

RESOLUTION NO. 78  
(As Amended)

RESOLUTION OF THE BOARD OF TOWN COMMISSIONERS  
TO AMEND ARTICLE II OF THE CHARTER OF THE TOWN  
OF BEL AIR TO EXTEND THE CORPORATE BOUNDARIES  
AND TO DESIGNATE THE ZONING CLASSIFICATION OF  
THE LAND BEING ANNEXED.

A Resolution of the Board of Town Commissioners, adopted pursuant to the authority of Article 11-E of the Constitution of Maryland, Section 19 of Article 23A of the Annotated Code of Maryland, 1957, (1987 Replacement Volume), entitled "Corporations - Municipal", subheading "Annexation", to enlarge the corporate boundaries of the Town of Bel Air by amending the Public Local Law of Harford County, being a part of Article 13 of the Code of Public Local Laws of Maryland by adding to Section 202 entitled Additions, paragraph "N", to Article II CORPORATE LIMITS of the Charter of the Town of Bel Air, annexing to said corporate boundaries the following area, contiguous to and adjoining the present corporate boundaries of the Town of Bel Air, on the easterly side of Relocated MD Rt. 24, being the land owned by the Bel Air Land Development VIII Limited Partnership, C. Kelly Smith - General Partner, which is particularly and separate described as follows:

Beginning for the same at a point at the end of the first or North 35 46' 42" East 1121.63 foot line of Exhibit 'B' of that parcel of land which was conveyed by Charles M. Tatelbaum, assignee, to Bel Air Land Development V Limited Partnership by deed dated June 3, 1986, and recorded among the Land Records of Harford County, Maryland in Liber C.G.H. 1323, folio 236, said point being also on the southwesterly side of Atwood Road as shown on a plat entitled "Atwood Road Extension Right-of-Way Plat for Town of Bel Air, dated June 12, 1967, and recorded among the Plat Records of said Harford County in Plat Book G.R.G. 19, folio 16, running thence binding on a part of the southwesterly side of Atwood Road, as shown on said plat, and binding on a part of the second line of the herein above mentioned deed, as now surveyed

(1) South 36 19' 50" East 1500.40 feet to the end of the fourth or North 03 41' 59" East 30.67 foot line of that parcel of land which was conveyed by Charles M. Tatelbaum Assignee and Old Court Savings and Loan, Inc. to Harford County, Maryland, by deed dated October 30, 1985, and recorded among said Land Records in Liber C.G.H. 1295, folio 732, said conveyance being for the bed of proposed MacPhail Road, thence leaving the southwesterly side of Atwood Road, binding reversely on all of the fourth line of the last mentioned deed, which is the westerly side of proposed MacPhail Road, (2) South 03 41' 59" West 30.67 feet, running thence binding reversely on all of the third line of the hereinabove last mentioned deed, which is the northwesterly side of proposed MacPhail Road, (3) southwesterly by a curve to the right having a radius of 2835.00 feet and a length of 548.31 feet, said curve being subtended by a chord bearing South 49 18' 23" West 547.46 feet to intersect the northeasterly right-of-way line of Relocated Route 24 as shown on Maryland State Highway Administration Right-of-Way Plat No. 48482, thence leaving the northwesterly side of said proposed MacPhail Road, and binding along the northeasterly Right-of-Way Line of Relocated Route 24, as shown on said Right-of-Way Plat No. 48482, and as shown on Right-of-Way Plat No. 48481, the thirteen following courses, viz: (4) North 47 23' 47" West 34.61 feet, (5) North 55 34' 41" West 208.84 feet, (6) North 53 11' 23" West 202.11 feet, (7) North 45 40' 30" West 101.12 feet, (8) North 51 54' 55" West 200.16 feet (9) North 62 10' 31" West 50.49 feet, (10) North 05 16' 44" East 99.15 feet, (11) North 60 20' 35" West 60.00 feet, (12) South 29 39' 26" West 93.54 feet, (13) North 62 10' 31" West 50.49 feet, (14) North 54 12' 21" West 200.00 feet, (15) North 45 40' 35" West 101.12 feet and (16) North 60 24' 33" West 70.92 feet to a point on the first line of the herein above first mentioned deed (C.G.H. 1323, folio 236) thence leaving the northeasterly right-of-way line of Relocated Route 24, binding on the remainder of the first line of said above first mentioned deed, and binding reversely on all of the second or South 47 01' 10" West 1014.57 foot line of

Schedule 'A' of that parcel of land which was conveyed by Bel Air Plaza, Inc. et al to C & E. Realty Company by deed dated June 23, 1976, and recorded among said Land Records in Liber H.D.C. 1001, folio 991, as now surveyed (17) North 35 45' 33" East 1013.81 feet to the place of beginning.

Containing 24.999 acres of land more or less.

Being a part of Exhibit "B" of that parcel of land which was conveyed by Charles M. Tatelbaum, assignee, to Bel Air Land Development V Limited Partnership by deed dated June 3, 1986, and recorded among the Land Records of Harford County, Maryland in Liber C.G.H. 1323, folio 236.

Subject to the following:

1. A Right-of-Way Agreement dated March 23, 1966, and recorded among the aforesaid Land Records in Liber G.R.G. 707, folio 125 by and between W. Edgar Durham, et al, and the Harford County Metropolitan Commission.
2. A Right-of-Way Agreement dated November 26, 1984, and recorded among the aforesaid Land Records in Liber H.D.C. 1259, folio 158, by and between The Gerritt Company, Inc., and the Chesapeake and Potomac Telephone Company of Maryland.
3. A Right-of-Way Agreement dated March 20, 1985, and recorded among the aforesaid Land Records in Liber H.D.C. 1264, folio 47, by and between The Gerritt Company, Inc. and Baltimore Gas and Electric Company.

WHEREAS, on the 17th day of October, 1988, there was formally presented to the Commissioners of Bel Air a written consent to this Resolution signed by the owners of not less than twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed, requesting that the corporate boundaries of the Town of Bel Air be enlarged by annexing the area so described.

WHEREAS, the Town of Bel Air has caused to be made a verification of the signatures on said consent to annexation and has verified that the persons signing that petition represent at least twenty-five percent (25%) of the persons who reside in the area to be annexed and who are registered to vote in the county elections for Harford County, in which said area is located and that the persons signing the consent to annexation are the owners of at least twenty-five percent (25%) of the assessed valuation of the real property located in the area sought to be annexed.

WHEREAS, it appears that the consents meet all the requirements of law.

Section 1. NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Bel Air that the corporate boundaries of the Town of Bel Air be and the same are hereby enlarged by adding or annexing thereto the area contiguous to and adjoining the present corporate boundaries as particularly described in the aforesaid title to this Resolution;

Section 2. AND BE IT FURTHER RESOLVED that the conditions and circumstances applicable to the change in the said corporate boundaries and to the residents of the property in the area so annexed are as follows:

(a) that the persons residing in the area to be annexed and the owners of all property therein shall be generally subject to the provisions of the Charter of the Town of Bel Air, without special treatment as to rates of the municipal tax, or as to municipal services and facilities.

(b) that the designation of the zoning classification of the land lying within the area herein described and hereby annexed shall be "B-3" General Business District and R-O Residential Office District as indicated on Exhibit A attached hereto and described in the Zoning Ordinance of the Town of Bel Air, and shall be subject to all provisions and conditions of said Ordinance which are applicable to a "B-3" General Business District and the R-O Residential Office District.

(c) that Bel Air Land Development VIII Limited Partnership and its successors and assignees, owners of the land described in this resolution, shall submit a preliminary site plan and a final site plan for the development of such lands for review and approval by the Planning Commission of the Town of Bel Air and by the Commissioners of Bel Air before any construction for such development shall occur. Such review and approval shall be accomplished in accordance with procedures and standards set forth in the Bel Air Zoning Ordinance No. 208, and any revisions, amendments or updates thereto.

(d) that prior to development of the subject property, all necessary agreements shall be secured from MD American Water Works, the Town of Bel Air and Harford County for provision of water and sewer service in accordance with State and other applicable laws, regulations and policies.

(e) that the developer shall provide a landscaped visual screen, buffering the proposed development from the residential development on Atwood Road.

(f) that all necessary approvals shall be obtained from Maryland Water Resource Administration and the U. S. Corps of Engineers prior to development. Development in floodplain and wetland areas shall be avoided to the greatest extent possible.

(g) that the developer shall provide rental housing units at or below prevailing market rates or offices on the portion of the property, designated as "area one" in Exhibit A attached hereto.

(h) that the developer shall maintain existing tree cover to the greatest extent possible.

(i) that the developer shall be responsible for all costs involved in any necessary traffic signalization improvements required because of the proposed development on Atwood Road and on MacPhail Road.

(j) that the developer shall retain the wetland areas in their natural state as a park like amenity to the project.

(k) that the developer be responsible for the resurfacing of S. Atwood Road adjacent to the subject parcel.

(l) that the proposed shopping center shall not exceed 110,000 square feet in size.

Section 3. AND BE IT FURTHER RESOLVED THAT ARTICLE II of the Charter of the Town of Bel Air, is hereby amended by adding to Section 202 ADDITIONS of said Article, paragraph "N" being the fourteenth addition to the corporate limits following adoption of Resolution No. 47 repealing and reenacting the Charter of the Town of Bel Air with a new article II setting forth a comprehensive metes and bounds description of the corporate limits of Bel Air, effective June 15, 1977. Said amendment as follows:

Section 202. Additions

\*\*\*\* (N) BEGINNING FOR THE SAME at a point at the end of the first or North 35° 46' 42" East 1121.63 foot line of Exhibit "B" of that parcel of land which was conveyed by Charles M. Tatelbaum, assignee, to Bel Air Land Development V Limited Partnership by deed dated June 3, 1986, and recorded among the Land Records of Harford County, Maryland in Liber C.G.H. 1323, folio 236, said point being also on the southwesterly side of Atwood Road as shown on a plat entitled "Atwood Road Extension Right-of-Way Plat for Town of Bel Air", dated June 12, 1967, and recorded among the Plat Records of said Harford County in Plat Book G.R.G. 19, FOLIO 16, and being at the beginning of the ninety-sixth or South 36° 27' East 1585.51 foot line of Article II Section 201 of the Charter of the Town of Bel Air running thence binding on a part of the southwesterly side of Atwood Road, as shown on said plat, and binding on a part of the second line of the herein above mentioned deed, and binding on a part of said ninety-sixth line of the Charter of the Town of Bel Air, as now surveyed.

(1) South 36° 19' 50" East 1500.40 feet.

(2) South 03° 41' 59" West 30.67 feet.

\*\*\*\* Supplement #23 (2/2/88)

- (3) Southwesterly by a curve to the right having a radius of 2835.00 feet and a length of 548.31 feet, said curve being subtended by a chord bearing South  $49^{\circ} 18' 23''$  West 547.46 feet to intersect the northeasterly right-of-way line of Relocated Route 24 as shown on Maryland State Highway Administration Right-of-Way Plat No. 48482, thence leaving the northwesterly side of said proposed MacPhail Road, and binding along the northeasterly Right-of-Way Line of Relocated Route 24, as shown on said Right-of-Way Plat No. 48482, and as shown on Right-of-Way Plat No. 48481, the thirteen following courses, viz:
- (4) North  $47^{\circ} 23' 47''$  West 34.61 feet.
  - (5) North  $55^{\circ} 34' 41''$  West 208.84 feet.
  - (6) North  $53^{\circ} 11' 23''$  West 202.11 feet.
  - (7) North  $45^{\circ} 40' 30''$  West 101.12 feet.
  - (8) North  $51^{\circ} 54' 55''$  West 200.16 feet.
  - (9) North  $62^{\circ} 10' 31''$  West 50.49 feet.
  - (10) North  $05^{\circ} 16' 44''$  East 99.15 feet.
  - (11) North  $60^{\circ} 20' 35''$  West 60.00 feet.
  - (12) South  $29^{\circ} 39' 26''$  West 93.54 feet.
  - (13) North  $62^{\circ} 10' 31''$  West 50.49 feet.
  - (14) North  $54^{\circ} 12' 21''$  West 200.00 feet.
  - (15) North  $45^{\circ} 40' 35''$  West 101.12 feet.
  - (16) North  $60^{\circ} 24' 33''$  West 70.92 feet to a point, and binding on part of the ninety-fifth line of said Article II Section 201 of the Charter of the Town of Bel Air as now surveyed.
  - (17) North  $35^{\circ} 45' 33''$  East 1013.81 feet to the place of beginning.
- Containing 24.999 acres of land more or less.

Section 4. AND BE IT FURTHER RESOLVED that this Resolution shall become effective at the end of forty-five (45) days following its final enactment unless a proper petition for referendum hereon shall be filed as permitted by law.

INTRODUCTION: November 7, 1988

PUBLIC HEARING: December 19, 1988

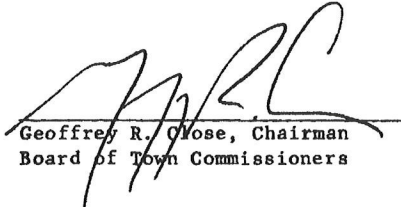
ENACTMENT: February 6, 1989

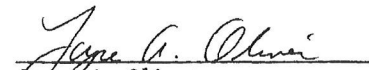
EFFECTIVE: March 23, 1989

AYES: 3

NAYES: 2 (Commissioners Close and Robbins)

ABSENT: 0

  
Geoffrey R. Close, Chairman  
Board of Town Commissioners

  
Joyce A. Oliver  
Town Clerk

RESOLUTION NO. 92

AN AMENDMENT TO RESOLUTION NO. 78  
A RESOLUTION OF THE BOARD OF TOWN COMMISSIONERS  
TO AMEND ARTICLE II OF THE CHARTER OF THE TOWN  
OF BEL AIR TO EXTEND THE CORPORATE BOUNDARIES  
AND TO DESIGNATE THE ZONING CLASSIFICATION OF  
THE LAND BEING ANNEXED

A Resolution of the Board of Town Commissioners adopted pursuant to the authority of Article 11-E of the Constitution of Maryland, Section 19 of Article 23A of the Annotated Code of Maryland, 1957, (1990 Replacement Volume), entitled "Corporations - Municipal", subheading "Annexation", to amend Section 2, subsection (g) of Resolution No. 78, being the land owned by the Bel Air Land Development VIII Limited Partnership, which is particularly and separately described as follows:

Beginning for the same at a point at the end of the first or North 35° 46'42" East 1121.63 foot line of Exhibit B of that parcel of land which was conveyed by Charles M. Tatelbaum, assignee, to Bel Air Land Development V Limited Partnership by deed dated June 3, 1986, and recorded among the Land Records of Harford County, Maryland in Liber C.G.H. 1323, folio 236, said point being also on the southwesterly side of Atwood Road as shown on a plat entitled "Atwood Road Extension Right-of-Way Plat for Town of Bel Air, dated June 12, 1967, and recorded among the Plat Records of said Harford County in Plat Book G.R.G. 19, folio 16, running thence binding on a part of the southwesterly side of Atwood Road, as shown on said plat, and binding on a part of the second line of the herein above-mentioned deed, as now surveyed (1) South 36° 19'50" East 1500.40 feet to the end of the fourth or North 03° 41'59" East 30.67 foot line of that parcel of land which was conveyed by Charles M. Tatelbaum Assignee and Old Court Savings and Loan, Inc. to Harford County, Maryland, by deed dated October 30, 1985, and recorded among said Land Records in Liber C.G.H. 1295, folio 732, said conveyance being for the bed of proposed MacPhail Road, thence leaving the southwesterly side of Atwood Road, binding reversely on all of the fourth line of the last mentioned deed,

which is the westerly side of proposed MacPhail Road, (2) South 03° 41'59" West 30.67 feet, running thence binding reversely on all of the third line of the hereinabove last mentioned deed, which is the northwesterly side of proposed MacPhail Road, (3) southwesterly by a curve to the right having a radius of 2835.00 feet and a length of 548.31 feet, said curve being subtended by a chord bearing South 49° 18'23" West 547.46 feet to intersect the northeasterly right-of-way line of Relocated Route 24 as shown on Maryland State Highway Administration Right-of-Way Plat No. 48482, thence leaving the northwesterly side of said proposed MacPhail Road, and binding along the northeasterly Right-of-Way Line of Relocated Route 24, as shown on said Right-of-Way Plat No. 48482, and as shown on Right-of-Way Plat No. 48481, the thirteen following courses, viz: (4) North 47° 23'47" West 34.61 feet, (5) North 55° 34'41" West 208.84 feet, (6) North 53° 11'23" West 202.11 feet, (7) North 45° 40'30" West 101.12 feet, (8) North 51° 54'55" West 200.16 feet, (9) North 62° 10'31" West 50.49 feet, (10) North 05° 16'44" East 99.15 feet, (11) North 60° 20'35" West 60.00 feet, (12) South 29° 39'26" West 93.54 feet, (13) North 62° 10'31" West 50.49 feet, (14) North 54° 12'21" West 200.00 feet, (15) North 45° 40'35" West 101.12 feet and (16) North 60° 24'33" West 70.92 feet to a point on the first line of the herein above first mentioned deed (C.G.H. 1323, folio 236) thence leaving the northeasterly right-of-way line of Relocated Route 24, binding on the remainder of the first line of said above first mentioned deed, and binding reversely on all of the second or South 47° 01'10" West 1014.57 foot line of Schedule A of that parcel of land which was conveyed by Bel Air Plaza, Inc. et al to C. & E. Realty Company by deed dated June 23, 1976, and recorded among said Land Records in Liber H.D.C. 1001, folio 991, as now surveyed (17) North 35° 45'33" East 1013.81 feet to the place of beginning.

Containing 24.999 acres of land more or less.

Being a part of Exhibit "B" of that parcel of land which was

conveyed by Charles M. Tatelbaum, assignee, to Bel Air Land Development V Limited Partnership by deed dated June 3, 1986, and recorded among the Land Records of Harford County, Maryland in Liber C.G.H. 1323, folio 236.

Subject to the following:

1. A Right-of-Way Agreement dated March 23, 1966, and recorded among the aforesaid Land Records in Liber G.R.G. 707, folio 125 by and between W. Edgar Durham, et al, and the Harford County Metropolitan Commission.
2. A Right-of-Way Agreement dated November 26, 1984, and recorded among the aforesaid Land Records in Liber H.D.C. 1259, folio 158, by and between The Gerritt Company, Inc., and the Chesapeake and Potomac Telephone Company of Maryland.
3. A Right-of-Way Agreement dated March 20, 1985, and recorded among the aforesaid Land Records in Liber H.D.C. 1264, folio 47, by and between The Gerritt Company, Inc. and Baltimore Gas and Electric Company.

**WHEREAS**, the Town of Bel Air received a written request to amend Section 2 (g) of Resolution No. 78, as approved on February 6, 1989, to permit the property to be developed and used for a child care center and offices. (A copy of the letter is attached hereto as Exhibit B); and

**WHEREAS**, the Town of Bel Air recognizes the need to permit alternative uses on the subject property in addition to those originally approved.

