



**PLANNING COMMISSION
STAFF REPORT**

Prepared by: Kevin Small, Director
Date: November 30, 2023
Meeting Date: December 7, 2023

General Information

Applicant: Ashley B. Sherwood

Owner/Operator: Dr. Graydon Lee & Anni Margaret Schreiber

Status of Applicant: Contract Purchaser

Location: 10 W. Broadway

Lot/Building Size: Parcel 0264 – 12,760 square feet (0.29 acres)
Existing Building – 3,040 square feet

Requested Action: The Applicant is requesting approval for Satellite Parking for proposed use on abutting property (48 W Broadway)

Zoning: B-3A, General Business Gateway

Architectural Review: NA

Proposed/Existing Use: Salon/Spa, Dentist and Message Therapy

Analysis:

The Applicant is requesting approval to allow use of off-site parking as part of a new Salon/Spa use which will occupy 10 W. Broadway. The 3,040 square foot building will not be expanded so no Site or Landscape review is required. This existing building will accommodate professional services and personal services in addition to the Salon.

- Salon/Spa (proposed use) 1,354 sf (10 stations) 20 spaces @ 2 sp/station
- Dentist (existing use) 900 sf 3 spaces @ 1 sp/300 sf
- Message Therapy (existing use) 786 sf 3 spaces @ 1 sp/300 sf

There are 16 existing spaces within the 10 W. Broadway property so an additional 10 spaces would be needed to satisfy current code requirements.

The applicant has reached out to the abutting property owner of 48 W. Broadway to facilitate a parking agreement. A draft of this agreement is attached. The use of the abutting property is a Funeral Home which contains approximately 61 existing parking spaces. The required parking for a funeral home is 1 space per 50 square feet of Net Floor Area with a minimum of 30 spaces. A cursory review of the McComas Funeral Home appears to show approximately 2,500 square feet of gathering space that would be used by the public resulting in 50 spaces required. This leaves excess parking available for 10 W. Broadway to utilize.

Recommendations:

Satellite Parking

Approval of the Satellite Parking for 10 W. Broadway is based upon the following findings of fact that the applicant has adequately demonstrated adherence to criteria in Section 165-51.C(1) Satellite Parking:

- [a] The property providing additional parking (48 W. Broadway) is within 500 feet of the subject property (10 W. Broadway).
- [b] An agreement between the user generating parking need, the property owner of the parcel providing parking and the Town will be completed based on the draft provided by the applicant based on comments from the Town and recorded in the Harford County Land Records.
- [c] There is a safe, accessible pedestrian connection between the two properties.
- [d] Both properties will contain signs that direct patrons from the parking lot at 48 W. Broadway to the establishments on 10 W. Broadway.



