

TOWN OF BEL AIR

DEPARTMENTS OF PLANNING AND PUBLIC WORKS
705 E. CHURCHVILLE ROAD
BEL AIR, MARYLAND 21014
www.belairmd.org

PLANNING [410] 879-9500
PUBLIC WORKS [410] 879-9507
FAX: [410] 838-0775

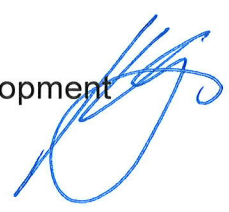
BOARD OF COMMISSIONERS

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DIRECTOR OF PLANNING
Kevin L. Small
DIRECTOR OF PUBLIC WORKS
Stephen D. Kline

MEMORANDUM

TO: Bel Air Board of Appeals
Elizabeth Thompson, Town Counsel
Edward Hopkins, Town Administrator
Syed Waqar Shah, Deputy Director
Joseph Snee, Applicant Attorney
Frankel Properties LLC
Barry Greenberg, Attorney
MacPhail Crossing LLC

FROM: Kevin Small, Director of Planning & Community Development 

DATE: October 14, 2025

SUBJECT: Notice of Violation – July 28, 2025
Tuesday, October 21, 2025 at Town Hall, 39 N Hickory Avenue

Background

- MacPhail Crossing was annexed by Charter Resolution 78 into the Town of Bel Air on March 23, 1989, and amended by Charter Resolution 92 on January 4, 1994.
- This property was developed as a commercial subdivision in June of 1994 by creating seven (7) lots of record identified on liber 77, folio 104. This subdivision has changed over the years with the current plat 91/92 reflecting the existing condition of three (3) parcels identified as Lots A, E, & D on the 1997 document.
- The development transitioned over the years from a proposed industrial park into

a commercial development with two uses located on Lots A and E consisting of a 60,000 square foot grocery store and a 30,000 square foot toy store. The most recent version of this development is reflected in plans and approvals outlined below:

- Site Plan approval dated May 20, 1994.
- Approval letters for subdivision plan, site plan, signage, and conditional use dated 6/3/1994 and 6/21/1994 and 8/4/1995. The subdivision plan was amended on July 23, 1997, with minor adjustments.
- This approval was subject of an appeal to the Court of Special Appeals which denied the request in 1995.
- Lot D was later approved for a parking waiver and as a 6,590 square foot Medical Office use in 1997
 - Partial waiver of parking requirements (reduction of 25 of 66 required spaces) dated July 25, 1997.
 - Site Plan approval dated August 7, 1997.
- The commercial retail uses on Lots A and E were subsequently revised in 1997 to be a Special Development approved for a sporting goods store and expansion of the overall floor area by 1,704 square feet.
- The Medical Office then applied for an expansion of 1,100 square feet and expanded the parking provided on Lot D by 14 spaces.

Explanation

Until the summer of 2024, the commercial development has consisted of three uses and approved as a Conditional Use because each building was over 7,500 square feet. These uses included a grocery store, a sporting goods store and a medical office building. MacPhail Crossing LLC then applied for building permits to split the recently vacated sporting goods store into two (2) separate businesses consisting of a retail tool store and medical offices.

The change brought the overall project to four uses (Patient First, Weis Market, Harbor Freight & Harford Primary Care) totaling 116,863 square feet which under the Town Code constitutes a Shopping Center. The arrangement of the buildings, parking and other improvements is shown on the exhibit attached to the notice of violation. A Shopping Center is required to receive Special Development approval from the Bel Air

Planning Commission which identifies several specific performance standards as part of the review and approval process.

Lot D is a separate subdivided lot; however, it shares many elements with other properties as part of an overall scheme of development:

- Parking for both Weis Markets and the Patient First establishments is shared between Lot D and Lot A/E. This is memorialized in an easement agreement dated March 25, 1996, with an exhibit recorded as Plat 87/55.
- This document also includes the privilege of passage for both pedestrians and vehicles among all parcels.
- The agreement gives all parcels the right to use, maintain, and repair utilities such as telephone, gas, electric, cable, sanitary sewer, and other utilities.
- An easement for the installation and maintenance of a freestanding sign on Lot D is also provided in the agreement.
- The same agreement described above also outlines cross-easement rights for Storm Water Management and all common areas are integrated for the entire center through a shared facility.

The above-described easement agreement was modified on August 18, 1997, and April 14, 1998. These amendments were done without the required consent of the Town of Bel Air.

Prior to 1997, a shopping center was vaguely defined as a development with unified site design, architecture and uses. A Shopping Center is currently defined in the Bel Air Development Regulations as the following:

SHOPPING CENTER

A group or assemblage of four or more retail trade and service uses exceeding 20,000 square feet in aggregate developed under a uniform plan or scheme of development and serviced by common, integral utilities, access, circulation, and parking facilities.

- *The total floor area of the development is 116,863 square feet as provided in the recent application by Kimley Horn which exceeds 20,000 square feet.*
- *Harbor Freight, Harford Primary Care, Weis Market & Patient First constitute four retail or service uses.*
- *MacPhail Crossing is developed under a uniform scheme of development sharing SWM, utilities, parking, access and signage.*

Based on the information outlined above, the Zoning Administrator has interpreted the development as it exists today is in violation of the code and the discrepancy identified must be corrected or be subject to additional enforcement actions.

