

## REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between THORNTON WOOD CONDOMINIUM ASSOCIATION (an Unincorporated Association), ("LICENSOR") AND \_\_\_\_\_, ("LICENSEE").

A. Licensee is the fee simple owner of Unit Number \_\_\_\_\_, (the "Unit") in the Horizontal Property Regime known as Thornton Wood Condominium (the "Condominium").

B. Licensor is the condominium association of the Condominium established pursuant to that certain Declaration dated July 17, 1974, and recorded among the land Records of Baltimore County, Maryland, at Liber EHK, Jr. No. 5463, folio 314 (the "Declaration"), and as shown on the Record Plat recorded among such Land Records at Plat Book 3, folio 74-92; and,

C. Licensor is charged with the regulation and management of the common areas (the "Common Areas") of the Condominium as more particularly described and set forth in the Declaration and the By-laws of the Condominium.

D. The parties desire to enter into this Agreement to permit Licensee to install and use certain improvements consisting of a patio in and upon the Common Areas adjacent to the Unit.

NOW, THEREFORE, in consideration of one dollar (\$1.00), paid by Licensee to Licensor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a revocable perpetual license to install, maintain and use a patio (the "Improvements"), the location and specification of which are specifically described in a plan dated \_\_\_\_\_, which was approved by the Licensor on \_\_\_\_\_, (the "Plans and Specifications").

2. Use. The Improvements shall be used exclusively as a patio and for no other use or purpose.

3. Termination. The license hereby granted may be revoked and thereby terminated by Licensor by written notice to Licensee upon the occurrence of any of the following events:

- (a) Licensee fails to install the Improvements in accordance with the Plans and Specifications and in a good and workman-like manner;
- (b) Licensee makes or allows any change in or to the Improvements not shown in the Plans and Specifications and not otherwise approved in writing by Licensor;
- (c) Licensee fails to maintain the Improvements in good order and repair;
- (d) Licensor determines in its absolute and non-reviewable discretion that changes in circumstances of the Common Areas of the Condominium, including, without limitation, soil erosion and utility requirements, render revocation of the license hereby granted to be in the best interest of the unit owners of the Condominium; or,
- (e) License otherwise defaults in any term, covenant or condition of this Agreement.

5. Default. If Licensee defaults in its obligation to remove the Improvements pursuant to Section 4, of this Agreement, and such default shall continue for more than sixty (60) days after written notice from Licensor of termination of this Agreement, Licensor may, at Licensee's cost and expense, remove the Improvements and, in addition to all rights and remedies which Licensor may have at law or in equity, all costs of such removal and any attorney's fees incurred by Licensor; and, Licensee agrees that a lien on the Unit in the amount of such costs and fees shall be created in favor of Licensor and such lien shall be established and enforced in accordance with the Maryland Contract Lien Act.

7. **No Adverse Possession.** Licensee agrees that Licensee has no claim or color of title to the area in which the improvements are to be located and its use of the same pursuant to this Agreement will not give rise to any claim for adverse possession.

9. Successors and Assigns. This Agreement shall run with the land and bind and inure to the benefit of each of the parties and their respective personal representatives, successors, and assigns.

WITNESS:

THORNTON WOOD CONDOMINIUM ASSOCIATION

Name: \_\_\_\_\_

Title::

(SEAL)

Name Printed:

(SEAL)

Name Printed: \_\_\_\_\_

STATE OF \_\_\_\_\_)

) to wit:

CITY/COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_, of Thornton Wood Condominium Association, and that he /she, being authorized to do so, executed this Revocable License Agreement for the purposes contained therein.

AS WITNESS my hand and Notarial Seal:

\_\_\_\_\_(SEAL)  
Notary Public

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

STATE OF \_\_\_\_\_)

) to wit:

CITY/COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared \_\_\_\_\_, known to me, or satisfactorily proven to be the person whose name is subscribed to this Revocable License Agreement, and who acknowledged that he /she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal:

\_\_\_\_\_(SEAL)  
Notary Public

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

STATE OF \_\_\_\_\_)

) to wit:

CITY/COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared \_\_\_\_\_, known to me, or satisfactorily proven to be the person whose name is subscribed to this Revocable License Agreement, and who acknowledged that he /she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal:

\_\_\_\_\_(SEAL)  
Notary Public

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