

Introduced 10.3.2022  
Public Hearing 10.17.2022  
Council Action 10.31.2022  
Executive Action 11.09.2022  
Effective Date 11.09.2022

## County Council of Howard County, Maryland

2022 Legislative Session

Legislative Day No. 14

Bill No. 71 -2022

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

AN ACT pursuant to Section 612 of the Howard County Charter, approving a Lease Agreement between Howard County, Maryland and P Portfolio Owner, LLC, for the lease of approximately 2,836 square feet of space located at 9790 Patuxent Woods Drive, Suite B, Columbia, Maryland; authorizing the County Executive to make changes to the Agreement, under certain conditions; authorizing the County Executive to execute the Agreement; and generally relating to the Agreement.

Introduced and read first time Oct 3, 2022. Ordered posted and hearing scheduled.

By order Michelle Harrod  
Michelle Harrod, 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 Oct 17, 2022.

By order Michelle Harrod  
Michelle Harrod, Administrator

This Bill was read the third time on Oct 31, 2022 and Passed  Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.

By order Michelle Harrod  
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 1 day of Nov, 2022 at 400 a.m./p.m.

By order Michelle Harrod  
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive November 9, 2022

Calvin Ball  
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**, P Portfolio Owner, LLC, a Delaware limited liability company, (the  
2 “Owner”) is the fee simple owner of a building commonly known as 9790 Patuxent  
3 Woods Drive, Columbia, Maryland containing approximately 25,345 square feet of office  
4 space (the “the Building”); and

5  
6           **WHEREAS**, the Department of Community Resources and Services, Office of  
7 Children and Families, needs space to accommodate a local family support center; and

8  
9           **WHEREAS**, the County wishes to enter into a Lease Agreement, substantially in  
10 the form attached hereto as Exhibit 1, in order to lease approximately 2,836 square feet of  
11 the Building for use as a Family Support Center; and

12  
13           **WHEREAS**, the County and the Owner wish to enter the Lease Agreement for a  
14 term of five years with the County’s option to review for two additional five-year terms.

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

20  
21           **NOW, THEREFORE,**

22  
23           ***Section 1. Be It Enacted*** by the County Council of Howard County, Maryland that in  
24 accordance with Section 612 of the Howard County Charter, it approves the Lease  
25 Agreement between Howard County, Maryland and P Portfolio Owner, LLC, for a term  
26 of five years with two five-year renewal terms, substantially in the form attached as  
27 Exhibit 1.

28  
29           ***Section 2. And Be It Further Enacted*** by the County Council of Howard County,  
30 Maryland that the County Executive is hereby authorized to renew the Lease Agreement  
31 for such term in the name of and on behalf of the County.

1

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

11

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

Exhibit 1

**LEASE AGREEMENT**

**P PORTFOLIO OWNER, LLC**

**Landlord**

**HOWARD COUNTY, MARYLAND**

**Tenant**

**9790 PATUXENT WOODS DRIVE, SUITE B  
COLUMBIA, MARYLAND 21046**

# Table of Contents

<b>1. Leased Premises</b> .....	<b>1</b>
<b>2. Term</b> .....	<b>1</b>
a. Extension Options .....	2
b. Extension Notice .....	2
c. Surrender of Leased Premises .....	3
<b>3. Rent</b> .....	<b>3</b>
a. Annual Rent and Payment .....	3
b. Late Payment Charge .....	4
<b>4. Operating Expenses</b> .....	<b>4</b>
a. General .....	4
b. Inclusions in Operating Expenses .....	4
c. Exclusions from Operating Expenses .....	5
d. County's Proportionate Share .....	6
e. Invoices, Right to Audit .....	6
<b>5. Delivery of Possession</b> .....	<b>7</b>
<b>6. Tenant Improvements</b> .....	<b>7</b>
a. Timely Completion of Tenant Improvements .....	7
b. Landlords Work .....	7
c. Tenant Improvement Allowance; Landlord's Obligation .....	8
<b>7. Use</b> .....	<b>8</b>
<b>8. Laws and Regulations</b> .....	<b>8</b>
<b>9. Assignment by County</b> .....	<b>9</b>
<b>10. Insurance, Subrogation and Indemnification</b> .....	<b>9</b>
a. County's Self-Insurance .....	9
b. Landlords Insurance .....	9
c. Waiver of Subrogation and Indemnity .....	9
<b>11. Alterations</b> .....	<b>10</b>
<b>12. Repairs and Maintenance</b> .....	<b>10</b>
a. Maintenance of Interior of Leased Premises .....	10
b. Maintenance of Building and Exterior of Leased Premises .....	11
c. Intentionally Deleted .....	11
<b>13. Services</b> .....	<b>11</b>
a. Electricity .....	11
b. HVAC .....	11
c. Water and Sewer .....	12
d. Voice and Data .....	12
e. Miscellaneous .....	12
f. Loss of Service .....	13
<b>14. Default</b> .....	<b>13</b>
<b>15. Damage</b> .....	<b>13</b>

<b>16. Parking and Grounds</b> .....	<b>15</b>
<b>17. Signs</b> .....	<b>15</b>
<b>18. Landlords Right of Entry</b> .....	<b>15</b>
<b>19. Expiration</b> .....	<b>16</b>
<b>20. Condemnation</b> .....	<b>16</b>
<b>21. Subordination; Recordation of Lease</b> .....	<b>16</b>
<b>22. Notices</b> .....	<b>16</b>
<b>23. Remedies Not Exclusive</b> .....	<b>17</b>
<b>24. Waivers</b> .....	<b>17</b>
<b>25. Performance</b> .....	<b>17</b>
<b>26. Final Agreement</b> .....	<b>17</b>
<b>27. Quiet Enjoyment</b> .....	<b>17</b>
<b>28. Estoppel Certificate</b> .....	<b>17</b>
<b>29. Environmental Requirements</b> .....	<b>18</b>
<b>30. Brokers</b> .....	<b>18</b>
<b>31. General</b> .....	<b>18</b>
a. Governing Law .....	18
b. Efficiency Standards .....	18
c. Political Contribution Disclosure .....	19
d. Recycling Plan .....	19
e. Retention of Records .....	19
f. Representations and Warranties .....	19
g. Addendum .....	19
h. Lease Amendments .....	20
i. Interpretation .....	20
j. Public Information Act .....	20

- Exhibit A-** Depiction of Leased Premises
- Exhibit B-** Declaration of Commencement Date
- Exhibit C-** Work Agreement
- Exhibit D-** Landlord's Work
- Exhibit E-** Family Support Center Concept Plan
- Exhibit E-1-** Outdoor Activity Play Area
- Exhibit F-** Form of Estoppel Certificate

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between **P PORTFOLIO OWNER, LLC** a Delaware limited liability company (the "Landlord"), registered with and in good standing with the Maryland State Department of Assessments and Taxation and **HOWARD COUNTY, MARYLAND** (the "County" or "Tenant"), a body corporate and politic.

WITNESSETH, that County covenants and agrees with Landlord as follows:

1. **LEASED PREMISES.** Landlord by the deed dated April 4, 2019, and recorded among the Land Records of Howard County, Maryland (the "Land Records") at Book: 18616, Page: 235 is the owner of approximately 10.59 acres of real property shown as Parcel A-3 on Plat Number 9509 in the Land Records and improved with an office building known as 9790 Patuxent Woods Drive, Columbia, Maryland 21046 (the "Building"). The Building has 25,345 square feet of leasable space including related amenities and any additional facilities in subsequent years as may be determined by Landlord to be reasonably necessary or desirable for the management, maintenance or operation of the Building including the improvements constructed for the County herein (collectively the "Property"). The Property is part of the Patuxent Crossing development consisting of eight office buildings having addresses 9755 Patuxent Woods Drive, 9770 Patuxent Woods Drive, 9780 Patuxent Woods Drive, 9790 Patuxent Woods Drive, 9800 Patuxent Woods Drive, 9810 Patuxent Woods Drive, 9820 Patuxent Woods Drive, and 9830 Patuxent Woods Drive Columbia, Maryland 21046 and collectively consisting of 293,652 rentable square feet (the "Project").

Landlord hereby leases unto County, and County hereby leases from Landlord, a portion of the Building comprising a total of approximately 2,836 square feet of rentable space in the Building described as Suite B, associated parking areas, and other related amenities as set forth in this Lease (the "Leased Premises"), as identified on **Exhibit A** attached hereto and incorporated herein. (Rentable square feet of the Building and Leased Premises shall be measured pursuant to current accepted Builders, Owners, and Managers Association (BOMA) standards and prior to execution of the Lease, the number of rentable square feet contained in the Leased Premises shall have been confirmed by field measurement or test-fit performed by an architect or engineer which is acceptable to the County.) County shall have the right of access to the Leased Premises twenty-four (24) hours per day, seven (7) days per week during the Term, and fifty-two (52) weeks per year.

2. **TERM.** The initial term of this Lease (the "Initial Term") shall commence on the date that the last party executes this Lease, which, in the case of Tenant, shall be after all approvals have been obtained as required under any applicable law, statute, ordinance, code, charter provision or other governing document or law (the "Commencement Date") and end at 11:59 p.m. on the last day of the sixtieth (60th) full calendar month following the Rent Commencement Date (the "Initial Term Expiration

Date”), unless the Lease is earlier terminated or extended pursuant to any other provision of this Lease or applicable law. The rent commencement date shall be August 1, 2023 in accordance with the terms herein (the “Rent Commencement Date”). The parties acknowledge that this Lease has been approved by the County Council of Howard County as a multi-year obligation in accordance with Council Bill Number CB\_\_\_\_-2022. The Landlord and the County shall execute the Declaration of Commencement Date (the “Declaration”) in the form of which is attached hereto as **Exhibit B** to confirm, among other things, the Commencement Date, the Rent Commencement Date, the Initial Term and the Initial Term Expiration Date. The Landlord shall complete and execute the Declaration after the Commencement Date and, if true and correct, Tenant shall execute and return the Declaration to Landlord within twenty (20) days following Tenant's receipt of same; otherwise, Tenant shall notify Landlord of its objections to the information contained in the Declaration within such twenty (20) day period. Failure to execute the Declaration shall not affect the commencement or expiration of the Initial Term.

a. **Extension Options.** If, at the end of the Initial Term or subsequent Option Period (defined below) of this Lease, (a) County is not in default of any of the terms, conditions or covenants of this Lease, beyond any applicable notice and cure period, and (b) County has not assigned or sublet the Leased Premises, except as permitted herein, then County shall have the option to extend the Term (each an “Extension Option”) for two (2), five (5) year terms (each an “Option Period”) upon the same terms and conditions contained in this Lease except for the amount of Annual Rent, which shall be the then fair market rent for similar office buildings in Columbia, Maryland (the “Fair Market Rent”). Fair Market Rent shall mean the prevailing rental rate per square foot, including, without limitation, base rent, additional rent and all other monetary payments and escalations, agreed to be paid by new and renewal tenants generally for first-class space in a condition (including the state of build out) and location (within the Building and any comparable buildings) comparable to the Premises in comparable buildings) for comparable terms, pursuant to new and renewal leases entered into by such other tenants, and considering any rental abatement and any other similar concessions granted in connection with new and renewal leases for such comparable space. Provided the County: (i) is not in default beyond applicable notice and cure periods; and, (ii) extends the Initial Term or any subsequent Option Period, as applicable, for the entire five-year Option Period, Landlord agrees to repaint and re-carpet the Leased Premises at the end of the Initial Term of this Lease and any Option Period. The Extension Options are personal to the County and may not be exercised or assigned, voluntarily or involuntarily, by or to any person or entity other than the County or another governmental or quasi-governmental department, division or agency of Howard County, Maryland or the State of Maryland (a “Government Agency”).

b. **Extension Notice.** If County desires to exercise an Extension Option to extend the Term (subject to County's compliance with the standards set forth herein), County shall notify Landlord in writing of County's intention to do so at least two hundred seventy (270) days prior to the expiration date of the then current Term. After proper and timely exercise of the Extension Option by County, all references in this Lease to “Term” shall be considered to mean the Initial Term or Option Period as extended, and all



references in this Lease to the expiration date or to the end of the Term shall be considered to mean the termination or end of the applicable Option Period.

c. **Surrender of Leased Premises.** County shall, at the expiration of the Term or at the sooner termination thereof by forfeiture or otherwise, surrender the Leased Premises in the same good order and condition as existed at the beginning of the tenancy, reasonable wear and tear excepted and the Tenant Improvements shall remain, unless the County desires to remove any or all Tenant Improvements at its option.

