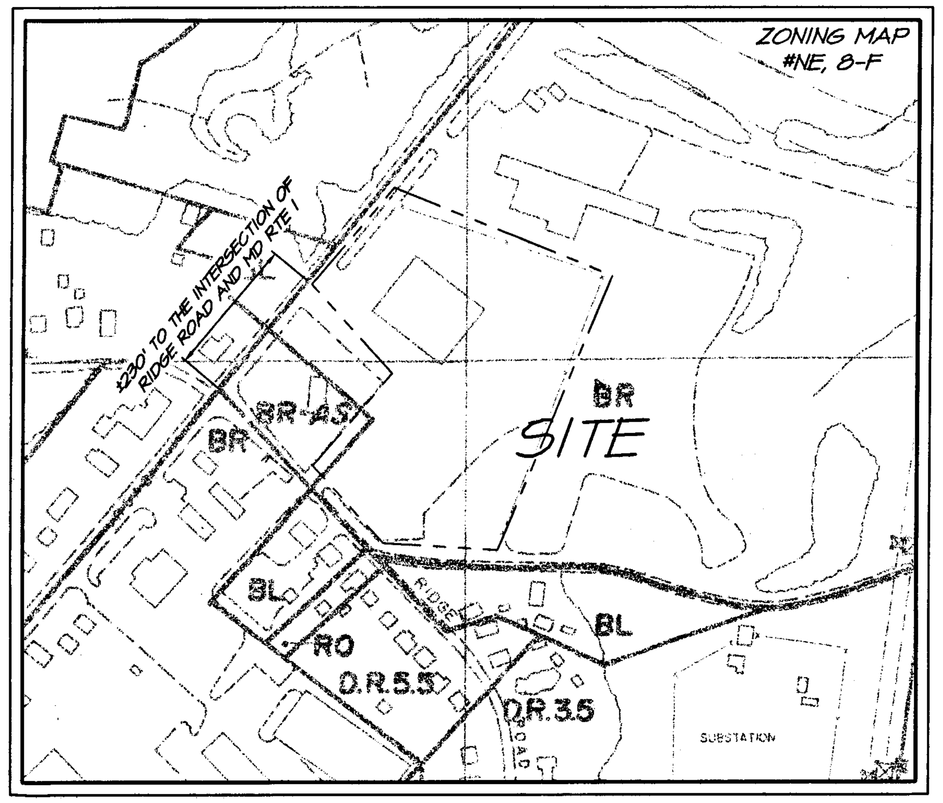
PC #2



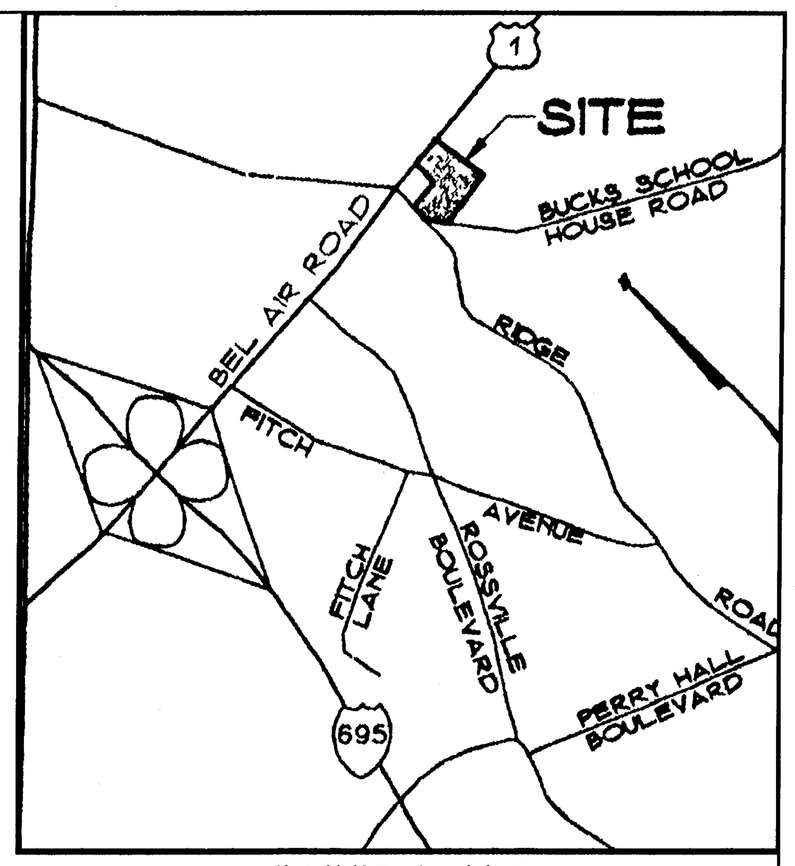
PLAN
SCALE: 1"=50'

SIGN SPECIFICATION CHART

SIGN No.	SIGN TYPE	SIGN HEIGHT	SQ. FOOTAGE	ILLUMINATED	SINGLE/DOUBLE	WALL DIMENSIONS
SIGN #1	WALL	5'	75	Y	S	7.75'
SIGN #2	WALL	3'	44	Y	S	7.75'
SIGN #3	WALL	5'	117	Y	S	7.75'
SIGN #4	PYLON	9'	81	Y	D	25' HIGH
SIGN #5	PYLON	8'	64	Y	D	23' HIGH
SIGN #6	WALL	4'	64	Y	S	6'



ZONING MAP
SCALE: 1"=200'



VICINITY MAP
SCALE: 1"=1000'

GENERAL NOTES:

1) OWNER: S&S AUTO PROPERTIES LLC
4212 RIDGE RD.
BALTIMORE, MD 21236-5725

2) SITE ADDRESS: 8115 BELAIR RD.
BALTIMORE, MD. 21236

3) ZONING: B.R.
4) ZONING MAP: # NE, 8F
5) DEED REFERENCE: 14544/175
6) NUMBER OF LOTS: 1
7) TAX MAP: 81 PARCEL: 801
8) AREA TABULATION:
TOTAL ENCLOSED AREA : 5.0913 AC.
9) FAR CALCULATIONS
(IN ACCORDANCE WITH APPROVED CRG PLAN)
SITE AREA:
NET=5.0913 AC.
GROSS=5.4981 AC.
(W/ BELAIR RD. @ 270.61 LF x 30'
RIDGE RD. @ 191.08 LF. x 30'
AND BUCKS SCHOOLHOUSE RD. @ 216.17 LF. x 30')
BLDG COVERAGE 43,800 S.F.
FLOOR AREA RATIO=43,800 / (5.4981 x 43560)=.18
FAR=.18<2.0

10) PARKING TABULATION:
(IN ACCORDANCE WITH THE APPROVED CRG PLAN)
A. EX. BLDG: NEW CAR SHOWROOM & SALES = 4320 S.F./200 = 21.6
OFFICES & PARTS: (F.F.) = 1200 S.F./300 = 4.0
SERVICE AREA & BODY SHOP = 12,480 S.F./300 = 41.6
OFFICE & ADMINISTRATION = 1,650 S.F./300 = 5.5
SERVICE & PARTS (F.F.) = 12,350 S.F./300 = 41.2
SERVICE & PARTS (2nd FLR.) = 3,400 S.F./300 = 11.2
B. PROPOSED ADDITION = 8,400 S.F./300 = 28.0
C. TOTAL PARKING REQUIRED 153.1 = 154 P.S.
D. TOTAL PARKING PROVIDED 346 (INCL. 8 H.C. SPACES)

11) PREVIOUS CRG APPROVALS
-CRG PLAN APPROVED - 5/20/88
-CRG REFINEMENT - 5/1/93
-PDM# XIV-266

12) PREVIOUS COMMERCIAL PERMITS FOR 8115 BELAIR RD.

146-87	ADDITION
1294-79	GRADING
1050-88	NEW BLDG.
424-80	FENCE
B547142	SIGN 36x196
B154654	BLDG.
B184438	SIGN
B229484	SIGN
B011041	BLDG.
B026266	SIGN
B037142	BLDG.
B044120	SPRINKLER
B056625	TENT
B143658	BLDG.
B145010	SPRINKLER

13) PREVIOUS ZONING HEARINGS- (NONE FOUND)
14) PROPERTY IS NOT IN THE 100 YR FLOOD PLAIN

CBA Part 4
ADP 4

STATE OF MARYLAND JEFFREY JAMES WILSON No. 17199 REGISTERED PROFESSIONAL ENGINEER
9/15/04

Consultant:
Wilson Deegan & Associates, Inc.
SURVEYORS * ENGINEERS
2509 Bel Air Road
Fallston, Maryland 21047
PHONE: (410) 893-3700

"PLAN TO ACCOMPANY SIGN VARIANCE APPLICATION"
S&S AUTO PROPERTIES LLC
BALTIMORE COUNTY, MARYLAND
14th ELECTION DISTRICT 6th COUNCILMANIC DISTRICT

DRAWN BY: S.J.D.	SCALE: AS SHOWN
DESIGNED BY: J.J.D.	DATE: 9/15/04
CHECKED BY: W.D.A.	SHEET 1 OF 1

\\Wdaserver\Company\ACAD\2004 JOBS\04138\dwg\04138_SITE.dwg, 9/15/2004 11:47:39 AM

Produced by Baltimore County
GIS Services Unit
July 01, 2005

Date of Imagery: 2002

Legend

- S & S AUTO PROPERTIES LLC
- TOPO
- Property Line

0 50 100 200 300 400 Feet

1 inch equals 50 feet

PE 45

S & S Auto
05-142-A

Verified
7-06/05

Peoples Counsel Exhibits

✓ Ex 1	Mazda Dealer Agreement from ZC Hearing
✓ Ex 2	Aerial Map
✓ Ex 3	ADC Map
✓ Ex 4	Yellow Page Ads
✓ PC 5	Topo Map
✓ PC 6	Z Map

CBA PC 1

mazda

MAZDA NORTH AMERICAN OPERATIONS

DEALER AGREEMENT

This is an agreement ("Agreement") between Mazda Motor of America, Inc., a California corporation, dba Mazda North American Operations ("**Mazda**") and **SCHAEFER & STROHMINGER, INC., dba SCHAEFER & STROHMINGER MAZDA** Dealer Code No. 50424 ("**Dealer**"), a Corporation.

PURPOSES AND OBJECTIVES

This Agreement states the manner, terms and conditions which define the relationship between Dealer and Mazda in fulfillment of their mutual objectives to promote, sell and service Mazda Products in the most effective manner, enhance the Mazda image, increase market acceptance of Mazda Products and satisfy Mazda customers. Together with Mazda's Policies and Procedures/Standards, the Agreement clearly defines the rights and responsibilities of both Dealer and Mazda, thus assisting them in contributing to the overall success of Mazda and its dealer body in the United States. Dealer and Mazda further recognize that such overall success depends on the mutual understanding and cooperation of both parties.

AGREEMENT

1. RIGHTS GRANTED TO THE DEALER.

Subject to the terms and conditions of this Agreement, Mazda grants to Dealer the non-exclusive right to:

A. Buy from Mazda, or from other Mazda Dealers, in the United States and resell the Mazda Products identified in the attached Mazda Product Addendum, which may be periodically revised by Mazda;

B. Identify itself as an authorized Mazda Dealer utilizing approved signage at the Authorized Location(s) identified in this Agreement; and

C. Use the Mazda Marks in the advertising, promotion, sale and servicing of Mazda Products in the manner provided in this Agreement.

Mazda reserves the unrestricted right to sell Mazda Products to, and to grant the privilege of using the Mazda Marks to, other dealers, entities or licensees, wherever they may be located.

