

Introduced 9/8/09
Public Hearing 9/22/09
Council Action 10/05/09
Executive Action 10/7/09
Effective Date 10/8/09

County Council Of Howard County, Maryland

2009 Legislative Session

Legislative Day No. 11

Bill No. 45 -2009

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

AN ACT, in accordance with Section 612 of the Howard County Charter, approving a multi-year renewal of a multi-year lease for a portion of a building located at 88 State Circle, Annapolis, Maryland.

Introduced and read first time September 8, 2009. Ordered posted and hearing scheduled.

By order Stephen LeGendre
Stephen LeGendre, 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 September 22, 2009.

By order Stephen LeGendre
Stephen LeGendre, Administrator

This Bill was read the third time on October 5, 2009 and Passed ☒ Passed with amendments ☐ Failed ☐.

By order Stephen LeGendre
Stephen LeGendre, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 7th day of October, 2009 at 10:00 a.m.

By order Stephen LeGendre
Stephen LeGendre, Administrator

Approved/Vetoed by the County Executive October 7, 2009

Ken Ulman
Ken Ulman, 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") and Harford County, Maryland
2 currently lease from Baltimore City a portion of space containing 423.6 square feet in the
3 basement of the building located at 88 State Circle in Annapolis, Anne Arundel County,
4 Maryland ("the Leased Premises"); and
5

6 **WHEREAS**, the Leased Premises is used during the General Assembly session and at
7 other times of the year when the County's presence is necessary in Annapolis; and
8

9 **WHEREAS**, by approval of Council Bill No. 40-2008, the County Council ratified a
10 multi-year Lease Agreement for the Leased Premises through November, 2009 and a copy of the
11 Lease Agreement is attached as Exhibit A; and
12

13 **WHEREAS**, the parties now wish to renew the Lease Agreement for a two-year term (the
14 "renewal term"), as set forth in the correspondence of July 24, 2009, attached as Exhibit B; and
15

16 **WHEREAS**, the renewal term requires the expenditure of County funds in future fiscal
17 years and therefore requires County Council approval as a multi-year agreement pursuant to
18 Section 612 of the Howard County Charter.
19

20 **NOW, THEREFORE,**
21

22 ***Section 1. Be It Enacted by the County Council of Howard County, Maryland that, in***
23 ***accordance with Section 612 of the Howard County Charter, it approves the renewal of the***
24 ***Lease Agreement, attached as Exhibit A, for the lease of 423.6 square feet of space located at 88***
25 ***State Circle, Annapolis, Maryland, in accordance with the terms of the Lease Agreement and***
26 ***correspondence dated July 24, 2009, attached as Exhibit B.***
27

28 ***Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland that***
29 ***this Act shall be effective immediately upon its enactment.***

LEASE AGREEMENT

JAN 30 2008

THIS LEASE AGREEMENT "Lease" is made this _____ day of _____, 200 by and between MAYOR AND CITY COUNCIL OF BALTIMORE, ("Lessor") and, HARFORD COUNTY, MARYLAND AND HOWARD COUNTY, MARYLAND, bodies corporate and politic subdivisions of the State of Maryland, (individually and collectively referred to as "Lessee").

WITNESSETH, that the Lessor in consideration of the rent hereinafter specified to be paid, and the performance of the covenants herein set forth, hereby leases unto the Lessee, the latter does hereby lease from the former, the property herein described, upon the terms and conditions herein set forth.

1. DESCRIPTION OF PROPERTY:

That portion of space in the basement of the building known as 88 State Circle, (Janet L Hoffman Building) situated in the City of Annapolis, and more particularly described as two small offices with entrance, said space being located between the residential dwelling unit and the furnace and utility room and is comprised of Four Hundred Twenty-Three and Six Tenths (423.6) square feet (the "Leased Premises"). The driveway located at the front of the building known as 88 State Circle is not a part of the leasehold estate. The driveway is reserved for use by Baltimore City personnel only.

2. USES:

The Leased Premises shall be used as office space and for the storage of office equipment and other office related items.

3. TERM, OPTION TO RENEW:

A. The term of this Lease shall be for (2) years, commencing December 1, 2007 and terminating November 30, 2009.

B. Provided Lessee is not in default of any of the terms of this Lease, the Lessor hereby grants to Lessee the option to renew this Lease for an additional two year period, at a 5% annual increase.

