

Introduced 5/1/17
Public Hearing 5/15/17
Council Action 6/5/17
Executive Action 6/9/17
Effective Date 6/9/17

County Council of Howard County, Maryland

2017 Legislative Session

Legislative Day No. 7

Bill No. 36-2017

Introduced by: The Chairperson at the request of the County Executive

AN ACT pursuant to Section 612 of the Howard County Charter, approving a Fourth Renewal and Amendment of Lease between Howard County, Maryland and the Anne Arundel County Tipton Airport Authority for the lease of certain space used by the County to store the County's helicopter located at 7515 General Aviation Drive, Fort Meade; authorizing the County Executive to make changes to the Amendment, under certain conditions; authorizing the County Executive to execute the Amendment; and generally relating to the Amendment.

Introduced and read first time May 1, 2017. Ordered posted and hearing scheduled.
By order Jessica Feldmark
Jessica Feldmark, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on May 15, 2017.
By order Jessica Feldmark
Jessica Feldmark, Administrator

This Bill was read the third time on June 5, 2017 and Passed , Passed with amendments _____, Failed _____.
By order Jessica Feldmark
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 6th day of June, 2017 at 4 a.m./p.m.
By order Jessica Feldmark
Jessica Feldmark, Administrator

Approved Vetoed by the County Executive June 9, 2017
Allan H. Kittleman
Allan H. Kittleman, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, Howard County, Maryland is the owner of a helicopter that is
2 currently stored pursuant to a Lease with Anne Arundel County Tipton Airport Authority,
3 attached as Exhibit A; and
4

5 **WHEREAS**, the County leases approximately 2,614 square feet within Hangar
6 84 located at 7515 General Aviation Drive, Fort Meade, Anne Arundel County,
7 Maryland; and
8

9 **WHEREAS**, the initial Lease commenced on August 1, 2013 for a term of one
10 year and expired on July 31, 2014; and
11

12 **WHEREAS**, the initial Lease has been renewed three times for one year terms;
13 and
14

15 **WHEREAS**, the parties have agreed to extend the term of the Lease for an
16 additional three years commencing on August 1, 2017 and ending on July 31, 2020; and
17

18 **WHEREAS**, the County wishes to enter into a Fourth Renewal and Amendment
19 of Lease, substantially in the form attached hereto as Exhibit B, in order to extend the
20 term through July 31, 2020; and
21

22 **WHEREAS**, such a renewal term requires the payment by the County of funds
23 from an appropriation in a later fiscal year and therefore requires County Council
24 approval as a multi-year agreement pursuant to Section 612 of the Howard County
25 Charter.
26

27 **NOW, THEREFORE,**
28

29 *Section 1. Be It Enacted by the County Council of Howard County, Maryland that in*
30 *accordance with Section 612 of the Howard County Charter, it approves the Fourth*

1 *Renewal and Amendment of Lease between Howard County, Maryland and Anne Arundel*
2 *County Tipton Airport Authority, substantially in the form attached as Exhibit B.*

3

4 ***Section 2. And Be It Further Enacted*** by the County Council of Howard County,
5 *Maryland that the County Executive is hereby authorized to renew the Fourth Renewal*
6 *and Amendment of Lease in the name of and on behalf of the County.*

7

8 ***Section 3. And Be It Further Enacted*** by the County Council of Howard County,
9 *Maryland that the County Executive, prior to execution and delivery of the Fourth*
10 *Renewal and Amendment of Lease, may make such changes or modifications to the*
11 *Amendment as he deems appropriate in order to accomplish the purpose of the*
12 *transactions authorized by this Act, provided that such changes or modifications shall be*
13 *within the scope of the transactions authorized by this Act; and the execution of the*
14 *Amendment by the County Executive shall be conclusive evidence of the approval by the*
15 *County Executive of all changes or modifications to the Amendment, and the Amendment*
16 *shall thereupon become binding upon the County in accordance with its terms.*

17

18 ***Section 4. And Be It Further Enacted*** by the County Council of Howard County,
19 *Maryland that this Act shall be effective immediately upon its enactment.*

LEASE

THIS LEASE is made this 1st day of August, 2013 (the "Lease Commencement Date") between ANNE ARUNDEL COUNTY TIPTON AIRPORT AUTHORITY (the "Landlord"), a Maryland Public corporation, having an address at 7515 General Aviation Drive, Suite 1, Fort Meade, Maryland 20755, and HOWARD COUNTY, MARYLAND (the "Tenant"), a body corporate and politic, having an address at 3430 Court House Drive, Ellicott City, Maryland 21043.

**SECTION 1
DEMISE OF PREMISES; CONDITION OF PREMISES; TERM**

(a) Landlord owns the Land and the Premises (defined below) pursuant to a deed from the U.S. Army dated July 2, 2001 and recorded in the Land Records of Anne Arundel County, Maryland at Liber 10552, folio 716 (the "Deed").

(b) Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, leases to Tenant and Tenant leases from Landlord, the space, described below, within Hangar 84 (Hangar 84 also referred to as the "Building", which Building together with improvements, and surrounding property are collectively referred to as the "Land" and more fully identified on the attached Exhibit A, made a part hereof):

- i. 817 square feet (as measured from the inside finish of the exterior building walls) of second floor office and storage space;
- ii. 800 square feet of hangar space, to store and house one (1) Bell 407 helicopter, with the Registration Mark (tail number) N407HC; and
- iii. 997 square feet of first floor storage space.

The areas described in this section 1.(b).i., ii. and iii. above are collectively referred to as the "Premises" and more fully identified on the attached Exhibit B, made a part hereof. Landlord hereby grants to the Tenant a non-exclusive right to use (1) all stairways, lobbies, hallways and other common areas of the Building, and (2) all portions of the Land, including, without limitation, all parking areas, driveways, and sidewalks for parking and for vehicular and pedestrian ingress and egress to and from the Building and the Premises. Such right shall be exercised in common with the Landlord and other tenants and their respective employees and invitees. Tenant acknowledges that it has inspected the Premises and accepts the same in an "as is" and "where is" condition.

(c) The term of this Lease shall be for a period of one (1) year beginning on the Lease Commencement Date and ending 365 days thereafter (the "Term").

(d) If, at the end of the Term of this Lease, (i) Tenant is not in default of any of the terms, conditions or covenants of this Lease, beyond any applicable notice and cure

period, and (ii) Tenant has not assigned or sublet the Leased Premises, except as permitted herein, then Tenant may exercise its "Renewal Option" for another one-year Term. Tenant shall have five (5) individual "Renewal Terms" of one (1) year (each Renewal Term referred to as the "Term") upon the same terms and conditions contained in this Lease, except that the Annual Rent for each renewal term shall be One Hundred Three percent (103%) of the immediately preceding Annual Rent. Tenant shall exercise its Renewal Option by giving Landlord written notice at least one hundred twenty (120) days prior to the expiration of the then current Term.

(e) Notwithstanding anything to the contrary contained herein, both Landlord and Tenant may terminate this Lease by giving notice to the other at any time, whereupon this Lease shall terminate ninety (90) days after such written notice. Upon terminating this Lease as provided in this Section 1.(e), neither party shall have any further obligation under this Lease.

SECTION 2 ANNUAL RENT

(a) The following are definitions of defined terms used in this Lease:

"Annual Rent" shall mean all rental payments provided for in this Section 2 that shall be due pursuant to Section 2(b) hereof.

"Additional Rent" shall mean payments other than Annual Rent that are due on a monthly basis, and shall include, but are not limited to, taxes, Common Area Maintenance charges, utilities, use fees, late fees and bad check charges as well as any other payments referred to in any of the provisions of this Lease which accrue while this Lease is in effect.

(b) During the Term, the Annual Rent for the Premises shall be Twenty-seven Thousand Six Hundred Eighty-two Dollars and Twenty-six Cents (\$27,682.26), payable in equal monthly installments of Two Thousand Three Hundred Six Dollars and Eighty-six Cents (\$2,306.86). The Annual Rent and Additional Rent per square foot paid by Tenant shall be no greater than the Annual Rent or Additional Rent paid per square foot for space by any other tenant leasing space in the Building.

(c) The monthly installments due during the first and last months of the Term shall be prorated to the extent that the Term begins or ends on a date other than the first or last day of the month. All rental payments provided for in this Section 2.(d) are referred to as Annual Rent. Monthly installments of Annual Rent shall be paid, in advance, on the first day of each month of each year during the Term, without previous demand and, except as otherwise provided herein, without deduction, set-off, recoupment, or counter-claim. Payments shall be made to Landlord at its address above, or at such other address as Landlord may provide to Tenant, and in the manner above provided.

(d) In the event that any monthly installment of Annual Rent shall be past due more than ten (10) days, Landlord may require Tenant to pay to Landlord, as Additional Rent, a late charge equal to five percent (5%) of the unpaid installment of Annual Rent then due. The late charge will be applied each month to the unpaid balance due.

(e) Any check returned for insufficient funds shall be subject to a Fifty Dollar (\$50) fee.

SECTION 3 COMMON AREA MAINTENANCE

Various Common Area Maintenance charges allocated to the area surrounding the Building and also applicable to the Building include, but are not limited to, repair and maintenance and shall be paid by Tenant as Additional Rent on a pro rata basis based on the square footage of the Premises vis-à-vis the total square footage of the Building. Tenant's pro rata share is Seven and 46/100ths percent (7.46%) ("Tenant's Share"). For the Term, the Common Area Maintenance charge shall be a flat Fifty Cents (50¢) per square foot per annum payable monthly. If Tenant exercises a Renewal Option, then Landlord will either decrease or increase the Common Area Maintenance charge depending upon the prior Term's actual costs. The Common Area Maintenance charge shall be paid, in advance, on the first day of each month of each year during the Term, without previous demand and, except as otherwise provided herein, without deduction, set-off, recoupment, or counter-claim. In the event that any monthly installment of Common Area Maintenance charges shall be past due more than ten (10) days, Landlord may require Tenant to pay to Landlord, as Additional Rent, a late charge equal to five percent (5%) of the unpaid installment of Common Area Maintenance charges then due. The late charge will be applied each month to the unpaid balance due.

The Tenant may request a copy of all bills that are used to calculate the amount of the Common Area Maintenance charge. If the Tenant substantiates that the Common Area Maintenance charge being assessed against the Tenant exceeds the amount permitted under this Section 3, then the amount shall be adjusted accordingly.

SECTION 4 TAXES

The parties acknowledge that the Land is currently exempt from real estate taxes.

SECTION 5 USE FEES; UTILITIES

Tenant covenants and agrees to pay, when billed, as Additional Rent, collectible in the same manner as the Annual Rent, Tenant's Share of all fees and charges arising out of its use of the Premises and all charges for minor privileges occasioned by the

occupancy of Tenant. Tenant also covenants and agrees to pay, when billed, as Additional Rent, collectible in the same manner as the Annual Rent, Tenant's Share of all charges for gas, electric current, heating fuel, water, sewer service, and any other utilities used in or on the Building during the Term, together with all charges for trash removal (if any); provided, however, that should Tenant install any equipment requiring abnormally high utility usage (as reasonably determined and substantiated by the Landlord), Landlord may require Tenant to separately meter such equipment, at Tenant's expense, and Tenant agrees to pay the additional charges based on such meter readings. In the event that any monthly payment of fees and charges required under this Section 5 shall be past due more than ten (10) days, Landlord may require Tenant to pay to Landlord, as Additional Rent, a late charge equal to five percent (5%) of the unpaid installment of said fees and charges then due. The late charge will be applied each month to the unpaid balance due.

SECTION 6 USE

Tenant shall be entitled to use the Premises to conduct aviation related law enforcement activities, and for no other purposes. Tenant agrees to use and maintain the Premises in a clean, safe, orderly, and sanitary manner, and in accordance with all applicable laws. Notwithstanding anything to the contrary contained herein, Tenant acknowledges Sections 8.F and 8.G of the Deed, pursuant to which the United States of America has reserved the right to use and control the Land, including the Building and the Premises. Any such use or control that materially interferes with Tenant's business or operations shall be cause for a total rent abatement during the period of such use or control by the United States, and if such use or control shall continue for a period longer than ninety (90) days, Tenant shall have the right, as Tenant's sole remedy therefor, to terminate this Lease without any further obligation hereunder.

SECTION 7 KEYS

Tenant acknowledges receipt of (2) exterior door keys to gain access to the Building and (2) interior door keys to gain access to the Premises. The keys are for the exclusive use of the Tenant and shall not be duplicated. Additional copies of keys can be requested from Landlord at Tenant's expense.

SECTION 8 MAINTENANCE

(a) Landlord shall maintain and make all repairs to (i) the structural elements of the Building, including but not limited to structural columns and floors, (ii) the roof, (iii) the exterior walls, and (iv) all utility lines from adjacent streets to the Building and those servicing the Building from the inside, including, but not limited to, electric, water, gas and sewer lines, (v) the HVAC systems serving the Building, (vi) all doors and windows, including the large hangar doors serving the Building, but excluding any doors in the

interior of the office damaged by Tenant, (vii) all lighting, including high-bay lighting fixtures and re-lamping of same, but excluding the replacement of ordinary light bulbs in Tenant's furnishings, (viii) the fire suppression system, and (ix) all Common Areas within the Building including hallway fixtures, common area restrooms, and all other areas of the Building deemed to be part of the Common Area.

(b) Tenant shall maintain and make the following repairs to the interior elements of the Premises, ordinary wear and tear excepted: (i) floor surfaces requiring only surface treatment and not replacement, (ii) interior walls damaged by Tenant, and (iii) heating, air conditioning and ventilation equipment installed by the Tenant. Notwithstanding the foregoing, Landlord shall cause all contractors, manufacturers, suppliers or vendors to correct, repair or replace all work performed or all equipment or materials installed in connection with any repairs which Landlord is obligated to cause to be made hereunder, in accordance with applicable warranties.

(c) Tenant will, at the expiration of the Term or at the sooner termination by forfeiture or otherwise, deliver the Premises to Landlord broom clean and in the same good order and condition as it was at the Lease Commencement Date, reasonable wear and tear accepted. Tenant shall not, however, be liable to repair any damage caused by an insured casualty. Tenant shall be charged with the protection of its own property, and in no event shall Landlord be liable for any damage to such property by reason of fire, other casualty, the elements, leakage of water or steam, unless the same is caused by Landlord's failure to perform its obligations hereunder.

(d) If Tenant shall fail to perform any obligation as required under this Section, and, except in an emergency situation, such failure shall continue for thirty (30) days after written notice thereof by Landlord (unless performance cannot reasonably be completed within said thirty (30) day period, and Tenant has commenced performance within such period and diligently pursues completion thereof), Landlord may perform such obligation without liability to Tenant for any loss or damage, and upon completion thereof, Tenant shall pay the reasonable cost for performing such obligation (together with interest at the rate of ten percent (10%) per annum until paid) upon presentation to Tenant of a bill therefore. In the event of an emergency, Landlord may commence to perform such obligation immediately.

(e) Tenant has read and understands the environmental disclosures contained in Section 12 of the Deed (the "Disclosures"). Landlord has received notice of a determination by the United States that remediation of the Land is complete and is therefore not required to comply with Section 13 of the Deed. The Disclosures are hereby incorporated into this Lease as required by the Deed. Tenant agrees to use reasonable efforts to conduct its business in a manner that is consistent with the requirements of the Disclosures, but does not assume any responsibility of Landlord. Tenant does not release Landlord from any liability for which Landlord may be responsible. Landlord acknowledges and agrees that responsibilities of the Landlord described in the Disclosures are not the responsibilities of the Tenant. Landlord further agrees that Landlord shall be solely responsible for obtaining any consent of the Army

or the United States required by the Disclosures for improvements Landlord or Tenant agree to make with respect to or affecting the Premises. Landlord covenants that no equipment containing PCBs exists on the Premises and has notified Tenant in writing of the location on the Land of all equipment containing PCBs. Landlord agrees to notify Tenant immediately if, at any time during the term, any of the equipment on the Land containing PCBs begins to leak. Landlord also covenants that there is no lead paint or asbestos in or on the Premises or the Building.

SECTION 9 ALTERATIONS

(a) Tenant shall make no material alterations, additions or changes to the Premises without first securing the written consent of Landlord. Any such alterations, additions, or changes shall be made at Tenant's expense. If any such alterations, additions, or changes would normally be deemed to be fixtures, then at the expiration of the Term, or the sooner termination, the fixtures will become the property of Landlord, or, at Landlord's option, the Premises shall be restored to its former condition at the expense of Tenant. At the time of the approval, Landlord shall provide notice to the Tenant whether Tenant will have to remove the fixtures.

(b) Tenant will, in making any alterations, additions, changes, or repairs, as well as in its use of the Premises, fully comply with all Federal, State and local laws and ordinances and regulations of all public authorities, as well as the requirements of the Association of Fire Underwriters, or similar governing insurance body, all at Tenant's expense. Tenant covenants, at its own expense, promptly to comply with and do all things required by any notice served upon it or upon Landlord in relation to the Premises or any part thereof, from any public authority, if the same shall be caused by Tenant's use of the Premises, or any alteration, addition, or change thereof. Tenant covenants that no liens shall attach to the Premises by virtue of any alterations, additions, or changes made by Tenant, and that if any such lien is filed, Tenant will cause the same to be removed or bonded-off within thirty (30) days.

SECTION 10 SUBLETTING OR ASSIGNMENT

Tenant shall not, by operation of law or otherwise, sublet, assign, sell, mortgage, pledge or in any manner transfer or encumber this Lease or the Premises or any interest therein, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion, and shall, in all respect, be governed by the terms and provisions of this Section 10. Tenant must request Landlord's consent to a subletting or assignment in writing not less than sixty (60) days prior to the commencement date of the proposed subletting or assignment, which request must include (i) the name and address of the proposed sublessee or assignee, (ii) the nature and character of the business of the proposed sublessee or assignee, (iii) financial information of the proposed sublessee or assignee and its personal guarantors, and (iv) a copy of the proposed sublease or assignment agreement, which

must be in substance and form acceptable to the Landlord. Tenant shall also provide such further and additional information which Landlord reasonably requests. Within ten (10) days of commencement of the sublease, Tenant shall provide Landlord with a copy of the fully executed sublease document and any amendments thereto.

In the event that Tenant sublets all or any portion of the Premises, Tenant shall pay to Landlord, as "Additional Rent", as and when received by Tenant, in an amount equal to fifty percent (50%) of the difference between (a) all sums paid to Tenant or its agent by or on behalf of such subtenant under the sublease (less out of pocket costs incurred in connection with the sublease) and (b) the monthly rent installment and Additional Rent paid by Tenant under this Lease attributable to the portion of the Premises sublet.

In the event of an assignment, the Tenant shall be released from all obligations under the Lease.

Any subletting or assignment not in conformity with the terms of this Lease shall be void. Tenant shall reimburse Landlord for its reasonable attorney's fees and other third party expenses incurred in reviewing any request for consent whether or not such consent is granted. Tenant shall not collaterally assign, mortgage, pledge, hypothecate, or otherwise encumber the Premises, this Lease or any of the Tenant's rights hereunder without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion.

Notwithstanding any sublease of any portion of the Premises, the original Tenant named herein and the Guarantor(s) hereof, if any, shall remain fully liable on this Lease. Any violation of any provision of this Lease by any Sublessee shall be deemed a violation of the original Tenant hereunder, it being the intention and meaning that the original Tenant named herein shall remain liable to Landlord for any and all acts and omissions of any sublessee. If Tenant shall fail to make any monthly rent installments, which non-payment continues for a period of in excess of thirty (30) days, after notice of said non-payment to Tenant, Landlord may collect rent directly from any sublessee and apply the amounts collected to Tenant's unpaid monthly rent obligation and/or Additional Rent.

SECTION 11 INDEMNITY; LIABILITY INSURANCE AND WAIVER OF CLAIMS

This Section 11 is subject to the provision for self-insurance as set forth in Section 11.(e) below.

(a) Landlord agrees to obtain and maintain in effect at all times during the Term, as an operating cost of the Building, fire and all risk insurance insuring the Building, but excluding the contents of the Premises and any alterations, in such amounts as Landlord shall reasonably determine. Landlord shall obtain an express waiver of any right of subrogation by the insurance company against Tenant.

(b) Tenant, at Tenant's sole cost and expense, shall obtain and maintain in effect at all times during the Term, policies of insurance covering Tenant improvements, alterations, fixtures, equipment and furnishing installed and located on, in or about the Premises for the full replacement value of said items. Any and all proceeds of such insurance, so long as the Lease shall remain in effect, shall be used first to repair or replace or pay for the items so insured.

(c) Tenant, at Tenant's sole cost and expense, shall obtain and maintain in effect at all times during the Term a Commercial policy, with limits for Premises Liability of at least \$1,000,000 combined single limit and Aircraft operations of at least \$1,000,000 combined single limit, subject to \$100,000 bodily injury per passenger protecting against any liability occasioned by any occurrence in, on or about the Premises, against which Tenant is required to indemnify Landlord: Such policy to provide coverage naming Landlord and (at Landlord's request) any mortgagee of the Building and any management agent as additional insured(s), protecting Landlord, Tenant and any such mortgagee and management agent against any and all liability for bodily injury, death or property damage occurring upon, in or about any part of the Building, the Premises or any appurtenances thereto. All such limits may be adjusted by Landlord from time to time consistent with the practice of prudent landlords for comparable buildings.

(d) All insurance policies obtained by Tenant shall be written with companies licensed to do business in the State of Maryland, having a Best Rating of least "A" and otherwise reasonably satisfactory to Landlord, shall contain such provisions, conditions, and additional insured as Landlord shall reasonably require (Landlord hereby requiring that Landlord be named as additional insured in all such policies), and shall contain an express waiver of any right of subrogation by the insurance company against Landlord. Landlord and Tenant hereby release any claims and waive any rights of subrogation against the other arising out of an insured casualty (or casualty required to be insured therein). With respect to each of the insurance policies herein required to be procured by Tenant on or before the Lease Commencement Date and before any such insurance policy shall expire, Tenant shall deliver to Landlord certificates of insurance or certified copies of, or duplicate originals of, each such policy or renewal thereof, as the case may be, together with evidence of payment of all applicable premiums. Each policy shall contain an endorsement that will prohibit its cancellation or material modification without thirty (30) days advance written notice to Landlord.

(e) Notwithstanding the insurance requirements above, Landlord consents to self-insurance by the original Tenant named herein as coverage for the requirements in this Section. Landlord acknowledges that Tenant's self-insurance shall not name Landlord as an additional insured. The right of such self-insurance shall not extend to any sublessee, assignee or other occupant of the Premises, which such sublessee, assignee or other occupant shall in all events comply with and perform the obligations of this Section 11.

SECTION 12
QUIET ENJOYMENT; SUBORDINATION TO MORTGAGES AND NON-
DISTURBANCE

Provided Tenant is not in default hereunder, Tenant shall have quiet enjoyment of the Premises during the term of this Lease. Tenant agrees that this Lease is and shall at all times be subordinate to any mortgages, deeds of trust or other security interest which now or hereafter creates a lien against the Land and therefore the Premises, but only when such mortgagee, trustee or beneficiary under such deed of trust or other security interest (collectively a "Mortgagee") agrees that so long as Tenant is not in default under the terms of this Lease and otherwise performs all terms and conditions on Tenant's part to be performed, Tenant's possession and quiet enjoyment of the Premises shall not be disturbed by such Mortgagee. Tenant agrees to execute and deliver and Landlord agrees to cause any Mortgagee to execute and deliver reasonable instruments requested by the other effecting the terms of this Section 12.

SECTION 13
INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during regular business hours upon twenty-four (24) hours prior notice, except in an emergency, in which event no prior notice shall be required, and to place upon the Premises, where Landlord shall choose, for and during the period of three (3) months prior to the termination of this Lease "for rent" notices or signs.

SECTION 14
CONDEMNATION

If the whole or any part of the Premises shall be taken under the power of eminent domain, or shall be sold by Landlord under threat of condemnation proceedings, then this Lease shall terminate as to the part so taken or sold on the day when Tenant is required to yield possession, and Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken or sold to useful condition, and the Annual Rent shall be reduced proportionately as to the portion of the Premises so taken or sold. If the amount of the Premises so taken or sold is such as to impair the usefulness of the Premises for the purposes for which the same is being used by the Tenant, then the Tenant shall have the option to terminate this Lease as of the date when Tenant is required to yield possession. In any and all events, all compensation awarded or paid for any such taking or sale of the fee and the leasehold, or any part thereof, shall belong to and be the sole property of Landlord, except for such sum as shall be awarded to Tenant for relocation of its business, or on account of the taking of fixtures installed by Tenant or any other damages to which Tenant may be entitled at law. Landlord shall notify Tenant within ten (10) days of receipt of notice of condemnation, and Tenant, at its own expense, shall be entitled to participate in any proceedings pertaining thereto.

**SECTION 15
FAA COMPLIANCE REQUIREMENTS**

Tenant agrees that during the term of this Lease and any extension thereof, it will, at all times, carry on its trade or business as well as maintain the demised Premises in full conformity and compliance with existing rules and regulations promulgated by and as determined by the Secretary of the U.S. Department of Transportation, acting by and through the Administrator of the Federal Aviation Administration ("FAA") or his successor in function. Tenant further acknowledges that in the event any portion or provision of the Lease shall be determined by the FAA as not being in compliance with the Landlord's Grant Assurances, then in such event Tenant consents to any such Lease modification as will bring it in full compliance.

**SECTION 16
TENANT'S ACKNOWLEDGEMENT OF CONDITIONS OF THE DEMISED PREMISES**

Tenant acknowledges that it has inspected and accepts the physical condition and current level of environmental hazards which may exist on the Premises. Tenant further understands and agrees that the Premises and every part thereof is being offered in an "AS IS" and "WHERE IS" condition without any representation, warranty or guaranty by the Landlord as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purposes for which intended, except as required pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. § 9601 (12) *et seq.* (1980) ("CERCLA"). Tenant further acknowledges that there is no obligation on the part of the Landlord to make any alterations, repairs or additions, except as provided in Section 8 in this Lease, and further that the Landlord shall not be liable for any patent defects in the Premises, unless otherwise provided in this Lease. Tenant further acknowledges that the Landlord has made no representation or warranty of any kind or nature concerning the condition and state of repair of the Premises under any agreement or promise to alter, improve, adapt, or repair any portion of the Premises, except as provided in this Lease and provided by law. Tenant further acknowledges that it has been fully informed by Landlord that the Land, Building and Premises had formerly been used as a Department of Defense training facility and may contain ordnance and explosives ("OE"), including unexploded ordnance ("UXO"). Tenant agrees at Landlord's request to execute a statement in writing, on a form prepared by the Landlord, certifying that the Tenant has notified all of its employees of the terms and conditions of this Lease provision. Landlord has represented that the Department of Defense has completed some remediation of environmental matters and that the Department of Defense is consulted when there is a question regarding UXO locations.

**SECTION 17
DEFAULT OF TENANT; REMEDIES OF LANDLORD**

(a) The occurrence of any of the following shall constitute a default (hereinafter called "Default"):

- i. the appointment of a receiver or trustee for Tenant in any court, which appointment is not vacated in sixty (60) days, or
- ii. the adjudication of Tenant as bankrupt or insolvent, or
- iii. the assignment by Tenant for the benefit of creditors; or
- iv. the failure of Tenant to pay the Annual Rent or Additional Rent reserved hereunder, which rent shall remain uncured for a period of (10) days after it is due, or
- v. the violation of any of the other terms, covenants, or conditions of this Lease by Tenant, which violation shall remain uncured for a period of thirty (30) days after notice thereof in writing from Landlord to Tenant; provided that, if the violation is of a nature that cannot be cured within thirty (30) days, Tenant shall not be deemed to be in default under this Lease if Tenant has commenced to cure the violation within the original thirty (30) day period and continues to pursue such cure diligently.

(b) Following a Default, Landlord may, at its option, cancel and annul this Lease, or Landlord may re-let the Premises as the agent for Tenant for any unexpired balance of the Term and collect the Annual Rent and Additional Rent therefore, and in either event Landlord shall be entitled to the benefit of all the provisions of law for the speedy recovery of lands and tenements as against a tenant holding over now in force or which may hereafter be enacted. In the event of re-letting by Landlord, as the agent of Tenant, the re-letting shall be on such terms, covenants, conditions, and rent as Landlord may deem proper, and the proceeds that may be collected from the same, less the expense of re-letting (including reasonable broker's commissions and reasonable attorney's fees) shall be applied against the rent to be paid by Tenant, and Tenant shall be liable for any balance that may be due under this Lease. No such re-letting shall operate as a termination of this Lease or as a waiver or postponement of any right of Landlord against Tenant without a specific declaration to such effect by Landlord. Landlord shall use reasonable efforts to mitigate all deficiencies and damages arising under a default in this Section 17.

SECTION 18 TENANT HOLDING OVER

If Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant shall become a tenant from month to month upon all of the terms, covenants, and conditions hereof; provided that Annual Rent shall be paid to and accepted by Landlord in advance, at one and one half times the rate of Annual Rate payable hereunder just prior to the termination of this Lease; but unless and until Landlord shall accept such Annual Rent from Tenant, Landlord shall continue to be

entitled to retake possession of the Premises without any prior notice whatsoever to Tenant.

SECTION 19 WAIVER

Any waiver of any covenant or condition of this Lease shall extend to the particular case only, and only in the manner specified, and shall not be construed as applying to or in any way waiving any further or other rights hereunder. The exercise of any of the options aforesaid shall not be construed as a waiver of Landlord's right to recover actual damages for any breach in an action at law, or to restrain any breach or threatened breach in equity or otherwise. Acceptance of rent with knowledge of default shall not be a waiver of that default, and acceptance of partial payment shall not be deemed acceptance of the full amount owed nor prejudice Landlord's right to recover the balance owed or to pursue any remedy available to it.

SECTION 20 NOTICES

Any Notice required or permitted by this Lease to be given by either party to the other may be either personally delivered, sent by overnight delivery, or certified mail, properly addressed and prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by Notice in writing. Notices shall be deemed given the day delivered, if hand delivered, or on the first business day following the deposit with the delivery service, if given by overnight delivery, and three days after mailing, if sent by certified mail.

SECTION 21 BROKER

Landlord and Tenant each represent and warrant that there is no broker or real estate agent involved in this transaction. Landlord and Tenant each agree to indemnify, (such indemnification obligation, as to the original Tenant named herein, shall be subject to appropriations), and hold harmless the other for breach of their warranties contained in this Section.

SECTION 22 GOVERNING LAW

This lease shall be given effect and construed by application of Maryland Law, without regard to principles of conflict of laws. Any action or proceeding arising under the Lease shall be brought in either the Circuit Court for Anne Arundel County or the District Court of Maryland for Anne Arundel County. Landlord shall be entitled to receive any and all reasonable attorney's fees and costs incurred by it to enforce any of the provisions of this Lease. The foregoing sentence shall not apply to the original Tenant named herein.

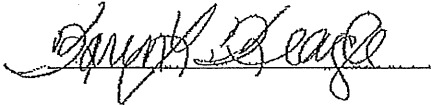
**SECTION 23
MISCELLANEOUS**

The use of the singular herein shall include the plural and vice versa, and the use of any gender shall include all genders. The covenants herein shall be binding upon, and the rights hereunder shall inure to the benefit of the parties hereto, their personal representatives, and their successors and assigns which are permitted hereunder. If Tenant consists of more than one person or entity, each shall be jointly and severally liable for the obligations of Tenant hereunder. This Lease constitutes the entire agreement between the parties in respect of the leasing of the Premises, and there are no oral agreements between the parties in connection herewith. If this Lease is recorded, all costs of such recordation shall be borne by the party recording same.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the date first above written.

ATTEST/WITNESS:

**LANDLORD:
ANNE ARUNDEL COUNTY
TIPTON AIRPORT AUTHORITY**



By:  (SEAL)

Eric Flamino, Chairman

Date: 8/12/13

(Signatures continue on the next page.)

ATTEST:

for Nancy C. Gray 7/22/13
Lonnie R. Robbins
Chief Administrative Officer

TENANT:
HOWARD COUNTY, MARYLAND

BY: *[Signature]* (SEAL)
Ken Ulman
County Executive
Date: 7/22/13

RECOMMENDED FOR APPROVAL:

[Signature] 7/10/2013
William McMahon, Chief of Police

APPROVED:

[Signature] 7/16/13
James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

[Signature] 7/16/13
Stanley J. Milesky, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY

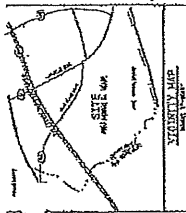
this 15 day of July, 2013

[Signature]
Margaret Ann Nolan
County Solicitor

Reviewing Attorney:

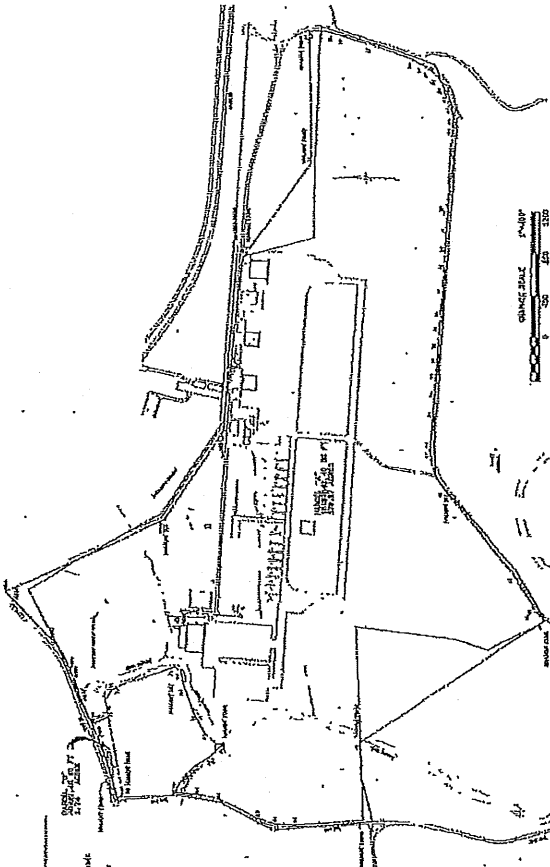
[Signature]
Tracey E. Skinner, Sr. Assistant County Attorney

EXHIBIT A



PLAT BEARINGS AND COORDS

PAR.	BEARING	COORDS
1	N 89° 15' 00" E	100.000
2	S 89° 15' 00" W	100.000
3	N 89° 15' 00" E	100.000
4	S 89° 15' 00" W	100.000
5	N 89° 15' 00" E	100.000
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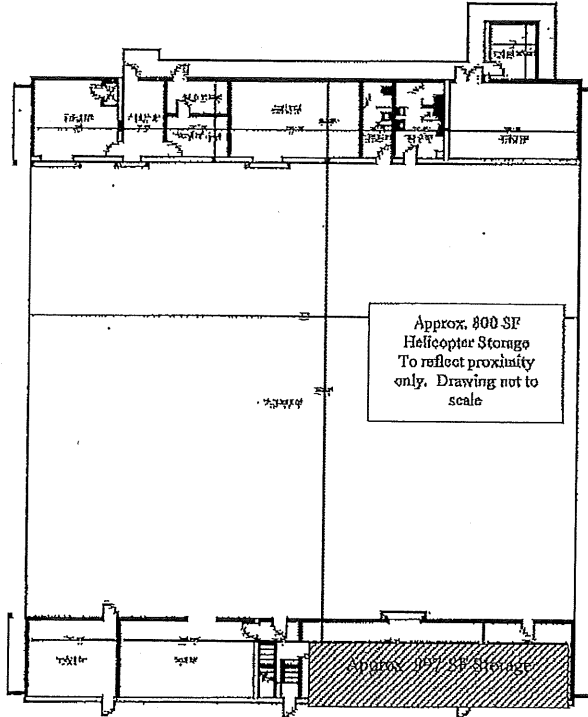
TIPTON ARMY AIRFIELD
 FORT GEORGE G. MEADE
 DISTRICT, HORTLAND
 APRIL 23, 1950
 SCALE 1"=500'
 AWCS P.L.C.
 PLANNING AND DESIGN
 1000 N. WASHINGTON ST.
 WASHINGTON, D.C. 20004
 1950-1951

EXHIBIT A

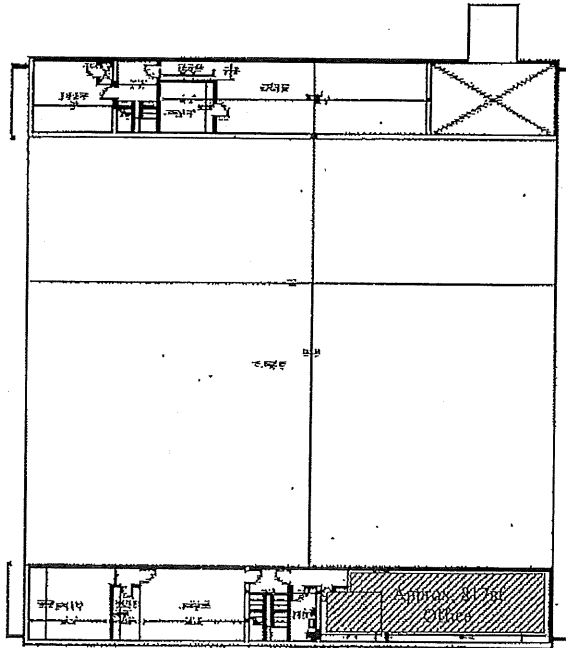
SURVEYOR'S CERTIFICATE
 I, the undersigned, being a duly licensed Surveyor of the State of Maryland, do hereby certify that the foregoing is a true and correct copy of the plat as recorded in my office.

EXHIBIT B

1ST Floor



HANGAR B4
2ND Floor



HANGAR B4

FOURTH RENEWAL AND AMENDMENT OF LEASE

THIS FOURTH RENEWAL AND AMENDMENT OF LEASE (this "Fourth Renewal") is made this _____ day of _____, 2017, by and between **ANNE ARUNDEL COUNTY TIPTON AIRPORT AUTHORITY** (the "Landlord"), a Maryland Public corporation, having an address at 7515 General Aviation Drive, Suite 1, Fort Meade, Maryland 20755, and **HOWARD COUNTY, MARYLAND** (the "Tenant"), a body corporate and politic, having an address at 3430 Court House Drive, Ellicott City, Maryland 21043.

WHEREAS, the Tenant and Landlord entered into a Lease dated August 1, 2013, for the lease of the premises comprising approximately 2,614 square feet within Hangar 84 (the "Premises"), which is owned by the Landlord and located at 7515 General Aviation Drive, Fort Meade, Anne Arundel County, Maryland. The Term commenced on August 1, 2013 with an expiration date of July 31, 2014.

WHEREAS, by First Renewal and Amendment of Lease dated May 15, 2014, the Tenant exercised its right of renewal for the first Renewal Term and the Landlord agreed to extend the Term for the first Renewal Term as set forth therein.

WHEREAS, by Second Renewal and Amendment of Lease dated July 1, 2015, the Tenant exercised its right of renewal for the second Renewal Term and the Landlord agreed to extend the Term for the second Renewal Term as set forth therein.

WHEREAS, by Third Renewal and Amendment of Lease dated March 8, 2016, the Tenant exercised its right of renewal for the third Renewal Term and the Landlord agreed to extend the Term for the third Renewal Term as set forth therein. (The Original Lease, as amended by the First Renewal, the Second Renewal, and the Third Renewal, is referred to herein as the "Lease".)

WHEREAS, the Tenant has requested and the Landlord has agreed to extend the Term for an additional three (3) years as set forth herein.

NOW, THEREFORE, in consideration of the mutual premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the Tenant agree as follows:

1. **Defined Terms.** Capitalized terms and phrases used in this Fourth Renewal, unless otherwise indicated, shall have the same meaning ascribed to them in the Lease.
2. **Term.** Section 1(d) of the Lease is hereby deleted in its entirety. The parties agree to extend the Term by an additional three (3) years, commencing on August 1, 2017 and expiring at 11:59 p.m. on July 31, 2020 (the "fourth Renewal Term").

3. As of the date of this Fourth Renewal, neither the Landlord nor the Tenant is in default of the Lease, as amended.

4. **Rent.** The Rent for the fourth Renewal Term shall be paid in equal monthly installments, in advance, on or before the first of the month as follows:

Month	Monthly Rent	Annual Rent
August 1, 2017 – July 31, 2018	\$2,391.02	\$28,692.25
August 1, 2018 – July 31, 2019	\$2,426.89	\$29,122.63
August 1, 2019 – July 31, 2020	\$2,463.29	\$29,559.47

5. **No Cap on Rent.** The second sentence of Section 2(d) of the Lease is hereby deleted.

6. **Common Area Maintenance.** The third sentence of Section 3 of the Lease is hereby deleted and the following inserted in lieu thereof:

For the Term, the Common Area Maintenance charge shall be a flat Sixty-Four Cents (\$00.64) per square foot per annum payable monthly.

7. **Landlord Improvements.** By June 30, 2017, the Landlord shall install a door in the doorway of the second floor office of the Premises leading to the hallway.

8. **Broker.** Section 21 of the Lease is hereby deleted in its entirety and the following inserted in lieu thereof:

The Landlord and the Tenant each represents and warrants to the other that it has not dealt with any broker, agent or finder entitled to any commission, fee or other compensation by reason of the execution of this Fourth Renewal, except that the Tenant has retained Chartwell Enterprises, LLC as the Tenant's broker ("Tenant's Broker"). The Landlord shall indemnify, defend and hold the Tenant harmless from any charge, liability or expense (including reasonable attorneys' fees) that the Tenant may suffer, sustain or incur in respect of any claim for a commission, finder's fee or other compensation by a broker, agent or finder claiming by, through or under the Landlord.

To the extent of the provisions of the Maryland Local Government Tort Claims Act, Section 5-301 et seq. of the Courts and Judicial Proceedings Article, Maryland Annotated Code and subject to the appropriation of funds, the Tenant shall indemnify, defend and hold harmless the Landlord from any claim, charge, liability or expense (including reasonable attorneys' fees, if applicable, actually incurred at rates normally charged to the Landlord by its attorneys for similar work) that the Landlord may suffer, sustain or incur with respect to any claim for a commission, finder's fee or other compensation by the Tenant's Broker, or any other broker, agent or finder claiming by, through or under the Tenant. As a condition of indemnification, the Landlord agrees to notify the Tenant of any suits, claims or potential claims within ten (10) days of its own notice of such suits, claims or potential claims. The foregoing indemnification is not to

be deemed as a waiver of any immunity that may exist in any action against the Tenant for its officers, agents, volunteers and employees.

9. **Miscellaneous.**

a. Except as modified by this Fourth Renewal, the terms and provisions of the Lease shall remain in full force and effect.

b. In the event of any inconsistency or ambiguity between the provisions of this Fourth Renewal and the provisions of the Lease, the provisions of this Fourth Renewal shall control.

c. Capitalized terms and phrases used in this Fourth Renewal, unless otherwise indicated, shall have the same meaning ascribed to them in the Lease.

10. **Maintenance.** Section 8, Paragraph E of the Lease is hereby deleted and the following inserted in lieu thereof:

e. Tenant has read and understands the environmental disclosures contained in Section 12 of the Deed (the "Disclosures"). Landlord has received notice of a determination by the United States that remediation of the Land is complete and is therefore not required to comply with Section 13 of the Deed. The Disclosures are hereby incorporated into this Lease as required by the Deed. Tenant agrees to use reasonable efforts to conduct its business in a manner that is consistent with the requirements of the Disclosures, but does not assume any responsibility of Landlord. Tenant does not release Landlord from any liability for which Landlord may be responsible. Landlord acknowledges and agrees that responsibilities of the Landlord described in the Disclosures are not the responsibilities of the Tenant.

Landlord covenants that no equipment containing PCBs exists on the Premises. Landlord hereby informs Tenant of one (1) transformer containing PCBs located on the Land which is in the process of being removed by the United States Government. Landlord agrees to notify Tenant immediately if while it remains on the Land, at any time during the Term, the aforesaid transformer begins to leak.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Fourth Renewal to be executed and delivered by its duly authorized officers or officials, under seal, on the date first above written.

WITNESS/ATTEST:

LANDLORD:
ANNE ARUNDEL COUNTY
TIPTON AIRPORT AUTHORITY
a Maryland public corporation

Name: _____

BY: _____ (SEAL)
Name: _____
Date: _____

[Signatures continue on next page.]

ATTEST:

**TENANT:
HOWARD COUNTY, MARYLAND**

Lonnie R. Robbins
Chief Administrative Officer

BY: _____ (SEAL)
Allan H. Kittleman
County Executive
Date: _____

RECOMMENDED FOR APPROVAL:

Gary L. Gardner, Chief of Police

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Stanley J. Milesky, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this _____ day of _____, 2017

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Morenike Euba Oyenusi, Sr. Assistant County Attorney

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on June 9, 2017.



Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on _____, 2017.

Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on _____, 2017.

Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on _____, 2017.

Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on _____, 2017.

Jessica Feldmark, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on _____, 2017.

Jessica Feldmark, Administrator to the County Council



Howard County

Internal Memorandum

Subject: Testimony & Fiscal Impact Statement
Council Bill No. _____ - 2017, an Act pursuant to Section 612 of the Howard County Charter, approving a Fourth Renewal and Amendment of Lease between Howard County, Maryland and the Anne Arundel County Tipton Airport Authority for the lease of certain space used by the County to store the County's helicopter located at 7515 General Aviation Drive, Fort Meade; authorizing the County Executive to make changes to the Amendment, under certain conditions; authorizing the County Executive to execute the Amendment; and generally relating to the Amendment.

To: Lonnie R. Robbins,
Chief Administrative Officer

From: James M. Irvin, Director
Department of Public Works

Date: April 20, 2017

The Department of Public Works has been designated coordinator for preparation of testimony relative to approval of an Amendment for the leased space.

Howard County, Maryland is the owner of a helicopter that is currently stored pursuant to a Lease with Anne Arundel County Tipton Airport Authority. The space leased by the County contains approximately 2,614 square feet within Hangar 84, located at 7515 General Aviation Drive, Fort Meade, Anne Arundel County, Maryland.

The initial Lease commenced on August 1, 2013 for a term of one year and expired on July 31, 2014. The initial Lease has been renewed three times for one-year terms. The parties have agreed to extend the term of the Lease for an additional three years commencing on August 1, 2017 and ending on July 31, 2020.

The County wishes to enter into a Fourth Renewal and Amendment of Lease in order to extend the term through July 31, 2020. Such a renewal term requires the payment by the County of funds from an appropriation in a later fiscal year and therefore requires County Council approval as a multi-year agreement pursuant to Section 612 of the Howard County Charter.

The five-year lease schedule starts at a base rental rate of \$23.00/square foot, and then escalates 3% yearly starting July 1, 2018 and continues every twelve-month period thereafter until expiration.

<u>Time Period</u>	<u>Monthly Basic Rent</u>	<u>Annual Basic Rent</u>
8/1/17 – 7/31/18	\$2,391.02	\$28,692.25
8/1/18 – 7/31/19	\$2,426.89	\$29,122.63
8/1/19 – 7/31/20	\$2,463.29	\$29,559.47

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.

cc: Jennifer Sager
File