PETITIONER'S EXHIBIT 4

mazda

10. EXECUTION OF AGREEMENT.

The parties agree that this Agreement shall be valid and binding (including the attached addenda) only if the Agreement is: (A) signed on behalf of Dealer, by a duly authorized representative of Dealer, and (B) signed on behalf of Mazda, by a Regional Manager of Mazda, and (C) approved and endorsed by the President, or a Vice President, of Mazda.

Dealer 50424

SCHAEFER & STROHMINGER, Inc.
Dba, SCHAEFER & STROHMINGER MAZDA

By: _____
Signature

Name: Louis Schaefer
Title: President

MAZDA MOTOR OF AMERICA, INC., a California corporation, dba MAZDA NORTH AMERICAN OPERATIONS

By: _____
Signature

Name: Thomas Del Franco
Title: Reg. General Manager

11. APPROVAL AND ENDORSEMENT OF AGREEMENT AND ADDENDA.

This Agreement shall be effective only upon the approval and endorsement of the President, or a Vice President, of Mazda.

APPROVED BY:

MAZDA MOTOR OF AMERICA, INC.
a California corporation, dba MAZDA NORTH AMERICAN OPERATIONS

By: _____
Signature

Name: John W. Mendel
Title: Executive Vice President and COO

17. DEALER FACILITIES AND IDENTIFICATION.

A. Facilities. In order for Mazda to establish an effective network of authorized Mazda Dealers, Dealer shall provide, and at all times maintain, attractive Dealer Facilities at the Authorized Location(s) which satisfy the image, size, layout, interior design, color, equipment, identification and other factors established by Mazda. Dealer shall meet the minimum facility Policies and Standards established by Mazda from time to time.

To assist Dealer in planning, building, remodeling and maintaining Dealer Facilities, upon Dealer's request Mazda shall:

(i) Provide to Dealer, or assist Dealer in identifying, sources from which Dealer may purchase architectural materials and furnishings which meet Mazda's standards and guidelines; and

(ii) Provide the services of Mazda representatives to counsel and advise Dealer from time to time in connection with Dealer's maintaining and equipping the Dealer Facilities.

B. Operation Hours by Dealer. Dealer agrees to keep all aspects of Dealer's Business open for business during all days and hours that are customary and lawful for such operations in the community or locality in which Dealer is located and in accordance with industry standards. The dealership shall not be considered open unless: (i) Dealer has for sale the appropriate number and mix of available Mazda Vehicles of the current models set forth in the Product Addendum; (ii) sales, service and parts operations are open to the public during Dealer's regular business hours; and (iii) an appropriate staff of dealership personnel are present to assist customers.

C. Authorized Signs. Subject to applicable governmental statutes, ordinances, rules and regulations, Dealer agrees to comply with Mazda's signage program and to display only standard authorized signs (from a Mazda approved vendor) in accordance with the Signs Addendum and which conform to Mazda's corporate identification program, guidelines and specifications as established by Mazda from time to time.

D. Use of Mazda Marks.

(i) ***Use by Dealer.*** Mazda grants to Dealer the non-exclusive privilege, during the term of this Agreement, of displaying or otherwise using Mazda Marks at the Authorized Location(s) in connection with the selling or servicing of Mazda Products. Dealer may use the Mazda Marks as specified by Mazda only at Authorized Location(s) and for the purposes specified in this Agreement. Dealer agrees that such Mazda Marks may be used as part of the assumed business name ("dba") under which Dealer's Business is conducted,

(e) Dealer fails to obtain, maintain and keep current and in full force and effect those essential licenses, permits or authorizations necessary for the conduct of Dealer's Business; or

(f) Dealer makes any attempted or actual sale, transfer or assignment of this Agreement, of any of Dealer's rights under this Agreement, or of the principal assets necessary for the performance of Dealer's responsibilities under this Agreement, whether by operation of law or otherwise, without the prior written approval of Mazda.

(ii) ***Termination for Failure to Cure.*** Any of the following conduct violates the terms and conditions of this Agreement, and if Dealer engages in such conduct and such conduct is not cured within a reasonable period of time, as stated by Mazda in writing, or such other notice period as may be required by law, Mazda shall have the right to terminate this Agreement immediately upon written notice to Dealer.

(a) Appointing a General Manager without Mazda's prior written approval;

(b) Failing to make any undisputed substantial payments to Mazda when due;

(c) Any undertaking by Dealer to conduct, directly or indirectly, any of the Dealership Business at a location or facility other than the Authorized Location(s) specified in the then-current Facilities Addendum;

(d) Failing to establish or maintain available and unencumbered during the term of this Agreement the required Flooring line or net working capital;

(e) Any dispute, disagreement or controversy between persons who constitute Dealer Party that, in the reasonable opinion of Mazda, adversely affects the ownership, operation, management, business, reputation or interests of Dealer or Mazda such that Dealership Operations can no longer be conducted in the normal course of business or there is danger that Dealer's property or business will be impaired or lost;

(f) Engaging in serious disreputable conduct resulting in a significant adverse effect either on Dealer's Business or on the reputation of Dealer, Mazda or Mazda Dealers generally;

(g) Impairment of the financial standing of Dealer or Dealer's parent company significantly below Mazda's guidelines subsequent to the execution of this Agreement;

(h) Refusing to permit Mazda to examine or audit Dealer's records, or to provide Mazda with such records, as provided in this Agreement;

(i) Failing to furnish in a timely manner to Mazda all required sales or financial information and related supporting information in the required format;

(j) Knowing submission by any Dealer Party to Mazda of any false or fraudulent: (i) report or statement; (ii) claim for payment, reimbursement or any other financial benefit; (iii) financial information; or (iv) sales reporting data; or

(k) Any Dealer Party: (i) willfully fails to comply with laws or final judicial orders relating to the essence of Dealer's Business; or (ii) is in material breach or willfully violates any term or provision of this Agreement. Provided, however, that if the subject Dealer Party owns a minority interest, or no interest, in Dealer, upon written notice from Mazda, Dealer shall have a reasonable period of time as set forth in such notice, to disassociate from the Dealer Party in question through means and in a manner acceptable to Mazda.

(iii) Termination for Failure of Performance. If Mazda concludes that Dealer has failed to perform adequately its facilities, location, sales, service, parts or customer satisfaction responsibilities, Mazda shall notify Dealer in writing of such failure(s). Mazda shall endeavor to review promptly with Dealer the nature and extent of such failure(s), and shall grant Dealer a reasonable opportunity, or such period as may be required by law, to correct such failure(s). If Dealer fails or refuses to correct all such failure(s) prior to the expiration of such notice period, Mazda may terminate this Agreement immediately or after such notice period as may be required by law. The provisions of this Section 22(B)(iii) shall not be applicable where Dealer has committed any act or omission giving rise to a notice of termination under any other section of this Agreement.

C. Manner of Notice of Termination. Any notice of termination must be in writing and must be delivered by overnight mail or certified mail, return receipt requested, or delivered in person as set forth below. Any notice by Mazda to Dealer shall be delivered to Dealer or its General Manager at Dealer's Authorized Location, or delivered in person to the dealership. In the event that the Dealer's Business is not open at its Authorized Location during normal business hours, or it is otherwise not reasonable to deliver such notice to Dealer at the Authorized Location, Mazda may cause such notice, or a copy thereof, to be delivered to the residential address last listed in Mazda's records for the majority or Controlling Owner of Dealer or Dealer's General Manager. Any notice by Dealer to Mazda must be delivered to Mazda at the regional office having responsibility for Dealer's Authorized Location. Notice of termination shall be effective as stated in the notice or as required under applicable law.

D. Further Transactions after Notice of Termination. Upon receipt of any notice of termination or non-renewal, Dealer and each Dealer Party agree to conduct themselves and Dealership Operations until the effective date of termination or non-renewal in a manner that will not injure

Mazda North American Operations

July 22, 2004

Mr. ~~Lewis~~ Lois M. Schaefer
S & S Mazda
8115 Bel Air Road
Baltimore, MD 21236

Dear Mr. Schaefer :

This letter is in regards to your Mazda dealership's 2004 Dealer Review Recommendations.

This past January 2004 your Mazda dealer agreement was renewed for a period of two years. Within this agreement recommendations addressing Care and Sales detailing deficiencies were outlined along with time tables for completion.

Please review the recommendations below with your management team to ensure you complete these recommendations by the agreed time table;

CARE:

- Dealer to improve Service CARE index to within 95% of Regional average.

Sales:

- Dealership's sales expectancy is 82.9%. Dealer to achieve and maintain sales expectancy to with 95% of Regional average.

Facilities / Identification:

- Dealer to remove non-approved Mazda signs and install new Mazda approved signage.

As always, if you have any questions, I can be reached at 732-868-2114.

Regards,

John Sweet
Manager, Market Representation

C: Dealer file P.Bonner M.Frazier
Attachments

North [illegible] Somerset NJ 08873 Telephone 732-764-3000 Facsimile 732-356-0111

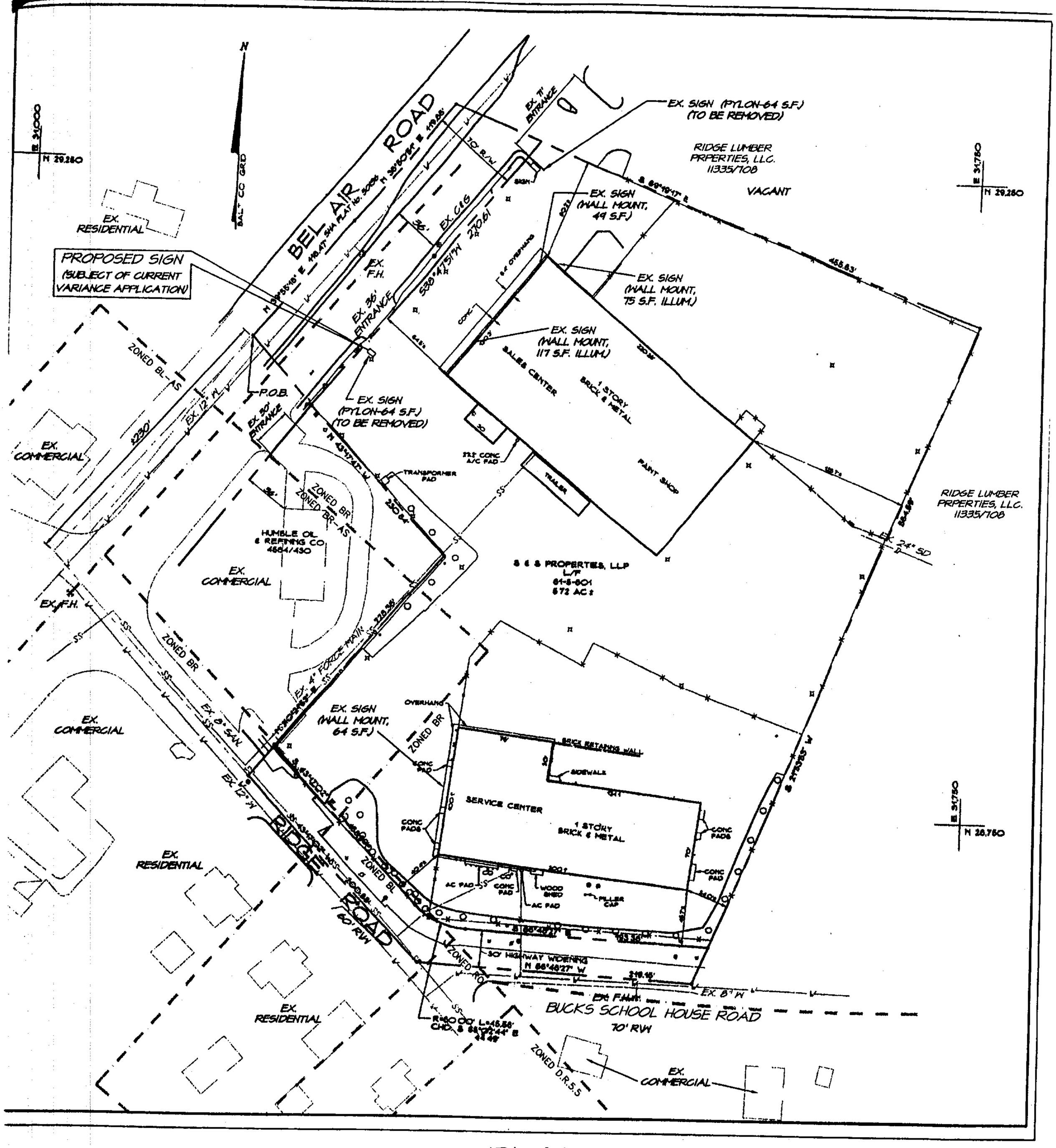
mazda

K. ADDITIONAL PROVISIONS ADDENDUM

Mazda has entered into this Agreement based on Dealer's commitment to take the following actions according to the timetable set forth below.

