

1 **..Title**

2 **Lease of Public Parking Lots to FRESHFARM Markets, Inc.** – For the purpose of authorizing
3 a lease of municipal property located at 110 Compromise Street from May 4, 2014 through
4 November 23, 2014 (with the exception of October 12, 2014 and October 19, 2014 for the Fall
5 Boat Shows) to FRESHFARM Markets, Inc.
6

7 **..Body**

8 **CITY COUNCIL OF THE**
9 **City of Annapolis**

10
11 **Ordinance 11-14**

12
13 **Introduced by: Alderman Budge**

14 **Referred to**
15 **Economic Matters**
16 **Rules and City Government**

17
18 **An ORDINANCE** concerning

19 **Lease of Public Parking Lots to FRESHFARM Markets, Inc.**
20

21 **FOR** the purpose of authorizing a lease of municipal property located at 110 Compromise
22 Street from May 4, 2014 through November 23, 2014 (with the exception of October 12,
23 2014 and October 19, 2014 for the Fall Boat Shows) to FRESHFARM Markets, Inc.
24

25 **WHEREAS,** FRESHFARM Markets, Inc. (“Lessee”), desires to lease certain municipal
26 property for the purpose of conducting an open-air farmers market; and
27

28 **WHEREAS,** the Annapolis City Council finds that a farmers market would be a desired public
29 mercantile use for City residents; and
30

31 **WHEREAS,** a lease setting forth terms of the rental has been prepared and is considered
32 satisfactory; and
33

34 **WHEREAS,** the Annapolis City Council finds that the lease of the property is authorized by
35 Section 7.28.010 of the Annapolis City Code; and
36

37 **WHEREAS,** the Annapolis City Council finds that the lease of the property for a farmers
38 market will better serve the public need for which the property was acquired; and
39

40 **WHEREAS,** Article III, Section 8 of the Charter of the City of Annapolis requires the passage
41 of an ordinance to authorize the leasing of City-owned property.
42

43 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**
44 **COUNCIL** that the proposed Lease Agreement between the City of Annapolis and Lessee for
45 the rental of certain municipal property located at 110 Compromise Street, also known as the
46 Donner Lot and the Public Parking Lot between the Fleet Reserve and the site formerly known
47 as Fawcett Boat Supplies, from May 4, 2014 to November 23, 2014 subject to prior leases
48 already approved by the City Council, a copy of which is attached hereto and made a part

1 hereof, is hereby approved, and the Mayor is authorized to execute the Lease Agreement on
2 behalf of the City of Annapolis.
3

4 **SECTION II: AND, BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**
5 **ANNAPOLIS CITY COUNCIL** that pursuant to Section 6.04.210D3 of the City Code, the
6 Annapolis City Council hereby waives that portion of each monthly fee for permits and approvals
7 in excess of \$50.00 associated with Lessee's use of City facilities and services in connection
8 with the use of the property, except as otherwise specified in the Lease Agreement.
9

10 **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**
11 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its passage.
12
13

14 **EXPLANATION**

15 CAPITAL LETTERS indicate matter added to existing law.

16 ~~Strikethrough~~ indicates matter stricken from existing law.

17 Underlining indicates amendments.

LEASE

Authorized by O-11-14

This Lease is made this ____ day of _____, 2014, by and between the City of Annapolis, a municipal corporation of the State of Maryland ("Lessor") and Freshfarm Markets, Inc., a Washington, D. C. non-profit corporation ("Lessee").

Whereas, the Lessee is a regionally recognized nonprofit organization building a vibrant local food movement in the greater metro DC area that supports the region's farmers; and

Whereas, the Lessee's mission is to connect city dwellers with farmers and their locally-grown food, to educate the public about food and farming issues and to provide economic opportunities for farmers; and

Whereas, the parties desire to enter into a lease for that purpose and to set forth their respective responsibilities; and

Whereas, the City is authorized to lease land pursuant to Article III, Section 8, of the City Charter to better serve the public need for which the land was acquired.

Now, therefore, in consideration of these premises and the mutual terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Premises and Term

a. The Lessor leases to the Lessee, and the Lessee leases from the Lessor, for the purpose of holding the Annapolis City Dock Fresh Farm Market, that land known as the Donner Parking Lot and Public Parking Lot between the Fleet Reserve and property owned by Chandler, LLC, as shown in Exhibit A attached to this Agreement ("Premises"), each and every Sunday from May 4, 2014 through November 23, 2014, from 6 am to 2 pm, except October 12, 2014 and October 19, 2014, when the Lessee shall not have access to the Premises during the Sundays of the United States Sailboat and Power Boat Shows.