3. **RENT.**

a. **Annual Rent and Payment.** In consideration for the use of the Leased Premises under the Lease, the County shall pay to Landlord, in twelve equal monthly installments, an annual rent ("Annual Rent") as shown in the rent schedule below (which includes the base rent per square foot), together with the County's Proportionate Share of Operating Expenses (as defined in Section 4). After the 1<sup>st</sup> full year of the Initial Lease Term, the base rent per square foot portion of the Annual Rent shall be increased annually at the rate of three percent (3%) on each anniversary date of the Rent Commencement Date during the Initial Term. Increases in the County's Proportionate Share of Operating Expenses may be payable as set forth in Section 4 herein. Upon the Commencement Date, the County shall be granted access to the Leased Premises, free of charge, for the sole purposes of constructing the Tenant Improvements and installing the County's furniture, fixtures, and equipment, including, but not limited to the Outside Activity Play Area, as defined in Section 7 herein (the "Access Period").

Landlord shall invoice the County for each monthly installment of the Annual Rent and shall specify on the invoice the amount due and the Landlord's employer identification number. Upon the receipt of such invoice, the County agrees to pay each monthly installment of the Annual Rent, promptly as and when due subject to the setoff rights of the County as expressly set forth in this Lease. The County will pay rent via the wiring instructions (i.e., wire transfer) attached hereto, or in such manner and at such other place or to such appointee of Landlord, as Landlord may from time to time designate on the invoice, provided that the Landlord provides the County with completed (i) Request for Taxpayer Identification Number and Certification Form W-9, and (ii) Howard County, Maryland Office of Procurement and Contract Administration Vendor Information Form for said wiring instructions or any future wiring instructions.

Period	Base Rent per square foot	Monthly Installment of Annual Rent Based on 2,836 square feet	Annual Rent Based on 2,836 square feet
Year 1	\$14.00 per square foot	\$3,308.64	\$39,704.00
Year 2	\$14.42 per square foot	\$3,407.93	\$40,895.12
Year 3	\$14.85 per square foot	\$3,509.55	\$42,114.60
Year 4	\$15.30 per	\$3,615.90	\$43,390.80

	square foot		
Year 5	\$15.76 per square foot	\$3,724.61	\$44,695.36

b. **Late Payment Charge.** Except for the rent due on July 1 of each lease year, if County fails to pay, when due and properly invoiced by Landlord, the monthly installment of Annual Rent, Operating Expenses or any other sum required by the terms of this Lease to be paid by County, then, the Landlord shall promptly notify the County that the payment of such amount has not been received and if the County does not remit the amount due within ten (10) days after such notice, Landlord may assess a late payment fee of \$100.00. The Landlord and the County agree that the rent due on July 1 of each lease year may be paid on or before July 20<sup>th</sup> without penalty, in order to accommodate the start of the new fiscal year of the County. In no event shall the County be subject to interest on any portion of the Annual Rent herein.

#### 4. OPERATING EXPENSES.

a. **General.** Effective upon the Rent Commencement Date, in addition to Annual Rent as set forth in Section 3 above, the County shall pay Landlord, in monthly installments, the County's Proportionate Share of Operating Expenses for each calendar year during the Term, as extended by any Option Period hereunder. By April 30<sup>th</sup> of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Property), Landlord shall provide the County with a statement of Operating Expenses, as further defined in Section 4(b) herein, for the preceding calendar year or part thereof including copies of invoices for the actual Operating Expenses incurred. Within sixty (60) days after delivery of the statement of Operating Expenses (including invoices for the Operating Expenses incurred) to the County and after any questioned expenses have been satisfactorily explained or disputed as set forth below, County shall pay to the Landlord the remaining portion of the County's Proportionate Share of the actual Operating Expenses for the Leased Premises. In the event the County's Proportionate Share of the actual Operating Expenses incurred is less than the total payments of Operating Expenses made by the County for the preceding calendar year, the Landlord shall refund such overpayment within fifteen (15) business days. The Landlord specifically agrees that Controllable Operating Expenses shall not increase by more than three percent (3%) per year in the aggregate over the Initial Term of the Lease on a non-cumulative and non-compounding basis. Controllable Operating Expenses shall mean Operating Expenses other than taxes, insurance, utilities, snow and ice removal and security. Landlord's and the County's obligation to reconcile the Operating Expenses due the other pursuant to this Section shall survive the expiration or termination of this Lease. The initial Operating Expenses are estimated at \$9.09 per square foot per annum for the 2023 calendar year.

b. **Inclusions in Operating Expense.** "Operating Expenses" means all costs, fees, charges and expenses incurred or charged by Landlord in connection with the ownership, operation, maintenance and repair of, and services provided to, the Building, Property, including, but not limited to:

(i) The actual charges to Landlord for the operation and maintenance of Building's mechanical plumbing, electrical, and fire suppression systems, subject to Section 13 (b) herein.

(ii) The cost of insurance premiums carried by Landlord for the Building.

(iii) Landlord's cost to maintain the Property.

(iv) The cost of trash collection or recycling programs instituted at the Building.

(v) To the extent not otherwise payable by the County pursuant to this Lease, all real estate taxes with respect to the Building.

Landlord shall endeavor to take advantage of discounts offered for the early or prompt payment of any Operating Expense, such as real estate taxes during any discount period and Landlord shall apply the benefit of any such discounted payment to the Operating Expenses. Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease provided that the Landlord's charges included in Operating Expenses for any such services shall not exceed competitive market rates for comparable services in Howard County, Maryland.

c. **Exclusions from Operating Expenses.** Notwithstanding anything to the contrary in this Lease, Operating Expenses described above shall not include:

(i) Ground rent and interest on and amortization of mortgages or other loans of Landlord or the costs of refinancing the Building, Property or Project or portion thereof.

(ii) Salaries of Landlord's employees not engaged in the operation, management, maintenance or repair of the Building, Property or Project.

(iii) Leasing commissions, advertising expenses and other such expenses incurred in leasing or marketing space within the Building or Project.

(iv) Expenses incurred by Landlord to prepare, renovate, repaint or redecorate any space leased to any other tenant or other occupant of the Building or Project.

(v) Expenses for the replacement of any item covered under warranty.

(vi) Costs correcting any penalty or fine incurred by Landlord due to Landlord's violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Landlord of any of the Operating Expenses.

(vii) Expenses for any item or service which County pays directly to a third party (i.e., electricity, janitorial, trash collection and security for the Leased Premises) or separately reimburses Landlord, and expenses incurred by Landlord to the extent the same are reimbursable (pursuant to the terms of leases or contracts at the Property) or reimbursed from any other tenants, occupants of the Building or Project, or third parties (other than through the payment of Operating Expense under other leases).

(viii) Landlord's general overhead and administrative expenses.

(ix) Any cost or other sum incurred as a result of the gross negligence of Landlord or any agent, employee, contractor or invitee of Landlord.

(x) Landlord's legal fees.

(xi) Depreciation expense of the Building, Property or Project and amortization expenses.

(xii) Income, excess profits or corporate capital stock tax imposed or assessed upon Landlord.

(xiii) Cost of any service provided by Landlord for a tenant or former tenant or for other premises in the Building or Project which service is not provided by Landlord to the Leased Premises pursuant to the terms of this Lease.

(xiv) Any cost to repair the common areas which are covered by insurance of Landlord or any other insured party (but only to the extent of amounts recovered from the insurer).

(xv) Interest or penalties resulting from delinquent payments by Landlord.

(xvi) Any costs of work covered by a warranty or guaranty for which the Landlord is liable.

(xvii) Any costs not associated with the Building, Property or Project, such as travel costs, entertainment costs, expenses and fees to remain in good standing in the state of Maryland, and any costs incurred by an affiliate of Landlord.

(xviii) The cost of any improvements to the Building, Property or Project that are capital improvements.

(xix) The cost of trash collection or recycling programs instituted at the Building, Property or Project if County pays for such services directly to a provider.

(xx) The actual charges to Landlord for the repair, replacement, operation and maintenance of Building's (HVAC), HVAC equipment, and associated HVAC systems components pursuant to Section 13(b) herein.

d. **County's Proportionate Share** "The County's Proportionate Share" means the percentage obtained by dividing the rentable square feet of the Leased Premises by the rentable square feet of the Building or 11.19%. "The County's Proportionate Share" for Operating Expenses applicable to the Project shall be as set forth in this Section 4. If the rentable square feet of the Building and Leased Premises is re-measured by Landlord, then the County's Proportionate Share may be decreased, but not increased, accordingly.

e. **Invoices, Right to Audit.** The invoices shall include, as backup material, certified true copies of invoices for the services for which Operating Expenses are requested. For costs where such invoices are confidential, (i.e. salaries paid to Landlord's employees) the Landlord must certify and warrant that such payments for such costs were made. The County may physically audit the Landlord's records to determine the validity of reimbursement or credits due under this Lease. Landlord guarantees all financial records and tenant statements shall be prepared in accordance with generally accepted accounting principles (GAAP) consistently applied and made available to County as reasonably requested from time to time. No such audit shall be performed on a contingency basis. If County exercises the right to audit the books and records

associated with this Lease, County shall pay the expense of auditing the books and records. However, Landlord shall pay all audit expenses if County is found to have been overcharged by 5% or more in any calendar year related to Operating Expenses. The Landlord shall credit the amount of the overpayment of such expenses to the County and, if applicable, reimburse the County for the cost of the audit.

5. **DELIVERY OF POSSESSION.** Except for the earlier access provided to the County in section 3.a. above during the Access Period, Landlord agrees to deliver to County, and County agrees to accept from Landlord, possession of the Leased Premises upon the Rent Commencement Date. The parties intend for the Leased Premises to be delivered to the County ready for the intended use as defined in Section 7.

The County expressly agrees that during the Access Period, County shall not: (i) operate its business from the Leased Premises; (ii) use the Leased Premises for any purpose except for the construction of the Tenant Improvements, and installation of the County's furniture, fixtures, equipment and Outside Activity Play Area; (iii) permit any third parties to enter onto the Leased Premises except where required to fulfill the purpose of the Access Period as set forth in this Lease; or (iv) provide any member of the public access to the Leased Premises.

6. **TENANT IMPROVEMENTS.** The Landlord and the County have entered into a Work Agreement hereby incorporated herein and attached hereto as **Exhibit C** for the completion of the improvements to the Leased Premises for the County's use of the Leased Premises throughout the Term. The improvements to the Leased Premises as specified in the Work Agreement and any plans or drawings referenced in the Work Agreement are the "Tenant Improvements".

a. **Timely Completion of Tenant Improvements.** The Landlord and County agree that the timely completion of the Tenant Improvements is a material term of this Lease. Accordingly, the Landlord agrees that the Landlord's Work, as further defined below, shall be complete on or before the Rent Commencement Date. If Landlord encounters delays in delivering the Landlord's Work due to Events of Force Majeure, this Lease will not be void or voidable, nor will Landlord be liable to County for any loss or damage resulting from such delay. As used herein, the term "Events of Force Majeure" shall mean any delay encountered by Landlord in carrying out its obligations under this Section 6 resulting from strikes, lockouts, earthquakes, floods, unavailability of labor, inclement weather, unavailability of standard materials, customary facilities, equipment or supplies, governmental building moratoriums, governmental or administrative action or inaction, riot, insurrection, mob violence or civil commotion, war, acts of God, delays or inaction by utility providers, or other acts beyond the reasonable control of Landlord and not due to Landlord's acts or omissions or financial condition (individually or collectively "Events of Force Majeure").

b. **Landlord's Work.** As used herein, the term "Landlord's Work" shall mean amenities or improvements to the Building or Property at the Landlord's expense, including such improvements required in order for the Building or Property to comply with

the Legal Requirements, as shown in Exhibit D, attached hereto and hereby incorporated herein. All of Landlord's Work shall be performed by Landlord and shall comply with all Legal Requirements, as defined herein. Landlord shall obtain, at Landlord's expense, and comply with all permits required by the Legal Requirements in connection with the performance of the Landlord's Work (collectively, the "Building Permits"). The Landlord's Work shall be warranted for a repair and replacement for a period of two (2) years. The Landlord shall assign to the County all warranties associated with the Landlord's Work.

c. **Tenant Improvement Allowance; Landlord's Obligation.** The Landlord has agreed to provide a Tenant Improvement Allowance for the completion of the Tenant Improvements, including, but not limited to data and security, and the fence securing the Outdoor Activity Plat Area, as further defined in Section 7 herein, in the amount of Thirty Dollars (\$30.00) per square foot of leasable space for a total of Eighty-Five Thousand Eighty Dollars (\$85,080.00). In no event shall the County be liable to any contractor or other third party performing the Landlords Work. The Landlord's Work shall be warranted for a repair and replacement for a period of two (2) years.