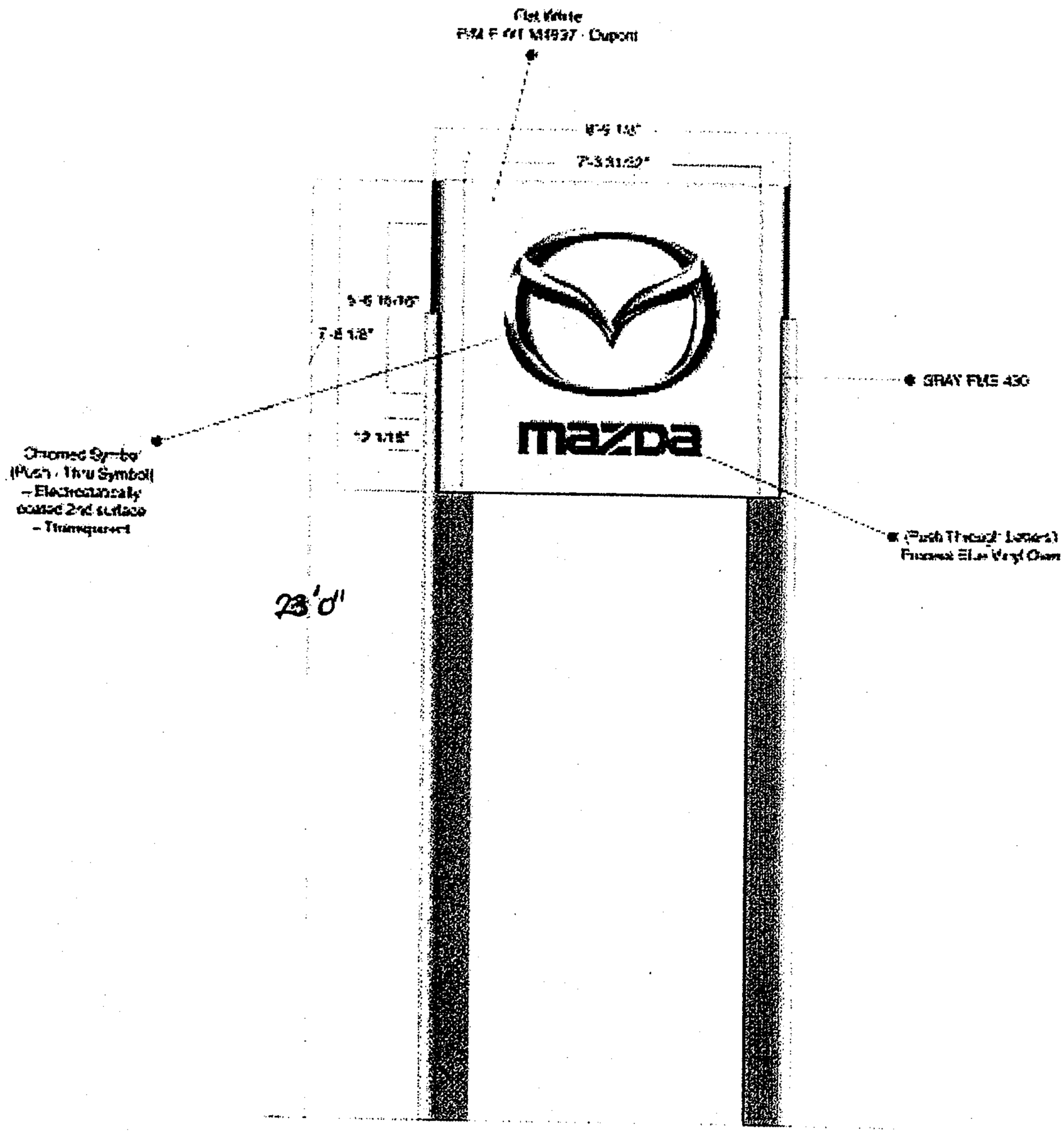
Category	No.	Recommendation	Time-Table
CARE	1	Dealer is currently ranked 146 out if 157 dealers In Service CARE Index performance. Dealer to Make necessary improvements to personnel, Policy and procedure in order to achieve and Maintain a CARE Index within 95% of Regional average.	2005-12-01
Facilities	1	Dealer to complete relocation to Bel Air Road As exclusive dealer	2004-03-01
Facility Identification	1	To meet Mazda's Identification program, dealer agrees to move non-approved Mazda signs and replace with approved Mazda signage.	2004-03-01
Sales	1	To improve dealership's sales expectancy within the dealership's SOA, dealer is currently ranked 150 out of 157. Dealer to make necessary changes to his sales operations in order to achieve and maintain Sales Expectancy within 95% of Regional average.	2005-12-01

Mazda _____ ***Dealer*** _____ ***Date*** _____



PLAN

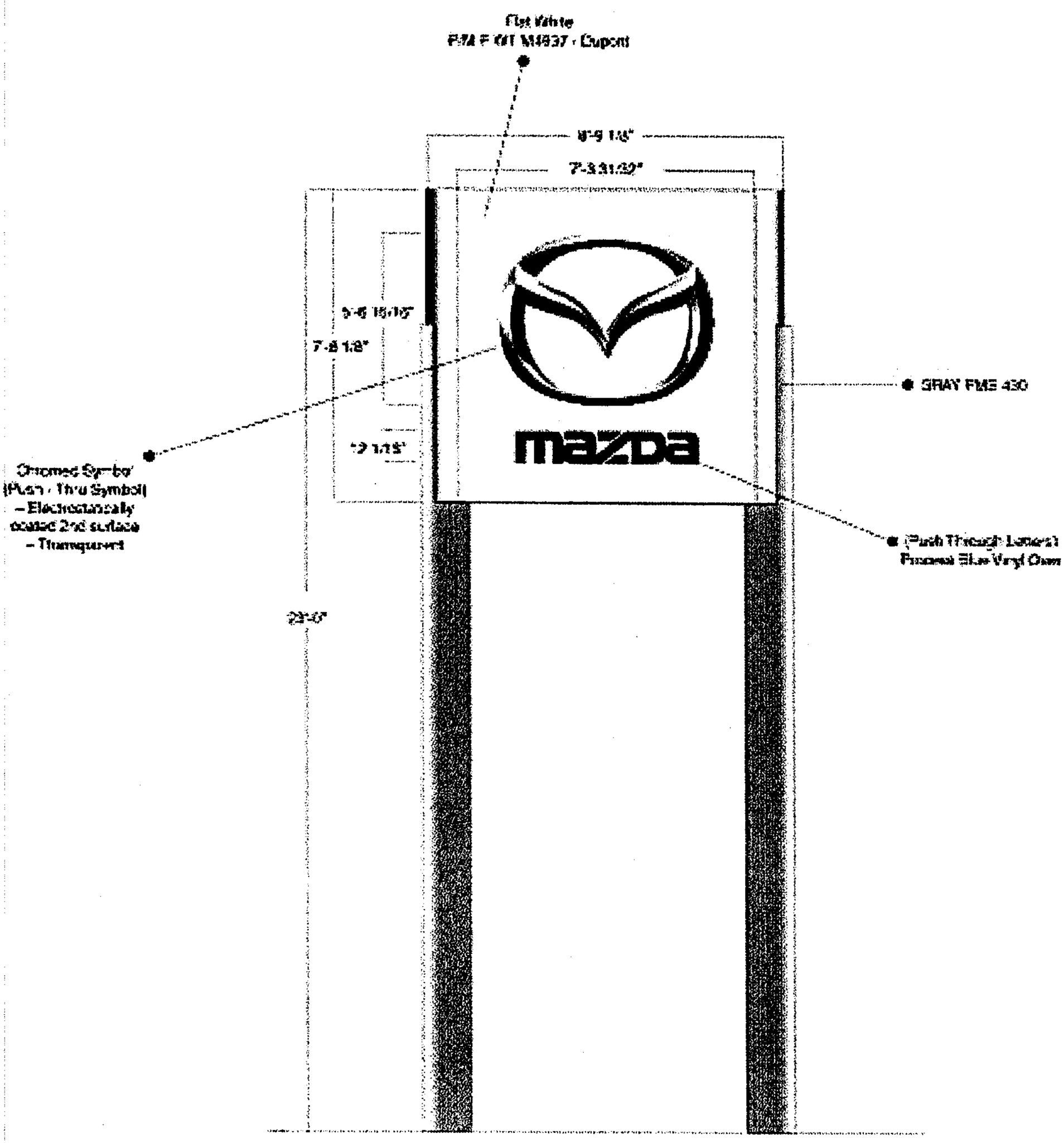
SCALE: 1"=50'



Account	Mazda	Drawn by	R KECK
Project Title	Maz P-55 Pylon @ 23'0AH	PL Rep.	NICHOLE LOY
Scale	1:32	Approved by	
Date	09 MAY 01	Date	

All ideas, plans or arrangements indicated in this drawing are copyrighted and owned by Plasti-Line, Inc. and shall not be reproduced, used by or disclosed to any person, firm or corporation for any purpose whatsoever without written permission of Plasti-Line, Inc.

Plasti-Line, Inc.
P.O. Box 49044
Kansville, TX 37344-9043
1-800-444-7446
www.plasti-line.com



Account	Mazda	Drawn by	R KECK
Project Title	Mac P-55 Pylon @ 23'OAH	PL Rep.	NICHOLE LOY
Scale	1:32	Approved by	
Date	09 MAY 01	Date	