Without the approval of a Shopping Center use, the development is in violation of several other sections of Town code:

- An existing directory sign advertising businesses on all of the lots within the center is located on Lot D. Without a Shopping Center approval, the sign constitutes a billboard which is prohibited.
- The property lines between Commercial parking lots must have a required buffer of three (3) feet. This violation occurs between Lots D and E as shown on the exhibit attached to the notice of violation.

MacPhail Crossing LLC submitted the required application, plans and other documentation to process this change of use through the Town Department of Planning & Community Development and the Planning Commission to receive the requisite Special Development approval for a Shopping Center. However, all property owners must either sign the application or provide a written owner authorization to allow the project to move forward for review. To date, this authorization has not been received by the Town from the owner of Parcel 268, Lot D located at 560 MacPhail Road (Frankel Properties LLC), which means the development cannot proceed through the review process and is in violation of the Town code as related to its defined use as a Shopping Center.

Attachments

Charter Resolution 78
Charter Resolution 92
Plat 77/104
Plat 91/92
1994 Site, Subdivision, Conditional Use & signage approvals
Preliminary Plan for MacPhail Crossing
Petition and Decision of Judicial Review for MacPhail Crossing
Easement Agreement and subsequent revisions
1997 Site Plan & Parking Waiver approval for Patient First
Site Plan for Patient First
2003 Site Plan Revision approval
Revised Site Plan for Patient First
Letter of violation with exhibit – 7/28/2025
Letter regarding Frankel properties – 5/14/2025
Post Development Agreement – 5-14-2025
Application for appeal of Zoning Violation – 8/18/2025
TOBA letter to applicant – 8/20/2025



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August 20, 2025

Mr. Joseph F. Snee, Jr.
Snee, Lutche & Helmlinger, P.A.
112 S. Main Street
Bel Air, MD 21014

Re: MacPhail Crossing – Frankel Properties

Dear Mr. Snee:

It has become clear that communication between the property owners, their representatives and the Town has not been as clear as we would have desired. The Town of Bel Air identified MacPhail Crossing as a Shopping Center (as defined in Town code) once the former Dicks Sports was subdivided into two uses. This action requires an approval by the Planning Commission, which is why MacPhail Crossing, LLC submitted an application to the Town on February 6, 2025.

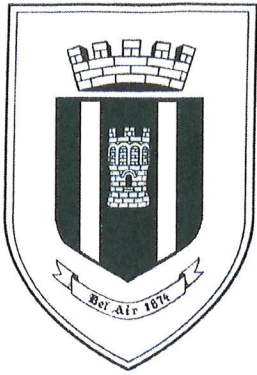
However, this submission needs your client's signature on the application or on the attached Owner's Authorization form. This signature provides the Town assurance that all owners within the project area are aware of the proposal and consent to its submission. It is our understanding that MacPhail Crossing, LLC will pay for all processing fees, consultant fees and the costs of any improvements which are proposed and/or required. There is no obligation on your client's part except to provide the signature and allow the Town to process the submission for Planning Commission review. Your client will also need to execute a Development Agreement which incorporates substantially all the common elements and easements that have already been granted in the declarations over the years between the parties. You may talk with our Town Attorney to verify the contents of this letter if you like. Should have any questions, feel free to contact me by calling 410-638-4540 or by email, ksmall@belairmd.org.

Sincerely,



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

cc: Elizabeth Thompson, Town Counsel
Barry Greenberg, Esquire



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July 28, 2025

NOTICE OF VIOLATION

Frankel Properties LLC
PO BOX 1850
Cockeysville, MD 21030-0000

MacPhail Crossing LLC
c/o RVG Development
1000 N Front Street, Ste. 500
Wormleysburg, PA 17043-1034

RE: MacPhail Crossing - Bel Air
540, 542, 550 & 560 MacPhail Road

To Whom it May Concern:

MacPhail Crossing recently occupied the former Dick's Sporting Goods tenant space with two separate uses identified as Shoppers Merchandise (Harbor Freight) and Medical Services (Harford Primary Care). These additions brought the overall project to four establishments (Patient First, Weis Market, Harbor Freight & Harford Primary Care) totaling 116,863 square feet which under the Town code constitutes a Shopping Center. The arrangement of the buildings, parking and other improvements is shown on Exhibit A. A Shopping Center is required to receive Special Development approval from the Bel Air Planning Commission which identifies several specific performance standards as part of the review and approval process.

MacPhail Crossing LLC submitted the required application, plans and other documentation to process this change of use through the Town Department of Planning & Community Development Department and the Planning Commission to receive the requisite Special Development approval. However, all property owners must either sign the application or provide owner authorization to allow the project to move forward for review. To date, this authorization has not been received by the Town from the owner of Parcel 268, Lot D located at 560 MacPhail Road (Frankel Properties LLC), which

means the development cannot proceed through the review process and is in violation of the Town code as related to its defined use as a Shopping Center.

Lot D is a separate subdivided lot; however, it shares many elements with other properties as part of an overall scheme of development:

- Storm Water Management is shared for the entire center through a facility located on Lot A
- Vehicular access to the development from MacPhail Road and from Atwood Road through Lot A and Lot E
- Parking for both Weis Markets and the Patient First establishments is shared between Lot D and Lot E.

These shared common elements have been memorialized by the property owners in recorded covenants and agreements. A Shopping Center is defined in the Bel Air Development Regulations as the following:

SHOPPING CENTER

A group or assemblage of four or more retail trade and service uses exceeding 20,000 square feet in aggregate developed under a uniform plan or scheme of development and serviced by common, integral utilities, access, circulation, and parking facilities.

