

MEMORANDUM OF UNDERSTANDING CONCERNING THE STRUCTURAL AND OPERATIONAL EXPANSION OF 6242 BELLONA AVENUE, BALTIMORE, MD 21212

This Memorandum of Understanding (“**Agreement**”) dated May __, 2024 (“**Effective Date**”), by and between Pinehurst Wine Shoppe, LLC, a Maryland limited liability company (“**PWS**”) and Bellona-Gittings Community Association, Inc., a Maryland nonstock corporation (“**BGCA**”). PWS and BGCA shall collectively be referred to herein as the “Parties.”

RECITALS

WHEREAS, PWS currently operates the Pinehurst Wine Shoppe (“**Business**”) at 6242 Bellona Avenue, Baltimore, MD 21212 (“**Premises**”), in the Bellona-Gittings neighborhood, pursuant to the [____] Liquor License issued by the Board of Liquor License Commissioners of Baltimore City (“**Liquor Board**”);

WHEREAS, prior to the Effective Date, PWS proposed an expansion of the Business’ footprint (“**Expansion**”) into the Premises’ existing side yard, per architectural plans (“**Plans**”) attached as Exhibit A, that requires an ordinance (“**Ordinance**”) is approved by the Mayor and City Council of Baltimore City to allow such expansion of the Business;

WHEREAS, PWS has requested Councilmember Mark Conway to have the Ordinance, which shall include the Plans, introduced at the City Council meeting currently scheduled for June 3, 2024;

WHEREAS, BGCA is the community association for the Bellona-Gittings neighborhood; and

WHEREAS, the Parties have a vested interest in improving the quality of life and property in the Bellona-Gittings community and have mutually agreed to the following terms regarding operations by PWS of the Business at the Premises.

NOW, THEREFORE, with the intent to be legally bound and for consideration sufficiency of which are hereby acknowledged with PWS agreeing to the terms of this Agreement in exchange for community support from BGCA of the Plans and BGCA agreeing to the terms of this Agreement in exchange of PWS limiting the operations of the Business at the Premises, the Parties agree as follows:

1. **Terms of Operation.** PWS commits to adhere to the following terms while operating the Business at the Premises:
 - a. **Hours of Operations.** Operation of the Business shall be limited to the following hours:
 1. Open no earlier than 8am on any day of operations Monday through Saturday.
 2. Close no later than 9pm on weekdays (Monday through Thursday).
 3. Close no later than 10pm on weekend days (Friday and Saturday).
 4. No third party operating on the Premises may open earlier or stay open later than PWS.
 - b. **Alcoholic Beverage Sales.** The sale of alcoholic beverages shall not be allowed between 8am and 10am on any day that the Business is authorized herein to be open. Only non-alcoholic drinks and food products shall be available for sale at the Premises between 8am and 10am on any day that the Business is authorized herein to be open.
2. **Use, Access, and Operations.** PWS further commits to adhere to the following terms while operating the Business at the Premises:
 - a. On-site consumption of alcoholic beverages is not permitted at any time, with the exception of any consumption that occurs under the current tasting license (License # LA042), a copy of which is

attached hereto as **Exhibit C**. PWS, as well as its customers and employees, are not authorized to bring their own alcoholic beverages to the Premises for any reason.