C. It is agreed by the parties hereto that upon the expiration of the original term, and any renewals thereof, if renewed as set forth herein, this Lease shall terminate and there shall be no further right of renewal.

It is agreed that in order to exercise the above renewal option, Lessee must give notice 30 days prior to expiration of any term then current, of its intention to exercise the option. The Lessee's right to renew may be exercised by either Howard or Harford County if the other such County decides not to renew this Lease.

4. CANCELLATION:

It is agreed between the parties hereto that either party may cancel and terminate the original term or any renewal term thereof for any reason whatsoever, by the giving of 30 days written notice to the other. Said Lease to terminate immediately upon the expiration of said 30 day period. Cancellation by Lessee shall only be effective if such written notice is signed by both Harford County and Howard County.

5. RENT:

A. The annual rent for the Leased Premises shall be EIGHT THOUSAND AND SIX DOLLARS AND FOUR CENTS (\$8,006.04) payable in equal monthly installments of SIX HUNDRED SIXTY SEVEN DOLLARS AND SEVENTEEN CENTS (\$667.17) in advance on the 1st day of each calendar month for year one (1). The annual rent for the Leased Premises shall be EIGHT THOUSAND FOUR HUNDRED AND SIX DOLLARS AND THIRTY FOUR CENTS (\$8,406.34) payable in equal monthly installments of SEVEN HUNDRED DOLLARS AND FIFTY THREE CENTS (\$700.53) in advance on the 1st day of each calendar month for year two (2).

B. The annual rent for renewal periods, if exercised, shall be at the rate of EIGHT THOUSAND EIGHT HUNDRED TWENTY SIX DOLLARS AND SIXTY FIVE CENTS (\$8,826.65) payable in equal monthly installments of SEVEN HUNDRED THIRTY FIVE DOLLARS AND FIFTY FIVE CENTS (\$735.55) for year one (1) of the renewal period and NINE THOUSAND TWO HUNDRED SIXTY SEVEN DOLLARS AND NINETY EIGHT CENTS (\$9,267.98) payable in equal monthly installments of SEVEN HUNDRED SEVENTY TWO DOLLARS AND THIRTY THREE CENTS (\$772.33) for year two (2) of the renewal period.

C. Lessee agrees to pay promptly the rent as herein provided without any deduction or offset whatsoever and if a monthly installment of rent is paid more than five (5) calendar days after the date due, Lessee will pay as additional rent, a sum equal to 5% of the amount of delinquent rent due.

6. TAXES:

The Lessee shall pay as additional charges all taxes and assessments levied against the Leased Premises by the State Department of Assessments and Taxation, because of this Lease.

7. WORK AND SERVICES TO BE PERFORMED BY LESSOR:

The Lessor covenants to provide all utilities to the Leased Premises, including heat or air conditioning as required,

water, gas, and electricity.

8. WORK AND SERVICES TO BE PERFORMED BY LESSEE:

A. Lessee takes the Leased Premises "As Is" without any warranties and without obligation on the part of the Lessor to make repairs or improvements. The Lessee is responsible for supplying janitorial services to the Leased Premises at its sole cost and expense. The Lessee is also responsible for the cleaning and removal of trash and debris from the Leased Premises during its tenancy.

B. Lessee shall provide office furniture, telephone, fax, copiers, or other related office equipment.

9. INSPECTION OF BUILDINGS:

At all times during the term of this Lease, Lessor and/or any other duly authorized representatives of the City shall, at all reasonable hours, be permitted to enter upon and inspect the building. The Lessor may opt to make an annual inspection of the building to be sure the Leased Premises is being maintained by Lessee.

10. ASSIGNMENT OR SUB-LETTING:

The Lessee shall not assign this Lease nor shall Lessee sublet all or any portion of the Leased Premises.

11. FIRE INSURANCE:

Lessor will carry adequate fire insurance on the Leased Premises under the Lessor's self-insurance program.

12. LIABILITY INSURANCE:

Lessee shall procure and maintain during the term of this Lease the following required insurance coverages:

A. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. With those policies with aggregate limits, a minimum limit of Three Million Dollars (\$3,000,000) is required. Such insurance shall include contractual liability and premises/operations insurance.