**NOW, THEREFORE, BE IT RESOLVED** by the Bel Air Board of Town Commissioners that Resolution No. 78, Subsection 2 (g) be amended as follows:

Section 2. **AND BE IT FURTHER RESOLVED** that the conditions and circumstances applicable to the change in the said corporate boundaries and to the residents of the property in the

area so annexed are as follows:

(a) that the persons residing in the area to be annexed and the owners of all property therein shall be generally subject to the provisions of the Charter of the Town of Bel Air, without special treatment as to rates of the municipal tax, or as to municipal services and facilities.

(b) that the designation of the zoning classification of the land lying within the area herein described and hereby annexed shall be "B-3" General Business District and R-0 Residential Office District as indicated on Exhibit A attached hereto and described in the Zoning Ordinance of the Town of Bel Air, and shall be subject to all provisions and conditions of said Ordinance which are applicable to a "B-3" General Business District and the R-0 Residential Office District.

(c) that Bel Air Land Development VIII Limited Partnership and its successors and assignees, owners of the land described in this Resolution, shall submit a preliminary site plan and a final site plan for the development of such lands for review and approval by the Planning Commission of the Town of Bel Air and by the Commissioners of Bel Air before any construction for such development shall occur. Such review and approval shall be accomplished in accordance with procedures and standards set forth in the Bel Air Zoning Ordinance No. 208, and any revisions, amendments or updates thereto.

(d) that prior to development of the subject property, all necessary agreements shall be secured from MD American Water Works, the Town of Bel Air and Harford County for provision of water and sewer service in accordance with State and other applicable laws, regulations and policies.

(e) that the developer shall provide a landscaped visual screen, buffering the proposed development from the residential development on Atwood Road.

(f) that all necessary approvals shall be obtained from Maryland Water Resource Administration and the U. S. Corps of Engineers prior to development. Development in floodplain and

wetland areas shall be avoided to the greatest extent possible.

(g) that the developer shall provide a child care center, rental housing units at or below prevailing market rates or offices on the portion of the property, designated as "area one" in Exhibit A attached hereto.

(h) that the developer shall maintain existing tree cover to the greatest extent possible.

(i) that the developer shall be responsible for all costs involved in any necessary traffic signalization improvements required because of the proposed development on Atwood Road and on MacPhail Road.

(j) that the developer shall retain the wetland areas in their natural state as a park-like amenity to the project.

(k) that the developer be responsible for the resurfacing of S. Atwood Road adjacent to the subject parcel.

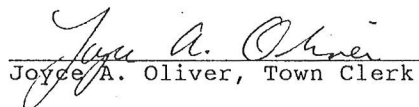
(l) that the proposed shopping center shall not exceed 110,000 square feet in size.

**AND BE IT FURTHER RESOLVED** that this Resolution shall become effective at the end of forty-five (45) days following its final enactment unless a proper petition for referendum hereon shall be filed as permitted by law.

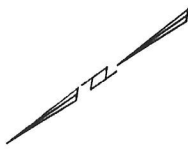
INTRODUCTION: October 4, 1993  
PUBLIC HEARING: November 15, 1993  
ENACTMENT: November 15, 1993  
EFFECTIVE: January 4, 1994

AYES: 4  
NAYES: 0  
ABSENT: 0  
ABSTAINED: 1 (Commissioner  
McComas)

  
W. Eugene Graybeal, Chairman  
Board of Town Commissioners

  
Joyce A. Oliver, Town Clerk

Name	Bearing	Length	Radius	Chord	Tangent
C1	011°01'53"	248.31	2035.00	547.46	275.01
C2	082°51'54"	220.00	356.56	316.81	231.29
C3	082°51'54"	250.00	405.20	386.28	262.92
C4	082°51'54"	280.00	453.82	405.78	294.36



C&S REALTY CO.  
1001/991

- ZONING**
- LOT A B - 3
  - LOT B B - 3
  - LOT C B - 3

THE 100 YEAR FLOOD PLAIN SHOWN HEREON IS BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP DATED 10/11/82. THE FLOOD PLAIN PANEL #240040-0094-A.

THE CONSTRUCTION PLANS FOR THE COMMUNITY WATER SUPPLY COMMUNITY SEWERAGE FACILITIES TO SERVE THE PROJECT WERE APPROVED ON 2/4/92 (S) BY THE BOARD OF SUPERVISORS OF THE ENVIRONMENT. CONSTRUCTION PERMIT NUMBER 48-12-129. SEWER S-92-24-130. WATER W-92-12-129. THE FACILITIES WILL BE AVAILABLE TO ALL LOTS OFFERED FOR SALE.

APPROVED: *[Signature]*  
OWNER

HEALTH OFFICER: *[Signature]*

OWNER'S CERTIFICATE

THE REQUIREMENTS OF SEC. 72A TO 72D OF THE ANNOTATED CODE OF MARYLAND, AND 84 AND 78B OF THE ACTS OF 1947, AND 88 AND 89 OF THE ACTS OF 1948, AS AMENDED BY CHAPTERS 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

RECORDING STAMP  
Rec'd for Record Mar. 13, 1992  
at 11:30 a.m. Clerk E. M. Sims

OWNER'S CERTIFICATE  
I, WALTER M. MARRIOTT, A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE LAND SHOWN HEREON HAS BEEN LAD INCLUSIVE OF AN ARTICLE OF THE ANNOTATED CODE OF MARYLAND, TITLE 27, AS ENACTED OR AMENDED BY THE ACTS OF 1945 AND 1947 AND SUBSEQUENT ACTS, IF ANY, AMENDATORY THEREOF.

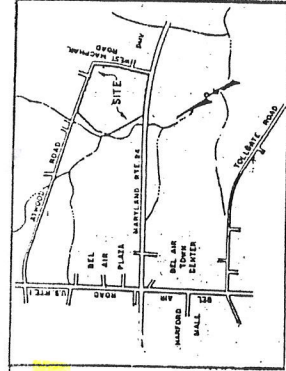
PROF. LAND SURVEYOR No. 02686  
Walter M. Marriott, Esq.

COUNTY HEALTH OFFICER  
APPROVED: *[Signature]*  
SUPERINTENDENT OF PUBLIC WORKS  
APPROVED: *[Signature]*  
BEL AIR PLANNING COMMISSION

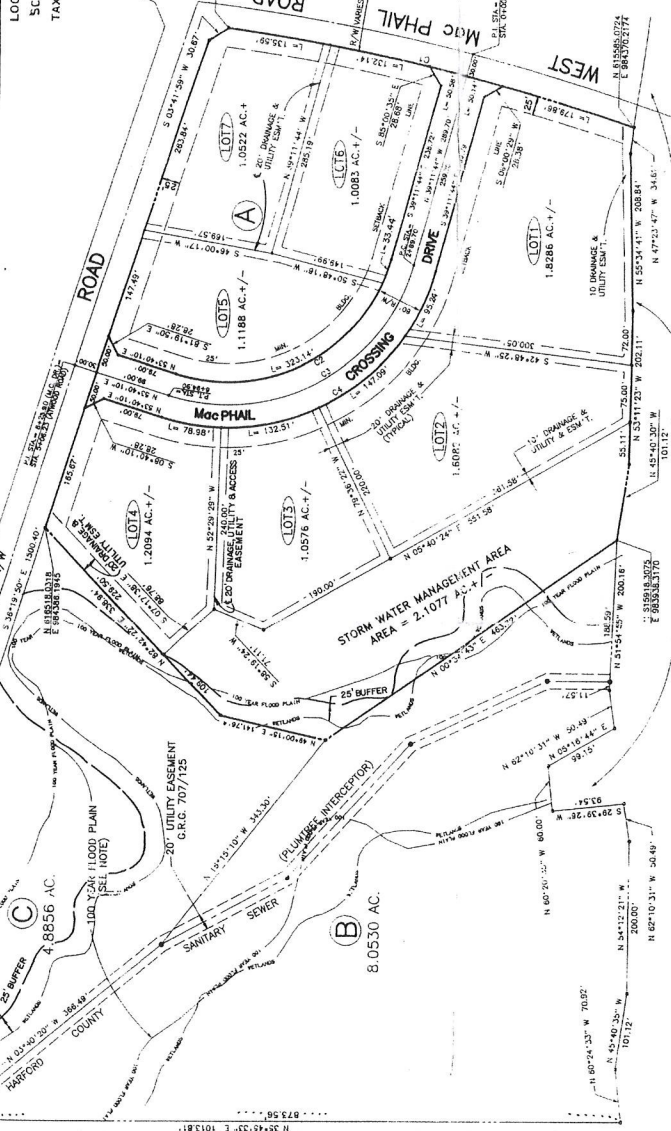
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PROF. LAND SURVEYOR No. 02686  
Walter M. Marriott, Esq.



LOCATION MAP  
SCALE = 1" = 1200'  
TAX MAP: 49 9/0 PARCEL: 268



MARYLAND RTE. 24 (RELOCATED)  
S.H.A. R/W #48481 & #48482

SUBMISSION DATA - LOT 'A'

- LANDS DESIGNATED HEREON ARE DIVIDED
- PURPOSE: B-3
- TOTAL ENCLOSED AREA: 12,0617 AC +/-
- #000 - DENOTES HOUSE NUMBERS
- DRIVEWAY ENTRANCES TO BE APPROVED BY STATE HIGHWAY ADMINISTRATION AND/OR HARFORD COUNTY DEPARTMENT OF PUBLIC WORKS
- LOCATIONS TO BE APPROVED BY STATE HIGHWAY ADMINISTRATION AND/OR HARFORD COUNTY DEPARTMENT OF PUBLIC WORKS
- THIS SUBDIVISION MUST COMPLY WITH STATE REGULATIONS FOR UNDERGROUND ELECTRIC DISTRIBUTION AND TELEPHONE SERVICES
- NUMBER OF LOTS = 7

THE PURPOSE OF THIS REVISION IS TO CONSERVE LOTS 1, 2, & 3 AS SHOWN ON PLAN C.G.H. 74/27 INTO TWO LOTS, AND CONSEQUENTIALLY RENUMBER TO LOTS 1 THROUGH 6. THIS REVISION DOES NOT PREVIOUSLY SHOWN LOT LINES. THE REVISIONS TO THE WETLANDS BUFFER AREA AND ADJUSTED THE WETLANDS BUFFER TO CURRENT STANDARDS.

NO BUILDING PERMITS WILL BE ISSUED UNTIL SUCH TIME AS THE COMMUNITY WATER SUPPLY AND SEWERAGE FACILITIES ARE AVAILABLE FOR THE COMMUNITY WATER CONVEYANCE SYSTEM.

THE USE OF THE COMMUNITY WATER SUPPLY AND/OR SEWERAGE FACILITIES SHOWN ON THESE PLANS IS TO BE IN CONFORMANCE WITH HARFORD COUNTY MASTER PLAN.

RESUBDIVISION OF LOT 'A'

**BEL AIR LAND DEVELOPMENT VIII LIMITED PARTNERSHIP**

522 ROCKSPRING AVE.  
BEL AIR MARYLAND 21014

ELECTION, DISTRICT No. 3 HARFORD COUNTY, MARYLAND

**GEORGE WILLIAM STEPHENS, JR. and ASSOCIATES, INC.**

CONSULTING ENGINEERS and LAND SURVEYORS

200 EAST BROADWAY (301) 875-1500 BEL AIR, MARYLAND 21014

**GWS**

FILE NO. 00581  
SCALE: 1" = 100'  
DRAWN BY: JPP/0400  
CHECK BY: W.E.M.

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# TOWN OF BEL AIR

DEPARTMENT OF PLANNING AND PUBLIC WORKS  
705 CHURCHVILLE ROAD  
BEL AIR, MARYLAND 21014

(410) 879-9500/9507  
FAX (410) 838-0775

## BOARD OF COMMISSIONERS

W. Eugene Graybeal  
Mark S. Decker  
Susan K. McComas  
Russell O. Poole  
Joseph H. Brooks

Carol L. Deibel  
*Director of Planning and  
Community Development*  
638-4540

Christopher G. Schlehr  
*Superintendent of Public Works*  
638-4536

June 3, 1994

Albert J. A. Young, Esquire  
Brown, Brown and Brown, P. A.  
200 S. Main Street  
Bel Air, MD 21014

Re: RVG Management and Development Company Application -  
MacPhail Crossing East

Dear Mr. Young:

The Bel Air Planning Commission reviewed your client's request for re-subdivision, site plan approval and conditional use review of the MacPhail Crossing East project at its June 2, 1994 meeting. The Planning Commission approved the requested subdivision subject to submission of a plat for recordation, which designates the Frankel lot as Lot D and indicates the metes and bounds information necessary on the Frankel parcel.

The Planning Commission approved the preliminary site plan subject to submission of a final plan that indicates the following:

1. Dumpster locations shall be noted on the site plan.
2. A one-way traffic system shall be clearly noted in the rear of the building on the east side.
3. The Planning Commission requests that the 75 foot setback from MacPhail Road be waived and approved by the Town Board of Commissioners.
4. The Department of Public Works' requirements, as shown on the checklist provided to your client, be included on the final site plan.
5. Landscaping be provided as described at the hearing.

Albert J. A. Young, Esquire

June 3, 1994

Page 2

6. The owner enter into an appropriate agreement with all affected property owners for maintenance of the stormwater management and parking areas. (A copy of the agreement should be provided to the Town of Bel Air, Department of Public Works.)
7. Resurfacing of Atwood Road shall be provided as required by the annexation conditions set forth in Resolution No. 78, as amended, dated March 23, 1989.
8. Sidewalks shall be installed along Atwood Road and MacPhail Road.
9. Stormwater management grading plans shall be submitted in accordance with Town requirements.

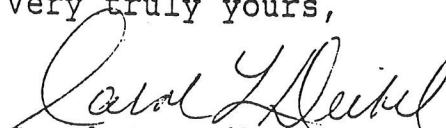
The Planning Commission also recommended approval of the conditional use request to the Town Board of Commissioners, suggesting first that the Town Board require a market study and a traffic study, as well as suggesting that a waiver be granted for the setback from MacPhail Road in order to preserve the existing tree stand. The conditional use approval recommendation was subject to the following:

1. An annual review.
2. That the Town Board of Commissioners find that the market study shows an acceptable need for such a facility.
3. That the traffic study look at the impact on surrounding properties, particularly along Atwood Road, to determine the impact on the neighborhood.

This recommendation has been forwarded to the Town Board of Commissioners for its consideration. A public hearing is scheduled for Monday, June 20, 1994, at 7:30 p.m. at the Bel Air Town Hall.

Should you have any questions about the approvals, recommendations or your submission requirements, please do not hesitate to call.

Very truly yours,

  
Carol L. Deibel  
Director of Planning &  
Community Development

# TOWN OF BEL AIR

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705 CHURCHVILLE ROAD  
BEL AIR, MARYLAND 21014

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*Director of Planning and  
Community Development*  
638-4540

Christopher G. Schlehr  
*Superintendent of Public Works*  
638-4536

June 21, 1994

Albert J. A. Young, Esquire  
Brown, Brown and Brown, P. A.  
200 S. Main Street  
Bel Air, MD 21014

Re: RVG Management and Development Company  
Conditional Use Application - MacPhail Crossing East

Dear Mr. Young:

The Bel Air Board of Town Commissioners reviewed your request to construct two commercial buildings totalling 90,000 square feet at MacPhail Crossing East project at its June 20, 1994 meeting. The Board approved your request subject to the following conditions:

1. An annual review.
2. No deliveries or trash removal shall be permitted between 7 p.m. and 7 a.m.
3. The developers shall comply with all of the Development Regulations performance standards and design guidelines for the Route 24 corridor overlay district with the exception of the maximum 75 foot setback from MacPhail Road. The setback from MacPhail Road shall be a maximum of 165 feet to allow for retention of the existing tree cover.
4. All annexation conditions, as stated in Resolution No. 78, shall be satisfied.
5. Landscaping shall be coordinated with the Town's Planning Department to assure coordination with the Town's landscaping plans in the Route 24 corridor right-of-way area.

Further, this approval was based on the following findings of fact:

1. Zoning of the subject property is B-3 General Business District, and a grocery store and a toy store are each permitted uses in the subject zone.
2. The Board finds good cause was shown to grant the requested setback waiver for MacPhail Road based on the Town's desire to retain the forest cover on the property to the greatest extent possible. This is particularly important on this property because of the existing annexation conditions requiring tree retention.
3. The existing level of service on all connecting roads is acceptable. Based on evidence received, the level of service will continue to be within the acceptable range upon completion of the project.
4. On-site parking is sufficient to meet the needs of the development and Development Regulation requirements cited in Section 9.02.
5. The grocery store and the toy store will each provide a reasonably convenient and useful retail opportunity for the general public's use. The applicant has demonstrated reasonable need for the proposed development based on the applicant's market study and other evidence presented.
6. The proposed location would allow easy and safe pedestrian and vehicular access to the facilities.
7. A substantial landscape and fence screen is provided to buffer the proposed use from nearby residential units.
8. A substantial portion of the property will be retained in a natural state to accommodate forest conservation and environmental protection needs.
9. Design considerations noted as guidelines in the Development Regulations have been adequately addressed. The buildings will have a low profile with all sides of the same material and finish. Required fenestration and building facade relief is provided. Service areas are screened by fencing and landscaping. The building will be muted gray with split-face block, similar in nature to the buildings at Harford Mall. Extensive landscaping is provided using board-on-board fencing to buffer and enhance the project. Finally, the lighting and signage will be limited in size and quantity.

Albert J. A. Young, Esquire  
June 21, 1994  
Page 3

10. The proposal will provide additional job opportunities for area citizens and enhance the local tax base and fiscal health, an objective of the economic development element of the Comprehensive Plan.
11. The land is shown as commercial in the Town's Comprehensive Land Use Plan.
12. The Planning Commission reviewed the request and recommended approval.

The Board further adopted and incorporated therein the applicant's "Zoning Ordinance Requirements Checklist..." with respect to applicable Development Regulations cited in Section 11.06 Conditional Uses; Section 11.07.B Performance Standards; Section 8.02 Environmental Overlay District, and Section 8.06 Route 24 Corridor Overlay District.

The Town wishes you the very best in your proposed endeavor. If you have any questions about the approval or the remaining permit process, please do not hesitate to call.