Based on the information outlined above, the Zoning Administrator has interpreted the development as it exists today is in violation of the code and the discrepancy identified must be corrected or be subject to enforcement actions. The interpretation of the Zoning Administrator has not been appealed and is now final.

Without the approval of a Shopping Center use, the development is in violation of several other sections of Town code:

- An existing directory sign advertising businesses on all of the lots within the center is located on Lot D. Without a Shopping Center approval, the sign constitutes a billboard which is prohibited.
- The property lines between Commercial parking lots must have a required buffer of three (3) feet. This violation occurs between Lots D and E as shown on the attached Exhibit A.

SECTION 165-110 Prohibited Signs

The following signs are prohibited in all zoning districts and shall be removed immediately in accordance with this Part 3:

- A.** *Billboards, a permanent sign including but not limited to all signage advertising products or services not located on the site upon which the sign is placed.*

SECTION 165-59A(2) Table 165-59.I Minimum Planting Requirements

Nonresidential parking abutting a commercial use requires a 3 feet buffer width as shown on Table 165-59.I (attached).

You have 15 calendar days from the date of this letter to correct the violations as outlined above. If the violation is not corrected, the property owner shall be subject to a fine of not more than \$400 for each offense, in accordance with Chapter 1, Article II, § 1-10, of the Town Code. Each day of a continuing violation shall be considered a separate municipal infraction. Other enforcement actions may be taken as well. This decision by the Zoning Administrator may be appealed to the Board of Appeals in accordance with Article XII of the Town of Bel Air Development Regulations. Should you have questions, please contact the Department of Planning at 410-638-4540 or email at planning@belairmd.org.

Sincerely,



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

cc Edward Hopkins, Town Administrator
Waqar Shah, Deputy Director of Planning & Community Development
Elizabeth Thompson, Town Counsel
Laura Bianca-Pruett, Planner II

Attachments:

Exhibit A
Table 165-59.I

Chapter 165. Comprehensive Plan and Development Regulations

Part 2. Zoning

Article VIII. Landscaping Standards

§ 165-59. Minimum planting requirements.

[Amended 4-3-2017 by Ord. No. 780-17]

A. Perimeter buffer.

- (1) Planting for all required buffers is based upon the application of a standardized planting unit (PU) along the length of mandatory perimeter screening area. The required planting is based on dividing the length of required buffer by the number of planting units per linear foot or fraction thereof. Table 165-59.I, below, provides the number of planting units per linear foot.
- (2) Planting unit is equal to the following tree or shrub types or a combination thereof:
[Amended 4-2-2018 by Ord. No. 783-18; amended 11-1-2021 by Ord. No. 806-21; 10-16-2023 by Ord. No. 817-23]

- 1 Major deciduous tree
- 2 Minor deciduous trees
- 2 Evergreen trees
- 10 Shrubs

Table 165-59.I			
Use	Use	Buffer Width (feet)	Buffer type
Multifamily, town-house or institutional use	Single family	10	1 pu/25 LF (1 pu/50 LF w/ 6-foot fence, wall, berm)
Recreation	Residential	10	1 pu/15 LF
Residential (rear or side yard)	Collector/arterial right-of-way	20	1 pu/10 LF
Commercial	Residential	10	1 pu/10 LF
Nonresidential parking	Residential	10	1 pu/10 LF
Industrial (heavy)	Residential	25	1 pu/5 LF
Industrial (light)	Residential	15	1 pu/7.5 LF

Table 165-59.I			
Use	Use	Buffer Width (feet)	Buffer type
Parking	Residential	10	1 pu/10 LF (1 pu/20 LF w/6-foot fence, wall or berm)
Nonresidential parking	Right-of-way	3	1 pu/25 LF
Residential parking	Right-of-way	5	1 pu/25 LF
Nonresidential parking	Commercial	3	No buffer required

- (3) The Planning Commission may approve a lesser buffer width or screening requirement based upon mitigating factors such as walls, fencing, elevation change or existing vegetation. [Amended 10-16-2023 by Ord. No. 817-23]
- (4) Buffer widths may be expanded and buffer planting may be increased if required by performance standards in Article VIII, the zoning district in Article III or by determination of the Planning Commission based upon site conditions, intensity of proposed use or impact to adjacent uses.
- (5) Spacing shall be based on the selected species or the conditions at the site.
- (6) Commercial, industrial, institutional, multifamily residential uses shall provide screening in the form of landscaping and fencing around any proposed utility, storage or service areas and refuse/recycling areas.
- (7) The location, size, species, design, method of installation and planting area must meet requirements set forth in the Town Landscape Manual.

B. Parking lot interior landscape.

- (1) "Parking lot interior" is defined as the area located within the outside edge of all paving area used for parking and vehicular access.
- (2) Interior parking lot landscape is required for all development containing more than five spaces. Landscape area shall equal or exceed 8% of the interior area.
- (3) One major deciduous tree shall be provided for every 10 parking spaces. Any fraction of spaces below five may be disregarded.
- (4) The location, size, species, design, method of installation and planting area must meet requirements set forth in the Town Landscaping Manual.