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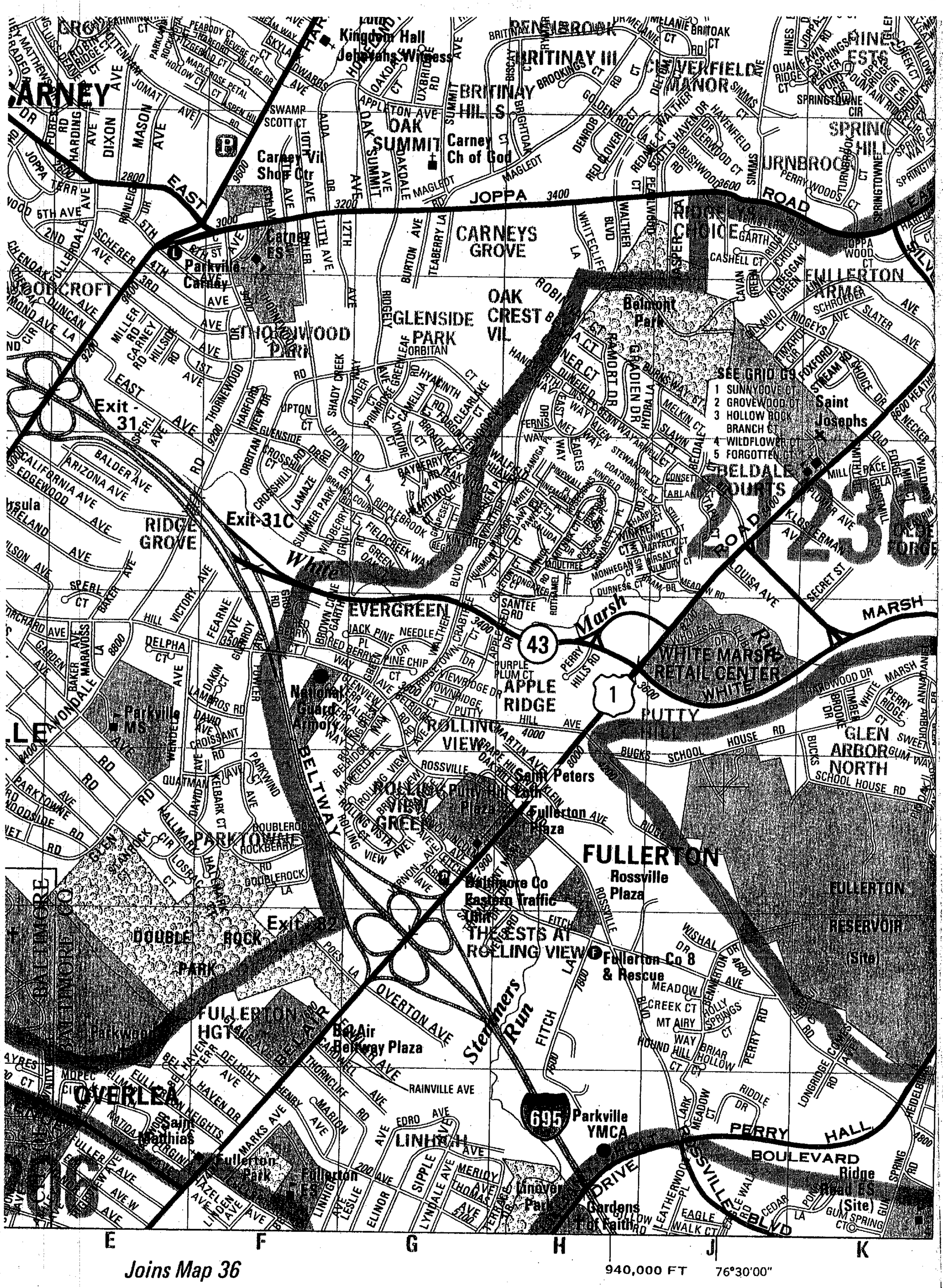
#142


Kingdom Hall Jehovahs Witness
BRITINAY HILLS
OAK SUMMIT
Carney Ch of God
Carney Vil Shop Ctr
Carney ES
Parkville-Carney
CARNEYS GROVE
OAK CREST VIL
GLENSIDE PARK
Belmont Park
Saint Josephs
SEE GRID G9
1 SUNNYCOVE CT
2 GROVEWOOD CT
3 HOLLOW ROCK BRANCH CT
4 WILDFLOWER CT
5 FORGOTTEN CT
Exit - 31
Exit-31C
Exit - 32
RIDGE GROVE
EVERGREEN
APPLE RIDGE
PUTTY HILL
WHITE MARSH RETAIL CENTER
ROLLING VIEW
Saint Peters
Putty Hill Plaza
Fullerton Plaza
FULLERTON
Rossville Plaza
Baltimore Co Eastern Traffic Unit
THE FESTS AT ROLLING VIEW
Fullerton Co 8 & Rescue
FULLERTON RESERVOIR (Site)
DOUBLE ROCK PARK
FULLERTON HGTS
Bel Air Beltway Plaza
OVERLEA
Saint Mathias
Fullerton Park
Fullerton ES
Parkville YMCA
Parkville MS
National Guard Armory
Linover Park
Gardens of Faith
Ridge Road ES (Site)
GLEN ARBOR NORTH
PARKTOWNE
BELDALE COURTS
EAST JOPPA ROAD
MARSH ROAD
PERRY HALL BOULEVARD
ROSSVILLE BLVD
BELTWAY
Stemmers Run
White Marsh
Joins Map 36
940,000 FT
76°30'00"

PC#3

PC4

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A

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410-228-5300

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Toyota • Mazda • Jeep
520 Dundalk Ave
Baltimore, MD 21224
410-633-2200

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Honda
1800 A Belair Rd
Fallston, MD 21047
410-893-0600

BEL AIR
Mitsubishi
1612 Belair Rd
Fallston, MD 21047
410-803-7000

WHITE MARSH
Dodge
10800 Philadelphia Rd
White Marsh, MD 21162
410-335-2301

BEL AIR
DODGE
1800 B Belair Rd
Fallston, MD 21047
410-893-6343

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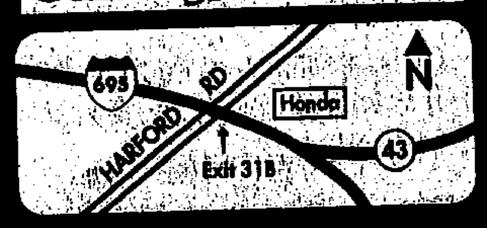
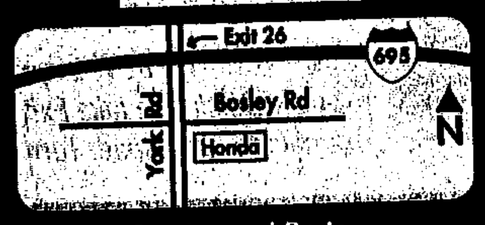


New and Used Car Sales Service and Parts

Towson



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CAR CENTEF Www.Don 124 North P

HERITAGE C www.mileo 9219 Harfo

JONES CHR www.jones 1510 Bel A

OURISMAN PLYMOU www.ouri 12430 Aul

DON WHIT JEEP Www.Do 10300 Yo

TATE CHR www.tat 7535 N F

RECYCLE

S & S Auto
05-142-A

Verified
7-06-05

Petitioner
Exhibits

142-A
CBA-05-[redacted]

[redacted] S&S Auto

Ex 1 Mazda Dealer Agreement

Ex 2A Sign

Ex 3 Desc. of Sign.

Ex 4 Plat of S&S

MAZDA NORTH AMERICAN OPERATIONS

DEALER AGREEMENT

This is an agreement ("Agreement") between Mazda Motor of America, Inc., a California corporation, dba Mazda North American Operations ("**Mazda**") and **SCHAEFER & STROHMINGER, INC., dba SCHAEFER & STROHMINGER MAZDA** Dealer Code No. 50424 ("**Dealer**"), a Corporation.

PURPOSES AND OBJECTIVES

This Agreement states the manner, terms and conditions which define the relationship between Dealer and Mazda in fulfillment of their mutual objectives to promote, sell and service Mazda Products in the most effective manner, enhance the Mazda image, increase market acceptance of Mazda Products and satisfy Mazda customers. Together with Mazda's Policies and Procedures/Standards, the Agreement clearly defines the rights and responsibilities of both Dealer and Mazda, thus assisting them in contributing to the overall success of Mazda and its dealer body in the United States. Dealer and Mazda further recognize that such overall success depends on the mutual understanding and cooperation of both parties.

AGREEMENT

1. RIGHTS GRANTED TO THE DEALER.

Subject to the terms and conditions of this Agreement, Mazda grants to Dealer the non-exclusive right to:

A. Buy from Mazda, or from other Mazda Dealers, in the United States and resell the Mazda Products identified in the attached Mazda Product Addendum, which may be periodically revised by Mazda;

B. Identify itself as an authorized Mazda Dealer utilizing approved signage at the Authorized Location(s) identified in this Agreement; and

C. Use the Mazda Marks in the advertising, promotion, sale and servicing of Mazda Products in the manner provided in this Agreement.

Mazda reserves the unrestricted right to sell Mazda Products to, and to grant the privilege of using the Mazda Marks to, other dealers, entities or licensees, wherever they may be located.

CBA Pet. Ex 1

2. RESPONSIBILITIES ACCEPTED BY THE DEALER.

Dealer accepts its appointment as an authorized Mazda Dealer and agrees to:

A. Promote, sell and service Mazda Products and serve Mazda customers according to the terms and conditions of this Agreement;

B. Establish and maintain Dealer Facilities at the Approved Location(s) as set forth in this Agreement; and

C. Abide by all other terms and conditions of this Agreement, and Mazda's Policies and Procedures/Standards.

3. TERM OF AGREEMENT.

A. Term. This Agreement is effective on January 1st, 2004, and shall continue for two (2) years. This Agreement shall expire on December 31st, 2005 ("**Expiration Date**"), unless terminated earlier by mutual agreement or as otherwise provided in this Agreement. This Agreement may not be continued beyond the Expiration Date, except by written consent of both parties. If the parties continue their business relationship after the Expiration Date, the business relationship shall be continued on a daily basis only, and all other terms of this Agreement shall apply to such relationship.

[Mazda _____ Dealer LMS Date _____]

B. Expiration. No later than ninety (90) days prior to the Expiration Date of this Agreement, Mazda shall notify Dealer in writing if Mazda does not then intend to offer Dealer a perpetual Mazda Dealer Agreement. The notice shall include the requirements, if any, with which Dealer must comply in order to qualify for a perpetual Mazda Dealer Agreement. The decision to offer a perpetual Mazda Dealer Agreement shall not be unreasonably withheld, and shall be made pursuant to the provisions of this Agreement and Mazda's Policies and Procedures.

4. DEALER ENTITY OWNERSHIP.

This Agreement is a personal services agreement, and has been entered into by Dealer and Mazda in reliance upon and in consideration of:

A. The personal qualifications, experience, reputation and commitment of the Owners listed below; and

mazda

10. EXECUTION OF AGREEMENT.

The parties agree that this Agreement shall be valid and binding (including the attached addenda) only if the Agreement is: (A) signed on behalf of Dealer, by a duly authorized representative of Dealer, and (B) signed on behalf of Mazda, by a Regional Manager of Mazda, and (C) approved and endorsed by the President, or a Vice President, of Mazda.

Dealer 50424

SCHAEFER & STROHMINGER, Inc.
Dba, SCHAEFER & STROHMINGER MAZDA

By: _____
Signature

Name: Louis Schaefer
Title: President

MAZDA MOTOR OF AMERICA, INC., a California corporation, dba MAZDA NORTH AMERICAN OPERATIONS

By: _____
Signature

Name: Thomas Del Franco
Title: Reg. General Manager

11. APPROVAL AND ENDORSEMENT OF AGREEMENT AND ADDENDA.

This Agreement shall be effective only upon the approval and endorsement of the President, or a Vice President, of Mazda.

APPROVED BY:

MAZDA MOTOR OF AMERICA, INC.
a California corporation, dba MAZDA NORTH AMERICAN OPERATIONS

By: _____
Signature

Name: John W. Mendel
Title: Executive Vice President and COO

E. SIGNS ADDENDUM

Dealer shall, at the Authorized Location(s) install, maintain in good working order, and promptly replace as needed the following items: all exterior signs, including, but not limited to, the Mazda Pole/Monument Brand Sign, Mazda Channel Logo Sign, and Service Signs.

mazda

K. ADDITIONAL PROVISIONS ADDENDUM

Mazda has entered into this Agreement based on Dealer's commitment to take the following actions according to the timetable set forth below.