2. Rent

a. Rent shall be Fifty Dollars (\$50.00) per month.

b. Pursuant to City Code, Section 6.04.210.D.3., the Lessor hereby waives any additional rent, including but not limited to fees for traffic control services if any are provided, parking meters authorized for use by Lessee, inspections, permit applications and rental beyond that stated above, except as provided herein.

3. Use of Premises

1 a. The Premises may be used by the Lessee for activities authorized by the Lessee
2 and identified in this Lease.

3
4 b. This Lease in no way creates an obligation upon the Lessor to furnish any
5 services, materials or equipment for the Lessee's farmer's market, except as specifically
6 provided in this Lease.

7
8 4. Exhibitors

9
10 a. The Lessee shall provide to the Lessor, not later than May 1, 2014, a complete list
11 of all exhibitors, vendors displays, activities, festivities, and operations associated with this
12 Lease, which shall not be amended without the Lessor's written consent.

13
14 b. The Lessee shall use its best efforts to contract with Annapolis/Anne Arundel
15 County area farmers in all matters related to the farmers market.

16
17 5. Licenses/Taxes

18
19 a. Exhibitors or vendors who are permitted to sell any item at the farmers market
20 shall obtain and produce to the Lessor upon request all required non-City licenses and pay all
21 required Federal, State, County and City taxes and fees.

22
23 b. The Lessee shall satisfy any of the Lessor's licensing requirements for such
24 exhibitors or vendors.

25
26 6. Transportation & Parking Plan

27
28 a. The Lessee shall prepare and submit to the Lessor's Director of Transportation,
29 no later than May 1, 2014, a transportation plan with a parking element, which shall address
30 matters specified by the Director.

31
32 b. Except for public ways within the Premises, the plan shall not provide for the
33 closure of any street or restrict parking to those associated with the farmers market.

34
35 c. Upon receipt of the plan, the Director shall make copies available to relevant
36 agencies and to interested parties who have requested a copy and shall arrange for a meeting,
37 if determined to be necessary by the Director, with relevant agencies and representatives of
38 interested parties to review the plan.

39
40 d. The Director shall approve the plan before this Lease commences.

41
42 7. Pre-Market Inspection

43
44 a. Before the farmers market opens to the public, the Lessee's representative shall
45 meet with representatives of Lessor's Police Department, Fire Department, Emergency
46 Management, Harbormaster, Department of Neighborhood and Environmental Programs and
47 Department of Public Works to inspect the Premises and nearby areas to determine compliance
48 with the Lessor's requirements.

1 b. Written approval by all such representatives is required before the Lessee may
2 open the farmers market to the public.

3
4 c. The Lessor shall not unreasonably refuse permission to open the farmers market
5 unless a threat to health or safety has been identified by the Lessor to the Lessee.

6
7 d. Following the pre-market inspection, at all times during this Lease, the Lessee
8 shall promptly comply with all reasonable directives of the Lessor which the Lessor determines
9 in its sole discretion are necessary to bring the Lessee and activities on the Premises into
10 compliance with this Lease, the City Code, and the Lessor's public safety requirements.

11
12 8. Interior Construction.

13
14 a. The Lessee shall have the right to construct, install or erect upon the Premises
15 such seats, booths, tents, exhibits and any other apparatus or structure which the Lessee may
16 deem necessary or desirable for purposes related to this Lease.

17
18 b. The Lessee shall not enclose the Premises in such a manner as to limit entry onto
19 the Premises or any part thereof.

20
21 9. Permits

22
23 a. The Lessee shall obtain any and all zoning permits, licenses and authorizations
24 required to be obtained from the Lessor for the purpose of constructing or erecting temporary
25 structures on the Premises and for operating the farmers market.

26
27 b. All other Federal, State or County permits which may be required shall be the
28 responsibility of Lessee.

29
30 10. Alcohol

31
32 a. There shall be no beer, wine or liquor consumption or other open containers of
33 alcoholic beverages on the Premises.

34
35 11. Food Sales

36
37 a. The Lessee may offer traditional farmers market food, beverages and produce for
38 sale during hours of operation.