- b. There shall be no application for either the expansion of the Liquor License or for any other type of liquor license, other than renewal applications for the Liquor License, that applies to the Business or the Premises. This provision does not in any way impact the ability of PWS to apply for and obtain, if approved, temporary one-day permits.
 - c. The address provided to the Liquor Board for the Liquor License shall not be changed from the current address listed above for the Business to any other address.
 - d. The Business at all times shall be in compliance with the environmental performance standards listed in § 15-703 of the Baltimore City Zoning Code, the text of such section included in **Exhibit B**, attached hereto. These standards apply to noise, dust and air pollution, and odors, among other potential nuisances.
 - e. The use of outdoor speakers and/or outdoor music at the Premises shall be strictly prohibited at all times. Amplified and/or electronically produced sound of any kind, including, but not limited to, music (whether live or recorded) or any other type of noise shall be strictly prohibited at all times.
 - f. The operations of the Business shall comply with the terms of the Baltimore City Code, Article 23, regulating sanitation plans and practices. Furthermore, PWS agrees to meet with BGCA in a timely manner to draft a case-specific solution in the event that pests, trash, or any other sanitation issues persist at the Premises. The Parties acknowledge that any sanitation issue that arises at the Premises needs to be resolved as quickly as possible and the Parties agree to work in good faith to draft any case-specific solution referenced in the preceding paragraph. Nothing in this paragraph shall limit Business' responsibility to resolve any sanitation issue immediately, even without a case-specific solution drafted in cooperation with BGCA.
 - g. Customers of the Business shall only have access to the ground floor of the Premises and to no other part of the Premise, including, but not limited to, both the basement and second floor of the Business.
 - h. Customers of the Business shall only enter and exit the interior portion of the Premises through the existing ingress/egress point on the Bellona side of the Premises and through the existing ingress/egress point on the parking lot side of the Premises, both as depicted in the Plans. No ingress/egress for customers of the Business shall be permitted on the Gittings side of the building. This provision does not prevent additional emergency exit doors that may be required by the Baltimore City Fire Code. This provision further does not include the loading dock/door facing the parking lot that is reserved for employee use.
 - i. Security camera footage of the Business shall be made available to the Baltimore City Police Department as necessary, per an agreement by ____ with the Liquor Board, a copy of which is attached hereto as **Exhibit D**.
 - j. Occupancy of the Premises shall be limited to no more than __ people at any one time.
 - k. Immediate and reasonable steps shall be taken to prevent disorderly conduct by customers while on the Premises.
3. **Operation Restrictions.** PWS further commits to adhere to the following terms while operating the Business at the Premises:
- a. **Gambling and Cannabis Restrictions.**
 - i. Gambling is strictly prohibited at the Premises.

- ii. The sale of lottery tickets is strictly prohibited at the Premises so as long as the Charlesmead Pharmacy sells lottery tickets at its store.
- iii. No partition made of plexiglass or any other clear material shall be installed at the Premises between sales staff and customers without the written consent of the BGCA.
- iv. The sale of goods that contain cannabis or cannabis products is strictly prohibited at the Premises
- v. No application for any type of cannabis license may be made by any party for the Premises.

b. **Aesthetics.**

- i. Air-conditioning condensers on the proposed back balcony (as shown on the Plan) shall be screened and board-on-board fencing shall be installed to limit noise and visibility by no later than six months following construction completion of the Expansion.
- ii. An eight-foot privacy fence shall be constructed along the southern boundary of the Premises by no later than six months following construction completion of the Expansion. The parties hereto understand that a petition to the City's zoning board for a height variance to require an eight-foot fence will be required in order for PWS to build the privacy fence accordingly. BGCA agrees to provide no less than written support for such a variance petition by PWS. If PWS is unable to obtain the required variance approval from the City after making no less than good faith efforts to obtain such approvals, PWS agrees to install a six-foot privacy fence in lieu of the eight-foot privacy fence no less than two months following receipt of the City's denial of such variance petition.
- iii. An eight-foot privacy fence shall be constructed along the western boundary of the Premises at the same grade level as the existing parking lot and not at the property line, so as to provide additional privacy and screening from neighboring properties, by no later than six months following construction completion of the Expansion. The variance procedure with BGCA support from Section 3(b)(ii) above shall apply to this subsection accordingly.
- iv. A boundary of evergreen trees and shrubs along the western border on the eastern side of the fence of the Premises, on the west side of the fence shall be planted no less than six months following the Effective Date and shall be continuously maintained.
- v. Reasonable measures shall be taken to preserve the sycamore tree located near the southwest corner of the Bellona-Gittings intersection.
- vi. Only one bathroom shall be available to the Business' customers at all times.
- vii. Outdoor gathering spaces on the southern or western exteriors of the Premises are strictly prohibited and no outdoor gathering space shall be constructed or assembled at the Premises.

c. **Parking Issues.**

- i. A sign shall be installed by no later than 10 calendar days following the Effective Date that is located by each cash register of the Business requesting that customers not block the driveways of neighbors in the Bellona-Gittings neighborhood.
- ii. Immediate and clear announcement to all customers present at the Premises after the Business is notified that a neighbor's driveway is blocked by a vehicle that includes a statement that the parked vehicle blocking the driveway must be moved immediately.