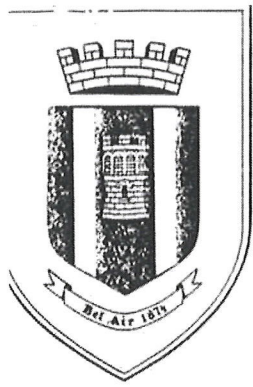
Very truly yours,



Carol L. Deibel  
Director of Planning &  
Community Development

CLD:ss

cc: Commissioners' Reading File  
William N. McFaul, Town Administrator  
Planning Commission Reading File  
Community Development Commission Reading File  
Claire P. Blomquist, Town Counsel  
Robert S. Syphard, Planner  
Robert Kahoe, Esquire  
Robert Lynch, State Highway Administration  
Bob Gothier, RVG Management and Development Company  
Leonard Parrish, G. W. Stephens, Jr. & Associates  
Jeff Stratmeyer, Harford County Dept. of Public Works



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(410) 879-9500/9507  
FAX (410) 838-0775

## BOARD OF COMMISSIONERS

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*Director of Planning and  
Community Development*  
638-4540

Christopher G. Schlehr  
*Superintendent of Public Works*  
638-4536

August 4, 1995

Mr. Robert Gautier  
RVG Management & Development Co.  
431 Wren Court  
Mechanicsburg, PA 17055

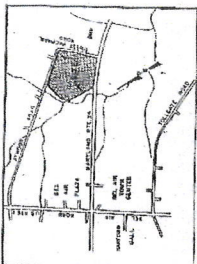
Re: Resubdivision Request/Signage Approval  
Martin's/Toys R Us

Dear Mr. Gautier:

The Bel Air Planning Commission reviewed your request for resubdivision and signage approval for the property located at Maryland Route 24 and MacPhail Road in Bel Air at its August 3, 1995 meeting. The Planning Commission approved the subdivision as outlined on the plat subject to the provisions as noted by the Department of Planning and the Department of Public Works. These requirements are as follows:

1. The signature blocks for Frankel, Shugram and Wallis should reference new lot designations, as well as the old.
2. The right-of-way with West MacPhail Road should not vary. If it does, the variation should be shown specifically on the plat. Subdivision requirements call for a 35 foot right-of-way from center line for collector roads.
3. Harford County Water and Sewer Department must confirm the locations of easements for County utilities. The plat should be submitted for County review and concurrence.
4. All necessary cross-easement and maintenance agreements, including stormwater management area, parking, utility and drainage easements, must be indicated on the plat and recorded in the Harford County Land Records.

Additionally, the Planning Commission reviewed the signage request for Martin's and Toys R Us. The Planning Commission approved the sign package as submitted for Martin's and Toys R Us, including the free-standing sign and the building signage with the following



**LOCATION MAP**  
SCALE: 1" = 1200'

**SITE DATA**

1. SITE ADDRESS: 124 AC., PLR 0.4 ACLEGGED
2. CURRENT ZONING: D-3 (COMMERCIAL DISTRICT)
3. PROPOSED ZONING: MAP 49 PARCEL 200
4. PROPOSED USE: 100,000 S.F. GROCERY STORE
5. PROPOSED LOT AREA: 100,000 S.F.
6. PROPOSED LOT COVERAGE: 60%
7. PROPOSED SITE COVERAGE: 60%
8. FLOOD HAZARD THRESHOLD: 1% (SEE SETBACK PLAN BY CP)
9. FLOOD HAZARD THRESHOLD: 1% (SEE SETBACK PLAN BY CP)
10. PARKING REQUIRED: 8,000 S.F.
11. PARKING PROVIDED: 8,000 S.F.
12. THE SITE IS SUBJECT TO FACTORS IN THE OVERLAY AND MAP REC. 24 CONDUIT OVERLAY DISTRICT.

**BE AIR LAND DEVELOPMENT & LIMITED PARTNERSHIP**  
ZONING: B-3

**BE AIR LAND DEVELOPMENT & LIMITED PARTNERSHIP**  
ZONING: B-3

**BEL AIR PLANNING COMMISSION**  
APPROVED: [Signature]  
DATE: 10/15/80

**LEGEND**

EXISTING CONTIGUOUS WATER COURSE  
WETLAND LIMITS  
25' BUFFER LIMITS  
100 YEAR FLOOD PLAIN  
EXISTING TREE LINE  
PROPOSED TREE LINE  
PROPOSED LOT LINE  
PUBLIC ROAD PAV.

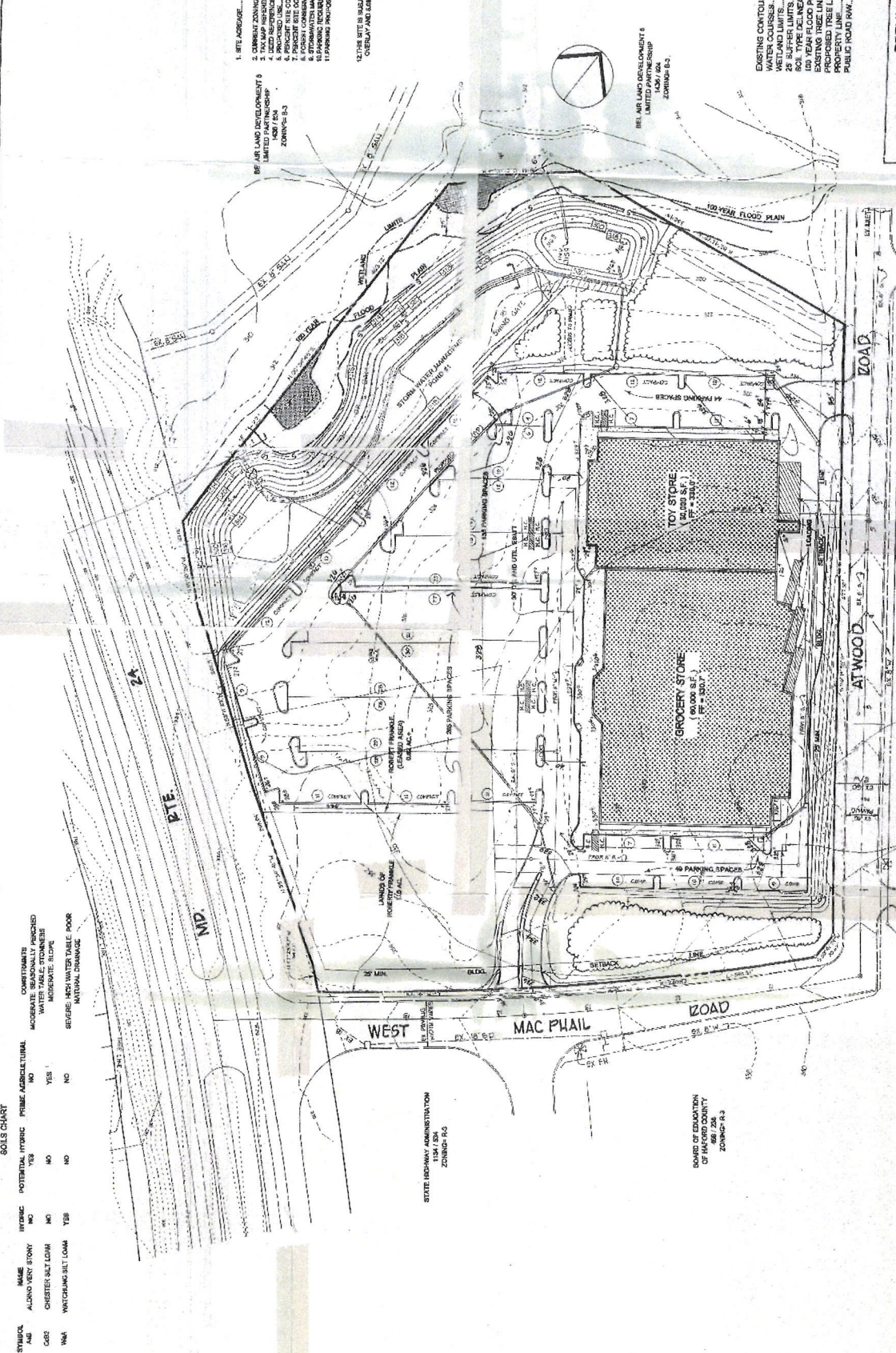
**PRELIMINARY PLAN**

**MAC PHAIL CROSSING EAST**

ELECTION DISTRICT NO. 3 HARFORD COUNTY, MARYLAND

DESIGNER: AS SLOAN  
DATE: 5-20-80  
DATE CHECKED: 5/27/80

GEORGE W. SLOAN & ASSOCIATES, INC.  
CONSULTING ARCHITECTS & ENGINEERS



**OWNERS**  
BRANDER CLAY CO.  
LOUIS J. BRANDER  
8716 QUAIL AVE.  
BALTIMORE, MD. 21237

**DEVELOPER**  
R.V. MANAGEMENT AND DEVELOPMENT COMPANY  
1000 W. BALTIMORE AVE.  
BALTIMORE, MD. 21201  
PHONE: (410) 768-8772

**BE AIR LAND DEVELOPMENT & LIMITED PARTNERSHIP**  
200 OLD PENNSYLVANIA AVE.  
BALTIMORE, MD. 21201  
PHONE: 807

**ROBERT FRANKLE**  
100 W. BALTIMORE AVE.  
BALTIMORE, MD. 21201

**WATERFIELD MARINE ASSOCIATION**  
COMMAD  
ZONING: P-3

**PLAN**  
SCALE: 1" = 20'

**SOILS CHART**

SYMBOL	NAME	HYDRIC	POTENTIAL HYDRIC	PRIME AGRICULTURAL	COURTMENTS
AS	ALONG RIVER STONY	NO	NO	NO	NO
CS	CHESTER SILT LOAM	NO	NO	NO	NO
WA	WATCHUNG SILT LOAM	YES	NO	NO	NO

COMMENTS: FROSTED MATTER TABLE POOR NATURAL DRAINAGE

**STATE HIGHWAY ADMINISTRATION**  
1134 / 5th  
ZONING: R-3

**BOARD OF EDUCATION OF HARFORD COUNTY**  
688 / 2nd  
ZONING: P-3

IN THE CIRCUIT COURT FOR HARFORD COUNTY

Petition of Steve Bulette  
611 Red Oak Drive  
Bel Air, MD 21014

and

Klein's at Broadway and Main, Inc.,  
a Maryland corporation  
223 N. Main Street  
Bel Air, MD 21014

and

Colgate Investments,  
a Maryland general partnership  
223 N. Main Street  
Bel Air, MD 21014

Petitioners

For Judicial Review of the Decision of the  
Board of Town Commissioners of the  
Town of Bel Air  
705 Churchville Road  
Bel Air, MD 21014

In the Case of Subdivision, Site Plan  
and Conditional Use Application of RVG  
Management & Development Co. for MacPhail  
Crossing East

Civil Action  
No. \_\_\_\_\_

CA 3265-7-365

PETITION FOR JUDICIAL REVIEW

The Petitioners, by their undersigned attorneys and  
pursuant to Maryland Rule 7-202, request judicial review of the  
June 20, 1994 decision of the Board of Town Commissioners of the  
Town of Bel Air of June 20, 1994 granting the application by RVG  
Management & Development Co. for conditional use, etc. The

FILED

1994 JUL -7 AM 8:49

CLERK OF COURT  
HARFORD COUNTY

READING FILE  
BROOKS   
DECKER   
GRAYBEAL   
McCOMAS   
POOLE

RECEIVED

JUL 08 1994

TOWN OF BEL AIR, MD.

**UNREPORTED**  
**IN THE COURT OF SPECIAL APPEALS**  
**OF MARYLAND**

No. 157

September Term, 1995

---

STEVE BULETTE, ET AL.

v.

R.V.G. MANAGEMENT &  
DEVELOPMENT CO., ET AL.

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Alpert,  
Murphy,  
Salmon,

JJ.

---

Per Curiam

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Filed: August 7, 1995

In this case, the Circuit Court for Harford County (Whitfill, J.) affirmed a decision of the Bel Air Board of Town Commissioners (Town Board or Town Commissioners) granting the conditional use application submitted by appellee, R.V.G. Management & Development Co. (R.V.G.), for the construction of a supermarket and toy store at the intersection of State Route 24 and West MacPhail Road in the Town of Bel Air. Appellants, Steve Bulette, Kleins at Broadway & Main, Inc., and Colgate Investments, here challenge the circuit court judgment and present the following issues for our review:

1. Whether the Town Board erred by granting a conditional use application even though R.V.G. had failed to comply with the requirements of the Zoning Ordinance.
2. Whether the failure to present crucial evidence to the Planning Commission was a violation of due process under the facts of this case.
3. Whether the Town Board abused its discretion when it refused to grant a continuance and to remand the application to the Planning Commission for the presentation of such evidence.

For reasons hereinafter explained, we shall affirm the judgment of the circuit court.

#### **BACKGROUND**

The facts in this case, which are not disputed, were accurately set forth by Judge Whitfill in his Memorandum Opinion and Order:

The applicant, R.V.G. Management and Development Co., is the contract purchaser of 10.2 acres located at the northwest quadrant of the intersection of Maryland State Route 24

and West MacPhail Road in the Town of Bel Air. The site is zoned B-3 General Business District on the Town's zoning map. The site is presently unimproved. R.V.G. applied for approval to construct two commercial buildings totaling 90,000 square feet on this site. One building would be 60,000 square feet and would house a supermarket. The other building of 30,000 square feet would house a Toys R Us Store. A third parcel has potential for future retail or office space development but is not included in the approval sought at this time. In order to proceed with the project R.V.G. applied for approval of a subdivision plan, a site development plan and a conditional use. The site is located in an Environmental Overlay District and the Route 24 Overlay District. The parcel slated for development by this application faces Maryland State Route 24. However, this is a limited access highway and no ingress and egress will be permitted from State Route 24. The southerly side of the parcel fronts on West MacPhail Road. Ingress and egress to MacPhail Road is permitted. The easterly side of the parcel fronts on Atwood Road. Ingress and egress to Atwood Road is permitted.

Steve Bulette is a resident of the Wakefield Manor Development. Wakefield Manor is a rental project made up of townhouse-type units. Most of these units, but not all, front on Atwood Road. All of the properties on the opposite side of Atwood Road from Wakefield is zoned for B-3 Commercial. Bulette rents one of these townhouse units and is not a property owner.

The Klein family operates five supermarkets in Harford County. Their business has grown from a general store operated at Forest Hill to five modern supermarkets in the past twenty years. Two of the Kleins supermarkets are within the market areas of the proposed development. Kleins at Broadway & Main, Inc. operates the store located within the Town of Bel Air at the intersection of Main Street and Broadway. Colgate Investments owns the real estate upon which the Kleins at Broadway and Main is operated. The other Kleins store within the market area is located at the Festival of Bel Air Shopping Center at State Route 24 and Bel Air South Parkway.

R.V.G. is the contract purchaser of the

property in question and would construct the larger store for occupancy by Giant Food Stores of Pennsylvania which trades in Maryland under the name of Martins. The smaller store would be operated by Toys R Us.

State Route 24 is a four lane, divided highway, with limited access, with improved shoulders and improved turn lanes. It opened in the late 1980's and is the principle north-south route from Bel Air to Interstate 95.

The court further explained that the intersection of State Route 24 and Business Route 1, which lies just north of the proposed site, is currently "the retail center for the Town of Bel Air" and contains shopping centers at each of its four corners.

In accordance with the procedures set forth in the Bel Air Zoning Ordinance (Zoning Ordinance),<sup>1</sup> appellee's conditional use application for the above described site was first considered by the Design Review Committee,<sup>2</sup> then by the Planning Commission and, lastly, by the Town Board. The Design Review Committee held a meeting on May 11, 1994 and thereafter submitted the minutes of its meeting to the Planning Commission. After holding a hearing on June 1, 1994, the Planning Commission recommended that the Town Board approve the conditional use but suggested that it require appellee to submit 1) a market study showing an "acceptable need for such a facility" and 2) a traffic study concerning the impact of traffic on the properties surrounding the proposed site.

The Town Board considered appellee's application at a

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<sup>1</sup>Unless otherwise indicated, all statutory references shall be to the Zoning Ordinance.

<sup>2</sup>The Design Review Committee is sometimes referred to as the "Concept Plan Review Committee."

public hearing held on June 20, 1994 and subsequently approved the conditional use, subject to certain conditions. As we have said, appellants' appeal to the circuit court was not successful. The court affirmed the decision of the Town Board in a detailed, well-reasoned 49 page Memorandum Opinion and Order.

#### I.

Appellants argue that, because appellee failed to comply with several sections of the Zoning Ordinance, the Town Board erred in approving appellee's conditional use application.

##### A. Compliance with § 8.02

First, appellant contends that the appellee "failed to submit an environmental report and to satisfy other requirements of § 8.02." Section 8.02, entitled "Environmental Impact Overlay District," contains the following purpose statement:

The Environmental Impact Overlay District is designed to protect areas of sensitive environmental value. These areas include flood hazard areas, woodland areas, areas of unique vegetation, sensitive soil and slope areas, non-tidal wetlands, rare or endangered species, and visual resources. Development, rezoning, annexation, or conditional use applications on lands within the District or on lands including any of the above areas and/or resources will be subject to an environmental assessment review in order to assure protection of these values.

Section 8.02A. It is undisputed that appellee's proposed site lies within the Environmental Impact Overlay District.

Section 8.02B sets forth the procedures to be utilized in identifying the specific resources to be protected, and § 8.02C requires preparation of an "Environmental Impact Assessment

Report" (EIAR). According to appellants, appellee failed to comply with two specific paragraphs enumerated under § 8.02B and did not submit the EIAR report required by § 8.02C.

Appellee does not dispute that it is required to comply with § 8.02 but argues that compliance is not mandated at the time that the Town Board considers the conditional use application.

We agree with appellee for the reasons thoroughly set forth by the circuit court in its Memorandum Opinion and Order (Memorandum Opinion). Inasmuch as neither party had cited any appellate court decision or any opinions of the Circuit Court for Harford County on this matter, the circuit court conducted an exhaustive review of the purpose and procedures involved in considering a conditional use application, as well as the Environmental Overlay District requirements set forth in § 8.02.

The court explained that § 2.31 defines conditional use as "a use that requires a degree of review to insure that the design and location do not impinge too greatly on the predominate uses in the neighborhood." Moreover, the court noted that § 11.06A governed conditional uses:

Recognizing that certain uses may be desirable when located in the community, but that these uses may be incompatible with other uses permitted in a district, certain conditional uses listed in the district regulations may be permitted in accord with procedures set forth in this Ordinance. These uses are generally of a public or semi-public character and are essential and desirable for the general convenience and welfare, but because of the nature of the use, the importance of relationship to the Comprehensive Plan and possible impact, not only on neighboring properties, but on a large section of the Town, require the exercise of planning

judgment on location and site plan. Uses listed as conditional uses may be approved provided that:

1. The location is appropriate and not in conflict with the Comprehensive Plan
2. The public health, safety, morals and general welfare will not be adversely affected
3. Adequate off-street parking facilities will be provided
4. Necessary safeguards will be provided for the protection of the surrounding property, persons, and neighborhood values.

Based on the above sections, the court opined that in granting conditional use applications, the Town Board is clearly concerned with the location of the project and the preliminary site plan approval.

