

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between DIMITRI SFAKIYANUDIS AND EFROSINI SFAKIYANUDIS (collectively, "SFAKIYANUDIS") and the \_\_\_\_\_, a Maryland Corporation Association (collectively the "Association").

WHEREAS, Sfakiyanudis owns property totaling approximately 0.433 acres known as 635 North Bestgate Road, Annapolis, Maryland, and/or 627 North Bestgate Road, Annapolis, Maryland, which is more particularly described as Parcel 228 on Tax Map 45 and recorded on the land records of Anne Arundel County, Maryland, in liber 6240, folio 287 (the "Property") which is improved by a 1,000 ± square foot office. See excerpt of Tax Map 45, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the Association's purpose is to represent the interest of property owners in various communities located in the area of the Property; and

WHEREAS, the Anne Arundel County Council, Maryland (the "Council") approved Bill 13-07, the Comprehensive Zoning of the Annapolis Neck (the "Bill"), on June 4, 2007, which includes the Property and the properties of the Association's members; and

WHEREAS, the Bill reclassified the zoning classification of the Property from R2 - Residential to C2 -Commercial Office District; and

WHEREAS, Sfakiyanudis intends to replace the existing office building and construct a larger office building on the Property (the "Development") in a location further from the existing residence next door; and

WHEREAS, in order to develop the Property, Sfakiyanudis is required to file a variance application with Anne Arundel County ("Variance Application"); and

WHEREAS, the Community desires to limit the development of the Property and for these reasons has agreed to support certain development activities for the Property under terms more specifically set forth below:

NOW, THEREFORE, in consideration of the foregoing and in accordance with the covenants and understandings set forth, Sfakiyanudis and the Association do hereby agree as follows:

1. Any development of the Property shall be permitted only subject to the following terms and conditions:

- a. Development of any portion the Property shall be permitted for any of the following uses:

- i. business offices
- ii. medical offices
- iii. professional offices
- iv. banks

b. Height: No building or structure on the Property shall exceed thirty-five (35) feet in height above the average finished grade around the building or structure;

c. Net Size: Net size of the building shall not exceed 3,000 square feet (net size excludes all catwalks, access walks, stairs, bathrooms and walls).

2. The Association agrees to support Sfakiyanudis' Variance Application by participating in public meetings and submitting written comments to Anne Arundel County Office of Planning Zoning ("OPZ"), provided the application complies with the terms of this Agreement.

3. The parties acknowledge and agree that the Association does not and can not control the acts of its individual members or of other property owners within the vicinity of the Property, and while the Association agrees to make reasonable efforts to obtain consensus on the terms and conditions of this Agreement, it does not warrant or represent that property owners in their individual capacities will act in a manner that is consistent with this Agreement.

4. In the event the Variance Application is either denied or granted and is appealed by the Association or any individual related or unrelated to the Association then this Agreement shall automatically be void.

5. This Agreement shall not be amended or modified except by a writing signed by the parties and duly notarized.

6. Sfakiyanudis shall record this Agreement among the Land Records of Anne Arundel, at their sole expense, within fifteen (15) days of the date of final building permit approval for the Property or the approval of the Variance Application, (neither being subject to further appeal) whichever is the last to occur.

7. This Agreement, including all terms and conditions set forth herein, shall run with the land and be binding on and enforceable against the parties and their respective successors, and assigns.

8. This Agreement is the parties' final and entire understanding and agreement pertaining to the matters set forth herein.

9. There are no representations, conditions, or terms pertaining to these matters, oral or written, other than those expressly set forth herein.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

11. The parties certify that, prior to the execution of this Agreement, they have had an opportunity to review it with an attorney of their own selection for fairness and meaning and for all other purposes.

12. The parties certify that they have read and understand this Agreement, enter into it voluntarily and knowingly, and hereby ratify its terms.

WITNESS the hands and seals of the parties.