B. The Mayor and City Council of Baltimore, its elected/appointed officials, employees, agents and volunteers shall be covered, by endorsement, as additional insureds as respects to:

liability arising out of activities performed by or on behalf of the Lessee and/or loss payee, as the Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents interest may appear, on applicable policies in connection with this Lease.

C. To the extent of the Lessee's negligence, the Lessee's insurance coverage shall be primary insurance as respects the Lessor, its elected/appointed officials, employees, and agents.

Any insurance and/or self-insurance maintained by the Lessor, its elected/appointed officials, employees, or agents shall not contribute with the Lessee's insurance or benefit the Lessee in any way, except if such injury or loss to Lessee or its employees is caused by Lessor as set forth in Section 13.

D. The Lessee, during the term of the Lease, will maintain in full force and effect insurance covering the fixtures, furniture, and equipment in the Lessor's facility in amounts not less than 100% of the full replacement cost thereof against the perils included in the standard Maryland approved form of fire and extended coverage insurance including, but not limited to, sprinkler damage, vandalism, and malicious mischief. The Lessor will not carry insurance on the Lessee's property.

E. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.

F. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.

G. The Lessee shall furnish the Lessor a "Certificate of Insurance" with a copy of the additional insured and/or loss payee endorsement as verification that coverage is in force. The Lessor reserves the right to require a complete copy of insurance policies at any time.

H. Notwithstanding the foregoing provisions of this Section 12, Howard County, Maryland and Harford County, Maryland are self-insured for general liability and property insurance. The County's Risk Management Administrator shall provide Lessor with a certificate of insurance upon the execution hereof.

I. Failure to obtain insurance coverage as required or failure to furnish Certificate of Insurance as required may render this Lease null and void; provided, however, that no act or omission of the Lessor shall in any way limit, modify or affect the obligations of the Lessee under any provision of this Lease.

13. WAIVER AND HOLD HARMLESS:

Lessor or its agents, servants and employees, shall not be liable for any injury or damage to Lessee's agents servants, employees, invitees or visitors, or to property on the Leased Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or snow, or leaks from any portion of the building, or from the roof, street or sub-surface, or from any other place, or by dampness, or by any other cause of whatsoever nature unless caused by or due to the negligence of the Lessor or its agents, servants and employees, and then only to the extent permitted by law and Maryland's Local Government Torts Claim Act.

To the extent permitted by law and subject to Maryland's Local Government Torts Claim Act and County's appropriations, the Lessee shall indemnify, defend, and hold harmless the Lessor, its elected/appointed officials, employees and agents from any and all claims, demands, suits, and actions, including reasonable attorney's fees and court costs, connected therewith, brought against the Lessor, its elected/appointed officials, employees and agents, arising as a result of any direct or indirect, willful, or negligent act or omission of the Lessee, its employees, agents, or volunteers, EXCEPT for those claims, demands, suits and actions caused by the sole negligent act or omission of the Lessor, its elected/appointed officials, employees, and agents or volunteers.

14. NOTICE AS TO ACCIDENTS AND TO DEFECTS IN EQUIPMENT:

Lessee shall give to Lessor prompt written notice of any accidents to or defects in any of the equipment or Leased Premises

which the Lessor is required to maintain and furnish; provided, however, that in the event it is impractical because of emergency conditions or otherwise to give such notice in writing, notice may be given by telephone or such other means as Lessee may determine; but in any event, all such notices shall be confirmed in writing as soon as reasonably practical under the circumstances.

15. DEFAULT BY LESSEE:

Lessee shall, upon receipt of invoice for the rental aforesaid, pay the said rent specified herein within ten (10) days after due date, and Lessee shall perform all of the covenants and conditions to which it is obligated hereunder. If Lessee shall be in default in the payment of rent, or shall fail to perform any of the covenants to which it is obligated hereunder, Lessor shall, before taking any action or pursuing any remedy on account of said default, give each Lessee fifteen (15) days' notice specifying the default complained of, and Lessee shall cure said default within the said fifteen (15) day period, provided, however, that if the said default be of such nature that it cannot be cured within the said period of time, the Lessee shall commence the correction of said default within the said period of fifteen (15) days and shall complete the same as expeditiously as possible; provided, however, that Lessee shall not be considered in default in curing such default if prevented from doing so by reason of fire, casualty, strikes, lock-outs or labor disturbances, by act of God or the public enemy by order, direction, or lawful interference by any municipal, state or governmental official or agency, or by any cause beyond Lessee's control, but if and when the occurrence or condition which delayed or prevented the remedying of such default shall cease or be removed, it shall be the obligation of the Lessee to remedy such default without further delay. Lessor shall give the other Lessee notice of the other County's failure to pay rent required hereunder and give such Lessee a period of ten (10) days to pay the rent due.