The court emphasized that the Environmental Overlay District requirements contained in § 8.02C, on the other hand, are geared toward the engineering, design, and construction phase of development, which commences once a conditional use application is granted. As an example, the court discussed one of specific topics required to be addressed in the EIAR, flood hazard areas:

The issues discussed in [8.02]C(1) pertaining to flood hazard areas are design and performance standards. They apply to all properties in the district, whether being developed for a permitted use or a conditional use. Certainly, 8.02A allows the existence of flood hazard areas to be made an issue in conditional use approval. *The existence of flood hazard areas might constitute a basis for denying a conditional use.* However, the regulations of 8.02C(1) pertaining to flood hazard areas are design and construction standards. They are [design and construction] standards for long term protection, not standards for granting or denying a conditional use.

(Emphasis added).

Similarly, the court stated the following regarding § 8.02C(4), entitled Non-Tidal Wetlands:

That section tells us that the applicant shall design the proposed development in accord with all pertinent state and federal regulation [sic] including but not limited to those of U.S. Army Corp. of Engineers, Division of Wildlife Services, the Maryland Department of the Environment and the State Department of Natural Resources and the Bel Air Town Code Flood Plan Management Ordinance. This section is simply advisory. An applicant would not be allowed to ignore these design criteria even if the ordinance were silent. This section also tells us that the design of the proposed development shall incorporate mitigation of impacts and protections of wetlands. That is a general design standard. It also tells us that a buffer of at least twenty five feet shall be maintained in areas adjacent to wetlands. Again, this is a design standard not for review or modification by the Town Commissioners in a conditional use approval.

Based on these two examples, as well as several others, the court ultimately concluded that the requirements discussed in § 8.02C were design standards, not conditions precedent to the grant of a conditional use application.

Our reading of the relevant statutes is in accord with the circuit court's interpretation. The ordinance sections pertaining to conditional uses, which explicitly set forth what factors the Town Board must consider in granting a conditional use application, do not refer to § 8.02. Moreover, as appellee points out, the text of § 8.02C explicitly contemplates the involvement of the Director of Planning and Community Development (Director) and the Superintendent of Public Works (Superintendent), in the enforcement of the environmental

overlay district regulations.<sup>1</sup> Nowhere does § 8.02 allude to any involvement of the Town Board in enforcement of the regulations. As the circuit court pointed out, the Director and Superintendent are the ones who enforce the environmental regulations because they are in charge of reviewing the final site plans, as well as supervising the construction of the project in accordance with those plans. The performance of these duties cannot take place until after a conditional use application is granted.

Alternatively, appellants argue that appellee was required to submit the EIAR pursuant to § 11.07(B)5(m), which section requires a developer to provide a "market study, traffic study, and environmental impact study in connection with a conditional use application for a *shopping center*." (Emphasis added). At the hearing before the Town Board, appellants argued that appellee's proposed development clearly fell within the following § 2.112 definition of "shopping center" in place at the time of the hearing:

A group of architecturally unified commercial establishments built on a site that is planned, developed, owned, and managed as a operating unit related in location, size and type of shops to the trade area that it serves....

Ordinance § 2.112. In response to this argument, the Director commented as follows:

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<sup>1</sup>The introductory paragraph of Section C provides that, in the EIAR, "[r]esources shall be fully described and accurately mapped as determined necessary by the Director and Superintendent." (Emphasis added). Similarly, Section C(5) provides that "[a]pplicant shall provide study and analysis to demonstrate preservation [of visual resources] as determined necessary by the Director." (Emphasis added).

We have never treated two stores as a shopping center. Normally what you look at for a shopping center is at least four to five stores in a group. The definition section does not specify how many stores there must be to be a shopping center; however, if you go back over time or even if you simply look at the auto dealerships that were before you tonight, two stores on a single lot, we would never count that as a shopping center. That is not a sufficient number of different uses on a site to be considered a shopping center.

We hold that the Town Board did not err in giving weight to the Director's interpretation of the term "shopping center." Although appellants contend that an amendment to the definition of shopping center proposed after the hearing before the Town Board lends support to their reading of the phrase, we point out that, despite what the interpretation may have been subsequent to the Town Board's decision, the law applicable is that in existence at the time when the Board makes its decision. See *Sengerle v. Bd. of Co. Comm'rs*, 262 Md. 1, 22 (1971).

#### B. Compliance with § 8.06C

Appellant argues that § 8.06C was not complied with because the Design Review Committee failed to submit findings and recommendations as required by that section. We disagree.

The § 8.06 regulations apply to the "Route 24 Corridor Overlay District," and it is not disputed that the site at issue lies within that district. Section 8.06B, in pertinent part, provides:

For all commercial projects, the Concept Plan Review committee shall submit findings and recommendations on proposed plans to the Planning Commission and Town Board of Commissioners for consideration in their decision making process.

In this case, the Design Review Committee did not submit formal findings but did submit minutes of a meeting it held on May 11, 1994 regarding appellee's proposed project.

In its Memorandum Opinion, the circuit court explained the role of the Design Review Committee:

The Design Review Committee as established by the Town Ordinance is not an adjudicatory board. The word "findings" as set forth in Section 8.06C must be read in context with the committee's duties and responsibilities. Those responsibilities are to assist, aid, and advise the applicant on the development of the preliminary plan. The Committee's responsibility is one of communication and education. Its goal is to help the applicant get the plan in shape for serious review by the Planning Commission and the Town Board and to identify the issues that need to be addressed and thought about.

After considering the above, the court rejected appellants' argument that the term "findings" referred to the type required of zoning bodies charged with making formal zoning decisions. The court concluded that "[t]he preparation of the minutes of the meeting and the transmittal of those minutes to the Finding Commission are sufficient compliance with the ordinance by the Design Review Committee."

Again, we agree with the circuit court opinion on this issue. Each of the cases relied on by appellant for the proposition that the Committee was required to make formal, written findings involved an administrative body that had the authority to rule on zoning applications. See *Pistorio v. Zoning Board*, 268 Md. 558 (1973) (Howard County Zoning Board); *Chevy Chase Village v. Montgomery County*, 258 Md. 27 (1970) (District Council for the Maryland-Washington Regional

District in Montgomery County); *Montgomery v. Board of Co. Comm'rs*, 256 Md. 597 (1970) (Prince George's County District Council); *Rodriguez v. Prince George's County*, 79 Md. App. 537, cert. denied, 317 Md. 641 (1989) (Prince George's County District Council); *Ocean Hidesway Condo. Ass'n v. Boardwalk Plaza Adventure*, 68 Md. App. 650 (1986) (Ocean City Board of Zoning Appeals). Inasmuch as the Committee clearly did not possess such authority, the term "findings" in § 8.06 was appropriately analyzed in the context of the role played by the Committee in the overall process. See *Smith v. Miller*, 249 Md. 390, 395 (1968) (recognizing that all provisions of zoning ordinances should be read together).

#### C. Compliance with § 8.06C.10

Appellants argue that the Town Board erred in granting the conditional use because appellee failed to submit a "sign package"<sup>4</sup> to the Design Review Committee, as required by § 8.06C(10). Although appellee submitted its sign package after the Design Review Committee meeting was held, appellants argue that appellee's initial omission was fatal:

Instead of submitting a complete conditional use application, including its sign package, to the [Design Review Committee], R.V.G. submitted its application in a piecemeal fashion. The bulk of the application was heard on May 11, but the sign package was not considered by the [Design Review Committee] until June 13. There is no authority in the Zoning Ordinance for fragmenting an applicant's presentation in such a fashion.

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<sup>4</sup>As the circuit court recognized, the sign package, which consists of "proposed directory signs, free standing signs and/or all proposed facade signage," is part of the Route 24 Overlay District requirements discussed generally in the introductory paragraph to § 8.06C.

The circuit court was "convinced that the language that the sign package shall be submitted at the time of the concept review is directory and not mandatory." Having reviewed the relevant Ordinance sections, we agree with the circuit court's conclusion, for the reasons set forth in its Memorandum Opinion:

[T]he actual administration of the sign ordinance, insofar as it comes to increasing the sign allotment, is delegated to the planning commission. Since the requirements of this subsection are design oriented, are heavily regulated by the ordinance, and do not have significant impact on adjoining nearby properties above and beyond that generated by the permitted use on a tract of the same size, we do not believe that the town was in error to allow the review of the sign package to proceed separately from the concept plan or the underlying conditional use.

## II.

Appellants argue that appellee's conditional use application "did not comport with the principles of due process because the Planning Commission was not given an opportunity to review crucial evidence." According to appellant "the recommendation of the Planning Commission is the most significant decision in the conditional use approval process." Thus, appellants contend that, because the Planning Commission did not have the opportunity to consider certain evidence (that was later introduced at the hearing before the Town Board), they were denied due process of law.

The circuit court rejected this argument, and we fully adopt that court's conclusion and reasoning, as set forth in the Memorandum Opinion and Order:

There is simply no suggestion in the Town

Ordinance nor is there any suggestion in any case law brought to our attention that the Planning Commission must conduct a fact finding hearing identical or similar to that of the Town Commissioners. The Planning Commission reviews the request, bringing its expertise and experience to bear. The evidentiary hearing required as a part of a contested case is conducted before the Town Commissioners. They are the fact finders.<sup>(2)</sup> They construe the Town Ordinance in the first instance. There is no statute or rule of law, that gives one opposing such application a right to discovery, or to hear evidence prior to its presentation to the Town Board. Due process does not require two hearings. Due process does not require discovery. It is common in the field of administrative law, particularly with zoning cases, that each side comes to a public hearing with their own expert prepared to raise issues concerning the environment, traffic, market need, etc. We are aware of no jurisdiction that requires that there be an exchange of that information in advance of the hearing or established any [sic] discovery proceeding. No case has been cited to us which would mandate such discovery as a matter of due process.

We therefore conclude that due process did not require the Planning Commission to hear the applicant's evidence on market need, traffic impact, or the environmental impact. The Appellants had the opportunity to appear, be present by counsel, cross-examine the applicant's witnesses and present evidence. The requirements of due process have been met.

### III.

Appellants lastly argue that the Town Board abused its discretion in refusing to "grant appellants a continuance and

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<sup>2</sup>In their brief, appellants appear to suggest that the Planning Commission serves as fact finder, by virtue of the following sentence in § 3.06, which concerns the powers of the Town Board: "[The Town Board] may overrule recommendations of the Planning Commission by a two-thirds majority vote of all [Town Board] members." In making this argument, appellants have not considered this statement in context with the rest of § 3.06, or with the other ordinance sections. As the circuit court pointed out, these sections clearly establish that the Town Board is the ultimate fact finding body.

remand the matter to the Planning Commission." Appellants wanted a continuance and remand so that the Planning Commission could consider the traffic study and market study evidence presented for the first time at the Town Board hearing. The circuit court found no abuse of discretion on the part of the Town Board in denying appellants' request.

We agree that there was no abuse of discretion. Appellants claim that the prejudice resulting from the Town Board's denial of their request was that they were denied due process of law in that certain evidence was not considered by the Planning Commission. Having determined that appellants were not denied due process (See Part II, above), there was clearly no error.

**JUDGMENT AFFIRMED;  
COSTS TO BE PAID BY APPELLANTS.**

VENABLE, BAETJER AND HOWARD, LLP  
*ing professional corporations*

1800 Mercantile Bank & Trust Building  
Two Hopkins Plaza  
Baltimore, Maryland 21201-2978  
(410) 244-7400, Fax (410) 244-7742

**VENABLE**  
ATTORNEYS AT LAW

7  
OFFICES IN  
MARYLAND  
WASHINGTON, D.C.  
VIRGINIA

**Daniel O'C. Tracy, Jr.**  
**(410) 244-7453**

March 25, 1996

Ms. Carol L. Deibel  
Director of Planning and Community  
Development  
Town of Bel Air  
705 Churchville Road  
Bel Air, MD 21014

Re: Mac Phail Crossing East

Dear Ms. Deibel:

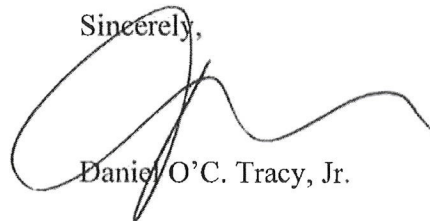
This letter will confirm our telephone conversation I had with you today regarding the above project.

Specifically, I asked whether or not the leasing by Chesapeake Associates of a portion of the lot owned by Robert Frankel was consistent with, and not a violation of, applicable subdivision requirements in the Town of Bel Air Development Regulations.

You advised that the Development Regulations permit providing additional required parking off site within 300 feet of the subject property; and, in the site plan approval process for Mac Phail Crossing East, the additional parking being provided through the leasing of a portion of the Robert Frankel lot was required and approved by the Town of Bel Air.

Thank you for your assistance in this matter.

Sincerely,



Daniel O'C. Tracy, Jr.

DOT:fs

cc: Mr. John L. Bell

cc: Barry C. Greenberg, Esq.

BA0DOCS1/31572.01

**EASEMENT AGREEMENT AND DECLARATION**

THIS EASEMENT AGREEMENT AND DECLARATION is made on this 25<sup>th</sup> day of March, 1996, by and between CHESAPEAKE ASSOCIATES, a Pennsylvania general partnership ("Chesapeake"), and ROBERT E. FRANKEL, an individual ("Frankel").

TRF TO SURE \$ 2.00  
RECORDING FEE 15.00  
TOTAL 17.00  
Rec'd HARC Rec'd \$ 20685

**RECITALS:**

75-  
2-

A. Chesapeake is the owner of two (2) contiguous parcels of land, containing approximately 8.1253 acres located on the northeast side of Maryland Route 24, Bel Air, Harford County, Maryland, known and identified as Lot A and Lot E on a subdivision plat entitled "Second Resubdivision of Lot A, Belair Land Development VIII Limited Partnership" (the "Subdivision Plat"), recorded among the Land Records of Harford County, Maryland in Plat Book No. 87 at page 93 (respectively, "Lot A" and "Lot E"; and collectively, the "Chesapeake Property").

B. Frankel is the owner of a parcel of land containing approximately 1.8286 acres, abutting the Chesapeake Property, known and identified as Lot D on the Subdivision Plat ("Lot D").

CGH LD 61K \$ 2797  
FR 22 1996 03:25 PM

C. Chesapeake intends to develop the Chesapeake Property with certain commercial uses and has leased from Frankel a portion of Lot D described and depicted on the drawing attached hereto and made a part hereof as **Exhibit A**, and identified thereon as the "Frankel Leased Parcel," to provide additional parking area therefor, pursuant to that certain Ground Lease between Frankel and Chesapeake dated March 25, 1996, a Memorandum of which has been recorded or is intended to be recorded among the Land Records of Harford County, Maryland, simultaneously with the recording of the within Agreement (the "Ground Lease").

D. Frankel intends to develop the balance of the Lot D (the "Frankel Retained Parcel") with certain commercial uses; and the parties desire that the development of their respective properties be accomplished in an integrated manner pursuant to a common scheme of development, as a consequence of which the parties have agreed to provide for the easements hereinafter set forth for the mutual benefit of Lot A, Lot D and Lot E.

**AGREEMENTS AND DECLARATION:**

NOW, THEREFORE, in consideration of mutuality of the undertaking hereinafter set forth, and for other good and valuables of consideration the receipt and sufficiency which is hereby acknowledged, the parties hereto hereby covenant and agree, and Chesapeake, as the owner of Lot A and Lot E, for itself, its successors and assigns, hereby declares, as follows:

LIBER 2368 FOLIO 921

1. **Cross Easements Between the Chesapeake Property and Lot D.**

(a) Chesapeake hereby gives, grants and conveys to Frankel, and Frankel hereby gives, grants and conveys to Chesapeake, a mutual, reciprocal and non-exclusive easement, license, right and privilege of passage, both pedestrian and vehicular, upon, over and across any and all portions of the roadways, parking areas and/or sidewalks as may from time to time be located upon the Chesapeake Property and Lot D for the purpose of access, ingress and egress to and from adjacent public roads.

(b) Chesapeake hereby gives, grants and conveys to Frankel a perpetual easement and right of use appurtenant to and for the benefit of Lot D in, to, over, under and across the common areas of the Chesapeake Property for the installation, operation, maintenance, repair, relocation and removal of underground gas mains, electrical power lines, telephone lines and cable television lines (the "Utility Lines") to serve Lot D. All easements for the Utility Lines shall be subject, as to location, to the approval of Chesapeake, which approval shall not be unreasonably withheld or delayed. Except in the case of a bona fide emergency, any installation, repair and maintenance of the Utility Lines shall be performed by Frankel only after ten (10) days advance written notice to Chesapeake; it shall be accomplished at such times and in such manner as shall minimize any interference with the use of the common areas on the Chesapeake Property; and, Frankel shall, at its cost and expense, repair any damage to any improvements on the Chesapeake Property caused by such repair and maintenance. Chesapeake may, at its expense, relocate on the Chesapeake Property any Utility Lines after thirty (30) days written notice to Frankel, provided such relocation shall not interrupt or diminish the utility service to Lot D and shall not, reduce or impair the usefulness or function of such utility.

(c) Frankel hereby gives, grants and conveys to Chesapeake a perpetual easement and right of use appurtenant to and for the benefit of the Chesapeake Property in, to, over, under and across the common areas of Lot D for the installation, operation, maintenance, repair, relocation and removal of Utility Lines to serve the Chesapeake Property. All easements for the Utility Lines shall be subject, as to location, to the approval of Frankel, which approval shall not be unreasonably withheld or delayed. Except in the case of a bona fide emergency, any installation, repair and maintenance of the Utility Lines shall be performed by Chesapeake only after ten (10) days advance written notice to Frankel; it shall be accomplished at such times and in such manner as shall minimize any interference with the use of the common areas on Lot D; and, Chesapeake shall, at its cost and expense, repair any damage to any improvements on Lot D caused by such repair and maintenance. Frankel may, at its expense, relocate on Lot D any Utility Lines after thirty (30) days written notice to Chesapeake, provided such relocation shall not interrupt or diminish the utility service to the Chesapeake Property and shall not, reduce or impair the usefulness or function of such utility.

(d) In connection with any construction work to be performed in the development by Chesapeake of the Chesapeake Property and the Frankel Leased Parcel and in the development by Frankel of the Frankel Retained Parcel, each party hereby grants to the other temporary easements for incidental encroachments upon the others' property which may occur as a result of the use of construction equipment and materials resulting in temporary obstructions of portions of the common areas, so long as their use is kept within the reasonable requirements of the construction work and is expeditiously pursued.

(e) Each of the parties hereto hereby agrees that it will execute such additional documents in recordable form as may be necessary to effectuate the foregoing provisions of this Paragraph 1, including, but without limiting the generality of the foregoing, any documents granting easements, licenses and similar rights to utility companies and governmental bodies or agencies thereof.