JOSEPH F. SNEE, JR.
STEPHEN W. LUTCHE
COLLEEN FERG HELMLINGER (Retired)
JUSTIN D. DEMICHAEL

112 SOUTH MAIN STREET
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May 14, 2025

VIA E-MAIL ONLY: (ethompson@starkandkeenan.com)

Elizabeth Thompson, Esquire
Stark & Keenan
30 Office Street
Bel Air, MD 21014

VIA E-MAIL ONLY: (bgreenberg@rosenbergmartin.com)

Barry Greenberg, Esquire
Rosenberg Martin Greenberg, LLP
25 South Charles Street, 21st Floor
Baltimore, MD 21201

Re: Frankel Properties
OFN: 55448.400846

Dear Liz and Barry:

As you are aware, this firm represents Frankel Properties, LLC (“Frankel”). Frankel is the sole owner of the freestanding Patient First facility located at 560 West MacPhail Road (the “Frankel Parcel”). MacPhail Crossing, LLC (“MacPhail”) owns the adjoining parcels known as 540 and 550 W. MacPhail Road (“MacPhail Crossing”). Frankel holds no ownership, financial or otherwise, in MacPhail. Conversely, MacPhail holds no ownership, financial or otherwise, in Frankel.

Kevin Small, the Planning Director for the Town of Bel Air (the “Town”), has taken the position that the future occupancy by two new tenants of MacPhail Crossing, namely Harbor Freight (“Harbor”) and University of Maryland Medical System Harford County Primary Care (“UM”), to be co-located in the former Dick’s Sporting Goods space, creates a “Shopping Center” use (the “Shopping Center”), under the Town of Bel Air Comprehensive Plan and Development Regulations code (the “Code”).

Elizabeth Thompson, Esquire
Barry Greenberg, Esquire
May 14, 2025
Page 2 of 4

Kevin Small's "Shopping Center" analysis was prompted by the application submitted to the Bel Air Planning Commission by MacPhail on February 6, 2025 (the "**Application**"). The Application requested "Special Development approval for a 'Shopping Center'" for the property owners identified as "MacPhail Crossing LLC (540, 550 W. MacPhail); Frankel Properties LLC (560 W. MacPhail)". The Application was filed for the following reasons:

*Applicant is installing a demising wall in the former Dick's Sporting Goods store space that will divide the existing multi-tenant commercial building into three separate tenant spaces where there are currently only two. When applying for the necessary permits, Applicant was informed this property would now be viewed as a four tenant shopping center that includes the freestanding Patient First building **that is separately owned**. As there are now four proposed tenant spaces, Applicant was informed that special development approval is required for a Shopping Center.... [emphasis added].*

The Application was the subject of an e-mail chain beginning February 4, 2025, from Adam M. Rosenblatt ("**Rosenblatt**") to David H. Karceski ("**Karceski**") and Daniel Quasney ("**Quasney**"), wherein Rosenblatt attached a series of documents for Quasney's review – all related to the "Shopping Center". By e-mail from Quasney to Rosenblatt and Karceski, also on February 4, 2025, Quasney indicated that "Mr. Frankel is not inclined to participate in the proposed special development application." Quasney's e-mail went into further detail explaining the reasons for Mr. Frankel's non-participation, i.e. Mr. Frankel was only aware of the proposed Harbor tenancy and not the UM tenancy. The e-mail chain ended on February 19, 2025, when Karceski e-mailed Quasney with attached correspondence in the form of a letter signed by Mr. Mark Shaver of the University of Maryland Upper Chesapeake Health. Mr. Shaver's letter focused on exclusivity issues and not shopping center issues.

As reflected above, Karceski filed the application on February 6, 2025, on behalf of **BOTH** MacPhail and Frankel. **Frankel did not authorize Karceski to include Frankel in the Application as evidenced by the e-mail chain.** In the e-mail exchange, Karceski and Rosenblatt never requested Frankel to execute the Application. Karceski and Rosenblatt never requested Frankel to execute the form Town of Bel Air Owner's Authorization. In fact, Frankel never executed the Application nor the Owner's Authorization. Frankel was asked to participate in the process. Frankel declined. **Stated succinctly, Frankel was involuntarily made a party to the Application without its permission.**

Upon receipt of this letter, **please identify the individual who included Frankel in the Application process without Frankel's consent.** Since Frankel was named in the Application without consent, Frankel never received the requisite notices as an adjacent property owner during the Application process. The Application is and always has been an *ultra vires* act.

SHOPPING CENTER ANALYSIS

A. Code Provisions.

Pursuant to Section 165-104 of the Code, a “Shopping Center” is defined as follows:

A group or assemblage of four or more retail trade and service uses exceeding 20,000 square feet in aggregate developed under a uniform plan or scheme of development and serviced by common, integral utilities, access, circulation, and parking facilities.

It appears that the “Shopping Center” provisions of the Code were first adopted in 2010.

Assuming a Shopping Center use, the Code requires a Development Agreement. Section 165-153(H)(2)(d)(h) reads as follows:

The owners of all lots shall execute a recorded Development Agreement with the Town providing that all owners acknowledge and agree to be bound by these performance standards as an overall scheme of development, outlining all shared elements, granting reciprocal easements to permit each owner to access any other owner's lot or parcel of land for the purposes of compliance with the Town Code and for either remediating any zoning violation or to comply with the Town Code for the purposes of any approvals sought by any of the owners of the lot and agreeing that the Town shall permit enforcement of any portion of the Town Code upon one or more owners of any lot or parcel of land contained with the Shopping Center scheme of development. (emphasis added).

B. Application of Code Provisions.

MacPhail proposes a total of three (3) tenants, namely: Weis Markets, Harbor and UM. Patient First is not and cannot be included in the tenant mix. MacPhail is not a Shopping Center with only three (3) tenants.