Kevin L. Small, AICP, RLA
Director of Planning & Community Development

Attachments: Aerial photo of subject property

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Legend



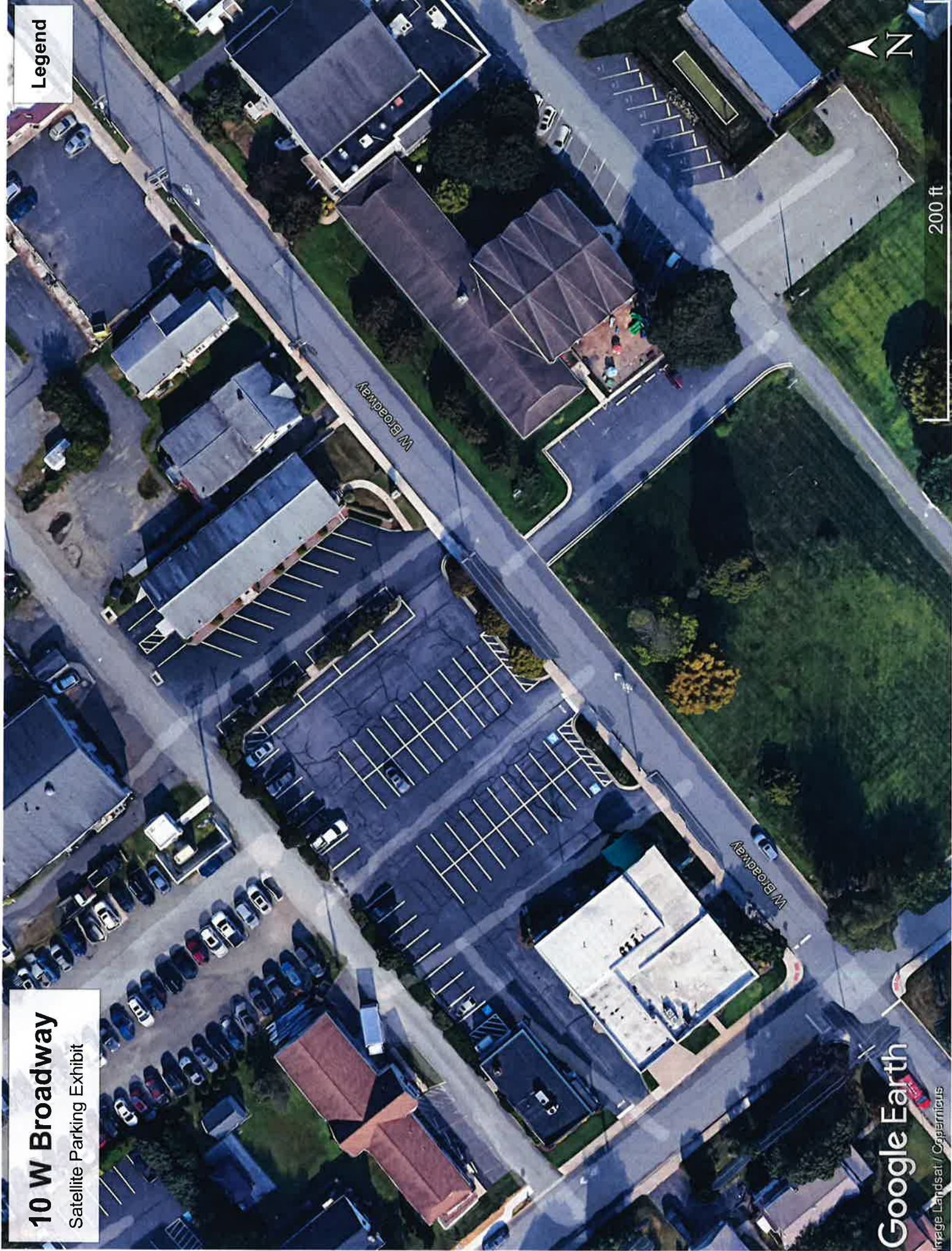
200 ft

10 W Broadway

Satellite Parking Exhibit

Google Earth

Image Landsat / Copernicus



**NON-EXCLUSIVE REVOCABLE
PARKING LICENSE AGREEMENT**

DRAFT

THIS NON-EXCLUSIVE REVOCABLE PARKING LICENSE AGREEMENT ("License Agreement"), made this ___ day of October, 2023, by and between, Howard K. McComas IV and Holly K. McComas (collectively, the "Licensor") and _____ (the "Licensee") (together the "Parties", each a "Party").

WHEREAS, Licensor owns that tract or parcel of land located at and known as 48 West Broadway, Bel Air, Maryland 21014, comprised of two parcels: (1) designated as Lots 11-17 175X145 containing 25,375 square feet as shown on a plat recorded among the Plat Records of Harford County, Maryland at Liber 14172, folio 4, in a deed recorded July 27, 2020; and also (2) LT 12760 SF containing 12,760 square feet as shown on a plat recorded among the Plat Records of Harford County, Maryland at Liber 14172, folio 4 (the "McComas Property");

WHEREAS, Licensee owns that tract or parcel of land located at and known as 10 West Broadway, Bel Air, Maryland 21014 containing 12,760 square feet and designated as Lots 88X145 on a plat recorded among the Plat Records of Harford County, Maryland at Liber 633, folio 581, being the same and all the land described in a Deed dated _____ (the "Sherwood Property");

WHEREAS, the Sherwood Property is currently improved with an office building used for medical purposes; and

WHEREAS, the Licensee believes that Sherwood Property does not contain sufficient parking spaces to accommodate its tenants, employees, customers, guests and invitees ("Invitees") who will travel by automobile to the Sherwood Property; and

WHEREAS, Licensor has agreed to grant a revocable license to Licensee to enable Licensee and its Invitees to park automobiles on portions of the parking lot owned and maintained by Licensor as part of the McComas Property, on the terms and conditions set forth herein.