2. **Cross Easements Between Lot A and Lot E.**

(a) Chesapeake hereby establishes and creates for the benefit of Lot A and Lot E, and does hereby give, grant and convey to each and every person, firm, corporation or other entity hereafter owning Lot A and Lot E, a mutual reciprocal and non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, upon, over and across any and all portions of the roadways, parking areas and/or sidewalks as may from time to time be located upon the Chesapeake Property for the purpose of parking thereon and for access, ingress and egress to and from adjacent public roads.

(b) Chesapeake hereby further establishes and creates for the benefit of Lot A and Lot E, and does hereby give, grant and convey to each and every person, firm, corporation or other entity hereafter owning Lot A and Lot E, a mutual reciprocal and non-exclusive easement, license, right and privilege, appurtenant to and for the benefit of Lot A and Lot E, as the case may be, in, to, over, under and across the common areas of the Chesapeake Property for the installation, operation, maintenance, repair, relocation and removal of Utility Lines to service Lot A and Lot E, as the case may be. All easements for the Utility Lines shall be subject, as to location, to approval of the owner of the burdened lot, which approval shall not be unreasonably withheld or delayed. Except in the case of a bona fide emergency, any repair and maintenance of the Utility Lines shall be performed only after ten (10) days advance written notice to the owner of the burdened lot; it shall be accomplished at such times and such manner and shall minimize any interference with the use of the common areas on the burdened lot; and any damage to improvements on the burdened lot caused by such repair and maintenance shall promptly be repaired at the cost and expense of the party performing such Utility Line maintenance. The owner of the burdened lot may, at its expense, relocate any Utility Lines located upon the common areas on its lot after thirty (30) days written notice to the owner of the lot being served by such Utility Line, provided that

such relocation shall not interrupt or diminish the utility service and shall not reduce or impair the usefulness or function of such utility.

3. **Cross Easement Rights Enhancements/Limitations.**

(a) The easements, licenses, rights and privileges established, created and granted in Paragraphs 1 and 2 hereof shall be for the benefit of Chesapeake and Frankel, and the successive owners of Lot A and Lot E and Lot D; provided, however, that either may grant the benefit of such easement, license, right or privilege to the tenants of Lot A, Lot E and Lot D for the duration of such tenancy and the customers, employees and business invitees of said tenants. Notwithstanding the foregoing to the contrary, this Agreement is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

(b) Chesapeake and Frankel each reserve unto themselves the right to close temporarily and suspend use of all or any portion of the areas on the Chesapeake Property and Lot D, subject to the easements described in subparagraphs 1(a) and 2(a) hereof to such extent in the reasonable opinion of such property owner as may be legally necessary and sufficient to prevent the dedication thereof or an accrual of any rights in any person other than the owner thereof; provided, however, that any such temporary closing shall only be accomplished after advance written notice by the owner of the property affected to the other party hereto or his/it's successors or assigns.

(c) In the event of a condemnation of all or any portion of Lot A, Lot E or Lot D, the award therefor shall be payable only to the owner in fee thereof, and no claim thereon shall be made by the other party hereto or his/it's successors or assigns by virtue of the rights granted in Paragraphs 1 and 2 hereof; provided, however, to the extent permitted by applicable law, the owner or owners of the property not condemned may file a collateral claim with the condemning authority, over and above the value of the land taken, to the extent of any damage resulting from the severance of the easement rights with respect to the property so taken.

4. **Storm Water Management Easement.**

(a) Chesapeake covenants and agrees that, in the course of development of the Chesapeake Property, Chesapeake will cause to be installed, at Chesapeake's sole cost and expense, storm water management facilities generally in the area designated as "Storm Water Management Area" on the Subdivision Plat (the "SWM Area") in accordance with applicable requirements of government authorities, to service the Chesapeake Property and Lot D, and those other two parcels of land designated as Lot B and Lot C on the Subdivision Plat.

(b) Chesapeake hereby gives, grants and conveys to Frankel for the benefit of Lot D a non-exclusive easement, license, right and privilege to use the storm water management facilities to be installed by Chesapeake upon the Chesapeake

Property and the SWM Area, in common with others entitled thereto, for the management of storm water runoff from Lot D to the SWM Area.

(c) Chesapeake hereby establishes and creates for the benefit of Lot A and Lot E, and does hereby give, grant, and convey to each and every person, firm, corporation or other entity hereafter owning Lot A and Lot E, a mutual reciprocal and non-exclusive easement, license, right and privilege to use the storm water management facilities to be installed by Chesapeake upon the Chesapeake Property and the SWM Area, in common with others entitled thereto, for the management of storm water runoff from Lot A and Lot E to the SWM Area.

5. **Sanitary Sewer Line Easement.**

(a) Chesapeake covenants and agrees that, in the course of development of the Chesapeake Property, Chesapeake will cause to be installed, at Chesapeake's sole cost and expense, a sanitary sewer line generally in the area designated as "Sanitary Sewer Easement Area" on the drawing attached hereto as **Exhibit A** in accordance with applicable requirements of governmental authority, to service the Chesapeake Property and Lot D (the "Sewer Line").

(b) Chesapeake hereby gives, grants and conveys to Frankel for the benefit of Lot D a non-exclusive easement, license, right and privilege to use the Sewer Line, in common with the owners and occupants of the Chesapeake Property, for the purpose of servicing improvements to be constructed upon the Frankel Retained Parcel.

(c) Chesapeake does further establish and create for the benefit of Lot A and Lot E, and does hereby give, grant and convey to each and every person, firm, corporation or other entity hereafter owning Lot A and Lot E, a mutual reciprocal non-exclusive easement, license, right and privilege to use the Sewer Line, in common with the owners and occupants of Lot D, for the purpose of servicing improvements to be constructed upon Lot A and Lot E.

6. **Pylon Sign Easement.**

(a) Frankel hereby gives, grants and conveys to Chesapeake for the benefit of the Chesapeake Property an easement for the installation and maintenance of a sign pylon upon that portion of Lot D described and depicted on the drawing attached hereto as **Exhibit A** and identified thereon as the "Sign Easement Area". Frankel further gives, grants and conveys to Chesapeake, for the benefit of the Chesapeake Property, an easement over, upon and under Lot D for (i) access to the Sign Easement Area from the Chesapeake Property, and (ii) the installation and maintenance of electrical service lines to and from the Chesapeake Property and the Sign Easement Area in a location upon Lot D as shall be mutually agreed upon by Chesapeake and Frankel.

(b) Chesapeake, at Chesapeake's sole cost and expense, shall install a sign pylon upon the Sign Easement Area and identification signs thereon for the benefit of any tenants upon the Chesapeake Property in compliance with all applicable governmental requirements.

(c) Chesapeake covenants and agrees that Frankel shall have the right to install a single identification sign upon Chesapeake's sign pylon to identify a business conducted upon the Frankel Retained Parcel, in such location thereon as Chesapeake may designate; provided, that such sign must comply with all applicable governmental requirements and be subject to the prior written approval of Chesapeake; and provided further that the cost of such installation shall be borne solely by Frankel or the occupant of the Frankel Retained Parcel, as the case may be. Notwithstanding the foregoing to the contrary, Frankel may install a second identification sign upon Chesapeake's sign pylon, subject to the foregoing requirements, so long as the total sign area authorized under applicable governmental regulations for the identification signs of the tenants upon the Chesapeake is not reduced as a consequence thereof.

7. **Maintenance of Easement Facilities.**

(a) Chesapeake shall be responsible for the continuing maintenance of the common areas and facilities located upon Lot A, Lot E and the Frankel Leased Parcel (the "Common Areas"), including but not limited to, repair and replacements, resurfacing and restriping, maintenance of lights and light standards, landscaping, snow removal and cleaning. Chesapeake shall also be responsible for the periodic maintenance as required from time to time of (i) the stormwater maintenance facilities located on Lot A, Lot E and the SWM Area, (ii) the Sewer Line, and (iii) the sign pylon described in paragraph 6(b) hereof and the electrical service lines to the Sign Easement Area (the "Easement Facilities"). At such time as Chesapeake no longer owns any portion of the Chesapeake Property, Chesapeake's maintenance responsibilities for the Common Areas and the Easement Facilities shall be assumed and exercised jointly by the owners of Lot A and Lot E.

(b) In consideration for the easements granted in paragraphs 1(a) and 2(a) hereof, and as a condition precedent to the use and enjoyment thereof, the parties hereto hereby covenant and agree to share all costs and expense of the Common Areas (including the cost of electrical service thereto and to the sign pylon described in paragraph 6(b), public liability insurance premiums and management fees) as follows:

(i) within thirty (30) days following the close of each calendar year, Chesapeake shall certify to Frankel the total cost of maintaining the Common Areas during the preceding calendar year; and, within thirty (30) days thereafter, Frankel shall reimburse Chesapeake for two percent (2%) of such costs.

(ii) if Lot A and Lot E are separately owned, the owners thereof shall agree upon an annual budget for maintenance costs of the Common Areas

prior to the commencement of each calendar year; they shall each pay a pro rata share of such maintenance costs on a monthly basis; and, within thirty (30) days following the end of each calendar year, the actual costs for the preceding year shall be determined and any adjustments between the owners of Lot A and Lot E shall thereupon be made.

(c) In consideration for the easements granted in paragraphs 4, 5 and 6 hereof, and as a condition precedent to the use and enjoyment thereof, the parties hereto covenant and agree to share all costs and expenses of the maintenance of the Easement Facilities, as such expenses are incurred from time to time, within thirty (30) days after receiving a statement therefor, which shall be prorated among the owners of Lot A, Lot D and Lot E in the proportion in which the total floor area of buildings erected upon each of the said properties bears to the aggregate total floor area of all buildings erected upon such properties.

(d) All rights and obligations created hereby shall be mutual and reciprocal as among all owners of Lot A, Lot D and Lot E, and each shall be liable to all others for contribution of its proportionate share of the expense in the manner herein set forth. Any claim herein for contribution or reimbursement shall be respectively a secured right and secured obligation and a lien therefor shall attach to the Lot of the defaulting owner, effective upon the recording of a notice thereof in the Land Records of Harford County. Any such lien, shall, however, be subordinate to any first mortgage or deed of trust and any lease agreements now or hereafter covering any of the properties subject to this Agreement and Declaration.

(e) It is understood that Frankel shall have no responsibility to contribute to the maintenance costs described in this Paragraph 7 until the earlier to occur of (i) ninety (90) days following the commencement of construction of improvements upon the Frankel Retained Parcel, or (ii) the date upon which an occupant of the Frankel Retained Parcel opens for business with the public.

8. **Forest Conservation Easements.**

(a) For the purpose of complying with the forest conservation requirements of all governmental authorities having jurisdiction over the property described and depicted on the Subdivision Plat (the "Authorities"), Chesapeake hereby establishes and creates easements for forest conservation upon the portions of Lot A and Lot E designated as "Forest Conservation Area" on the Subdivision Plat.

(b) Chesapeake, for itself and all future owners of Lot A and Lot E, hereby covenants and agrees that the existing forest located upon the Forest Conservation Areas may not be removed, destroyed or materially disturbed without the prior written approval of the Authorities and compliance with all laws and regulations applicable thereto, including but not limited to the submission for approval of a new Forest Conservation Plan for the property described and depicted on the Subdivision Plat.

(c) Chesapeake acknowledges and agrees that the covenant contained in subparagraph 8(b) hereof may be enforced by appropriate agencies of the Authorities.

9. **Limitations on Lot D.** As a material inducement to Chesapeake to enter into the Ground Lease and the within Agreement, Frankel covenants and agrees as follows:

(i) that it shall not construct or permit to be constructed upon the Frankel Retained Parcel any building or buildings in excess of one (1) story in height (i.e., no portion thereof shall be higher than 22 feet) and containing gross floor area totaling in excess of 8,000 square feet;

(ii) that it shall provide solely upon the Frankel Retained Parcel the total number of parking spaces required by applicable governmental regulations for the use or uses to be made in any building constructed upon the Frankel Retained Parcel without variance or exception and without reliance on any parking located on the Chesapeake Property and/or the Frankel Leased Parcel;

(iii) that, if the building or buildings erected upon the Frankel Retained Parcel shall have one or more drive-in windows, the stacking lane or lanes therefor shall be designed so as not to extend upon any part of the Chesapeake Property and/or the Frankel Leased Parcel;

(iv) that any building erected upon the Frankel Retained Parcel shall be oriented so that the entrance thereto faces the location of most of the parking spaces located upon the Frankel Retained Parcel to the extent permitted by applicable zoning ordinances and regulations; and

(v) that it shall not operate, lease or permit any building located upon the Frankel Retained Parcel to be used as a grocery store or supermarket or for the sale, at retail or wholesale, of food products for off premises consumption, or for the sale of deli or bakery products (except a specialty bakery such as a donut shop or a cookie store), or for the sale of prescription drugs, nor shall Frankel permit the Frankel Retained Parcel to be used or occupied for any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors or emits objectionable noise or sound, or which would constitute a public or private nuisance; nor shall the Frankel Retained Parcel be leased or used for any business storing or selling gasoline or diesel fuel, or as a so-called "head shop", a massage parlor, a car wash, an off-track betting establishment, a bar, tavern, night club or other establishment of like type, a bingo parlor, game or video arcade, funeral parlor, junkyard, flea market, school, or as an adult bookstore or a store selling or exhibiting pornographic materials. Notwithstanding the foregoing to the contrary, it is expressly understood and agreed that the Frankel Retained Parcel may be used for the operation thereon of a restaurant, including a restaurant with fast food and/or carry-out service.

10. **Miscellaneous.**

(a) The easements, benefits and obligations hereunder shall create mutual and reciprocal benefits and servitudes upon the Chesapeake Property and Lot D, running with the land thereof, which shall be perpetual.

(b) Any notice, request, demand, approval or consent to be given hereunder shall be in writing; it shall be addressed to Chesapeake at c/o RVG Management & Development Co., 1000 N. Front Street, Suite 240, Wormleysburg, Pennsylvania 17043 and to Frankel at 201 Reisterstown Road, Baltimore, Maryland 21208; it shall be delivered by hand delivery or by first class mail, registered or certified, return receipt requested or by Federal Express or comparable overnight delivery service; and it shall be deemed to have been received on the date of actual delivery or the date on which tender of delivery is refused. Either party may at any time change its address by mailing a notice, as specified in this paragraph, that such change is desired in setting forth the new address.

(c) The terms, covenants and conditions herein shall inure to the benefit of and shall be binding upon Chesapeake, and Frankel and their respective heirs, personal representatives, successors and assigns. It is also expressly understood and agreed that Giant Food Stores, Inc. ("Giant") and the other tenant of Chesapeake upon the Chesapeake Property (the "Other Tenant"), and their respective successors and assigns as tenants upon the Chesapeake Property, are intended to be third party beneficiaries of all covenants and agreements of Frankel contained herein and, as such, shall have the right to enforce the same.


(d) The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the written consent of the owners of the Chesapeake Property and Lot D, Giant and the Other Tenant, their successors or assigns (if and so long as they or either of them lease premises upon the Chesapeake Property), and of each mortgagee or beneficiary under any first mortgage or first deed of trust covering the Chesapeake Property and/or Lot D, by an agreement in writing, executed and acknowledged by each of said owners, Giant and/or the Other Tenant, and each of said first mortgagee or first beneficiaries duly recorded among the Land Records of Harford County, Maryland. Any modification of this Agreement must also be approved in writing by the Town of Bel Air or its successors for compliance with applicable laws and regulations.

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


WITNESS:

CHESAPEAKE ASSOCIATES



By:  (SEAL)  
Robert V. Gothier, Sr.  
Managing General Partner

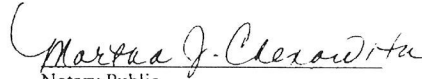


By:  (SEAL)  
ROBERT E. FRANKEL

STATE OF Maryland ~~PENNSYLVANIA~~, COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY, that on this 25<sup>th</sup> day of March, 1996, before me, the subscriber, a Notary Public of the State of Pennsylvania, personally appeared **Robert V. Gothier, Sr.**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and he acknowledged that he is the Managing General Partner of **CHESAPEAKE ASSOCIATES**, a general partnership, and that he executed the foregoing Agreement for the purposes therein contained on behalf of the said general partnership in his name as Managing General Partner.

AS WITNESS, my hand and Notarial Seal.

  
Notary Public

My Commission Expires: 3-1-2000

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2368, p. 0930, MSA\_CE54\_2255. Date available 12/29/2005. Printed 12/16/2024.

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LIBER 2368 FOLIO 930

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28<sup>th</sup> day of February, 1996, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared **ROBERT E. FRANKEL**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and he acknowledged that he executed the foregoing Agreement for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

Karen J. Smith  
Notary Public



My Commission Expires: 4/30/99

Please return to:

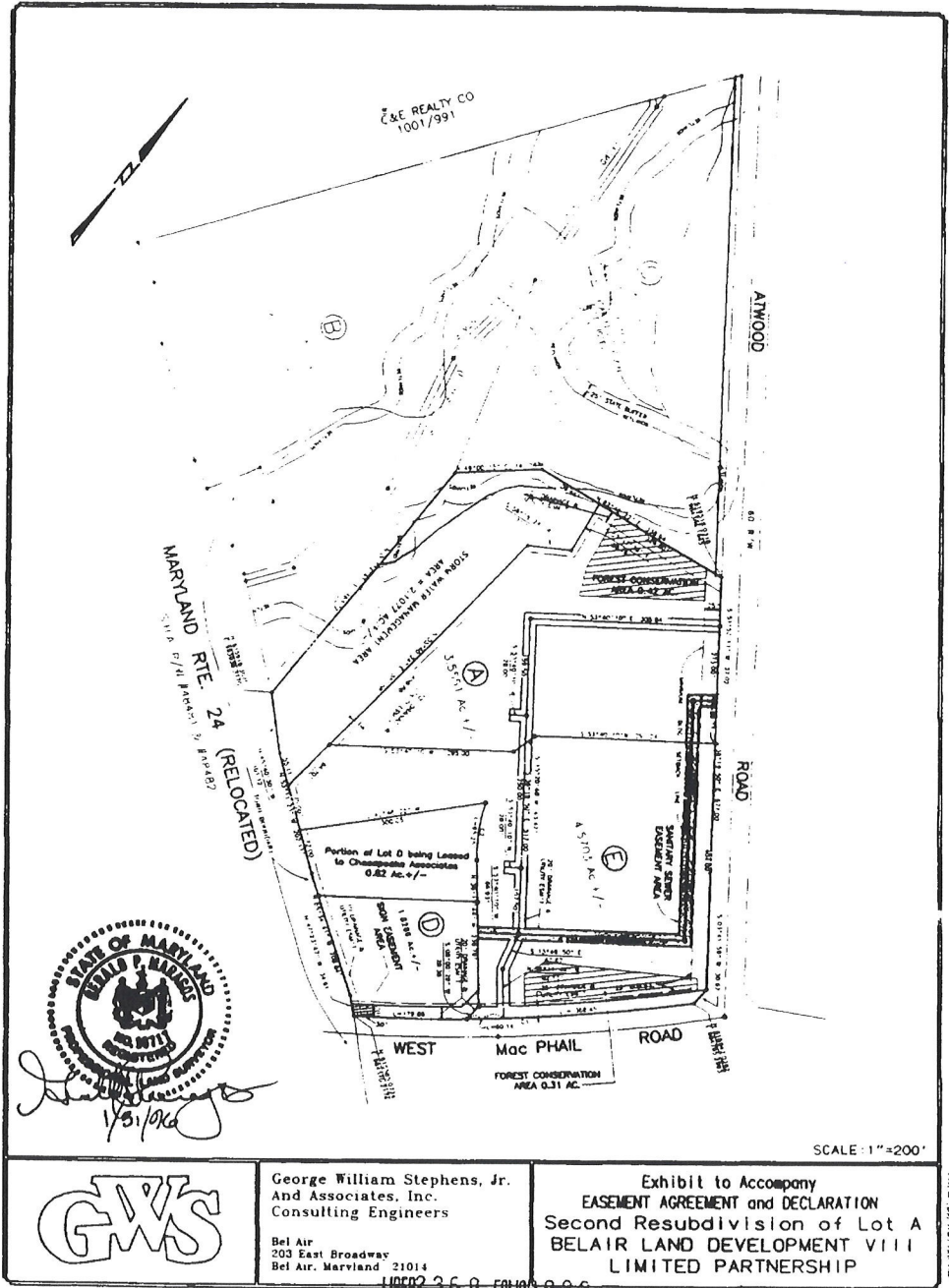
Venable, Baetjer & Howard, LLP  
1800 Mercantile Bank & Trust Building  
Two Hopkins Plaza  
Baltimore, Maryland 21201-2978  
Attention: Daniel O'C. Tracy, Jr. Esq.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2368, p. 0931, MSA\_CE54\_2255. Date available 12/29/2005. Printed 12/16/2024.