C. The Development History.

Frankel developed Patient First on Frankel’s own lot, separately titled in the name of Frankel Properties, LLC, approximately thirty years ago. In fact, the use and occupancy permit for Patient First was issued by the Town of Bel Air on November 30, 1998.

Martin’s and The Sports Authority received use and occupancy permits on July 13, 1997 and October 23, 1997, respectively. Martin’s was replaced by Weis which was issued its use and occupancy permit on March 29, 2007. The Sports Authority was replaced by Dick’s Sporting Goods which was issued its use and occupancy permit on October 14, 1999.

Elizabeth Thompson, Esquire
Barry Greenberg, Esquire
May 14, 2025
Page 4 of 4

The "Shopping Center" use did not exist in the early 1990s. The Town is now attempting to apply a 2010 Shopping Center use based on an Application that included Frankel. Frankel has not, is not and will not be a tenant in a Shopping Center. If Weis is joined by Harbor and UM, the total tenancy is three (3) - and not the requisite four (4) - to trigger the 2010 Shopping Center definition.

CONCLUSION

Patient First was developed by Frankel in the 1990s resulting in a use and occupancy permit issued by the Town of Bel Air on November 30, 1998. Patient First was developed as a stand-alone pad site. Patient First was not developed with the intention of being part of a Shopping Center. The Shopping Center Code Section was not put on the books until 2010. Frankel cannot be compelled to become part of a Shopping Center under the Code.

With kindest regards I am,

Sincerely,



Joseph F. Snee, Jr.
jsnee@slhpa.com

04.21820

CC: Robert Frankel (via e-mail)
Linda McArthur (via e-mail)

POST-DEVELOPMENT AGREEMENT

THIS POST-DEVELOPMENT AGREEMENT(this “Agreement”), made this 11 day of May, 2025, by and between **MACPHAIL CROSSING LLC**, a Maryland limited liability company, its successors and assigns (hereinafter “MacPhail”) and **TOWN OF BEL AIR**, a body corporate and politic of the State of Maryland, its successors and assigns (hereinafter referred to as “the Town”), and **HARBOR FREIGHT TOOLS USA, INC.** a Delaware corporation, its successors and assigns (hereinafter “Harbor Freight”).

RECITALS

WHEREAS, MacPhail is the fee simple owner of Lots A and E as shown on a plat entitled, “Third Resubdivision of Lot ‘A’ Belair Land Development VIII Limited Partnership” (hereinafter the “Plat”), which is recorded among the Land Records of Harford County at Plat Book No. 91, folio 92, the improvements thereon respectively known as 540 and 550 W. MacPhail Road, Bel Air, Maryland 21014 (the “MacPhail Property”).

Frankel Properties, LLC (“Frankel”) is the fee simple owner of Lot D as shown on the Plat, the improvements thereon commonly known as 560 W. MacPhail Road, Bel Air, Maryland 21014 (the “Frankel Property”).

The lots or parcels of land identified herein are collectively and commonly known as Macphail Crossing, which are required to be approved as a Shopping Center under the Town of Bel Air, MD Code and operates as a common scheme of development.

WHEREAS, MacPhail applied for and received a building permit (#13180) to install a demising wall within the existing building located on the MacPhail Property that will create two distinct tenant spaces (the “New Tenant Spaces”); and

WHEREAS, the division of the existing building into two distinct tenant spaces creates a total of four retail trade and service uses at MacPhail Crossing exceeding 20,000 square feet in aggregate and sharing a common scheme of development; and

WHEREAS, under the current version of the Town of Bel Air, MD Code §165-104, 165-53(H)(2)(d) and 165-94, MacPhail Crossing is required to seek and obtaining Planning Commission Special Development approval as a Shopping Center (“the PC Approval”);

WHEREAS, upon receipt of the PC Approval, MacPhail and Frankel are required to execute, pursuant to Town of Bel Air, MD Code § 165-53(H)(2)(d)[1][h], a Development Agreement acknowledging that the properties owned by MacPhail and Frankel constitute a Shopping Center operating as a common scheme of development; and

WHEREAS, MacPhail has submitted an application to the Planning Commission to seek the PC Approval, however, due to circumstances beyond its control, Frankel has failed and refused to execute the application or authorization for MacPhail to seek the PC Approval on its behalf; and

WHEREAS, MacPhail has asked the Town to issue Use and Occupancy Permits with respect to the New Tenant Spaces and the Town has agreed to do so subject to the terms and conditions of this Agreement, notwithstanding the Town’s determination that a zoning violation exists with respect to MacPhail Crossing.

NOW, THEREFORE, WITNESSETH: that in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. The above Recitals are hereby incorporated by reference as if fully stated herein.
2. Subject to the terms of Paragraph 4 below, the Town has agreed to issue a permanent Use and Occupancy Permit to the University of Maryland Upper Chesapeake Health System, Inc., which will occupy one of the New Tenant Spaces (the “UPC Permit”).

3. Subject to the terms of Paragraph 4 below, the Town has agreed to issue an indefinite temporary Use and Occupancy Permit to Harbor Freight, which will occupy one of the New Tenant Spaces (the "Harbor Freight Permit.").