39
40 12. Music

41
42 a. The Lessee may play non-amplified music during the hours of operation.

43
44 13. Conduct of Operations

45
46 a. The Lessee shall conduct its operations in an orderly and commercially
47 reasonable manner so as not to annoy, disturb, whether by noise or otherwise, endanger or be
48 offensive to others.

1 b. The Lessee shall use and maintain the Premises in such manner so as to avoid
2 the creation of any nuisance from obnoxious odors, smoke, noxious gases, vapors, dust, noise
3 or otherwise, and shall not keep, store, display or use any explosives or explosive devices at the
4 Premises.

5
6 c. The Lessee shall maintain the Premises in a clean, orderly and safe condition so
7 as to avoid injury to persons and property.

8
9 d. If the Lessee fails to comply with the terms of this provision, the Lessor shall have
10 the authority to require the Lessee to immediately cease and desist all activities and operations
11 on the Premises and may immediately declare the Lessee in breach of this Lease and
12 immediately terminate this Lease without prior notice to the Lessee.

13
14 14. Trash and Recycling

15
16 a. The Lessee, at its sole expense, shall provide the number of trash and recycling
17 containers within the Premises as required by the Lessor's Director of Public Works in his sole
18 discretion during this Lease and shall provide for the prompt removal of these containers by
19 contractors approved by the Lessor.

20
21 b. The Lessor, if necessary, shall aid the Lessee in obtaining trash and recycling
22 containers.

23
24 15. Cleanliness

25
26 a. The Lessee, at its sole expense, shall be responsible for keeping the Premises
27 free of trash and shall place all in trash containers.

28
29 b. The Lessee shall at all times police the Premises for trash removal.

30
31 16. Security Services

32
33 a. The Lessee shall be solely responsible for security within the Premises during
34 hours of operation.

35
36 b. The Lessee shall establish a security liaison with the Lessor's Police Department
37 and coordinate all Premises security with the Lessor's Police Department according to it
38 requirements.

39
40 c. In addition to such other requirements as the Lessor's Police Department may
41 impose, the Lessee shall, at its sole expense, hire licensed professional security officers who
42 shall provide security within the Premises during hours of operation at such staffing levels as the
43 Lessor's Police department may, in its sole discretion, require.

44
45 d. The Lessee shall produce to the Lessor at any time the Lessor requests all
46 credentials of the security officers retained by the Lessee and may reject the hiring or retention
47 of any security officer for reasonable cause.

48

1 17. Fire Services
2

3 a. Following the erection of all booths and other structures at the Premises, but
4 before the farmers market opens to the public, the parties shall meet at the Premises to assure
5 compliance with the Lessor's Fire Department regulations and accessibility of fire lanes and
6 turning radius.
7

8 18. Utility Services
9

10 a. The Lessor shall make available to the Premises existing water and electricity
11 facilities.
12

13 b. The Lessee, at its own expense, shall install any temporary electrical equipment,
14 lines and devices required to provide power to the Premises, in compliance with the City Code
15 and the National Electric Code.
16

17 c. The Lessee shall not operate any such equipment, lines or devices until inspected
18 and approved by the Lessor's Department of Neighborhood and Environmental Programs.
19

20 19. Other Services
21

22 a. The parties, if necessary, shall coordinate other services in advance of the term of
23 this Agreement.
24

25 20. Removal of Lessee's Property
26

27 a. No later than 1 p.m. of every market day, the Lessee shall remove all of its
28 property from the Premises with the exception of such signs as approved by the Lessor's
29 Historic Preservation Commission.
30

31 b. If the Lessee fails to remove any of its property, either during or at the termination
32 of this Lease, the Lessor reserves the right to remove and store it at the Lessee's sole expense
33 or, as an alternative, to leave it at the Premises.
34

35 c. In either case, the Lessor shall charge the Lessee a per diem rental for storage of
36 its property at a rate generally charged by private storage companies in Anne Arundel County,
37 Maryland.
38

39 d. The Lessor shall bear no responsibility or liability for damage to or expense
40 incurred as a result of property left, removed or stored under the provisions of this paragraph.
41

42 e. The Lessee shall pay to the Lessor any expenses or charges under this paragraph
43 within 30 days after delivery of any bill by the Lessor to the Lessee.
44

45 f. If any property is not claimed by the Lessee within 60 days after the termination of
46 this Lease, the Lessor, in its sole discretion, may sell such property at private or public sale
47 under such terms as the Lessor may deem appropriate and apply such proceeds as it may
48 deem appropriate in its sole discretion.