In the event each of the Lessees shall fail to correct or cure said default within the time hereinbefore provided, then and in that event, Lessor may, at its election but shall not be obligated to, do any of the following:

Without further notice and without the necessity of resorting to legal action, enter upon and take possession of the Leased Premises, thereby terminating the Lease.

No mention in this Lease of any specific remedy or right shall preclude Lessor from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled, either in law or equity; and the failure of Lessor to insist in any one or more instances upon a strict performance of any covenants of Lessee under this Lease, or to exercise any option or right herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect unless the contrary is expressly stated in writing by Lessor.

16. DEFAULT BY LESSOR:

In the event of a default on the part of the Lessor in the performance of any covenant herein on its part to be performed, the Lessee shall, before taking any action or pursuing any remedy on account of said default, give the Lessor fifteen (15) days' notice specifying the default complained of, and the Lessor shall cure said default within the said fifteen (15) day period provided, however, that if the said default be of such nature that it cannot be remedied within the said period of time, then the Lessor shall commence the correction of said default within the said period of fifteen (15) days and shall complete the same as expeditiously as possible.

In the event the Lessor shall fail to correct or cure the said default within the time limits as hereinabove provided, then, and in that event, the Lessor shall be liable to the Lessee for any damages suffered by the Lessee by reason of such default, and the Lessee may, at its option terminate and cancel this Lease and surrender possession of the Leased Premises without further liability to the Lessor hereunder. Neither termination nor cancellation of this Lease, nor surrender of the Leased Premises, shall release the Lessor from its liability for damages for the breach of this Lease.

Subject to the abatement of rental provisions in

Paragraph 20 hereof, the parties hereto further agree that this Lease and the obligations of Lessee to pay rent and perform all other covenants and conditions on its part to be performed, shall not be affected or excused if Lessor is unable to fulfill any of its obligations under this Lease because Lessor is prevented or delayed from so doing by reason of fire, casualty, strikes, lock-outs or labor disturbances, by act of God or the public enemy, by order, direction or lawful interference by any municipal, state or governmental official or agency but if and when the occurrence or condition which delayed or prevented the remedying of such default shall cease or be removed, it shall be the obligation of Lessor to remedy such default without further delay. Lessee shall have the option, in case of default by Lessor in the terms and provisions of this Lease, after notice to Lessor and after failure of Lessor to cure the said default as provided in this paragraph (either within the said period hereinabove set forth or within such time as may be reasonably required in case of emergency conditions as hereinabove provided), then and in that event, to cure said default at the expense of the Lessor and thereafter deduct the said expense from the rent to be paid under this Lease if Lessor does not reimburse Lessee for the sums so expended within fifteen (15) days following written notice from Lessee demanding payment.

17. ENVIRONMENTAL MATTERS:

A. Except in strict accordance with all federal, state and local laws, and only when required in connection with the use permitted hereunder, Lessee shall not at any time store or use on the Leased Premises, (1) any "hazardous waste" as defined by the Resource, Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq., as amended from time to time, and regulations promulgated hereunder; (2) any "hazardous substance" as defined and regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 et seq., as amended from time to time, and regulations promulgated hereunder; (3) any "oil" as defined and regulated by the Maryland Environment Article Code Ann., Sec. 4-401, as amended from time to time; (4) any "controlled hazardous substance" as defined and regulated by the Maryland Environment Article Code Ann., Title 7, subtitle 2, as

amended from time to time and regulations promulgated hereunder; and (5) any substance the presence of which on the Leased Premises is prohibited by any other federal, state, or local law, now existing or hereinafter enacted applicable to the Leased Premises (all items referred to in subparagraph (1) through (5) hereinafter referred to as "Hazardous Substances"). In no event shall Lessee dispose of, treat or manufacture any Hazardous Substances on, under or about the Leased Premises.

