

ADOPT A LOT LICENSE AGREEMENT
FOR
2422 LAKEVIEW AVE
3461 023

TO
Selia Monroe
ITS CONTRACTORS AND ASSIGNS

*** For purposes of this license agreement, the community-managed open space must have a strong function in at least one community use, such as active recreation, passive recreation, food production, education, visual relief from the built environment, or gathering space for formal or informal community gatherings. Environmental benefits (such as absorbing rainwater, providing habitat for migratory birds, and reducing "food miles") and livability benefits (such as elimination of blight or crime reduction) enhance the site's attractiveness as community managed open space.**

*** An Adopt-A-Lot license CANNOT be used for parking, dog parks, or playground installation**

*** An Adopt-A-Lot license is a temporary agreement to steward a City-owned lot. While the City may not immediately intend to dispose of the properties included in this agreement, redevelopment opportunities may become available in the future. As such, the City discourages significant investments in the lots by LICENSEEs, encourages LICENSEEs to consider the possibility of lost investment in the event a purchaser of the lot is found, and prohibits a LICENSEE from installing permanent landscaping (ex. orchards, tree farms) without the express, prior, written permission of the City. If the City receives an application to purchase the property, the LICENSEE will be notified and given an opportunity to bid.**

The City of Baltimore, by and through the Department of Housing and Community Development (hereinafter referred to as "the City"), as owner of property as listed above, grants this agreement executed on the date indicated on the signature page hereof and covering the use of the unimproved property from 04/15/2024 to 03/31/2025 for the purpose of permitting Selia Monroe, its contractors and assigns, (hereinafter referred to as "the LICENSEE") to enter upon the subject site for use as a community managed open space, which may include installation of an underground hydrant for water access.

The LICENSEE agrees to enter upon the subject site to conduct approved activities under the following terms and conditions:

1. The LICENSEE agrees to return one signed copies of this License Agreement via postal mail, electronic mail or facsimile.
- 2. The LICENSEE shall install a prominently placed sign identifying the site as an adopted lot.**
3. The LICENSEE shall obtain any and all permits or approvals required by the City to perform any and all operations to be performed and shall pay any and all fees and charges due to and collected by the City pursuant to the issuance of any such permits and approvals.

4. The LICENSEE further agrees and understands that the installation of any landscaping may not impede or obstruct pedestrian traffic or create a hazardous condition for vehicular traffic.

The City requires a LICENSEE who will be digging on the site to contact Miss Utility at 800-257-7777 to determine if any utility lines exist underground.

5. The LICENSEE agrees to save and hold harmless the City against any and all liability in any way connected with or arising from the activities carried on at the above captioned property (hereinafter the "Property") or the use of the Property, including the maintenance of sidewalks abutting the Property.
6. The LICENSEE affirmatively states that it has done nothing prior to the execution of this agreement (whether within the period of the agreement or prior thereto), or it has done any act, caused to be done any act, or knows of any act which would give any rise to any claim by it or any third party against the City.
7. The LICENSEE agrees and understands that the unimproved lot that is provided by the CITY on a "where is" and "as is" basis; no representations nor warranties whatsoever, either expressly stated or implied, are given by the CITY to the LICENSEE, and the LICENSEE agrees that during the term of this License agreement it will be responsible for any damages whatsoever which may be caused on the lot.
8. The LICENSEE agrees and understands that the unimproved lot that is provided by the CITY in this Agreement on a temporary basis may have redevelopment potential. In the event of a redevelopment opportunity, LICENSEE agrees and understands that the City will review such applications and the LICENSEE will be given an opportunity to submit a competing offer.
9. The LICENSEE agrees and understands that the installation of any permanent landscaping/design is prohibited without the express, prior, written permission of the City. For purposes of this agreement, permanent landscaping/design includes, but is not limited to orchards, tree farms and murals.
10. The LICENSEE agrees that this License is granted by the CITY on the condition that the LICENSEE assumes full responsibility for keeping the lot in a good, clean and orderly condition, free of hazards, and that any improvements made to the lot will be made at no cost to the CITY.
11. The LICENSEE agrees and understands that the LICENSEE must notify the City in writing (via postal mail, electronic mail or facsimile) of any grant funding the LICENSEE intends to seek and obtain written approval from the City prior to applying for said funding.
12. The LICENSEE understands and agrees that the CITY will not reimburse the LICENSEE for any improvements of any kind, either temporary or permanent (if approved by the City), in the event the CITY shall terminate this agreement for any reason whatsoever.

13. The LICENSEE further expressly agrees for itself, and where applicable, for its officers, members, employees and agents to save and hold harmless the CITY, its elected and appointed officials and its employees from any claims or liability of whatsoever kind and by whomsoever brought against the CITY, its elected and appointed officials and its employees in connection with this License.
14. The LICENSEE further agrees and understands that limited permission is granted for the installation of temporary structures ancillary to approved community open space activities. **These structures include, but are not limited to garden sheds, picnic tables, benches and portable canopies.**
15. **The LICENSEE further understands and agrees that should the CITY require the property for any purpose, the CITY may, at its sole discretion, terminate this Agreement on thirty (30) days written notice. However, if the community space is being used as a garden, discretion will be used to ensure that said termination will not take place during the growing season to allow the LICENSEE time to harvest.**
16. **The LICENSEE further understands that should the CITY receive any information indicating that the vacant lot is being used in a manner not consistent with the terms of this agreement, the CITY may, at its sole discretion, terminate this Agreement on five (5) days written notice.**
17. **The LICENSEE further understands that (if applicable) should the CITY receive any information indicating that the water service that is being provided on the lot specifically for garden use is not being properly maintained and/or is being used in a manner not consistent with the terms of this agreement, the CITY may, at its sole discretion, terminate this Agreement on five (5) days written notice.**
18. Upon expiration, this License is renewable for up to five years by submitting an Adopt-A-Lot application on the following website:

<https://baltimore-md-publicity.tolemi.com/property/baltimore-md/2422-lakeview-ave-2422-lakeview-ave-baltimore-md-1645784>

Renewal applications are subject to review, and if approved a new license agreement will be issued.
19. The LICENSEE understands and agrees that any improvements to the lot shall conform to all applicable laws, rules and regulations.
20. The LICENSEE further agrees and understands that the CITY is providing the use of this property to the LICENSEE under a license or permissive use agreement and no fee charge of any kind is involved in the acceptance.

21. The LICENSEE covenants that when performing any work on the lot, including but not limited to construction, planting or maintenance, that it shall exercise due diligence and reasonable care.

SIGNATURE PAGE TO FOLLOW

By signing this Adopt-A-Lot License on this _____ day of 04/25/2024
in the space provided, Selia Monroe, its contractors and assigns, acknowledges its
acceptance of the terms and conditions contained herein.

MAYOR AND CITY COUNCIL OF BALTIMORE



04/25/2024

Anika Middleton
Asset Manager
DHCD- Development

Date

Selia Monroe



04/25/2024

Selia Monroe
seliamonroe@gmail.com
5713384012

Date

CONTACT FOR VACANT MAYOR AND CITY COUNCIL (MCC) PROPERTY:

Neighborhood Development Office
Department of Housing and Community Development, Development Division
417 E. Fayette Street, 10th Floor, Baltimore, MD 21202
Call 410-396-4111