1 21. Liens

2
3 a. The Lessee hereby consents to and the Lessor shall have a lien upon all goods,
4 personal property and fixtures of the Lessee located upon the Premises for any and all unpaid
5 rent or charges which arise under this Lease.

6
7 b. The Lessee hereby consents to and the Lessor shall have the power to impound
8 and retain possession of such goods, personal property and fixtures until all such rent and
9 charges due under this Lease have been paid, in full, to the satisfaction of the Lessor.

10
11 c. If such charges remain unpaid 30 days after the termination of the term of this
12 Lease, the Lessor shall have the power to sell such property at public auction and apply the
13 receipts from such auction to all such unpaid charges.

14 22. Quiet Enjoyment and Lessor Access to Premises

15
16 a. Expressly subject to paragraph 22(b) of this Lease, and as long as the Lessee is
17 not in material breach of this Lease, the Lessee shall be entitled to peacefully hold and quietly
18 enjoy the Premises in a manner consistent with and subject to this Lease without any
19 disturbance or hindrance from the Lessor or from any other person claiming through the Lessor,
20 except that the Lessor or others claiming through the Lessor may enter onto the Premises to
21 effect necessary repairs to their own facilities for public safety and City Code compliance
22 reasons.

23
24 b. Lessor and Lessor's contractors, consultants, vendors, agents, and
25 representatives, at any time or times during the term of this Lease and without any prior notice
26 to Lessee, shall have the right to enter any and all portions of the Premises to gain access to
27 the existing bulkhead located on or near the Premises and to repair and/or construct a
28 replacement bulkhead pursuant to a separate City agreement, and including, but not limited to,
29 the delivery and storage of materials on the Premises, use of various equipment and vehicles
30 on the Premises, prohibiting Lessee's access to those portions of the Premises needed for
31 repair and/or construction of the bulkhead, and any and all other activities and actions needed
32 to complete all work related to a replacement bulkhead. Lessee hereby expressly understands
33 and agrees that it shall not be entitled to any abatement of Rent, damages, lost profits, or other
34 expenses by reason of the exercise of any such right of entry. Any or all of the foregoing rights
35 may be exercised by Lessor without being deemed an eviction or disturbance of Lessee's use
36 and possession of the Premises.

37
38 c. The Lessee shall cooperate with the Lessor to effect all access to the Premises,
39 as may be required pursuant to this paragraph 22, including, but not limited to, the right of entry
40 in paragraph 22(b).

41
42
43 d. If Lessor's right of entry pursuant to paragraph 22(b) causes unreasonable
44 interference with Lessee's use of the Premises under this Lease, the Lessee's sole remedy
45 shall be to terminate this Lease for convenience upon seven (7) calendar days prior written
46 notice to the City. Upon Lessee's termination for convenience, the Lessor shall be entitled to
47 take possession and control of the Premises immediately upon the 8th day after such notice, and
48

1 the Rent shall be prorated to correspond with such 8th day. The Lessee shall comply with
2 paragraph 39 of this Lease in vacating the Premises.

3
4 e. No action of Lessor or Lessor's contractors, consultants, vendors, agents, and/or
5 representatives on the Premises and pursuant to this paragraph 22 shall be deemed a breach of
6 this covenant of quiet enjoyment if reasonable access to the Premises is provided to Lessee.

7
8 **23. Payment**

9
10 a. The Lessee shall make all payments due under this Lease by check, payable to
11 the City of Annapolis, and deliver the payments to the Lessor's Director of Finance, 160 Duke of
12 Gloucester Street, Annapolis, Maryland, 21401.

13
14 b. In addition to all other amounts due pursuant to this Lease, the Lessee shall pay
15 the Lessor a monthly late fee of 1.5% (18% per annum) of any payment required that is more
16 than 60 days past due, until paid.

17
18 **24. Remedies**

19
20 a. Any and all duties, liabilities and/or obligations imposed upon or assumed by the
21 Lessee by this Lease shall be taken or construed as cumulative and not as a limitation or
22 restriction upon any or all of the other duties, liabilities, or obligations imposed upon or assumed
23 by Lessee under this Lease.

