

MEMORANDUM

DATE: May 7, 2018
TO: Zoning Review Office
FROM: Office of Administrative Hearings
RE: Case No. 2018-0206-A - Appeal Period Expired

The appeal period for the above-referenced case expired on May 4, 2018. There being no appeal filed, the subject file is ready for return to the Zoning Review Office and is placed in the 'pick up box.'

c: ✓ Case File
Office of Administrative Hearings

IN RE: PETITION FOR SPECIAL EXCEPTION	*	BEFORE THE
(8014 Philadelphia Road)		
14 th Election District	*	OFFICE OF
6 th Council District		
Days Woods Properties, LLC	*	ADMINISTRATIVE HEARINGS
<i>Legal Owner</i>		
Petitioner	*	FOR BALTIMORE COUNTY
	*	Case No. 2018-0206-X

* * * * *

OPINION AND ORDER

This matter comes before the Office of Administrative Hearings (OAH) for consideration of a Petition for Special Exception filed on behalf of Days Woods Properties, LLC, legal owner ("Petitioner"). The petition was filed pursuant to the Baltimore County Zoning Regulations ("BCZR") to use the property for a service garage.

Pete Altazas and professional surveyor Brian Dietz appeared in support of the petition. Douglas L. Burgess, Esq. represented the Petitioner. There were no protestants or interested citizens in attendance. A substantive Zoning Advisory Committee (ZAC) comment was received from the Department of Planning (DOP).

The subject property is approximately 31,112 sq. ft. in size and is split-zoned BL-AS and DR 5.5. The property is located in the Rosedale area and is bisected by the Red House Run tributary. Beginning in or about 1958 a Shell gasoline station was operated at this site pursuant to a special exception granted in 1957. Exhibit 10. More recently, the gasoline dispensers were removed and for many years an automobile repair business has operated at the site. The owner discovered through conversations with the Baltimore County Office of Zoning Review a special exception for a service garage was required to continue lawfully operating the business at this location. The service garage will be operated entirely within the BL-AS zoned portion of the

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Date 4/4/18

By sen

property, and the site plan was amended along with the metes and bounds zoning description to clarify this point.

Special Exception

Under Maryland law, a special exception use enjoys a presumption that it is in the interest of the general welfare, and therefore, valid. *Schultz v. Pritts*, 291 Md. 1 (1981). The *Schultz* standard was revisited in *Attar v. DMS Tollgate, LLC*, 451 Md. 272 (2017), where the court of appeals discussed the nature of the evidentiary presumption in special exception cases. The court again emphasized a special exception is properly denied only when there are facts and circumstances showing that the adverse impacts of the use at the particular location in question would be above and beyond those inherently associated with the special exception use. Mr. Dietz opined Petitioner satisfied all requirements set forth in B.C.Z.R. §502.1 and the case law interpreting that provision. In the absence of any evidence to the contrary the petition will be granted.

The DOP ZAC comment was discussed at the hearing, and counsel noted Petitioner would comply with the conditions set forth therein. The DOP indicated there was “unconventional signage” at the property, including the shell of a Corvette automobile on the roof of the premises. Mr. Altazas testified the Corvette has been located on the roof since at least 1979, at which time the business was known as the “Corvette Performance Center.” See Exhibit 11. The business is no longer known as the Corvette Performance Center, although Mr. Altazas noted the sign is well-known and recognizable in the area; an iconic landmark of sorts.

In any event, it is unclear whether or not this display should be characterized as a “sign” under the BCZR. The Regulations define “sign” as follows:

Any structure or other object, or part thereof, which displays any word, illustration, decoration or other symbolic representation which:

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Date 4/4/18
By Sen

A. Is used or intended to inform, advertise or otherwise attract attention or convey a message regarding an activity, condition or commercial or noncommercial organization, person, place or thing.

B. Has a "face" that is "visible" from a "highway" as each of these terms is defined in this section.
BCZR §450.3.

This is an exceedingly broad definition, and it would appear to apply to the Corvette in this case, especially given its association with the service garage (i.e., commercial enterprise) operated at this location. Though I was unable to locate any Maryland case law, several courts throughout the country have grappled with similar issues, including whether strobe-lights, murals or other architectural features located at or on commercial properties constituted a sign under the governing regulations. The courts in these cases reached divergent results, and it would be hard to glean any black-letter legal principles from those cases. Counsel notes the BCZR contains a unique provision concerning nonconforming signs with significant "historical, traditional, cultural or aesthetic value." BCZR §450.8. That regulation authorizes the Director of the DOP, upon application by the owner, to allow a nonconforming sign with significant value (as enumerated above) to remain. As such, a condition will be included below allowing the owner to seek such an exemption in this case.

THEREFORE, IT IS ORDERED this 4th day of **April, 2018**, by this Administrative Law Judge, that the Petition for Special Exception to use the property for a service garage, be and is hereby GRANTED.

The relief granted herein shall be subject to the following:

1. Petitioner may apply for necessary permits and/or licenses upon receipt of this Order. However, Petitioner is hereby made aware that proceeding at this time is at its own risk until 30 days from the date hereof, during which time an appeal can be filed by any party. If for whatever reason this Order is reversed, Petitioner would be required to return the subject property to its original condition

ORDER RECEIVED FOR FILING

Date

4/4/18

By

sen

2. Subject to Condition No. 3 below, Petitioner must comply with the ZAC comment submitted by the DOP, a copy of which is attached hereto.
3. Petitioner shall have 90 days from the date hereof in which to make application to the Director of the DOP for an exemption for the Corvette "sign" discussed hereinabove. The sign shall be permitted to remain during the pendency of that application and any appeal therefrom.

Any appeal of this decision must be made within thirty (30) days of the date of this Order.



JOHN E. BEVERUNGEN
Administrative Law Judge
for Baltimore County

JEB/sln

ORDER RECEIVED FOR FILING

Date 4/14/18

By sen

Flood



PETITION FOR ZONING HEARING(S)

To be filed with the Department of Permits, Approvals and Inspections

To the Office of Administrative Law of Baltimore County for the property located at:

Address 8014 Philadelphia Road

which is presently zoned BL-AS

Deed References: 19617/360

10 Digit Tax Account # 1404036475

Property Owner(s) Printed Name(s) Days Woods Properties, LLC

(SELECT THE HEARING(S) BY MARKING X AT THE APPROPRIATE SELECTION AND PRINT OR TYPE THE PETITION REQUEST)

The undersigned legal owner(s) of the property situate in Baltimore County and which is described in the description and plan attached hereto and made a part hereof, hereby petition for:

1. a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

2. X a Special Exception under the Zoning Regulations of Baltimore County to use the herein described property for
Service Garage.

3. a Variance from Section(s)

of the zoning regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons:
(Indicate below your hardship or practical difficulty or indicate below "TO BE PRESENTED AT HEARING". If you need additional space, you may add an attachment to this petition)

TO BE PRESENTED AT HEARING

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

I, or we, agree to pay expenses of above petition(s), 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.

Legal Owner(s) Affirmation: I / we do so 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 / these Petition(s).

Contract Purchaser/Lessee:

Name- Type or Print

Signature

Mailing Address

Date

City

State

Zip Code

Telephone #

Email Address

Attorney for Petitioner:

Douglas L. Burgess, Esq.

Name- Type or Print

Signature

8640 Ridgelys Choice Drive
Suite 201A

Nottingham

MD

Mailing Address

City

State

21236

410-870-5200

doug@burgesslawllc.com

Zip Code

Telephone #

Email Address

Legal Owners (Petitioners):

Days Woods Properties, LLC, c/o Peter Altazas, Member

Name #1 - Type or Print

Name #2 - Type or Print

Signature #1

Signature #2

7502 Days Woods Court

Kingsville

MD

Mailing Address

City

State

21087

Zip Code

Telephone #

Email Address

Representative to be contacted:

Brian Dietz, Professional Land Surveyor

Name - Type or Print

Signature

8119 Oakleigh Road

Baltimore

MD

Mailing Address

City

State

21234

Zip Code

410-661-3160

Telephone #

bdietz@dietzsurveying.net

Email Address

CASE NUMBER 2018-0206-X

Filing Date 2/13/18

Do Not Schedule Dates: _____

Reviewer gh

REV. 10/4/11

Brian R. Dietz
Professional Land Surveyor #21080
7867 Oakdale Avenue, Baltimore, MD 21237
Phone 410-686-1198 Fax 410-682-6021

Zoning Description
For
8014 Philadelphia Road
February 5, 2017

Beginning at the Southwest corner of Philadelphia Road (60' R/W) and Chescao Avenue (40' R/W), thence running with and binding on the South side of Chesaco Avenue the following course and distance viz.

1. North 35 degrees 45 minutes 25 seconds West 163.22 feet, thence leaving the South side of Chesaco Avenue and running with and binding on the land of the herein petitioner;
2. South 19 degrees 15 minutes 35 seconds West 125.90 feet,
3. North 22 degrees 50 minutes 07 seconds West 63.43 feet,
4. South 48 degrees 57 minutes 35 seconds West 105.00 feet,
5. South 22 degrees 54 minutes 25 seconds East 137.22 feet to the North side of Philadelphia Road, thence running with and binding on said Philadelphia Road the three following courses and distances viz;
6. North 48 degrees 57 minutes 35 seconds East 11.88 feet,
7. South 41 degrees 02 minutes 25 seconds East 30.00 feet,
8. North 48 degrees 57 minutes 35 seconds East 210.34 feet to the place of beginning.

Containing 0.0714 Ac. or 31,112 sq.ft. of land more or less. Being known as 8014 Philadelphia Road and located in the 14th Election District, 6th Councilmanic District.



501 N. Calvert St., P.O. Box 1377
Baltimore, Maryland 21278-0001
tel: 410/332-6000
800/829-8000

WE HEREBY CERTIFY, that the annexed advertisement of Order No 5495428

Sold To:

Peter Altazas - CU00642776
7502 Days Woods Ct
Kingsville, MD 21087-1751

Bill To:

Peter Altazas - CU00642776
7502 Days Woods Ct
Kingsville, MD 21087-1751

Was published in "Jeffersonian", "Bi-Weekly", a newspaper printed and published in Baltimore County on the following dates:

Mar 13, 2018

NOTICE OF ZONING HEARING

The Administrative Law Judge 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: # 2018-0206-X
8014 Philadelphia Road
Corner of Philadelphia Road and Chesaco Avenue
14th Election District - 6th Councilmanic District
Legal Owner(s) Days Woods Properties, LLC

Special Exception: to use property for a service garage.
Hearing: Monday, April 2, 2018 at 1:30 p.m. in Room 205, Jefferson Building, 105 West Chesapeake Avenue, Towson 21204.

ARNOLD JABLON, DIRECTOR OF PERMITS, APPROVALS AND INSPECTIONS FOR BALTIMORE COUNTY
NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Administrative Hearings Office at (410) 887-3868.
(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

JT 3/650 March 13 5495428

The Baltimore Sun Media Group

By *S. Wilkinson*
Legal Advertising

CERTIFICATE OF POSTING

2018-0206-X

RE: Case No.: _____

Petitioner/Developer: _____

Days Woods Properties, LLC

April 2, 2018

Date of Hearing/Closing: _____

Baltimore County Department of
Permits, Approvals and Inspections
County Office Building, Room 100
111 West Chesapeake Avenue
Towson, Maryland 21204

Attn: Kristen Lewis:

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: _____

8014 Philadelphia Road

March 13, 2018

The sign(s) were posted on _____
(Month, Day, Year)



Sincerely,

(Signature of Sign Poster)

March 13, 2018

(Date)

SSG Robert Black

(Print Name)

1508 Leslie Road

(Address)

Dundalk, Maryland 21222

(City, State, Zip Code)

(410) 282-7940

(Telephone Number)



KEVIN KAMENETZ
County Executive

ARNOLD JABLON
*Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections*

February 28, 2018

NOTICE OF ZONING HEARING

The Administrative Law Judge 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: 2018-0206-X

8014 Philadelphia Road
Corner of Philadelphia Road and Chesaco Avenue
14th Election District – 6th Councilmanic District
Legal Owners: Days Woods Properties, LLC

Special Exception to use property for a service garage.

Hearing: Monday, April 2, 2018 at 1:30 p.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon
Director

AJ:kl

C: Douglas Burgess, Esq., 8640 Ridgelys Choice Drive, Ste. 201A, Nottingham 21236
Peter Altazas, 7502 Days Woods Court, Kingsville 21087
Brian Dietz, 8119 Oakleigh Road, Baltimore 21234

- NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY TUESDAY, MARCH 13, 2018.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

TO: PATUXENT PUBLISHING COMPANY
Tuesday, March 13, 2018 Issue - Jeffersonian

Please forward billing to:

Peter Altazas
7502 Days Woods Court
Kingsville, MD 21087

410-382-6605

NOTICE OF ZONING HEARING

The Administrative Law Judge 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: 2018-0206-X

8014 Philadelphia Road
Corner of Philadelphia Road and Chesaco Avenue
14th Election District – 6th Councilmanic District
Legal Owners: Days Woods Properties, LLC

Special Exception to use property for a service garage.

Hearing: Monday, April 2, 2018 at 1:30 p.m. in Room 205, Jefferson Building,
105 West Chesapeake Avenue, Towson 21204



Arnold Jablon
Director of Permits, Approvals and Inspections for Baltimore County

- NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ADMINISTRATIVE HEARINGS OFFICE AT 410-887-3868.
- (2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

RE: PETITION FOR SPECIAL EXCEPTION * BEFORE THE OFFICE
8014 Philadelphia Road; corner of *
Philadelphia Road and Chesaco Avenue * OF ADMINISTRATIVE
14th Election & 6th Councilmanic Districts * HEARINGS FOR
Legal Owner(s): Days Woods Properties * BALTIMORE COUNTY
Petitioner(s) *
* 2018-206-X

* * * * *

ENTRY OF APPEARANCE

Pursuant to Baltimore County Charter § 524.1, please enter the appearance of People's Counsel for Baltimore County as an interested party 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 and all documentation filed in the case.

RECEIVED
FEB 26 2018

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Jefferson Building, Room 204
105 West Chesapeake Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of February, 2018, a copy of the foregoing Entry of Appearance was mailed to Brian Dietz, 8119 Oakleigh Road, Parkville, Maryland 21234 and Douglas Burgess, Esquire, 8640 Ridgelys Choice Drive, Suite 201A, Nottingham, Maryland 21236, Attorney for Petitioner(s).

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

**DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS
ZONING REVIEW OFFICE**

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 legal owner/petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least twenty (20) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the legal owner/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:

Case Number: 2018-0206-X
Property Address: 8014 Philadelphia Rd
Property Description: SW corner of Philadelphia
Rd & Chesaco Ave
Legal Owners (Petitioners): Days Woods Properties
Contract Purchaser/Lessee: /

PLEASE FORWARD ADVERTISING BILL TO:

Name: Peter Altazas
Company/Firm (if applicable): /
Address: 7502 Days Wood Court
Kingsville, MD 21087
Telephone Number: 410-382-6605

163200

Date: 2/10/18

PAID RECEIPT
 ADDRESS: ACORN TLT WGN
 DATE: 2/12/2018 09:21:00 5
 REF: 4004-171111 LRB
 RECEIPT: 95262 2/12/2018 OFUN
 DATE: 5 307038 VERIFICATION
 CR NO: 111111
 Period: Feb 4500.00
 PRIO: 100-17 1.00 CA
 Baltimore County, Maryland

Total: 500

For: Special Exception

2018-0206-X 2014 PH 1000/1000/1000

WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER GOLD - ACCOUNTING

**CASHIER'S
VALIDATION**



KEVIN KAMENETZ
County Executive

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

March 27, 2018

Days Woods properties LLC
Peter Altazas
7502 Days Woods Court
Kingsville MD 21087

RE: Case Number: 2018-0206 X, Address: 8014 Philadelphia Road

Dear Mr. Alazas:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on February 13, 2018. This letter is not an approval, but only a **NOTIFICATION**.

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,

A handwritten signature in dark ink, appearing to read "W. Carl Richards, Jr.", is written over a horizontal line.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaw

Enclosures

c: People's Counsel
Douglas L Burgess, Esquire, 8640 Ridgelys Choice Drive, Suite 201 A, Nottingham MD 21236
Brian Dietz, 8119 Oakleigh Road, Baltimore MD 21234

Date: 2/21/18

Ms. Kristen Lewis
Baltimore County Department of
Permits, Approvals & Inspections
County Office Building, Room 109
111 West Chesapeake Avenue
Towson, Maryland 21204

Dear Ms. Lewis:

We have reviewed the site plan to accompany petition for variance on the subject of the Case number referenced below, which was received on 2/21/18. A field inspection and internal review reveals that an entrance onto MD7 consistent with current State Highway Administration guidelines is not required. Therefore, SHA has no objection to approval for Special Exception, Case Number 2018-0206 X

Days Woods Properties, LLC
Peter Altazas
8014 Philadelphia Road
MD7

Should you have any questions regarding this matter feel free to contact Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) X 2332 or by email at (rzeller@sha.state.md.us).

Sincerely,



Wendy Wolcott, P.L.A.
Metropolitan District Engineer
Maryland Department of Transportation
State Highway Administration
District 4 - Baltimore and Harford Counties

WW/RAZ

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE MEMORANDUM

TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: 3/13/2018

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 18-206



INFORMATION:

Property Address: 8014 Philadelphia Road
Petitioner: Days Woods Properties, LLC
Zoning: BL, AS, DR 5.5
Requested Action: Special Exception

The Department of Planning has reviewed the petition for a special exception to use the property for a service garage.

A site visit was conducted on February 28, 2018. The subject property is subject to Violation Case No: CC1711417.

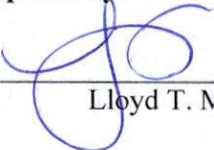
The Department has no objection to granting the petitioned zoning relief conditioned upon the following:

- The plan must be amended to remove the requested special exception area from the D.R. 5.5 zoned portion of the property and limit the defined special exception area only to that portion of the site zoned BL-AS.
- All truck trailers shall be removed from the site with no trailer parking on site beyond the time necessary to load or unload materials over a single 24 hour period.
- All tires, regardless of condition, shall be kept either inside a suitable structure or if outside, screened such that they cannot be seen from the public right of way. Pursuant to BCZR §502.1.A any outside storage of tires must be done in such a way that they cannot harbor breeding mosquitos.
- Outside storage of damaged, disabled or unlicensed vehicles must conform to the requirements of BCZR §405A.
- All service and repairs shall take place within completely enclosed buildings.
- There shall be no display of vehicles for sale on the premises.
- The petitioner shall demonstrate to the satisfaction of the Administrative Law Judge that the unconventional signage, to include the painted tire and Corvette on the roof of 8014 Philadelphia Road are legal signs, or remove same.
- Subsequent to locating any underground utilities, the petitioners shall install vegetative landscaping in the easternmost grassed area to the type and count approved by the Baltimore County Landscape Architect that upon maturity will not impede site distance at the intersection of Philadelphia Road and Chesaco Avenue or at the property entrance. There shall be no temporary signage or banners in this area.

- The Department observes through its site visit that the property is maintained in a less than ideal condition. The Department recommends that prior to the issuance of any order establishing the special exception use, the property be brought into compliance with the Maintenance of Investment Property objectives established in BCC§ 35-2-404.

For further information concerning the matters stated herein, please contact Josephine Selvakumar at 410-887-3480.

Prepared by:



Lloyd T. Moxley

Deputy Director:



Jeff Mayhew

AVA/KS/LTM/

c: Josephine Selvakumar
James Hermann, R.L.A., Department of Permits, Approvals and Inspections
Brian Dietz, Dietz Surveying Company
Douglas L. Burgess, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND**Inter-Office Correspondence**

TO: Hon. Lawrence M. Stahl; Managing Administrative Law Judge
Office of Administrative Hearings

FROM: Jeff Livingston, Department of Environmental Protection and
Sustainability (EPS) - Development Coordination

DATE: February 21, 2018

SUBJECT: DEPS Comment for Zoning Item # 2018-0206-X
Address 8014 Philadelphia Road
(Days Woods Properties, LLC
Property)

Zoning Advisory Committee Meeting of **February 26, 2018.**

X The Department of Environmental Protection and Sustainability has no
comment on the above-referenced zoning item.

Reviewer: Steve Ford

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits, Approvals
And Inspections

DATE: March 07, 2018

FROM: Vishnu Desai, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For February 19, 2018
Item No. 2018-0182-A, 0205-A, 0206-X, 0207-XA, 0208-XA, 0209-A, 0210-A and 0211-X.

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

VKD: cen
cc: file

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE MEMORANDUM

TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: 3/13/2018

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 18-206

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Property Address: 8014 Philadelphia Road
Petitioner: Days Woods Properties, LLC
Zoning: BL, AS, DR 5.5
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A site visit was conducted on February 28, 2018. The subject property is subject to Violation Case No: CC1711417.

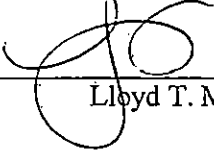
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Prepared by:



Lloyd T. Moxley

Deputy Director:



Jeff Mayhew

AVA/KS/LTM/

c: Josephine Selvakumar
James Hermann, R.L.A., Department of Permits, Approvals and Inspections
Brian Dietz, Dietz Surveying Company
Douglas L. Burgess, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



TO: Hon. Lawrence M. Stahl; Managing Administrative Law Judge
Office of Administrative Hearings

FROM: Jeff Livingston, Department of Environmental Protection and
Sustainability (EPS) - Development Coordination

DATE: February 21, 2018

SUBJECT: DEPS Comment for Zoning Item # 2018-0206-X
Address 8014 Philadelphia Road
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Zoning Advisory Committee Meeting of **February 26, 2018.**

X The Department of Environmental Protection and Sustainability has no
comment on the above-referenced zoning item.

Reviewer: Steve Ford

BALTIMORE COUNTY, MARYLAND

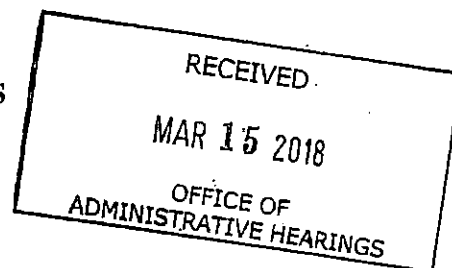
INTER-OFFICE MEMORANDUM

TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: 3/13/2018

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 18-206



INFORMATION:

Property Address: 8014 Philadelphia Road
Petitioner: Days Woods Properties, LLC
Zoning: BL, AS, DR 5.5
Requested Action: Special Exception

The Department of Planning has reviewed the petition for a special exception to use the property for a service garage.

A site visit was conducted on February 28, 2018. The subject property is subject to Violation Case No: CC1711417.

The Department has no objection to granting the petitioned zoning relief conditioned upon the following:

- The plan must be amended to remove the requested special exception area from the D.R. 5.5 zoned portion of the property and limit the defined special exception area only to that portion of the site zoned BL-AS.
- All truck trailers shall be removed from the site with no trailer parking on site beyond the time necessary to load or unload materials over a single 24 hour period.
- All tires, regardless of condition, shall be kept either inside a suitable structure or if outside, screened such that they cannot be seen from the public right of way. Pursuant to BCZR §502.1.A any outside storage of tires must be done in such a way that they cannot harbor breeding mosquitos.
- Outside storage of damaged, disabled or unlicensed vehicles must conform to the requirements of BCZR §405A.
- All service and repairs shall take place within completely enclosed buildings.
- There shall be no display of vehicles for sale on the premises.
- The petitioner shall demonstrate to the satisfaction of the Administrative Law Judge that the unconventional signage, to include the painted tire and Corvette on the roof of 8014 Philadelphia Road are legal signs, or remove same.
- Subsequent to locating any underground utilities, the petitioners shall install vegetative landscaping in the easternmost grassed area to the type and count approved by the Baltimore County Landscape Architect that upon maturity will not impede site distance at the intersection of Philadelphia Road and Chesaco Avenue or at the property entrance. There shall be no temporary signage or banners in this area.

ORDER RECEIVED FOR FILING

Date

4/4/18

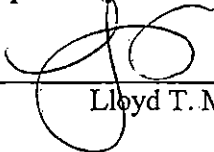
By

sen

- The Department observes through its site visit that the property is maintained in a less than ideal condition. The Department recommends that prior to the issuance of any order establishing the special exception use, the property be brought into compliance with the Maintenance of Investment Property objectives established in BCC§ 35-2-404.

For further information concerning the matters stated herein, please contact Josephine Selvakumar at 410-887-3480.

