

THIS MULTI-USE AGREEMENT, made this            day of FEB 27 1989  
19 , by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a  
municipal corporation (hereinafter "City"), and THAMES POINT  
ASSOCIATES, a Maryland general partnership (hereinafter "Developer"),  
and NATIONAL CAN CORPORATION, a Delaware corporation (hereinafter  
"National Can").

WHEREAS, the Developer has entered into a contract of sale  
with National Can for a parcel of land binding on the south side  
of the former bed of Lancaster Street as more particularly described  
in Exhibit "A" attached herewith for development as a commercial  
and residential condominium complex, the said portion of Lancaster  
Street having been closed by Ordinance No. 1177 approved July 2, 1954  
and Ordinance No. 1300 approved January 4, 1955 (hereinafter referred  
to as "City Property"); and

WHEREAS, the Developer wishes to extend a portion of its  
building into the air space of the City Property; and

WHEREAS, the Developer will require the use of a portion of the  
City Property during the construction of the proposed improvements  
and the air space above the City Property as aforesaid; and

WHEREAS, National Can requires the use of City Property for  
access to the remainder of its facility located in the area.

WHEREFORE, THIS AGREEMENT WITNESSETH, that in consideration  
of the premises, and the sum of \$10.00 paid by each party to the  
others, the parties hereto agree as follows:

a) The City hereby grants to the Developer the right to  
extend its building into the air space of the City Property.

b) That all plans for such encroachment as contemplated in  
(a) above must be approved by the Department of Housing and Community  
Development prior to construction.

c) The City hereby grants to the Developer a construction  
easement for the use of so much of the City Property as may be  
necessary for the construction of the improvements contemplated in  
(a) above.

d) The City hereby grants to Developer, its employees and agents,  
the right of ingress and egress over the City Property for the purpose  
of permanent access to its property.

e) City hereby grants to National Can, its employees and agents, the permanent right of ingress and egress over the City Property for the purpose of access to the remainder of its facility and the use of the north half of the City Property for the loading and temporary parking of vehicles and trucks to the extent necessary for National Can's operation of its facility.

f) That both the Developer and National Can agree that in their utilization of the City Property as granted above all efforts will be made to restrict the said use to only those areas that are necessary for the permitted use and that at no time will either party interfere with or effectively prevent the other from the full enjoyment of the uses hereby respectively granted.

g) That both the Developer and National Can hereby agree to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, expenses and costs of every nature and description to which the City, its agents or employees, may be subject to by reason of the Developer's and/or National Can's respective use of the City Property.

h) That the Developer upon completion of the construction contemplated in paragraph (a) above shall restore the area of City Property utilized pursuant to paragraph (c) above to the condition existing at the commencement of its construction in accordance with all applicable laws, rules, regulations. Failure of the Developer to commence restoration and to diligently proceed thereafter within 10 business days of receipt of notice, delineating extent of restoration work required, will give City the right to effect the required restoration, the cost of which shall constitute a municipal lien on the Developer's property.

i) That the Developer and National Can respectively agree to maintain the areas of their respective use free of debris and, except as to the extent elsewhere herein permitted, free of obstruction.

j) That should at any time any party to this Agreement be effectively denied its permitted use in and to the City Property or in the event of any breach of a covenant or agreement contained

herein, the aggrieved party shall send notice to the obstructing party, outlining the nature of the obstruction or breach and if such condition is not corrected or rectification commenced within 10 business days of the date of receipt of said notice the City may at its option terminate the uses extended to both the Developer and National Can hereunder. All property owned by National Can or Developer located within the City Property shall be removed by the respective owner prior to such termination.

k) The City in extending to the Developer and National Can the authorized uses makes no representation or warranty as to the fitness or suitability of the areas for the proposed uses.

l) Should in the sole discretion of the City, the City Property be in need of repair, resurfacing or any other reasonable maintenance, the City at its option shall affect the said repair, resurfacing or maintenance, the total cost of which shall be shared equally by National Can and the Developer.

m) The Developer and National Can respectively agree to obtain or cause to be obtained, so long as this Agreement shall remain in effect public liability insurance, the minimum limits of which shall be \$500,000.00, in the event of injury or death of one person and \$1,000,000.00 in the event of injury or death of more than one person and property damage insurance, the minimum limit of which shall be \$50,000.00. All policies of insurance shall be in form and with companies approved by the City. Prior to the expiration dates of each of the said policies of insurance, the Developer and National Can will deliver to the City copies of a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the City. The limits of the aforesaid insurance policies shall be subject to review by the City every fifth year of this Agreement and shall be adjusted to limits that the City deems reasonable to insure its interest.

n) All notices required or permitted under the terms of this Agreement to be given by any party hereto shall be in

writing by the respective parties and shall be sent to the parties and addressed as follows:

