

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Memorandum”) is made and entered into this 25th day of November, 2020, by and between AMANDA GREENE and GABRIEL GREENE (the “Greenes”), PAUL B. LITTMANN, JR. (“Littmann”), FORT REALTY, LLC (“Fort Realty”), LITTMANN REALTY, LLC (“Littmann Realty”), and LOCUST POINT CIVIC ASSOCIATION, INC., a Maryland non-stock corporation (the “Association”). The Greenses, Littmann, Fort Realty, and Littmann Realty are herein collectively referred to as the “Applicants.”

WHEREAS, the Greenses are the owners of the real property known as 1312 E. Fort Avenue, located in Baltimore City, Maryland within the R-8 Zoning District; and

WHEREAS, Littmann is the owner of the real property known as 1314 E. Fort Avenue, located in Baltimore City, Maryland within the R-8 Zoning District; and

WHEREAS, Fort Realty is the owner of the real property known as 1316 E. Fort Avenue, located in Baltimore City, Maryland within the R-8 Zoning District; and

WHEREAS, Littmann Realty is the owner of the real property known as 1318 E. Fort Avenue, located in Baltimore City, Maryland within the I-1 Zoning District; and

WHEREAS, the Association is a non-profit 501(c)(3) organization created to promote and protect the common interests of the residents of Locust Point; and

WHEREAS, the Applicants desire to apply collectively to the Mayor and City Council of Baltimore to rezone the properties known as 1312, 1314, 1316, and 1318 E. Fort Avenue (collectively, the “Subject Property”) to the C-1 Zoning District in order to permit the expansion of the office use currently in place at 1318 E. Fort Avenue; and

WHEREAS, the Association has agreed to support the rezoning of the Subject Property under the conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and commitments contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Recitals set forth above are incorporated into and made a part of this Memorandum as if more fully set forth hereinafter.

2. The Association shall send a letter to Councilman Eric Costello in support of the rezoning of the Subject Property to the C-1 Zoning District. If requested by the Applicants, a representative of the Association shall attend the City Council’s Land Use Committee hearing(s) on the rezoning bill and shall testify in support of its enactment. If the Applicants request that a representative of the Association participate in any hearing,

the Applicant shall notify the Association as soon as feasibly possible following the Applicant's notification of the scheduling of such a hearing.

3. The Applicants hereby covenant and agree that the use and development of the Subject Property shall be subject to the following conditions:

a. The following uses are prohibited on the Subject Property:

- 1) Dwelling: multi-family
- 2) Fraternity or sorority house
- 3) Residential care facility (16 or fewer residents)
- 4) Residential care facility (17 or more residents)
- 5) Rooming house
- 6) Community center
- 7) Cultural facility
- 8) Educational facility: post-secondary
- 9) Educational facility: primary and secondary
- 10) Government facility
- 11) Place of worship
- 12) Urban agriculture
- 13) Animal clinic
- 14) Body art establishment
- 15) Check cashing establishment
- 16) Entertainment: indoor
- 17) Entertainment: live (accessory to restaurant, tavern, art studio or art gallery)
- 18) Financial institution
- 19) Health-care clinic
- 20) Hotel or motel
- 21) Lodge or social club
- 22) Motor vehicle rental establishment (fully enclosed structure)
- 23) Retail goods establishment (with alcoholic beverages sales)
- 24) Tavern
- 25) Food processing: light
- 26) Alternative energy system: community based
- 27) Electric substation: enclosed
- 28) Electric substation: indoor
- 29) Electric substation: outdoor
- 30) Parking lot (principal use)
- 31) Telecommunications facility
- 32) Utilities
- 33) Wireless communications services

b. If the existing structures on the Subject Property are demolished and a new structure is constructed in their place, then the new structure shall be subject to the following additional requirements:

- i. The new structure shall comply with the height limit of the R-8 Zoning District and shall be consistent with the scale and design of the historic character of the surrounding neighborhood.
- ii. Off-street parking for the new structure shall be provided based on a ratio of one parking space per three employees to the extent that the number of employees in the new structure exceeds 40 employees.

