

KDM  
2018  
**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("License"), made this 20<sup>th</sup> day of MARCH, 2017, by and between Harford County, Maryland, a body corporate and politic of the State of Maryland, herein called the "County," and 29 SOUTH MAIN, LLC (hereinafter "29 South").

WHEREAS, the County is the owner of a parcel of land located at Courtland Street and Burns Alley (the "Property"), Bel Air, Maryland; and

WHEREAS, 29 South is the owner of a property located at 29 South Main Street, Bel Air, Maryland which is more particularly described in the deed recorded among the Land Records at Liber 2762, folio 587 (the "29 Lot"); and

WHEREAS, 29 South desires to use a portion of the Property, as shown on Exhibit A which is incorporated as part of this MOU, for the purpose of locating a dumpster for the use of the restaurant business which operates on the 29 Lot; and

WHEREAS, the County is willing to make the portion of the Property shown in Exhibit A, available to 29 South as described herein.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein and the above recitals, which are incorporated herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Premises.** The County does hereby make available to 29 South, the portion of the Property highlighted in blue on Exhibit "A" (the "Premises") for locating a dumpster for the use of the restaurant located on the 29 Lot.
2. **Term.** The term shall be for one year (the "Term"), commencing upon execution of this License Agreement and shall automatically renew for successive additional one-year terms unless terminated by either party. The County or 29 South may terminate this License Agreement with thirty (30) days' written notice at any time.
3. **License Fee.** 29 South shall pay the County the sum of One Dollar (\$1.00) per year for the use of the Premises, which fee shall be due and payable upon annual renewal of this License Agreement.
4. **Use.** 29 South, its employees, contractors, agents and assigns, shall use and occupy the Premises solely for the purpose of storing in a dumpster, trash, garbage, and waste from the restaurant business operated on the 29 Lot.
5. **Maintenance.** 29 South shall keep the Premises in good order and condition, the ground being free of trash, garbage, and waste (solid or liquid), and shall

5/16

TB/T

provide for regular hauling from the Premises, at 29 South's sole cost and expense, of trash, garbage, and waste stored in the dumpster.

6. **Assignment.** 29 South shall not assign, in whole or in part, or sublet the Premises, or any part or portion thereof, or grant any license or concession for any part of the Premises.

7. **Insurance.** 29 South shall secure and maintain commercial general liability insurance for bodily injury, property damage, and personal injury liability. 29 South shall name the County as an additional insured in 29 South's commercial general liability insurance policy regarding 29 South's maintenance, use, or occupancy of the Property. 29 South shall also furnish a certificate of insurance to the County, evidencing the coverage required at execution of this License.

8. **Waiver.** The County, its elected or appointed officials and its employees shall not be liable to 29 South or to any insurer for any loss or damage to 29 South's equipment or the equipment of 29 South's contractor or vendor, if any, located on the Premises or for any loss or damage due to bodily injury, property damage or personal injury liability arising out of 29 South's maintenance, use or occupancy of the Premises.

9. **Signs, etc.** 29 South covenants and agrees that it shall not place or permit any permanent signs, lights, barricades, or striping on the Premises without the prior permission of the County.

10. **Covenant Not to Sue.** 29 South, on behalf of itself, its successors and assigns, hereby covenants that it will not sue, make any claim against, or institute any proceedings against the County, its officers, members, agents, and employees based upon or pertaining to claims arising out of or in any way related to the use of the Premises under this License Agreement.

11. **Notice.** Any written notices required by this License Agreement shall be deemed sufficiently given, if (i) hand delivered or (ii) sent via first class U.S. mail, certified mail, or overnight courier service.

Any notice required by this License Agreement is to be sent to County at:

Harford County, Maryland  
Erin Schafer, Chief, Facilities & Operations  
611 Fountain Green Road  
Bel Air, Maryland 21015

cc: Harford County, Maryland  
Department of Law  
220 S. Main Street  
Bel Air, Maryland 21014

Any notice required by this License Agreement is to be sent to 29 South  
at:

29 South Main Street  
Bel Air, Maryland 21014  
Attn: Renato Buontempo, Member Manager

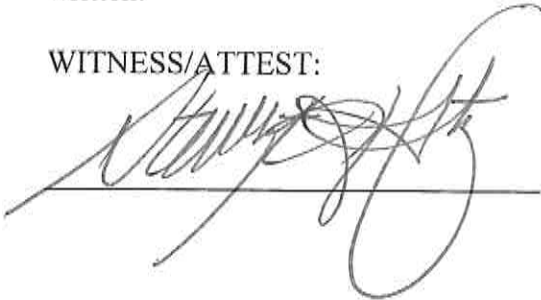
12. **Severability.** In the event any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this License Agreement, but this License Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. **Maryland Law.** This License Agreement shall be governed by the laws of the State of Maryland, Harford County, and any applicable Federal laws, and is binding upon and inuring to the benefit of the respective parties hereto.

14. **Indemnification.** 29 South shall indemnify and hold harmless the County, its directors, contractors, officers, agents, employees or volunteers from any and all claims for any loss, expense, damages to the Premises, or injuries to persons, which may arise from or be incident to the use and occupation of the Premises, or for damages to the Premises or to 29 South, or for damages to the Premises or injuries to the person of 29 South officers, agents, servants, or employees, or others who may be on the Premises at their invitation or the invitation of any one of them, arising from activities of 29 South, its contractors, officers, agents, vendors, contractors, employees and/or volunteers.

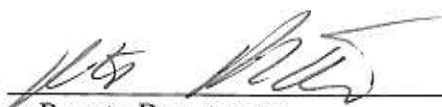
As witness the hands and seals of the parties hereto the day and year first above written:

WITNESS/ATTEST:



29 SOUTH MAIN, LLC

BY:

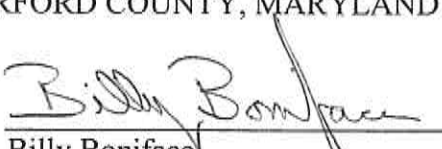
  
Name: Renato Buontempo  
Title: Member Manager

WITNESS/ATTEST:

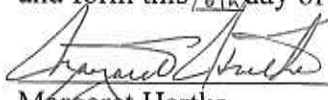


HARFORD COUNTY, MARYLAND


BY:

  
Billy Boniface  
Director of Administration

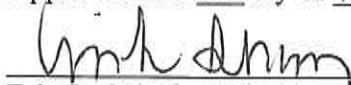
Approved as to legal sufficiency and form this <sup>18</sup> ~~16th~~ day of ~~March~~, 2017 <sup>Jan</sup>

  
Margaret Hartka  
Senior Assistant County Attorney

Approved this <sup>20<sup>th</sup></sup> day of ~~Mar~~ <sup>2018</sup> ~~2017~~ <sup>KDM</sup>

  
Karen D. Myeys, Director  
Department of Procurement  
Secretary of the Harford County Board of  
Estimates Approved on \_\_\_\_\_, 2017

Approved this <sup>20<sup>th</sup></sup> day of ~~MARCH~~ 2017 <sup>18 JAN</sup>

  
Erin L. Schafer, Chief  
Division of Facilities and Operations

**GETZ TITLE GROUP L L C  
26 S MAIN ST  
BEL AIR MD 21014**

Exhibit 1A-11