B. Lessee, at its own risk and expense, shall install and maintain its own storage facilities for any Hazardous Substances permitted under Paragraph 17(A) in strict accordance with the applicable federal, state, and municipal regulations, particularly the Hazard and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6991 et seq., and any and all regulations adopted pursuant to or in contemplation of those laws, whether or not adopted at the time of execution of this Lease, with respect to any Hazardous Substance which Lessee stores or uses on the Leased Premises in accordance with Paragraph 17(A). Upon request by Lessor at any time, Lessee shall provide Lessor with evidence reasonably acceptable to Lessor that Lessee is in compliance with all laws regulating Hazardous Substances.

C. In addition to all other indemnifications contained herein, Lessee specifically agrees, to the extent permitted by law and subject to Maryland's Local Government Tort Claims Act and County appropriations, to indemnify, reimburse, defend and hold harmless Lessor, its elected/appointed officials, employees, agents and representatives from and against any and all losses, costs, liabilities, including but not limited to environmental liabilities, demands, obligations, claims, suit, actions, and expenses, including but not limited to attorneys' fees, consultant fees and court costs connected therewith, brought against the Lessor, its elected/appointed officials, employees, agents and representatives, or incurred by any of them, by reason of injury to persons, including death, and damage to property arising out of or resulting from any direct, or indirect, willful, or negligent acts or omissions of Lessee, its contractors, subcontractors, agents, employees or representatives, in connection with, arising from or

in any way related to Lessee's violation of this Paragraph 17. This provision shall be in addition to, and separate from, any remedies available to Lessor for breach by the Lessee of its obligations under any of the provisions of this Lease and shall in no way limit any recourse that the Lessor may have at the time against Lessee pursuant to any federal, state or local laws.

18. LESSEE'S CARE AND SURRENDER OF LEASED PREMISES:

Lessee will, during the term and any renewal thereof, keep the Leased Premises and appurtenances in good order and condition and will, upon the expiration of the term, or at the sooner termination thereof, by forfeiture or otherwise, deliver up the Leased Premises in the condition they were received, usual wear and tear excepted. Each Lessee shall repair, or cause to be promptly repaired, any damage to the building and equipment, including the Leased Premises, attributed to the carelessness or neglect of said Lessee or its servants, agents and employees.

19. STRUCTURAL ALTERATIONS, ETC.:

Lessee shall not make any structural alterations, additions or improvements without Lessor's written consent endorsed on the Lease, said consent not to be unreasonably withheld and all alterations, additions or improvements made by either of the parties hereto upon the Leased Premises, except movable office furniture and equipment owned by and put in at the expense of the Lessee, shall, at the option of Lessor, be the property of the Lessor, and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease, without molestation or injury.

20. DAMAGE BY FIRE:

If, during the term of this Lease, the building is so damaged by fire or other casualty that the Leased Premises shall become untenable, and such damage cannot be repaired within 30 days from the date of its occurrence, either the Lessor or the Lessee shall have the option of terminating this Lease, by giving written notice of such intention within 30 days from the date of such damage.

In the event the Lessor or Lessee shall exercise its said option to terminate this Lease, the rent on the portion so damaged

shall cease as of the date of damage and the rental on the remaining portion of the Leased Premises shall be payable on a pro-rata basis in relationship to the whole from the date of damage until the Lessee vacates the Leased Premises.

If the injury is such that the damaged Leased Premises can be repaired within 30 days, or if it cannot be repaired in that time, and the Lessor or Lessee does not terminate the Lease as above provided, the Lessor shall enter upon and repair with reasonable promptness, the damaged Leased Premises and this Lease shall not be affected except that the rent shall be suspended or abated pro-rata in proportion to the time and extent of untenability while repairs are being made. In case of damage which shall not render the Leased Premises unfit for occupancy, this Lease shall not be affected nor the rent suspended or abated, but the Lessor shall enter upon and repair the said premises with reasonable promptness.

21. COVENANTS BINDING ON SUCCESSORS AND ASSIGNS NO JOINT OBLIGATIONS:

All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to their successors, and, so far as the same is assignable by the terms hereof, to the assigns of such party. Notwithstanding anything to the contrary contained in this lease, the obligations, duties and liabilities of each Lessee are several and not joint obligations, duties and liabilities.