24 b. All remedies allowed by this Lease shall be construed to be cumulative and in
25 addition to any other remedies provided in law or equity.

26
27 c. The parties shall have the right to seek and obtain in any court of competent
28 jurisdiction an injunction, without the necessity of posting a bond, to restrain a violation by the
29 other party of any term of this Lease.

30
31 d. In no case shall a waiver by either party of the right to seek a remedy under this
32 paragraph constitute a waiver of any other or further such right.

33
34 **25. Venue, Waiver of Jury Trial and Governing Law**

35
36 a. Venue for all administrative and judicial proceedings which result from this Lease
37 shall be the courts of Anne Arundel County, Maryland.

38
39 b. The parties hereby expressly waive trial by jury in any such judicial proceeding.

40
41 c. The laws of the State of Maryland shall govern all matters relating to this
42 Agreement.

43
44 **26. Authority to Lease.**

45
46 a. If it is ever determined by a court of competent jurisdiction that the Lessor lacks
47 the authority to lease any portion or all of the Premises, the Lessor shall not be liable for any
48 losses or damages sustained by the Lessee as a result thereof.

1
2 27. Impossibility of Performance
3

4 a. If, for any reason, an unforeseen event not the act of the Lessor occurs, including
5 but not limited to flood, severe weather, fire, casualty, act of God, labor strike or other
6 unforeseen occurrence which renders use of the Premises impossible for any period of this
7 Lease, the Lessee shall have no right to any claim for damages against the Lessor, but the
8 Lessee shall not be liable for the payment of rent for the period that it cannot use the Premises.
9

10 28. Insurance
11

12 a. The Lessee shall, at its own expense, obtain and keep in full force and effect a
13 policy of comprehensive commercial general liability insurance for all loss, costs, damages and
14 expenses suffered by any person due to personal injury arising out of the activities permitted by
15 this Lease in the amount of One Million Dollars (\$1,000,000.00) per person and Three Million
16 Dollars (\$3,000,000.00) in the aggregate per occurrence, and One Million Dollars
17 (\$1,000,000.00) for damage to any property, including the Premises and property owned by
18 Lessor, due to or alleged to be due to (1) an act, omission or the negligence of the Lessee, its
19 officers, agents, employees contractors, patrons, guests or invitees, or (2) to the use of the
20 Premises or any part thereof by the Lessee, its officers, agents, employees, contractors,
21 patrons, guests or invitees.
22

23 b. The insurance policy shall specifically name the City of Annapolis, and in their
24 capacity as such, the Mayor, council members, department directors, and all other officers,
25 employees, contractors and agents of the City of Annapolis, as additional insureds.
26

27 c. The insurer shall be authorized to write the required insurance, approved by the
28 Insurance Commissioner of the State of Maryland, and subject to the reasonable approval of
29 Lessor's City Attorney.
30

31 d. The form and substance of the policy shall be subject to reasonable approval by
32 Lessor's City Attorney and shall be submitted to the City Attorney for such approval not later
33 than May 1, 2013.
34

35 e. The policy or the Certificate for the policy shall contain a statement that the insurer
36 shall not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or
37 otherwise, whether at the request of the Lessee or for any other reason, except after 30
38 calendar days advance written notice sent by the insurer to the City Attorney by certified mail,
39 postage prepaid, with return receipt requested.
40

41 f. If the policy is cancelled during the term of this Lease and the Lessee is unable to
42 obtain an equivalent policy, the Lessor may immediately declare Lessee in breach of this Lease
43 and immediately terminate this Lease without prior notice to Lessee.
44

45 29. Vendor Insurance
46

1 a. The Lessee shall provide documentation to the Lessor's City Attorney not later
2 than May 1, 2014, that each participating vendor at the farmers market is adequately covered to
3 the satisfaction of the City Attorney by general and product liability insurance.
4

5 b. All terms that apply in paragraph 17 shall apply in this paragraph.
6

7 c. For vendors added after May 1, 2014, the Lessee shall provide the same
8 documentation at least one full calendar week prior to the commencement date of the vendor's
9 participation in the farmers market and such vendors shall not be permitted to participate in the
10 farmers market until the City Attorney approves the policy.
11