7. **USE.** County shall use and occupy the Leased Premises for a family support center, including, but not limited to a child development room, parent lounge, meeting rooms, staff offices as shown in concept plan attached hereto as Exhibit E, and the County shall use a portion of the green space to the side of the Building totaling approximately 3,000 square feet as an outdoor activity play area as shown on Exhibit E-1, attached hereto and incorporated herein (the "Outdoor Activity Play Area"), and other legally permitted uses by a government. The County and Landlord agree that the County shall use the Outdoor Activity Play Area for the installation of playground equipment and that the County will secure the Outdoor Activity Play Area with a fence not to exceed 8 feet in height, to be constructed from a material mutually agreeable to all parties. For avoidance of doubt, the County and Landlord expressly acknowledge and agree that the County, at its sole cost and expense, shall be responsible for the upkeep and maintenance of the Outdoor Activity Play Area and said playground equipment and wood fence within the Outdoor Activity Play Area, and the Landlord, at Landlord's sole cost and expense, shall be responsible for any general landscape maintenance and subsurface infrastructure and utilities serving the Building, Property or Project. Upon the County's written request, Landlord will keep up and maintain the Outdoor Activity Play Area and bill County for Landlord's actual costs in connection with same, which costs County agrees to pay. The County may allow the State's agencies, quasi-governmental agencies, or non-profit entities to use a portion of the Leased Premises from time to time, in the County's sole discretion, and such uses shall not be deemed an assignment or subletting of this Lease.

8. **LAWS AND REGULATIONS.** Landlord and County shall observe and comply with all laws, orders, rules, requirements, ordinances and regulations of the United States and the State and City or County in which the Leased Premises are located, and of all governmental authorities or agencies and of any board of the fire underwriters or other similar organization (collectively the "Legal Requirements"), with respect to the Property, Building and the Leased Premises and the manner in which the Property,

Building and Leased Premises are used by Landlord, County and, as applicable, other tenants of the Building. In no way limiting the generality of this section, Landlord and County shall complete all improvements or alterations to the Property, Building and/or Leased Premises, as applicable, in accordance with the Americans with Disability Act of 1990 (42 U.S.C., Section 12101 *et seq.*) and regulations and guidelines promulgated thereunder, as amended and supplemented from time to time, (collectively the "ADA").

9. **ASSIGNMENT BY COUNTY.** Landlord acknowledges that the County may allow agencies of the state of Maryland, quasi-governmental agencies and non-profits entities serving the citizens of the County to utilize a portion of the Leased Premises from time to time, and shall have the right to sublet all or any of the Leased Premises, subject to the terms and conditions of Section 7 above.

10. **INSURANCE, SUBROGATION and INDEMNIFICATION.**

a. **County's Self-Insurance.** Landlord acknowledges that County is self-insured and will maintain or appropriate reasonable reserves or funds, as the case may be, to cover claims, losses and damages that might arise or be incurred during its occupancy of the Leased Premises which otherwise may be covered by Business Personal Property Insurance covering Special Causes of Loss, Commercial General Liability insurance (written on an occurrence basis) which, unless approved by Landlord in writing, in no event shall be for coverage less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a One Million Dollar (\$1,000,000) annual aggregate, and Workers' Compensation insurance including Employer's Liability insurance, which, unless approved by Landlord in writing, such Workers' Compensation insurance shall be for the statutory benefits in the jurisdiction in which the Leased Premises are located.

b. **Landlord's Insurance.** Throughout the term of this Lease, Landlord shall obtain and maintain:

(i) Real Property Insurance against Special Causes of Loss and said insurance shall be subject to Replacement Cost valuation covering the Building and all of Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision, and

(ii) Commercial General Liability insurance (written on an occurrence basis) and said insurance shall include Contractual Liability coverage insuring the obligations assumed by Landlord under this Lease, Leased Premises and Operations coverage, Personal Injury Liability coverage, Independent Contractor's Liability coverage. Such Commercial General Liability insurance shall be in amounts not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a Two Million Dollar (\$2,000,000) annual aggregate.

c. **Waiver of Subrogation and Indemnity.**

(i) If either party hereto is paid any proceeds under any policy of insurance naming such party as an insured on account of any loss or damage, then such party and its insurer hereby releases the other party, to the extent of the amount of such proceeds including applicable deductibles, from any and all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, invitees or employees; provided that such release shall be effective only as to loss or damage occurring while the appropriate policy of insurance of the releasing party provides for the insured's ability to recover thereunder. Each party shall assure that its insurance carriers agree to waive subrogation in the event of a loss.

(ii) Subject to Maryland's Local Government Tort Claims Act, approved budget appropriations and applicable law, County shall indemnify and hold harmless Landlord from and against all claims, damages, losses, liabilities, judgments, costs and/or expenses (i) relating to or arising out of County's sole acts or omissions from the use and occupancy of the Leased Premises, or (ii) due to or arising out of any mechanic's lien filed against the Building, or any part thereof, for labor performed or for materials furnished or claimed to be furnished to County, which have not been bonded by the County or contested by the County in accordance with the State court procedures. The provisions of this Section shall survive the termination of this Lease for a period of one (1) year with respect to any claims or liability accruing prior to such termination. Nothing contained in this Section 10(c)(2) or this Lease shall be construed as the County having waived any of the defenses of immunity provided to it under law. As a condition of indemnification, Landlord agrees to notify the County of any suits, claims or potential claims within fifteen (15) days of its own notice of such suits, claims or potential claims.

11. **ALTERATIONS.** Except for any improvements required to maintain and repair the interior of the Leased Premises in accordance with this Lease or the installation of trade fixtures, furniture and equipment necessary for the County use of the Leased Premises, the County shall make no alterations, installations, additions or improvements beyond the Landlord's Work in the Leased Premises (herein collectively referred to as "Alterations") in or to the Leased Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed in the case of non-structural alterations, and may be withheld in Landlord's sole and absolute discretion in the case of structural alterations, and then only by contractors or mechanics reasonably approved by Landlord, and at such times and in such manner as Landlord may from time to time reasonably designate.

## 12. **REPAIRS AND MAINTENANCE.**

a. **Maintenance of Interior of Leased Premises.** County shall maintain the interior of the Leased Premises in good order and condition, ordinary wear and tear excepted. The County shall be responsible for the repair and maintenance of any security system serving the Leased Premises. The County shall, at its own cost, have the right, to (i) extend the County's fiber optic service to the Leased Premises; and (ii) obtain cable service in the County's own name to the Leased Premises.



b. **Maintenance of Building and Exterior of Leased Premises.** Landlord shall maintain, repair and replace, as applicable, all (i) windows, doors, interior and exterior walls, ceilings, flooring and floor coverings, (ii) common areas, the roof and the exterior of the Building, as well as the structure thereof, and (iii) the parking facilities, private drives, walkways and sidewalks, so that the Leased Premises, the Building and the Property remain in good order and repair, reasonable wear and tear excepted, and safe for occupancy and use. Such repair and maintenance shall include the seasonal services of landscaping and grass cutting of the Property and the removal of snow and ice from driveways and sidewalks, as needed. Notwithstanding the foregoing, to the extent required for the County's operations the County may clear snow or ice from the driveway and parking areas and Landlord shall reimburse County for the cost of such work as an offset to the next month's rent. If Landlord does not initiate any required maintenance, repairs, or replacements within one (1) business day following written notice from the County and thereafter diligently pursue such required maintenance, repairs, or replacements to completion County shall have the right to perform such maintenance, repair or replacement, and recoup the cost of such work plus 5% as a reduction in the next due monthly installment of Annual Rent and/or Operating Expenses.

c. **Intentionally Deleted**

13. **SERVICES.** All Landlord's services as set forth in this Section 13 to be provided to the Leased Premises twenty- four (24) hours per day three hundred sixty-five (365) days per year.

a. **Electricity.** Landlord shall furnish the Property, Buildings and Leased Premises with electricity and the electricity supplied to the Leased Premises shall be suitable for County's intended use pursuant to Section 7 herein. The electricity for the Leased Premises shall be separately metered (or sub-metered) at Landlord's expense and the cost of the electricity supplied paid for directly by County.

b. **HVAC.** Landlord shall maintain, repair and replace the HVAC system and equipment for the Leased Premises such that heating and air conditioning are supplied for the use and occupancy of the Leased Premises twenty- four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days per year. The County shall have sole control over the temperature of the Leased Premises to regulate heating and air conditioning from within the Leased Premises.

In the case of HVAC repair and maintenance and the repair and maintenance of its associated system components serving the Leased Premises, the County's maximum expense shall be limited to One Thousand Dollars (\$1,000.00) in a calendar year for maintenance and repair of such HVAC unit, and its associated system components, within the first two (2) years of the Initial Term, and (ii) Five Hundred Dollars (\$500.00) in a calendar year for maintenance and repair of such HVAC unit, and its associated system components, within the next three (3) years of the Initial Term, and during any Option Period. The County and Landlord agree that the County shall reimburse the Landlord within

sixty (60) days following receipt of an invoice for the costs incurred by the Landlord for the repair and maintenance of such unit, and the County and Landlord expressly agree that said costs shall be deemed an exclusion in Operating Expenses pursuant to Section 4(c) herein.

For avoidance of doubt, the Landlord, at Landlord's sole cost, shall repair or replace any HVAC unit serving the Leased Premises if the County expends more than One Thousand Dollars (\$1,000.00) in a calendar year for maintenance and repair of such HVAC unit, and its associated system components, within the first two (2) years of the Initial Term, and (ii) Five Hundred Dollars (\$500.00) in a calendar year for maintenance and repair of such HVAC unit, and its associated system components, within the next three (3) years of the Initial Term, and during any Option Period. Notwithstanding anything to the contrary set forth in this Paragraph 13, County shall be responsible for installation and equipment costs for any supplemental HVAC units installed by County after the Commencement Date, and County shall have the right to retain any supplemental HVAC units installed by County after the Commencement Date upon the expiration of the Term or any Option Period. Any supplemental HVAC units installed by the County after the Commencement Date must first be approved by Landlord, which approval will not be unreasonably withheld. Notwithstanding anything to the contrary set forth in this Paragraph 13, Tenant shall bear any and all costs for repairs to and replacement of any HVAC unit serving the Leased Premises if the gross negligence of Tenant and/or Tenant's guest(s), invitee(s), licensee(s), contractor(s), subcontractor(s), agent(s), representative(s), employee(s), officer(s), appointee(s), elected official(s), successor(s), assigned(s) and/or any person acting on behalf of Tenant is the cause of the requirement for any such repair or replacement.

c. **Water and Sewer.** Landlord shall maintain and supply adequate water and sewer services for the Building, including without limitation the Leased Premises.

d. **Voice and Data.** County shall contract directly for the installation and maintenance of its voice and data systems and a telecommunications service provider for all phone, internet and network services, including the use of the roof of the Building; and, County reserves the right to install its optical fiber and/or fiber cabling at the Building, in accordance with the mutually agreed upon plans by Landlord and County showing the location of said optical fiber and/or fiber cabling through the Property to the Building. County and Landlord shall coordinate during the period of Landlord's Work to determine if voice and data installation should take place during this time. Landlord shall have reasonable approval rights for wiring installation. County shall contract directly for installation and maintenance of its electronic security systems (ESS).

County shall be permitted to install ESS, including but not limited to security cameras, intrusion detection and access control as deemed necessary by the County to accommodate the County's use of the facility. County will coordinate placement of exterior devices with the Landlord.

e. **Miscellaneous.** Landlord shall furnish, supply and maintain, repair and replace, as applicable, all hallways, light fixtures (including light bulbs), stairways, lobbies, restroom facilities and maintain the Building grounds, parking facilities and other

common areas of the Property and Project at its sole cost and expense (subject to inclusion in Operating Expenses), in a safe and sanitary condition and the County's share of cost for maintenance and repairs incurred during the calendar year shall be passed through to the County as an Operating Expense as set forth herein. The Landlord shall use its commercially reasonable efforts to clear snow and ice from the driveways and sidewalks within the Project in a manner to allow the continued business operations of the County. Janitorial services for the Leased Premises shall be provided by the County, at its sole cost and expense and therefore not included as an Operating Expense charged to the County.

f. **Loss of Service.** Landlord shall have no liability or responsibility to supply heat, air conditioning, plumbing, cleaning, and/or electric service, when prevented from so doing by laws, orders or regulations of any Federal, State, County or Municipal authority or by strikes, accidents, or by any other cause whatsoever, beyond Landlord's control and shall have no liability whatsoever for any interruptions in utility services. Notwithstanding the foregoing, if any of the foregoing services is interrupted due solely to the non-payment, gross negligence or willful misconduct of Landlord such that the County cannot and does not reasonably conduct its permitted use in the Leased Premises from the standpoint of prudent business management and the interruption continues for more than (1) one business day following Landlord's receipt of notice from the Tenant, then Annual Rent shall abate as to the portion of the Leased Premises rendered unusable during the period beginning on business day of the interruption and ending on the date the service is restored. The County shall have the right to install a portable generator on the Property in the event of loss of electric service.