Prepared by:


Lloyd T. Moxley

Deputy Director:


Jeff Mayhew

AVA/KS/LTM/

c: Josephine Selvakumar
James Hermann, R.L.A., Department of Permits, Approvals and Inspections
Brian Dietz, Dietz Surveying Company
Douglas L. Burgess, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County

ORDER RECEIVED FOR FILING

Date 4/4/18
By sen

2-18-0206-X

193
5-7-18

Days Woods Properties, LLC
8014 Philadelphia Road
Baltimore, MD 21237

EXHIBIT LIST

Special Exception

sen
2-11-18

<u>Exhibit</u>	<u>Number</u>
Site Plan (Dietz Plan)	1
Resume- Expert Witness (Dietz)	2
Vicinity Maps	3
Photos - Subject Property	4
Photos - Neighboring Properties	5
ZAC Comments (Zoning, Public Works, Environmental & Planning recommend approval)	6
Neighborhood Support Letter	7
Title Run Down, Deeds, Title Insurance	8
Lease	9
Prior S/E Approval Service Station	10
1993 Corvette High Performance Flyer	11

2018-0206-X

2200019320

PAI # 140311

Pt. Bk./Folio # 065087
PAI # 140311

PAI # 140311
PAI # 140311

R-1955-3479
R-1952-2359 2200016270
Pt. Bk. 0000065, Folio 0087

Lot # 1

DR 5.5

1600013225
8030

6 CD 14 ED

1421040050

1308

NE 3-E
089B3

1416035730

1304

1406046900

2008-0069-A

2200016271

1403035020

1402058276
1302
1402058276

1404036475
8014
1957-4237-X

1404036476

8006
1402058275

BLAS

1402058025

8006

1502002260
8013

1502003521

CHESACO AVE

1519071763
8025
1519270530

8023
1519074700

8019
1518474580
1953-2817-X

R-1964-0123
1518474581
1224

1225

1518474050

7 CD 15 ED

1508801220

1502572230
8001
R-1941-0116
R-1965-0275

1502573360

1502572230
R-1955-3480

1772-0163-XA
R-1972-0231
2011-0206-SPH
Pt. Bk./Folio # 035076

1508301400
1221
2200002661
Pt. Bk./Folio # 003090

DR 5.5

Lot # 83
PAI # 150068

2200002662
R-1971-0050-X

1223

Pt. Bk. 0000003, Folio 0090

Pt. Bk. 0000010, Folio 0107

1225

1778-0101-X
2009-0145-A
2001-0132-A

1217

2200002663

PAI # 150068

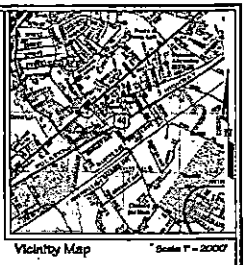
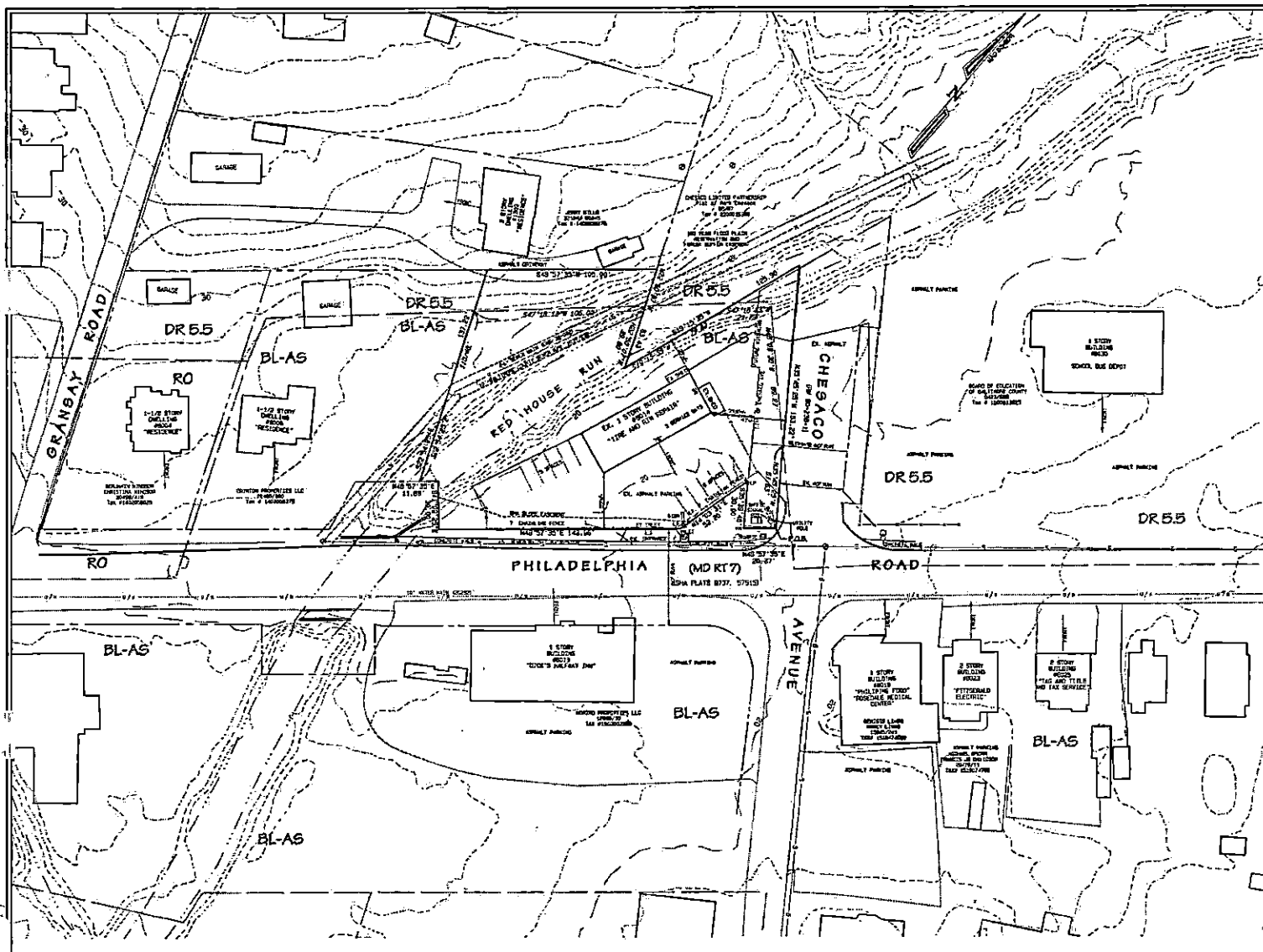
Lot # 83

2200002663

Pt. Bk./Folio # 003076

Pt. Bk. 0000000, Folio 0076

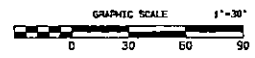
ML



NOTES

- 1. Owner: DAYS WOODS PROPERTIES LLC
7502 DAYS WOODS CT
KINGSVILLE MD 21081-1751
- 2. Deed: H&H/360
- 3. Acreage: 3082 sqft. or 0.04 Ac. ±
- 4. Tax # 1404096475
- 5. Zoned: BL-AS AND DR 5.5
- 6. This site is not in the Chesapeake Bay Critical Area.
- 7. This site is in the 100 year flood plain.
- 8. There are no underground fuel tanks.
- 9. This is not a historic property/building.
- 10. This site is serviced by public water and sewer.
- 11. Prior Zoning Hearing: MD1-4237-K, Special Exception to use the property as a Service Station, Ordinated 4-10-1987

REQUESTING A SPECIAL EXCEPTION TO USE THE PROPERTY AS A SERVICE GARAGE.

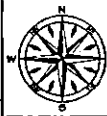


PLAT TO ACCOMPANY
A PETITION FOR A
ZONING SPECIAL EXCEPTION

of the
DAYS WOODS PROPERTIES LLC

8014 Philadelphia Road
Baltimore County, Maryland
Tax Map 89, Grid 22, Parcel 144
14th Election District, 6th Councilmanic District
Scale: 1"=30' Date: January 25, 2018

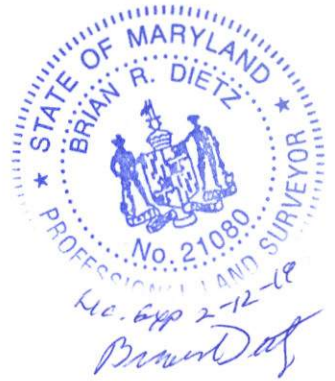
PARKING CALCULATIONS
3.3 SPACES PER 1000 SQFT. x 1 PARKING REQUESTED
1 PARKING SPACES PROVIDED



Dietz Surveying Co.
Land Surveying and Land Planning
8119 Oakleigh Road, Baltimore MD 21234
Ph 410-661-5160, Fax 410-661-5163
www.dietzsurveying.net
Job No. 190205
Plan Date 9/28/2018
Filing Date 9/28/2018

REVIEW PER COMMENTS
Date

Brian R. Dietz
Professional Land Surveyor #21080
7867 Oakdale Avenue, Baltimore, MD 21237
Phone 410-686-1198 Fax 410-682-6021



Special Exception Description
8014 Philadelphia Road
March 7, 2017

Beginning at the Southwest corner of Philadelphia Road (60' R/W) and Chescao Avenue (40' R/W), thence running with and binding on the South side of Chesaco Avenue the following course and distance viz.

1. North 35 degrees 45 minutes 25 seconds West 51.63 feet, thence leaving the South side of Chesaco Avenue;
2. North 46 degrees 09 minutes 38 seconds West 89.27 feet,
3. South 47 degrees 18 minutes 132 seconds West 21.79 feet,
4. South 19 degrees 15 minutes 35 seconds West 79.82 feet,
5. North 22 degrees 50 minutes 07 seconds West 39.90 feet,
6. South 47 degrees 18 minutes 13 seconds West 106.02 feet,
7. South 22 degrees 54 minutes 25 seconds East 110.84 feet to the North side of Philadelphia Road, thence running with and binding on said Philadelphia Road the three following courses and distances viz;
8. North 48 degrees 57 minutes 35 seconds East 11.88 feet,
9. South 41 degrees 02 minutes 25 seconds East 30.00 feet,
10. North 48 degrees 57 minutes 35 seconds East 149.96 feet,
11. North 14 degrees 03 minutes 31 seconds East 52.20 feet,
12. South 35 degrees 39 minutes 46 seconds East 30.00 feet, and
13. North 48 degrees 57 minutes 35 seconds East 20.37 feet to the place of beginning.

Containing ^{0.617}~~0.0617~~ Ac. or 26,871 sq.ft. of land more or less. Being known as 8014 Philadelphia Road and located in the 14th Election District, 6th Councilmanic District.

BD

Brian R. Dietz
Professional Land Surveyor #21080
7867 Oakdale Avenue, Baltimore, MD 21237
Phone 410-686-1198 Fax 410-682-6021

Special Exception Description
For
8014 Philadelphia Road
March 7, 2017

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Containing 0.0617 Ac. or 26,871 sq.ft. of land more or less. Being known as 8014 Philadelphia Road and located in the 14th Election District, 6th Councilmanic District.

Brian Dietz
8119 Oakleigh Road, Baltimore, MD 21234
410-661-3160
brian@dietzsurveying.net

LICENSING

State of Maryland, Department of Labor, Licensing and Regulations
Board of Professional Land Surveyors

License Received

2001

Received State of Maryland Professional Land Surveyors License #21080

Education – Continuing Professional Competency

1997 to Present

Control Networks, Baltimore City Boundary Retracements, Principals and Practices, Conveyance of Real Property, Baltimore County Land Division, Understanding Colonial Surveying, GPS for Land Surveyors, Principles and Practices, Road Grade and Storm Drain Design, Conveyance of Real Property and Adverse Possession Issues for the Maryland Land Surveyor, Drainage design, Fundamentals of Storm Water Management and Water Quality.

Catonsville Community College

Associates Arts Degrees

1995

A.A. Degrees in Engineering

AWARDS

- Subdivision Drafting Award **1997**
- Boundary Survey Drafting Award **1998**

TEACHING EXPERIENCE

Tremont Plaza Hotel, Baltimore, Maryland

Lecturer –Boundary Disputes: Resolving Client Conflicts

2007

Discussion of a Boundary Survey, Fundamentals of a Boundary Survey, and the role of the Land Surveyor.

Lecturer –Boundary Disputes: Resolving Conflicts Without Going to Court

2006

Discussion of a Boundary Survey, Fundamentals of a Boundary Survey, and the role of the Land Surveyor.

RELATED EXPERIENCE

Dietz Surveying

Owner Founder and President of Dietz Surveying Company.

2002 to Present

Gerhold, Cross & Etzel

Licensed Surveyor & Project Manager

1997-2002

Supervising field crews, process field data received and determining the finished project at a specific budget.

Various Companies

1986-1997

Worked for various companies in the Surveying Industry.

PUBLICATIONS AND PAPERS

The Maryland Surveyors, Surveying and Maryland Law–“Does the tax sale of property stop the running of the statutory time period of adverse possession?”–2004

National Business Institute–Co-Authored–“Boundary Disputes: Resolving Conflicts Without Going to Court”–2006

National Business Institute–Co-Authored–“Boundary Disputes: Resolving Conflicts”–2007

National Business Institute–Co-Authored–“A Step by Step Guide to Understanding Easements”–2008

MEMBERSHIPS

- Maryland Society of Surveyors: Chairman of the Howard County Chapter, 2002-2010

Google Maps

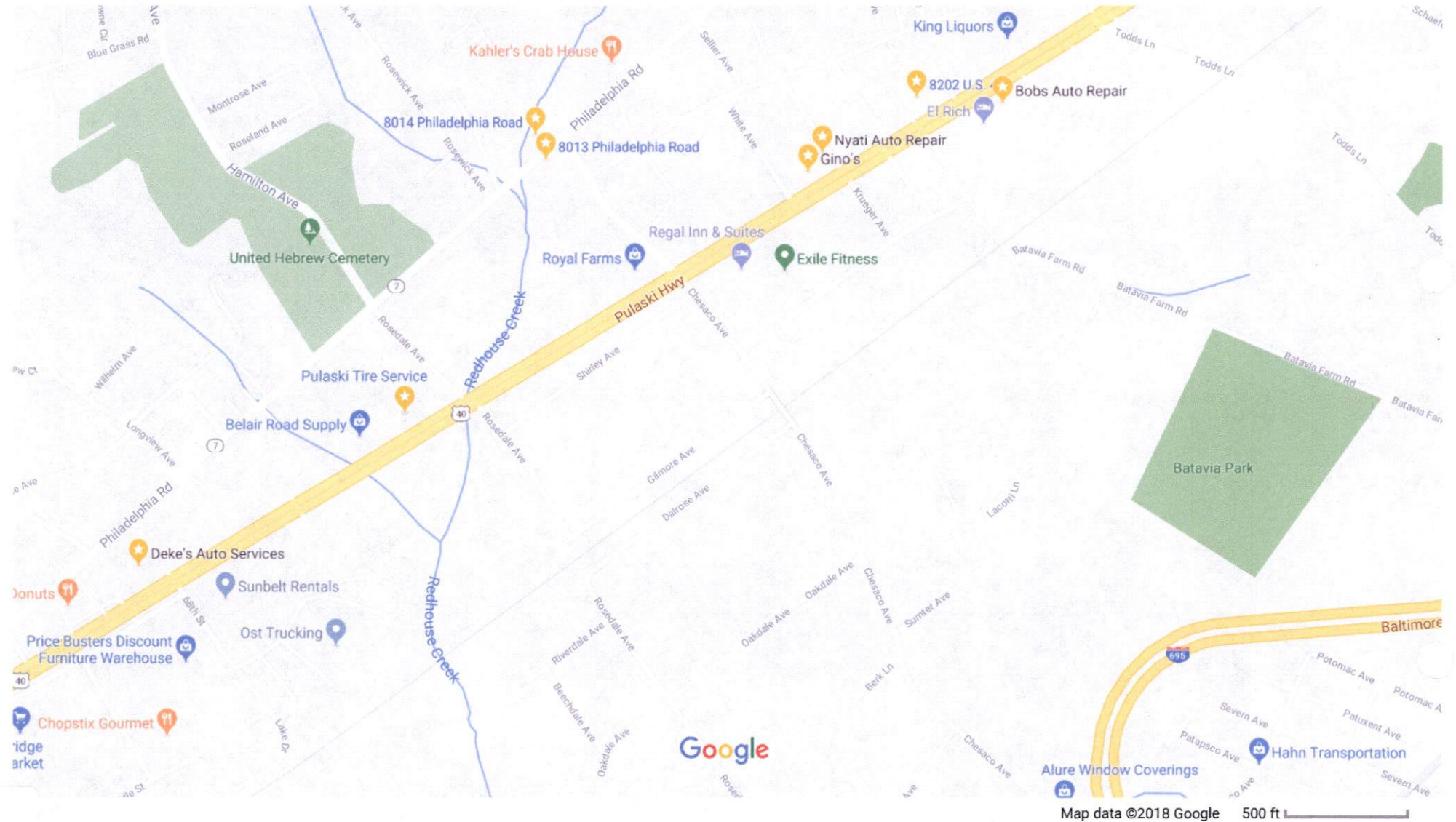


EXHIBIT 3



Map data ©2018 Google 1000 ft

















ZONING NOTICE
CASE # **2018-0206-X**
**A PUBLIC HEARING WILL BE HELD BY
THE ZONING COMMISSIONER
IN TOWSON, MD**
ROOM 205, JEFFERSON BUILDING
PLACE: 181 W. CHESAPEAKE AVE., TOWSON, MD 21204
DATE AND TIME: Monday, April 2, 2018 at 1:30 p.m.
REQUEST: Special Exception to use
property for a service garage.
BOARD APPROVED: [signature]
MAYOR APPROVED: [signature]





EXHIBIT 5

PHOTOS

NEIGHBORING PROPERTIES



B&G Auto Repair, LLC
8202 Pulaski Highway



B&G Auto Repair, LLC
8202 Pulaski Highway



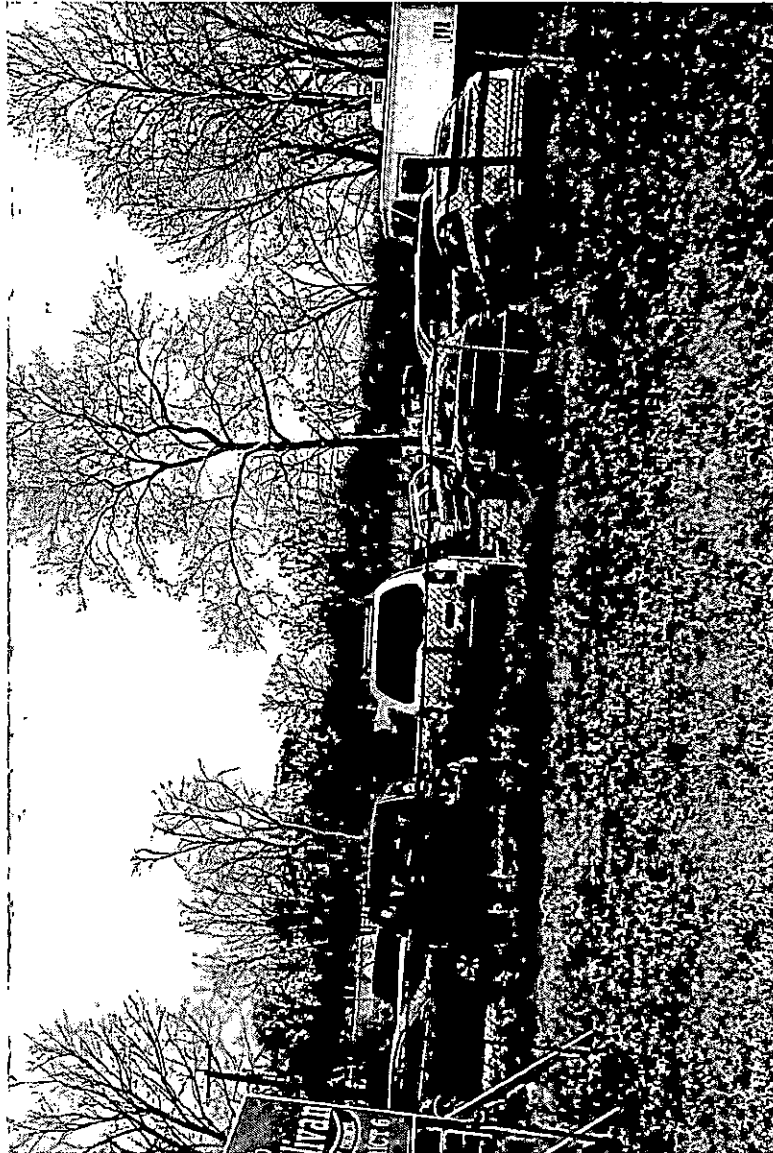
B&G Auto Repair, LLC
8202 Pulaski Highway



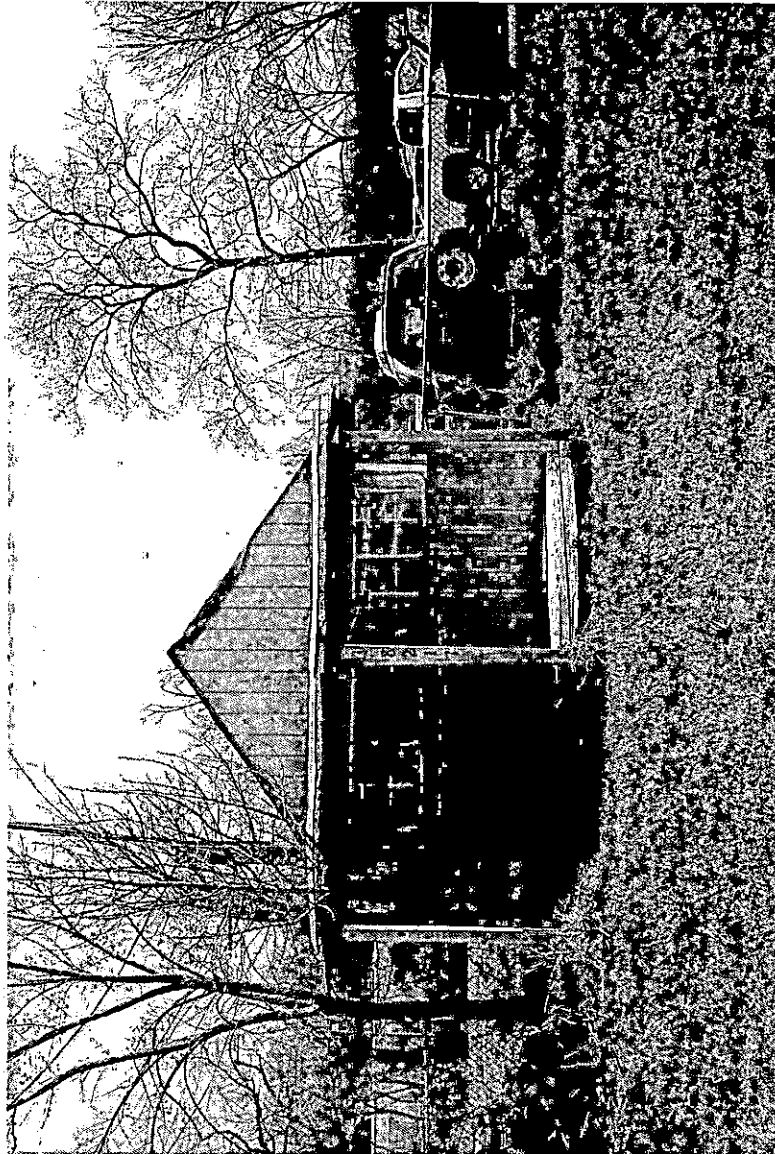
Cyrus Auto, Inc.
8215 Pulaski Highway



Cyrus Auto, Inc.
8215 Pulaski Highway



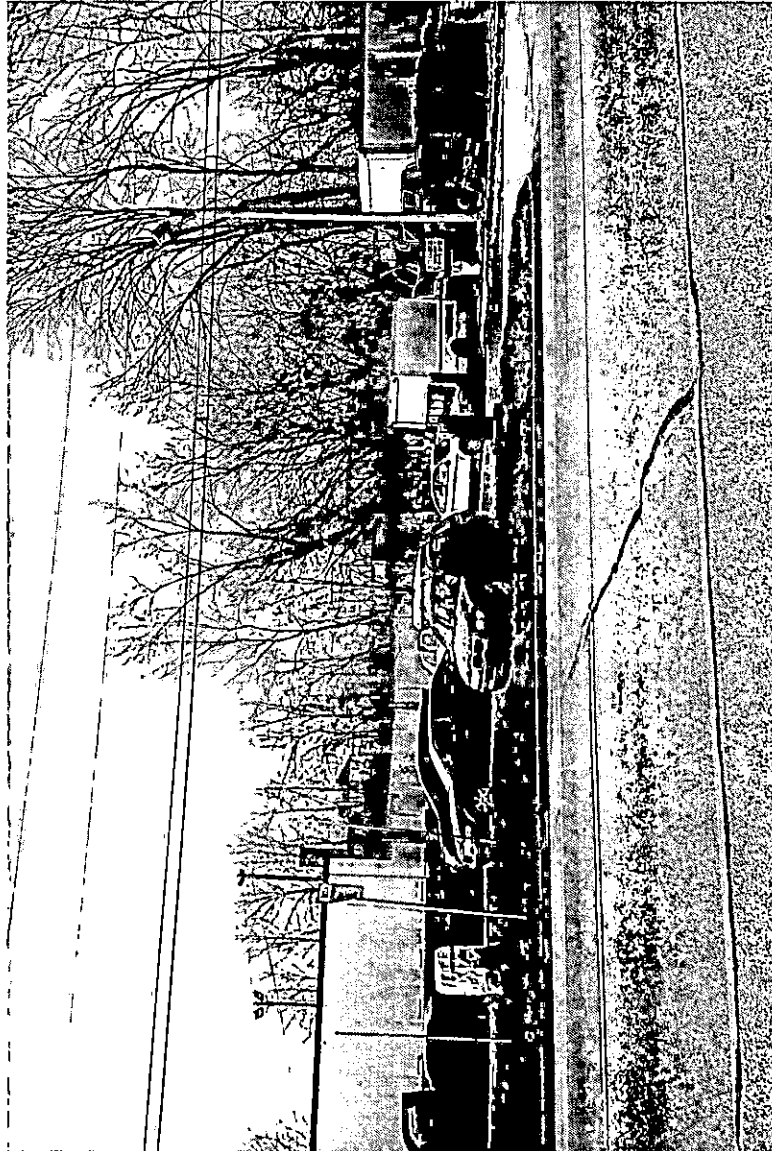
Cyrus Auto, Inc.
8215 Pulaski Highway



Cyrus Auto, Inc.
8215 Pulaski Highway



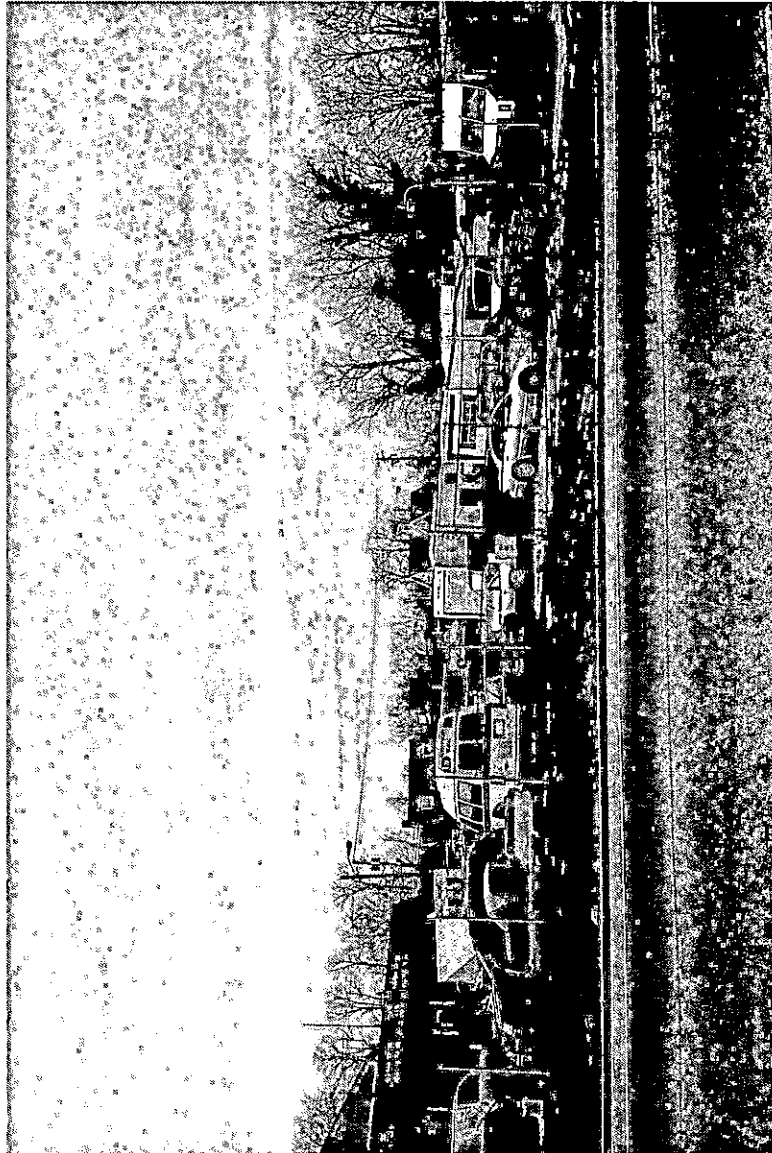
Pulaski Tire Service
7804 Pulaski Highway