MAYOR AND CITY COUNCIL OF BALTIMORE  
c/o M.J. Brodie, Commissioner of  
Department of Housing and  
Community Development  
222 East Saratoga Street  
Baltimore, Maryland 21202

with copies to:

Francis W. Kuchta, Director Public Works  
200 Holliday Street  
600 Municipal Office Building  
Baltimore, Maryland 21202

Benjamin L. Brown, City Solicitor  
1st Floor  
City Hall  
Baltimore, Maryland 21202

THAMES POINT ASSOCIATES  
c/o *JOSEPH SCHWARTZ*  
131 E. Redwood Street  
Baltimore, Maryland 21201

NATIONAL CAN CORPORATION  
c/o *CORPORATE SECRETARY*  
8101 West Higgins Road  
Chicago, Illinois 60631  
Attn: Corporate Secretary

In addition to the parties above listed, copies of all notices shall be forwarded to the following parties at the addresses listed during the period of their involvement or participation in the financing of the proposed condominium complex to be undertaken by the Developer:

CALVERT SAVINGS & LOAN ASSOCIATION, INC.  
c/o Marvin D. Rosenthal, President  
6800 Loch Raven Blvd.  
Baltimore, Maryland 21204

CITY LOAN AND GUARANTEE PROGRAM  
c/o Charles L. Benton &  
Lawrence B. Daley, Trustees  
4th Floor  
City Hall  
Baltimore, Maryland 21202

All notices shall be deemed to have been properly served only if sent by registered or certified mail to the persons at the addresses designated as above provided (or to any other person at the address which either party may hereafter designate by written notice to the other party), a copy of all notices shall be sent to the remaining party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ATTEST

MAYOR AND CITY COUNCIL OF BALTIMORE

Lawrence B. Daley  
Lawrence B. Daley  
Custodian of the City Seal

BY William Donald Schaefer  
MAYOR

WITNESS

THAMES POINT ASSOCIATES

Richard Schaefer

BY Craig M. Kessler  
General Partner

General Partner

ATTEST WITNESS

NATIONAL CAN CORPORATION

Scott J. Kelly

BY William A. Francis  
Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this FEB 27 1980 day of February, 1980 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WILLIAM DONALD SCHAEFER, Mayor of Baltimore City, and he acknowledged the foregoing Multi-Use Agreement to be the act and deed of the Mayor and City Council of Baltimore.

WITNESS my hand and Notarial Seal.



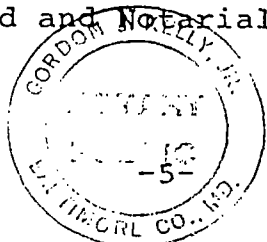
Harry E. Fuller  
NOTARY PUBLIC

My commission expires: 7-1-82

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 27th day of February, 1980, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared William A. Francis, who acknowledged himself to be the Vice-President of the Grantor Corporation, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing, in my presence, the name of the said corporation by himself as Vice-President.

WITNESS my hand and Notarial Seal.



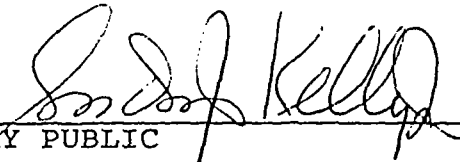
Gordon M. Kelly  
NOTARY PUBLIC

My commission expires: 7-1-82

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 27th, day of February, 1980 before me the subscriber, a Notary Public of the State of Maryland, personally appeared *Craig M. Lussi* General Partner of the Thames Point Associates, and acknowledged that they executed the foregoing Multi-Use Agreement for the purposes therein contained.

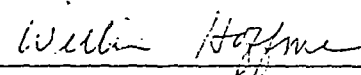
WITNESS my hand and Notarial Seal.

  
NOTARY PUBLIC

My commission expires: 7-1-82

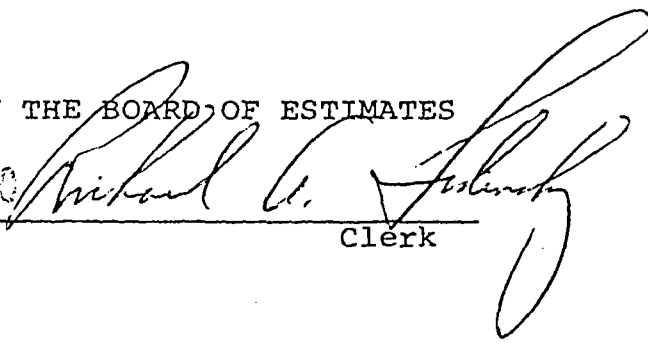
Approved as to form and legal sufficiency this 26th day of February 1980.

  
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APPROVED BY THE BOARD OF ESTIMATES

FEB 27 1980  
Date

  
Clerk