- iii. In the event that blocked driveways become a recurring issue (i.e., more than three times per month), PWS agrees to immediately reimburse the affected property owner for any towing fees incurred.

d. **Special Events and Special Event Parking.**

- i. Special Events, for purposes of this Agreement, are events at the Premises that are separate and apart from the Business' typical course of operations. Special Events shall be separated into two categories:
 - 1. Category 1: Events that are provided for under the existing tasting license where alcohol may be consumed on-site, and the special holiday license issued to PWS that allows the Business to be opened on Sundays between Thanksgiving and New Year's Day; and
 - 2. Category 2: Events outside the aforementioned days (though the two instances may coincide) that could include a food truck.
 - ii. The Business may have up to 12 Special Events between Thanksgiving and New Year's Day, pursuant to the requirements of the special holiday license issued to PWS. At all other times of the calendar year, the number of Special Events at the Premises shall be limited to no more than two in any one month. In no event shall there be more than 24 Special Events of any kind in one calendar year.
 - iii. Special Events of both types are limited to the business hours listed above in Section 1.
 - iv. All required permits, licenses, and insurance shall be issued before any Special Event may be held.
 - v. All Special Events, at all times, shall operate in accordance with all applicable laws governing such types of events.
 - vi. Written notice shall be provided by PWS to BGCA of plans for each Special Event at least 10 calendar days prior to the event ("**Special Event Notice**"). Each Special Event Notice shall provide the specific dates and times of operation for the Special Event and a brief description of what activities will be involved with that Special Event.
 - vii. "No Parking" signs shall be posted _____ during these Special Events and removed within 12 hours of the event's conclusion.
 - viii. A comment shall be included in all email and other written marketing and promotion communications that attendees must adhere to all "No Parking" signs and not park vehicles so as to block private driveways of neighboring property owners.
 - ix. Patrol the neighboring blocks on an as-needed/complaint basis to ensure that Special Events attendees are adhering to "No Parking" signs and immediately make announcement to attendees of such Special Event if private driveways of neighboring property owners are blocked.
 - x. Install an electrical outlet on the exterior of the Premises by no later than ____ to allow a food truck to plug in and receive electricity, thereby reducing the need for a generator.
 - xi. All terms of this Agreement shall be applicable to Special Events.
- e. **Vaping Products.** The sale of any type of vaping product shall be strictly prohibited at the Premises at all times.
- f. **Vending Machines.** Vending machines for any product shall be strictly prohibited at the Premises at all times.
- g. **Drive-through Access.** No drive-through access of any kind allowing customers to acquire goods from the Business directly from the Premises, through a window or any other type of opening from the Premises' interior to the exterior, to a customer, inside a vehicle or otherwise, shall be strictly prohibited at all times at the Premises.

4. **BGCA Responsibilities.** BGCA agrees to draft, and provide to PWS, a map that will outline desired corridors and stretches of neighborhood roadways that are impacted by parking during Special Events. PWS shall use the map provided by BGCA for placement of the “No Parking” signs during Special Events.