Pulaski Tire Service
7804 Pulaski Highway



Deke's Auto Services
7522 Pulaski Highway



Deke's Auto Services
7522 Pulaski Highway



Hamilton Auto Services, LLC
5201 Hamilton Avenue, Baltimore, 21237



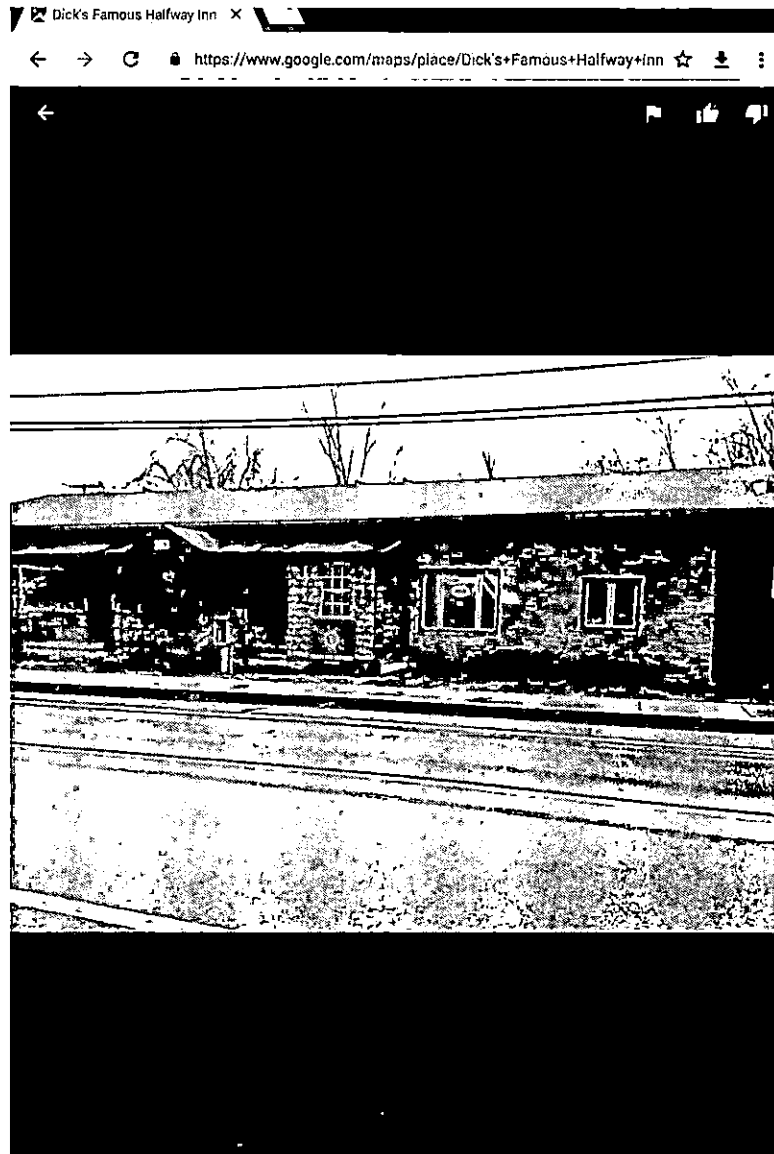
Dick's Halfway Inn
8013 Philadelphia Road, Baltimore, MD 212377

1. The first part of the paper discusses the importance of the study of the history of the United States. It is argued that the study of history is essential for a full understanding of the present and for the development of a sense of national identity. The author points out that the study of history is not only a means of learning about the past, but also a way of understanding the present and the future.

2. The second part of the paper discusses the importance of the study of the history of the United States. It is argued that the study of history is essential for a full understanding of the present and for the development of a sense of national identity. The author points out that the study of history is not only a means of learning about the past, but also a way of understanding the present and the future.



Dick's Halfway Inn
8013 Philadelphia Road, Baltimore, MD 212377



Dick's Halfway Inn
8013 Philadelphia Road, Baltimore, MD 212377



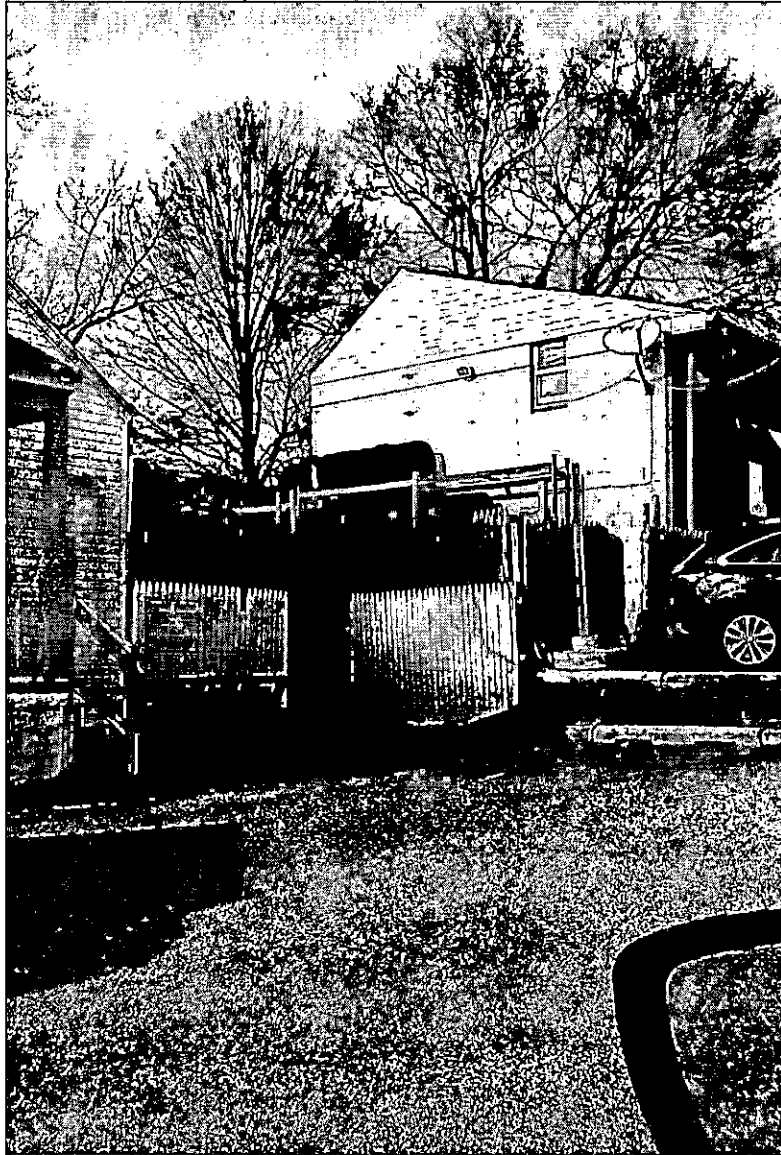
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8013 Philadelphia Road, Baltimore, MD 212377



Dick's Halfway Inn
8013 Philadelphia Road, Baltimore, MD 212377



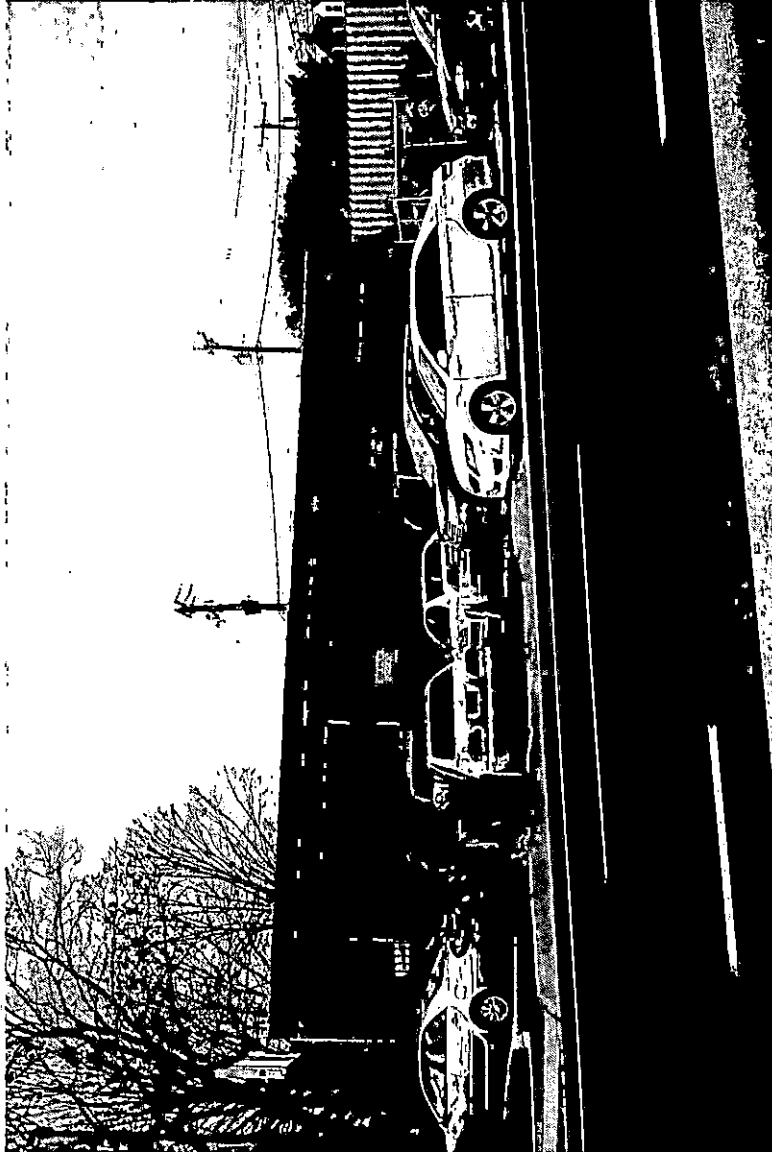
Gino's Tires
8104 Pulaski Highway



Gino's Tires
8104 Pulaski Highway



Gino's Tires
8104 Pulaski Highway



Nyati Auto Repair
8110 Pulaski Highway



Nyati Auto Repair
8110 Pulaski Highway

ZAC COMMENTS
- PLANNING

BALTIMORE COUNTY, MARYLAND INTER-OFFICE MEMORANDUM

TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: 3/13/2018

FROM: Andrea Van Arsdale
Director, Department of Planning

SUBJECT: ZONING ADVISORY COMMITTEE COMMENTS
Case Number: 18-206

INFORMATION:

Property Address: 8014 Philadelphia Road
Petitioner: Days Woods Properties, LLC
Zoning: BL, AS, DR 5.5
Requested Action: Special Exception

The Department of Planning has reviewed the petition for a special exception to use the property for a service garage.

A site visit was conducted on February 28, 2018. The subject property is subject to Violation Case No: CC1711417.

The Department has no objection to granting the petitioned zoning relief conditioned upon the following:

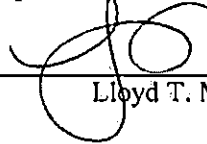
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Date: 3/13/2018
Subject: ZAC # 18-206
Page 2

- The Department observes through its site visit that the property is maintained in a less than ideal condition. The Department recommends that prior to the issuance of any order establishing the special exception use, the property be brought into compliance with the Maintenance of Investment Property objectives established in BCC§ 35-2-404.

For further information concerning the matters stated herein, please contact Josephine Selvakumar at 410-887-3480.

Prepared by:



Lloyd T. Moxley

Deputy Director:



Jeff Mayhew

AVA/KS/LTM/

c: Josephine Selvakumar
James Hermann, R.L.A., Department of Permits, Approvals and Inspections
Brian Dietz, Dietz Surveying Company
Douglas L. Burgess, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County



KEVIN KAMENETZ
County Executive

ARNOLD JABLON
Deputy Administrative Officer
Director, Department of Permits,
Approvals & Inspections

March 27, 2018

Days Woods properties LLC
Peter Altazas
7502 Days Woods Court
Kingsville MD 21087

RE: Case Number: 2018-0206 X, Address: 8014 Philadelphia Road

Dear Mr. Alazas:

The above referenced petition was accepted for processing **ONLY** by the Bureau of Zoning Review, Department of Permits, Approvals, and Inspection (PAI) on February 13, 2018. This letter is not an approval, but only a **NOTIFICATION**.

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,

A handwritten signature in dark ink, appearing to read "W. Carl Richards, Jr.", is written over a horizontal line.

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR: jaw

Enclosures

c: People's Counsel
Douglas L Burgess, Esquire, 8640 Ridgelys Choice Drive, Suite 201 A, Nottingham MD 21236
Brian Dietz, 8119 Oakleigh Road, Baltimore MD 21234

MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION
STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Pete K. Rahn
Secretary
Gregory Slater
Administrator

Date: 2/21/18

Ms. Kristen Lewis
Baltimore County Department of
Permits, Approvals & Inspections
County Office Building, Room 109
111 West Chesapeake Avenue
Towson, Maryland 21204

Dear Ms. Lewis:

We have reviewed the site plan to accompany petition for variance on the subject of the Case number referenced below, which was received on 2/21/18. A field inspection and internal review reveals that an entrance onto MD 7 consistent with current State Highway Administration guidelines is not required. Therefore, SHA has no objection to approval for Special Exception, Case Number 2018-0206 X

*Days Woods Properties, LLC
Peter Altazas
8014 Philadelphia Road
MD 7*

Should you have any questions regarding this matter feel free to contact Richard Zeller at 410-229-2332 or 1-866-998-0367 (in Maryland only) X 2332 or by email at (rzeller@sha.state.md.us).

Sincerely,



for Wendy Wolcott, P.L.A.
Metropolitan District Engineer
Maryland Department of Transportation
State Highway Administration
District 4 - Baltimore and Harford Counties

WW/RAZ

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits, Approvals
And Inspections

DATE: March 07, 2018

FROM: Vishnu Desai, Supervisor
Bureau of Development Plans Review

SUBJECT: Zoning Advisory Committee Meeting
For February 19, 2018
Item No. 2018-0182-A, 0205-A, 0206-X, 0207-XA, 0208-XA, 0209-A, 0210-A and 0211-X.

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

* * * * *

VKD: cen
cc: file

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE MEMORANDUM

TO: Arnold Jablon
Deputy Administrative Officer and
Director of Permits, Approvals and Inspections

DATE: 3/13/2018

FROM: Andrea Van Arsdale
Director, Department of Planning

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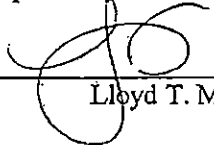
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Prepared by:



Lloyd T. Moxley

Deputy Director:



Jeff Mayhew

AVA/KS/LTM/

c: Josephine Selvakumar
James Hermann, R.L.A., Department of Permits, Approvals and Inspections
Brian Dietz, Dietz Surveying Company
Douglas L. Burgess, Esquire
Office of the Administrative Hearings
People's Counsel for Baltimore County

BALTIMORE COUNTY, MARYLAND

Inter-Office Correspondence



TO: Hon. Lawrence M. Stahl; Managing Administrative Law Judge
Office of Administrative Hearings

FROM: Jeff Livingston, Department of Environmental Protection and
Sustainability (EPS) - Development Coordination

DATE: February 21, 2018

SUBJECT: DEPS Comment for Zoning Item # 2018-0206-X
Address 8014 Philadelphia Road
(Days Woods Properties, LLC
Property)

Zoning Advisory Committee Meeting of **February 26, 2018.**

X The Department of Environmental Protection and Sustainability has no
comment on the above-referenced zoning item.

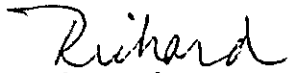
Reviewer: Steve Ford

March 6, 2018

Dear Sir/Madam:

I have lived in Rosedale all my life and my neighbor recommended a local business where I purchased 2 brand new tires. I was impressed by the quick, friendly service I received from the owner, Juan and his family. I would recommend this business to my friends and family.

Thanks,



The Baileys

8421 Philadelphia Road

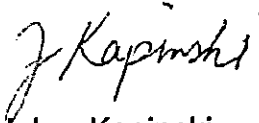
Rosedale, Md 21237

March 7, 2018

Dear Sir or Madam:

I am a local resident of Rosedale and have been purchasing my tires from California Wheels & Polishers at 8014 Philadelphia Road. The business has always been a landmark in Rosedale with the Corvette on the roof. I am happy to recommend this business to friends. The owner, Juan, is friendly and knowledgeable about his business. I am able to get a great value and quick service close to home. I am happy to support a local, family owned business.

Thanks,

A handwritten signature in cursive script that reads "J. Kapinski".

John Kapinski

7905 Pulaski Highway
Rosedale, Md. 21237

March 16, 2018

Dear Sir or Madam:

I am a customer of California Wheels & Polishers at 8014 Philadelphia Road. Juan, the owner, asked me to write a letter in support of his business. I purchased tires from Juan and received excellent customer service. I am thankful to have this business in my area. I was able to purchase tires at a very reasonable price.

Thank you,

M. Gonzalez

Miguel Gonzalez

Eastern Plating

7803 Pulaski Hwy

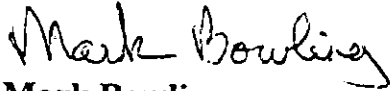
Rosedale, Md 21237

March 14, 2018

To Whom It May Concern:

I have been purchasing my tires from California Wheels & Polishers for some time now. I am writing this letter to express my appreciation for this local business. It is a convenience to have my tires replaced in my neighborhood. I purchased 4 used tires recently at a reasonable cost with fast service. It is nice to have a family business in our local area. The Corvette on the roof has been a Rosedale landmark for some time now.

Thanks,

A handwritten signature in black ink that reads "Mark Bowling". The signature is written in a cursive style with a large, stylized 'M' and 'B'.

**Mark Bowling
8419 Philadelphia Road
Rosedale, Md 21237**

March 23, 2018

To Whom It May Concern,

I recently visited California Wheels & Polishers at 8014 Philadelphia Road to purchase used tires for my truck. I was greeted by the owner, Juan, who assisted me in selecting affordable tires for my vehicle. The service was fast and friendly. It was convenient to have this business in my neighborhood in Rosedale. I enjoyed the feel of the family owned small business.

Thanks,

Jose Luis

Jose Luis

Corinto Restaurant

8019 Philadelphia Road

Rosedale, Md. 21237

TITLE RUN DOWN*
8014 Philadelphia Road

Title assumed in name of:

Gerard Joseph Dietz, see recorded Lease to Shell Oil Co. dated October 20, 1958; L 3443, F 273.



Title assumed in name of:

Gerard Joseph Dietz and John H. Dietz, Co-Partners, successor-in-interest to Gerald Joseph, see recorded Memo of Lease dated January 12, 1970, L 5072, F 17.



\
½ interest presumably to **Wanda J. Dietz** but unclear in Land Records.



½ Title assumed in name of:

Estate of John H. Dietz, by **Wanda J. Dietz, Personal Representative**, see Deed dated March 17, 1976, L 5626, F 859.



Henry T. Dietz, see Lease Termination dated March 5, 1981, L 6273, F 42, between Wanda J. Dietz and James L. Mullaney, Jr., Personal Representative of the Estate of Henry T. Dietz.



Estate of Henry T. Dietz, by **James Mullaney, Personal Representative**, see Deed dated May 8, 1981, L 6286, F 626 to James William Darin and Thomas Edward Darin.

-and-

Wanda J. Dietz, see Deed date May 8, 1981, L 6286, F 629 to James William Darin and Thomas Edward Darin.

* This Title Run Down is prepared for Zoning Hearing Only and is not to be relied on for any other purpose. Information is deemed accurate but not warranted.



James William Darwin and Thomas Edward Darin



Thomas Edward Darin to James William Darin, see Deed dated November 7, 1983, L 6714, F 247.



James William Darin to Days Woods Properties, LLC, see Deed dated January 7, 2004, L 19617, F 360.



Days Woods Properties, LLC

Note: See attached Deeds/Instruments in support of the Title Run Down.

LEASE

THIS LEASE, dated OCTOBER 20th, 1958, between

GERARD JOSEPH DIEZ, unmarried, of 8057 Old Philadelphia Road in Baltimore 6, Maryland, (herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 200 East Joppa Road in Baltimore 4, Maryland (herein called "Shell"),

WITNESSETH:

1. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land, situated at the corner of Old Philadelphia Road and proposed Chesaco Avenue Extension in Rosedale, County of Baltimore, State of Maryland:

"Beginning at the point where the northerly line of Philadelphia Road intersects the westerly line of the proposed Chesaco Avenue Extension and running thence along the northerly line of Philadelphia Road S 57° 40' W 127.10 feet and S 57° 52' W 72.90 feet to a point; thence N 32° 08' W 39.56 feet to a point; thence N 28° 10' E 247.43 feet to the westerly line of proposed Chesaco Avenue Extension; thence S 26° 51' E, along the said westerly line of proposed Chesaco Avenue Extension, 162.40 feet to point of Beginning".

together with all of Lessor's buildings, improvements, equipment and other property now or hereafter located thereon, including those referred to in article 4 (and which, together with said land, are herein collectively called "the premises").

2. The term of this lease shall begin on the date of completion of Lessor's construction of an automobile service station on the premises, as provided in article 4, and shall end on the last day of the sixtieth (60th) full calendar month after such beginning date. Shell shall have options to extend the term of this lease for Four (4) additional period(s), except that the rental for each option period shall be Twenty Five Dollars (\$25.00) more than in the period next preceding the option period which is being exercised, of Five (5) year(s) each, on the same covenants and conditions as herein provided, each of which options Shell may exercise by giving Lessor notice at least forty-five (45) days prior to the expiration of the original term or the then-current extension period, as the case may be.

3. Shell shall pay, as rent for each calendar month during the term of this lease, the sum of Three Hundred Seventy Five Dollars (\$375.00), by check to the order of Lessor, in advance on or before the first day of each such month. Rent for any period less than a calendar month shall be prorated.

4. Lessor shall, at Lessor's expense: (a) obtain from the proper public authorities all licenses and permits necessary to authorize the construction and operation on the premises of an automobile service station (including the removal of existing structures, if required), as hereinafter provided; and (b) construct on the premises an automobile service station, including the buildings, improvements and equipment described in Exhibit A hereto, in accordance with plans and specifications approved by Shell, at a cost of not more than Twenty Nine Thousand Dollars (\$29,000.00), in a good and workmanlike manner satisfactory to Shell and to all public authorities whose approval is required. If Lessor fails (1) diligently to endeavor to obtain such licenses and permits or (2) so to obtain the same as promptly as possible after the date of this lease or (3) diligently to prosecute such construction or (4) so to complete the same as promptly as possible after the licenses and permits have been obtained: Shell may obtain the licenses and permits and/or undertake and/or complete the construction, and charge the cost thereof to Lessor.

5. Shell shall have the rights, at Shell's expense: to use the premises for any lawful purpose; to paint all or any part of the premises in colors of Shell's Selection; to make any alterations that Shell may desire in the premises; and to construct and install on the premises, and alter, any additional buildings, improvements and equipment (including advertising signs and billboards) that Shell may desire. Lessor shall remove from the premises any of Lessor's equipment that Shell elects to replace with its own equipment.

6. Lessor shall pay all taxes, assessments and other charges on the premises, excepting taxes on Shell's property on the premises, and license, utilities and other such charges incurred by Shell's use of or operations on the premises. If Lessor defaults, at any time, in any such payment or in the performance of the obligations of any mortgage or other lien affecting the premises, Shell may remedy such default, in whole or in part, charge to Lessor all costs incurred thereby, and be subrogated to the rights of the holder of such mortgage or other lien.