14. **DEFAULT.** If County fails (i) to pay installments of Annual Rent and such failure continues for ten (10) days after Landlord has given written notice to County, or (ii) to pay installments of Operating Expenses and such failure continues for ten (10) days after Landlord gives written notice to County or (iii) to perform any other material obligation of County under this Lease and such failure continues for thirty (30) days after Landlord has given written notice to County then, upon the happening of such event Landlord may terminate the Lease and repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of the following amounts: (i) any unpaid rent or any other outstanding monetary obligation of County to Landlord under the Lease for the remainder of the then current Term of the Lease and (ii) all reasonable costs incurred in recovering the Leased Premises, and restoring the Leased Premises to good order and condition. The foregoing shall not limit any other remedies Landlord may have as a result of such default, it being acknowledged and agreed that Landlord shall be entitled to all remedies available at law and equity for any default by the County hereunder.

15. **DAMAGE.** In the case of the total destruction of the Leased Premises by fire, other casualties, the elements, or other cause, or of such damage thereto as shall render the same totally unfit for occupancy by County for more than one hundred twenty (120) days, this Lease, upon surrender and delivery to Landlord by County of the Leased Premises, together with the payment of the Annual Rent to the date of such occurrence and a proportionate part thereof to the date of damage, shall terminate, and the parties

shall have no further obligations or liabilities under this Lease from the date of said termination, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term. If the Leased Premises are rendered partly untenable by any cause mentioned in the preceding sentence, Landlord shall, at its own expense, within one hundred twenty (120) days from the date of the damage restore the Leased Premises with reasonable diligence, including without limitation modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building, and the rent shall be abated proportionately for the period of said partial untenability and until the Leased Premises are fully restored by Landlord to the prior or better condition.

In the event of an emergency (being defined as an imminent threat of personal injury to County's employees or material damage to County's equipment or other property at the Leased Premises), County shall have the right to make such emergency repairs to the roof, foundation, interior and exterior walls, and floors, including, but not limited to the replacement of carpet and drywall from any water damage, of the building of which the Leased Premises are a part, or the roof membrane, skylights, roof vents, drains and downspouts of the Property, and the exterior and under slab utility systems for the Property, as may be reasonably necessary to prevent such material damage to the equipment or property of County situated in the Leased Premises, or such personal injury to County's employees, provided County has no reasonable alternative and has notified or attempted in good faith to notify Landlord's representative of such emergency by telephone (with subsequent written notice as soon as practicable). The provisions of this paragraph do not constitute an authorization by Landlord for County to enter the premises of any other tenant of the Property, and County has not been designated as Landlord's agent for the purposes of any such entry. Landlord shall reimburse County for the reasonable, out-of-pocket costs incurred by County in making such emergency repairs to the roof, foundation or exterior walls, as applicable, up to (but not to exceed) Fifty Thousand Dollars (\$50,000.00) with respect to each such occurrence, within thirty (30) days after submission by County to Landlord of an invoice therefore, accompanied by reasonable supporting documentation for the costs so incurred.

Notwithstanding the terms of the foregoing paragraph, Landlord may elect not to rebuild and/or restore the Leased Premises and/or Building and instead terminate this Lease by notifying County in writing of such termination within sixty (60) days after the date of damage, such notice to include a termination date giving County ninety (90) days, from the date of said notice, to vacate the Leased Premises. Notwithstanding the foregoing, Landlord may elect this option of termination only if the Building is damaged by fire or other casualty or cause, whether or not the Leased Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days from the date of damage (when such repairs are made without the payment of overtime or other premiums), (ii) the holder of any mortgage on the Building or ground or underlying lessor with respect to the Property and/or the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be, or (iii) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies. In

addition, if the Leased Premises or the Building is destroyed or damaged to any substantial extent during the year of the Term, then notwithstanding anything contained in this Section, Landlord or County shall have the option to terminate this Lease by giving written notice to the other of the exercise of such option within thirty (30) days after such damage or destruction, in which event this Lease shall terminate as of the date of such notice. Upon any such termination of this Lease pursuant to this section, County shall pay the Annual Rent and Operating Expenses properly apportioned up to such date of termination, and thereafter both parties shall be released and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term.

16. **PARKING AND GROUNDS.** During the Term, County, at no additional charge, shall have the exclusive right to use up to twelve (12) parking spaces in the parking lot serving the Building and the right to use the remainder of the parking lot serving the Building. The County may park operable vehicles in areas of the Project designated for non-reserved parking and park operable vehicles and trailers overnight at the truck loading docks and truck and trailer parking areas for the Leased Premises, provided there is no interference with the access of other tenants to the Building to parking lots and truck courts. Landlord shall permit the County to install electric car parking and plug-ins, bike racks and outdoor seating areas on the grounds adjacent to the Buildings in a location approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

17. **SIGNS.** Landlord, at Landlord's sole expense shall provide the County, with building-signage on the Building's entrance directory and/or suite entry door if required by the County. The County may provide, install and maintain exterior signs (with an electronic display and County logo) in a location approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Additionally, if such signage is illuminated and the electricity serving such signage is not separately metered to the County, then the County shall reimburse Landlord within thirty (30) days following receipt of an invoice for all electricity costs associated with such illuminated signage.

18. **LANDLORD'S RIGHT OF ENTRY.** Upon twenty-four (24) hours prior notice and provided that an employee of the County (including emergency personnel) is present on the Leased Premises the Landlord, and its agents, servants, and employees, including any builder or contractor employed by Landlord, shall have, upon reasonable advance notice to County, the right, license and permission, at any and all reasonable times, (i) to inspect the Leased Premises for maintenance and repair, or (ii) to make any alteration, improvement or repair to the Leased Premises. Notwithstanding the foregoing, (i) Landlord, and its agents, servants, and employees, including any builder or contractor employed by Landlord, shall not interfere with the business or operations of County, and (ii) if County is conducting sensitive, confidential matters, or case work at the time planned for an entry by Landlord or anyone acting by, through or under Landlord, then Landlord shall reschedule such entry with County to a mutually agreeable date and time. Tenant may perform commercially reasonable security screenings of any persons entering the Leased Premises

on behalf of Landlord with the consent of that person. Tenant's failure to obtain said consent shall not bar that person's entry onto the Leased Premises except where such bar is determined to be reasonable by Landlord, or where such security screening is legally mandated, after prior notice from Tenant.

19. **EXPIRATION.** It is agreed that the Term expires on the Term Expiration Date, without the necessity of any notice by or to any of the parties hereto. If County occupies the Leased Premises after such expiration, it is understood that, in the absence of any written agreement to the contrary, County shall hold the Leased Premises as a holdover "Tenant from month to month", subject to all the other terms and conditions of this Lease, at the highest monthly rental installments reserved in this Lease or agreed to by Landlord and County in writing with respect to the Option Period, if applicable; provided that Landlord shall, upon such expiration, be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession that may be now in force or may hereafter be enacted, excluding the recovery of consequential damages. As used in this Lease, a "month-to-month" tenancy shall mean that during such period either Landlord or County may terminate this Lease upon thirty (30) days' notice to the other party.

Not more than seven (7) days prior to expiration, County agrees to schedule an inspection with Landlord to confirm that the Leased Premises will be in the condition as provided in this Lease.

20. **CONDEMNATION.** It is agreed in the event that condemnation proceedings are instituted against a material portion of the Leased Premises and title taken by any Federal, State, or the County, then this Lease shall become null and void at the date of settlement of condemnation proceedings and County shall not be entitled to recover any part of the award which may be received by Landlord.

21. **SUBORDINATION; REORDATION OF LEASE.** Landlord shall use its best commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from its current lender holding a deed of trust on the Leased Premises on such lender's standard form, subject to such commercially reasonable modifications as the County and such lender shall mutually agree upon. The parties agree that this Lease shall not be recorded among the Land records of Howard County; however, a memorandum of this Lease may be recorded in the land records of Howard County at the County's cost.

22. **NOTICES.** Any written notice required by this Lease shall be deemed sufficiently given, on the day it is hand delivered if there is a verified signed receipt, or within three (3) business days if sent via first class mail, postage pre-paid, certified mail and there is a signed return receipt, or on the next business day if sent by overnight courier service if there is a verified signed receipt.

Any notice required by this Lease is to be sent to Landlord at:

P Portfolio Owner  
59 Sarles Street  
Armonk, NY 10504

Any notice required by this Lease is to be sent to County at the Leased Premises with a copy to:

Chief Real Estate Services Division  
Department of Public Works  
George Howard Building  
3430 Court House Drive  
Ellicott City, Maryland 21043

Chief of Bureau of Facilities  
Department of Public Works  
9200 Berger Road  
Columbia, Maryland 21046

23. **REMEDIES NOT EXCLUSIVE.** No remedy conferred upon either Landlord or County at law or in equity shall be considered exclusive of any other remedy, but shall be in addition to every other remedy available to Landlord or County as to claims arising under this Lease. Every remedy available to Landlord or County may be exercised concurrently or from time to time, as often as the occasion may arise.

24. **WAIVERS.** It is understood and agreed that nothing shall be construed to be a waiver of any of the terms, covenants and conditions herein contained, unless the same be in writing, signed by the party to be charged with such waiver, and no waiver of the breach of any covenant shall be construed as the waiver or the covenant of any subsequent breach thereof.

25. **PERFORMANCE.** It is agreed that the failure of either Landlord or County to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any right provided for herein shall not be construed as a waiver or relinquishment for the future of such covenant or right, but the same shall remain in full force and effect, unless otherwise expressed in writing by Landlord or County.

26. **FINAL AGREEMENT.** This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

27. **QUIET ENJOYMENT.** County, upon paying the Annual Rent and Operating Expenses, and other charges herein provided, and observing and keeping all of its covenants, agreements, and conditions in this Lease, shall have the right of quiet enjoyment to the Leased Premises during the Term without hindrance or molestation by anyone claiming by, through or under Landlord

28. **ESTOPPEL CERTIFICATE.** Within fifteen (15) business days following a

request in writing by Landlord, County shall execute and deliver to Landlord an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of **Exhibit F** attached hereto and incorporated herein (or such other form as reasonably may be required by any prospective mortgagee or purchaser of the Property, or any portion thereof), indicating any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee or purchaser.

29. **ENVIRONMENTAL REQUIREMENTS.** County shall not use or allow another person or entity to use any part of the Leased Premises for the storage, use, treatment, manufacture or sale of Hazardous Material. Landlord acknowledges, however, that County will maintain products in the Leased Premises which are incidental to the operation of its general office use, including, without limitation, photocopy supplies, secretarial supplies and limited janitorial supplies, which products contain chemicals which are categorized as Hazardous Materials. Landlord agrees that the use of such products in the Leased Premises in the manner in which such products are designed to be used and in compliance with applicable laws shall not be a violation by County of this section. As used in this Lease, the term "Hazardous Materials" shall mean any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively, "Environmental Laws").

30. **BROKERS.**

Landlord and County hereby warrant to each other that it has not dealt with any broker, agent or finder entitled to any commission, fee or others compensation by reason of the execution of the Lease, except that the County has retained Chartwell Enterprises, LLC as the County's broker ("County's Broker"), and that the Landlord has retained Newmark as the Landlord's broker ("Landlord's Broker) and that they know of no other real estate agent broker or agent who is entitled to a commission or fee in connection with this Lease. Landlord shall pay County's Broker in accordance with the terms of a separate commission agreement entered into between the Landlord and County's Broker. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Broker.

