

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

County Council of Howard County, Maryland

2025 Legislative Session

Legislative Day No. 9

Bill No. 50 -2025

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

Short Title: Third Amendment of Lease Agreement – approximately 8,188 rentable square feet
- 9770 Patuxent Woods Drive

Title: AN ACT pursuant to Section 612 of the Howard County Charter, approving a Third Amendment of Lease Agreement between Howard County, Maryland and P Portfolio Owner, LLC for the lease of approximately 8,188 rentable square feet of space located at 9770 Patuxent Woods Drive, Columbia, Maryland; and authorizing the County Executive to take certain actions in connection with the Agreement.

Introduced and read first time _____, 2025. Ordered posted and hearing scheduled.

By order _____
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 _____, 2025.

By order _____
Michelle Harrod, Administrator

This Bill was read the third time on _____, 2025 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ____ day of _____, 2025 at ____ a.m./p.m.

By order _____
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive _____, 2025

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**, Howard County, Maryland (the “County”) is in need of space for the Board
2 of Elections; and
3

4 **WHEREAS**, the County entered into a Lease Agreement for approximately 8,188 rentable
5 square feet located in Suite 200 in the building located at 9770 Patuxent Woods Drive pursuant to
6 a Lease Agreement dated June 15, 2010 (the “Original Lease”), as amended by a First Amendment
7 to Agreement of Lease dated June 20, 2011; and
8

9 **WHEREAS**, the Original Lease as amended by the First Amendment was approved by the
10 County Council as a multi-year agreement by the passage of Council Bill Number 18-2011; and
11

12 **WHEREAS**, the parties entered into a Second Amendment to Lease Agreement dated June
13 24, 2015 approved by the County Council as a multi-year agreement by the passage of Council
14 Bill Number 19-2015, (the “Second Amendment”); and
15

16 **WHEREAS**, the Original Lease, the First Amendment, and the Second Amendment are
17 collectively referred to herein as the “Lease” and are set to expire on September 30, 2025; and
18

19 **WHEREAS**, the County and the current landlord, P Portfolio Owner, LLC desire to amend
20 the Lease by entering into a Third Amendment of Lease Agreement, substantially in the form
21 attached as Exhibit A; and
22

23 **WHEREAS**, the Third Amendment to Lease Agreement proposes to extend the lease term
24 for an additional one year and six months, with the option to further extend the term on a month-
25 to-month basis thereafter; and
26

27 **WHEREAS**, such a multi-year term requires the payment by the County of funds from an
28 appropriation in a later fiscal year and therefore requires County Council approval as a multi-year
29 agreement pursuant to Section 612 of the Howard County Charter.
30

1 **NOW, THEREFORE,**

2
3 **Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in accordance
4 with Section 612 of the Howard County Charter, it approves the Third Amendment of Lease
5 Agreement between Howard County and P Portfolio Owner, LLC for the one-year, six-month term,
6 and thereafter an option to extend the Third Amendment of Lease Agreement month-to-month ,
7 substantially in the form of Exhibit A attached to this Act.

8
9 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that
10 the County Executive is hereby authorized to execute the Third Amendment of Lease Agreement
11 for such term in the name of and on behalf of the County.

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

22
23 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland that
24 this Act shall be effective immediately upon its enactment.

THIRD AMENDMENT OF LEASE AGREEMENT

THIS THIRD AMENDMENT OF LEASE AGREEMENT (this "Amendment") is made this _____ day of May, 2025, 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 "Tenant"), a body corporate and politic.

WHEREAS, the Landlord owns that certain real property commonly known as 9770 Patuxent Woods Drive, Columbia, Howard County, Maryland, acquired by the Landlord by Special Warranty Deed dated April 4, 2019 from LSOP 3 MD 3, LLC, a Delaware limited liability company, and recorded among the Land Records of Howard County, Maryland in Book: 18616, Page: 235;

WHEREAS, pursuant to that certain Lease Agreement dated June 15, 2010 (the "Original Lease"), as amended by that certain First Amendment to Agreement of Lease dated June 20, 2011 authorized by the County Council of Howard County, Maryland as a multi-year agreement, by Bill Number 18-2011 pursuant to Section 612 of the Howard County Charter (the "First Amendment"), and as amended by Second Amendment to Lease Agreement dated June 24, 2015 authorized by the County Council of Howard County, Maryland as a multi-year agreement, by Bill Number 19-2015 pursuant to Section 612 of the Howard County Charter (the "Second Amendment") Landlord leases to Tenant and Tenant leases from Landlord the Premises containing approximately 8,188 rentable square feet located in Suite 200 in the building located at 9770 Patuxent Woods Drive, Columbia, Howard County, Maryland 21046 (the Original Lease, the First Amendment, and the Second Amendment are collectively referred to herein as the Lease");