7. Lessor shall maintain the premises in good structural condition and repair; and shall make all structural repairs or replacements necessitated by any cause other than the negligence of Shell, its lessees or licensees. ("Structural" as used herein, includes the framework, walls, roof, and floor or all structures constructed under Article 4 hereof; the driveways, entrances and sidewalks; and the underground portions of the sewer, water, heating and electrical systems.) Shell shall make all other necessary repairs and replacements, excepting reasonable wear and tear. If, as to any repairs and replacements which Lessor is obligated hereunder to make, Lessor fails to commence making them within five (5) days after Shell gives notice requesting Lessor so to do, or fails to complete the same promptly, Shell may make such repairs or replacements and charge to Lessor the cost thereof. If the premises are rendered wholly or partially unfit for occupancy by any damage or destruction thereof, or if, for any reason other than Shell's negligence, the possession or beneficial use of the premises is interfered with, the rent hereunder shall abate until the premises are fully restored to fitness for occupancy or such interference has ceased.

8. All sums charged to Lessor by Shell hereunder shall be indebtedness of Lessor to Shell payable on demand. If any such indebtedness or any other indebtedness of Lessor to Shell is due at any time, Shell may, in addition to other remedies, withhold all rent accruing hereunder and apply the same to the payment of such indebtedness. If all such indebtedness is not fully paid at the expiration of the original term of this lease or any extension thereof, Shell may, at its option, extend this lease on the same covenants and conditions as herein provided, until such indebtedness is fully paid by application of all rents thereto.

9. At any time during the original term of this lease or any extension thereof or any tenancy thereafter, Shell shall have the option to purchase the premises for the sum of Ninety Thousand Dollars (\$90,000.00), on the terms provided in article 11, which option Shell may exercise by notice to Lessor.

10. If at any time during the original term of this lease or any extension thereof or any tenancy thereafter, Lessor receives from a ready, willing and able purchaser, an acceptable bona fide offer to purchase, or makes a bona fide offer to sell to such a purchaser, the premises or any part thereof or any property which includes all or part of the premises, Lessor shall give Shell notice, setting forth the name and address of the purchaser and the price and terms of the offer, and accompanied by Lessor's affidavit that the proposed sale is in good faith. Shell shall thereupon have, in addition and without prejudice to its rights under article 9, the prior option to purchase the premises or the part thereof or the entire property covered by such offer, at the price and on the terms of the offer but subject to the terms provided in article 11, which option Shell may exercise by giving Lessor notice, within twenty (20) days after Shell's receipt of Lessor's notice of the offer. Shell's failure, at any time, to exercise its option under this article 10 shall not affect this lease or the continuance of Shell's rights and options under article 2, 9 or 10 or any article hereof.

11. Within twenty (20) days after notice of Shell's exercise of any purchase option herein, Lessor shall obtain, at Lessor's expense, and submit to Shell evidence of Lessor's title to the property covered by the exercised option, for examination by Shell's attorneys, (in default whereof Shell may obtain the same and charge to Lessor the cost thereof), and all title opinions, certificates and policies, licenses, permits and surveys relating thereto that Lessor may possess, all of which shall become Shell's property if the sale is consummated. All liens, encumbrances, restrictions and other defects in title shall be cleared by Lessor promptly on notice from Shell. If title is approved by Shell's attorneys and all necessary legal permission for the operation on the premises of an automobile service station, and the use of the premises therefor, is in effect, the sale shall be consummated without unreasonable delay; and Lessor shall convey to

Shell the property covered by the exercised option, by recordable deed with special covenants of warranty and, as to any personal property, by a good and sufficient bill of sale. Taxes for the current year and rent shall be prorated as of the date of delivery of such deed. If title is not approved by Shell's attorneys or all such legal permission is not in effect, the sale shall be consummated or rejected at Shell's option; and Shell may waive any liens and other encumbrances on the premises and reduce the purchase price by the amount thereof. Evidence of Lessor's title means, any evidence of title that Lessor may possess.

12. Shell may at any time assign this lease or sublease all or any part of the premises but shall not thereby be relieved of its obligations hereunder.

13. If, without Shell's fault, the operation on the premises of an automobile service station, or the use of the premises therefor, is prevented, limited or impaired by any act or omission of any governmental authority, or becomes illegal, and such condition continues for thirty (30) days; or if such operation or use is at any time impaired or affected by the closing, relocation, alteration or improvement of any street adjoining the premises; or if all or any part of the premises is condemned for public or quasi-public use; Shell may terminate this lease by giving Lessor at least thirty (30) days' notice.

14. All buildings, improvements, equipment and other property constructed, installed or placed on the premises by Shell or acquired by Shell, at any time during the term of this or any previous lease or any extension thereof or any tenancy thereafter, shall be and remain Shell's property, and Shell shall have the right to remove any or all of the same from the premises, at any time during, and within thirty (30) days after any termination of, this lease or any tenancy thereafter. At the termination of this lease or any tenancy thereafter, Shell shall surrender the premises to Lessor, subject to ordinary wear and tear, to any damage or destruction which Lessor is obligated to repair or replace under article 7, and to Shell's rights under articles 5 and 14. Any holdover by Shell after any termination of this lease shall create no more than a month-to-month tenancy at the rent and on all other applicable conditions herein provided. If forfeiture of this lease be permitted by law for Shell's default, Lessor shall not be entitled to declare any such forfeiture unless Lessor shall have given Shell notice of such default and Shell shall have failed to remedy same within twenty (20) days after receipt of such notice.

15. Lessor covenants that Lessor is well seized of and has good right to lease the premises, will warrant and defend the title thereto, and will indemnify Shell against any damage and expense which Shell may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the premises, if, at any time, Lessor's title or right to receive rent hereunder is disputed, or there is a change of ownership of Lessor's estate by act of the parties or operation of law, Shell may withhold rent thereafter accruing until Shell is furnished proof satisfactory to it as to the party entitled thereto.

16. Notices hereunder shall be given only by registered letter or telegram and shall be deemed given when the letter is deposited in the mail or the telegram filed with the telegraph company, postage or charges prepaid, and addressed to the party for whom intended at such party's address first herein specified, or to such other address as may be substituted therefor by proper notice hereunder.

17. This lease merges and supersedes all prior negotiations, representations and agreements, and constitutes the entire contract, between Lessor and Shell concerning the leasing of the premises and the consideration therefor. Neither this lease nor any amendment or supplement thereto shall be binding on Shell unless and until it is signed in Shell's behalf by a representative duly authorized by its Board of Directors, and a copy thereof so signed is delivered to Lessor. This lease shall be binding on and inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor, and the successors and assigns of Shell.

IN WITNESS WHEREOF, this lease is executed as of the date first herein written.

Witnesses to execution by Lessor:

E. C. Woodward (Seal)
E. C. WOODWARD
Gerard Joseph Dietz (Seal)
Gerard Joseph Dietz
Gerard Joseph Dietz (Seal)
Gerard Joseph Dietz

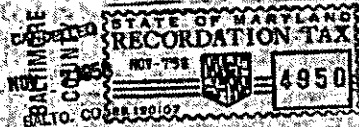
Witnesses to execution by Shell:

R. D. McLaran
R. D. McLARAN
J. O. Seiland
J. O. SEILAND
SHELL OIL COMPANY
By H. S. Eustis
Division Manager
H. S. EUSTIS

EXHIBIT A

(Buildings, improvements and equipment included in the automobile service station to be constructed by Lessor on the premises.)

Shell Type S-22-B, 2 bay, masonry service station - porcelainized on front and office side - tile restrooms - complete with plumbing, electrical and heating systems - paved yard area - entrances to conform to requirements of cognizant governmental authority - installation of all items of Shell-furnished equipment.



STATE OF Maryland)
 County OF Baltimore) SS:

On this 20th day of OCTOBER, 1958, before me,
the Subscriber, Justice OF THE PEACE, a Notary Public in and for said County
 in said State, personally appeared Gerard Joseph Dietz

, to me personally known and known to me to be
 the same person described in and who executed the foregoing instrument,
 and, being fully informed by me of the contents of said instrument, ~~sexually~~
 acknowledged to me that he signed, sealed and delivered the same as
his free and voluntary act and deed, for the uses, purposes and
 consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
 on the aforesaid day and year.

My commission expires: MAY 4, 1959



Philip F. Bennett
 Notary Public
 PHILIP F. BENNETT
 Justice of the Peace

STATE OF MARYLAND)
) SS:
 CITY OF BALTIMORE)

On this 28th day of October, 1958, before me,
Frank E. Todd, a Notary Public in and for said City and
H.S. EUSTIS
 State, personally appeared Frank E. Todd, to me personally known who, being
 by me duly sworn, said that he resides in BALTIMORE, MARYLAND, and that he
 is Division Manager of SHELL OIL COMPANY, the corporation which executed the
 foregoing instrument; and acknowledged to me that he signed said instrument,
 as such Division Manager, in the name and behalf of said corporation, that he
 was thereunto duly authorized by said corporation a board of directors, and
 that said instrument is his free and voluntary act and deed and the free
 and voluntary act and deed of said corporation, for the uses and purposes
 therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
 on the aforesaid day and year.

My commission expires 5/4/59

Frank E. Todd
 Notary Public
 FRANK E. TODD
 BALTIMORE, MD.

MARKETING DIVISION MANAGERS

LIBER 3443 PAGE 278

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY that I, the undersigned, P. M. Ludwig, am an Assistant Secretary of Shell Oil Company, a Delaware corporation, and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on September 22, 1949, and that said resolution is now in full force and effect:

RESOLVED, that the Division Managers and Division Sales Managers of this Company, now or hereafter appointed, be and each of them is hereby authorized, in the name and on behalf of the Company, to execute, deliver, accept, assign, amend, extend or cancel:

(a) leases and subleases of real or personal property, in the usual course of business of the Marketing Division, whether the Company be lessor or lessee or sublessor or sublessee; provided that any such lease or sublease shall not include an option to purchase real property owned in fee by the Company;

(b) notices of rental assignments under any such lease or sublease, and agreements with the assignees as to the rental so assigned;

(c) agreements subordinating any such lease or sublease to any mortgage affecting the property described therein;

(d) right of way, unloading and railway side track agreements;

(e) bills of sale, conditional sale contracts and other instruments transferring title to buildings, materials, improvements and equipment, whether service station, bulk depot or automotive; provided that such bills of sale and other instruments transferring automotive equipment shall describe each item of such equipment, giving the engine and serial numbers thereof;

(f) releases, discharges and satisfactions of chattel mortgages or conditional sale contracts;

(g) bids, proposals and contracts, in the usual course of the business of the Marketing Division, for the sale and delivery of any products sold by this Company, including such bids and proposals to, and contracts with, any federal, state, county, municipal or other governmental authority, together with such bonds and guarantees as may be required in connection therewith;

(h) contracts, in the usual course of business of the Division, with distributors or agents for the sale of products or performance of other services for this Company on a commission basis;

(i) construction, maintenance or paint contracts relating to service stations, bulk depots, warehouses and other buildings and improvements used in connection with the marketing operations of this Company;

(j) such reports and returns as may be required by any governmental authority, in connection with taxes levied by any such authority in respect to products handled by this Company.

It is further certified that

H. S. Eustis

is a

Division Manager of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Company this 24th day of October, 1958.

so18 Rec'd for Record NOV 7 1958

Per George L. Byerly, Clerk

Mailed to Shell Oil Co.

at ¹⁸ 10 7/8 P. M. Ludwig
P. M. Ludwig

WEN5072 MAR017

MEMORANDUM OF AGREEMENT AMENDING AND SUPPLEMENTING LEASE

THIS AGREEMENT, dated January 12, 1970, between GERARD JOSEPH DIETZ and JOHN H. DIETZ, CO-PARTNERS, of 8057 Philadelphia Road, Baltimore, Maryland 21206 as successors in interest to GERARD JOSEPH DIETZ, of 8057 Philadelphia Road, Baltimore, Maryland 21206 (herein called Lessor) and SHELL OIL COMPANY, a Delaware corporation with offices at 700 White Plains Road, Scarsdale, New York 10583 (herein called "Shell");

WITNESSETH:

WHEREAS, by Lease, dated October 20, 1958, GERARD JOSEPH DIETZ, unmarried, leased to Shell premises, (including Lessor's buildings, improvements, and equipment thereon) located at Philadelphia Road and Chesaco Avenue Extension, Rosedale, County of Baltimore, State of Maryland, which Lease (or a Memorandum of which) is recorded in Liber GLB 3443, Folio 273, among the Land Records of Baltimore County, State of Maryland; and

NOW, THEREFORE, Lessor and Shell agree as follows:

1. The term of the Lease, (including any options therein to purchase the premises) shall be and is hereby extended for a primary term beginning on the date of completion of Lessor's modernization of the automobile service station on the premises and ending on the last day of the sixtieth (60th) full calendar month after such date of completion of the modernization with options in Shell to extend for three (3) additional period(s) of five (5) years each, by giving notice at least forty-five (45) days prior to the expiration of the primary term or the then-current extension period, as the case may be, on the same covenants and conditions as provided in the Lease (as heretofore amended or supplemented) and upon the covenants and conditions provided in the Agreement Amending and Supplementing Lease between Lessor and Shell dated September 16, 1969, which is in Shell's files at its offices hereinbefore identified, and is by this reference incorporated herein and made part hereof.

2. The Lease, as heretofore amended or supplemented and hereby amended, supplemented, and extended, is ratified, confirmed and continued.

3. This Agreement shall bind and inure to the benefit of the heirs, administrators, executors, successors, and assigns of Lessor and the successors and assigns of Shell.

IN WITNESS WHEREOF, this Agreement is executed as of the date first herein written.

WITNESSES AS TO THE LESSOR:

Gerard J. Dietz
John H. Dietz

Gerard Joseph Dietz (SEAL)
GERARD JOSEPH DIETZ
"LESSOR"
John H. Dietz (SEAL)
JOHN H. DIETZ
"LESSOR"

WITNESSES AS TO SHELL:

Ralph Imperato
Frank E. Calk

SHELL OIL COMPANY
By: Charles H. Heltzer



MAR 23 1970

146250

TAX \$447.50 REC. 6
STATE PROPERTY TRANSFER FEB 16 70

Clerk

5072 MRE018

STATE OF MARYLAND

COUNTY of BALTIMORE

SS:

On this 12th day of January, 19 70, before me,
a Notary Public of the State aforesaid, personally appeared

GERARD JOSEPH DIETZ and JOHN H. DIETZ, CO-PARTNERS

to me personally known and known to me to be the same person as described in
and who executed the foregoing instrument, and, being fully informed by me of the
contents of said instrument, severally acknowledged to me that they
signed, sealed and delivered the same as their free and voluntary
act and deed, for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the
aforesaid day and year.

My commission expires

Notary Public

STATE OF

of

SS:

I HEREBY CERTIFY, that on this _____ of _____
19____, before me, a Notary Public of the State aforesaid, personally appeared

_____, who acknowledges himself to be

_____ of _____, the corporation which
executed the foregoing instrument, and that he, as such
being authorized so to do, executed the foregoing instrument for the purposes
therein contained and in my presence signed and sealed the same.

WITNESS my hand and notarial seal.

My commission expires

Notary Public

STATE OF NEW YORK

County of Westchester

SS:

On this 23rd day of January, 19 70, before me, a Notary
Public of the State aforesaid, personally appeared Donald W. Mc
to me personally known who, being by me duly sworn, said that he resides in
Saukett Corn, and that he is Marketing Manager
of SHELL OIL COMPANY, the corporation which executed the foregoing instrument, and
acknowledged to me that he signed said instrument, as such Marketing Manager
in the name and behalf of the said corporation, that he was thereunto duly author-
ized by said corporation's board of directors, and that said instrument was his
free and voluntary act and deed and the free and voluntary act and deed of said
corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the
aforesaid day and year.

My commission expires

NOTARY PUBLIC, State of New York
No. 43-2983717
Qualified in Westchester County
Commission Expires March 30, 1971

#1044

Rec'd for record FEB 18 1970 at
Per Crville T. Connell, Clerk

NO CONSIDERATION

THIS DEED, made this 17 day of March, in the year one thousand nine hundred and seventy six, by and between WANDA J. DIETZ, Personal Representative of the Estate of John H. Dietz of Baltimore County in the State of Maryland of the first part and HENRY T. DIETZ, surviving father and heir of John H. Dietz of the second part.

WITNESSETH, that in consideration of the sum of five dollars and other good and valuable considerations, the said Wanda J. Dietz, Personal Representative of the Estate of John H. Dietz does grant and convey unto the said Henry T. Dietz, surviving father and sole heir of John H. Dietz, deceased, his heirs, personal representatives and assigns, in fee simple as tenant in common with Wanda J. Dietz, all those parcels of land situate, lying and being in Baltimore County, State of Maryland aforesaid and described as follows, that is to say:

BEGINNING for the first at an iron pipe on the northwesternmost side of Philadelphia Road and at the intersection of the said side of Philadelphia Road with the south 14 degrees 10 minutes east 102.35 foot line of the land which by a deed dated December 9, 1946 and recorded among the land records of Baltimore County in Liber J.W.B. No. 1546 folio 328 was conveyed by Catherine Helen Selig to Rosedale Passenger Lines Inc., and running thence from the aforesaid place of beginning and binding on the northeasternmost side of Philadelphia Road north 57 degrees 40 minutes east 127.10 feet, thence running for a line of division now made, north 26 degrees 51 minutes west 162.40 feet to the center of a stream there situated, thence binding on the center of said stream and on the outline of the land conveyed as aforesaid by Catherine Helen Selig to Rosedale Passenger Lines Inc., south 28 degrees 10 minutes west 125.90 feet and thence still binding on the outline of the last mentioned land south 14 degrees east 105.00 feet to the place of beginning. Containing 0.34 of an acre, more or less.

BEGINNING for the second in the center of the Philadelphia Road and at the end of the second line of the land which by a deed dated February 15, 1947 and recorded among the land records of Baltimore County in Liber J.W.B. No. 1532 folio 473 was conveyed by Katherine A. Loos to Stanley L. Borlie and Richard M. Colburn, and running thence binding on the center of the Philadelphia Road south 57 degrees 52 minutes west 135.33 feet, thence running by a line of division the two following courses and distances, viz: north 14 degrees west 200 feet, and north 57 degrees 52 minutes east 135.33 feet to intersect the third line of the land conveyed as aforesaid and still binding reversely on said third line south 14 degrees east 200 feet to the place of beginning. Containing 59/100 of an acre, more or less. Saving and Excepting therefrom that portion thereof which by deed dated August 16, 1952 and recorded among said land records in Liber G.L.B. No. 2157 folio 129 was conveyed by Abe Givner to the State Roads Commission of Maryland.

BEING all and the same lots of ground mentioned and described in a deed of February 13, 1960, recorded in the land records of Baltimore County, Liber W.J.R. No. 3667, folio 208, which was granted and conveyed by May C. Dietz and Henry T. Dietz to Gerard J. Dietz and John H. Dietz as tenants in common.

John H. Dietz having died on October 7, 1975. The Estate of John H. Dietz having been opened in Baltimore County, Estate No. 37792, by Wanda J. Dietz, the duly appointed Personal Representative of said estate.

TOGETHER WITH the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Henry T. Dietz, his heirs and assigns in fee simple, as tenant in common with Wanda J. Dietz.

AND the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant specially the property granted and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor.

TEST:

Ch. M. Conrad

Wanda J. Dietz (SEAL)
WANDA J. DIETZ

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17 day of March, 1976, before me, the subscriber, a Notary Public of the State of Maryland, in and for the State and County aforesaid, personally appeared WANDA J. DIETZ the above named grantor and she acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

Anthony Aversa
NOTARY PUBLIC



007***** 225572 91-92 18
008***** 225572 91-92 18

TRANSFER TAX NOT REQUIRED

4-12-76
Walter R. Richardson
Director of Finance

Per *Gene C. R...*
Authorized Signature
No 11-80 - H

Rec'd for record APR 26 1976 at 9:33
Per Elmer H. Kahlino, Jr., Clerk
Mail to *Kathleen H. G...*
Receipt No. *800*

THIS DEED, Made this 14th day of June, in the year one thousand nine hundred and seventy-three, by and between HENRY EDMOND DIETZ, EUGENE L. NOYES, SR. and CHARLES R. JONES, Personal Representatives of the Estate of MARIE HELENE DIETZ, late of Baltimore County, deceased, of the first part; and RAYMOND C. HOMMERBOCKER and ROSE ANNA HOMMERBOCKER, his wife, of Baltimore County, State of Maryland, of the second part.

WHEREAS, the said Marie Helene Dietz departed this life on or about November 21, 1972, seized and possessed of the fee simple property hereinafter described and by her Last Will and Testament duly admitted to probate and recorded in the Office of the Register of Wills for Baltimore County in Wills Liber J.L.D. No. 13 folio 447, she appointed the said parties of the first part as Personal Representatives of her Estate and conferred upon them full power and authority to sell the fee simple property hereinafter described; and

WHEREAS, the said parties of the first part, in exercise and in pursuance of said powers have sold said property unto the said parties of the second part, at and for the sum of TWENTY-FOUR THOUSAND (\$24,000.00) DOLLARS; and

WHEREAS, the said parties of the second part have fully paid and satisfied the purchase money aforesaid unto the said parties of the first part, wherefore these presents are executed.

NOW, THEREFORE, THIS DEED WITNESSETH that in consideration of the sum of Twenty-Four Thousand (\$24,000.00) Dollars, the said parties of the first part in exercise and in pursuance of the powers conferred upon them under the Last Will and Testament of Marie Helene Dietz, do grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them, and the survivor's heirs and assigns, all that lot of ground situate in Baltimore County, State of Maryland, and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lots Nos. 76, 77 and the northern twelve and one-half feet (12-4) of Lot No. 78 which adjoins Lot No. 77 as shown on the Plat of Section A Caton Hills, which Plat is recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 8 folio 48. The improvements thereon being known as No. 2205 Alletta Avenue.

SAID property having a combined frontage on Alletta Avenue of 62.5 feet with an even rectangular depth of 105 feet.

BEING the same lot of ground described in a Deed dated August 31, 1965 and recorded among the Land Records of Baltimore County in Liber O.T.C. No. 4511 folio 69, from Daniel W. Frank and Nellie L. Frank, his wife, unto Bernard B. Dietz and Marie H. Dietz, his wife. The said Bernard B. Dietz predeceased the said Marie H. Dietz, who is also known as Marie Helene Dietz.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges and appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises, unto and to the use of the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them, and the survivor's heirs and assigns, forever, in fee simple.

ACB 9 0 1 15

360.00 MSC

WITNESS the hands and seals of said grantors.

TEST:

Marika A. Craft
Marika A. Craft

Henry Edmond Dietz (SEAL)
Henry Edmond Dietz

Eugene L. Noyes, Sr. (SEAL)
Eugene L. Noyes, Sr.

Charles R. Jones (SEAL)
Charles R. Jones

PERSONAL REPRESENTATIVES OF THE ESTATE OF
MARIE HELENE DIETZ, deceased

STATE OF MARYLAND, CITY OF BALTIMORE,

TO WIT:

I HEREBY CERTIFY, that on this 14th day of June, 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared HENRY EDMOND DIETZ, EUGENE L. NOYES, SR. and CHARLES R. JONES, Personal Representatives of the Estate of Marie Helene Dietz, deceased, and they acknowledged the foregoing Deed to be their act, deed and for the purposes therein set forth.

AS WITNESS my hand and notarial seal



Marika A. Craft
Notary Public
Marika A. Craft

0011*** 25826611 02-51 MAY
00021*** 25626611 02-51 MAY
0267*** 25026611 02-51 MAY
02012*** 25026611 02-51 MAY

Rec'd for record JUN 15 1973 at 12
Bar Elmer H. Kahline, Jr., Clerk
Mail to REAL ESTATE TITLE CO., INC.
Receipt No. 11.00

D-284-21 (Rev. 12-74)

AGREEMENT TERMINATING LEASE

THIS IS AN AGREEMENT dated March 5, 19 81 between Wanda J. Dietz and The Estate of Henry T. Dietz of Baltimore, Maryland ("Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 5565 Sterrett Place in Columbia, Maryland ("Shell"):

RELATING to the Lease between Lessor (or Lessor's predecessor) and Shell (or Shell's predecessor) dated October 20, 19 58, recorded by Memorandum of Lease in Book 118 of GLB No. 3443, Folio Page 273, in the Office of Land Records of Baltimore County, Maryland, and covering premises located at 8014 Philadelphia Road in Baltimore, Maryland in that County ("Premises"), as supplemented, amended and/or extended ("Lease").

1. THE LEASE is hereby terminated, effective as of March 31-2-919 827589 ****13C0
APR -2-81 127589A2 ****13C0

2. EACH OF Lessor and Shell releases the other, as of the date of this Agreement, from all claims which each now has against the other (whether or not known to either) arising directly or indirectly under, out of or in connection with the Lease; but Shell reserves its rights under the Lease to remove its property from the Premises.

John
~~3. LESSOR (a) acknowledges that there are, on the Premises, underground storage tanks and/or other equipment which may contain flammable, explosive and/or toxic liquids or vapors, and (b) agrees to indemnify Shell against any claims, suits, liabilities and expenses on account of personal injury or death or property damage arising out of or happening in connection with such tanks or other equipment, after the effective date of the Lease's termination.~~
W. J. D.

INITIALS

DCH

HERE

EXECUTED as of the date first herein specified.

WITNESSES to Lessor's execution:

Stephen J. Nolan
Wanda J. Dietz
Philip F. Bennett
James L. Mullane, Jr.