NOW THEREFORE WITNESSETH, for no consideration but that of neighborly goodwill, the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Licensor and Licensee do hereby agree as follows:

ARTICLE I DEFINITIONS

"Business Hours" means and refers to Monday through Friday from the hours of 8 a.m. to 7 p.m.

"Invitees" means and refers to tenants, employees, customers, guests and invitees of Licensee coming to Sherwood Property, who will lawfully enter Sherwood Property for work, services, or any other reason.

"License" means and refers to the license granted by Licensor to Licensee in Sections 1 and 2 of Article II of this License Agreement.

"Non-Business Hours" means and refers to all other times except Business Hours.

"Parking Areas" means and refers to those shaded areas of land located on Licensor's Property designated for parking, shaded on the approximate property sketch, a copy of which is attached hereto and incorporated by reference herein as Exhibit A.

ARTICLE II GRANT OF LICENSE

Section 1. **Parking License.** Licensor hereby grants a non-exclusive revocable license over and on the Parking Areas during Business Hours for the purpose of enabling the Licensee, its

Patrons, including employees, to park motor vehicles on the Parking Areas on the terms and conditions set forth herein below.

Section 2. Unavailability of Parking Areas. Notwithstanding the designation on Exhibit A of the Parking Areas, Licensor shall have the right, at any time that this License remains in effect, to temporarily suspend the use of the Parking Areas if reasonably required for exclusive use, for maintenance or for construction purposes, on either a temporary or permanent basis with reasonable notice to Licensee.

ARTICLE III LICENSE TERMS AND CONDITIONS

Section 1. Licensee or its tenants shall not designate, restrict, block off, or place any signage or traffic control devices on the Parking Area and its surrounding areas. Licensor assumes no responsibility, and shall not be held liable, for any damage or loss to any vehicles parked in the Parking Areas or to any personal property located therein, or for any injury sustained by any person in or about the Parking Areas.

Section 2. The Licensee will ensure that it and its Invitees only park in the Parking Area during Business Hours.

Section 3. Licensee acknowledges that Licensor shall continue to maintain the Parking Areas as it always has. By way of example, in the event of a snowstorm, Licensor will only plow the Parking Areas in the manner that it is accustomed to and as it normally would. By way of further example only, should a snowstorm strike on any afternoon, Licensee may plow the Parking Areas provided Licensee releases, holds harmless, defends and indemnifies Licensor (including court costs and reasonable attorneys' fees) for any damage caused to the Parking Area, any accidents that might occur as a result of the plowing and/or any personal injuries suffered by anyone, which indemnification agreement shall survive any termination of this License.

Section 4. Licensee shall provide insurance certificates to Licensor confirming Licensee has obtained general liability insurance coverage and property insurance coverage in an amount and from an insurance company satisfactory to Licensor for all of its Invitees who park in the Parking Areas at the request of Licensor but not less than annually. Such insurance shall name Licensor as additional insureds. Licensee hereby agrees to release, hold harmless, defend and indemnify the Licensor as owners of the Parking Areas from any and all actions, claims, and demands whatsoever (including court costs and reasonable attorneys' fees) resulting from: a) any property damage, injury or death that any Patron or employee suffers while entering the Parking Areas, parking vehicles, exiting vehicles or walking across the Parking Areas or the lands owned by the Licensor, b) Licensee's breach or failure to perform all obligations on its part to be performed hereunder, or c) otherwise arising out of or relating to this License Agreement. This indemnification by Licensee shall survive the termination or expiration of this License Agreement.

ARTICLE IV TERMINATION OF LICENSE

Section 1. Either Party may cancel the License at any time on thirty (30) days written notice to the other Party.