**[Signature Pages Follow]**

Draft

ATTEST

\_\_\_\_\_  
DIMITRI SFAKIYANUDIS

\_\_\_\_\_  
EFROSINI SFAKIYANUDIS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of Maryland, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2008 before me personally appeared Dimitri Sfakiyanudis and Efrosini Sfakiyanudis known to me (or sufficiently proven) to be the persons whose names are subscribed to the within instrument, and that they acknowledged and executed said instrument for the within purposes.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**[See Additional Signature Page Following]**

**WITNESS**

\_\_\_\_\_

\_\_\_\_\_

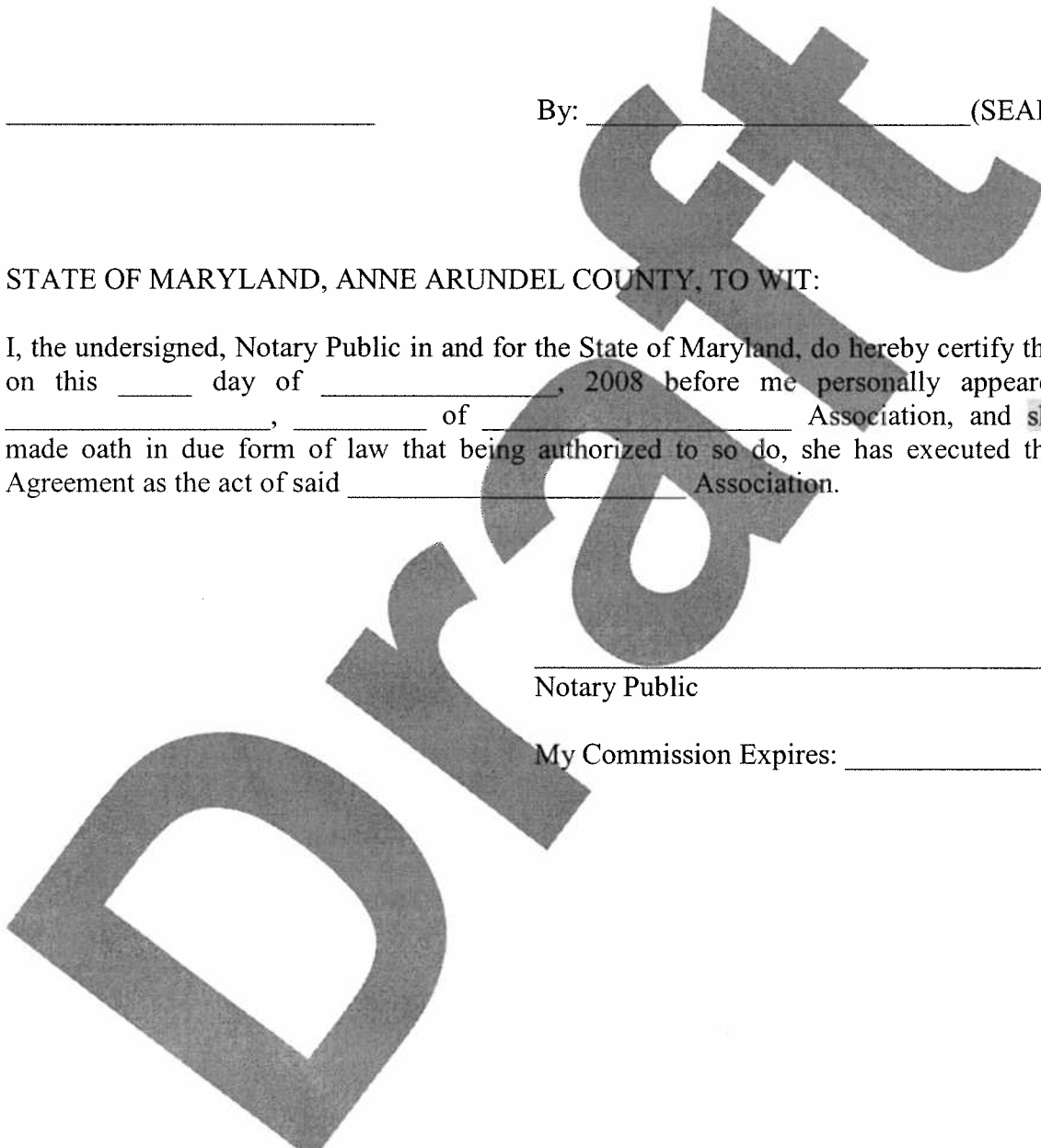
By: \_\_\_\_\_ (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I, the undersigned, Notary Public in and for the State of Maryland, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2008 before me personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ Association, and she made oath in due form of law that being authorized to so do, she has executed this Agreement as the act of said \_\_\_\_\_ Association.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



I hereby certify that I am admitted to practice for the Court of Appeals of Maryland and that I have prepared this Agreement.

\_\_\_\_\_  
Alan J. Hyatt

Return to:  
Alan J. Hyatt, Esq.  
Hyatt & Weber, P.A.  
200 Westgate Circle, Suite 500  
Annapolis, MD 21401

L:\hyatt\1277.110\Agreement v2 BL.doc

Draft