Wanda J. Dietz (SEAL)
Wanda J. Dietz

James L. Mullane, Jr. (SEAL)
James L. Mullane, Jr.,
Personal Representative of the
Estate of Henry T. Dietz

WITNESSES to Shell's execution:

Phil
Phillips

SHELL OIL COMPANY

By *D. R. Healy*

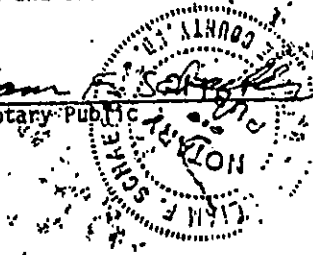
STATE OF MARYLAND }
COUNTY OF BALTIMORE } ss:

On this 5th day of MARCH, 1981, before me,
WILLIAM F. SCHAEFER, a Notary Public in and for said County and
State, personally appeared D. R. HEALY to me personally known who, being by
me duly sworn, said that he resides in MONTGOMERY COUNTY, MARYLAND
and that he is a DISTRICT MANAGER, of SHELL OIL COMPANY, the corporation
which executed the foregoing instrument, and acknowledged to me that he signed
said instrument, as such DISTRICT MGR., in the name and behalf of said corporation,
that he was thereunto duly authorized by said corporation's board of directors, and
that said instrument is his free and voluntary act and deed and the free and
voluntary act and deed of said corporation, for the uses and purposes therein set
forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on
the aforesaid day and year.

My Commission expires: 7-1-82

William F. Schaefer
Notary Public



STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

On this 16th day of March, 1981, before me,
Alene W. Kornman, a Notary Public in and for said
 County and State, personally appeared WANDA DIETZ to me personally
 known who, being by me duly sworn, said that she resides in
 Baltimore County, Maryland, and acknowledged to me that she signed
 said Agreement Terminating Lease, and that said Agreement Terminating
 Lease is her free and voluntary act and deed, for the uses and
 purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official
 seal on the aforesaid day and year.

My Commission Expires:

7-1-82

Alene W. Kornman
 NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

On this 16th day of March, 1981, before me,
Alene W. Kornman, a Notary Public in and for said
 County and State, personally appeared JAMES L. MULLANEY, JR., to me
 personally known who, being by me duly sworn, said that he resides
 in Baltimore County, Maryland, and that he is the Personal Representa-
 tive of the Estate of Henry T. Dietz, and he acknowledged to me
 that he signed said Agreement Terminating Lease, as such Personal
 Representative, in the name and behalf of said Estate, and that said
 Agreement Terminating Lease is his free and voluntary act and deed,
 for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official
 seal on the aforesaid day and year.

My Commission Expires:

7-1-82

Alene W. Kornman
 NOTARY PUBLIC

See's for record 'APR 2 1981 at

For Elmer H. Kahline, Jr., Clerk

Mail to Robert Phinney William
 Receipt No. 13-00

THIS DEED, made this 8th day of May in the year one thousand nine hundred and eighty-one, by and between JAMES L. MULLANEY, JR., Personal Representative of the Estate of Henry T. Dietz, deceased, party of the first part, Grantor, and JAMES WILLIAM DARIN and THOMAS EDWARD DARIN, parties of the second part, Grantees.

WHEREAS, the said Henry T. Dietz departed this life, testate, on or about the 29th day of July, 1979, seized and possessed of an undivided one-half ($\frac{1}{2}$) interest in and to the hereinafter described fee simple lots of ground; and,

WHEREAS, by Order of the Orphans' Court for Baltimore County dated August 13, 1979, in the matter of the Estate of Henry T. Dietz (Estate Docket 45, folio 101 - No. 44676) the said James L. Mullaney, Jr., was appointed Personal Representative and has qualified as such; and,

WHEREAS, the said James L. Mullaney, Jr., Personal Representative as aforesaid, has agreed to sell all of the decedents undivided one-half ($\frac{1}{2}$) interest in and to the hereinafter described fee simple lots of ground at and for the sum of Thirty Thousand and 00/100ths (\$30,000.00) Dollars, unto the within Grantees, which said sum has been fully paid and satisfied, wherefore these presents are executed.

NOW, THEREFORE, THIS DEED, WITNESSETH, that in consideration of the premises and the payment in full of the sum of \$30,000.00, the receipt whereof is hereby acknowledged, the said Grantor, in exercise of the powers in him vested, does hereby grant and convey unto the said Grantees as tenants in common and not as joint tenants, their respective heirs, personal representatives and assigns, all that undivided one-half ($\frac{1}{2}$) interest in fee simple in and to all those two lots of ground, situate and lying in Baltimore County, State of Maryland, and described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

BEING the same two lots of ground which by Deed dated March 17, 1976 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5625, folio 859, was granted and conveyed by Wanda J. Dietz, Personal Representative, unto the said Henry T. Dietz in fee simple.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lots of ground and premises to the said Grantees as tenants in common, and not as joint tenants, their respective heirs, personal representatives and assigns, in fee simple.

AND the said party of the first part hereby covenants that he will execute such further assurances of the same as may be requisite.

SCHEDULE "A"

BEGINNING FOR THE FIRST, at an iron pipe on the northwesternmost side of Philadelphia Road and at the intersection of the said side of Philadelphia Road with the south 14 degrees 10 minutes east 102.35 foot line of the land which by a deed dated December 9, 1946 and recorded among the Land Records of Baltimore County in Liber J.W.B. No. 1526, folio 328, was conveyed by Catherine Helen Seling to Rosedale Passenger Lines, Inc., and running thence from the aforesaid place of beginning and binding on the northernmost side of Philadelphia Road north 57 degrees 40 minutes east 127.10 feet, thence running for a line of division now made, north 26 degrees 51 minutes west 162.40 feet to the center of a stream there situated thence binding on the center of said stream and on the outline of the land conveyed as aforesaid by Catherine Helen Seling to Rosedale Passenger Lines Inc., south 28 degrees 10 minutes west 125.90 feet and thence still binding on the outline of the last mentioned land south 14 degrees east 105.00 feet to the place of beginning. Containing 0.34 of an acre of land, more or less.

BEGINNING FOR THE SECOND in the center of the Philadelphia Road at the end of the second line of the land which by deed dated February 15, 1947 and recorded among the land records of Baltimore County in Liber J.W.B. No. 1532, folio 473 was conveyed by Katherine A. Loos to Stanley L. Borlie and Richard M. Colburn, and running thence binding on the center of the Philadelphia Road south 57 degrees 52 minutes west 135.33 feet, thence running by a line of division the two following courses and distances, viz: north 14 degrees west 200 feet, and north 57 degrees 52 minutes east 135.33 feet to intersect the third line of the land conveyed as aforesaid and still binding reversely on said third line south 14 degrees east 200 feet to the place of beginning. Containing 59/100 of an acre, more or less. Saving and Excepting, however therefrom that portion thereof which by deed dated August 16, 1952 and recorded among the said land records in Liber G.L.B. No. 2157, folio 129, was conveyed by Abe Givner to the State Roads Commission of Maryland.

WITNESS the hand and seal of said grantor.

WITNESS:

Beverly A. Dalesio

JAMES L. MULLANEY, JR. (SEAL)
Personal Representative of the Estate
of Henry T. Dietz, deceased

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY, That on this 8th day of May, in the year one thousand nine hundred and eighty-one, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared James L. Mullaney, Jr., as the Personal Representative of the Estate of Henry T. Dietz, deceased, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: 7/1/82



Beverly A. Dalesio, Notary Public

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132202 132202 10-51 AM
132203 132203 13-51 AM
132204 132204 12-51 AM

rec'd for record MAY 15 1981 at 11:01
Per Elmer H. Kahline, Jr., Clerk
Mail to Covach & Bozars
Receipt No. 13.00

LEAF 6206 11629

DEED — FEE SIMPLE — INDIVIDUAL GRANTOR — LONG FORM

This Deed, MADE THIS 8th day of May

in the year one thousand nine hundred and eighty-one by and between

WANDA J. DIETZ

of Baltimore County, State of Maryland of the first part, and

JAMES WILLIAM DARIN and THOMAS EDWARD DARIN

of the second part.

WITNESSETH, That in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the actual consideration paid or to be paid is \$60,000.00,

the said Wanda J. Dietz

does grant and convey to the said James William Darin and Thomas Edward Darin, as tenants in common and not as joint tenants, their heirs

personal representatives, ~~and assigns~~ and assigns all her one-half / interest, in fee simple, all

those two lots of ground situate in Baltimore County, State of Maryland and described as follows, that is to say:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

BEING all and the same undivided one-half ($\frac{1}{2}$) interest in those two lots of ground which by Deed dated June 4, 1975 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5535, folio 276, were granted and conveyed by Wanda J. Dietz, Executrix, unto the within Grantor, in fee simple.

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SCHEDULE "A"

BEGINNING FOR THE FIRST, at an iron pipe on the northwesternmost side of Philadelphia Road and at the intersection of the said side of Philadelphia Road with the south 14 degrees 10 minutes east 102.35 foot line of the land which by a deed dated December 9, 1946 and recorded among the Land Records of Baltimore County in Liber J.W.B. No. 1526, folio 328, was conveyed by Catherine Helen Seling to Rosedale Passenger Lines, Inc., and running thence from the aforesaid place of beginning and binding on the northernmost side of Philadelphia Road north 57 degrees 40 minutes east 127.10 feet, thence running for a line of division now made, north 26 degrees 51 minutes west 162.40 feet to the center of a stream there situated thence binding on the center of said stream and on the outline of the land conveyed as aforesaid by Catherine Helen Seling to Rosedale Passenger Lines Inc., south 28 degrees 10 minutes west 125.90 feet and thence still binding on the outline of the last mentioned land south 14 degrees east 105.00 feet to the place of beginning. Containing 0.34 of an acre of land, more or less.

BEGINNING FOR THE SECOND in the center of the Philadelphia Road at the end of the second line of the land which by deed dated February 15, 1947 and recorded among the land records of Baltimore County in Liber J.W.B. No. 1532, folio 473 was conveyed by Katherine A. Loos to Stanley L. Borlie and Richard M. Colburn, and running thence binding on the center of the Philadelphia Road south 57 degrees 52 minutes west 135.33 feet, thence running by a line of division the two following courses and distances, viz: north 14 degrees west 200 feet, and north 57 degrees 52 minutes east 135.33 feet to intersect the third line of the land conveyed as aforesaid and still binding reversely on said third line south 14 degrees east 200 feet to the place of beginning. Containing 59/100 of an acre, more or less. Saving and Excepting, however therefrom that portion thereof which by deed dated August 16, 1952 and recorded among the said land records in Liber G.L.B. No. 2157, folio 129, was conveyed by Abe Givner to the State Roads Commission of Maryland.

REF 6286 PAGE 31

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND TO HOLD the said described lot S of ground and premises to the said James William Darin and Thomas Edward Darin, as tenants in common and not as joint tenants, their heirs,

personal representatives/~~XXXXXXXXXX~~
and assigns, in fee simple.

AND the said party of the first part hereby covenant s that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant specially the property hereby granted; and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor.

Test:

Wanda J. Dietz (SEAL)
WANDA J. DIETZ

Beverly A. DaLesio

(SEAL)

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY, That on this 8th day of May, in the year one thousand nine hundred and eighty-one, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Wanda J. Dietz

known to me (or satisfactorily proven) to be the person whose name ~~is~~ are subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Beverly A. DaLesio, Notary Public

My Commission expires: 7/1/82

Acc'd for record MAY 15 1981 at 11:02 A
Per Elmer H. Kahline, Jr., Clerk
Mail to Cowley & Booyen
Receipt No. 12.00

FEE-SIMPLE DEED-CODE-City or County

BEGINNING FOR THE SECOND in the center of the Philadelphia Road at the end of the second line of the land which by deed dated February 15, 1947 and recorded among the land records of Baltimore County in Liber J.W.B. No. 1532, folio 473 was conveyed by Katherine A. Loos to Stanley L. Borlie and Richard M. Colburn, and running thence binding on the center of the Philadelphia Road south 57 degrees 52 minutes west 135.33 feet, thence running by a line of division the two following courses and distances, viz: north 14 degrees west 200 feet, and north 57 degrees 52 minutes east 135.33 feet to intersect the third line of the land conveyed as aforesaid and still binding reversely on said third line south 14 degrees east 200 feet to the place of beginning. Containing 59/100 of an acre, more or less. Saving and Excepting, however, therefrom that portion thereof which

C RC/F 14.00
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05/21/84

hereby acknowledged,
said THOMAS EDWARD DARIN

grant and convey unto the said JAMES WILLIAMS

STATE DEPARTMENT OF AGRICULTURE
ASSESSMENTS & TAXATION

32 5-17-34 DATE

NOT APPLICABLE SIGNATURE

DATE 5-17-34

CLERK

(1/2) Inter

TRANSFER TAX NOT REQUIRED

2000

11-11-68

For Blank Y Blank

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Date 2-10-79 Sec. 11-85

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Journal of Management Education 30(6)

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MSA CR62 0589 Date available 18/05/2016, Period 03/27/2018

00006714 000248

dated May 8, 1981 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 6286, folio 628, by James L. Mallanby, Jr., Personal Representative of the Estate of Henry T. Dietz, conveying all of that undivided one-half (1/2) interest in said lots of ground unto the said James William Darin and Thomas Edward Darin, in fee simple, Thomas Edward Darin being the grantor herein, and a Deed dated the 18th day of May, 1981, and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 6286, folio 629, by Wanda J. Dietz, Grantor, conveying all of her undivided one-half (1/2) interest in those two lots of ground unto the said James William Darin and Thomas Edward Darin, in fee simple, Thomas Edward Darin being the grantor herein.

6714-249

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot^s of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said

JAMES WILLIAM DARIN

his heirs and assigns, in fee simple.

And the said party of the first part hereby covenant that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted and that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

TEST:

Wanda J. Peterson

Thomas Edward Darin (SEAL)
THOMAS EDWARD DARIN

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of November in the year one thousand nine hundred and eighty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THOMAS EDWARD DARIN

the above named grantor and he acknowledged the foregoing Deed to be his act.

THIS DEED, Made this 7th day of January, in the year two thousand four, by and between **JAMES WILLIAM DARIN**, party of the first part, GRANTOR, and **DAYS WOODS PROPERTIES LLC**, A Maryland limited liability company, party of the second part, GRANTEE.

WITNESSETH, That in consideration of the sum of \$190,000.00 and other valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey and assign unto the said Grantee, its successors and assigns in fee simple, all those lots of ground situate in Baltimore County in the State of Maryland, and described as follows, that is to say:

BEING all that lot of ground situate in the 14th Election District of Baltimore County and more fully described in "Exhibit A" attached hereto and made a part hereof.

BEING the same property described in two Deeds to James William Darin and Thomas Edward Darin, as tenants in common, dated May 8, 1981 and recorded among the Land Records of Baltimore County:

1. From Wanda J. Dietz, recorded in Liber E.H.K.Jr. No. 6286 folio 629.
2. From James L. Mullaney, Jr., Personal Representative of the Estate of Henry T. Dietz, recorded in Liber E.H.K.Jr. No. 6286 folio 626.

SEE ALSO a Deed dated November 7, 1983 and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. 6714 folio 247, whereby Thomas Edward Darin conveyed his one-half interest in said property to James William Darin.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances, and advantages to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the said described lots of ground and premises unto and to the use of the said Grantee, its successors and assigns, in fee simple.

AND the said Grantor hereby covenants that the Grantor has not done or suffered to be done any act, matter or thing whatever to encumber the property hereby conveyed; and to warrant

EXHIBIT "A"

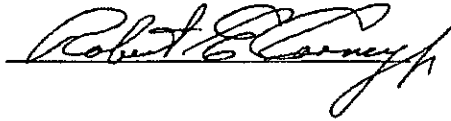
BEGINNING FOR THE FIRST at an iron pipe on the northwesternmost side of Philadelphia Road and at the intersection of the said side of Philadelphia Road with the South 14 degrees 10 minutes East 102.35 foot line of the land which by a Deed dated December 9, 1946 and recorded among the Land Records of Baltimore County in Liber JWB No. 1526, folio 328, was conveyed by Catherine Helen Seling to Rosedale Passenger Lines, Inc., and running thence from the aforesaid place of beginning and binding on the northernmost side of Philadelphia Road North 57 degrees 40 minutes East 127.10 feet, thence running for a line of division now made, North 26 degrees 51 minutes West 162.40 feet to the center of a stream there situated thence binding on the center of said stream and on the outline of the land conveyed as aforesaid by Catherine Helen Seling to Rosedale Passenger Lines, Inc., South 28 degrees 10 minutes West 125.90 feet and thence still binding on the outline of the last mentioned land South 14 degrees East 105.00 feet to the place of beginning. Containing 0.34 of an acre of land, more or less.

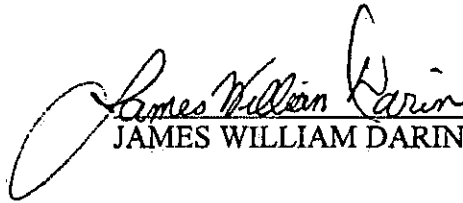
BEGINNING FOR THE SECOND in the center of the Philadelphia Road at the end of the second line of the land which by Deed dated February 15, 1947 and recorded among the Land Records of Baltimore County in Liber JWB No. 1532, folio 473 was conveyed by Katherine A. Loos to Stanley L. Bórlie and Richard M. Colburn, and running thence binding on the center of the Philadelphia Road South 57 degrees 52 minutes West 135.33 feet, thence running by a line of division the two following courses and distances, viz: North 14 degrees West 200 feet, and North 57 degrees 52 minutes East 135.33 feet to intersect the third line of the land conveyed as aforesaid and still binding reversely on said third line South 14 degrees East 200 feet to the place of beginning. Containing 59/100 of an acre, more or less. Saving and Excepting, however therefrom that portion thereof which by Deed dated August 16, 1952 and recorded among the said Land Records in Liber GLB No. 2157, folio 129, was conveyed by Abe Givner to the State Roads Commission of Maryland.

0019617 362

WITNESS the hands and seals of said Grantor:

WITNESS:

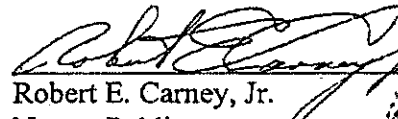


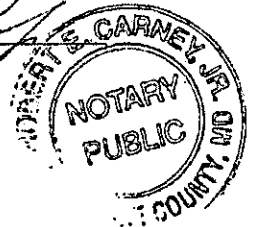
 (SEAL)
JAMES WILLIAM DARIN

STATE OF MARYLAND, COUNTY OF BALTIMORE; TO WIT:

I HEREBY CERTIFY, that on this 23rd day of December, 2003, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared James William Darin known (or satisfactorily proven) to me to be the person whose name is subscribed to the within Deed and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same, and further acknowledged that the consideration as stated above is true and correct.

AS WITNESS my hand and Notarial Seal.


Robert E. Carney, Jr.
Notary Public



My Commission Expires: 02/01/04

This is to certify that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney.


Robert E. Carney, Jr.
Attorney

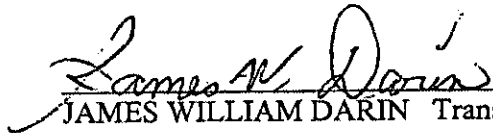
0019617 363

**STATEMENT / AFFIDAVIT AS TO TOTAL
PAYMENT MADE PURSUANT TO TG Sec 10-912(b)(2)**

THE undersigned hereby make(s) oath, in due form of law and under the penalties of perjury, that the following statements are true and correct to the best of my/our information, knowledge and belief in accordance with Section 10-912(b)(2) of the Tax General Article, Annotated Code of Maryland:

1. That I/we am/are the transferor(s) of that real property described in the accompanying Deed or other instrument of transfer (the property);
2. That I/we have examined the settlement statement prepared in connection with the transfer of the property, including both the gross amounts due to me/us and the listing of expenses and adjustments which result in a reduction in the net proceeds of sale due me/us;
3. That with respect to the determination of "total payment" as set forth below, and for the purpose of complying with the provisions of TG Sec 10-912(b)(2):
 - (a) the "total payment", includes the fair market value of any property transferred to me/us as of the sale;
 - (b) in calculating the deductions from gross proceeds, "debts incurred in contemplation of sale" (meaning debts secured by the property that were incurred within 120 days of the sale, such as loan funds received from a financing or disbursements under a previous or new line of credit made within 120 days prior to the sale of the property) were not deducted from gross proceeds; and
 - (c) in calculating the deductions from gross proceeds, only my/our expenses arising out of the sale or exchange of the property have been deducted.
4. That the amount of "total payment" for the purpose of complying with TG Sec 10-912(b)(2) is \$136,482.00.

Dated this 7th day of January, 2004.


JAMES WILLIAM DARIN Transferor / Affiant

Transferor / Affiant

6019617 364

FILE # 03-2168L

State of Maryland Instrument Intake Sheet

☐ Baltimore City ☒ County: Baltimore County

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only — All Copies Must Be Legible)

1	Type(s) of Instruments	☐ Check Box if Addendum Intake Form is Attached.				IMP FD SURE \$ 20.00 RECORDING FEE 20.00 TR TAX STATE 950.00 NON-RESIDENT 6,482.91 TOTAL 7,472.91 Reg# BA06 Rcpt # 54068 SH BC Blk # 3444 Feb 18, 2004 09:11 am
2	Conveyance Type Check Box	☐ Deed ☐ Deed of Trust ☐ Improved Sale ☐ Arms-Length [1] ☐ Unimproved Sale ☐ Arms-Length [2] ☐ MultipleAccounts ☐ Arms-Length [3] ☐ Not an Arms-Length Sale [9]				
3	Tax Exemptions (if Applicable) Cite or Explain Authority	☐ Recordation ☐ State Transfer ☐ County Transfer				
4	Consideration and Tax Calculations	Consideration Amount Purchase Price/Consideration \$ 190,000.00 Any New Mortgage \$ 152,000.00 Balance of Existing Mortgage \$ Other: \$ Other: \$ Full Cash Value \$		Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X () % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ Recordation Tax Consideration \$ X () per \$500 = \$ TOTAL DUE \$		
5	Fees	Amount of Fees Recording Charge \$ 20.00 Surcharge \$ 20.00 State Recordation Tax \$ 950.00 State Transfer Tax \$ 950.00 County Transfer Tax \$ 2850.00 Other \$ Other \$		Doc. 1 Doc. 2 Agent: Tax Bill: C.B. Credit: Ag. Tax/Other		
6	Description of Property (SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).)	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.
		14	04-036476	8255/305		
		Subdivision Name				
		Lot (3a)				
		Block (3b)				
		Sect/AR(3c)				
		Plat Ref.				
		SqFt/Acreage (4)				
		Location/Address of Property Being Conveyed (2)				
		8014 Philadelphia Road, Baltimore, MD 21237				
		Other Property Identifiers (if applicable)				
		Water Meter Account No.				
		14-04-036475				
		Residential ☒ or Non-Residential ☐ Fee Simple ☒ or Ground Rent ☐ Amount:				
		Partial Conveyance? ☐ Yes ☒ No Description/Amt. of SqFt/Acreage Transferred:				
		If Partial Conveyance, List Improvements Conveyed: <u>CHP</u>				
7	Transferred From	Doc. 1 - Grantor(s) Name(s)		Doc. 2 - Grantor(s) Name(s)		
		JAMES WILLIAM DARIN		DAYS WOODS PROPERTIES LLC		
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)		
8	Transferred To	Doc. 1 - Grantee(s) Name		Doc. 2 - Grantee(s) Name(s)		
		DAYS WOODS PROPERTIES LLC		TRSTE INC, trustee		
		New Owner's (Grantee) Mailing Address				
		7502 Days Woods Court, Kingsville, MD 21087				
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)		Doc. 2 - Additional Names to be Indexed (Optional)		
				Wachovia Bank		
10	Contact/Mail Information	Instrument Submitted By or Contact Person				☐ Return to Contact Person ☐ Hold for Pickup ☐ Return Address Provided
		Name: HEATHER STEINHILBER				
		Firm: Moore, Carney, Ryan & Lattanzi, L.L.C.				
		Address: 4111 E. Joppa Road, Suite 201				
		Baltimore, MD 21236-2288 Phone: 410-529-4600				
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER					
	Assessment Information	☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence? ☐ Yes ☒ No Does transfer include personal property? If yes, identify:				

00262861 7371

SHA 63.11-25 3/1/90

Mailing Address:
Records and Research Section
707 North Calvert Street
Baltimore, Maryland 21202

DEED
TO
THE STATE OF MARYLAND
TO THE USE OF
THE STATE HIGHWAY ADMINISTRATION
OF THE
MARYLAND DEPARTMENT OF TRANSPORTATION

Right of Way Item No. 96239

R/W Contract No. BA688A31

THIS DEED made this 16th day of October in the year 2007.

From **DAYS WOODS PROPERTIES, LLC**, Grantor, unto the State of Maryland to the use of the State Highway Administration of the Department of Transportation, Grantee.

WHEREAS, the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland, finds it necessary to acquire the land, easements, rights and/or controls, located in Baltimore County and shown and/or indicated on State Highway Administration Plat numbered **57515**, which plat has been or is intended to be filed for record with and electronically recorded by the Maryland State Archives, in order to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, known as MD 7 (Philadelphia Rd.) from US 40 to I 695 under its Contract Number BA6885184, and to thereafter use, maintain and/or further improve said highway and/or bridge, as a part of the Maryland State Roads System; and

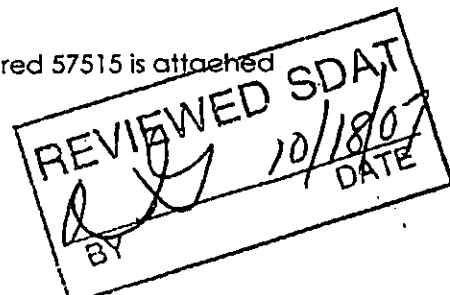
WHEREAS, the total payment per §10-912(b) of the Tax-General Article of the Annotated Code of Maryland is Nineteen Thousand Six Hundred Three and 00/100 Dollars (\$19,603.00); and

WHEREAS, the undersigned certifies under penalties of perjury that the following is true to the best of his/her/their knowledge, information and belief, in accordance with §10-912(d)(1)(i) of the Tax-General Article of the Annotated Code of Maryland, that Grantor is a resident entity under Section 10-912 (a) (4) of the Tax-General Article of the Annotated Code of Maryland, the undersigned is an agent of GRANTOR, and the undersigned has the authority to sign this document on Grantor's behalf.