4. The Town's agreement to issue the UPC Permit and the Harbor Freight Permit is subject to the following terms and conditions:

- a. MacPhail acknowledges and agrees that, as a result of its failure to obtain the PC Approval and execute a Development Agreement as required by the Town of Bel Air, MD Code § 165-53(H)(2)(d)[1][h], the use of the MacPhail Property pursuant to the UPC Permit and the Harbor Freight Permit is non-conforming.
- b. MacPhail acknowledges and agrees for itself with respect to the MacPhail Property, that it will not dispute or challenge the Town Zoning Administrator's interpretation that MacPhail Crossing is deemed to be a Shopping Center and requires the PC Approval, subject to the requirements of the Town Code.
- c. MacPhail agrees that it shall pay a monthly fee of Two Hundred Dollars (\$200) in connection with the ongoing maintenance of the temporary Harbor Freight Permit, which may be paid on a monthly, semi-annual or annual basis. MacPhail acknowledges that the failure to pay such fee may result in a revocation of the Harbor Freight Permit; provided, however, that the Town agrees to provide notice to MacPhail and Harbor Freight of the non-payment of fees and a ten (10) day cure period before revocation of the Harbor Freight Permit and the Town agrees to accept such payment by Harbor Freight on MacPhail's behalf as if such cure was effectuated by MacPhail.

- d. Other than as a result of the failure of Frankel to execute the application or authorization to seek the PC Approval and, upon Planning Commission approval, a Development Agreement as required by the Town, MacPhail shall take all necessary action to cause the MacPhail Property to comply with any provision of the Town of Bel Air, MD Code and/or any violation notice issued by the Town.
- e. MacPhail and Harbor Freight agrees to release, indemnify and hold harmless the Town as to claims resulting from the Harbor Freight Permit not being renewed or the Harbor Freight Permit being revoked due to the acts of Harbor Freight or MacPhail in violation of the Town Code or this Agreement, other than as a result of Frankel's failure to execute the application and/or authorization to seek the PC Approval and execute the Development Agreement required by the Town.
- f. In the event, Frankel executes the application filed by MacPhail with the Town or an authorization granting MacPhail the authority to file the application on its behalf, MacPhail shall, within two (2) months of the receipt of Frankel's application or authorization, by the Town, prosecute and pursue the PC Approval, including, but not limited to, completion of any requirements for the submission of the application to the Planning Commission, presentation and attendance at the Planning Commission hearing and complying with any and all requirements of the PC Approval. Failure of MacPhail to abide by this requirement will result in an immediate revocation of the Harbor Freight Permit.

g. Notwithstanding the Town's agreement to issue the UPC Permit and the Harbor Freight Permit, MacPhail acknowledges that the Town intends to issue Notices of Violation to MacPhail, Harbor Freight and Frankel due to the failure of Frankel to obtain PC Approval for a Shopping Center and to execute the Development Agreement required by the Town, but the Town will take no action to terminate or otherwise limit the Harbor Freight Permit unless another breach of this agreement by MacPhail occurs.

5. This Agreement shall terminate and be of no further force and effect upon MacPhail obtaining the PC Approval and recordation of a fully executed Development Agreement by MacPhail and Frankel, in the form substantially attached hereto as Exhibit A.

6. Any notice to be given to or to be served upon any party hereto in connection with this Agreement must be in writing, may be given by (i) certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mails, (ii) a nationally recognized overnight delivery service (e.g. federal express), (iii) hand delivery against receipt, or (iv) by verifiable facsimile or email transmission; and if given otherwise then by one of the methods described above, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses (or to such other addresses as shall be provided by a party in a written notice to the other given in compliance with this Paragraph):

If to MacPhail Crossing, LLC:

MACPHAIL CROSSING, LLC
c/o J.C. Bar Properties, Inc.
224 Saint Charles Way, Suite 290
York, PA 17402
Attn: Robert V. Gothier, JR.

With a copy to:

Barry C. Greenberg, Esquire
Rosenberg Martin Greenberg, LLP
25 South Charles Street, 21st Floor
Baltimore, Maryland 21201
bgreenberg@rosenbergmartin.com

If to Harbor Freight Tools USA, Inc.:

HARBOR FREIGHT TOOLS USA, INC.
26677 Agoura Road
Calabasas, CA 91302
Attn: SVP – Real Estate, Construction & Facilities

With a copy to:

HARBOR FREIGHT TOOLS USA, INC.
26677 Agoura Road
Calabasas, CA 91302
Attn: General Counsel

If to the Town of Bel Air:

Harry E. Hopkins, III
Town Administrator
39 North Hickory Avenue
Bel Air, Maryland 21014
ehopkins@belairmd.org

And

Kevin L. Small, Director
Town of Bel Air Department of Planning and Community Development
207 E. Churchville Road
Bel Air, Maryland 21014
ksmall@belairmd.org

With a copy to:

Elizabeth H. Thompson, Esquire
Stark and Keenan, P.A.
Town Counsel
30 Office Street
Bel Air, Maryland 21014
ethompson@starkandkeenan.com

7. This Agreement shall run with and bind the land of the respective owner of the properties described herein in perpetuity, and their successors and assigns, and, at the election of any party hereto, this Agreement may be recorded in the Land Records of Harford County, Maryland.

8. The parties hereby agree that, except with respect to the failure of Frankel to cooperate with the seeking the PC Approval and execute the Development Agreement as required by the Town, nothing contained in this Agreement shall act as a waiver of any right of the Town to enforce any provision of the Town of Bel Air, MD Code upon the Owners, the parties hereto and/or properties described herein in any manner permitted under the Town of Bel Air, MD Code or State law.