Category	No	Recommendation	Time-Table
Care	1	Dealer is currently ranked 146 out of 157 dealers in Service CARE Index performance. Dealer to make necessary improvements to personnel, policy and procedure in order to achieve and maintain a CARE Index within 95% of Regional average.	2005-12-01
Facilities	1	Dealer to complete relocation to Bel Air Road as an exclusive dealer.	2004-03-01
Facility Identification	1	To meet Mazda's Identification Program, dealer agrees to remove non-approved Mazda signs and replace with approved Mazda signage.	2004-03-01
Sales	1	To improve dealership's sales expectancy within the dealership's SOA, Dealer is currently ranked 150 ut of 157. Dealer to make necessary changes to his sales operation in order to achieve and maintain Sales Expectancy within 95% of Regional average.	2005-12-01

Mazda_____ Dealer LMS Date_____

Dealership Code: 50424

Dealership Name: SCHAEFER & STROHMINGER MAZDA

Mazda North American Operations

Tom Del Franco
Regional General Manager

January 31, 2005

Mr. Lewis Schaefer
S & S Mazda
8115 Bel Air Road
Baltimore, MD 21236

Dear Mr. Schaefer :

This letter is in regards to your Mazda Sales and Service Agreement.

In January 2004 your Mazda dealer agreement was renewed for a period of two years. Within this agreement Mazda required that you remedy Facility, Care, and Signage deficiencies. Included with the detailed deficiencies were the time table for completion. If these deficiencies are not addressed to meet Mazda standards, your Sales and Service Agreement may not be renewed.

Please review the outstanding recommendations below with your management team to ensure you complete these recommendations as per the agreed time table;

CARE:

- Dealer to improve and maintain CARE index to within 95% of Regional average. Agreed completion date is 12/1/2005.

Sales:

- Dealer Sales Efficiency is 80.4%. Dealer to achieve and maintain Sales Efficiency to within 95% of Regional average. Agreed completion date is 12/1/2005.

Facilities / Identification:

- Dealer to retro-fit facility utilizing the Retail Revolution Design. Agreed completion date is 12/15/2005.
- Dealer to remove non-approved Mazda signs and install new Mazda approved signage. Agreed completion date was 3/1/2004.

Included as an attachment is the executed K Page from your Dealer Agreement. These recommendations need to be monitored each month to ensure that you meet the agreed time tables.

John Sweet can be contacted at 732-868-2114 should you have any question.

Regards,

Thomas Del Franco
Region General Manager

C: Dealer file J.Berwick M.Frazier ZM
Attachment

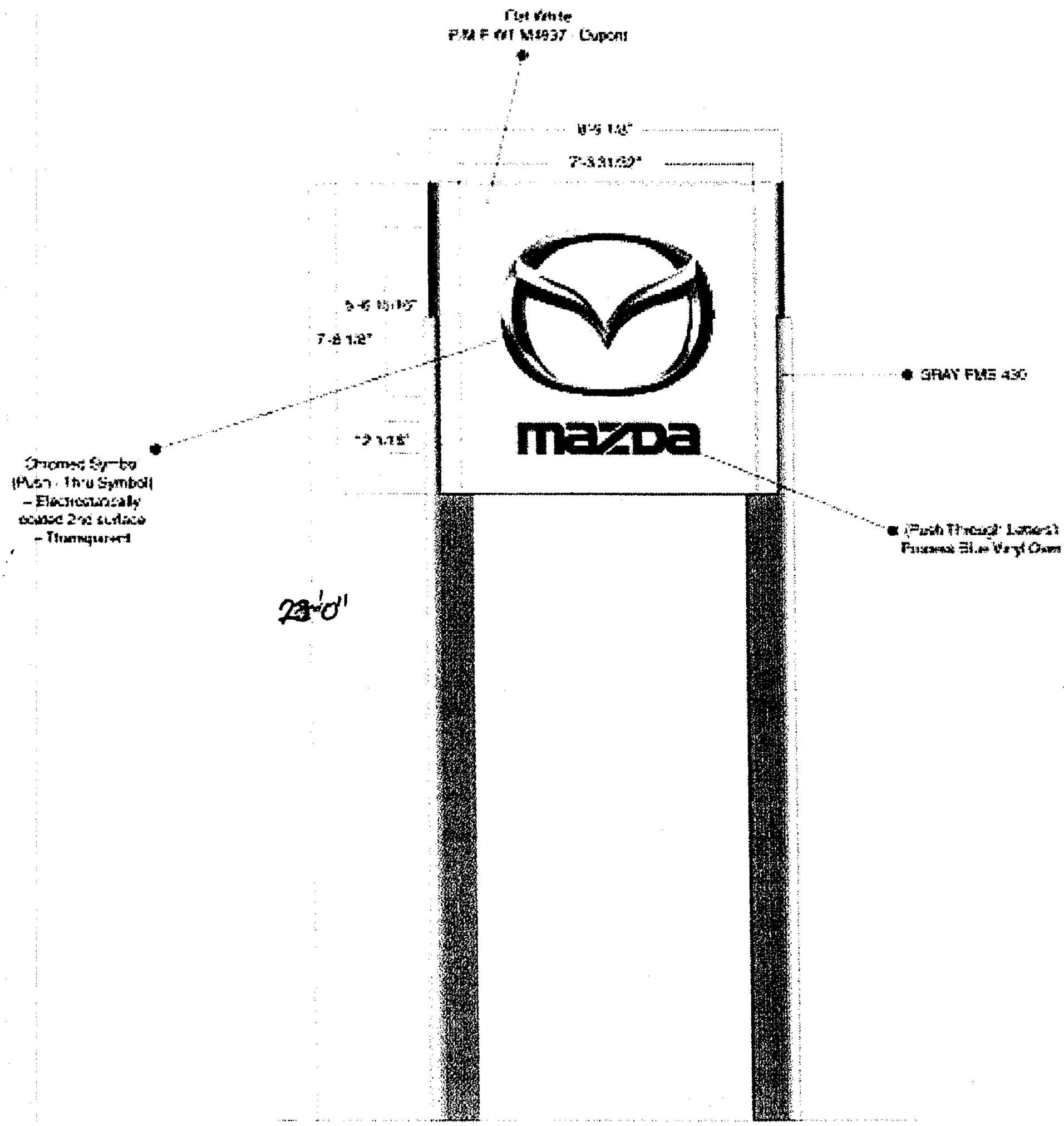
Northeast Region 200 Cottontail Lane Somerset, NJ 08873-1231 Telephone 732.868.2101 Facsimile 732.356.9071

K. ADDITIONAL PROVISIONS ADDENDUM

Mazda has entered into this Agreement based on Dealer's commitment to take the following actions according to the timetable set forth below.

Category	No.	Recommendation	Time Table
CARE	1	Dealer is currently ranked 78 out of 156 dealers in Service CARE Index Performance. Dealer is to make necessary improvements to personnel, policy and procedure in order to achieve and maintain a CARE Index within 95% of Regional Average.	2005-12-15
	2	Dealer is currently ranked 136 out of 156 dealers in Sales CARE Index Performance. Dealer to make necessary improvements to personnel, policy and procedure in order to achieve and maintain a CARE Index within 95% of Regional Average.	2005-12-15
Facilities	1	Dealer to retro-fit facility utilizing the Retail Revolution Design.	2005-12-15
Facility Identification	1	To meet Mazda's Identification program, dealer agrees to remove non-approved Mazda signs and replace with approved Mazda signage.	2005-06-15
Sales	1	Dealer is currently 80.4% sales efficiency. Dealer to make necessary changes to his Sale Operations in order to achieve and maintain Sales Expectancy within 95 % of Regional Average.	2005-12-15

Mazda _____ *Dealer* _____ *Date* _____



PETITIONER'S EXHIBIT 2

Account	Mazda	Drawn by	R KECK
Project Title	Maz P-55 Pylon @ 23'OAH	PL Rep.	NICHOLE LOY
Scale	1:32	Approved by	
Date	09 MAY 01	Date	

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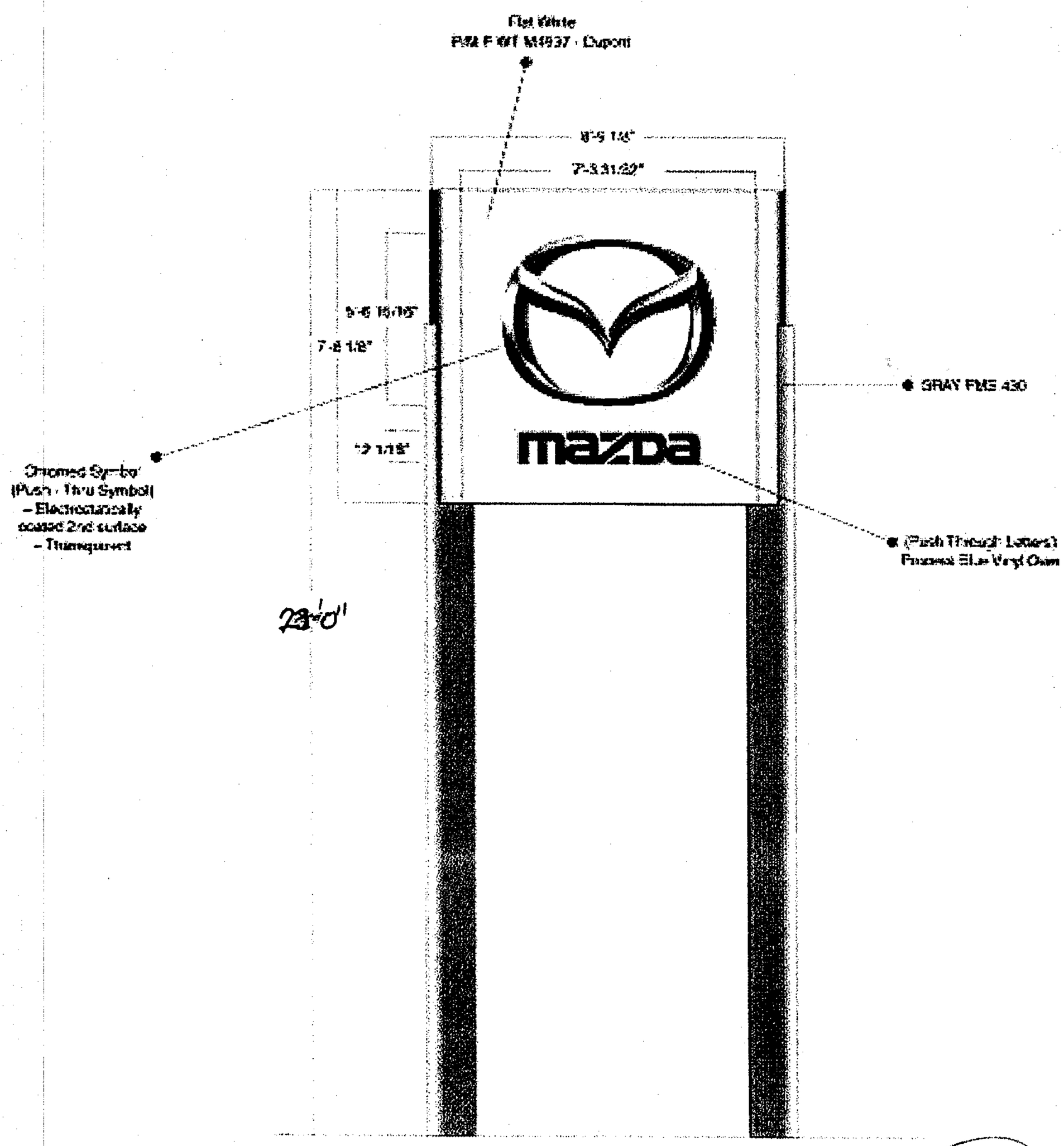

ADP 2

CBA
Pet 2

Account	Mazda	Drawn by	R KECK
Project Title	Maz P-55 Pylon @ 23'OAH	PL Rep.	MICHOLE LOY
Scale	1:32	Approved by	
Date	09 MAY 01	Date	