NOW, THEREFORE, THIS DEED AND RELEASE WITNESSETH: That for and in consideration of the above premises, One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey unto the STATE OF MARYLAND, TO THE USE OF THE STATE HIGHWAY ADMINISTRATION OF THE MARYLAND DEPARTMENT OF TRANSPORTATION, its successors and assigns, FOREVER IN FEE SIMPLE, all right, title and interest, free and clear of all liens and encumbrances, in and to:

ALL THE LAND, containing 597 square feet or 0.0137 of an acre of land, more or less, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the outermost lines designated "Right of Way Line" as shown shaded on State Highway Administration Plat numbered 57515, all of which plat is made a part hereof, so far as the property and/or rights may be affected by the said proposed highway and/or bridge, and the appurtenances thereto belonging, or in anywise appertaining.

A reduced copy of State Highway Administration Plat numbered 57515 is attached hereto and incorporated herein as Exhibit No. 1.



00262861 1381

BEING a part of the same property conveyed by a deed dated January 7, 2004, and recorded among the Land Records of Baltimore County in SM Liber No. 19617, folio 360, from James William Darin unto Days Woods Properties, LLC.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

AND THE GRANTOR DOES hereby covenant and agree, on behalf of itself, its successors and assigns, to abide by and respect each and every control or restriction set forth in this instrument of writing, it being the intention of this conveyance to perpetuate all the rights and privileges granted to the State of Maryland, to the use of the State Highway Administration, by this deed. It is expressly understood and agreed that these covenants shall run with and bind upon the Grantor, its successors and assigns, forever.

IT IS UNDERSTOOD AND AGREED that the actual consideration paid by the Grantee to the Grantor shall constitute full and final payment for the Grantee's acquisition of the land, easements, rights, privileges and controls, as well as Grantee's use thereof, all as described herein including, if applicable, any damages available under Section 12-104 of the Real Property Article of the Annotated Code of Maryland.

TO HAVE AND TO HOLD the land and premises above described and mentioned and hereby intended to be conveyed unto the proper use and benefit of the State of Maryland, to the use of the State Highway Administration of the Maryland Department of Transportation, its successors and assigns, forever in fee simple, together with the rights, easements, privileges and controls hereinbefore mentioned.

AND the Grantor covenants that it has neither done, nor suffered to be done, anything to encumber the property, easements and/or rights, etc., hereby conveyed and that it will execute such other and further assurance of same as may be requisite and will specially warrant the herein conveyed property.

AND Wachovia Bank, N.A. join in this conveyance for the purpose of releasing the land, easements and/or rights herein conveyed from the operation and effect of any mortgage and/or lien which they hold upon the property of the Grantor, retaining their rights as mortgagees and/or lienors in and to the remainder of the land of the Grantor not affected by this conveyance.

The actual consideration paid by the Grantee to the Grantor is Nineteen Thousand Six Hundred and Three and 00/100 Dollars (\$19,603.00).

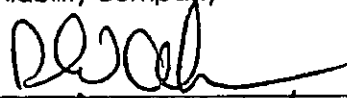
IN WITNESS WHEREOF the Grantor has hereunto has caused this instrument to be executed and delivered by its proper and duly authorized officer as the act and deed of said entity.

ATTEST:



DAYS WOODS PROPERTIES, LLC, a Maryland
limited liability company

By:



(Seal)

Name: PETER N. ALADAS
Title: MANAGING MEMBER

00262861 7391

ATTEST:

WACHOVIA BANK, N. A.

Don WeneBy: [Signature] (Seal)
Name: Jeffrey C. Long Sr.
Title: Service Vice PresidentSTATE OF MARYLAND - COUNTY OF Balto

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for Balto County, personally appeared Peter Alatzas, who acknowledged himself to be the managing member of Days Woods Properties, LLC, and that he, as such member, being authorized so to do executed the foregoing deed on behalf of Days Woods Properties, LLC, and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the limited liability company.

AS WITNESS MY HAND AND NOTARIAL SEAL this 16th day of October in the year 2007[Signature] (Seal)
Notary PublicMy Commission Expires: 5-1-2011STATE OF MARYLAND - COUNTY OF Balto

I hereby certify that, before me, the subscriber, a NOTARY PUBLIC of the STATE OF MARYLAND, in and for Balto County, personally appeared Jeffrey C. Long Sr., who acknowledged him to be the Sr. V. president of Wachovia Bank, N. A., and that he, as such officer, being authorized so to do executed the foregoing deed on behalf of the Corporation and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation.

AS WITNESS MY HAND AND NOTARIAL SEAL this 16th day of October in the year 2007[Signature] (Seal)
Notary PublicMy Commission Expires: 5-1-2011

Return Recorded Deed to:
Chief
Records and Research Section
State Highway Administration
707 North Calvert Street
Baltimore, MD 21202

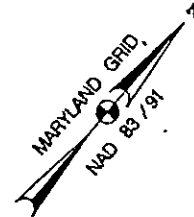
I HEREBY CERTIFY that this instrument was prepared under my supervision, an attorney admitted to practice by the Court of Appeals of Maryland.

[Signature]
Assistant Attorney General

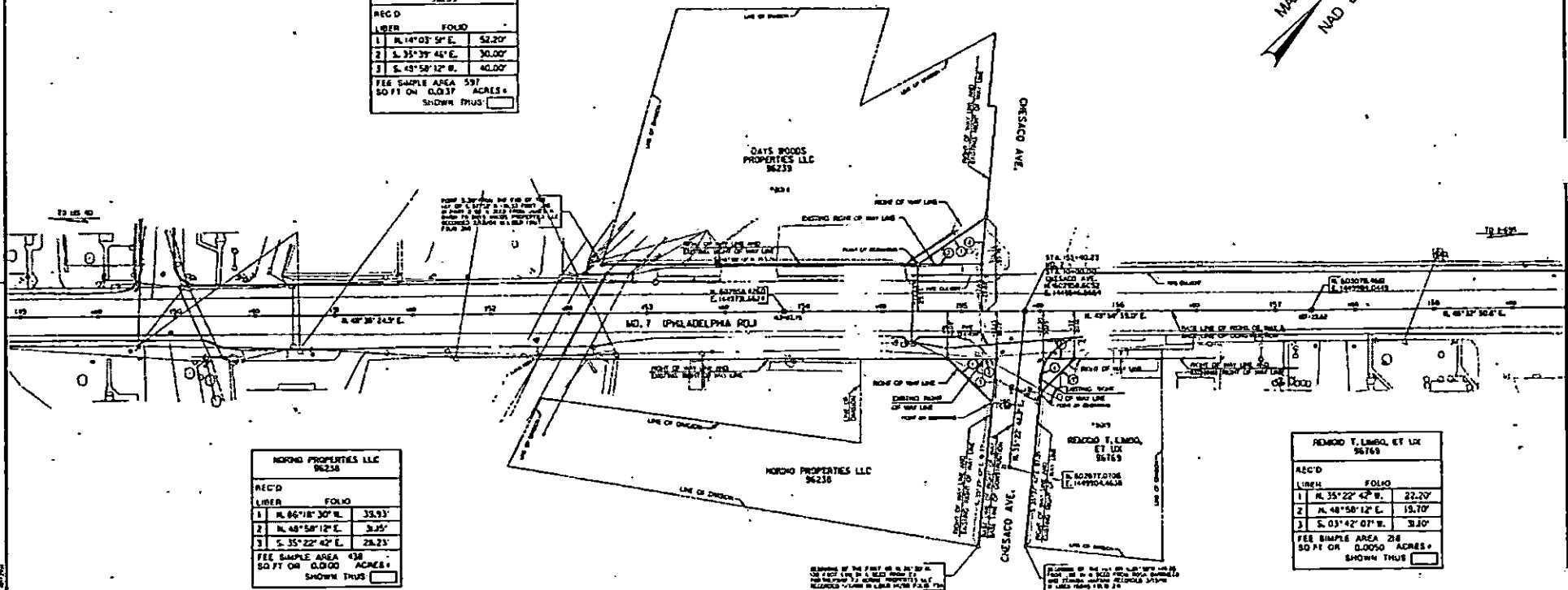
As a transfer of property to an agency of the State of Maryland, this instrument is not subject to recordation tax (Pursuant to Section 12-108(a) of the Tax-Property Article of the Annotated Code of Maryland) and transfer tax (Pursuant to Section 13-207(a)(1) of the Tax-Property Article of the Annotated Code of Maryland).

This instrument is being presented for recording by, or on behalf of, an agency of the State of Maryland, which is a party to this instrument. Therefore, for the reasons described in a letter from the Office of the Attorney General dated December 21, 2001, this instrument is to be recorded without charge for the recording fee and Real Property Records Improvement Fund surcharge which would otherwise be due pursuant to Section 3-601 of the Real Property Article and Section 13-604 of the Courts and Judicial Proceedings Article, respectively, of the Annotated Code of Maryland.

00262861 7411



DAYS WOODS PROPERTIES LLC 96239		
REC'D	LIBER	FOLIO
1	N. 14° 03' 54" E.	52.20'
2	S. 35° 39' 46" E.	30.00'
3	S. 45° 58' 12" W.	40.00'
FEE SIMPLE AREA 597 SQ FT OR 0.0037 ACRES ±		
SHOWN THUS		



NORRIS PROPERTIES LLC 96238		
REC'D	LIBER	FOLIO
1	N. 66° 18' 30" W.	33.53'
2	N. 48° 58' 12" E.	3.25'
3	S. 35° 22' 42" E.	29.23'
FEE SIMPLE AREA 438 SQ FT OR 0.0100 ACRES ±		
SHOWN THUS		

REARDO T. LIMBO, ET UX 96769		
REC'D	LIBER	FOLIO
1	N. 35° 22' 42" W.	22.20'
2	N. 48° 58' 12" E.	15.70'
3	S. 03° 42' 07" W.	3.20'
FEE SIMPLE AREA 28 SQ FT OR 0.0050 ACRES ±		
SHOWN THUS		

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION STATE ROADS COMMISSION		RIGHT OF WAY PROJECT: MD. 7 PHILADELPHIA RD. FROM US 40 TO I-695 BARRABAS	
RIGHT OF WAY PROJECT NO. FEDERAL AID PROJECT NO.		SCALE: 1" = 50'	
CONSTRUCTION PROJECT NO. BARRABAS14		PLAT No. 57515	

Exhibit No. 1

00262861 1421

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Balto

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

 RAB2
Oct 18, 2007 11:00 am

1	Type(s) of Instruments	☐ Check Box if addendum Intake Form is Attached.			
	☒ Deed	☐ Mortgage	☐ Other	☐ Other	
	☐ Deed or Trust	☐ Lease			
2	Conveyance Type Check Box	☐ Improved Sale Arms-Length [1]	☐ Unimproved Sale Arms-Length [2]	☐ Multiple Accounts Arms-Length [3]	☒ Not an Arms-Length Sale [9]
3	Tax Exemptions (if Applicable)	Recordation			
		State Transfer			
	Cite or Explain Authority	County Transfer			
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
		Purchase Price/Consideration	\$	Transfer and Recordation Tax Consideration	
		Any New Mortgage	\$	Transfer Tax Consideration	\$
		Balance of Existing Mortgage	\$	X () % =	\$
		Other:	\$	Less Exemption Amount	\$
				Total Transfer Tax	\$
		Other:	\$	Recordation Tax Consideration	\$
				X () per \$500 =	\$
		Full Cash Value:	\$	TOTAL DUE	\$
5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:
		Recording Charge	\$	\$	
		Surcharge	\$	\$	Tax Bill:
		State Recordation Tax	\$	\$	
		State Transfer Tax	\$	\$	C.B. Credit:
		County Transfer Tax	\$	\$	
		Other	\$	\$	Ag. Tax/Other:
		Other	\$	\$	
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District 14	Property Tax ID No. (1) 14-1407036425	Grantor Liber/Folio	Map 89
		Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)
		Location/Address of Property Being Conveyed (2) 8014 Philadelphia Rd			
		Other Property Identifiers (if applicable)			Water Meter Account No.
		Residential ☐ or Non-Residential ☒	Fee Simple ☒ or Ground Rent ☐	Amount:	
		Partial Conveyance? ☒ Yes ☐ No	Description/Amt. of SqFt/Acreage Transferred: 5975.5		
		If Partial Conveyance, List Improvements Conveyed:			
7	Transferred From	Doc. 1 - Grantor(s) Name(s) Days Woods Properties LLC		Doc. 2 - Grantor(s) Name(s)	
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)		Doc. 2 - Owner(s) of Record, if Different from Grantor(s)	
8	Transferred To	Doc. 1 - Grantee(s) Name(s) MD State Hwy Adm.		Doc. 2 - Grantee(s) Name(s)	
		New Owner's (Grantee) Mailing Address 2323 W. Joppa Rd, Lutherville MD 21093			
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)		Doc. 2 - Additional Names to be Indexed (Optional)	
10	Contact/Mail Information	Instrument Submitted By or Contact Person			
		Name: Inu Weiner			
		Firm: MD State Hwy Adm.			
		Address: 2323 W. Joppa Rd, Lutherville MD 21093			
		Phone: (410) 321-2881			
		☐ Return to Contact Person ☒ Hold for Pickup ☐ Return Address Provided			
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER				

THE TITLE GUARANTEE COMPANY
BALTIMORE, MARYLAND

Application No. _____

Interim Title Insurance Binder
(FOR OWNER'S POLICY ONLY)

TO: JAMES WILLIAM DARIN and THOMAS EDWARD DARIN

THE TITLE GUARANTEE COMPANY hereby certifies:

That the title to the land described in Schedule 'A' hereof has been examined by the attorney designated below; and that on the 8th day of May 19 81, at 3 o'clock P. M. as of which date the search of the public records was completed, the title to said land was vested in fee simple in Wanda J. Dietz & James L. Mullaney, Jr., Personal Representative of the Estate subject only to the defects, objections, liens and encumbrances, all as shown in Schedule B hereof.

That upon receipt of application and attorney's final certificate signed by

EDWARD C. COVAHEY, Jr.,

the approved examining attorney, to whom a copy of this binder is being sent, showing compliance with and/or satisfaction of the requirements set forth under Section 1 of Schedule B of this Binder, and upon payment of its premium for title insurance, this Corporation will issue to you, as the insured, its owner's policy of title insurance, on the usual form, in the sum of \$90,000.00, showing under Schedule B thereof only such exceptions as appear in Section 2, of Schedule B of this Binder, provided no liens, encumbrances or objections intervene between the aforesaid date and the date the instrument creating the estate or interest to be insured is filed for record, or if any liens, encumbrances, or objections intervene, provided same are satisfied and/or removed.

This Binder is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting said premises other than those shown under Schedule B hereof, and your failure to disclose any such personal information shall render this Binder and any policy based thereon, null and void as to such defect, objection, lien or encumbrance.

Nothing contained in this binder shall be construed as a guarantee against the effect of municipal zoning ordinances or against the consequences of the exercise and enforcement of attempted enforcement of governmental police powers over the property described herein.

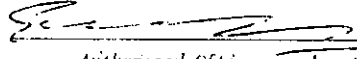
No inspection of the premises described herein has been made by this Corporation and this Binder is subject to any state of facts which a physical inspection would show.

This Binder is preliminary to the issuance of a policy of title insurance and shall become null and void, unless policy of title insurance is issued, and the premium therefor paid, within ninety days from the date hereof.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be executed by its duly authorized officer or agent, as of the date hereinbefore mentioned.

*of Henry T. Dietz

THE TITLE GUARANTEE COMPANY

By 

Authorized Officer or Agent

EDWARD C. COVAHEY, Jr.

Schedule A

SECTION 1. Legal description of real estate referred to in this commitment.

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Schedule A (cont'd)

SECTION 2. Hereunder is described the document or documents of record or to be executed and filed for record which are necessary to create the estate or interest in said real estate, title to which is to be insured under this agreement:

Deed from Wanda J. Dietz unto James William Darin and Thomas Edward Darin.

Deed from James L. Mullaney, Jr., Personal Representative of the Estate of Henry T. Dietz, unto James William Darin and Thomas Edward Darin.

Mortgage by and between James William Darin and Thomas Edward Darin and Wanda J. Dietz.

Schedule B

SECTION 1. REQUIREMENTS TO BE MET AND SATISFIED, OTHERWISE TO BE SHOWN AS EXCEPTION IN THE TITLE POLICY.

1. Comply with Section 2 of Schedule 'A' as required by context.
2. Supply proof that full consideration for the interest acquired has been paid.
3. Before disbursing funds, title must be examined and approved from date hereof down to time of closing and again to final certificate after closing.
4. Pay all general and special taxes now due and payable including the following:

1980-81 Taxes to be adjusted at time of settlement.

SECTION 2 (a) THE FOLLOWING WILL APPEAR AS THE STANDARD EXCEPTIONS UNDER SCHEDULE 'B' OF THE TITLE POLICY.

1. Rights or claims of parties other than the Insured in actual possession of any or all of the property.
2. Unrecorded easements, if any, on, above or below the surface; and any discrepancies or conflicts in boundary lines or shortage in area or encroachments, which a correct survey or an inspection of the premises would disclose.
3. Possible unfiled mechanics' and materialmen's liens.

(b) THE FOLLOWING MATTERS WILL BE SHOWN UNDER SCHEDULE 'B' OF THE TITLE POLICY UNLESS EVIDENCE SUFFICIENT TO WARRANT US IN OMITTING THEM IS SUPPLIED WITH APPROVED ATTORNEY'S FINAL CERTIFICATE OR OTHERWISE.

1. General and special taxes for the year 19....and subsequent years.
Special taxes and assessments now assessed or levied but payable in future installments, to wit:

SEE EXHIBIT 1 ATTACHED HERETO AND MADE A PART HEREOF.

THE TITLE GUARANTEE COMPANY
BALTIMORE, MARYLAND

Application No. _____

Interim Title Insurance Binder
(FOR OWNER'S POLICY ONLY)

TO: JAMES WILLIAM DARIN and THOMAS EDWARD DARIN

THE TITLE GUARANTEE COMPANY hereby certifies:

That the title to the land described in Schedule 'A' hereof has been examined by the attorney designated below; and that on the 8th day of May 19 81, at 3 o'clock P. M. as of which date the search of the public records was completed; the title to said land was vested in fee simple in Wanda J. Dietz & James L. Mullaney, Jr., Personal Representative of the Estate subject only to the defects, objections, liens and encumbrances, all as shown in Schedule B hereof.

That upon receipt of application and attorney's final certificate signed by

EDWARD C. COVAHEY, Jr.,

the approved examining attorney, to whom a copy of this binder is being sent, showing compliance with and/or satisfaction of the requirements set forth under Section 1 of Schedule B of this Binder, and upon payment of its premium for title insurance, this Corporation will issue to you, as the insured, its owner's policy of title insurance, on the usual form, in the sum of \$90,000.00, showing under Schedule B thereof only such exceptions as appear in Section 2, of Schedule B of this Binder, provided no liens, encumbrances or objections intervene between the aforesaid date and the date the instrument creating the estate or interest to be insured is filed for record, or if any liens, encumbrances or objections intervene, provided same are satisfied and/or removed.

This Binder is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting said premises other than those shown under Schedule B hereof, and your failure to disclose any such personal information shall render this Binder and any policy based thereon, null and void as to such defect, objection, lien or encumbrance.

Nothing contained in this binder shall be construed as a guarantee against the effect of municipal zoning ordinances or against the consequences of the exercise and enforcement of attempted enforcement of governmental police powers over the property described herein.

No inspection of the premises described herein has been made by this Corporation and this Binder is subject to any state of facts which a physical inspection would show.

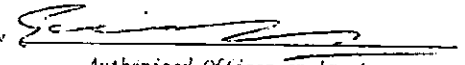
This Binder is preliminary to the issuance of a policy of title insurance and shall become null and void, unless policy of title insurance is issued, and the premium therefor paid, within ninety days from the date hereof.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be executed by its duly authorized officer or agent, as of the date hereinbefore mentioned.

*of Henry T. Dietz

THE TITLE GUARANTEE COMPANY

By



Authorized Officer or Agent

EDWARD C. COVAHEY, Jr.

Schedule A

SECTION 1. Legal description of real estate referred to in this commitment.

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

SCHEDULE "A"

BEGINNING FOR THE FIRST, at an iron pipe on the northwesternmost side of Philadelphia Road and at the intersection of the said side of Philadelphia Road with the south 14 degrees 10 minutes east 102.35 foot line of the land which by a deed dated December 9, 1946 and recorded among the Land Records of Baltimore County in Liber J.W.B. No. 1526, folio 328, was conveyed by Catherine Helen Seling to Rosedale Passenger Lines, Inc., and running thence from the aforesaid place of beginning and binding on the northernmost side of Philadelphia Road north 57 degrees 40 minutes east 127.10 feet, thence running for a line of division now made, north 26 degrees 51 minutes west 162.40 feet to the center of a stream there situated thence binding on the center of said stream and on the outline of the land conveyed as aforesaid by Catherine Helen Seling to Rosedale Passenger Lines Inc., south 28 degrees 10 minutes west 125.90 feet and thence still binding on the outline of the last mentioned land south 14 degrees east 105.00 feet to the place of beginning. Containing 0.34 of an acre of land, more or less.

BEGINNING FOR THE SECOND in the center of the Philadelphia Road at the end of the second line of the land which by deed dated February 15, 1947 and recorded among the land records of Baltimore County in Liber J.W.B. No. 1532, folio 473 was conveyed by Katherine A. Loos to Stanley L. Borlie and Richard M. Colburn, and running thence binding on the center of the Philadelphia Road south 57 degrees 52 minutes west 135.33 feet, thence running by a line of division the two following courses and distances, viz: north 14 degrees west 200 feet, and north 57 degrees 52 minutes east 135.33 feet to intersect the third line of the land conveyed as aforesaid and still binding reversely on said third line south 14 degrees east 200 feet to the place of beginning. Containing 59/100 of an acre, more or less. Saving and Excepting, however therefrom that portion thereof which by deed dated August 16, 1952 and recorded among the said land records in Liber G.L.B. No. 2157, folio 129, was conveyed by Abe Givner to the State Roads Commission of Maryland.

EXHIBIT 1

1. Taxes and other public charges (including assessment by any County, Municipality, Metropolitan District or Commission) payable on an annual basis have been paid through the fiscal year ending June 30, 1981. This policy does not insure against the balance of any public charges (including assessments by any County, Municipality, Metropolitan District or Commission) payable on an annual basis subsequent to the fiscal year ending June 30, 1981. Nor does this policy insure against possible future tax levies nor against possible public charges as defined above that have not been levied or assessed.
2. ~~Subject to the rights of Shell Oil Company to remove its property from a portion of the subject premises as reserved in a Rental Lease between Gerard Joseph Dietz, et al, Lessors, and Shell Oil Company dated October 20, 1958, and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 3443, folio 273 and as contained in the Agreement Terminating Lease between Wanda J. Dietz, et al, and Shell Oil Company dated March 5, 1981 and recorded as aforesaid in Liber E.H.K., Jr. No. 6273, folio 42. This exception is subject to removal by Endorsement hereof upon receipt of a release from Shell Oil Company of all of said rights of removal.~~ *Per E.O. 3/8/81*
3. Subject to the rights of County Commissioners of Baltimore County under two Agreements:
 - a) With Anna S. Seling et al dated July 7, 1938 and recorded among the Land Records of Baltimore County in Liber C.W.B., Jr. No. 1036, folio 304.
 - b) With Joseph W. Loos, et al, dated June 22, 1938, and recorded among the Land Records of Baltimore County in Liber C.W.B., Jr. No. 1037, folio 232.
4. Subject to Agreement between Gerard Joseph Dietz, et al, and Shell Oil Company dated September 23, 1970 and recorded among the Land Records of Baltimore County in Liber O.T.G No. 5143, folio 118, refers to Proposed Extension of Chesaco Avenue traversing portions of the subject 0.34 acre lot. This Policy takes exception to the possible existence of "the Proposed Extension of Chesaco Avenue" and the possible rights of others in and to the use thereof.
5. Subject to the rights of the State of Maryland and the State Roads Commission under two Agreements:
 - a) With Rosedale Passenger Lines, Inc. dated March 31, 1952 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2092, folio 99 and as shown on S.R.C. Plat No. 9737.
 - b) With Abe Givner dated August 16, 1952 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2157, folio 129 and as shown on S.R.C. Plat No. 9736.
6. Subject to the rights of The Baltimore Gas and Electric Company under Agreement with Gerard J. Dietz dated December 22, 1958 and recorded among the Land Records of Baltimore County in Liber W.J.R. No. 3482, folio 570.
7. This Policy does not insure so much of the subject property as lies in the bed of Philadelphia Road 60 feet wide.
8. The subject lots are traversed by Red House Run; this Policy is subject to the rights of others in and to the use thereof.
9. Subject to any encroachment of a bridge abutment upon the property insured as shown on a plat attached to a Deed from Rosedale Passenger Lines, Inc. to Edrow Builders, Inc. dated May 16, 1969 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5008, folio 595.