22. NOTICES:

All notices required or permitted under the terms of this Lease to be given by either party to the other shall be in writing, and, unless otherwise specified in writing by the respective parties, shall be sent to the parties and addresses as

(REPRESENTING LESSOR)

- (A) Real Estate Officer
Department of Real Estate
304 City Hall
100 North Holliday Street
Baltimore, Maryland 21202 (original)
- (B) Mayors Office of Intergovernmental Relations
346 City Hall
100 North Holliday Street
Baltimore, Maryland 21202 (copy)

(REPRESENTING LESSEE)

(A) Harford County Executive
Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014-3865 (original)

Director, Department of Procurement
Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014-3865 (copy)

AND

(B) Howard County Executive
Howard County, Maryland
3430 Court House Drive
Ellicott City, Maryland 21043 (original)

Chief, Real Estate Services Division
Department of Public Works
Howard County, Maryland
3430 Court House Drive
Ellicott City, Maryland 21043 (copy)

All notices shall be deemed to have been properly served only if sent by registered or certified mail to the person at the address designated above (or to any other person at the address which either party may hereafter designate by written notice to the other party), and service of any such notice shall be considered as made two (2) days after the date of mailing.

PAYMENT BY LESSEE:

All payments of rent or monies required hereunder to be paid by the Lessee to the Lessor shall be made to:

Director of Finance
Bureau of Treasury Management
Collections Division
200 N. Holliday Street
Baltimore, Maryland 21202

or to such other person and addresses that may be designated in writing by the Lessor and written notice thereof given to the Lessee.

23. DISCLOSURE:

No member, official, employee of the Lessor shall have any personal interest, direct or indirect, in this Lease, nor shall any member, official, or employee participate in any decision relating to this Lease which affects his/her personal interest or the interests of any corporation, partnership, or association in which he/she is directly or indirectly, interested, except such as is specifically permitted by law. No member, official or employee

of the Lessor shall be personally liable to the Lessee, in the event of any default or breach of the Lessor, or for any amount which may become due to the Lessee or on any obligations under the terms of this Lease.

24. SINGULAR AND PLURAL AND OTHER TERMINOLOGY:

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and all covenants and obligations or plural parties hereto shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written:

BALTIMORE CITY APPROVALS

ATTEST:

MAYOR AND CITY COUNCIL OF BALTIMORE



Custodian of City Seal

BY:  (SEAL)
JOAN M. PRATT, CPA, COMPTROLLER

APPROVED: MAYOR'S OFFICE OF
INTERGOVERNMENTAL RELATIONS



DEMAUNE MILLARD
DIRECTOR

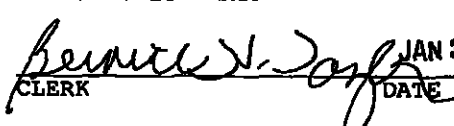
THOMAS HICKEY
LEGISLATIVE FISCAL ANALYST

APPROVED as to Form and Legal Sufficiency
this 11th day of JANUARY, 2008:



CITY SOLICITOR
Assistant

APPROVED BY BALTIMORE CITY
BOARD OF ESTIMATES



CLERK
JAN 30 2008
DATE

STATE OF MARYLAND
County
CITY OF BALTIMORE

TO WIT;

I HEREBY CERTIFY that on this 1st day of February, 2007, before me, the Subscriber, A Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared JOAN M. PRATT, CPA, COMPTROLLER, and she acknowledged the aforesaid LEASE AGREEMENT to be the act and deed of said MAYOR AND CITY COUNCIL OF BALTIMORE and in my presence signed the same.

WITNESS my hand and Notarial Seal.

My Commission expires: 11/10/2013

Douglas K. Pearson
Notary Public

LESSEES:

HARFORD COUNTY APPROVALS

ATTEST:

HARFORD COUNTY, MARYLAND

Len A. Cuthouse

BY: David R. Carey (SEAL)
HARFORD COUNTY EXECUTIVE

APPROVED as to Form and Legal Sufficiency
this 30th day of October, 2007:

Richard B. Herbig
S/HARFORD COUNTY ATTORNEY

APPROVED BY HARFORD COUNTY
BOARD OF ESTIMATES:

Thomas R. Herbig 11/13/07
CLERK SECRETARY DATE

APPROVED for Sufficiency of Funds:

John A. Smith
COUNTY TREASURER

STATE OF MARYLAND

TO WIT:

COUNTY OF HARFORD

I HEREBY CERTIFY that on this 19th day of November, 2007 before me, the Subscriber, A Notary Public of the State of Maryland in and for the County of Harford, personally appeared COUNTY EXECUTIVE, and he/she acknowledged the foregoing LEASE AGREEMENT to be the act and deed of said HARFORD COUNTY and in my presence signed the same.