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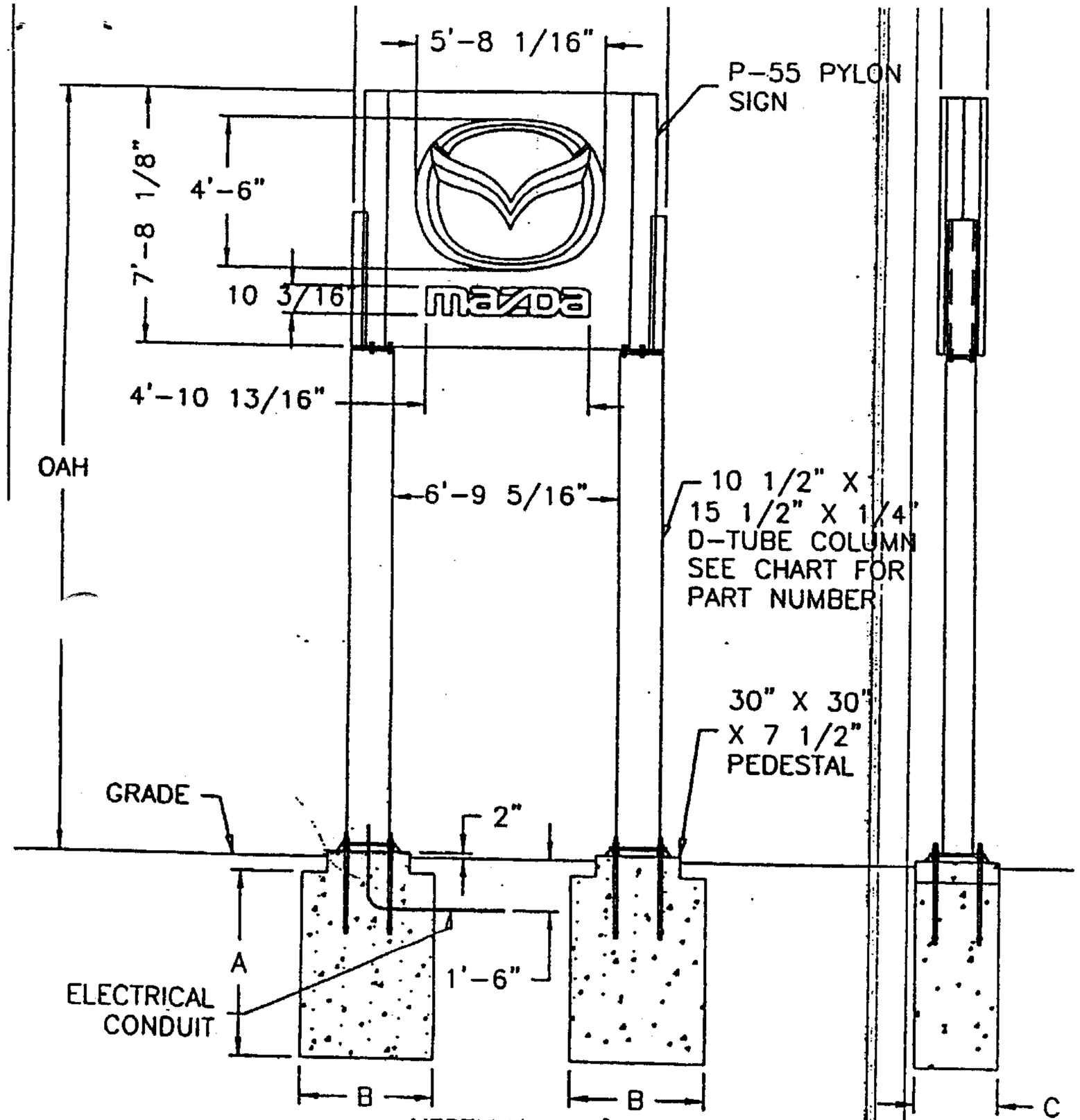

VERTICAL SLAB FOUNDATION

USE OR REUSE OF THIS DOCUMENT FOR OTHER LOCATIONS IS STRICTLY PROHIBITED WITHOUT APPROVAL OF ENGINEER.

SIGN: P-55 PYLON SIGN
HEIGHT: VARIES - SEE CHART BELOW
WINDLOAD: SEE CHART

1. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS AND DIMENSIONS.
2. CONCRETE SHALL BE READY MIXED AND DESIGNED TO DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI IN 28 DAYS.
3. REINFORCING BARS SHALL CONFORM TO ASTM A-615 GRADE 60 WITH DEFORMATIONS IN CONFORMING WITH ASTM A-305.
4. THE ENGINEER HAS NOT INSPECTED THE SITE. IT SHALL BE THE OWNER'S OR HIS AGENT'S RESPONSIBILTY.
5. SOIL CAPACITY:
   A. A LATERAL SOIL RESISTANCE OF 150 PSF/FT OF DEPTH HAS BEEN USED IN THE VERTICAL SLAB AND CAISSON FOUNDATION DESIGN.
   B. A MINIMUM SOIL CAPACITY OF 2200 PSF (VERTICAL) HAS BEEN USED IN THE BLOCK FOUNDATION DESIGN.
6. THESE DRAWINGS CONTAIN INSTALLS FOR VERTICAL SLAB, BLOCK & CAISSON FOUNDATIONS.

VERTICAL SLAB FOUNDATION SPECIFICATIONS

	OAH	WINDLOAD	A	B	C	COLUMN P/N	CONCRETE
A1	23'-0"	90 MPH	5'-6"	4'-0"	2'-6"	11-35-340-0345	2.2 YDS.
A2	28'-0"	90 MPH	5'-9"	4'-6"	2'-6"	11-35-340-0355	2.5 YDS.
C	38'-0"	90 MPH	7'-6"	5'-0"	2'-6"	11-35-340-0595	3.5 YDS.
B1	23'-0"	110 MPH	5'-9"	4'-6"	2'-6"	11-35-340-0345	2.5 YDS.
B1	28'-0"	110 MPH	6'-3"	5'-0"	2'-6"	11-35-340-0355	3.0 YDS.
C	38'-0"	110 MPH	7'-6"	5'-0"	2'-6"	11-35-340-0595	3.5 YDS.

P/N: 00-00-006-2672

REV	DATE	INIT	ECN	DESCRIPTION OF CHANGE
C	1-25-02	MLK	---	C- ADDED 90 MPH AND 110 MPH INSTALLS PER MAC PAC ID # 537034545
B	[illegible]-00	JHP	---	B1- ADDED 110 MPH INSTALLS PER MAC PAC ID # 537023835
A	10-27-99	WJS	7773	A1-PN WAS 11-35-340-0340 A2-PN WAS 11-35-340-0350
-	9-29-99	SJA	---	RELEASED TO PRODUCTION

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TOLERANCES: ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED .XX=±.03 .XXX=±.015 ANGLES=±1°

PLASTI-LINE, INC.
P.O. BOX 59043
KNOXVILLE, TN 37950-9043

DSGNR:	WJS	DWG.BY:	WJS	CH'K BY:	---
SCALE:	N/A	DATE:	9-24-99	DATE:	---

DESCRIPTION: P-55 INSTALLS

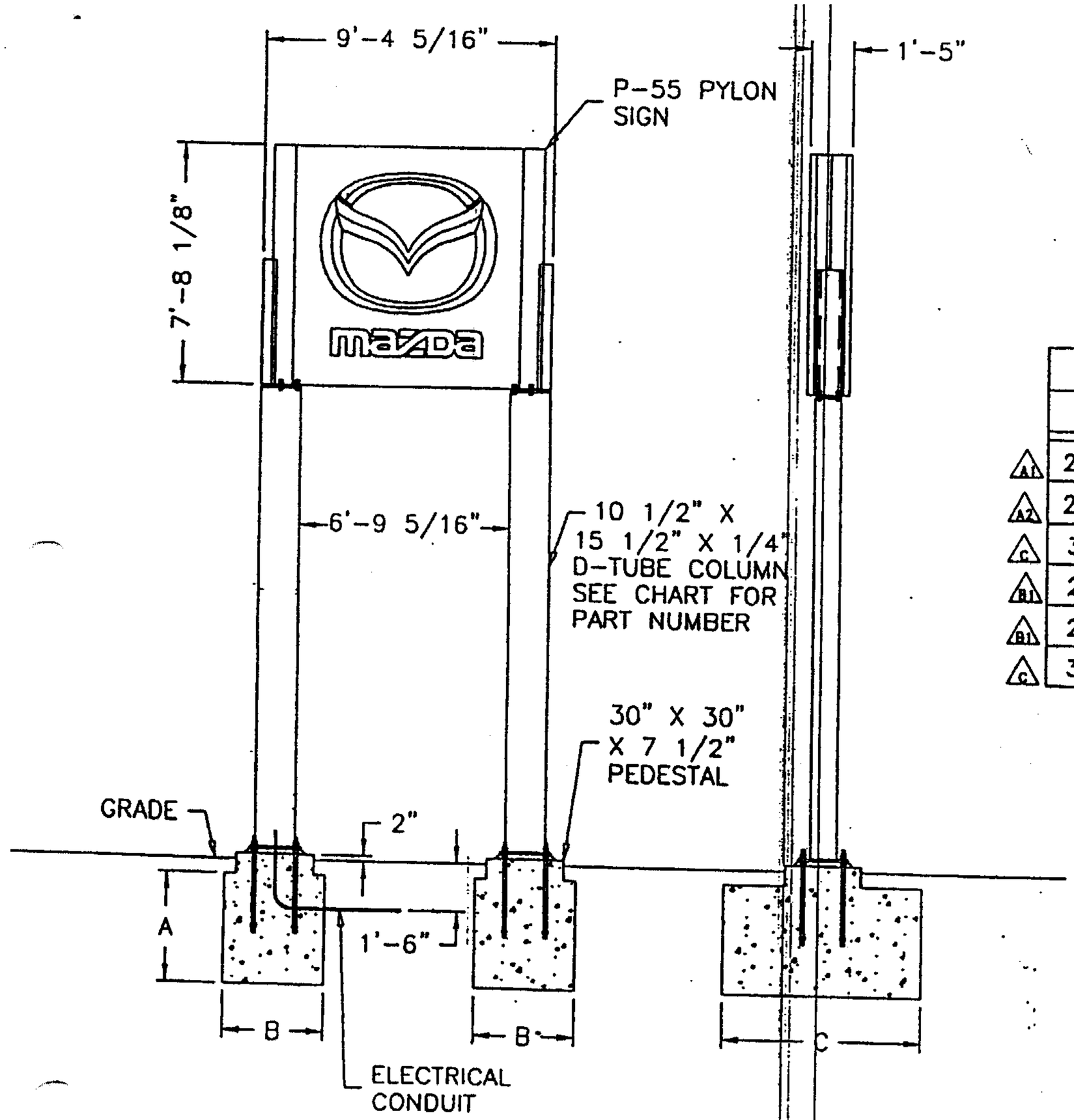
CUSTOMER: MAZDA

SHT 1 OF 4

DRAWING NUMBER: B22564

PETITIONER'S EXHIBIT 3

#114



BLOCK FOUNDATION

	BLOCK FOUNDATION SPECIFICATIONS						
	OAH	WINDLOAD	A	B	C	COLUMN P/N	CONCRETE
A1	23'-0"	90 MPH	3'-6"	3'-3"	6'-6"	11-35-340-0345	2.9 YDS.
A2	28'-0"	90 MPH	3'-6"	3'-9"	7'-0"	11-35-340-0355	3.5 YDS.
C	38'-0"	90 MPH	3'-6"	5'-0"	10'-6"	11-35-340-0595	7.0 YDS.
B1	23'-0"	110 MPH	3'-6"	3'-9"	7'-6"	11-35-340-0345	3.7 YDS.
B1	28'-0"	110 MPH	3'-6"	4'-3"	8'-3"	11-35-340-0355	4.7 YDS.
C	38'-0"	110 MPH	3'-6"	5'-0"	10'-6"	11-35-340-0595	7.0 YDS.