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LIBER 2368 FOLIO 931



STATE OF MARYLAND  
 GEORGE W. STEPHENS, JR.  
 CONSULTING ENGINEER  
 1/31/06



George William Stephens, Jr.  
 And Associates, Inc.  
 Consulting Engineers  
 Bel Air  
 203 East Broadway  
 Bel Air, Maryland 21014

Exhibit to Accompany  
 EASEMENT AGREEMENT and DECLARATION  
 Second Resubdivision of Lot A  
 BELAIR LAND DEVELOPMENT VIII  
 LIMITED PARTNERSHIP

LIBER 2368 FOLIO 992

**AMENDMENT TO EASEMENT AGREEMENT  
AND DECLARATION**

THIS AMENDMENT TO EASEMENT AGREEMENT AND DECLARATION (this "Agreement") is made on this 18<sup>th</sup> day of August, 1997 by and among: CHESAPEAKE ASSOCIATES, a Pennsylvania general partnership ("Chesapeake"); ROBERT E. FRANKEL, an individual ("Frankel"); GIANT FOOD STORES, INC., a Delaware corporation ("Giant"); and, DICK'S CLOTHING & SPORTING GOODS, INC., a New York corporation ("Dick's").

**R E C I T A L S :**

A. Chesapeake is the owner of two (2) contiguous parcels of land located on the northeast side of Maryland Route 24, Bel Air, Harford County, Maryland known and identified as Lots "A" and "E" on a subdivision plat entitled Third Resubdivision of Lot A, Bel Air Land Development VIII Limited Partnership recorded among the land records of Harford County, Maryland in Plat Book 91 at Page 92 (the "Subdivision Plat").

B. Frankel is the owner of a parcel containing approximately 1.8286 acres abutting the Chesapeake Property known and identified as Lot "D" on the Subdivision Plat.

C. Chesapeake leased from Frankel a portion of Lot D depicted on the drawing attached to that certain Easement Agreement and Declaration by and between Chesapeake and Frankel dated March 25, 1996 and recorded among the land records of Harford County, Maryland in Liber No. 2368, Folio 921 (the "Original Easement Agreement and Declaration") as Exhibit A and identified thereon as the "Frankel Leased Parcel" to provide additional parking area pursuant to that certain ground lease between Frankel and Chesapeake dated March 25, 1996, a memorandum of which has been recorded among the land records of Harford County, Maryland in Liber No. 2361 Folio 038 (the "Ground Lease").

D. Chesapeake constructed a grocery store on Lot E for Giant.

E. Dick's intends to construct a clothing and sporting goods store on Lot A.

F. Chesapeake, Frankel, Giant and Dick's are mutually desirous of amending the Original Easement Agreement and Declaration.

**FURTHER AGREEMENTS AND DECLARATIONS**

NOW, THEREFORE, in consideration of the mutuality of the undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree on behalf of themselves and their respective successors and assigns and hereby declare as follows:

1. Limitations on Lots A and E. So long as Giant or Dick's has an interest in their respective Lots, neither Chesapeake, nor Giant, nor Dick's shall use or allow the use of Lots A and E for any of the following businesses:

(a) Adult or sexually explicit stores; sales and services of automobiles; bars, taverns, night clubs and other establishments of the like type; bingo parlors; bowling alleys; churches; games or video arcade rooms; schools; health spas or fitness centers; meeting halls; plant nurseries; child care nurseries; and flea markets;

(b) Restaurants, theaters or other business whose customers generally remain for more than sixty (60) minutes at a time;

*JG*  
*all*

(c) Any non-retail business or any business which is inconsistent with the operation of a family-type, retail shopping center.

(d) Furthermore, any building, structure or business constructed or conducted on the Lots shall be attractive, both in its physical characteristics and in appeal, to customers and no building or structure shall exceed forty (40) feet in height.

2. Limitations on Lots D and E. So long as Dick's has an interest in Lot A, neither Frankel, nor Chesapeake, nor Giant shall operate or allow to be operated on either Lot D or E a business in which: (i) clothing and sporting goods are sold in greater than 10,000 or more square feet of space; or (ii) athletic footwear is sold in greater than 4,000 square feet of space.

3. Limitations on Lot A. So long as Giant has an interest in Lot E, neither Chesapeake nor Dick's shall operate or allow to be operated on Lot A, a business which offers for sale, at retail or wholesale, food products for off premises consumption, including, without limitation: groceries meats; fresh fruit; vegetables; frozen foods; deli/bakery products (except a specialty bakery such as a donut shop, cookie store, cinnamon roll bakery or the like); prescription drugs; or which offers banking services.

4. Maintenance of Common Areas. (a) Chesapeake covenants and agrees to maintain, repair and keep (or cause to be maintained, repaired and kept) all Common Areas (as defined in paragraph 7(a) of the Original Easement Agreement and as shown on Exhibit A attached hereto) upon Lots A and E and the Frankel Leased Area in good repair and condition.

(b) In the event either Giant or Dick's shall not be operating its business on its Lot or Chesapeake shall not be complying (or causing compliance) with the standards of maintenance set forth in paragraph 4(a) above, then either Dick's or Giant (the "Assuming Party"), upon giving not less than thirty (30) days' written notice to Chesapeake, Frankel and to the other, may take over and assume the maintenance of the Common Areas on Lots A and E and the Frankel Leased Area. In such event, the Assuming Party may bill Chesapeake monthly, and Chesapeake agrees to pay to the Assuming Party within ten (10) days of receipt of invoice, for Chesapeake's pro rata share of the costs which are reasonably incurred by the Assuming Party in maintaining the Common Areas on Lots A and E and the Frankel Leased Area, which pro rata share shall be based upon a fraction, the numerator of which shall be the aggregate floor area of the buildings located upon the Lot which is adjacent to the Assuming Party's Lot and the denominator of which is the aggregate floor area in all buildings located on Lots A and E as well as for the reasonable costs associated with the Assuming Party causing the buildings (including any exterior security lights) constructed upon the Lot adjacent to the Assuming Party's Lot to be illuminated during the Assuming Party's normal business hours. In the event an Assuming Party is maintaining the Common Areas on Lots A and E and the Frankel Leased Area, then the Assuming Party shall be entitled to receive the two percent (2%) reimbursement from Frankel as referenced in paragraph 7(b)(i) of the Original Easement Agreement in the manner set forth therein.

5. Restrictions on Changes to the Common Areas. (a) No fence, structure, walls or other barriers which would prevent or unreasonably obstruct the passage of pedestrian or vehicular travel shall be erected or permitted within or across the Common Areas on Lot A or E (exclusive of the limited curbing and other forms of traffic control devices).

(b) Except for construction of the initial improvements on Lots A and E, neither Chesapeake, nor Giant, nor Dick's shall make changes to the improved Common Areas on either Lot A or E without the approval of the entity which is then

operating its business on the adjacent Lot, such approval not to be unreasonably withheld or delayed, except that Chesapeake hereby reserves the right, from time to time, without obtaining the consent or approval of any other entity, to make, at its own expense, any immaterial change, modification or alteration to the Common Areas, including the installation of convenience facilities such as mailboxes, public telephones, bicycle racks, speed bumps, cross-walks, cart corrals, and benches, provided that:

(i) the accessibility of the Common Areas for pedestrian and vehicular traffic is not unreasonably restricted or hindered, and all parking stalls and rows and vehicular traffic lanes shall remain generally as shown on Exhibit A;

(ii) there shall be maintained at all times within the Common Areas, a sufficient number of vehicular parking spaces to meet the parking requirements set forth in all applicable governmental rules, regulations, and/or ordinances;

(iii) no change shall be made to the access points between the Common Areas and the public streets; provided, however, that additional access points may be created with the approval of the entity which is then operating its business on the affected Lot, such approval not to be unreasonably withheld.

(iv) Such work shall be performed in a good and workmanlike manner and in accordance with good engineering standards.

6. **Maintenance of Easement Facilities.** Chesapeake agrees to maintain and repair the "Easement Facilities" (as defined in the Original Easement Agreement and Declaration) in good order and condition. At such time as Chesapeake or any of its affiliates no longer owns any portion of Lot A or Lot E, the maintenance of the Easement Facilities shall be done in the manner set forth in paragraph 7(c) of the Original Easement Agreement with the pro rata payment of the costs therefor to be apportioned among the owners of Lots A, D and E based upon fractions, the numerator of which for each Lot owner shall be the aggregate floor area of the buildings located on such owner's Lot and the denominator of which shall be the aggregate floor area in all buildings located on Lots A, D and E. Presently it is contemplated that the Dick's building on Lot A will contain forty-five thousand (45,000) square feet of floor area and that the building(s) on Lot D will contain a total of eight thousand five hundred (8,500) square feet of floor area. The Giant building on Lot E has already been completely constructed as of the date hereof and Dick's and Frankel acknowledge that such building contains fifty-seven thousand nine hundred and ninety (57,990) square feet of floor area. Within thirty (30) days of written demand from the other (or from Giant), Dick's and Frankel each agrees to submit to the other (or to Giant) an architect's certificate which certifies the floor area of the buildings on their respective Lots.

7. **Damage to Structures.** In the event any of the building improvements upon Lot A, D or E are damaged by fire or other casualty (whether insured or not), Chesapeake or Frankel, as the case may be, shall, as soon as is reasonably practicable, remove or cause the removal of the debris resulting from such event and provide a slightly barrier, and within a reasonable time thereafter shall either: (i) repair or restore the building improvements so damaged to a complete unit, or (ii) erect other building improvements in such location in accordance with all applicable laws, or (iii) demolish the damaged portion and/or the balance of such building improvements and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area shall be Common Area until a replacement building is erected.

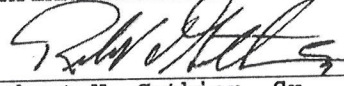
8. **Ground Lease.** Frankel acknowledges that Dick's is "Tenant's Other Tenant" (as such term is defined in the Ground

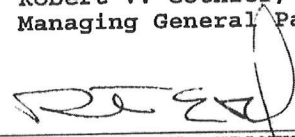
Lease) and that Dick's shall be afforded all the rights of Tenant's Other Tenant as set forth in the Ground Lease and that Frankel shall provide Dick's the notices required to Tenant's Other Tenant at the following address: Dick's Clothing & Sporting Goods, Inc., 400 Cherrington Parkway, Coraopolis, Pennsylvania 15108.

9. Miscellaneous. The terms, covenants and conditions set forth herein shall inure to the benefit of and shall be binding upon the signatories hereto as well as their respective heirs, personal representative, successors and assigns and the successive owners of Lots A, D and E. Except as modified herein, the Original Easement Agreement and Declaration remains in full force and effect and is hereby ratified by the signatories hereto.

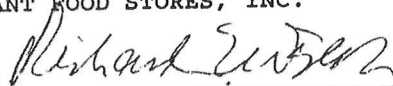
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above-written.

CHESAPEAKE ASSOCIATES

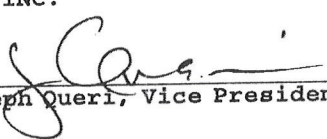
By:   
Robert V. Gothier, Sr.,  
Managing General Partner

  
ROBERT E. FRANKEL

GIANT FOOD STORES, INC.

By:   
Richard E. Welsh,  
Director of Real Estate

DICK'S CLOTHING & SPORTING  
GOODS, INC.

By:   
Joseph Queri, Vice President



STATE OF PENNSYLVANIA )  
COUNTY OF Cumberland ) SS:

On this 18<sup>th</sup> day of August, 1997, before me personally came ROBERT V. GOTHIER, SR., to me personally known, who, being by me duly sworn, did depose and say that he resides in Cumberland, Pennsylvania; that he is Managing General Partner of **CHESAPEAKE ASSOCIATES**; that he is known to me to be the Managing General Partner of such Partnership that executed the within instrument; and he acknowledged to me that he executed the same on behalf of and in the name of such Partnership.

Notarial Seal  
Dawn M. Bushy, Notary Public  
Wormleysburg Boro, Cumberland County  
My Commission Expires June 11, 2001  
Member, Pennsylvania Association of Notaries

Dawn M. Bushy  
NOTARY PUBLIC

STATE OF MARYLAND )  
COUNTY OF BALTIMORE ) SS:

On this 19 day of Aug, 1997, before me personally came ROBERT E. FRANKEL, to me known and known to be the individual described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

Mark A. Rodin  
NOTARY PUBLIC

STATE OF Pennsylvania )  
COUNTY OF Cumberland ) SS:

On this 18<sup>th</sup> day of August, 1997, before me personally came Richard E. Welsh, to me personally known, who, being by me duly sworn, did depose and say that he resides in Cumberland County, Pennsylvania; that he is the Dir. of Real Estate of **GIANT FOOD STORES, INC.**, the corporation described in and which executed the within instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notarial Seal  
Dawn M. Bushy, Notary Public  
Wormleysburg Boro, Cumberland County  
My Commission Expires June 11, 2001  
Member, Pennsylvania Association of Notaries

Dawn M. Bushy  
NOTARY PUBLIC

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) SS:

On this 14<sup>th</sup> day of August, 1997, before me personally came JOSEPH QUERI, to me personally known, who, being by me duly sworn, did depose and say that he resides in Sewickley, Pennsylvania; that he is the Vice-President of **DICK'S CLOTHING & SPORTING GOODS, INC.**, the corporation described in and which executed the within instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Stephen G. Etoll  
NOTARY PUBLIC

STEPHEN G. ETOLL  
Notary Public, State of New York  
No. 02ET5024331  
Qualified in Onondaga County  
Commission Expires March 7, 1998

chespeak.amd/sge#3/bt

RJR  
JCO

CONSENTED TO AS REQUIRED UNDER THE TERMS OF THE ORIGINAL  
EASEMENT AGREEMENT AND DECLARATION:

MORTGAGEE OF LOT A

CONSENT, SUBORDINATION AND AGREEMENT OF  
TRUSTEES AND BENEFICIARY

JOHN E. MELOCIK and BARRY C. GREENBERG, Trustees, and  
MERCANTILE-SAFE DEPOSIT & TRUST COMPANY, a corporation organized  
and existing under the law of Maryland, who are, respectively, the  
trustees and the beneficiary under an Indemnity Deed of Trust,  
Assignment of Rents and Security Agreement dated March 25, 1996,  
and recorded on April 2, 1996 among the Land Records of Harford  
County, Maryland, in Liber 2361 at folios 0044 et seq., as amended  
on August 18, 1997 (hereinafter collectively referred to as the  
"Deed of Trust"), hereby join in the foregoing Amendment to  
Easement Agreement and Declaration for the express purpose of  
subjecting and subordinating all of their respective right, title  
and interest under such Deed of Trust, as amended, to the operation  
and effect of such Amendment to Easement Agreement and Declaration  
and to the Original Easement Agreement referenced therein.

IN WITNESS WHEREOF, each of the said trustees and beneficiary  
has executed and ensealed this Consent and Agreement of Trustees of  
Beneficiary or caused it to be executed and ensealed on its behalf  
by its duly authorized representatives, this 18<sup>th</sup> day of August,  
1997.

WITNESS:

Brenda C. Harman  
Print Name: Brenda C. Harman

Print Name: \_\_\_\_\_

Kelly M. Hoy  
Print Name: Kelly M. Hoy

Print Name: \_\_\_\_\_

John E. Melocik (SEAL)  
John E. Melocik, Trustee

Barry C. Greenberg (SEAL)  
Barry C. Greenberg, Trustee

MERCANTILE-SAFE DEPOSIT & TRUST  
COMPANY

Brenda C. Harman  
Print Name: Brenda C. Harman

Print Name: \_\_\_\_\_

John E. Melocik (SEAL)  
John E. Melocik, Vice-President

*Handwritten initials:*  
BCH  
JG

STATE OF MARYLAND )  
Co. OF Baltimore SS:

On this 26 day of August, 1997, before me personally came **JOHN E. MELOCIK**, to me known and known to be the individual described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

Marcia K. Weaver  
NOTARY PUBLIC

My Commission Expires: 7-2-98

STATE OF MARYLAND ~)  
Co. OF Baltimore SS:

On this 26 day of August, 1997, before me personally came **BARRY C. GREENBERG**, to me known and known to be the individual described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

Marcia K. Weaver  
NOTARY PUBLIC

My Commission Expires: 7-2-98

THE UNDERSIGNED, an attorney admitted to the bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared under her direction.

Sandra L. Howard  
Sandra L. Howard

NOTARY APPLIES TO SIGNATURES  
ON PAGES 7 AND 9.