WHEREAS, the Term is set to expire September 30, 2025;

WHEREAS, the County has requested and the Landlord has agreed to grant an extension of the Term for an additional eighteen (18) months commencing October 1, 2025 and expiring March 31, 2027, under the same terms and conditions as set forth in the Lease except as follows;

NOW, THEREFORE, in consideration of the foregoing recitals, which are deemed a material and substantive part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the Tenant agree as follows:

1. **Definitions.** Each capitalized term used in this Amendment shall have the meaning ascribed to such capitalized term in the Lease, unless otherwise provided herein.
2. **Term.** The term of the Lease is hereby extended for a term commencing October 1, 2025 and ending on March 31, 2027 (the "Second Extended Term"). Following the Second Extended Term, Tenant shall have no option to exercise the renewal option set

forth in Section 4 of the Second Amendment, which renewal option is hereby deleted and of no further force and effect. Instead, Landlord and Tenant expressly acknowledge and agree that Tenant shall have the option to extend the term of the Lease on a “month-to-month” basis, provided that the Landlord has not leased the Leased Premises to a tenant (the “Month-To-Month Tenancy”), subject to all the other terms and conditions of the Lease. All references to the Term in the Lease shall be deemed to mean the Term and the Second Extended Term or the Month-To-Month Tenancy, and all references in the Lease to the expiration date or to the end of the Term shall be considered to mean the termination or end of the Second Extended Term of Month-To-Month Tenancy.

3. **Minimum Annual Rent.** Minimum Annual Rent for the Second Extended Term shall be as follows:

Term	Base Rent per square foot	Monthly Installment of the Annual Rent Based on 8,188 square feet	Annual Rent Based on 8,188 square feet
Year 1 (months October 1, 2025 – September 30, 2026)	\$28.37 per square foot	\$19,357.79	\$232,293.56
Year 2 (months October 1, 2026 – March 31, 2027)* partial year	\$29.22 per square foot	\$19,937.78	\$119,626.50 (indicates only 6 months of payment)

4. **Broker.** The Tenant and the Landlord hereby warrant to each other that 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 Tenant has retained Chartwell Enterprises, LLC as the Tenant’s broker (“Tenant’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. The Landlord shall pay Tenant’s Broker a commission in accordance with the terms of a separate commission agreement entered into between the Landlord and Tenant’s Broker. The Landlord shall pay Landlord’s Broker a commission in accordance with the terms of a separate commission agreement entered into between the Landlord and Landlord’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.

5. **Extent of Amendment.** Except as herein provided, the Lease shall remain unchanged and in full force and effect. In the event that any of the terms, conditions, and provisions of this Amendment conflict with the terms, conditions, and provisions of Lease, as amended, then the terms, conditions, and provisions of this Amendment shall control.

6. **Time.** Time is of the essence for all purposes in this Amendment.
7. **Authority.** The execution, delivery and performance by the County of its obligations under this Amendment are within the County's powers, and have been duly authorized by all necessary corporate action. The person executing this Amendment has been duly authorized to execute this Amendment and cause it to become a binding agreement of the County.
8. **Governing Law.** The provisions of the Lease shall be governed by the laws of the Howard County and the State of Maryland. The Landlord agrees that any dispute arising under this Amendment shall be filed in the Circuit Court of Maryland for Howard County.
9. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **Counterparts.** This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties execute this Third Amendment of Lease Agreement, under seal, the day and year first above written:

WITNESS/ATTEST:

LANDLORD:

P PORTFOLIO OWNER, LLC

a Delaware limited liability company

By: _____ (SEAL)

Name: _____

Title: _____

[Signatures continue on the next page.]

ATTEST:

HOWARD COUNTY, MARYLAND

Brandee Ganz
Chief Administrative Officer

By: _____(SEAL)
Calvin Ball
County Executive

RECOMMENDED FOR APPROVAL:

Guy Mickley, Director
Board of Elections

RECOMMENDED FOR APPROVAL:

Yosef Kebede, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Rafiu O. Ighile, Director
Department of Finance

Approved for Form and Legal Sufficiency
on this ____ day of _____, 2025:

Gary W. Kuc
County Solicitor

Kristen K. Haskins
Senior Assistant County Solicitor