2016

LEASE AGREEMENT

between

DAYS WOODS PROPERTIES, LLC, AS LANDLORD

and

CALIFORNIA WHEEL AND PARTS POLISHER INC., AS TENANT

and

JUAN ALVAREZ LOPEZ, AS TENANT

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LEASE AGREEMENT

THIS LEASE is made as of the 19th day of February, 2016, between **DAYS WOODS PROPERTIES, LLC**, having an address at 8419 Philadelphia Road 21237 ("Landlord"), and **CALIFORNIA WHEEL AND PARTS POLISHER INC. AND JUAN ALVAREZ LOPEZ**, having an address at 8014 Philadelphia Road, Baltimore, Maryland 21237 ("Tenant").

SECTION 1

DEMISE OF PREMISES

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and Tenant hereby leases from Landlord the land and the building thereon (the "Building") located at 8014 Philadelphia Road, Baltimore, Maryland 21237 (the land and the building collectively referred to as the "Premises") for the term of two (2) years beginning on the first (1st) day of March, 2016, and ending on the twenty-eight (28th) day of February, 2018 (the "Original Term"). Provided Tenant is not in default and provided that Tenant gives written notice exercising the option within one hundred eighty (180) days before the then current term expires, Tenant shall have the option to extend this Lease for a period of one (1) year (each period of extension is hereinafter called an "Extension Term" and the Original Term, together with any Extension Term(s), is hereinafter called the "Term").

SECTION 2

A. ANNUAL RENT

During the two year term the annual rent shall be Thirty Thousand Dollars (\$30,000.00), payable in equal monthly installments of Two Thousand Five Hundred Dollars (\$2,500.00) commencing on March 1, 2016; in advance, on the first day of each month. The rent payable under the provisions of this Section is hereinafter called "Annual Rent."

Tenant covenants, without any previous demand therefor and without deduction, set-off, recoupment, or counter claim, to pay the Annual Rent to Landlord at its address above at the times, or at such other address as Landlord may provide to Tenant, and in the manner above provided.

B. Late Payment of Rent

If Tenant shall fail to pay any Annual Rent or additional rent payment due under this Lease within five (5) days after the same is due, Tenant shall be obligated to pay a late charge equal to the greater of One Hundred and 00/100 Dollars (\$100.00) or ten percent

(10%) of the Annual Rent or additional rent not paid to reimburse Landlord for its additional administrative costs. In addition, any Annual Rent or additional rent which is not paid when due shall bear interest at the Default Rate (as hereinafter defined) as of the date such payment was due until paid in full.

SECTION 3

TAXES

Tenant shall pay as additional rent all real estate taxes on the Property applicable during the Term. Proration of said payments by Tenant shall be made when necessary for the first and last year of the Term. Landlord shall forward to Tenant all tax bills, and Tenant shall pay them within the specified time period as marked on the bills. Tenant shall then send a copy of each paid bill to Landlord. Tenant shall have the right to protest any tax assessment of the Premises to the proper authorities after obtaining permission from Landlord.

SECTION 4

USE FEES; UTILITIES

Tenant covenants to pay, when billed, as additional rent, collectible in the same manner as the Annual Rent, all licenses, fees, and charges arising out of its use of the Premises and all charges for minor privileges occasioned by the occupancy of Tenant; provided, however, that minor privilege charges for parts of the Premises, such as show windows or cellar doors, which may be a part of the Premises at the time of the execution of this Lease, shall be paid by Landlord (but in any event such charges for signs shall be paid by Tenant). Tenant also covenants and agrees to pay all charges for gas, electric current, heating fuel, water, sewer service, and any other utilities used in or on the Premises during the Term.

SECTION 5

USE; COMPLIANCE WITH LAWS AND INSURANCE

Tenant agrees to use the Premises in a clean, safe, orderly, and sanitary manner solely for as a retail service center for motor vehicle repairs, accessory sales and other services for motor vehicles and merchandise normally sold at motor vehicle service centers. Tenant further agrees that it will not exceed the weight limits of the Premises. Tenant will keep all sidewalks, driveways, and parking areas included in the Premises free of ice, snow, and debris. Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will (a) violate any

environmental or land use law, ordinance, or regulation, (b) contravene the policy or policies of insurance against loss by fire or other causes, or (c) increase the rate of fire or other insurance on the Building beyond the current rate. Should any act of Tenant so increase that rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed, as additional rent, collectible in the same manner as the Annual Rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of a character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/ or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk. Tenant hereby indemnifies Landlord for any cost, liability or expense, including reasonable counsel fees, in investigating or forwarding a claim related to Tenant's breach of any environmental laws.

SECTION 6

MAINTENANCE

Tenant agrees to keep the Premises and appurtenances there to (including plumbing, heating, electrical, sprinkler, and air conditioning systems thereon in good order and condition and will make all necessary repairs, including repairs to any damage caused by any waste, misuse, or neglect of the Premises, its apparatus or appurtenances by Tenant, its agents, servants, or employees, at Tenant's own expense; provided, however, that Landlord will make all necessary repairs (except painting and glass) to the exterior walls, roof, gutters, and down spouts of the Premises, after being notified in writing of the need for such repairs. Tenant will also maintain any driveways and parking or other areas designated for its exclusive use. Tenant will, at the expiration of the Term or at the sooner termination thereof by forfeiture or otherwise, deliver up the Premises in the same good order and condition as it was at the beginning of the tenancy, reasonable wear and tear excepted. Tenant shall not, however, be liable to repair any damage caused by insured casualty, except to the extent that the cost of such repair exceeds the insurance proceeds with respect thereto and the damage is occasioned by the fault or neglect of Tenant or its contractors or subcontractors or its or their agents, servants, or employees. Tenant shall be charged with the protection of its own property, and in no event shall Landlord be liable for any damage to such property by reason of fire, other casualty, the elements, leakage of water, steam, or the acts or neglect of any other tenant in the Building.

SECTION 7

ALTERATIONS

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord. Any alterations, additions, or changes as Landlord shall permit in writing shall be made at Tenant's expense. Any such alterations, additions, or changes will, at the expiration of the Term, or the sooner termination thereof, become the property of Landlord; or, at Landlord's option, the Premises shall be restored to its former condition at the expense of Tenant, provided, however, that Tenant shall have the right, so long as Tenant is not in default, to remove any trade fixtures or other fixtures installed by Tenant; provided further that Tenant shall be responsible for repair of any damages to the freehold occasioned by the removal thereof

Tenant will, in making any alterations, additions, changes, or repairs, as well as in its use of the Premises, fully comply with all federal and state laws, city or county ordinances, and regulations of all public authorities, as well as the requirements of the Association of Fire Underwriters, or similar governing insurance body, all at Tenant's expense. Tenant covenants, at its own expense, promptly to comply with and do all things required by any notice served upon it or upon Landlord in relation to the Premises or any part thereof, from any public authority, if the same shall be caused by Tenant's use of the Premises, or any alteration, addition, or change thereof. Tenant covenants that no liens shall attach to the Premises by virtue of any alterations, additions, or changes made by Tenant, and that if any such lien is filed, Tenant will cause the same to be removed within thirty (30) days.

SECTION 8

SIGNS, ETC.

Tenant covenants that it will not place or permit any signs, lights, awnings, or poles in or about the Premises without the written permission of Landlord and, in the event such consent is given, Tenant agrees to pay any minor privilege or other tax therefor. Tenant further covenants that it will not paint or make any change in or on the outside of the Premises without the permission of Landlord in writing.

Tenant agrees that it will do nothing on the outside of the Premises to change the architecture, paint, or appearance of the Premises or the Building without the written consent of Landlord.

SECTION 9

SUBLETTING OR ASSIGNMENT

Tenant covenants that it will not sublet or assign the Premises, or any part thereof, by operation of law or otherwise, or permit the same to be used by any person or entity other than Tenant or employees of Tenant without the prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of Landlord. Any lawful levy or sale on execution or other legal process, and also any assignment or sale in bankruptcy, or insolvency, or under any compulsory procedure, or the appointment of a receiver by a state or federal court, shall be deemed an assignment within the meaning of this Lease. In the event that Landlord does consent to any such subletting, assignment, or use, Tenant hereunder shall remain liable for the performance of all the covenants and conditions of this Lease. Consent by Landlord to any subletting, assignment, or use shall apply to only the specific request and shall be required for any further subletting, assignment, or use. A change in the partners or shareholders of Tenant shall be deemed an assignment for purposes of this Section.

SECTION 10

INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and keep harmless and indemnify Landlord and its contractors and subcontractors and its or their present and future controlling persons, directors, officers, employees, and agents from and against any and all claims for damages whatsoever, and the costs of defending against the same, of any kind or nature, including personal injuries, arising in any manner or under any circumstances through the exercise by Tenant of any right granted or conferred hereby, whether such damage, including personal injury, be sustained by Tenant or its contractors or subcontractors or its or their agents, employees, or invitees. Tenant further agrees to maintain commercial general liability insurance with an insurance company acceptable to Landlord to protect Landlord with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; Two Hundred Thousand Dollar (\$200,000.00) fire legal liability or tenant liability coverage and One Million Dollar (\$1,000,000.00) for auto liability. Such policy shall cover the entire Premises including any elevator and boiler thereon, and any common area, sidewalk, streets, and parking areas part of or adjoining the Property; shall be issued in form satisfactory to Landlord; shall provide for at least thirty (30) days' notice to Landlord before cancellation; and shall be delivered to Landlord. Tenant shall provide Landlord with a certificate of insurance upon the execution of this Lease and within ten (10) days of written request from Landlord throughout the Term. Such certificate shall name the Landlord as an additional insured. Tenant shall also carry and pay for plate glass insurance.

SECTION 11

QUITE ENJOYMENT; SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises during the Term of this Lease; provided, however, that Tenant agrees that this Lease is and shall be subordinate to any existing or future encumbrances on the Premises. Tenant agrees to execute any appropriate instrument effecting such subordination.

SECTION 12

INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during business hours, and to place upon the Premises or Building, where Landlord shall choose, for and during the period of six (6) months prior to the termination of this Lease, "for sale" or "for rent" notices or signs.

SECTION 13

FIRE DAMAGE

In the event the Premises is damaged by fire, storm, the elements, act of God, unavoidable accident and/or the public enemy, but not to such an extent as to render the same untenable, then Landlord shall restore the Premises as speedily as possible, and there shall be no abatement of Annual Rent. If the Premises is injured or damaged by any of the aforesaid causes only to such an extent as to render it partially untenable, Landlord shall restore such portion of the Premises so injured or damaged as speedily as possible, Annual Rent to abate proportionately on such part of the Premises as may have been rendered wholly untenable until such time as such part shall be fit for occupancy, and after which time the full amount of Annual Rent reserved in this Lease shall be payable as hereinbefore set out. If the Premises is injured or damaged by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and an liability of Tenant shall terminate upon payment of all Annual Rent and additional rent due and payable to the date of such happening.

SECTION 14

CONDEMNATION

If the whole or any part of the Premises shall be taken under the power of eminent domain, or shall be sold by Landlord under threat of condemnation proceedings, then this Lease shall terminate as to the part so taken or sold on the day when Tenant is required to yield possession thereof, and Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken or sold to useful condition, and the Annual Rent hereinbefore specified shall be reduced proportionately as to the portion of the Premises so taken or sold. If the amount of the Premises so taken or sold is such as to impair substantially the usefulness of the Premises for the purposes for which the same is hereby leased, as determined by Landlord, then Tenant shall have the option to terminate this Lease as of the date when Tenant is required to yield possession. In any and all events, all compensation awarded or paid for any such taking or sale of the fee and the leasehold, or any part thereof, shall belong to and be the property of Landlord, except for such sum as shall be awarded to Tenant for relocation of its business or on account of the taking of fixtures installed by Tenant, which shall become the property of Tenant provided such sum is by separate award and does not reduce the amount to which Landlord is entitled hereunder. Landlord shall notify Tenant within ten (10) days of receipt of notice of condemnation.

SECTION 15

DEFAULT OF TENANT; REMEDIES OF LANDLORD

Upon the occurrence of any of the following:

- (a) The appointment of a receiver or trustee for Tenant in any court, which appointment is not vacated in thirty (30) days, or
- (b) the adjudication of Tenant as bankrupt or insolvent, or
- (c) the assignment by Tenant for the benefit of creditors, or
- (d) the failure of Tenant to pay the Annual Rent or Additional Rent reserved hereunder within ten (10) days after notice thereof in writing, or
- (e) the violation of any of the other terms, covenants, or conditions of this Lease by Tenant, which violation shall remain uncured for a period of fifteen (15) days after notice thereof in writing, Landlord may, at its option, in any such event, cancel and annul this Lease, or Landlord may relet the Premises as the agent for Tenant for any unexpired balance of the Term and collect the Annual Rent and additional rent therefor, and in either event Landlord shall be entitled to the benefit, without further notice (all

statutory notice requirements being hereby expressly waived), of all the provisions of law for the speedy recovery of lands and tenements as against a tenant holding over now in force or which may hereafter be enacted. Landlord may distrain, by any legal means, for any overdue installment of Annual Rent or Additional Rent hereinabove provided for, and may enter the Premises for such purpose by force if necessary without liability (which liability is hereby expressly waived). In the event of reletting by Landlord, as the agent of Tenant, the reletting shall be on such terms, covenants, conditions, and rent as Landlord may deem proper, and the proceeds that may be collected from the same, less the expense of reletting (including broker's commissions and attorney's fees) shall be applied against the rent to be paid by Tenant, and Tenant shall be liable for any balance that may be due under this Lease. No such reletting shall operate as a termination of this lease or as a waiver or postponement of any right of Landlord against Tenant without a specific declaration to such effect by Landlord.

SECTION 16

TENANT HOLDING OVER

If Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant shall become a tenant from month to month upon all of the terms, covenants, and conditions hereof, provided Annual Rent shall be paid to and accepted by Landlord, in advance, at double the rate of Annual Rent payable hereunder just prior to the termination of this Lease; but unless and until Landlord shall accept such Annual Rent from Tenant, Landlord shall continue to be entitled to retake possession of the Premises without any prior notice whatsoever to Tenant.

SECTION 17

WAIVER

Any waiver of any covenant or condition of this Lease shall extend to the particular case only, and only in the manner specified, and shall not be construed as applying to or in any way waiving any further or other rights hereunder. The exercise of any of the options aforesaid shall not be construed as a waiver of Landlord's right to recover actual damages for any breach in an action at law, or to restrain any breach or threatened breach in equity or otherwise. Acceptance of rent with knowledge of default shall not be a waiver of that default, and acceptance of partial payment shall not be deemed acceptance of the full amount owed nor prejudice Landlord's right to recover the balance owed or to pursue any remedy available to it.

SECTION 18

NOTICES

Any Notice required or permitted by this Lease to be given by either party to the other may be either personally delivered or sent by telecopier or certified mail, properly addressed and prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by Notice in writing. Notices shall be deemed given the first business day following the date of so depositing or the date of personal delivery or the date of telecopying, provided that any Notice sent by telecopier shall be promptly sent by first class mail as well.

SECTION 19

SECURITY DEPOSIT

Tenant has deposited with Landlord a security deposit in the amount of Five Thousand Dollars (\$5,000.00) (the "Security Deposit"), as security for the performance by Tenant of its obligations under this Lease. If Tenant shall perform all such obligations, the Security Deposit shall be refunded to Tenant within ten (10) days following the expiration of this Lease. If Tenant shall default in any obligation, Landlord shall be entitled to apply any or all of the Security Deposit toward Landlord's damages, and Tenant shall, within ten (10) days after notice thereof, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount, which amount shall constitute Additional Rent under this Lease.

SECTION 20

MISCELLANEOUS

The use of the singular herein shall include the plural and vice versa, and the use of any gender shall include all genders. The covenants herein shall be binding upon, and the rights hereunder shall inure to the benefit of the parties hereto, their personal representatives, successors and assigns, except that Tenant's rights hereunder shall inure only to such assigns as are consented to by Landlord pursuant to Section 9 hereof. If Tenant consists of more than one person or entity, each shall be jointly and severally liable for the obligations of Tenant hereunder. This Lease constitutes the entire agreement between the parties in respect of the leasing of the Premises, and there are no oral agreements between the parties in connection herewith. This Lease shall be governed and controlled by the law of the State of Maryland. Time of the essence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the date first above written.

ATTEST / WITNESS:

LANDLORD

DAYS WOODS PROPERTIES, LLC

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

ATTEST / WITNESS:

TENANT

California Wheel and Parts Polisher Inc.

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

TENANT

Juan Alvarez Lopez

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

ORDERED by the Zoning Commissioner of Baltimore County this 12th day of August, 19 57, that the subject matter of this petition be advertised in a newspaper of general circulation throughout Baltimore County and that the property be posted, as required by the Zoning Regulations and Act of Assembly aforesaid, and that a public hearing thereon be had in the office of the Zoning Commissioner of Baltimore County, Maryland, on the 11th day of September, 19 57, at 2:30 o'clock P. M.

Zoning Commissioner
of Baltimore County

Upon hearing on petition for a special exception to use the property described therein for a gasoline service station, from the facts presented at the hearing the special exception should be granted excluding the following parcels:

- 1) Flood control strip as set up by study of Muller, Raphael & Associates and shown on Drawing h84, Revised 10/4/57.
- 2) The 30' widening strip for Chasaco Avenue as shown on revised plan submitted by the American Oil Company for the owner, Drawing B-2245, dated 10/14/57.

It is, therefore, this 23rd day of October, 1957 by the Zoning Commissioner of Baltimore County, ORDERED that the aforesaid petition for a special exception be and the same is hereby granted, subject to the exclusion of the two parcels above described.

William N. Coleman
Zoning Commissioner
of Baltimore County

It is this 2nd day of October, 1958, ORDERED by the Zoning Commissioner of Baltimore County, that the aforesaid special exception granted October 23, 1957 is hereby extended for one year expiring on October 23, 1959.

William N. Coleman
Zoning Commissioner
of Baltimore County

Floor Area Ratio: The total adjusted gross floor area of buildings on a site divided by the gross area of the site. [Bills No. 56, 1961; No. 111, 1968.]

Freeway: A motorway or portion thereof which: is, or is intended, for both intra- and inter-metropolitan travel; has or is intended to have a center median strip and a total of four or more lanes for moving traffic; is designed or intended for traffic speeds of at least 60 miles per hour; has no access to abutting private property; has no grade intersections with other motorways; and has been designated as a freeway by the planning board. [Bill No. 40, 1967.]

✓ Fuel Service Station: A structure or land used or intended to be used for the retail sale of automotive fuel, but not a truck stop. For the purpose of these regulations, any establishment which sells auto fuel retail shall be considered a fuel service station, unless it is classified as a truck stop or trucking facility. [Bills No. 40, 1967; No. 18, 1976; No. 172, 1993.]

Fuel Servicing Space: On a fuel service station site, any one of the maximum number of spaces on which cars may be situated simultaneously while being fueled. [Bills No. 40, 1967; No. 172, 1993.]

Garage, Community: A structure or series of structures for the storage of automobiles of residents of the neighborhood, and not used for making repairs. [B.C.Z.R., 1955.]

Garage, Residential: An accessory building, portion of a main building, or building attached thereto, used for storage of private motor vehicles. [B.C.Z.R., 1955; Bill No. 70, 1988.]

✓ Garage, Service: A garage, other than a residential garage, where motor-driven vehicles are stored, equipped for operation, repaired, or kept for remuneration, hire or sale. [B.C.Z.R., 1955.]

Garden Center: A place of business where garden related products, horticultural materials or produce are sold to the retail customer. A garden center may include a nursery or controlled environment structures. {Bill No. 41, 1992.}

Gross Leasable Area (GLA): The total floor area of a building for which the tenant pays rent and which is designed for the tenant's occupancy and exclusive use. Gross leasable area does not include public or common areas which are not leasable to individual tenants; e.g., enclosed pedestrian concourses in shopping malls. [Bill No. 26, 1988.]



BALTIMORE COUNTY, MARYLAND

DEPARTMENT OF PERMITS AND LICENSES

TOWSON, MARYLAND 21204

John P. Ring
BUILDINGS ENGINEER

BUILDING PERMIT

PERMIT #: B028603 CONTROL #: C-1274-91 DIST: 14 PREC: 09
DATE ISSUED: 07/10/91 TAX ACCOUNT #: 1404036475 CLASS: 20

PLANS: CONST 0 PLOT 0 R PLAT 0 DATA 0 ELEC YES PLUM NO
LOCATION: 8014 PHILADELPHIA RD
SUBDIVISION:

OWNERS INFORMATION

NAME: DARIN, JAMES W
ADDR: 8014 PHILADELPHIA RD, BALTIMORE, MD. 21257

TENANT: OWNER

CONTR: OWNER

ENGR:

SELR:

WORK: ERECT 2 EXTERIOR WALLS TO SQUARE OFF EXISTING
BUILDING TO BE USED AS AN OFFICE/SHOWROOM.
BUILDING CONSTRUCTED IN 1957. SEPARATE TENANT
REQUIRED FOR ANY ADDITIONAL WORK. REFER TO
S.W.O. # 004290 NO FEE (104 SQ. FT.)

BLDG. CODE: 800A CODE:

RESIDENTIAL CATEGORY:

OWNERSHIP: PRIVATELY OWNED

ESTIMATED \$: PROPOSED USE: REPAIR SHOP AND ALTERATION
\$5,000.00 EXISTING USE: REPAIR SHOP

TYPE OF IMPRV: ALTERATION

USE: SERVICE STATION, REPAIR GARAGE

FOUNDATION: BASEMENT

SEWAGE: PUBLIC EXIST

WATER: PUBLIC EXIST

LOT SIZE AND SETBACKS

SIZE: 127/125X142/105

FRONT STREET:

SIDE STREET:

FRONT SETB: NO

SIDE SETB: NO/NO

SIDE STR SETB:

REAR SETB: NO

THIS PERMIT
EXPIRES ONE
YEAR FROM DATE
OF ISSUE

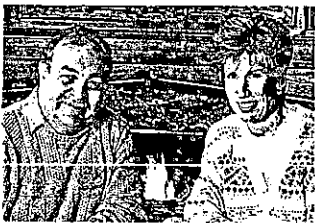
H I G H PERFORMANCE



A publication of the Corvette Performance Center
Summer/Fall 1993

INTRODUCING MARYLAND'S #1 PERFORMANCE TEAM

After twelve years serving Corvette owners throughout the Maryland region, Corvette Performance Center is alive, well, and growing! We are changing with the times and have reorganized to better serve our customers and to remain competitive for the 90's. The reorganization has added new faces and has changed the roles of existing personnel.



Jim & Gloria Darin's new role will be two-fold. First, they will continue as on-going consultants and specialty parts suppliers for the Baltimore operation. Second, and most exciting, Jim and Gloria will take some of our best technology on the road selling rebuilt and

hard-to-find corvette parts along the east coast. This will broaden parts sales while offering the Darins the opportunity to travel and enjoy Florida's southern coast.

Alex Watts, also known by family and friends as "Buzz", will take over the management of Corvette Performance Center. Alex has a 28 year history with Jim Darin and was in a previous Corvette business with Jim and Tommy in the mid 70's. Since then, Alex has earned a degree in business management from the University of Maryland. He will now put the combined education and 18 years of experience to work leading the Corvette Performance Center.

As in any business, Alex believes the source of excellence can be found in the associates that work there. Our technical group is truly unmatched in the performance field. Jimmy Jones, Keith Rundles, and Tom Collins all have a high level of training as well as their own area of specialty.

Jimmy Jones is one of our original members and has always been interested in helping corvette owners stay at the front of the performance pack. A recent effort is a street ruling 417 small block, conceptualized jointly with Jim Darin. Machine work was produced by Mancini Machine. Jimmy's other specialties include rear end

set-ups that deliver the payload on demand. Jimmy believes that life truly begins at 120 MPH!

Keith Rundles is also a long standing member of the performance team. Keith has led the way in the area of late model diagnostics and computer technology. Keith is presently helping many late model vette owners increase their performance with Hypertech stage II power chips. Keith's future vision is moving towards lap-top computer programming to keep pace with the high performance engine of the 90's. Keith's other specialty is rebuilding cross fire throttle bodies. He recently has been working with a group in California, boring throttle plates to compliment motor rebuilds that have added extra cubes.

Tom Collins is our newest tech. Tom comes to the team with an impressive list of credentials. He has been an ASE Certified master tech for over 9 years. His other merits include board membership of National Automotive Technician Education Foundation (NATEF), which evaluates automotive training facilities. In addition, Tom is a transmission specialist and instructor at Catonsville Community College where he teaches technicians how to rebuild GM transmissions, in particular manhandling GM's famous 700 R4. Tom's broad base of experience will allow CPC to target other GM vehicles needing service. As Tom said "Most corvette owners have at least one other vehicle in the family and if its a GM - I want to fix it".



Maryland's #1 Performance Team!
Left to right: Jimmy Jones, Bill Blosser, Alex Watts, Tom Collins and Keith Rundles.

Bill Blosser. Bill attends Lincoln Tech in the evenings as part of an overall complete training program. Bill is our future master tech.

With our new approach, Corvette Performance Center plans to achieve aggressive goals set to keep us out in front as the leader in the performance automotive community. We appreciate your comments and suggestions as we strive to achieve the goals and standards we have set for ourselves.

Last, but not least, is another new face at Corvette Performance Center. Lincoln Technical Institute student

Put more **WADOM** In your **VETTE**

It's probably been a few years since you bought your Vette. At the time it was your dream come true, perfect in every way. But lately, have you found yourself coping with one or more of these minor aggravations: A loss of power? Poor gas mileage? Minor leaks? Dead Battery? Tires wearing too fast?

Don't let these symptoms come between you and your car. Corvette Performance Center can solve many problems that remain mystery's to non-specialist mechanics.

Performance Yoke

If you have problems with unpredictable rear tracking, chattering after warm up, a "clunk" sound when going into gear, or uneven wearing of rear tires, your car may need the Performance Yoke. Introduced to the market and patented by Corvette Performance Center's Jim Darin in 1983, the Performance Yoke is manufactured with hardened steel that resists wear from the pinion gears in the differential and is guaranteed for the life of your corvette.