PLASTI-LINE, INC.
P.O. BOX 59043
KNOXVILLE, TN 37950-9043

DSGNR: WJS	DWG.BY: WJS	CH'K BY: ---
SCALE: N/A	DATE: 9-24-99	DATE: ---

DESCRIPTION: P-55 INSTALLS

CUSTOMER: MAZDA

SHT 2 OF 4

DRAWING NUMBER: B22564

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UNSPECIFIED RADII =.015 R

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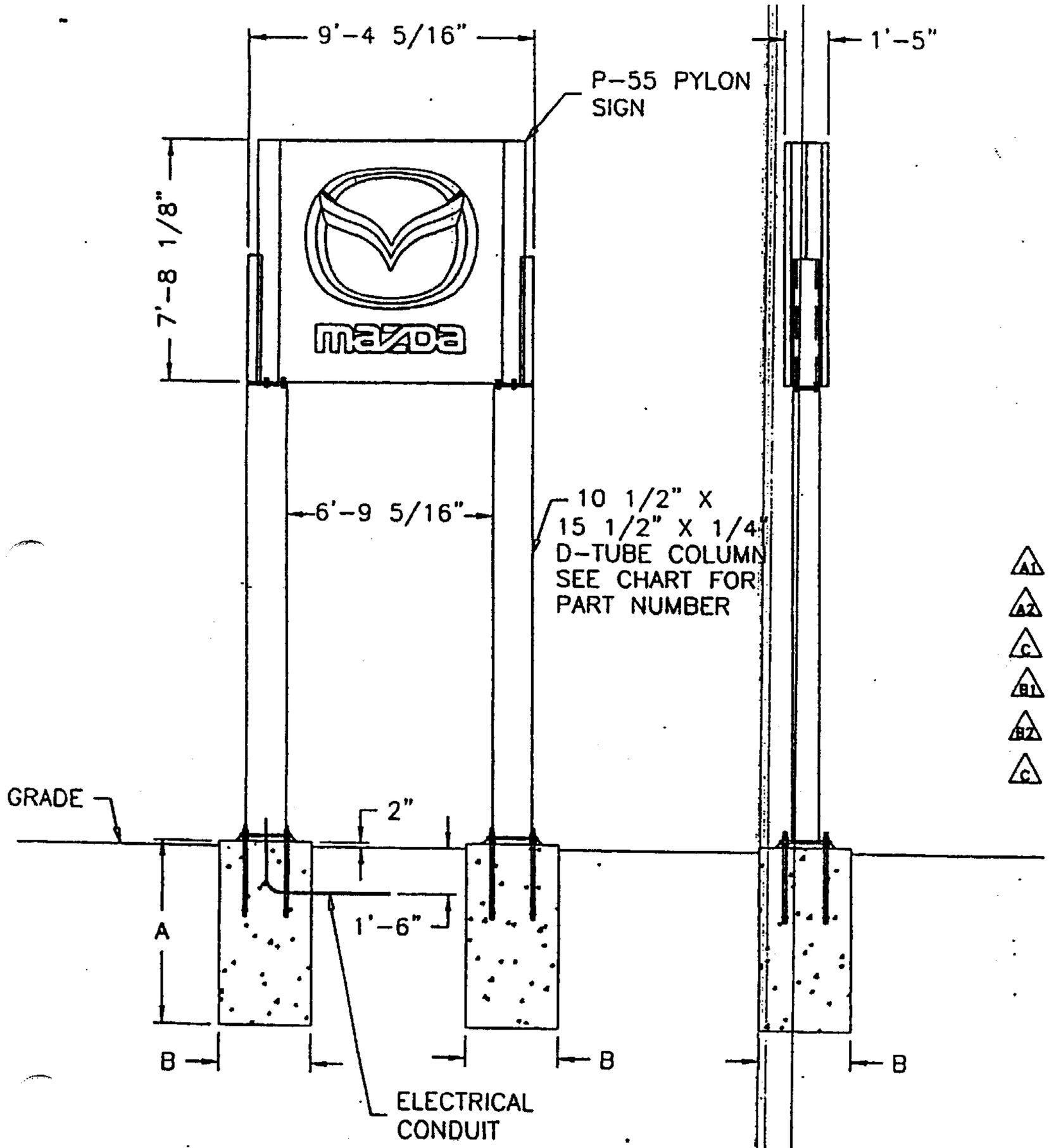

CAISSON FOUNDATION

	CAISSON FOUNDATION SPECIFICATIONS					
	OAH	WINDLOAD	A	B	COLUMN P/N	CONCRETE
A1	23'-0"	90 MPH	6'-0"	ø3'-0"	11-35-340-0345	1.6 YDS.
A2	28'-0"	90 MPH	6'-6"	ø3'-0"	11-35-340-0355	1.7 YDS.
C	38'-0"	90 MPH	9'-0"	ø3'-0"	11-35-340-0595	2.4 YDS.
B1	23'-0"	110 MPH	6'-9"	ø3'-0"	11-35-340-0345	1.8 YDS.
B2	28'-0"	110 MPH	7'-3"	ø3'-0"	11-35-340-0355	1.9 YDS.
C	38'-0"	110 MPH	9'-0"	ø3'-0"	11-35-340-0595	2.4 YDS.

PLASTI-LINE, INC.
P.O. BOX 59043
KNOXVILLE, TN 37950-9043

DSGNR: WJS	DWG.BY: WJS	CH'K BY: --
SCALE: N/A	DATE: 9-24-99	DATE: ---

DESCRIPTION: P-55 INSTALLS

CUSTOMER: MAZDA

SHT 3 OF 4 | DRAWING NUMBER: B22564

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UNSPECIFIED RADII =.015 R

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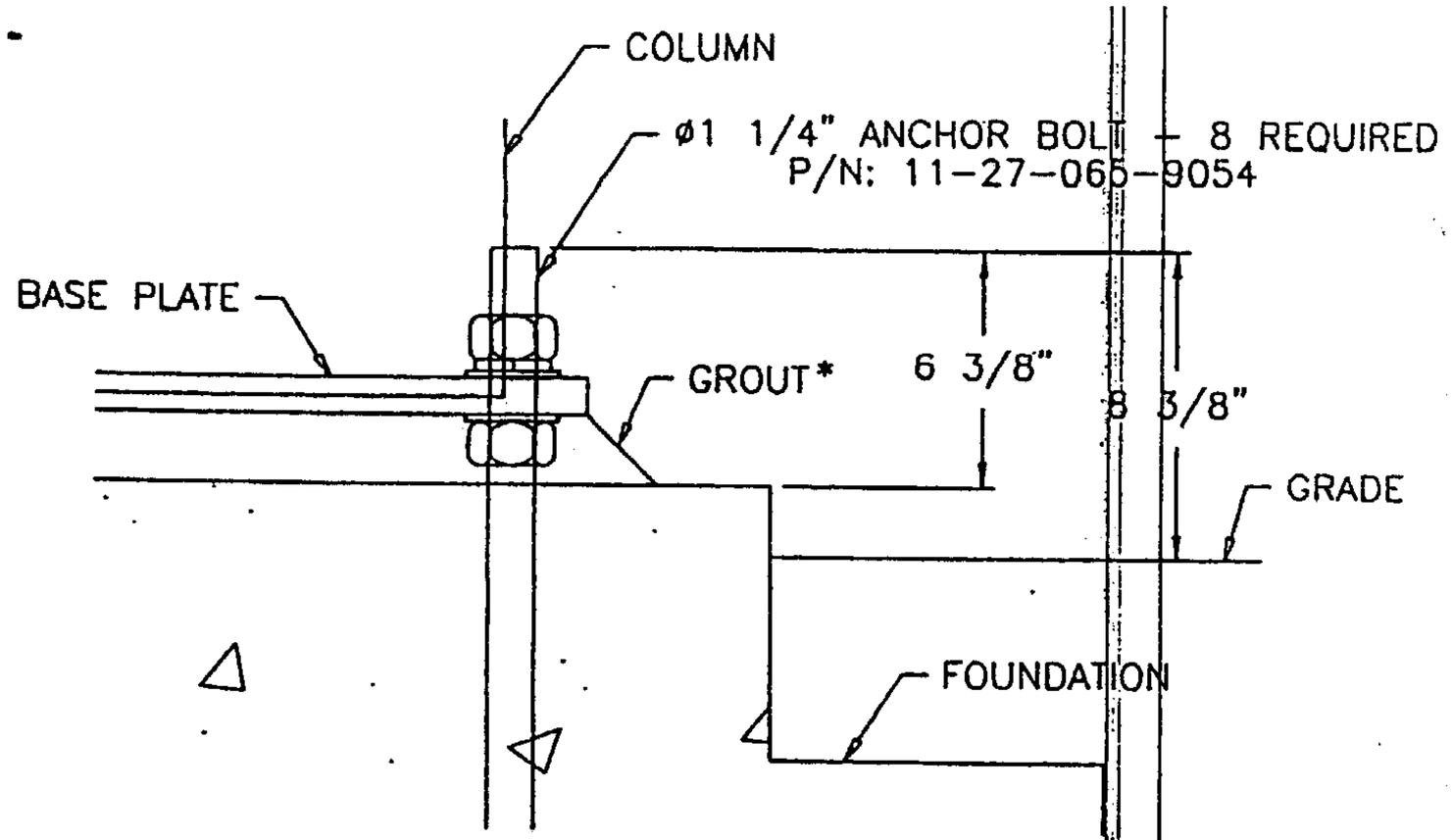
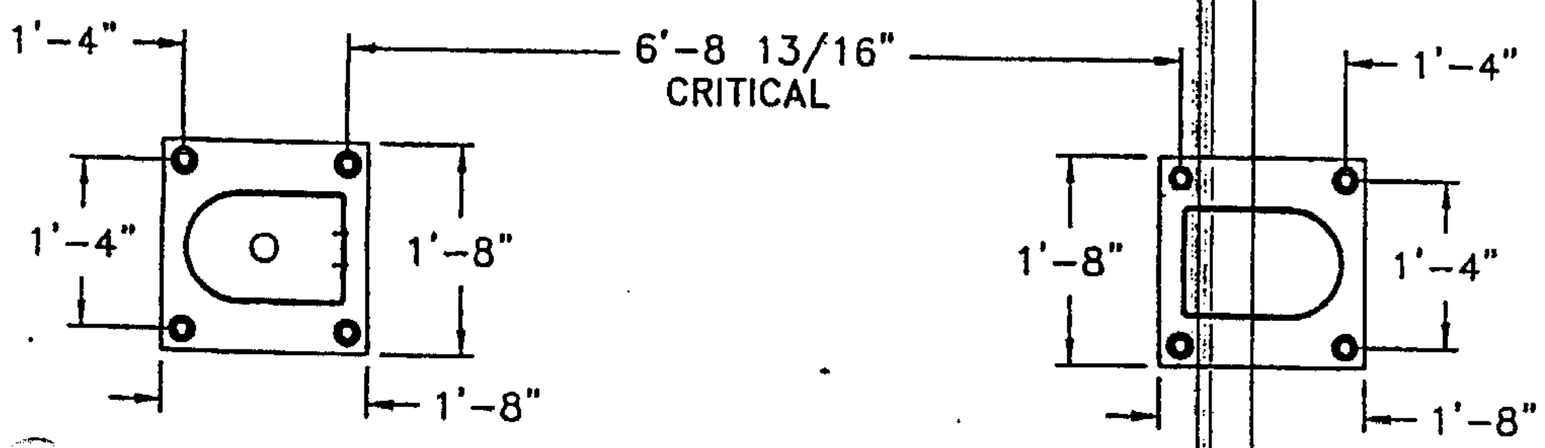


TYPICAL ANCHOR BOLT EMBEDMENT DETAIL



TYPICAL ANCHOR BOLT AND COLUMN LAYOUT

INSTALLATION INSTRUCTIONS

SEE "INSTALLATION FIELD MANUAL" #A15552 FOR FOUNDATION AND INSTALLATION STANDARDS.