9. This Agreement shall not be revised or amended unless by a subsequent written agreement executed by all parties herein.

10. In case any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal, or unenforceable.

11. The parties hereto agree that this Agreement shall be construed under the laws of the State of Maryland and all parties hereto consent to any action being filed in the Circuit Court for Harford County, Maryland.

12. This Agreement may be executed in separate counterparts, all of which taken together shall constitute a single, original instrument. The parties agree that this Agreement that a facsimile or other electronic scan (i.e., PDF or DocuSign) of the signed Agreement or counterpart shall be as effective and have the same force and effect as the original thereof.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or agents, have executed this Agreement and affixed their respective seals hereto as of the day and year first above written.

[SIGNATURE PAGES APPEAR ON SUBSEQUENT PAGES]

WITNESS:

MACPHAIL CROSSING LLC,
a Maryland limited liability company

[Signature]

By: [Signature] (SEAL)
Name: Robert V Crohnier, Jr
Title: Managing Member

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


I hereby certify that on this 6th day of May, 2025 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert V Crohnier Jr, who acknowledged himself to be an Authorized Representative of MacPhail Crossing LLC, and that as such officer, being authorized to do so, executed the foregoing Post-Development Agreement for the purposes therein contained, by signing the name of the limited liability company, by himself as such officer and giving oath under penalties of perjury that the statements made herein are correct.

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

Commonwealth of Pennsylvania - Notary Seal
Cathy D. Painter, Notary Public
York County
My commission expires February 21, 2027
Commission number 1230681
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public
Commission Expires: 2/21/2027

WITNESS:



TOWN OF BEL AIR, MARYLAND

By:  (SEAL)
Name: Harry E. Hopkins, III.
Title: Town Administrator


STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

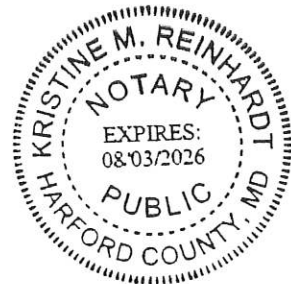
I hereby certify that on this 28th day of May, 2025 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **HARRY E. HOPKINS, III**, who acknowledged himself to be the Town Administrator of the Town of Bel Air, and that as such officer, being authorized to do so, executed the foregoing Development Agreement for the purposes therein contained, by signing the name of the limited liability company, by himself as such officer and giving oath under penalties of perjury that the statements made herein are correct.

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



Notary Public
Commission Expires: 8/3/2026

Approved as to legal sufficiency and form
this 29th day of May, 2025


Elizabeth H. Thompson, Esquire
Town Counsel
Stark and Keenan, P.A.



Approved this 27th day of May, 2025


Kevin L. Small, Director
Department of Planning and Community
Development

The undersigned executes this Agreement to acknowledge that it has reviewed and consents to the terms hereof.

WITNESS:

Heather Nadenbach
Heather Nadenbach

HARBOR FREIGHT TOOLS USA, INC.

By: *Jason Kupper* (SEAL)
Name: Jason Kupper
Title: Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 5/14/25, before me, MaryAnn Schroeder, a Notary Public, personally appeared Jason Kupper, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MaryAnn Schroeder
Signature of Notary Public

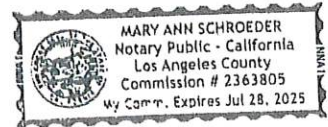


Exhibit A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made this ____ day of _____, 2024, by and among **MACPHAIL CROSSING LLC**, a Maryland limited liability company, its successors and assigns (hereinafter “Macphail”); and **FRANKEL PROPERTIES LLC**, a Maryland limited liability company, its successors and assigns (hereinafter “Frankel”) (hereinafter collectively referred to as “the Owners”) and **TOWN OF BEL AIR**, a body corporate and politic of the State of Maryland, its successors and assigns (hereinafter referred to as “the Town”).

RECITALS

WHEREAS, the Owners are the owners of several lots or parcels of land located in the **THIRD ELECTION DISTRICT OF HARFORD COUNTY**, within the municipal limits of the Town of Bel Air which are described as follows:

Macphail is the fee simple owner of Lots A and E as shown on a plat entitled, “Third Resubdivision of Lot ‘A’ Belair Land Development VIII Limited Partnership” (hereinafter the “Plat”), which is recorded among the Land Records of Harford County at Plat Book No. 91, folio 92, the improvements thereon respectively known as 540 and 550 W. Macphail Road, Bel Air, Maryland 21014.

Frankel is the fee simple owner of Lot D as shown on the Plat, the improvements thereon commonly known as 560 W. Macphail Road, Bel Air, Maryland 21014.

The lots or parcels of land identified herein are collectively and commonly known as Macphail Crossing, which will be approved as a Shopping Center under the Town of Bel Air, MD Code and operates as a common scheme of development. Pursuant to the Owners’ application for approval by the Town Planning Commission, the lots share common elements and features

required under the Town of Bel Air, MD Code, including, but not limited to, parking, access for ingress and egress, buffering, signage and stormwater management facilities.

WHEREAS, Macphail has applied for and received a building permit (#13180) to install a demising wall within the existing building located on 550 W. Macphail Road that will create two distinct tenant spaces; and

WHEREAS, the division of the existing building into two distinct tenant spaces creates a total of four retail trade and service uses at Macphail Crossing exceeding 20,000 square feet in aggregate and sharing a common scheme of development; and

WHEREAS, as a condition of approval, Owners are required to execute, pursuant to Town of Bel Air, MD Code Section 165-53(H)(2)(d)[1][h], this Development Agreement.