Throttle Service

Common problems include idle speed fluctuations, poor gas mileage, rough running, sulphur (rotten egg) exhaust smell, SERVICE ENGINE light on, difficult starting and loss of power. Corvette Performance Center runs a Delco Diagnostic Check to determine the cause of your problem.

Power Steering Service

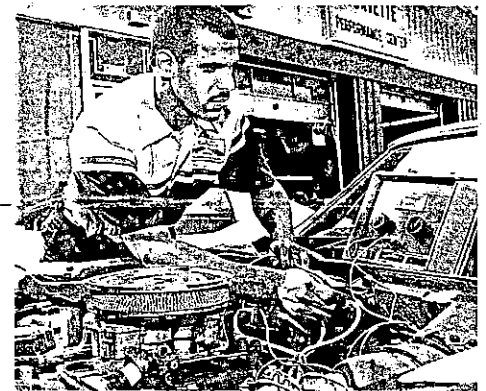
Common problems are fluid leaks in the front of your vehicle, wandering or erratic steering, a shake or shimmy in the steering wheel, a whining sound when turning and stiff steering when cold (84 models and up). From control valves to complete rack and pinion assemblies, Corvette Performance Center has the technicians and equipment to solve any steering problem.

Brake Service

Wheel bearings, axles and brakes are all interrelated on Corvettes. Making a correct diagnosis and repair is best left to a specialist. Corvette Performance Center's experienced staff can solve any brake problem, including squealing, pulling to one side, low pedal, and adjustment of parking brakes.

Electrical Service

Common problems include flickering dash lights (84 and up), battery losing charge, car hard to start, fuses that blow repeatedly, and erratic gauge readout. No matter what your electrical problem, chances are Corvette Performance Center has seen it all.



Engine Rebuilding

From street sleeper to stone stock, our staff of experts will advise you how to improve your Corvette's heart rate. We offer a complete machine shop service, stock rebuilding and performance modification for your car.

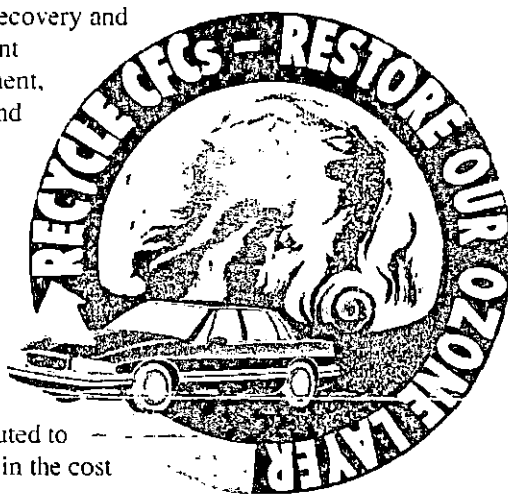
**I N T H E
FUTURE**

Look for Corvette Performance Center at the 1993 Corvette Carlisle Auto Show during the last week of August. Stop by our booth, meet our high performance team and see our new selection of specialty equipment and merchandise

ENVIRONMENTAL LEGISLATION TO IMPACT AUTOMOBILE AIR CONDITIONING SYSTEMS.

Recovery and recycling of the CFC refrigerant in your car's A/C system is now required by law when that system is serviced. Recovery and recycling of refrigerant requires extra equipment, technician training, and time.

Further, international agreements, a tax on floor stocks and a U. S. policy statement mandating a virtual production ban on CFC's by the end of 1995 all have contributed to a substantial increase in the cost of CFC refrigerant.



These factors may increase the amount we must charge you to provide the service you require.

OUR POLICY

It is our policy not to add refrigerant to a leaking A/C system without first repairing the system. Every Corvette Performance Center mechanic has completed MACS certification training and has the tools and equipment needed to provide fast and accurate diagnosis and repair of your car's A/C system. Normal air conditioning service costs \$75 and includes charging and checking the system for leaks with 1/4 oz. of tracing dye, 1 oz. of oil and 2.5 lb. of freon.

Certified by:



AUTHORIZED WASTE OIL RECYCLING CENTER



Corvette Performance Center encourages do-it-yourselfers to dispose of used oil properly. Be a friend to the environment - bring your waste oil to us and we'll recycle it safely.

HIGH PERFORMANCE

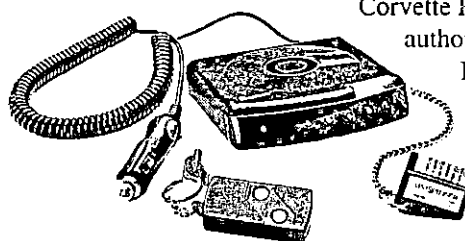
The **HYPERTECH** Power Chip

WIDE OPEN THROTTLE
PERFORMANCE!

With a HyperTech power chip and thermostat change you can dramatically improve vehicle performance while retaining original levels of exhaust emissions and fuel economy for all driving situations. The Power Chip optimizes spark advance settings and fuel delivery calibrations to achieve maximum torque. Gains of 10 to 20 horsepower and 3 to 7 tenths of a second from 0 to 60 mph are typical.

The cost of the Power Chip averages \$225 per unit, labor not included. Call Corvette Performance Center for exact pricing for your model. Also, ask about other HyperTech products to complement your Power Chip, such as the Air Charger 4000 and the Power Fuel Pressure Regulator.

IMMOBILISER™ THE BEST SYSTEM FOR STOPPING CAR THIEVES.



Corvette Performance Center is now an authorized dealer/installer of

Immobilizer Vehicle Alarm Systems. The Immobilizer is an advanced, computer aided vehicle security system. It is installed directly to your ignition system and

requires a separate custom-coded key

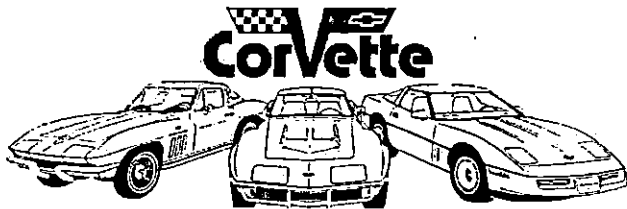
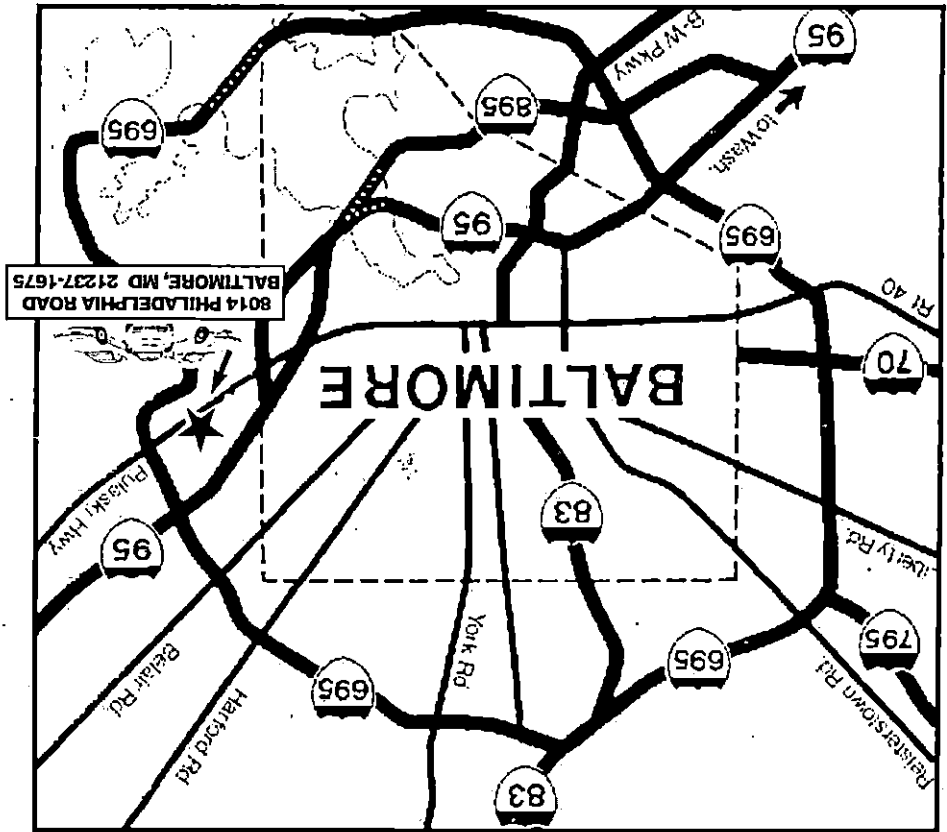
before you can start your car. Not even hot wiring can override the Immobilizer System. Consequently, thieves don't like it and insurance companies do. In fact, twelve major insurance companies have approved it. The Immobilizer comes with a life-time warranty against failure. Call us for more information about the advantages of using The Immobilizer.

**NOOS
ENGINE
SERVICE**

1-800-426-9542

410-866-3400

**Call for
Fall & Winter
Specials**



Performance Center

8014 Philadelphia Road Baltimore, Maryland 21237-1675

Bulk Rate
U. S. Postage
PAID
Baltimore, MD
Permit No. 1675

DAVID EDWARD ROSE
922 WINTERHAVEN DRIVE
GAMBRILLS

AA MD
21054

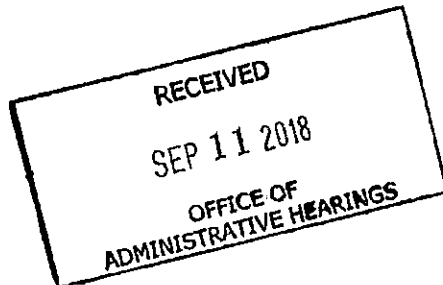
(410) 866-3400

1-800-426-9542



DONALD I. MOHLER III
County Executive

ANDREA VAN ARSDALE, *Director*
Department of Planning



September 7, 2018

Mr. Peter Alatzas
Days Woods Properties, LLC.
7502 Days Woods Court
Kingsville, Md. 21087

RE: Premise Address: 8014 Philadelphia Road, Baltimore MD 21237
Exemption for the Building-Mounted Sign – "Corvette sign"
Zoning Case: 2018-0206-X

Dear Mr. Alatzas:

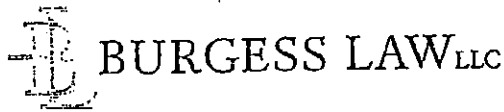
This letter is to certify that, in a regularly scheduled meeting on September 6, 2018, the Baltimore County Planning Board voted unanimously to approve the request stated in the April 13, 2018 letter (attached) on behalf of Days Wood Properties, LLC (Peter and Polly Alatzas, owners) to exempt the "Corvette Sign" from the abatement provisions in Section 450.8.D of the Baltimore County Zoning Regulations.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea Van Arsdale".

Andrea Van Arsdale,
Secretary to the Planning Board

AVA:jdd



8640 Ridgely's Choice Drive | 410.870.5200
Suite 201A | 866.325.8895 fax
BCEFCU Building | doug@burgesslawllc.com
Nottingham, MD 21236 | www.burgesslawllc.com

April 13, 2018

RECEIVED

APR 19 2018

DEPARTMENT OF PLANNING

Andrea Van Arsdale, Director
Baltimore Co. Dept. of Planning
105 W. Chesapeake Avenue
Suite 101
Towson, MD 21204

Re: Premise Address: 8014 Philadelphia Road, Baltimore, MD 21237
Exception for Building-Mounted Sign -- Corvette on Roof of Service Garage

Dear Director Van Arsdale:

Please accept this letter from me as an Exemption Request for the Building Mounted Sign of Cultural and Historical Importance filed by my client, Days Woods Properties, LLC (Peter and Polly Alatzas, owners) for the property known as 8014 Philadelphia Road, Baltimore, MD 21237 (the "Property"). (See Exhibit 4).

The request is to maintain the building mounted sign consisting of a Corvette on the roof of the service garage at the Property.

The subject automotive service property is located in the Rosedale Section of Baltimore County and is within the Business Local Automotive Service (BLAS) zone.

The property is a community oriented business property improved, and has community support. See Exhibit 7, letter of John Kapinski, who states "landmark in Rosedale with the Corvette on the roof."

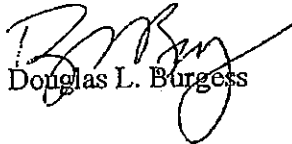
Brian Dietz, PLS and this law firm were hired to pursue a Special Exception (S/E) for service garage for this property. The plan and petition were filed and hearing held before The Honorable John Beverungen. No one appeared in opposition at the hearing. The S/E petition was granted in this matter on April 4, 2018. See Exhibit 13.

The property has been a long time garage use. Please note that it was a Shell Oil fuel service station with repairs from 1958 to 1971, when the pumps were pulled. The location was a Corvette Service Center for twenty five (25) years from 1979 to 2004. The Corvette on the roof was there for this during this period of well loved business and community use. See Exhibit 11, the Corvette Performance Brochure from Fall 1993. The property has continued as an auto service garage since 2004 to the present, albeit not as a Corvette Performance Center.

Andrea Van Arsdale, Director
April 13, 2018
Page Two

For the foregoing reasons, kindly grant the relief requested in this matter. If you have any questions or concerns, please advise.

Very truly yours,


Douglas L. Burgess

DLB/kh
Enclosures
Cc: Brian Dietz
Days Woods Properties, LLC

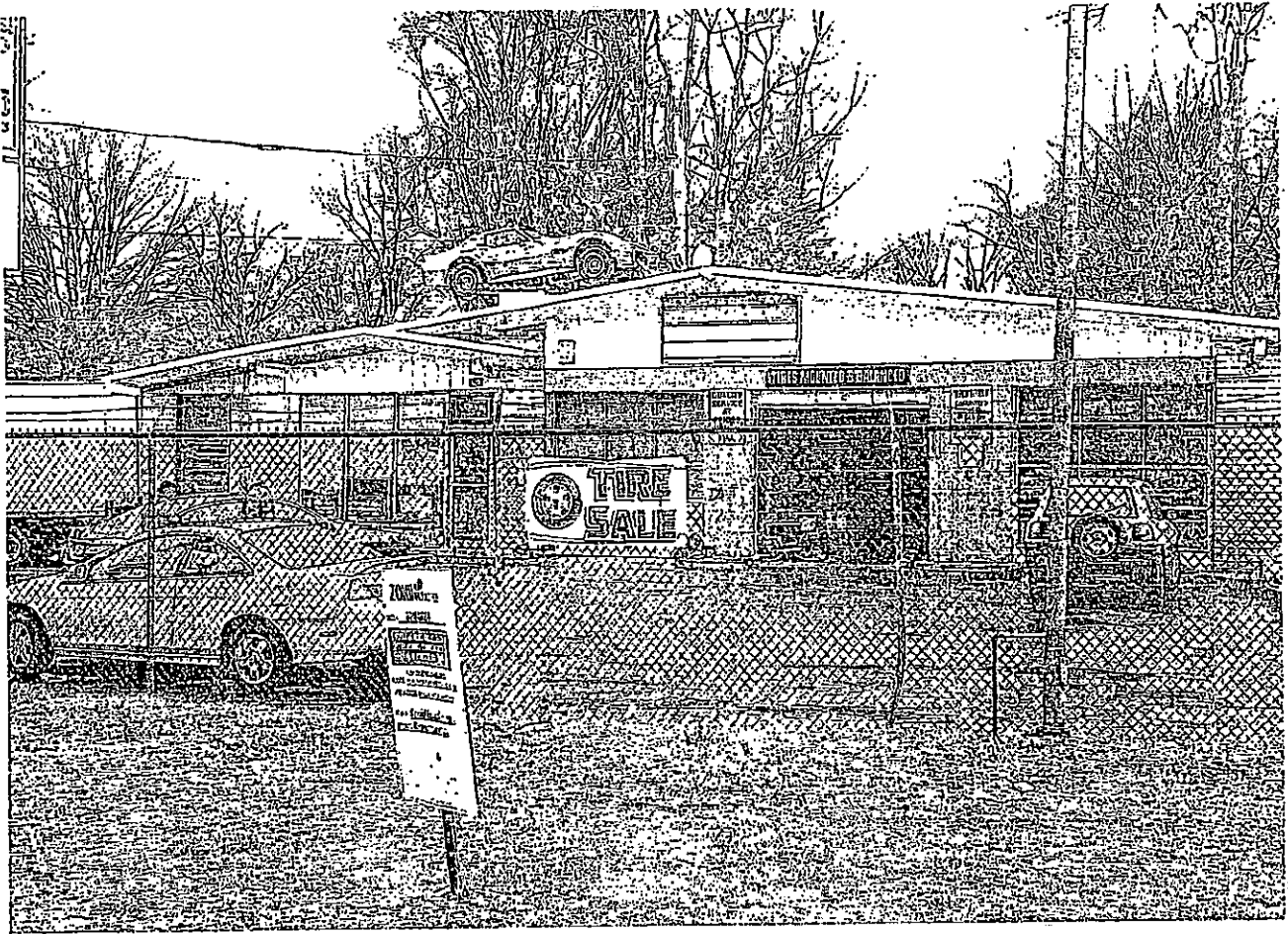
VERIFICATION

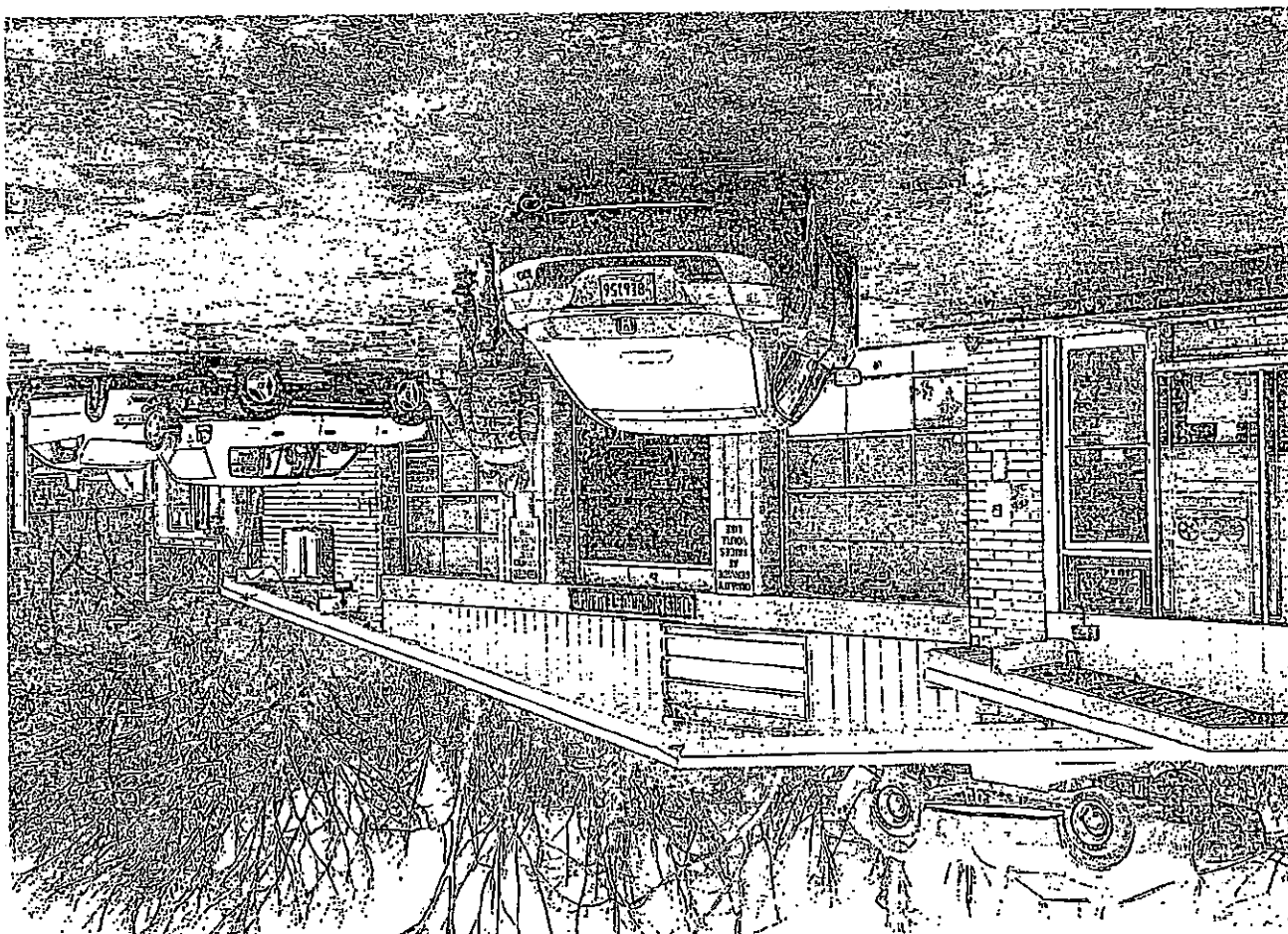
I, Peter Alatzas, swear and affirm that:

- I am a life long resident of Rosedale.
- I am 55 years old.
- I am personally familiar with the Property, both before and after I purchased it as part of Days Woods Properties, LLC.
- The Corvette sign on the roof of the service garage has been an icon of cultural and historical significance since 1979. It is well loved and liked and continues to this day.
- This letter above is true and correct.


Peter Alatzas

4/16/18
Date







CASE NAME

DATE _____

2018-206-X

4-2-2018

E - MAIL

[illegible]

Outline of Special Exception Hearing

Introduction

- Introduce petitioner and property by describing same
- Introduce all professional working on property
- Describe the relief requested

Expert Witness

- introduce and qualify as an expert
- Introduce Plan as Exhibit 1 *the "neighborhood"*
- describe what investigation you did regarding the property
 - describe vicinity and then specific site; describe other uses in vicinity
 - Describe existing and proposed uses; describe buildings and parking and current use; are any exterior changes to bldg or parking lot envisioned other than restriping?
- go over ZAC Comments
- describe your conclusions in relation to the standards under 502.1 BCZR and Shultz v Pritts 291 MD 1 (1995), People's Counsel v. Loyola college, 406 Md 54 (2008) ...please demonstrate to the commissioner that the proposed use will not be detrimental to the h, s, w of the general locale. And other provisions of 502.1.... And..... *Altan*
will the proposed s/e use cause adverse impacts over and above inherently associated with the use elsewhere in the zone. Mossberg v. Montgomery Co 321 Md 494 (1993).; is the relief consistent with spirit and intent of regulations.
- offer witness to Commissioner for any questions

Lay witness:

- name and address and brief work history.
- describe your role as owner of the property and the operator; describe your experience in the business; describe the financial benefit to local restaurants and florist shops and places of worship; are you taking an empty building and revitalizing it; are you providing employment
- did you meet with the community
- Exhibits letters of support
- Offer witness to commissioner for any questions.

Closing

- Explain 30 day rule
- Request relief
- Offer to provide draft of order
- Thank witnesses, county petitioner and commissioner

C H E C K L I S T

<u>Comment Received</u>	<u>Department</u>	<u>Support/Oppose/ Conditions/ Comments/ No Comment</u>
3/7	DEVELOPMENT PLANS REVIEW (if not received, date e-mail sent _____)	NO Comment
2/21	DEPS (if not received, date e-mail sent _____)	NO Comment
	FIRE DEPARTMENT	
3/13	PLANNING (if not received, date e-mail sent _____)	NO objection w/ conditions
2/21	STATE HIGHWAY ADMINISTRATION	NO Objection
	TRAFFIC ENGINEERING	
	COMMUNITY ASSOCIATION	
	ADJACENT PROPERTY OWNERS	
ZONING VIOLATION	(Case No. _____)	
PRIOR ZONING	(Case No. _____)	
NEWSPAPER ADVERTISEMENT	Date: 3/13/18	
SIGN POSTING	Date: 3/13/18 by SSG Black	
PEOPLE'S COUNSEL APPEARANCE	Yes ☒ No ☐	
PEOPLE'S COUNSEL COMMENT LETTER	Yes ☐ No ☐	

Comments, if any: _____

1911/12

178

1912/13

180

1913/14

182

1914/15

184

1915/16

186

188

Real Property Data Search

Search Result for BALTIMORE COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Account Identifier:		District - 14 Account Number - 1404036475			
Owner Information					
Owner Name:		DAYS WOODS PROPERTIES LLC		Use:	COMMERCIAL
Mailing Address:		7502 DAYS WOODS CT KINGSVILLE MD 21087-1751		Principal Residence:	NO
				Deed Reference:	/19617/ 00360
Location & Structure Information					
Premises Address:		8014 PHILADELPHIA RD 0-0000		Legal Description:	.326AC WS PHILADELPHIA RD OPP CHESACO AV
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section: Block: Lot:
0089	0022	0144		0000	
				Assessment Year:	Plat No:
				2016	Plat Ref:
Special Tax Areas:			Town:		
			NONE		
			Ad Valorem:		
			Tax Class:		
Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use	
	1914		14,213 SF	20	
Stories	Basement	Type	Exterior	Full/Half Bath	Garage
		SERVICE GARAGE			
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of	As of	As of
			01/01/2016	07/01/2017	07/01/2018
Land:		242,200	242,200		
Improvements		73,800	79,400		
Total:		316,000	321,600	319,733	321,600
Preferential Land:		0			0
Transfer Information					
Seller: DARIN JAMES WILLIAM		Date: 02/18/2004		Price: \$190,000	
Type: NON-ARMS LENGTH OTHER		Deed1: /19617/ 00360		Deed2:	
Seller: DARIN JAMES WILLIAM		Date: 05/17/1984		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /06714/ 00247		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:	Class	07/01/2017		07/01/2018	
County:	000	0.00			
State:	000	0.00			
Municipal:	000	0.00 0.00		0.00 0.00	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Homestead Application Information					
Homestead Application Status: No Application					

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application **Date:**