31. **GENERAL**

a. **Governing Law.** The provisions of the Lease shall be governed by the laws of Howard County and the State of Maryland. The Landlord agrees that any dispute arising under this Lease shall be filed in the Circuit Court of Maryland for Howard County.

b. **Efficiency Standards.** Landlord shall endeavor to maintain current International Building Code efficiency standards for all fixtures in the Leased Premises;



to detect and repair leaks in distribution lines and plumbing fixtures; to retrofit or replace fixtures as required; to manage system pressure so as to reduce usage; and when feasible, install efficient landscape design and irrigation techniques and wastewater reclamation and recycling of water for non-potable applications.

c. **Political Contribution Disclosure.** The Landlord shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland.

d. **Recycling Plan.** The Landlord shall ensure and facilitate the County's participation in applicable recycling plans and shall collect and properly recycle recyclable materials.

e. **Retention of Records.** The Landlord shall retain and maintain all records and documents relating to this Lease for three years after final payment by the County hereunder or for such time period specified under any applicable statute of limitations, whichever is longer, and shall make said records available for inspection and audit by authorized representatives of the County or its designee, at all reasonable times. Notwithstanding anything to the contrary reflected in this Section 31e, in the event of a sale of the Building or all or any portion of the Project, Landlord shall be released from its record keeping obligations hereunder if Landlord forwards all records relating to this Lease to Tenant or otherwise makes such records available to Tenant for review.

f. **Representations and Warranties.** The Landlord hereby represents and warrants that:

(i) It is qualified to do business in and in good standing with the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

(ii) It is not in arrears with respect to the payment of any monies due and owing Howard County, Maryland or the State of Maryland, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Lease;

(iii) It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and

(iv) It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

g. **Addendum.** The Landlord agrees to fully complete, execute and/or comply with the exhibits, affidavits and addenda that are attached to the Lease and fully incorporated as a part of the Lease by reference thereto.

h. **Lease Amendments**. The Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Lease is signed and executed.

i. **Interpretation**. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made in the plural or singular number as well, (c) to Landlord or County shall be deemed to refer to each person so named above and its successors and assigns, and (d) to a Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such part of this Lease. The headings of such parts are provided herein only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. The Lease may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

j. **Public Information Act**. The County is subject to the Maryland Public Information Act, which requires public access to most of the County's records and documents, such as this Lease.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties execute this lease, under seal, the day and year first above written:

**LANDLORD:**

**WITNESS/ATTEST:**

\_\_\_\_\_

**P PORTFOLIO OWNER, LLC**  
A Delaware limited liability company

By: \_\_\_\_\_ (SEAL)

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

Title: \_\_\_\_\_

[Member and Authorized Signatory]

**ATTEST:**

**HOWARD COUNTY, MARYLAND**

\_\_\_\_\_  
Lonnie Robbins  
Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Calvin Ball  
County Executive

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Jacqueline R. Scott, Director  
Department of Community Resources and Services

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Thomas J. Meunier, Director  
Department of Public Works

**APPROVED FOR SUFFICIENCY OF FUNDS:**

\_\_\_\_\_  
Rafiu O. Ighile  
Director of Finance

Approved for Form and Legal Sufficiency  
on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

\_\_\_\_\_  
Norman E. Parker, Jr.  
Assistant Deputy County Solicitor

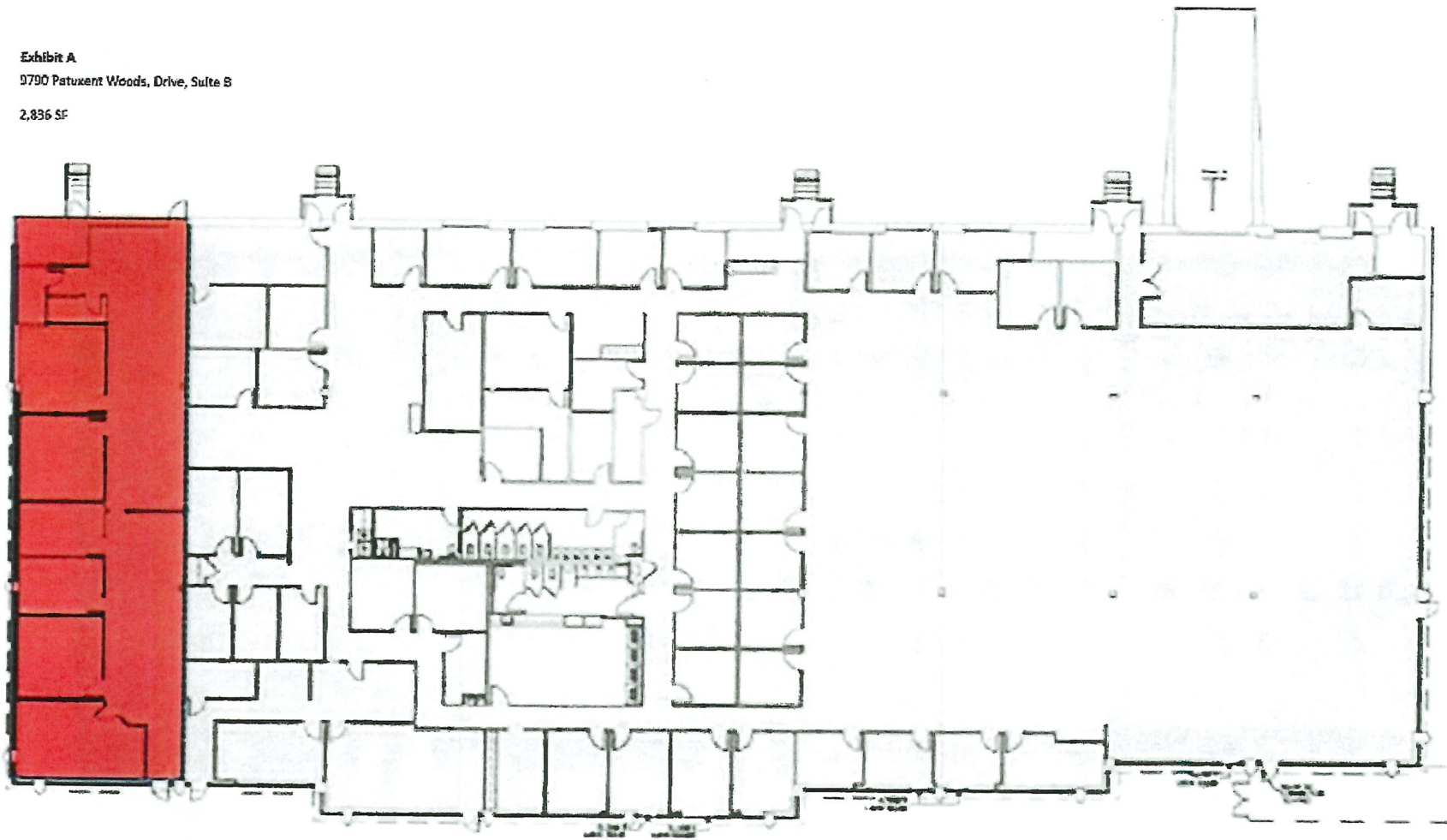
**EXHIBIT A**  
**DEPICTION OF LEASED PREMISES**

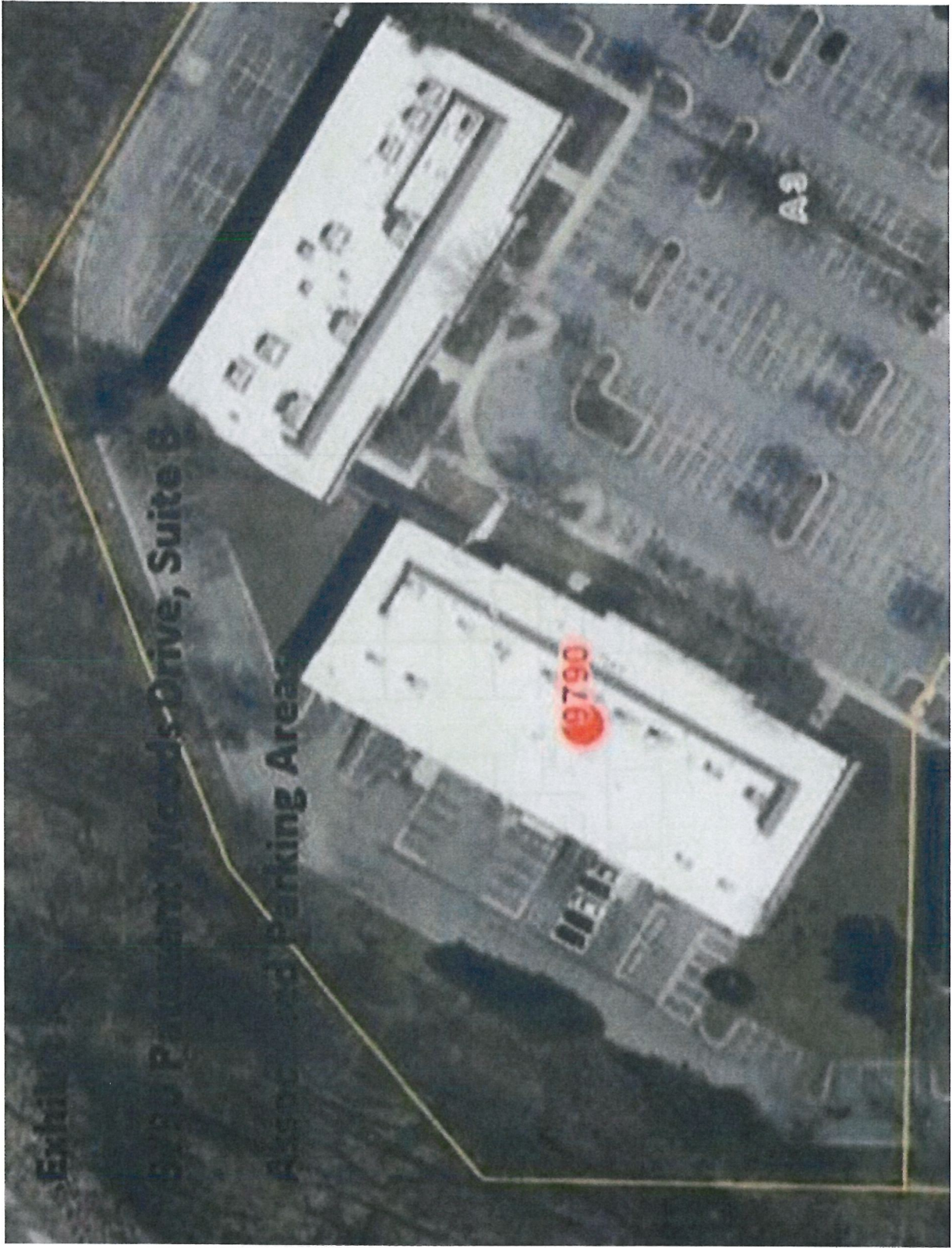
**[to be added at time of signing]**

Exhibit A

9790 Patuxent Woods, Drive, Suite B

2,896 SF







**EXHIBIT B**  
**DECLARATION OF COMMENCEMENT DATE**

This Declaration of Commencement Date is made as of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ ("Landlord"), and \_\_\_\_\_ ("County"), who agree as follows:

1. Landlord and County entered into a Lease Agreement dated \_\_\_\_\_, 20\_\_ (the "Lease"), in which Landlord leased to County, and County leased from Landlord, certain Leased Premises described therein in the office building located at \_\_\_\_\_ (the "Building"). All capitalized terms herein are as defined in the Lease.

2. Pursuant to the Lease, Landlord and County agreed to and do hereby confirm the following matters as of the Commencement Date of the Term:

- a. the Commencement Date of the Lease is \_\_\_\_\_;
- b. the Rent Commencement Date of the Lease is \_\_\_\_\_;
- c. the Initial Term Expiration Date of the Lease is \_\_\_\_\_;
- d. the number of rentable square feet of the Leased Premises is \_\_\_\_\_;
- e. Tenant's Proportionate Share of Operating Expenses is \_\_\_\_\_ %;

3. County confirms that:

- a. it has accepted possession of the Leased Premises as provided in the Lease but subject to all the terms thereof;
- b. Landlord has fulfilled all of its obligations under the Lease as of the date hereof except as follows: \_\_\_\_\_; and
- c. the Lease is in full force and effect and has not been modified, altered, or amended, except as follows.

4. The provisions of this Declaration of Commencement Date shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors and assigns, and to all mortgagees of the Building, subject to the restrictions on assignment and subleasing contained in the Lease, and are hereby attached to and made a part of this Lease.

**LANDLORD:**

\_\_\_\_\_, limited  
liability company



**EXHIBIT C**  
**WORK AGREEMENT**

Capitalized terms not otherwise defined in this Work Agreement shall have the meanings set forth in the Lease. In the event of any conflict between the terms of this Work Agreement and the other terms of the Lease, the terms most favorable to the County shall prevail for the design and construction of the Tenant Improvements. The Landlord and County agree that the Landlord shall (i) provide the County access to the Leased Premises upon the Commencement Date pursuant to section 3.a. of this Lease, (ii) provide a Tenant Improvement Allowance of \$85,080.00 pursuant to section 6.c of this Lease, and (iii) complete the Landlord's Work on or before the Rent Commencement Date pursuant to section 6.b of this Lease.

**A. TENANT IMPROVEMENTS.** County shall furnish and install in the Leased Premises in accordance with the terms of this Work Agreement, the improvements set forth in the Tenant's Plans (hereinafter defined) which shall have been approved by Landlord in accordance with Paragraph B below (the "Tenant Improvements"). The Tenant Improvements shall utilize the Building standard materials and comply with the Building standards for construction set forth on Schedule B-1 attached hereto (collectively, the "**Building Standards**"). Except as otherwise set forth herein, the costs of all space planning, and architectural and engineering work for or in connection with the Tenant Improvements, including without limitation all drawings, plans, specifications, permits or other approvals relating thereto, and all insurance, bonds and other requirements and conditions hereunder, and all costs of demolition and construction shall be paid for by County, subject to the application of the Tenant Improvement Allowance in accordance with the terms of this Work Agreement. County shall coordinate with Landlord's contractors for the Landlord for the Landlord's Work, at Landlord's expense.

