



Howard County
Internal Memorandum

Subject: Testimony & Fiscal Impact Statement

Council Bill No. ___ - 2026, an Act pursuant to Section 612 of the Howard County Charter, approving a Fourth Amendment to Lease between Howard County, Maryland and Merritt-CPTF Lynwood, LLC, a Maryland limited liability company, for 12,477 square feet for the lease of space at 6095 Marshalee Drive, Elkridge, Maryland, during a multi-year term; and authorizing the County Executive to take certain actions in connection with the Fourth Amendment to Lease.

To: Brandee Ganz,
Chief Administrative Officer

From: Samantha M. Cobb *Empowered for*
Department of General Services

Date: May 21, 2026

The Department of General Services has been designated coordinator for preparation of testimony relative to approval of a Fourth Amendment to Lease between Howard County, Maryland (the "County") and Merritt-CPTF Lynwood, LLC (the "Landlord") for the County to extend the term of the lease for an additional period of five (5) years for the lease of space in the building known as 6095 Marshalee Drive (the "Building") comprising 12,477 square feet for the Howard County Police Department Automated Enforcement program.

The County and Newtower Trust Company Multi-Employer Property Trust (Landlord's predecessor-in-interest) entered into a Lease Agreement dated August 21, 2018 (the "Lease Agreement") for a term of five (5) years with one (1) option to extend the term for an additional period of three (3) years for the lease of space consisting of 30,192 square feet comprised of (i) 4,561 square feet of space on the first floor of the Building and designated as Suite 120 for the former Howard County Land Records Office, (ii) 1,744 square feet of space on the first floor of the Building and designated as Suite 140 for the Automated Enforcement program, (iii) 10,848 square feet of space on the second floor of the Building and designated as Suite 220-230 for the Automated Enforcement program, and (iv) 13,039 square feet of space on the second floor of the Building and designated as Suite 260-290 for the former Sheriff's Office and a fitness center, and subsequently used by the Howard County Office of Human Resources and the Howard County Risk Management office (the "Original Premises").

Pursuant to Section 2(d) of the Lease Agreement, the County had an option to terminate all or a portion of the Original Premises.

The County and the Landlord entered into an Amendment to Lease dated February 16, 2022 (the "First Amendment") to (a) confirm the County exercised its termination option with respect to portion of the Original Premises consisting of 5,548 square feet comprised of (i) 4,561 square feet of Suite 120, and (ii) a 987 square feet portion of Suite 260-290 used for the fitness center, and (b) redefine the Original Premises to consist of 24,644 square feet (the "Amended Premises").

Pursuant to Section 5 of the First Amendment, the extension option set forth in Section 2(a) of the Lease shall only be applicable to (i) the Original Premises as redefined in the First Amendment, (ii) Suite 140, (iii) Suite 220-230, (iv) Suite 260-290, or (v) Suite 140 and Suite 220-230.

The County and the Landlord entered into a Second Amendment to Lease dated July 15, 2024 (the "Second Amendment") to (a) confirm the County exercised its extension option extending the term for a period of three (3) years effective July 1, 2024 with respect to Suite 140 and Suite 220-230, (b)

surrender Suite 260-290, including the portion of Suite 260-290 for the shared ingress and egress area for Suite 220-230 and Suite 260-290 comprised of a 115 square feet (the "Shared Ingress and Egress Area"), and (c) redefine the Amended Premises to consist of 12,477 square feet (the "Premises").

The County and the Landlord entered into a Third Amendment to Lease dated September 4, 2024 (the "Third Amendment") for the Landlord to perform the work with respect to removal of the Shared Ingress and Egress Area.

The term of the Lease Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, is set to expire on June 30, 2027.

The County and Landlord desire to enter into a Fourth Amendment to Lease, attached, for a term of five (5) years, with the option to extend the term for one (1) additional period of five (5) years.

The Fourth Amendment to Lease requires payment by the County of funds from an appropriation in later fiscal years and therefore requires County Council approval as a multi-year agreement pursuant to Section 612 of the Howard County Charter.

Representatives of this department will be present at the public hearing to answer any questions or concerns. If you require any further information concerning this matter or have any additional questions, please do not hesitate to contact me at your convenience.

Term:	Annual Rate:	Monthly Rate:*	Per Sq. Ft.:
7/1/27 - 6/30/28	\$299,448.00	\$24,954.00	\$24.00
7/1/28 - 6/30/29	\$306,185.64	\$25,515.47	\$24.54
7/1/29 - 6/30/30	\$313,047.96	\$26,087.33	\$25.09
7/1/30 - 6/30/31	\$320,035.08	\$26,669.59	\$25.65
7/1/31 - 6/30/32	\$327,271.68	\$27,272.64	\$26.23

cc: Jennifer Sager
File