WITNESS my hand and Notarial Seal

My Commission Expires: 12/01/2007


Len A. Cuthouse
Notary Public



HOWARD COUNTY APPROVALS

ATTEST:

HOWARD COUNTY, MARYLAND


LONNIE R. ROBBINS
Chief Administrative Officer

BY:  (SEAL)
KEN ULMAN
County Executive


APPROVED: DEPARTMENT OF PUBLIC WORKS


JAMES M. IRVIN, Director

APPROVED FOR SUFFICIENCY OF FUNDS


SHARON F. GREISZ
Director of Finance

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
this 28 day of August, 2007:


MARGARET ANN NOLAN
Acting County Solicitor

STATE OF MARYLAND


TO WIT:

COUNTY OF HOWARD *Castman*

I HEREBY CERTIFY that on this 4th day of September, 2007 before me, the Subscriber, A Notary Public of the State of Maryland in and for the County of Howard, personally appeared KEN ULMAN, County Executive, and he acknowledged the foregoing LEASE AGREEMENT to be the act and deed of said HOWARD COUNTY and in my presence signed the same.

WITNESS my hand and Notarial Seal.

My Commission Expires: 5/1/2011


Notary Public

COMPTROLLER

JOAN M. PRATT, CPA
Room 204, City Hall
Baltimore, Maryland 21202-3461



OFFICE OF THE COMPTROLLER

DEPARTMENT OF REAL ESTATE

WALTER J. HORTON
REAL ESTATE OFFICER
304 City Hall, Baltimore, Maryland 21202-3427
Telephone: 410-396-4768 Fax: 410-528-1437

July 24, 2009

Howard County Department of Public Works
3430 Courthouse Drive
Ellicott City, Maryland 21043
Attn: Tina D. Hackett, Chief, Real Estate Division

Dear Ms. Hackett:

This letter serves as confirmation that the Department of Real Estate has received your written request to renew your lease with the Mayor and City Council of Baltimore at the property located at 88 State Circle, Basement Unit.

Upon renewal of your lease, your monthly rate will increase by 5% of the previous year rental rate. Effective December 1, 2009, your lease term will be December 1, 2009 through November 30, 2011.

New Rental Rate:

December 1, 2009 through November 30, 2010, monthly rent will be \$735.55, annually \$8,826.65
December 1, 2010 through November 30, 2011, monthly rent will be \$772.33, annually \$9,267.98

If you have any questions, please feel free to contact me at 410-396-4768.

Sincerely,

A handwritten signature in black ink, appearing to read "Deatra Eggleston". The signature is fluid and cursive, with a large initial "D" and "E".

Deatra Eggleston
Real Estate Agent
Department of Real Estate
100 Holliday Street, Rm 304
Baltimore, Maryland 21202
410-396-4768

cc: Erin Engler, Leasing Coordinator for Harford County
Mary Pat Fannon, Deputy Director, Mayors Office of Government Relations



COMPTROLLER

JOAN M. PRATT, CPA
Room 204, City Hall
Baltimore, Maryland 21202-3461



OFFICE OF THE COMPTROLLER

DEPARTMENT OF REAL ESTATE
WALTER J. HORTON
REAL ESTATE OFFICER
304 City Hall, Baltimore, Maryland 21202-3427
Telephone: 410-396-4768 Fax: 410-528-1437

July 24, 2009

Tina, per our telephone conversation, please find a revised letter stating your rental rate for the renewal period of December 1, 2009 through November 30, 2011.

If you have any questions, please feel free to contact me at 410-396-4768.

Sincerely

Deatra Eggleston
Real Estate Agent
Department of Real Estate
100 Holliday Street, Rm 304
Baltimore, Maryland 21202

2009 JUL 27 P 1:49
RECEIVED
DEPT. OF PUBLIC WORKS

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on October 7, 2009.

Stephen M. LeGendre
Stephen M. LeGendre, 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 _____, 2009.

Stephen M. LeGendre, 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 _____, 2009.

Stephen M. LeGendre, 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 _____, 2009.

Stephen M. LeGendre, 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 _____, 2009.

Stephen M. LeGendre, 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 _____, 2009.

Stephen M. LeGendre, Administrator to the County Council