**B. LANDLORD'S WORK.** Landlord shall provide, at Landlord's expense, the improvements as shown in **Exhibit D**, and the following: all construction elements needed to remove any barriers for access to the Leased Premises in accordance with the Americans with Disabilities Act and other elements that may be required to bring the Leased Premises in compliance with the Legal Requirements, as set forth in the agreed upon plans. Upon the completion of the Landlord's Work, the County shall inspect the Landlord's Work and provide to Landlord a punch list of items of Landlord's Work that need to be repaired or replaced to be acceptable for County's use of the Leased Premises pursuant to Section 7 of this Lease. All of Landlord's Work shall be warranted for repair and replacement for a period of two (2) years.

**C. PLANS AND SPECIFICATIONS**

**1. Design Intent Plan.** The County shall provide the Landlord with a space concept plan for the Leased Premises (the "**Design Intent Plan**") showing, inter alia, the layout of the Leased Premises upon completion of the Tenant Improvements, and certain materials, finishes and architectural details to be included in the Tenant Improvements.

**2. Architect.** County shall cause \_\_\_\_\_ (the "Architect") and, together with the Engineers (hereinafter defined), to design the Tenant Improvements and prepare the construction documents for the Leased Premises consistent with the Design Intent Plan (the "Construction Documents"). The parties expressly acknowledge and agree that, unless expressly provided to the contrary in the Design Intent Plan with respect to particular components of the Tenant Improvements, all Tenant Improvements depicted in the Construction Documents shall be in conformance with the Building Standards. The cost of preparation of the Construction Documents shall be borne by County.

**3. Engineers.** County may retain the services of an engineering firm selected by the County or Architect and reasonably acceptable to the Landlord (the "**Engineers**"; and, together with the Architect, the "**Design Professionals**") to: (i) design the type, number and location of all mechanical systems in the Leased Premises, including without limitation the heating, ventilating and air conditioning system therein, and to prepare all of the mechanical plans; (ii) assist with the electrical design of the Leased Premises, including the location and capacity of light fixtures, electrical receptacles and other electrical elements, and to prepare all of the electrical plans; (iii) assist with plumbing-related issues involved in designing the Leased Premises and to prepare all of the plumbing plans; (iv) assist with the structural elements of the Design Professionals' design of the Leased Premises and to prepare all the structural plans; and (v) prepare the fire suppression and life-safety systems for the Leased Premises.

**4. County Review and Approval.** Landlord acknowledges and agrees that the Landlord's Work shall be designed and constructed in conformity with the Design Intent Plan and the Building Standards. County shall be provided the Landlord's draft construction documents at the 50% completion and at 90% completion (the "Landlord's Construction Documents"). At each stage of completion, the County shall provide its written comments on the Landlord's Construction Documents for the Landlord to address in the Landlord's Construction Documents no later than ten (10) business days after the County's receipt of the Landlord's Construction Documents.

**5. Landlord's Approval.** Landlord's approval of the Construction Documents (including revisions thereto) shall not be unreasonably withheld, conditioned or delayed. Landlord shall note with reasonable particularity those items, if any, shown on the Construction Documents which are not acceptable to Landlord.

**6. Tenant Plans.** The Construction Documents, once approved by Landlord and County in accordance with the terms of this Section B and as may be thereafter modified by Landlord-approved Change Orders, are referred to collectively as the "**Tenant Plans.**"

#### **D. CHANGES TO TENANT PLANS.**

1. **Change Order.** Any and all changes to the Tenant Plans or Tenant Improvements requested by County shall be in writing (each a "**Change Order**").

2. **Change Order Costs and Delays.** Landlord shall not be responsible for delay in occupancy by County, nor shall the Rent Commencement Date be delayed, because of any delay caused by Change Orders. County shall be solely responsible for all costs and expenses associated with any Change Order, and for any and all delay resulting therefrom, including without limitation costs or expenses relating to (i) any additional architectural or engineering services and related design expenses, (ii) any changes to materials in process of fabrication, (iii) cancellation or modification of supply or fabricating contracts, or (iv) removal or alteration of work or plans completed or in process. All such costs and expenses shall be deemed Construction Costs.

## **E. COST OF TENANT IMPROVEMENTS**

1. **Construction Costs.** All costs of design and construction of the Tenant Improvements, including without limitation the costs of all space planning, architectural and engineering work related thereto, all governmental and quasi-governmental approvals and permits required therefor, all construction costs, contractors' overhead and profit, insurance and other requirements, costs associated with any Change Orders, and all other costs and expenses incurred in connection with the Tenant Improvements (collectively, "**Construction Costs**"), shall be paid by County, subject, however, to the application of the Tenant Improvement Allowance. Notwithstanding the foregoing to the contrary, Construction Costs shall not include, and County shall not be liable for the payment of: (i) any changes to common areas of the Building (such as, for example only, common area restrooms) that may be required by Legal Requirements as a result of the construction of those Tenant Improvements; it being agreed that the costs of any such changes which are required as a result of any Tenant Improvements which are not Standard Improvements (such as, for example only, any general assembly space) may be included in Construction Costs; or (ii) costs incurred by Landlord to cure any violation of Legal Requirements existing as of the Effective Date, or (iii) the Landlord's Work.

2. **Improvement Allowance.** Landlord agrees to grant County an improvement allowance ("**Improvement Allowance**") in the amount of Eighty-Five Thousand Eighty Dollars (\$85,080.00) (or \$30.00 per rentable square foot of the Leased Premises), to be applied only against the Construction Costs incurred by Landlord and as otherwise provided in this Work Agreement.

3. **Costs Exceeding Tenant Improvement Allowance.** All Construction Costs in excess of the Tenant Improvement Allowance shall be paid by County.

## **F. CONSTRUCTION**

1. **Contractor.** The County shall (i) solicit bids from licensed contractors, and (ii) select the successful bidder for the contract for construction of the Tenant

Improvements (the "**Construction Contract**"). Following the execution of the Construction Contract, County shall cause Contractor to commence and diligently pursue to completion by the Rent Commencement Date, in a good and workmanlike manner, the construction of the Tenant Improvements in accordance with the Tenant Plans and the Legal Requirements.

**2. Construction Supervision.** All Tenant Improvements shall be performed by the Contractor. Landlord may, at its expense, retain another construction supervisor ("**Landlord's Construction Supervisor**") as Landlord's construction supervisor in connection with the construction of the Tenant Improvements.

**3. Periodic Inspection; Construction Meetings.** Landlord's Construction Supervisor is authorized by County to make periodic inspections of the Leased Premises during construction during reasonable business hours, provided Landlord's Construction Supervisors accompanied by a representative of County or the Contractor.

#### **G. ACCEPTANCE OF LEASED PREMISES.**

**1. Punch List.** Approximately three (3) business day prior to the delivery of possession of the Leased Premises, Landlord, County, Design Professionals, and the Contractor shall make an inspection of the Leased Premises to determine whether the construction and installation of the Tenant Improvements has been completed in accordance with the Tenant Plans and to prepare a punch list (the "**Punch List**") of work requiring correction or completion by Contractor. Any disputes between Landlord and County concerning any Punch List item not resolved by Landlord and County shall be decided by Space Planner and an independent third-party architect selected by Landlord and reasonably acceptable to County, and any such decision reached by such architects shall be binding on Landlord and County.

**H. TENANT IMPROVEMENTS REMAIN.** Subject to section 2.c of this Lease, all items of the Tenant Improvements, whether or not the cost is covered by the Tenant Improvement Allowance, shall become the property of Landlord upon expiration or earlier termination of the Lease and shall remain on the Leased Premises upon the termination of the Lease.

**I. COUNTY'S REPRESENTATIVE.** County hereby designates Sharon R. Walsh, Chief Bureau of Facilities, Department of Public Works, whose email address is swalsh@howardcountymd.gov and whose telephone number is 410-313-5386 and her designated project manager for the Leased Premises, to act as County's representative for purposes of authorizing and executing any and all documents, workletters, plans, specifications, cost estimates, or other writings and changes thereto needed to effect this Work Agreement, and any and all changes, additions or deletions to the work contemplated herein, and Landlord shall have the right to rely on any documents executed by such authorized party.

**SCHEDULE B-1**  
**BUILDING STANDARDS AND BASIS-OF-DESIGN INFORMATION**  
**COUNTY'S BUILDING STANDARDS:**

**PARTITIONS:**

- (A) Office: 5/8" sheetrock each side of 3 5/8" metal studs with interior batt insulation.
- (B) Demising: 5/8" sheetrock each side of 3 5/8" metal studs to structure with interior batt insulation.

**DOORS:**

- (A) Office: 3'-0" x 7'-0" - 1 3/4" solid core wood, single lite clear glazing, stained veneers. 5- 1/2" nominal top rails and stiles and 11" nominal bottom rail.
- (B) Miscellaneous: 3'-0"- 7'0"- 1 3/4" solid core wood, stained veneer.
- With the exception of main entrance doors, all doors and hardware leading into the Tenant space from the public corridor will be Building Standard and are to be recessed if the door swings out.
- Design of the main entrance must be submitted to the building management for approval.

**Interior Door Frames:**

- Three-piece, knock-down, hollow metal door frames.
- Finish: Paint selected by County.

**Hardware:**

- Lock/Latch Sets:
  - Standard is Sargent with Best Cylinders- LB key way (Alternate: Yale, Schlage, or approved equal)
  - Finish for all door hardware shall be (Satin Chrome) unless otherwise noted.
  - Lever lockset is standard interior doors.
  - Mortise lockset is standard suite entry doors.
  - Latch set- Passage Function; Satin Stainless Steel with Floor Stop.
  - Lockset- Keyed- Office Function (outside key/inside always unlocked) Brushed Stainless Steel, Floor Stop.
  - Lever latch set- Office Lock Function- ANSI F82 (Function Outside Key/ Inside Push-Button Lock) with Floor Stop.
  - Floor Stop: (1<sup>st</sup> Choice)- Dome floor stop IVES 436 Dome Stainless Steel or equal.
  - Wall Stop: (2<sup>nd</sup> Choice)- IVES 407 CCV Stainless Steele or equal.
  - Closer: LCN 4010T (pull side) or 4110 (push side); LCN 3130 concealed in door or equal.
  - Hinges: McKinney TB2314 or equal (Standard weight, ball bearing SST, Full Mortise).
  - Silencers: IVES #20 or equal.

**WALL TILE:**

- Provide ceramic tile at all 'wet walls', full height. Corners shall be finished with extruded aluminum trim.

**CARPET:**

- Kinetix flooring in fitness center.
- Carpet tile. Case by case basis and is to be approved by the County.

**HARD SURFACE FLOORING:**

- Luxury Vinyl Tile at least 20 mil wear layer.

**Floor Tile:**

- Ceramic Tile in all restrooms and shower areas. Slope to floor drain, with ceramic base.

**PAINT:**

- Field paint plus two accent colors. Each office shall have one accent wall. Conference, huddle and open space may have accent wall or accent paint as directed by County.

**BASE:**

- 4" rubber cove base. Case by case basis and is to be approved by County.

**WINDOW TREATMENT:**

- Manually operated roller shades on exterior windows. Obscuring film on interior glazing.

**FIRE PROTECTION:**

- The building, or portions thereof, shall be completely sprinkled by a combination wet sprinkler-standpipe system. Building standard sprinkler heads are to be semi-recessed sprinkler heads. The entire system shall be in accordance with NFPA 13 and 14 and shall meet all requirements of State and local authorities and the Owner's Insurance Underwriter.

**PLUMBING:**

- Roof drains, if needed, will discharge through rain leaders running vertically through the building and discharging to the storm sewer. Air handling unit condensate, where possible, will tie into the storm system.
- Domestic hot water will be provided by two (2) gas-fired hot water instantaneous water heaters, Leslie or Reznor. Each sized at 66% of the maximum design load.
- Floor drains shall be provided in toilet rooms.

**HVAC:**

- Multiple Direct Expansion Rooftop Air Handlers shall be provided, each dedicated to individual department spaces. All Air Handling Units (AHU) will be provided with variable frequency drives (VFD). AHU by Daiken or Trane.
- Each AHU will have a pre-heat coil (gas-fired) and cooling coil. Cooling coil shall be capable of supplying a discharge temperature of 52F to downstream air terminal units (ATU). Pre-heat coil discharge air temperature should be linearly proportional to the outside air temperature via a reset schedule. Each AHU should be equipped with lo-ambient controls and able to run in economizer mode (aka Free Cooling)
- Hydronic hot water shall supply the ATU re-heat coils downstream of the AHU. The hot water temperature should be proportional to the outside

temperature with a maximum water temperature of 180F. The Re-Heat coils shall be served by a bank of sealed combustion condenser boilers. Each bank should be manifolded for staging and capacity control. The system shall be designed that the spaces can comfortably rely on the re-heat coils during moderately cold weather (approximately 35F-45F outdoor temperature) without the need of the Pre-Heat coil. This will also provide a safety factor if the rooftop pre-heat coil(s) fail.