12 30. Indemnification 13

14 a. The Lessee shall forever indemnify, defend and hold the Lessor, its Mayor, council
15 members, department directors, and all of its other officers, employees, contractors and agents
16 harmless from and against any and all claims, suits, actions, judgments, and liability for loss,
17 injury, damages and/or expenses suffered or alleged to have been suffered by any person or to
18 the Premises or to any property due to or alleged to be due to (1) an act, omission or the
19 negligence of the Lessee, its officers, agents, employees, contractors, patrons, guests or
20 invitees, or (2) the use of the Premises or any part thereof by the Lessee, its officers, agents,
21 employees, contractors, patrons, guests or invitees.
22

23 b. The Lessee shall reimburse the Lessor, within 30 days after demand for such
24 reimbursement, for any damage done to the Lessor's buildings, facilities, equipment or property
25 caused by the negligence of the Lessee, its officers, agents, employees, contractors, patrons,
26 guests or invitees during the Lessee's use and/or occupancy of the Premises or any part thereof
27 or to any other property.
28

29 c. Such indemnification does not limit any immunity to which the Lessor or its Mayor,
30 council members, department directors and all of its other officers employees, contractors and
31 agents, and includes all costs and expenses, including attorney's fees, whether or not related to
32 administrative or judicial litigation.
33

34 31. Immunities 35

36 a. The Lessor reserves any and all immunities, partial or total, statutory or common
37 law, in any proceeding related to this Lease, to the activities referred to in this Lease or to the
38 use of the Premises or any part thereof before, during or after the term of this Lease. Such
39 reservation of rights shall extend to any claim made by or through the Lessee and to any claim
40 made by or through any third party
41

42 32. Assignment 43

44 a. The Lessee shall not assign or transfer its interest in or its rights or obligations
45 pursuant to this Lease without the prior written consent of the Lessor.
46

47 33. Non Agent 48

1 a. The Lessee acknowledges it is an independent contracting party and not the
2 agent or employee of Lessor.

3
4 34. Compliance with All Laws

5
6 a. The Lessee shall comply with all laws, ordinances and statutes applicable to the
7 Premises, or any part thereof, and the use thereof, and to pay all taxes or charges imposed by
8 law in connection with Lessee's use and occupancy of the Premises.

9
10 35. Contact Persons

11
12 a. For purposes of coordinating inspections, providing notices and other matters set
13 forth under this Lease, except as otherwise provided, the parties designate the following contact
14 persons:

15
16 Lessor: Department of Neighborhood and
17 Environmental Programs
18 City of Annapolis
19 160 Duke of Gloucester Street
20 Annapolis, Maryland 21401
21 Phone No. 410-263-7946

22
23 Lessee: FRESHFARM Markets Inc
24 PO Box 15691
25 Washington, DC 20003
26 Attention; Ann Harvey Yonkers
27 Phone No. 202-362-8889

28
29 36. General Powers

30
31 a. Nothing herein shall be construed to preclude the Lessor from exercising its
32 general public safety powers as it deems appropriate to protect the public safety, interest and
33 welfare.

34
35 37. Termination for Breach or Violation

36
37 a. The Lessor shall be entitled to immediately terminate this Lease for any breach or
38 violation by the Lessee of this Lease.

39
40
41 38. Termination for Other Reasons

42
43 a. If the Lessor, in its sole discretion, determines that, for purposes and
44 conveniences related to the public interest of the City of Annapolis, it is necessary to terminate
45 this Lease before the end of its term, the Lessor shall provide 30 days written notice, by certified
46 mail, postage prepaid, to the Lessee to vacate, and shall be entitled to take possession and
47 control of the Premises immediately upon the 31st day after such notice.
48

1 b. The Lessee shall comply with all terms of this Lease that otherwise relate to its
2 vacating the Premises upon the expiration of the Lease.

3
4 c. The Lessor shall make reasonable attempts to relocate the Lessee's farmers
5 market to another location for the balance of the term of this Lease.

6
7 d. If Lessee does not accept any relocation offered by the Lessor with 7 days of the
8 date offered, this Lease shall terminate at such time.

9
10 39. Condition of Premises At End of Lease

11
12 a. At the end of this Lease, the Lessee, at its sole expense, shall return the Premises
13 to the same or superior condition than received, natural wear and tear excepted.

14
15 40. Time is of the Essence

16
17 a. Time is of the essence in the performance of this Lease.