1. INSPECT AND TEST LIGHT SIGN UPON DELIVERY. NOTIFY PLASTI-LINE IMMEDIATELY OF ANY PROBLEMS.
2. EXCAVATE FOR FOUNDATION AND ELECTRICAL CONDUIT.
3. PLACE ELECTRICAL CONDUIT, SET ANCHOR BOLTS AND POUR CONCRETE. ALLOW CONCRETE 7 DAYS TO CURE.
4. LIFT COLUMNS IN PLACE ONTO ANCHOR BOLTS AND SECURE COLUMNS TO FOUNDATION. MAKE SURE COLUMNS ARE LEVEL AND PLUMB.
5. LIFT SIGN INTO PLACE AND SECURE TO COLUMNS USING 1-8 X 3 1/2" MOUNTING BOLTS PROVIDED WITH COLUMNS.
6. MAKE ALL ELECTRICAL CONNECTIONS AND TEST LIGHT.
7. GROUT BENEATH COLUMNS AND TOUCH-UP COLUMNS WITH PAINT PROVIDE
8. CLEAN SITE OF ALL INSTALLATION DEBRIS.
9. INSTALLATION TO CONFORM TO N.E.C. AND ANY LOCAL CODE APPLICABLE.

*NOTE: GROUT TO BE NON-SHRINK, PRE-MIXED MASTER BUILDERS "EMBECO" GROUT OR APPROVED EQUAL.

SIGN SPECIFICATIONS - P/N: 11-35-340-0250

1. LAMPS: (8) F84T12/CW/HO
2. BALLASTS: (2) JEFFERSON 256-496
3. VOLTAGE: 120V
4. TOTAL CONNECTED LOAD: 7 AMPS
5. CIRCUITS: (1) 20 AMP
6. WEIGHT - CRATED: 1100 LBS.
   UNCRATED: 900 LBS.
7. SERVICE SIGN BY: (4) SERVICE DOORS - (2) TOP, (2) BOTTOM

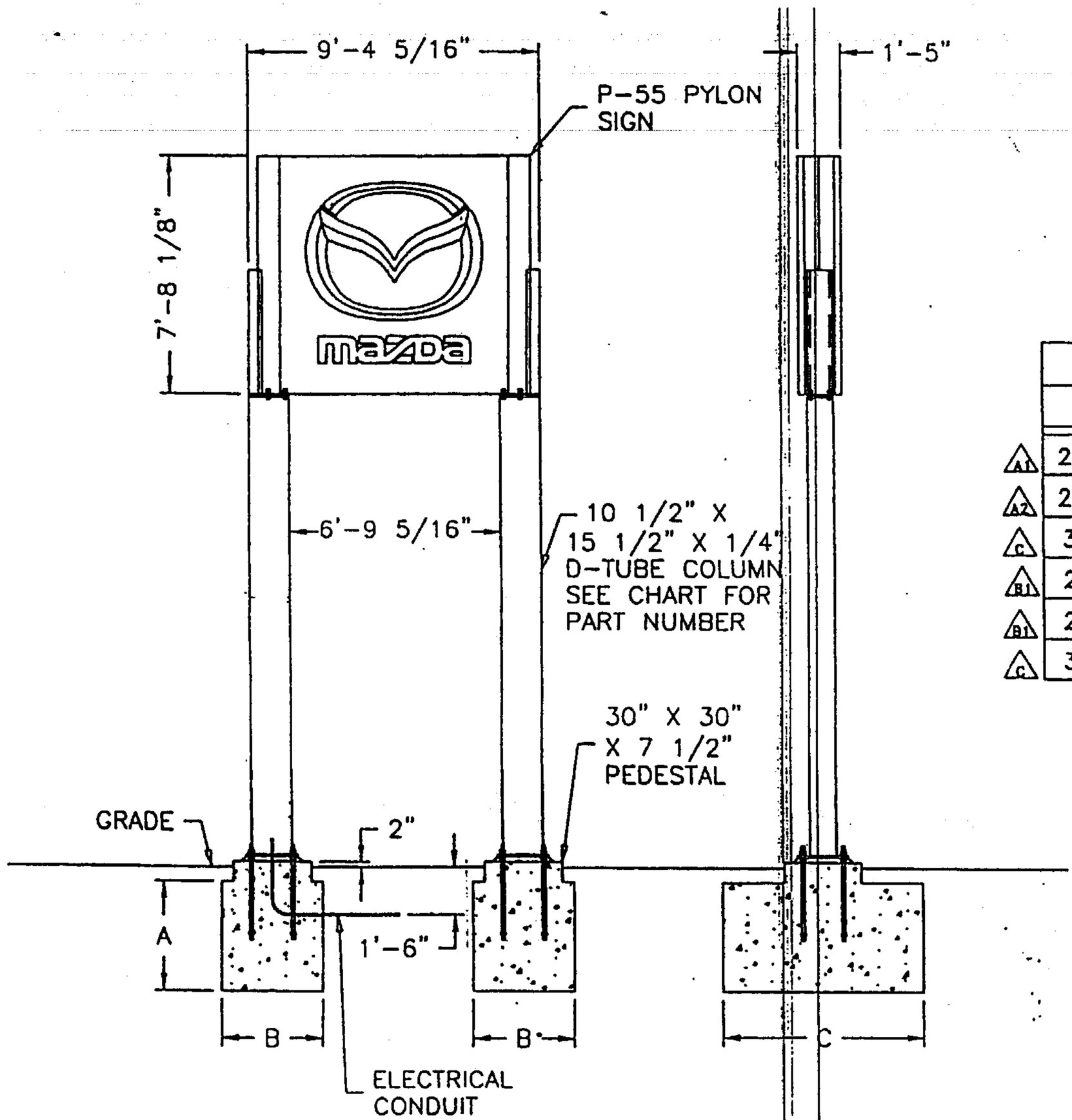
PLASTI-LINE, INC. P.O. BOX 59043 KNOXVILLE, TN 37950-9043		
DSGNR: WJS	DWG.BY: WJS	CH'K BY: --
SCALE: N/A	DATE: 9-24-99	DATE: ---
DESCRIPTION: P-55 INSTALLS		
CUSTOMER: MAZDA		
SHT 4 OF 4	DRAWING NUMBER: B22564	

PROPERTY OF PLASTI-LINE, INC.
NOT TO BE DUPLICATED.

UNSPECIFIED RADII =.015 R

TOLERANCES: ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED .XX=±.03 .XXX=±.015 ANGLES=±1°

#142



BLOCK FOUNDATION

	BLOCK FOUNDATION SPECIFICATIONS						
	OAH	WINDLOAD	A	B	C	COLUMN P/N	CONCRETE
A1	23'-0"	90 MPH	3'-6"	3'-3"	6'-6"	11-35-340-0345	2.9 YDS.
A2	28'-0"	90 MPH	3'-6"	3'-9"	7'-0"	11-35-340-0355	3.5 YDS.
C	38'-0"	90 MPH	3'-6"	5'-0"	10'-6"	11-35-340-0595	7.0 YDS.
B1	23'-0"	110 MPH	3'-6"	3'-9"	7'-6"	11-35-340-0345	3.7 YDS.
B1	28'-0"	110 MPH	3'-6"	4'-3"	8'-3"	11-35-340-0355	4.7 YDS.
C	38'-0"	110 MPH	3'-6"	5'-0"	10'-6"	11-35-340-0595	7.0 YDS.

PLASTI-LINE, INC.
P.O. BOX 59043
KNOXVILLE, TN 37950-9043

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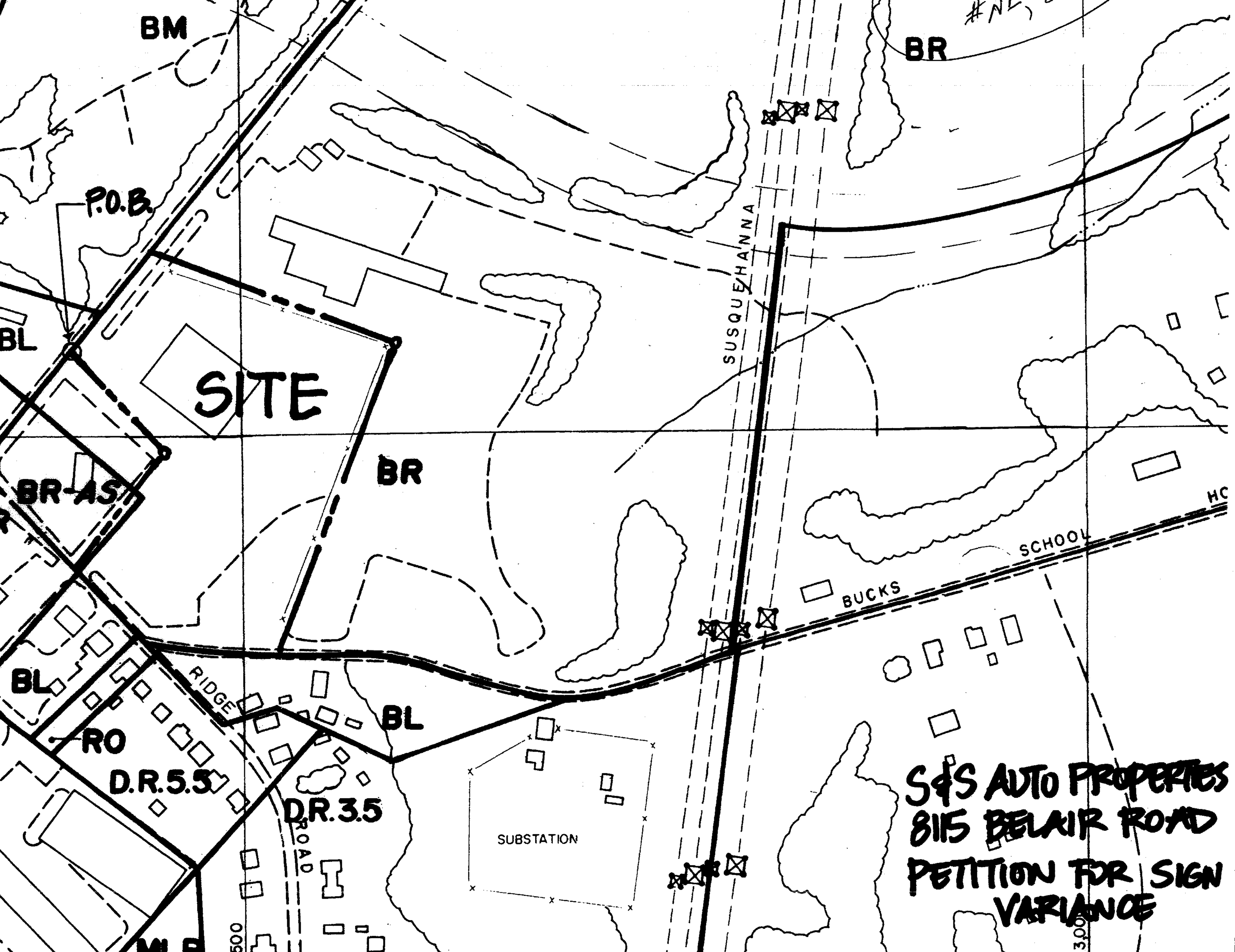
SHT 2 OF 4

DRAWING NUMBER: B22564

ADPB

CBA Pex W


BM
BR
P.O.B.
BL
SITE
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BR-AS
SUSQUEHANNA
SCHOOL
BUCKS
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RIDGE
RO
D.R.5.5
D.R.3.5
ROAD
BL
SUBSTATION
S&S AUTO PROPERTIES
8115 BELAIR ROAD
PETITION FOR SIGN
VARIANCE