CONSENTED TO AS REQUIRED UNDER THE TERMS OF THE ORIGINAL  
EASEMENT AGREEMENT AND DECLARATION:

MORTGAGEE OF LOT D

*RR*  
*JC*

CONSENTED TO AS REQUIRED UNDER THE TERMS OF THE ORIGINAL  
EASEMENT AGREEMENT AND DECLARATION:

MORTGAGEE OF LOT E

CONSENT, SUBORDINATION AND AGREEMENT OF  
TRUSTEES AND BENEFICIARY

JOHN E. MELOCIK and BARRY C. GREENBERG, Trustees, and  
MERCANTILE-SAFE DEPOSIT & TRUST COMPANY, a corporation organized  
and existing under the law of Maryland, who are, respectively, the  
trustees and the beneficiary under an Indemnity Deed of Trust,  
Assignment of Rents and Security Agreement dated March 25, 1996,  
and recorded on April 2, 1996 among the Land Records of Harford  
County, Maryland, in Liber 2361 at folios 0044 et seq., as amended  
on August 13, 1997 (hereinafter collectively referred to as the  
"Deed of Trust"), hereby join in the foregoing Amendment to  
Easement Agreement and Declaration for the express purpose of  
subjecting and subordinating all of their respective right, title  
and interest under such Deed of Trust, as amended, to the operation  
and effect of such Amendment to Easement Agreement and Declaration  
and to the Original Easement Agreement referenced therein.

IN WITNESS WHEREOF, each of the said trustees and beneficiary  
has executed and ensealed this Consent and Agreement of Trustees of  
Beneficiary or caused it to be executed and ensealed on its behalf  
by its duly authorized representatives, this 13<sup>th</sup> day of August,  
1997.

WITNESS:

Brenda C. Herman  
Print Name: Brenda C. Herman

Print Name: \_\_\_\_\_

Kelly M. Hry  
Print Name: Kelly M. Hry

Print Name: \_\_\_\_\_

John E. Melocik (SEAL)  
John E. Melocik, Trustee

Barry C. Greenberg (SEAL)  
Barry C. Greenberg, Trustee

MERCANTILE-SAFE DEPOSIT & TRUST  
COMPANY

Brenda C. Herman  
Print Name: Brenda C. Herman

Print Name: \_\_\_\_\_

John E. Melocik (SEAL)  
John E. Melocik, Vice-President

JCE

CONSENTED TO AS REQUIRED UNDER THE TERMS OF THE ORIGINAL  
EASEMENT AGREEMENT AND DECLARATION:

TOWN OF BEL AIR

*RLH*  
Tie

RETURN TO: 40948A G-m  
Chicago Title Insurance Co.  
19 E. Fayette St., Suite 300  
Baltimore, MD 21202  
410 727-3700

IMP FD SURE \$ 2.00  
RECORDING FEE 75.00

①

SECOND AMENDMENT TO EASEMENT AGREEMENT AND DECLARATION

THIS SECOND AMENDMENT TO EASEMENT AGREEMENT AND DECLARATION (this "Amendment"), made as of April 14, 1998, by and between CHESAPEAKE ASSOCIATES, a Pennsylvania general partnership ("Chesapeake"); CHESAPEAKE DICK'S ASSOCIATES, LLC, a Maryland limited liability company ("Chesapeake Dick's") ROBERT E. FRANKEL, an individual ("Frankel"); GIANT FOOD STORES, INC. ("Giant"); ANN L. RAMSEY, sole acting Trustee ("Trustee"); STATE STREET BANK AND TRUST COMPANY, TRUSTEE FOR THE CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP. COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1997-PS1 ("STATE STREET"); CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, a Delaware limited liability company ("CS First Boston") DICK'S CLOTHING & SPORTING GOODS, INC. ("Dick's"); KEVIN J. WYRICK and CHERYL R. MONCURE, Trustees ("NationsBank Trustees"); and NATIONSBANK, N.A. ("NationsBank"), recites and provides as follows:

TOTAL 77.00  
Rest # 1402 Rec# 1 50509

RECITALS

A. Pursuant to the Easement Agreement and Declaration, dated March 25, 1996, between Chesapeake and Frankel and recorded among the land records of Harford County, Maryland in Liber 2368 folio 921 (the "Original Agreement"), and as amended by that certain Amendment to Easement Agreement and Declaration, dated August 18, 1997, by and between Chesapeake, Frankel, Giant and Dick's and recorded among the land records of Harford County, Maryland, in Liber 2577 folio 0690 (the "First Amendment" and together with the Original Agreement, collectively, the "Agreement"), Chesapeake, Frankel, Giant and Dick's agreed to certain easements, restrictions and agreements, as more particularly described in the Agreement, all in accordance with the terms and conditions of the Agreement.

CGH LD Bk # 3311

B. The capitalized terms used in this Amendment and not otherwise defined shall have the meanings given them in the Agreement. References in this Amendment to paragraphs are to paragraphs of the Original Agreement.

AUG 26, 1998 02:23 PM

C. Chesapeake, Chesapeake Dick's, Frankel, Giant and Dick's (individually, each a Party, and collectively, the "Parties"), now desire to or otherwise hereby consent to the request to amend the Agreement as hereinafter provided, to allow Patient First of Maryland, Inc., a Virginia corporation, and its successors and assigns ("PFM"), to sell and dispense prescription drugs from their place of business to be located on a portion of Lot D, all of which shall be pursuant to the terms of this Amendment.

D. In order to amend the Agreement, paragraph 10 of the Original Agreement requires the written consent of the owners of Lot A, Lot D and Lot E, Giant, Dick's and other parties with an

LIBER 2790 FOLIO 0133

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2790, p. 0133, MSA\_CE54\_2677. Date available 06/22/2005. Printed 10/08/2025.

75  
2  
10M

interest in and to the Chesapeake Property, each of their successors or assigns, and each mortgagee or beneficiary under any first mortgage or first deed of trust covering Lot A, Lot D and Lot E.

E. Chesapeake was the owner of Lots A and E.

F. Chesapeake transferred Lot A to Chesapeake Dick's by Deed dated February 2, 1998 and recorded among the Land Records of Harford County, Maryland in Liber 2646, folio 548.

G. Chesapeake is the current owner of Lot E.

H. Chesapeake Dick's is the current owner of Lot A.

I. Frankel is the owner of Lot D.

J. Giant and Dick's are all of the parties doing business upon Lot A and E.

K. Chesapeake entered into an Indemnity Deed of Trust with Ann L. Ramsey and Carol W. Hahn, Trustees for the benefit of AMRESKO Capital, L.P., a Delaware limited partnership dated September 29, 1997 and recorded among the Land Records of Harford County, Maryland in Liber 2577, folio 712; assigned to CS First Boston by that certain Assignment of Deed of Trust and Assignment of Assignment of Leases and Rents dated September 29, 1997 and recorded in the aforesaid Land Records in Liber 2577, folio 760; and further assigned to State Street by an Assignment recorded or intended to be recorded among the aforesaid Land Records (collectively, the "Chesapeake Deed of Trust"). The Trustee and State Street hereby join in this Amendment for the express purpose of subjecting and subordinating all of their respective right, title and interest under the Chesapeake Deed of Trust, as may be amended from time to time, to the operation and effect of this Amendment.

L. Chesapeake Dick's entered into an Indemnity Deed of Trust with Ann L. Ramsey and E. Kristen Moye, Trustees for the benefit of AMRESKO Capital, L.P., a Delaware limited partnership dated June 29, 1998 and recorded among the Land Records of Harford County, Maryland in Liber 2757, folio 564 and assigned to CS First Boston by that certain Assignment of Deed of Trust and Assignment of Assignment of Leases and Rents dated June 29, 1998 and recorded in the aforesaid Land Records in Liber 2757, folio 638 (collectively, the "Chesapeake Dick's Deed of Trust"). The Trustee and CS First Boston hereby join in this Amendment for the express purpose of subjecting and subordinating all of their respective right, title and interest under the Chesapeake Deed of Trust, as may be amended from time to time, to the operation and effect of this Amendment.

M. The NationsBank Trustees and NationsBank are, respectively, the trustees and the beneficiary under a Deed of Trust dated November 22, 1996 and recorded among the Land Records of Harford County, Maryland, in Liber 2480 folio 119, as amended (the "NationsBank Deed of Trust"), and hereby join in this Amendment for the express purpose of subjecting and subordinating all of their respective right, title and interest under the NationsBank Deed of Trust, as amended, to the operation and effect of this Amendment.

AMENDMENT

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Notwithstanding the terms of the Agreement, including the language in subparagraph 9(v) of the Agreement, PFM is hereby given the right to engage in a prescription drug operation on a portion of Lot D (the "PFM Property"), so long as such operation is limited to the service for and the sale of prescription drugs to patients of PFM at the PFM Property and is accessory to the services provided by PFM at the PFM Property.

2. Chesapeake and Chesapeake Dick's hereby certify to PFM that (a) Giant and Dick's are the only parties, as to Lot A and Lot E, that need to be made a party to this Agreement, (b) State Street and CS First Boston are the only mortgagees and beneficiaries under a mortgage or deed of trust covering Lot A and Lot E, (c) Chesapeake is the owner of Lot E, and (d) Chesapeake Dick's is the owner of Lot A.

3. Frankel hereby certifies to PFM that (a) NationsBank is the only mortgagee and beneficiary under a first mortgage or first deed of trust covering Lot D, and (b) Frankel is the owner of Lot D.

4. State Street hereby certifies that it is the current noteholder secured by the Chesapeake Deed of Trust.

5. CS First Boston hereby certifies that it is the current noteholder secured by the Chesapeake Dick's Deed of Trust.

6. NationsBank hereby certifies that it is the current noteholder secured the NationsBank Deed of Trust.

7. The Trustee, State Street, CS First Boston, the NationsBank Trustees and NationsBank, each hereby join in this Amendment for the express purpose of subjecting and subordinating all of their respective right, title and interest under the

respective Deed of Trust, each as amended, to the operation and effect of this Amendment.

8. Except as expressly amended by this Amendment, the Parties hereby ratify and confirm hereby the Agreement, including, without limitation, the First Amendment, and the Agreement shall remain in full force and effect in accordance with its terms. All of the recitals set forth in this Amendment are agreed upon by the parties hereto as if fully set forth herein and are hereby made a part hereof. This Amendment shall be governed by the laws of the State of Maryland and shall be binding upon and a benefit to the parties hereto and their respective successors and assigns.

9. Each of the parties hereto hereby represents that it has the necessary power and authority to execute and deliver this Amendment and this Amendment constitutes the valid and binding obligation of the respective parties hereto, enforceable in accordance with its terms. Each of the parties hereto hereby agree that if this Amendment or any provision hereof or the First Amendment or any provision thereof is deemed to be unenforceable or void because of the failure to include any necessary party, as between the parties hereto, this Amendment and the First Amendment shall be valid and enforceable as to the parties hereto and their successors and assigns and that all parties shall execute an Amendment which shall include all necessary parties.

10. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

WITNESS the following signatures and seals:

CHESAPEAKE ASSOCIATES, a Pennsylvania general partnership

By: [Signature] (SEAL)  
Name: PETE A. PATURZO, JR.  
Title: GENERAL PARTNER

STATE OF Pennsylvania,  
CITY/COUNTY OF Cumberland, TO WIT:

I HEREBY CERTIFY, that on this 15<sup>th</sup> day of April, 1998, before me, the undersigned, a Notary Public of the aforesaid State and City/County, personally appeared Pete A. Paturzo, Jr. who acknowledged himself/herself to be the General Partner of Chesapeake Associates, and that he/she, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.



[Signature]  
Notary Public  
Print Name: Kay M. Toth

My Commission Expires:

Notarial Seal  
Kay M. Toth, Notary Public  
Wormleysburg Boro, Cumberland County  
My Commission Expires Oct. 8, 2001

Member, Pennsylvania Association of Notaries  
[AFFIX NOTARIAL SEAL]

WITNESS the following signatures and seals.

CHESAPEAKE DICK'S ASSOCIATES, LLC, a Maryland limited liability company

By: CHESAPEAKE DICK'S ASSOCIATES, INC., a Maryland corporation, its Managing Member

By: [Signature] (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Pennsylvania  
CITY/COUNTY OF Cumberland TO WIT:

I HEREBY CERTIFY, that on this 17th day of August, 1998 before me, the undersigned Notary Public of said State, personally appeared Robert V. Gothier, Sr., who acknowledged himself to be the President of Chesapeake Dick's Associates, Inc., a Maryland corporation and the Managing Member of Chesapeake Dick's Associates, LLC, a Maryland limited liability company and acknowledged that he executed the same for the purposes therein contained on behalf of the limited liability company, by signing the name of the managing member by himself as

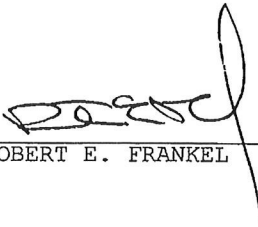
[Signature]  
Notary Public

My Commission Expires:

Notarial Seal  
Kay M. Toth, Notary Public  
Wormleysburg Boro, Cumberland County  
My Commission Expires Oct. 8, 2001  
Member, Pennsylvania Association of Notaries

[SEAL]

RETURN TO: 40948A0-M  
Chicago Title Insurance Co.  
19 E. Fayette St., Suite 300  
Baltimore, MD 21202  
410 927-3700

  
\_\_\_\_\_  
ROBERT E. FRANKEL (SEAL)

STATE OF Maryland  
CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 14<sup>th</sup> day of April, 1998, before me, the undersigned, a Notary Public of the aforesaid State and City/County, personally appeared Robert E. Frankel who acknowledged that he executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.

**Notary Public**  
**Lee N. Sachs**  
**Baltimore City, MD**  
My commission expires: 8/1/98

  
\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
[AFFIX NOTARIAL SEAL]

GIANT FOOD STORES, INC.

By: *Richard E. Welsh* (SEAL)  
Name: Richard E. Welsh  
Title: Director of Real Estate

STATE OF PENNSYLVANIA  
CITY/COUNTY OF CUMBERLAND; TO WIT:

I HEREBY CERTIFY, that on this day of April 20, 1998, before me, the undersigned, a Notary Public of the aforesaid State and City/County, personally appeared Richard E. Welsh who acknowledged himself/herself to be the Director of Real Estate of \_\_\_\_\_, and that he/she, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.

*Michele A. Golden*  
Notary Public  
Print Name: Michele A. Golden

My Commission Expires:

July 2, 2001

AFFIX NOTARIAL SEAL  
Michele A. Golden, Notary Public  
Middlesex Twp., Cumberland County  
My Commission Expires July 2, 2001  
Member, Pennsylvania Association of Notaries

TRUSTEE:

*Ann L. Ramsey* Trustee (SEAL)  
ANN L. RAMSEY, Trustee

STATE OF MARYLAND,  
COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 7th day of August, 1998, before me, the undersigned, a Notary Public of the aforesaid State and County, personally appeared Ann L. Ramsey, Trustee.

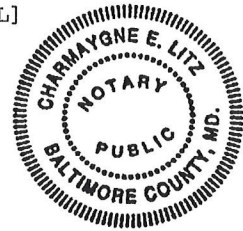
IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above-written.

*Charmayne E. Litz*  
Notary Public  
Print Name: Charmayne E. Litz

My Commission Expires:

5/1/99

[AFFIX NOTARY SEAL]



HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2790, p. 0140, MSA\_CE54\_2677. Date available 06/22/2005. Printed 10/08/2025.

STATE STREET BANK AND TRUST COMPANY, TRUSTEE  
FOR THE CREDIT SUISSE FIRST BOSTON MORTGAGE  
SECURITIES CORP. COMMERCIAL MORTGAGE PASS-  
THROUGH CERTIFICATES SERIES 1997-PS1

By: AMRESKO Services, L.P., its authorized  
agent

By: AMRESKO Mortgage Capital, Inc., its  
general partner

By: Thomas J. Bauer

Name: THOMAS J. BAUER

Title: Servicing Officer

STATE OF Georgia  
CITY/COUNTY OF Fulton, TO WIT:

I HEREBY CERTIFY, that on this day of  
August 10 1998, 1998, before me, the undersigned, a  
Notary Public of the aforesaid State and City/County, personally  
appeared Thomas J. Bauer who acknowledged  
himself/herself to be the Servicing officer of  
Amresco Mortgage Capital, Inc., and that he/she, as such officer  
being authorized so to do, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the  
corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto affixed my hand and  
official seal the day and year first above written.

Diane Story  
Notary Public  
Print Name: Diane Story  
My Commission Expires:  
Notary Public, Fulton County, Georgia  
My Commission Expires August 25, 2000

[AFFIX NOTARIAL SEAL]

WITNESS the following signatures and seals.

CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL,  
LLL, a Delaware limited liability company

By: AMRESKO Services, L.P., its authorized  
agent

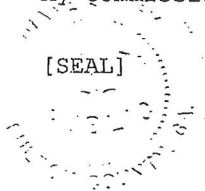
By: AMRESKO Mortgage Capital, Inc., its  
general partner

By: *Thomas J. Bauer* (SEAL)  
Name: THOMAS J. BAUER  
Title: Servicing Officer

I HEREBY CERTIFY, that on this 10<sup>th</sup> day of August, 1998  
before me, the undersigned Notary Public of said State,  
personally appeared *Thomas J. Bauer*, who acknowledged  
himself to be the Servicing Officer of AMRESKO Mortgage Capital,  
Inc., General Partner of AMRESKO Services, L.P., who is the  
authorized agent for Credit Suisse First Boston Mortgage Capital  
LLC and that he, as such officer being authorized so to do,  
executed the foregoing instrument for the purposes therein  
contained, by signing the name of the limited liability company  
by himself as Servicing Officer.

*Shirley Steeg*  
Notary Public

My Commission Expires: Notary Public, Fulton County, Georgia  
My Commission Expires August 25, 2000



HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2790, p. 0142, MSA\_CE54\_2677. Date available 06/22/2005. Printed 10/08/2025.

CLOTHING &  
DICK'S SPORTING GOODS, INC.

By: *Joseph Queri, V.P.* (SEAL)  
Name: Joseph Queri  
Title: Vice President

STATE OF PENNSYLVANIA  
~~CITY/COUNTY OF~~ ALLEGHENY, TO WIT:

I HEREBY CERTIFY, that on this 16 day of April, 1998, before me, the undersigned, a Notary Public of the aforesaid State and ~~City/County~~, personally appeared Joseph Queri who acknowledged himself/~~herself~~ to be the Vice President of DICK'S CLOTHING & SPORTING GOODS, INC., and that he/~~she~~, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.

*Yvonne Hicks*  
Notary Public  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[AFFIX NOTARIAL SEAL]

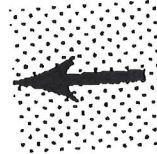
Notarial Seal  
Yvonne Hicks, Notary Public  
O'Hara Twp., Allegheny County  
My Commission Expires May 13, 2000  
Member, Pennsylvania Association of Notaries

*Je*

NATIONSBANK TRUSTEES:

Kevin Wyrick (SEAL)  
Kevin Wyrick, Trustee

Cheryl R. Moncure (SEAL)  
Cheryl R. Moncure, Trustee



STATE OF North Carolina  
CITY/COUNTY OF Mecklenburg; TO WIT:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day May of May, 1998, before me, the undersigned, a Notary Public of the aforesaid State and City/County, personally appeared Kevin Wyrick and Cheryl R. Moncure, Trustees.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.