4. This Memorandum is contingent upon the rezoning of the Subject Property to the C-1 Zoning District. In the event the Subject Property is not rezoned to the C-1 Zoning District, this Memorandum shall terminate and shall be of no further force and effect.

5. All notices regarding this Agreement shall be delivered to the other parties by United States certified mail with return receipt requested and by electronic mail to the address set forth below:

If to the Applicants:

Amanda and Gabriel Greene
1312 E. Fort Avenue
Baltimore, MD 21230

Paul B. Littmann, Jr.
Fort Realty, LLC
Littmann Realty, LLC
1318 E. Fort Avenue
Baltimore, MD 21230
paul@southwaybuilders.com
wmoore@southwaybuilders.com

If to the Association:

Locust Point Civic Association
c/o Matt Farcosky
841 E. Fort Avenue, Unit 210
Baltimore, MD 21230
mtf@FleetPro.com
contacts@mylocustpoint.org

6. This Memorandum shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

7. It is the intention of the parties to this MOU that this be a legally binding agreement between them. The terms, conditions, rights, and obligations of this Memorandum shall be legally binding on the parties hereto and their respective heirs, personal representatives, successors, and assigns as if they had been original signatories hereto.

8. This Memorandum may be executed in several counterparts, each of which is deemed original, but all of which constitute one and the same instrument.

9. This Memorandum contains the entire agreement between the parties hereto, and any agreement hereafter or heretofore made shall not operate to change, modify, terminate, or discharge this Memorandum in whole or in part unless such agreement is in writing and signed by each of the parties hereto. The parties have made no representations or promises with respect to this Memorandum except as are herein expressly set forth.

[Signatures follow.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their hands and under seal affixed hereto as of the day and year first above written.

Dated: November 19, 2020

THE GREENES:



Amanda Greene



Gabriel Greene

Dated: _____, 2020

LITTMANN:

Paul B. Littmann, Jr.

Dated: _____, 2020

FORT REALTY, LLC:

By: _____
Title: _____

Dated: _____, 2020

LITTMANN REALTY, LLC:

By: _____
Title: _____

Dated: _____, 2020

LOCUST POINT CIVIC ASSOCIATION,
INC.

By: _____
Title: President

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Dated: _____, 2020

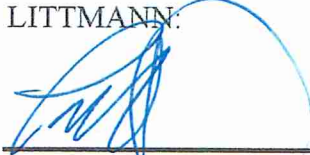
THE GREENES:

Amanda Greene

Gabriel Greene

Dated: Nov. 24, 2020

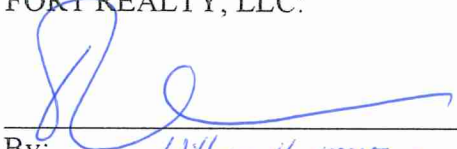
LITTMANN:



Paul B. Littmann, Jr.

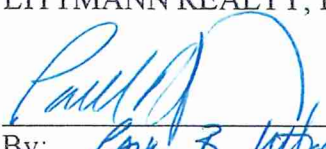
Dated: Nov. 24, 2020

FORT REALTY, LLC:


By: William H. Moore
Title: Managing Partner

Dated: Nov. 24, 2020

LITTMANN REALTY, LLC:


By: Paul B. Littmann Jr
Title: Managing Member

Dated: _____, 2020

LOCUST POINT CIVIC ASSOCIATION,
INC.

By: _____
Title: President

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THE GREENES:

Amanda Greene

Gabriel Greene

Dated: _____, 2020

LITTMANN:

Paul B. Littmann, Jr.

Dated: _____, 2020

FORT REALTY, LLC:

By: _____
Title: _____


Dated: _____, 2020

LITTMANN REALTY, LLC:

By: _____
Title: _____

Dated: November 19, 2020

LOCUST POINT CIVIC ASSOCIATION,
INC.



By: Kate McComiskey
Title: President