5. **Miscellaneous.**
 - a. The terms of this Agreement are reasonable restrictions to the operations of the Business to which both Parties agree.
 - b. The terms of this Agreement shall be binding on the heirs and assigns of both Parties. In the event of a change in ownership of the Business or the Premises, the terms of this Agreement will remain in full force and effect until a new agreement is reached between either the new owner of the Premises or the new owner of the Business, as applicable, and BGCA. Any sale of the Business or the Premises shall be subject to this Agreement.
 - c. All Exhibits referenced in this Agreement shall be made a part hereof.
 - d. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had not been included.
 - e. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
 - f. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland and any dispute with respect to it and the rights and duties thereby created shall be litigated in the courts for Maryland.
 - g. As of the Effective Date, each Party represents and warrants to the other Party that the undersigned executing this Agreement on behalf of each respective Party is duly and validly authorized to do so.
 - h. This Agreement may be amended from time to time if the Parties mutually agree to do so.
 - i. The Parties agree to convene no less than annually each May on a date mutually selected by the Parties to discuss matters relevant to the operation of this Agreement.
 - j. None of the terms of this Agreement shall apply to the Charlesmead Pharmacy or its owner, which is also located at 6242 Bellona Avenue but operates as a separate business and is not a party to this Agreement.
 - k. If PWS fails to materially perform and comply with any of the terms of this Agreement, and such failure continues for 10 calendar days after PWS’ receipt of written notice of such default from BGCA, this Agreement shall remain in full force and effect with BGCA having the right to proceed against PWS for specific performance of this Agreement with reasonable attorney fee and court costs incurred by BGCA to be paid by PWS.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers or agents effective the last date written below.

Pinehurst Wine Shoppe, LLC

By: _____
Name: _____
Title: _____

Date: _____

Bellona-Gittings Community Association, Inc.

By: _____
Name: _____
Title: _____

Date: _____

Exhibit A
Plans

Exhibit B

Environmental performance standards in § 15-703 of the Baltimore City Zoning Code

§ 15-703 Environmental performance standards.

(a) In general. All uses in the commercial districts and the IMU-1 and -2 and I-1 Districts must be operated so as to comply with the performance standards described in this section. In addition to these performance standards, all uses must be constructed, maintained, and operated so as not to be injurious to the use and occupation of the adjacent premises by reason of the emission or creation of noise, vibration, radiation, fire, explosive hazard, or glare. Nothing in this section

may be construed to alter, change, modify, or abrogate any authority granted exclusively to any state or federal regulations.

(b) Noise. No activity or use may be conducted in a manner that generates a level of sound as measured on another property greater than that allowed by federal, state, or local regulations. These limits do not apply to construction noises, noises emanating from safety signals or warning devices, noises not directly under the control of the owner or occupant of the property, or transient noises from moving sources, such as motor vehicles, railroads, or aircraft.

(c) Glare and heat. Any activity or the operation of any use that produces glare or heat must be conducted so that no glare or heat from the activity or operation is detectable at any point off the lot on which the use is located. Flickering or intense sources of light must be controlled or shielded so as not to cause a nuisance across lot lines.

(d) Vibration. No earthborn vibration from the operation of any use may be detectable at any point off the lot on which the use is located.

(e) Dust and air pollution. Dust and other types of air pollution, borne by the wind from sources such as storage areas, yards, roads, conveying equipment, and the like on the lot, must be kept to a minimum by appropriate landscaping, screening, sheltering, paving, fencing, wetting, collecting, or other acceptable means.

(f) Discharge and disposal of radioactive and hazardous waste. The discharge or disposal of radioactive or hazardous waste materials must comply with all applicable federal, state, and local laws, rules, and regulations that govern those materials or waste, generally. Radioactive and hazardous waste materials must be transported, stored, and used in conformance with all applicable federal, state, and local laws, rules, and regulations.

(g) Odors. Any condition or operation that results in the creation of odors of an intensity and character as to be detrimental to the health and welfare of the public or that interferes unreasonably with the comfort of the public, must be removed, stopped, or modified so as to remove the odor.

(h) Toxic substances. The storage, handling, or transport of toxic substances must comply with federal, state, and local laws, rules, and regulations.

(i) Fire and explosion hazards. Materials that present potential fire or explosion hazards must be transported, stored, and used only in conformance with all applicable federal, state, and local regulations.

Exhibit C

Copy of current tasting license (License # LA042)

Exhibit D

Copy of agreement by ____ with the Liquor Board