Section 2. The Licensor and Licensee agree that the Licensor is providing this License as an accommodation to the Licensee and that the Licensor is subject to other agreements which regulate how the Parking Areas are to be used and who may use them. The parties agree to ensure that the terms of the License Agreement are strictly adhered to by all parties. Further, the Licensee understands and agrees that the Licensor may be required to modify or change the terms of this License Agreement so that it complies with such other agreements regarding the Parking Areas and the circumstances under which they can be used. Based on the foregoing, the parties agree that the Licensor would not have entered into this License Agreement unless the Licensor had the

right to revoke this License Agreement at any time for any reason, including, but not limited to any breach by Licensee of its obligations under this License Agreement. Accordingly, the Licensee acknowledges, agrees, and covenants that, notwithstanding anything to the contrary set forth herein, the Licensor have the absolute right to revoke this License Agreement in the event of Licensee's default hereunder, or at will and at any time in the exercise of their sole and absolute discretion for any reason whatsoever. Subject to the following provisions, such termination shall be effective upon the Licensor giving at least thirty (30) days prior written notice to Licensee of such termination or revocation.

Section 3. In the event of Licensee's breach or default of any obligations on its part to be performed under this License Agreement, Licensor shall be entitled to pursue all legal and equitable remedies including the right to seek specific performance or an injunction, and/or a suit for damages, and in that regard, Licensee hereby agrees to pay to Licensor any and all damages suffered or incurred by Licensor due to or in connection with any default by Licensee of its obligation under this License Agreement. Licensee further agrees to pay to Licensor all costs and expenses Licensor may suffer or incur in enforcing Licensee's obligations under this License Agreement, including all court costs and reasonable attorneys' fees. The election of any one or more remedies by the Licensor shall not constitute waiver of the right to pursue other available remedies at any time or cumulatively from time to time.

ARTICLE V GENERAL

Section 1. The termination or revocation of this License may be confirmed by the recordation in the Land Records of a written instrument executed by either the Licensor or the Licensee. Upon Licensor's request, Licensee hereby agrees to join in any such recording, and in the event of Licensee's failure to do so within two (2) business days of Licensor's request therefor,

Licensee appoints Licensor as Licensee's attorney-in-fact to execute any such document for Licensee, which appointment is irrevocable by Licensee and deemed to be coupled with an interest.

Section 2. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights and License herein created are private and for the benefit only of the parties hereto, it being agreed that there are no third-party beneficiaries of this License Agreement. The parties shall, from time to time, execute and deliver such instruments of further assurances or confirmation, as may be reasonably necessary to perfect, complete and confirm the license or other obligations created herein; provided, however that the same shall be at no cost or expense to the non-requesting party. This License Agreement contains the final and entire agreement between the parties related to the granting of the Licenses. All prior negotiations between the parties are merged in this License Agreement, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between them other than as herein set forth. Any subsequent amendment to this License Agreement shall be valid only if executed in writing by the parties hereto. As used in this License Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The provisions of this License Agreement shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated. Any notice or other communication or document to be provided hereunder to a party hereto (a) shall be in writing, (b) shall be sent (i) as certified or registered mail in the United States mails, postage prepaid, return receipt requested, (ii) by receipted hand delivery or receipted overnight delivery, to the address of such person which is set forth in the preamble section of this License Agreement, or (iii) via e-mail to Licensee at absherwood@yahoo.com or Licensor at howardk@mccomasfuneralhome.com or to such other address as such person may designate form

time to time by notice to the other. In the event of a breach of this License Agreement, the non-defaulting party shall be entitled to recover all legal fees and court costs incurred as a result of the said breach from the defaulting party.

Section 3. This License Agreement is personal to the Licensee and shall not be assigned without Licensor's prior written consent.

Section 4. Nothing contained in this License Agreement shall be deemed to create a joint venture or partnership between Licensor and Licensee, and any intention to create such a relationship is hereby expressly disclaimed. Moreover, nothing contained in this License Agreement is intended to confer a benefit upon any party other than the Licensor and Licensee.

Section 5. Any taxes or fees required to be paid in connection with the recordation of this License Agreement shall be paid solely by Licensee:

Howard K. McComas, IV

Licensee

Holly K. McComas
Licensors