- Supply ductwork and associated AHU shall be routed to their respective zones. Medium pressure galvanized supply ductwork shall deliver 52 degree F air to variable air volume (VAV) terminals, Kreuger, Titus, or equal. Each air terminal unit (ATU) to be equipped with a pressure independent modulating control valve and integral re-heat coil. Re-Heat control valve by Belimo or Griswold. ATU shall come equipped with factory-installed controllers. Each VAV terminal unit shall record at the BAS system the mixed air temperature, discharge air temperature, damper position, valve position, and supply CFM.
- Energy recovery wheels (Semco Molecular Sieve Wheels) shall be provided to capture the waste heat associated with the building exhaust and transfer this heat to the building supply system. In lieu of an ER Wheel, the Consultant may elect to use an energy recovery coil.
- Separate toilet exhaust systems shall be provided. Electric rooms and mechanical rooms shall be ventilated with a minimum of six (6) air changes.
- Each Data Closet to have dedicated cooling by means of a split system. The equipment and room temperature shall be capable of being remotely monitored and alarmed via the Building Automation System (BAS)

#### **ENVIRONMENTAL CONTROLS:**

- The building shall be environmentally controlled by a pneumatic-electric, direct digital control (DDC) system. System shall be BACNET-compatible. Central systems shall employ a direct digital control system with electric driven terminal devices. Where the torque requirements are excessive, pneumatic actuators shall be allowed. Johnson Controls or EASI is required.

#### **ELECTRICAL POWER/DISTRIBUTION:**

- Voltage drop in the building will be limited to 2% for feeders and 3% for branch circuits, for a maximum of 5% overall.
- Panelboards shall be provided in each electrical closet for common space loads. Each panel shall have 42 poles and be equipped with Transient voltage surge suppression (TVSS) equipment. A dry type transformer and a receptacle panel shall be provided in each electrical closet to serve receptacles and other minor 120V loads. Panelboards and transformers by Square-D or Cutler Hammer. All panel board covers shall be installed unless a qualified electrician is working in the panel board.
- All distribution feeders and branch circuit wiring shall be copper with type THHN/THWN insulation and shall be installed in electrical metallic tubing

(EMT) with setscrew, steel fittings. Connections to vibrating equipment shall be sealtite, flexible metallic conduit. Final connections to lighting fixtures shall be flexible metallic conduit.

- All required sub meters shall be located in building electrical rooms (meter fuses and C/T's shall be installed in separate enclosure adjacent to electrical panel).
- All dedicated rooms (server, telecom, etc.) shall have all electrical associated with room fed from dedicated, sub-metered panel.
- Contractor shall furnish to building management two sets of as built electrical drawings with junction box locations and circuit numbers for each device and light fixture clearly marked. All spare or unused circuits shall be shown on as built drawings.

#### **NORMAL POWER:**

##### Receptacles and Equipment Connections

- Industrial heavy duty specification grade switches and receptacles shall be provided. Receptacles shall be 20A, 125V rated wide body style with triple wipe brass power contacts, mounting strap with integral ground contacts and an impact resistant nylon face. Switches shall be 20A, 125/277V rated FSUL WS 896-E and UL 20 approved.
- County to select receptacle face plate type. All receptacle face plates shall be professionally (label maker) labeled with panel and circuit number(s).
- Where applicable, miscellaneous mechanical equipment shall be fed from 480volt motor control centers, distribution panels, or branch circuit panelboards as appropriate. Miscellaneous equipment such as overhead doors, elevators, etc. shall be supplied from 480 volt or 208volt branch panelboards as required.
- A ground fault interrupter receptacle with weatherproof cover shall be provided on the exterior of the building at each door and within 3' of any mechanical equipment on the roof.

#### **LIGHTING SYSTEMS:**

- All interior spaces shall be provided with lighting fixtures designed to enhance the aesthetics and to provide illumination levels consistent with current standards as defined by the Illuminating Engineering Society of North America (IESNA) "Lighting Handbook". In general, all interior lighting fixtures will utilize LED light sources wherever practical. All LED lighting to have a color temperature of 5000 Kelvin.
- All lighting shall be LED.

#### **LIGHTING CONTROLS:**

- Switches shall be provided for all spaces. Interior offices, file room, and restrooms shall have occupancy sensor-controlled switches. Vacancy Sensors or Occupancy Sensors, whichever applies, should be installed in all areas unless directed otherwise. Lighting relay control cabinets will be provided on each floor to control the automatic off function of all fixtures on



normal power that are not controlled by sensors. The main control/time clock for the lighting relay control cabinets shall be located in the first-floor cabinet. The design shall be based on the Watt Stopper company lighting control products.

- County to select switch face plate type.

#### **EMERGENCY LIGHTING:**

- Emergency lighting shall be provided throughout the egress paths, stairwells, equipment rooms, and exit ways. All exit signs and egress lighting within the County space is required to be connected to the building's Emergency Power System and must comply with County, State, and Federal Codes and ADA Regulations. Corridor emergency lighting circuits shall be wired directly to the emergency panel branch circuit breaker.

#### **FIRE ALARM SYSTEMS:**

- The Owner's Fire Alarm system may need to be upgraded to meet current Life Safety Codes. If so, a complete multiplexed addressable fire alarm system shall be provided throughout the building in accordance with the requirements of NFPA and ADA. The fire alarm system shall include a control panel located in the main electrical room and a remote annunciator panel located in the Fire Command Center near the main entrance lobby. Manual pull stations, smoke detectors, thermal detectors, duct detectors, signaling devices (speaker/strobes), sprinkler flow switches, and sprinkler tamper switches shall be provided as required by NFPA and ADA. Concealed duct detectors shall have remote alarm lights located in corridors mounted 72" above the floor. All fire alarm wiring shall be installed in EMT conduit.

#### **CEILINGS:**

Offices and main corridors (open and closed):

Product: "Ultima High NRC", item #1943 as manufactured by Armstrong World Industries, Inc.

Classification: ASTM E1264- TYPE IV, FORM 2, PATTERN E

Material: Wet-formed mineral fiber with DuraBrite acoustically transparent membrane

Finish: DuraBrite with factory-applied latex paint

Color: White

Light Reflectance LR: Not less than 0.87

Noise Reductions Coefficient NRC: Not less than 0.80

Ceiling Attenuation Coefficient CAC: Not less than 35

Articulation Class AC: Not less than 170

Flame Spread: Class A

Dimensional Stability: HumiGuard Plus

Antimicrobial Protection: BioBlock plus- resistance against the growth of mold/mildew and gram positive and gram negative odor and stain causing bacteria

Edge Detail: Square lay-in for interface with Prelude XL 15/16" suspension system

Thickness: 7/8 inch

Size: 24 by 48 inches

Suspension System: Prelude XL 15/16" Exposed Tee Grid System, color white

Shower rooms:

Product: "Ceramaguard" item #608, as manufactured by Armstrong World Industries, Inc.

Classification: ASTM E1264 – Type XX, Pattern C E

Material: Ceramic and mineral fiber composite

Finish: Scrubbable factory-applied plastic paint finish

Color: White

Light Reflectance LR: Not less than 0.82

Noise Reductions Coefficient NRC: Not less than 55

Ceiling Attenuation Coefficient CAC: Not less than 40

Flame Spread: FireGuard

Dimensional Stability: HumiGuard Max

Antimicrobial Protection: Inorganic product- resistant to the growth of mold/mildew and bacteria

Edge Detail: Square lay-in for interface with Prelude Plus XL Aluminum 15/16" suspension system

Thickness: 5/8 inch

Size: 24 by 48 inches

Suspension System: Prelude Plus XL Aluminum 15/16" exposed tee grid system, color white

**EXTERIOR SITE AND FACADE LIGHTING:**

- Facade lighting for the building will be limited to floodlights, decorative sconces at the main entrances, and pole lighting. All exterior lighting to be LED.

**PIPED SYSTEMS:**

- Domestic Cold/Hot Water Systems: A domestic cold/hot water system shall be provided with service to toilet rooms, janitor closets, and break areas. Piping shall be seamless copper water tube, ASTM B88, Type L, Hard. Fittings shall be copper solder joint fittings, 150 lb , ANSI B16.22-73. Joint shall be solder, ASTM B32-78 tin-antimony 95-5.
- A domestic hot water re-circulating system should be provided.
- Gas Systems: PRV stations are required. Natural gas piping shall be black steel pipe, ASTM A120-78, ANSI Schedule 40. Joints shall be American Standard for piping threads ANSI B2.1-68.

**BASE BUILDING STANDARDS & BASIS-OF-DESIGN INFORMATION**  
**PUBLIC CORRIDOR AND LOBBY FINISHES:**

**CARPET:**

- Carpet: 28 oz. minimum. Carpet tile.

**BASE:**

- Manufacturer: Rappe or similar
- Style: 4" Rolled Goods
- Color: TBD

**WALLS:**

- Lobby & Corridor Paint ICI/ Glidden TBD

**ACCOUSTIC CEILING PANEL & GRID:**

- Manufacturer: Armstrong, Prelude XL or equal 2' x 4' Beveled Tegular Ceiling Tiles 15/16"

**DOORS:**

- County Suite Entry
  - (A) Main Entry Suite \_\_\_\_\_: Glass - 3'-0" x 8'-0" height glass (Herculite or equal)
  - (A) Main Entry Suite \_\_\_\_\_: Double suite entry doors with glass inset panel
  - (B) Second Door: 3'-0 x Full Height x 1-3/4" solid core building standard stain grade wood
- Core Doors:
- Restrooms -3'-0" wide, Full Height x 1-3/4" solid core building standard paint grade wood, stairs, electrical etc.

**DOOR FRAMES:**

- County Suite Entry: Frameless at glass or paint at HM frames
- Paint (semi-gloss)

**HARDWARE:**

- **Lock/latchsets:**
  - Standard is Sargent with Best Cylinders - LB key way (Alternate: Yale, Schlage, or approved equal)
  - Lockset Mortised
  - Finish for all door hardware shall be (Satin Chrome) unless otherwise noted
- RESTROOM - TBD
- Floorstop: (1st choice) Dome floor stop IVES 436 Stainless Steel or equal
- Wallstop: (2nd choice) IVES 407 CCV Stainless Steel or equal
- Closer: LCN 4010T (pull side) or 4110 (push side); LCN 3130 concealed in door or equal

