

AGREEMENT

THIS AGREEMENT, made this 13th day of January, 2017, by and between **29 SOUTH MAIN, LLC**, a Maryland limited liability Company, (hereinafter the "**Owner**") and the **TOWN OF BEL AIR, MARYLAND**, a municipal corporation of the State of Maryland (hereinafter the "**Town**").

WHEREAS, Owner desires to construct additional improvements on the real property located in the Town of Bel Air which is known as 29 South Main Street, Bel Air, Maryland 21014 (hereinafter, "the Property"); the Owner having obtained ownership by virtue of a Deed dated July 9, 1998 and recorded among the Land Records of Harford County in Liber No. 2762, folio 587.

WHEREAS, the Owner, specifically desires to make alterations and improvements to the Property by enclosing the second floor. The proposed second floor will have six (6) balcony openings, in the new exterior wall that faces the Town's real property known as 33 South Main Street, Bel Air, Maryland 21014 (hereinafter the "Alterations") even though such Alterations would violate the Town's Building Code should the Town construct a building to within five (5) feet of the common property line between the Owner's and Town's real properties; and

WHEREAS, the purpose of this Agreement is to set forth the terms agreed to by the Town and the Owner whereby the Town shall issue Town of Bel Air building permit No. 11455/Harford County No. BC-B-023138 for the Alterations provided the Owner shall remove the Alterations if necessary to cure any Town Building Code violation, at his own cost and expense, upon written request by the Town. Town

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 12188, p. 0424, MSA_CE54_12194. Date available 01/26/2017. Printed 02/01/2017.

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MA

LR - Agreement	20.00
Recording Fee	20.00
Name: 29 south main	
bel air md	
Ref:	
LR - Agreement	
Surcharge	40.00
Total:	60.00
01/19/2017 12:45	
11/17/2017 CC12-JD	
#5633081 CC0302 -	
Harford	
County/CC03-02-02 -	
Register 02	

TS: SM

permit No. 11455/Harford County No. BC-B-023138 listing the Alterations is incorporated herein and made a part hereof.

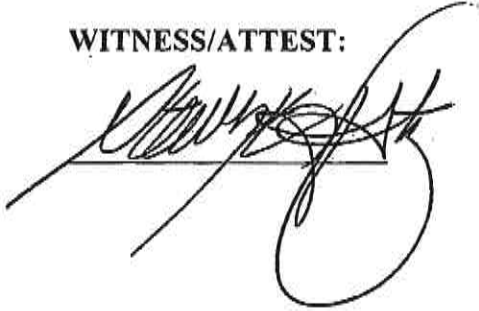
NOW, THEREFORE, THIS DEED FURTHER WITNESSETH: That, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be legally bound, do hereby agree as follows:

1. The above recitals are hereby incorporated as a part of this Agreement.
2. Subject to the terms of this Agreement, the Town shall issue a building permit to permit the Owner to make the Alterations as described in Town of Bel Air Building Permit No. 11455 Harford County No. BC-B-023138-2016 to the improvements on the Property.
3. That prior to receiving said building permit from the Town, the Owner shall comply with all general building application requirements of the Town.
4. The Owner hereby agrees that if the Town, or any future owner of 33 South Main Street applies for a building permit to make improvements to 33 South Main Street, and if required by the Town Building Code then in effect, the Owner shall remove the necessary Alterations and install the material required to comply with the Town Building Code then in effect no later than ninety (90) days from receipt of written notice from the Town.
5. The Owner agrees that all removal and restoration work required by the Town pursuant to this Agreement shall be at the Owner's sole cost and expense, with no expense to the Town.

6. The Owner further agrees that all removal and restoration work done pursuant to this Agreement shall be in compliance with Town building and fire codes then in effect.
7. The Owner acknowledges that the Town may pursue all rights and remedies available under law in the event the Owner fails to comply with the terms of this Agreement, including, but not limited to, revoking the Use & Occupancy Permit for the building on the Property.
8. The terms of this Agreement shall be inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, successors and assigns.
9. This Agreement shall be binding and run with the land.
10. This Agreement shall be governed by, construed and enforce in accordance with the laws of the State of Maryland.
11. This Agreement contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written or attached in an addendum signed by both the parties.
12. This Agreement may be amended, modified, or canceled, in whole or in part, only by a written instrument fully executed by the parties hereto.
13. This Agreement shall be recorded among the Land Records of Harford County, Maryland.

WITNESS the hands and seals of the parties hereto the date and year first above written.

WITNESS/ATTEST:



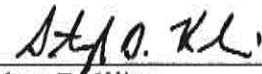
OWNER 29 SOUTH MAIN, LLC

By: 
Renato Buontempo
Managing Member

WITNESS/ATTEST



TOWN OF BEL AIR, MARYLAND

By: 
Stephen D. Kline
Director, Department of Public Works

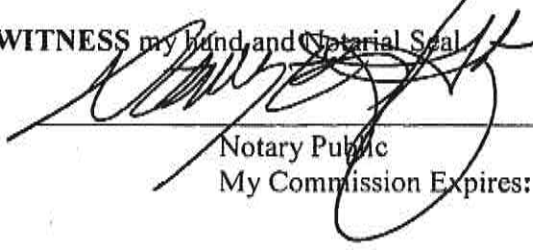
HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 12188, p. 0428, MSA_CE54_12194. Date available 01/26/2017. Printed 02/01/2017.

ACKNOWLEDGMENT

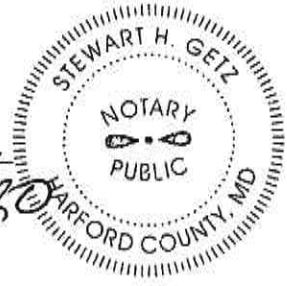
STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, that on this 12th day of January, 2017, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Renato Buontempo, who acknowledged himself to be the Managing Member of 29 South Main, LLC, and that as such Managing Member he executed the foregoing Agreement as the act of the 29 South Main Street LLC for the purpose therein contained, and that the actual consideration paid or to be paid is Zero Dollars (\$0.00).

AS WITNESS my hand and Notarial Seal




Notary Public
My Commission Expires: 10/19/20



STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, that on this ___ day of January, 2017, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Stephen D. Kline, who acknowledged himself to be the Director of the Town of Bel Air Department of Public Works, and that as such Director he executed the foregoing Agreement as the act of the Town of Bel Air, Maryland for the purpose therein contained and that the actual consideration paid or to be paid is Zero Dollars (\$0.00).

AS WITNESS my hand and Notarial Seal.



Michael L. Krantz Notary Public
My Commission Expires: 8/8/17



THIS IS TO CERTIFY that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney.



Charles B. Keenan, Attorney-at-Law