Sean M. Henderson  
Notary Public  
Print Name: Sean M. Henderson

My Commission Expires:

11/2/2000

[AFFIX NOTARIAL SEAL]

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2790, p. 0144, MSA\_CE54\_2677. Date available 06/22/2005. Printed 10/08/2025.

NATIONSBANK, N.A.

By: *C. Richard Gampel, Sr.* (SEAL)  
Name: C. RICHARD GAMPOL, SR.  
Title: SENIOR VICE PRESIDENT

STATE OF Maryland,  
CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this day of May 26, 1998, 1998, before me, the undersigned, a Notary Public of the aforesaid State and City/County, personally appeared C. Richard Gampel who acknowledged himself/herself to be the Senior Vice President of NationsBank, N.A., and that he/she, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.

*Cheryl J. Hair*  
Notary Public  
Print Name: CHERYL J. HAIR

My Commission Expires:  
January 1, 2001

[AFFIX NOTARIAL SEAL]



0403156.03

**State of Maryland Land Instrument Intake Sheet**  
 Baltimore City  County: HARFORD

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	<input checked="" type="checkbox"/> Check Box if Addendum Intake Form is Attached.						
		Deed	Mortgage	1 Other 2nd Amend. Instrument	3 Other LHDOT			
2	Conveyance Type Check Box	Deed of Trust	Lease	2 Memor. of Lease	4 IFS			
		Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms-Length Sale [9]			
3	Tax Exemptions (if Applicable)	Arms-Length [1]	Arms-Length [2]	Arms-Length [3]				
		Recordation	State Transfer	County Transfer				
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only			
		Purchase Price/Consideration	\$		Transfer and Recordation Tax Consideration			
5	Fees	Any New Mortgage	\$		X ( ) % = \$			
		Balance of Existing Mortgage	\$		Less Exemption Amount	- \$		
		Other: AVERAGE ANNUAL RENT	\$	107,369.67	Total Transfer Tax	= \$		
		Other:	\$		Recordation Tax Consideration	\$		
		Full Cash Value	\$		X ( ) per \$500 = \$			
					TOTAL DUE	\$		
					Doc. 1	Doc. 2	Agent:	
					\$ 75.00	\$ 26.00	Tax Bill:	
			\$ 2.00	\$ 2.00	C.B. Credit:			
			\$ 7,088.40		Ag. Tax/Other:			
			\$ 5,368.48					
			\$ 10,736.97					
			\$					
			\$					
6	Description of Property	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		03	280918	1845/823	0049	0268	<input type="checkbox"/> (5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)
		Bel Air Land Development					91/92	
		Location/Address of Property Being Conveyed (2)						
		560 W. Mac Phail Road						
		Other Property Identifiers (if applicable)						
		Water Meter Account No.						
		Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:						
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:						
7	Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		Chesapeake Associates, a Pennsylvania general partnership et al			Robert E. Franke I			
		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)			Doc. 2 - Grantee(s) Name(s)			
		NationsBank, N.A.			Patient First of Maryland, Inc.			
New Owner's (Grantee) Mailing Address								
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				<input checked="" type="checkbox"/> Return to Contact Person		
		Name: GAIL MANNINGS	Firm: Chicago Title Insurance Company			<input type="checkbox"/> Hold for Pickup		
		Address: 19E. Fayette Street - Suite 300				<input type="checkbox"/> Return Address Provided		
		Baltimore MD 21202 Phone: (410) 727-3700						
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER						
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Will the property being conveyed be the grantee's principal residence?						
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Does transfer include personal property? If yes, identify: _____						
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).						
Assessment Use Only - Do Not Write Below This Line								
<input type="checkbox"/> Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification								
Transfer Number:		Date Received:		Deed Reference:		Assigned Property No.:		
Year	19	19		Geo.	Map	Sub	Block	
Land				Zoning	Grid	Plat	Lot	
Buildings				Use	Parcel	Section	Occ. Cd.	
Total				Town Cd.	Ex. St.	Ex. Cd.		
REMARKS:								

Space Reserved for Circuit Court Clerk Recording Validation

Space Reserved for County Validation

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2790, p. 0147, MSA\_CE54\_2677. Date available 06/22/2005. Printed 10/08/2025.

Distribution: White - Clerk's Office  
 Canary - SDAT  
 Pink - Office of Finance  
 Goldenrod - Preparer  
 AOC-CC-300 (6/95)

**LIBER 2790 FOLIO 147**

**Addendum**  
**State of Maryland Land Instrument Intake Sheet**  
 Baltimore City     County: HARFORD

*The addendum form should be used when one transaction involves more than two instruments.  
Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.*

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

5 (Continued) Fees	Amount of Fees	Doc. 3	Doc. 4	Doc. 5	Doc. 6
	Recording Charge	\$ 75.00	\$ 20.00	\$	\$
	Surcharge	\$ 5.00	\$ 2.00	\$	\$
	State Recordation Tax	\$	\$	\$	\$
	State Transfer Tax	\$	\$	\$	\$
	County Transfer Tax	\$	\$	\$	\$
	Other	\$	\$	\$	\$
	Other	\$	\$	\$	\$
7 (Continued) Transferred From	Doc. 3 - Grantor(s) Name(s)		Doc. 4 - Grantor(s) Name(s)		
	Patient First of Maryland, Inc.		Patient First of Maryland, Inc.		
	Doc. 5 - Grantor(s) Name(s)		Doc. 6 - Grantor(s) Name(s)		
	Doc. 3 - Owner(s) of Record, if Different from Grantor(s)		Doc. 4 - Owner(s) of Record, if Different from Grantor(s)		
	Doc. 5 - Owner(s) of Record, if Different from Grantor(s)		Doc. 6 - Owner(s) of Record, if Different from Grantor(s)		
8 (Continued) Transferred To	Doc. 3 - Grantee(s) Name(s)		Doc. 4 - Grantee(s) Name(s)		
	J. F. Gayle, Jr. and Elizabeth L. McShane, Trustees		Crestar Bank		
	Doc. 5 - Grantee(s) Name(s)		Doc. 6 - Grantee(s) Name(s)		
9 (Continued) Other Names to be Indexed	Doc. 3 - Additional Names to be Indexed (Optional)		Doc. 4 - Additional Names to be Indexed (Optional)		
	Crestar Bank				
	Doc. 5 - Additional Names to be Indexed (Optional)		Doc. 6 - Additional Names to be Indexed (Optional)		
Special Instructions	Special Recording Instructions (if any)				

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 2790, p. 0148, MSA\_CE54\_2677. Date available 06/22/2005. Printed 10/08/2025.

RESOLUTION OF APPROVAL

MACPHAIL CROSSING EAST  
PARCEL B SUBDIVISION

BE IT RESOLVED by the Town of Bel Air Planning Commission that the revised preliminary subdivision plat submitted on behalf of Grantlou LLC, dated July 23, 1997, for the property known as Parcel B of the Lands of Bel Air Land Development VIII Limited Partnership, as shown on Harford County Tax Map No. 49, parcel 268, is hereby approved subject to the following conditions:

1. Submission of a plat for recordation meeting all requirements noted on the DPW checkprint and memorandum dated July 30, 1997.
2. Submission of requisite utility, grading, erosion and sediment control, and stormwater management plans.
3. Payment of forest conservation fee-in-lieu upon approval of site plan for each lot based on proportionate square footage; payment of fee-in-lieu for the entire property to be the responsibility of Grantlou LLC.
4. Finalization of a Sewer Agreement with Harford County.
5. Provision of a 28 foot wide easement on the northeast portion of Lot 1 abutting Lot 3 for emergency vehicle access; the wording of the easement to be approved by Town Counsel.
6. Execution of a Public Works Agreement with the Town of Bel Air and associated performance and maintenance mechanisms for provision of utilities, landscaping and other public improvements.
7. Provision of the following off-site improvements as provided in Article 8, Section 8-903 of the Bel Air Town Code.
  - a. Extension of utility lines from their current terminus to the proposed development.
  - b. Extension of the center island on Marketplace Drive to eliminate potential left turn movement.
8. Elimination of access to Lot 3 from Lot 1.

BE IT FURTHER RESOLVED that all off-site improvements shall be provided at the sole cost of the developer. Since these off-site improvements are necessitated solely for the benefit of the proposed development, full cost and construction of the aforesaid improvement shall be provided by developer, its successors and/or assigns.

PASSED AND APPROVED:

August 7, 1997



Keith Powell, Chairman  
Bel Air Planning Commission

AYES: 4  
NAYES: 0  
ABSENT: 1





# TOWN OF BEL AIR

DEPARTMENTS OF PLANNING AND PUBLIC WORKS  
705 CHURCHVILLE ROAD  
BEL AIR, MARYLAND 21014

410-879-9500/9507  
FAX-410-838-0775

## BOARD OF COMMISSIONERS

Stephen C. Burdette  
David E. Carey  
Robert G. Cassilly  
Susan K. McComas  
Mara D. Pais

Carol L. Deibel  
*Director of Planning and  
Community Development*  
638-4540

Christopher G. Schlehr  
*Director of Public Works*  
638-4536

July 25, 1997

John J. Gessner, Jr., Esquire  
11 South Main Street  
P.O. Box 1776  
Bel Air, MD 21014-7776

Re: Request for Waiver  
Board of Appeals  
July 22, 1997

Dear Mr. Gessner:

In response to your client's request for an interpretation to an administrative decision and, if required, a waiver pursuant to Article 8, Section 8.02(J) of the Town Development Regulations (minimum parking requirement), the decision of the Board is as follows:

"Recognizing that the applicant withdrew the request for an interpretation of an administrative decision regarding the classification of the use of the proposed facility, a motion was made to approve the request of Patient First of Maryland, Inc., for a waiver of twenty-five (25) parking spaces from the minimum 66 parking space requirement for a proposed "medical services clinic" to be constructed on the property located at 560 West MacPhail Road. Testimony and evidence provided indicated the one space per one hundred square feet of gross leasable floor space parking requirement for a medical service clinic is excessive based on the proposed use of the facility. The maximum number of personnel and patient volume, as presented at the hearing, would not require the 66 parking spaces. Creation of additional parking beyond the proposed 41 spaces would result in particular difficulty because the additional spaces were determined to be unnecessary to adequately accommodate the parking needs created by the proposed facility.

Further, pursuant to Article 8, Section 8.02(J)3 of the Development Regulations, the Board conditions this waiver on the applicant's providing landscaping as presented at the hearing, subject to further approval of the Town of

John J. Gessner, Jr., Esquire  
July 25, 1997  
Page 2

Bel Air Planning Commission.

The motion was seconded, and it passed. There was one vote against the motion."

Should you have any questions regarding the decision, please contact Mr. Syphard at the Planning Department.

Sincerely,



Chairperson  
Board of Appeals

mjw

cc: Board of Appeals Members  
Claire P. Blomquist, Town Counsel  
Curt D. Angstadt, Patient First of Maryland, Inc.  
Kevin McBride, MRA, Inc.



# TOWN OF BEL AIR

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705 CHURCHVILLE ROAD  
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638-4540

Christopher G. Schlehr  
*Director of Public Works*  
638-4536

August 11, 1997

John J. Gessner, Esquire  
Hertsch, Gessner and Snee, P.A.  
11 S. Main Street  
P. O. Box 1776  
Bel Air, MD 21014-7776

Re: Patient First of Maryland, Inc.

Dear Mr. Gessner:

The Bel Air Planning Commission reviewed the request, submitted on behalf of Patient First of Maryland, to construct a medical office building at 560 West MacPhail Road on Lot D, MacPhail Crossing East, at its August 7, 1997 meeting. The Planning Commission approved the request subject to the following conditions:

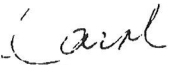
1. Submission of a final plat for signatures, consistent with comments presented at the hearing, incorporating Department of Public Works comments as noted in the Department's memorandum dated July 25, 1997; indication of sidewalk along West MacPhail Road frontage; reconfiguration of parking spaces to allow interior landscaping per Section 10.03.B.3; and location for requisite bike rack per Section 8.02.F.8.
2. Submission of a revised landscape plan in compliance with Article 10 of Ordinance No. 586-97.
3. Submission of a lighting plan for Department of Public Works review and approval.
4. Submission of forest conservation fee-in-lieu payment of \$2,960.65 prior to issuance of a Use and Occupancy Permit.

John J. Gessner, Esquire  
August 11, 1997  
Page 2

Prior to proceeding with signage, the developer must bring proposed signage before the Concept Plan Review Committee and request Planning Commission approval of the signage package.

Should you have any questions about the approval or the remaining process, please do not hesitate to call.

Very truly yours,

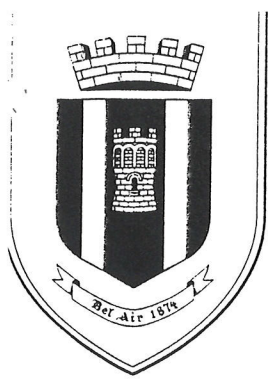


Carol L. Deibel  
Director of Planning and  
Community Development

CLD:mjw

cc: Planning Commission Reading File  
Commissioners' Reading File  
William N. McFaul, Town Administrator  
Claire P. Blomquist, Town Counsel  
Christopher G. Schlehr, Director of Public Works  
Robert S. Syphard, Planner  
Elizabeth M. Carven, Community Development Administrator  
Kevin McBride, Morris & Ritchie Associates, Inc.





# TOWN OF BEL AIR

DEPARTMENTS OF PLANNING AND PUBLIC WORKS  
705 CHURCHVILLE ROAD  
BEL AIR, MARYLAND 21014

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*Director of Planning and  
Community Development*  
638-4540

Christopher G. Schlehr  
*Director of Public Works*  
638-4536

September 16, 1997

Albert J. A. Young, Esquire  
Brown, Brown and Brown, P.A.  
200 S. Main Street  
Bel Air, MD 21014

Re: Dick's Clothing and Sporting Goods

Dear Mr. Young:

The Bel Air Board of Town Commissioners reviewed the request for modification of the special development approval for the property located at 540 West MacPhail Road, submitted on behalf of Dick's Clothing and Sporting Goods, at its September 15, 1997 meeting. The Board approved the request subject to the following conditions:

1. Submission of a fully engineered site plan for signature, including data as indicated in the Department of Public Works memorandum dated August 21, 1997.
2. Satisfaction of all earlier site plan conditions, including update of cross-easement agreements, with a copy provided to the Town; compliance with all Forest Conservation Plan requirements; resurfacing of Atwood Road per earlier annexation agreement; sidewalk and crosswalk development at Atwood Road; submission and implementation of all necessary erosion and sediment control, stormwater management and grading plans. The plat shall be corrected to show the accurate number of parking spaces. The loading dock shall be adequately screened from Atwood Road to assure privacy for the residents.
3. Submission of a revised landscape plan to the Planning Commission for final review and approval.
4. Two (2) sets of colored renderings, indicating materials and design elements on all sides of the building, must be submitted for file documentation to the Planning Department prior to final plat approval.
5. Inclusion of pilasters at 40 foot intervals instead of the 80 foot intervals proposed on the side facade.
6. Installation of the light shield at the Atwood Road entrance to the parking area to insure that the light projects no further than the center of Atwood Road.
7. Provision of fence access as requested in the Bel Air Volunteer Fire Company letter dated September 3, 1997.

Further, this approval was based on the following findings of fact:

1. The zoning of this property is B-3 General Business District. This designation allows for the construction of shopper's merchandise retail establishments with performance standards, all of which have been satisfied by the petitioners.
2. The property is located in the Route 24 Corridor Overlay District. The proposed modification satisfies all design standards required in this district.
3. The proposed on-site parking meets the requirements of the Development Regulations.
4. The Town's Comprehensive Land Use Plan shows the land use as commercial. This designation is consistent with the proposed use.
5. The Planning Commission reviewed the request and recommended approval.

The landscape plan submitted on behalf of the applicant will be forwarded to the Planning Commission for its October 2, 1997 meeting. I would ask that the engineer be available to answer any questions the Planning Commission may have about the plan at that time.

Should you have any questions about the approval or the remaining submission requirements and hearing, please do not hesitate to call.

Very truly yours,



Carol L. Deibel  
Director of Planning and  
Community Development

CLD:mjw

cc: Commissioners' Reading File  
William N. McFaul, Town Administrator  
Planning Commission Members  
Claire P. Blomquist, Town Counsel  
Christopher G. Schlehr, Director of Public Works  
Robert S. Syphard, Planner  
Elizabeth M. Carven, Community Development Administrator  
Robert V. Gothier, Chesapeake Associates  
Rowan G. Glidden, G. W. Stephens, Jr. & Associates, Inc.  
Ronald J. McGraw, Architect  
Kevin Hughes, Dick's Clothing and Sporting Goods



November 7, 2003

Mr. Jay Lustig  
Patient First of MD, Inc.  
5000 Cox Road, Suite 100  
Glen Allen, VA 23060

Re: Patient First, Bel Air, MD

Dear Mr. Lustig:

The Bel Air Planning Commission reviewed your site plan/special development request to expand the Patient First offices at 560 West MacPhail Road at its November 6, 2003 meeting. The Planning Commission approved the site plan/special development request to expand the existing medical office by 1,100± square feet subject to the following conditions:

1. The site plan shall be modified to comply with conditions noted in the DPW memorandum dated October 29, 2003.
2. The site plan shall be modified to meet Development Regulations parking lot requirements as they relate to aisle width, space size and interior lot landscaping.
3. A bike rack shall be provided and location shall be noted on the final site plan.
4. The architectural design shall incorporate modulation of walls in excess of 40' in length (as described at the hearing).

Further, this approval was based on the following findings of fact:

1. The zoning is B-3 General Business District. This designation allows medical office uses. All performance standards will be satisfied based on documentation provided by the applicant.

Mr. Jay Lustig  
Patient First of MD, Inc.  
November 7, 2003  
Page 2

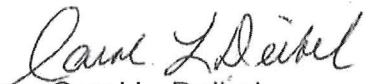
2. Based on the conditions noted in the approval, the parking and circulation system will be adequate to meet the needs of the use.
3. The property is shown as commercial on the Town's Land Use Plan and satisfies the Comprehensive Plan Economic Element Goal of encouraging business retention in the Town.

The Planning Commission also approved the proposed landscape plan with inclusion of additional landscaping between the building and walkway, as noted in the hearing testimony.

You will be required to submit mylar originals for signatures, incorporating the modifications specified above, prior to issuance of a building permit for this project.

We congratulate you and your company on its success in Bel Air and thank you for the service you provide to our community. If you have any questions or need any additional information about the remaining development process, please feel free to contact me.

Very truly yours,



Carol L. Deibel  
Director of Planning and  
Community Development

CLD:mjw

cc: Planning Commission Reading File  
Town Commissioners  
Charles B. Keenan, Jr., Esquire, Town Counsel  
Christopher G. Schlehr, Town Administrator  
Robert B. Cooper, Director of Public Works  
Ronald Spielmann, G. W. Stephens, Jr. & Associates, Inc.  
Planning Staff  
File