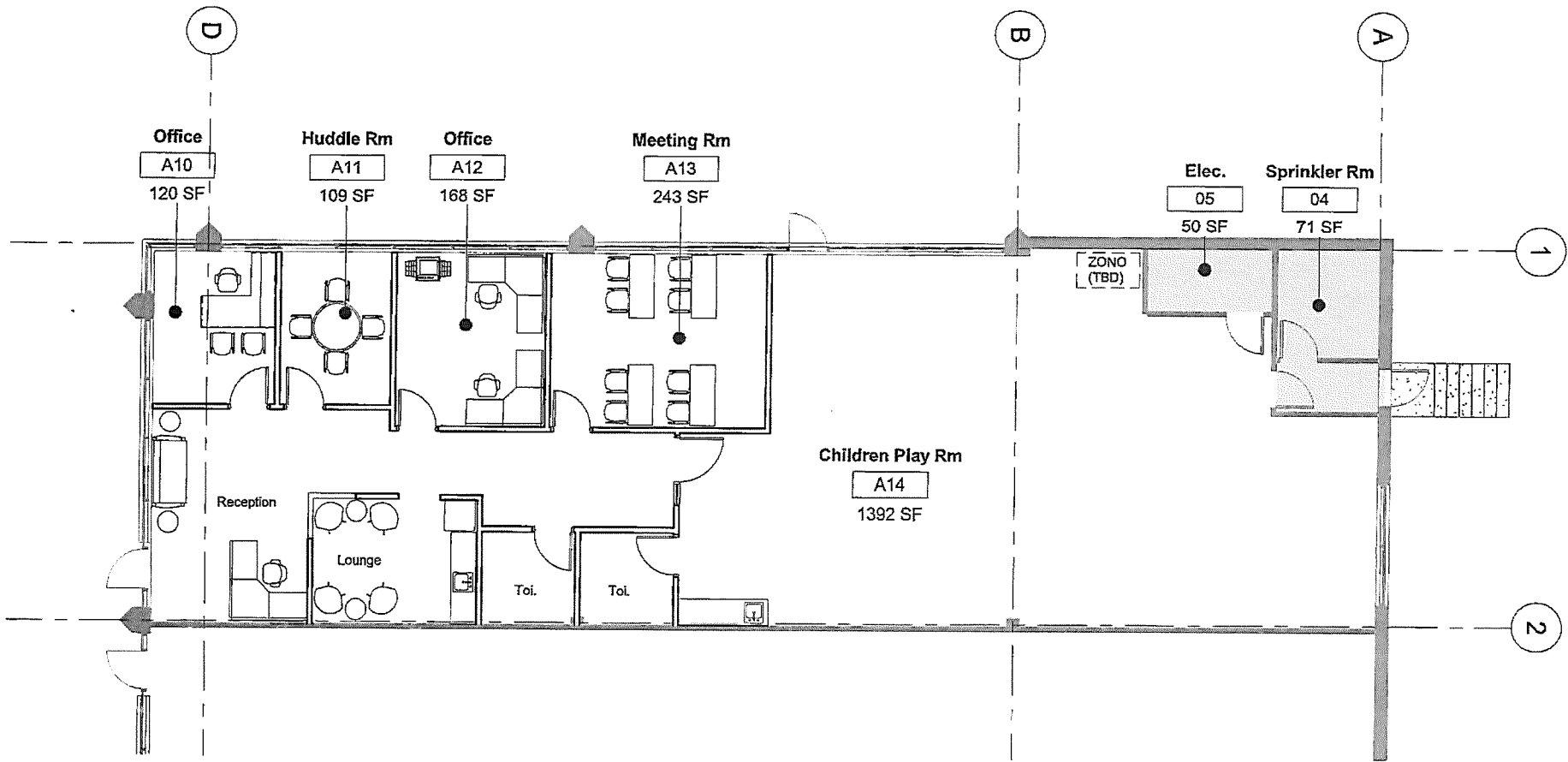
- Hinges: McKinney TB2314 or equal (Standard weight, ball bearing, SST, Full Mortise)
- Silencers: Ives #20 or equal

**EXHIBIT D**  
**LANDLORD'S WORK**

To be completed by Landlord, at its sole cost and expense, prior to Rent  
Commencement Date:

- 1) Install roof hatch with access ladder that is compliant with OSHA

EXHIBIT E  
FAMILY SUPPORT CENTER CONCEPT PLAN



**HOWARD COUNTY, DCRS**

Family Support Center

**PRELIMINARY CONCEPT PLAN - EXHIBIT E**

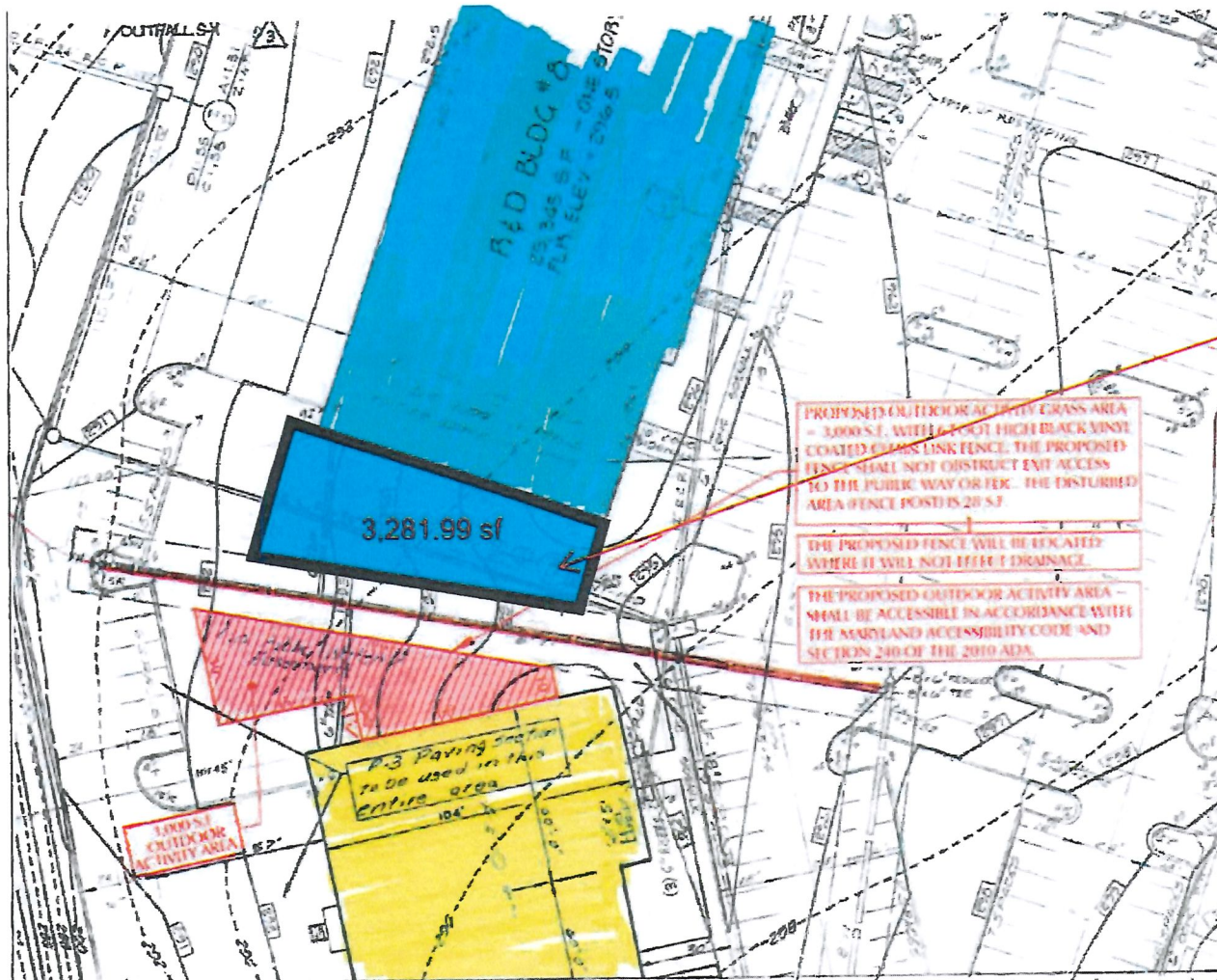
**SK-04**

**HOWARD COUNTY, DEPARTMENT OF PUBLIC WORKS  
BUREAU OF FACILITIES**

08/29/2022

**EXHIBIT E-1**  
**OUTDOOR ACTIVITY PLAY AREA**





Make sure the fence foundation is not overlapping with 6" TAP and RCP

REVISION	DATE	REVISION
1	07/30/2018	ADD TAP AND RCP CONNECTIONS TO GRASS AREA
2		ADD TAP AND RCP CONNECTIONS TO GRASS AREA

REVISION 1 (1) NOTE:  
TOTAL LOD IS 3,000 SQ FT AND IT IS EXEMPT FROM  
SUMP REQUIREMENTS ANY CUMULATIVE DISCHARGE  
EX. PERIODS 5,000 SQ FT. SUMPS REQUIRE THAT ESD  
BE PROVIDED

**EXHIBIT F**  
**FORM OF TENANT ESTOPPEL CERTIFICATE**

The undersigned (the "Tenant") hereby certifies that it is the County under the Lease described in **Exhibit A**, attached hereto and made a part hereof. Tenant hereby further acknowledges that it has been advised that the Lease may be assigned to a purchaser of, and/or collaterally assigned in connection with a proposed financing secured by, the property on which the "Leased Premises" under the Lease are located, and certifies both to the landlord under the lease (the "Landlord") and to any and all prospective purchasers (the "Purchasers") and mortgagees of such property, including any trustee on behalf of any holders of notes or other similar instruments, and any holders from time to time of such notes or other instruments, and their respective successors and assigns (collectively the "Mortgagees") that as of the date hereof:

1. The information set forth in **Exhibit A** is true and correct.
2. Tenant is in occupancy of the Leased Premises and the Lease is in full force and effect and, except as set forth in **Exhibit A**, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the space rented under the Lease, oral or written.
3. All material conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed.
4. Tenant is not in default under the Lease, Tenant has not received any notice of default under the Lease, and, to Tenant's knowledge, there are no events which have occurred that with the giving of notice or the passage of time or both, would result in a default by Tenant under the Lease.
5. Tenant has not paid any rents or sums due under the Lease more than 30 days in advance of the date due under the Lease and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any rent or sums due and payable under the Lease except as set forth in **Exhibit A**.
6. To Tenant's knowledge, there are no uncured defaults on the part of the Landlord under the Lease, Tenant has not sent any notice of default under the Lease to the Landlord, and there are no events which have occurred that, with the giving of notice or the passage of time or both, would result in a default by Landlord thereunder, and at the present time Tenant has no claim against Landlord under the Lease.
7. Except as expressly set forth in **Exhibit A**, there are no provisions for, and Tenant has no rights with respect to, renewal or extension of the initial term of the Lease, terminating the term, or leasing or occupying additional space or purchasing the Leased Premises.

8. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency laws.

9. Tenant has the authority to execute and deliver this estoppel certificate.

10. This estoppel certificate shall be binding upon the successors, assigns and representatives of Tenant and shall inure to the benefit of all Purchasers and Mortgagees.

IN WITNESS WHEREOF, Tenant has duly executed this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

HOWARD COUNTY, MARYLAND

\_\_\_\_\_  
Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
County Executive

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Jacqueline R. Scott, Director  
Department of Community Resources and Services

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
\_\_\_\_\_, Director  
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

\_\_\_\_\_  
\_\_\_\_\_, Director  
Department of Finance

Approved for Form and Legal Sufficiency  
on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
County Solicitor

\_\_\_\_\_  
\_\_\_\_\_  
Senior Assistant County Solicitor

## EXHIBIT A TO TENANT ESTOPPEL CERTIFICATE

### Lease, Lease Terms and Current Status

- A. Date of Lease:
- B. Parties:
  - 1. Landlord:
  - 2. Tenant d/b/a:
- C. Leased Premises known as:
- D. Modifications, Assignments, Supplements or Amendments to Lease:
- E. Commencement Date:
- F. Rent Commencement Date:
- G. Expiration of Current Term:
- H. Rights to renew, to extend, to terminate, to rent or occupy additional space or to purchase any portion of the property:
- I. Security Deposit Paid to Landlord: None
- J. Current Annual Rent (Annualized): \$
- K. Current Operating Expenses (Annualized): \$
- L. Current Total Rent: \$
- M. Square Feet Demised:

## LANDLORD'S WIRING INSTRUCTIONS



**Howard County**  
*Internal Memorandum*

**Subject:** Testimony & Fiscal Impact Statement

Council Bill No. \_\_\_ - 2022, an Act pursuant to Section 612 of the Howard County Charter, approving a Lease Agreement between Howard County, Maryland and P Portfolio Owner, LLC, a Delaware limited liability company, for 2,836 square feet of space at 9790 Patuxent Woods Drive, Suite B, Columbia, Maryland, during a multi-year term; and authorizing the County Executive to take certain actions in connection with the Lease Agreement.

**To:** Lonnie R. Robbins,  
Chief Administrative Officer

**From:** Thomas J. Meunier   
Department of Public Works

**Date:** August 10, 2022

The Department of Public Works has been designated coordinator for preparation of testimony relative to approval of a Lease Agreement for leased space.

The Department of Community Resources and Services, Office of Children and Families is in need of space to accommodate a local family support center.

P Portfolio Owner, LLC, a Delaware limited liability company, (the "Landlord"), is the fee simple owner of a building commonly known as 9790 Patuxent Woods Drive, Columbia, Maryland 21046 (the "Building") containing approximately 25,345 square feet of leasable space and is located near the Department of Community Resources and Services office.

The County proposes to lease 2,836 square feet of the Building from the Landlord for use as a Family Support Center.

The County and Landlord desire to enter into a Lease Agreement, attached, for a term of five (5) years, with the option to extend the term for two (2) additional periods of five (5) years each. The Lease Agreement 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.



Period	Base Rent per square foot	Monthly Installment of Annual Rent Based on 2,836 square feet	Annual Rent Based on 2,836 square feet
Year 1	\$14.00 per square foot	\$3,308.67	\$39,704.00
Year 2	\$14.42 per square foot	\$3,407.93	\$40,895.12
Year 3	\$14.85 per square foot	\$3,509.55	\$42,114.60
Year 4	\$15.30 per square foot	\$3,615.90	\$43,390.80
Year 5	\$15.76 per square foot	\$3,724.61	\$44,695.36

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



BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on Nov 9, 2022.

Michelle Harrod  
Michelle Harrod, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council