18
19 b. Time for performance shall not be extended for any reason, except by mutual
20 agreement of the parties.

21
22 41. Modifications

23
24 a. The parties may, at any time, in writing, mutually modify only the following terms
25 of this Lease:

26
27 1. the location of the Premises to be leased, provided such modifications do not
28 result in an increase or enlargement of the area of the Premises;

29
30 2. the dates and hours during which the Premises will be used, provided such
31 modifications do not result in an increase or enlargement of the dates or times set forth in
32 paragraph 1a;

33
34 3. the Lessee's obligations with regard to security on the Premises and the
35 payment of fees for City inspections of the Premises.

36
37 b. Following a request by either party for modification, pursuant to Article III, Section
38 8 of the City Charter, the Lessor's Mayor may negotiate and agree to any modification which the
39 Lessee may propose without the necessity of an additional ordinance approving the
40 modification.

41
42 c. Any modification shall be set forth in writing executed by the parties, but shall not
43 take effect until the City Council has approved the modification.

44
45 42. Binding Effect

46
47 a. This Lease is binding upon the parties and their respective successors and
48 assigns.

1
2 43. Integration. This Lease constitutes the entire agreement between the parties
3 regarding its subject matter. There are no other terms or understandings, oral or written,
4 between the parties with respect thereto.

5
6 Witness the signatures and seals of the parties.

7
8 **Freshfarm Markets, Inc.**

9
10
11 _____ By: _____
12 Witness Ann Harvey Yonkers, (Seal)
13 Co- Executive Director

14
15 State of Maryland, County of Anne Arundel, to wit:

16
17 I hereby certify that on this _____ day of _____, 2013, before me, the subscriber,
18 a Notary Public in and for the State and County aforesaid, personally appeared Ann Harvey
19 Yonkers, known to me or satisfactorily proven to be the person who has signed this Agreement,
20 and she has signed this Agreement in my presence and acknowledged that she is co-Director of
21 Freshfarm Markets, Inc., and authorized to sign this Agreement on its behalf and to bind it
22 thereby, and that this Agreement is her free and voluntary act and the free and voluntary act of
23 Freshfarm Markets, Inc. made for the purposes set forth therein.

24
25 Witness my signature and Notary Seal.

26 _____
27 Notary Public
28 My Commission expires:

29
30
31
32 _____ By: _____
33 Witness Bernadine Prince, (Seal)
34 Co-Director

35
36 State of Maryland, County of Anne Arundel, to wit:

37
38 I hereby certify that on this _____ day of _____, 2013, before me, the subscriber, a
39 Notary Public in and for the State and County aforesaid, personally appeared Bernadine Prince,
40 known to me or satisfactorily proven to be the person who has signed this Agreement, and she
41 has signed this Agreement in my presence and acknowledged that she is co-Director of
42 Freshfarm Markets, Inc., and authorized to sign this Agreement on its behalf and to bind it
43 thereby, and that this Agreement is her free and voluntary act and the free and voluntary act of
44 Freshfarm Markets, Inc. made for the purposes set forth therein.

45
46
47
48

1 Witness my signature and Notary Seal.

2 _____
3 Notary Public
4 My Commission expires:

5
6 ATTEST: City of Annapolis

7
8
9 _____ By: _____
10 Regina C. Watkins-Eldridge, MMC Michael J. Pantelides, Mayor (Seal)
11 City Clerk

12
13
14 State of Maryland, County of Anne Arundel, to wit:

15
16 I hereby certify that on this ____ day of _____, _____, before me, the subscriber,
17 a Notary Public in and for the State and County aforesaid, personally appeared Joshua J.
18 Cohen, known to me or satisfactorily proven to be the person who has signed this Agreement,
19 and he has signed this Agreement in my presence and acknowledged that he is the Mayor of
20 the City of Annapolis and authorized to sign this Agreement on its behalf and to bind it thereby,
21 and that this Agreement is his free and voluntary act and the free and voluntary act of the City of
22 Annapolis made for the purposes set forth therein.

23 Witness my signature and Notary Seal.

24
25 _____
26 Notary Public
27 My Commission expires:

28
29
30 Approved for form and legal sufficiency:

31
32
33 _____
34 Timothy D. Murnane, City Attorney

35
36
37 Date:

Lease of the Donner Lot to FRESHFARM Markets Inc.

Attachment A