NOW, THEREFORE, WITNESSETH: That in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. The above Recitals are hereby incorporated by reference as if fully stated herein.
2. The Town's Department of Planning & Community Development will process the Owners' site plan pursuant to the approval conditions of the Town Planning Commission.
3. The Owners hereby acknowledge and agree to be bound by the Performance Standards set forth in the Town of Bel Air, MD Code, Section 165-53 *et seq.*, and acknowledge that the properties described herein are part of a unified scheme of development for a Shopping Center.
4. The Owners hereby acknowledge and agree that the following are shared elements in the scheme of the development:
 - a. Parking lots;
 - b. Access for ingress and egress;

- c. Buffering the shopping center uses from adjoining residential developments, including, but not limited to, fencing, trees and shrubbery;
- d. Stormwater Management Facilities located on the properties described herein and as shown on the Plat; and
- e. Signage.

5. The Owners hereby declare and grant to each other perpetual, exclusive reciprocal easements over the above-described properties to permit any owner to access any other owner's lot or parcel of land, and the improvements thereon for the purposes of complying with the Town of Bel Air, MD Code and remediating any zoning violation or to comply with the Town of Bel Air, MD Code for the purposes of compliance with any approval sought by any of the owners of the lot.

6. The Owners hereby acknowledge and agree that the Town may enforce any portion of the Town of Bel Air, MD Code upon one or more of the Owners of any lot or parcel of land contained within the Shopping Center scheme of development.

7. This Development Agreement and the benefits and burdens of the reciprocal easements created herein shall run with and bind the land of the respective owner of the properties described herein in perpetuity, and their successors and assigns, and this Development Agreement shall be recorded in the Land Records of Harford County, Maryland.

8. Nothing contained in this Development Agreement shall restrict the Owners from entering into a separate agreement amongst themselves to allocate the responsibilities, duties, liabilities, and costs associated with complying with this Development Agreement or the Town of Bel Air, MD Code.

9. The parties hereby agree that nothing contained in this Development Agreement shall act as a waiver of any right of the Town to enforce any provision of the Town of Bel Air, MD Code upon the Owners and/or properties described herein in any manner permitted under the Town of Bel Air, MD Code or State law.

10. This Development Agreement shall not be revised or amended unless by a subsequent written agreement executed by all parties herein and recorded in the Land Records of Harford County.

11. Any further subdivision of the properties shall require all Owners and the Town to enter into a new Development Agreement that complies with the Town of Bel Air, MD Code.

12. In case any provision (or any part of any provision) contained in this Development Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Development Agreement, but this Development Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal, or unenforceable.

13. The parties hereto agree that this Development Agreement shall be construed under the laws of the State of Maryland and all parties hereto consent to any action being filed in the Circuit Court for Harford County, Maryland.

14. This Development Agreement may be executed in separate counterparts, all of which taken together shall constitute a single, original instrument.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or agents, have executed this Development Agreement and affixed their respective seals hereto as of the day and year first above written.

[SIGNATURE PAGES APPEAR ON SUBSEQUENT PAGES]

WITNESS:

MACPHAIL CROSSING LLC,
a Maryland limited liability company

[Signature]

By: [Signature] (SEAL)
Name: Robert V. Gathen, Jr.
Title: Managing Member

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

I hereby certify that on this 6th day of May, 2025 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert V. Gathen, Jr., who acknowledged himself to be an Authorized Representative of Macphail Crossing LLC, and that as such officer, being authorized to do so, executed the foregoing Development Agreement for the purposes therein contained, by signing the name of the limited liability company, by himself as such officer and giving oath under penalties of perjury that the statements made herein are correct.

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

Commonwealth of Pennsylvania - Notary Seal
Cathy D. Painter, Notary Public
York County
My commission expires February 21, 2027
Commission number 1230681
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public
Commission Expires: 2/21/2027

WITNESS:

FRANKEL PROPERTIES LLC,
a Maryland Limited Liability Company

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____, COUNTY/CITY OF _____, TO WIT:

I hereby certify that on this ___ day of _____, 20__ before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, who acknowledged himself to be an Authorized Representative of Frankel Properties LLC, and that as such officer, being authorized to do so, executed the foregoing Development Agreement for the purposes therein contained, by signing the name of the limited liability company, by himself as such officer and giving oath under penalties of perjury that the statements made herein are correct.

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

Notary Public
Commission Expires: _____

WITNESS:

TOWN OF BEL AIR

By: _____ (SEAL)

Name: Harry E. Hopkins, III.

Title: Town Administrator

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I hereby certify that on this ____ day of _____, 20__ before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **HARRY E. HOPKINS, III**, who acknowledged himself to be the Town Administrator of the Town of Bel Air, and that as such officer, being authorized to do so, executed the foregoing Development Agreement for the purposes therein contained, by signing the name of the limited liability company, by himself as such officer and giving oath under penalties of perjury that the statements made herein are correct.

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

Notary Public
Commission Expires: _____

Approved as to legal sufficiency and form
this _____ day of _____, 2024

Elizabeth H. Thompson, Esquire
Town Counsel
Stark and Keenan, P.A.

Approved this _____ day of _____, 2024

Kevin L. Small, Director
Department of Planning and Community
Development

THIS IS TO CERTIFY that the within instrument was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Supreme Court

of Maryland.

AFTER RECORDING, PLEASE RETURN TO: