

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council Of Howard County, Maryland

2019 Legislative Session

Legislative Day No. **13**

Bill No. 56 -2019

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

AN ACT pursuant to Section 612 of the Howard County Charter, approving a Third Amendment for the lease of space; and authorizing the County Executive to take certain actions in connection with the Agreement.

Introduced and read first time _____, 2019. Ordered posted and hearing scheduled.

By order _____
Diane Schwartz Jones, 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 Third time at a public hearing on _____, 2019.

By order _____
Diane Schwartz Jones, Administrator

This Bill was read the third time on _____, 2019 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Diane Schwartz Jones, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ___ day of _____, 2019 at ___ a.m./p.m.

By order _____
Diane Schwartz Jones, Administrator

Approved/Vetoed by the County Executive _____, 2019

Calvin Ball, 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**, the County is currently leasing property pursuant to a Maryland Multi-Tenant
2 Industrial Lease dated February 27, 2015, as amended by the First Amendment to Maryland Multi-
3 Tenant Industrial Lease dated March 8, 2016 and the Third Amendment to Maryland Multi-Tenant
4 Industrial Lease dated March 1, 2017 (collectively, the “Lease”); and

5
6 **WHEREAS**, the Lease expires on February 29, 2020; and

7
8 **WHEREAS**, the County wishes to renew the Lease for a term of 2 years, through
9 February 28, 2022; and

10
11 **WHEREAS**, the County and the landlord desire to enter into a Third Amendment to
12 Maryland Multi-Tenant Industrial Lease (the “Third Amendment”), substantially the form
13 attached as Exhibit A and such form of the Third Amendment is incorporated herein by reference;
14 and

15
16 **WHEREAS**, the Third Amendment requires the payment by the County of funds from an
17 appropriation in a later fiscal year and therefore requires County Council approval as a multi-year
18 agreement pursuant to Section 612 of the Howard County Charter.

19
20 **NOW, THEREFORE,**

21
22 *Section 1. Be It Enacted by the County Council of Howard County, Maryland that in accordance*
23 *with Section 612 of the Howard County Charter, it approves the form and content of the Third*
24 *Amendment to Maryland Multi-Tenant Industrial Lease for the 2-year term.*

25
26 *Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland that*
27 *the County Executive is hereby authorized to execute the Third Amendment to Maryland Multi-*
28 *Tenant Industrial Lease for such term in the name of and on behalf of the County.*

29
30 *Section 3. And Be It Further Enacted by the County Council of Howard County, Maryland that*

1 *the County Executive, prior to execution and delivery of the Third Amendment to Maryland Multi-*
2 *Tenant Industrial Lease, may make such changes or modifications to the form of the Third*
3 *Amendment, attached hereto and incorporated herein, as he deems appropriate in order to*
4 *accomplish the purpose of the transactions authorized by this Act, provided that such changes or*
5 *modifications shall be within the scope of the transactions authorized by this Act; and the execution*
6 *of the Third Amendment by the County Executive shall be conclusive evidence of the approval by*
7 *the County Executive of all changes or modifications to the Third Amendment, and the Third*
8 *Amendment shall thereupon become binding upon the County in accordance with its terms.*

9

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

THIRD AMENDMENT TO MARYLAND MULTI-TENANT INDUSTRIAL LEASE

This Third Amendment to _____ Lease (this “Third Amendment”) is made and entered into this ____ day of _____, 20__, by and between _____, a Delaware limited liability company, successor-in-interest to _____ (“Landlord”) and HOWARD COUNTY, MARYLAND, a body corporate and politic (“Tenant”).

RECITALS:

I. _____, Landlord’s predecessor in interest (“Original Landlord”) and Tenant entered into that certain Maryland Multi-Tenant Industrial Lease dated February 27, 2015 (“Original Lease”), as amended by that certain First Amendment to Maryland Multi-Tenant Industrial Lease dated March 8, 2016 and as amended by that certain Second Amendment to Maryland Multi-Tenant Industrial Lease dated March 1, 2017 (collectively, the “Lease”) for the Premises described as: _____, consisting of approximately 5,604 rentable square feet located in the Building, as defined in the Original Lease.

II. Original Landlord transferred the Building to the Landlord by deed dated _____, and recorded among the Land Records of Howard County, Maryland in Book _____, page ____.

III. The Lease expires by its terms on **February 29, 2020** (“Expiration Date”).

IV. Landlord and Tenant wish to amend the Lease by extending the Term by an additional twenty-four (24) months, and to make other modifications to the terms of the Lease as set forth herein.

Landlord and Tenant, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do covenant and agree as follows:

1. Unless otherwise defined herein, all capitalized terms shall have the same meaning as they have been assigned in the Lease.

2. Landlord and Tenant agree to extend the Term until **February 28, 2022** (“New Expiration Date”). The period between the Expiration Date and the New Expiration Date shall be referred to as the “Extension Term”.

3. **Basic Rent:** For the Extension Term, Basic Rent payable by Tenant under the Lease, as amended, shall be as follows:

| PERIOD | RATE/R.S.F. | MONTHLY BASIC RENT | ANNUAL BASIC RENT |
|-------------------------|--------------------|---------------------------|--------------------------|
| 03/01/2020 - 02/28/2021 | \$14.33 | \$6,692.11 | \$80,305.32 |
| 03/01/2021 - 02/28/2022 | \$14.76 | \$6,892.87 | \$82,714.44 |

Together with applicable sales tax and other additional rent applicable under the Lease.

4. **Condition of Premises/Landlord’s Work:** Landlord shall re-paint the Premises; using building standards and at cost not to exceed \$3.00 per rentable square feet. Otherwise, Tenant is retaining the Premises in “As-Is” condition.

5. **Option to Renew:** Provided that at the time such option is exercised and at the expiration of the Term, (i) Tenant is not in default under the Lease, (ii) Tenant has not assigned this Lease or sublet the Premises, other than to permitted subleases or assignees as permitted in the Lease, (iii) Tenant continues to occupy the Premises, (iv) Tenant’s use is consistent with the general quality of the tenants and uses in the Project, and (v) Tenant remains creditworthy, Tenant shall have one (1) option for an additional one (1) year term (“Renewal Option”). For the year exercised, the Basic Rent shall increase three percent (3%) over

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Calvin Ball
County Executive
Date: _____

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Janet R. Irvin, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this ____ day of _____, 20__.

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Morenike Euba Oyenusi
Sr. Assistant County Solicitor