

CITY OF ANNAPOLIS LEASE AGREEMENT

This Lease Agreement (“Lease”) is made this ____ day of _____ 201_, by and between The City of Annapolis, a municipal corporation of the State of Maryland (“City”), and George Bowling, 270 Defense Highway, Annapolis MD 21401, a Maryland resident (the “Tenant”).

WHEREAS, the City is the fee simple owner of an improved parcel of land located at 270 Defense Highway, Annapolis, Maryland 21401 formerly known as the City Engineer’s House circa 1880 (a two-story residential house), and as more accurately described in a deed dated October 13, 1865 and recorded at Liber NHG 13, folio 436 among the Land Records of Anne Arundel County (collectively, the “Premises”), and as more particularly described in **Exhibit A** and as designed as “George’s House” on **Exhibit B**, both attached hereto and as incorporated herein; and

WHEREAS, the Tenant wishes to lease the Premises for the purpose of residential occupancy; and

WHEREAS, the parties desire to enter into this Lease that defines their respective rights, duties, and liabilities relative to the Premises.

NOW, THEREFORE, WITNESSETH in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Tenant hereto agree as follows:

1. USE OF PREMISES

a. The Tenant understands and agrees that the Premises during the Term of this Lease shall be used and occupied by the Tenant only for the purpose of residency and for no other purpose whatsoever.

b. The Tenant accepts the Premises in “As Is/Where Is” condition and as complying with all obligations of the City with respect to the condition, order, and repair thereof.

c. The Tenant shall not use or occupy or permit the Premises, or any part thereof, to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (1) violate any of the covenants, agreements, provisions or conditions of this Lease; (2) make it difficult for either the City or the Tenant to obtain fire or other insurance at standard rates; (3) as will constitute a public or private nuisance; or (4) tend to impair or interfere with the character, reputation or appearance of the Premises.

d. The Tenant shall not locate any structure of any kind within ten feet (10’) of any structure, utility, pipe or appurtenances located on the Premises or otherwise block access to any such structure, utility, pipe or appurtenances.

2. TERM

a. The Tenant leases the Premises from the City for a term of one (1) month commencing on the day referenced above (the “Original Term”), provided the Lease has been

properly executed by both parties, and unless sooner terminated in accordance with the provisions of this Lease.

b. Provided that the Tenant is not otherwise in default or breach hereunder and continues to occupy the Premises, this Lease shall automatically renew on a monthly basis upon the same terms and conditions herein, unless sooner terminated in accordance with the provisions of this Lease.

c. The City expressly reserves the right to adjust any rent pursuant to this Lease prior to the anniversary date of each and any Renewal Term, if any.

3. RENT

As annual rent for the Premises, the Tenant shall pay the City Twelve Thousand Dollars and No Cents (\$12,000.00), payable in equal monthly installments of One Thousand Dollars and No Cents (\$1,000.00) (collectively, the "Rent"). Each payment of Rent shall be made promptly when due, in advance, on the first day of each month, without deduction, setoff or counterclaim whatsoever, and without demand. All payments shall be made payable to the "City of Annapolis" and shall be sent or delivered to the Finance Director, Finance Department, City Hall, 160 Duke of Gloucester Street, Annapolis, Maryland 21401.

4. QUIET ENJOYMENT

The City represents that it has the right and capacity to enter into this Lease. The City covenants and agrees that upon the Tenant's paying the Rent, and performing and observing all of the Tenant's Lease obligations, the Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation by anyone claiming paramount title or claims through the City subject, however, to the covenants, agreements, terms and conditions and other obligations of this Lease.

5. UTILITIES, SERVICES

a. The City shall, at its sole cost and expense, be responsible for the furnishing of all utilities, including gas, electricity, light, heat, steam, power, water and sewer, or other services used in connection with the operation of the Premises. The City shall pay all charges for all such utilities directly to the applicable public utility or governmental authority furnishing such service to the Premises.

b. The Tenant, at its sole cost and expense, shall arrange and pay for any telephone, internet, cable, and similar services, including any necessary telecommunications build-out of the Premises.

c. The City shall be responsible for all trash and recycling removal and disposal on the Premises.

d. The Tenant, at its sole cost and expense, shall be responsible for the removal of all snow and ice from the driveways, stairs, walkways, sidewalks, parking areas and other rights-of-way that are used solely by the Tenant. The City, at its sole cost and expense, shall be responsible for the removal of all snow and ice from the driveways, stairs, walkways, sidewalks, parking areas and other rights-of-way that are used by both the City and the Tenant or solely by the City.

6. ALTERATIONS

The Tenant covenants that it shall not make or suffer to be made any alterations, additions, or improvements to the Premises without obtaining the prior written consent of the City that may be withheld in the City's sole and absolute discretion. All work done in accordance with any approved alterations, additions, or improvements shall be done in a good and workmanlike manner, by professionals licensed in the State of Maryland, in compliance with any necessary permits and other governmental approvals, and in accordance with all applicable laws and ordinances of any public authority having jurisdiction over the Premises.

7. REPAIRS AND MAINTENANCE

a. Except as otherwise provided herein, the Tenant shall at all times, at its own cost, and without any expense to the City, keep and maintain the Premises and any appurtenances to the Premises, in good order and condition, and suffer no waste or damages thereto. At the expiration or sooner termination of the Term, the Tenant shall surrender the Premises broom clean and in the same order and condition in which they were on the commencement date, ordinary wear and tear excepted.

b. The City shall maintain the central heating and plumbing systems of the Premises and the electrical wiring servicing the Premises or within the Premises, and shall make all structural repairs, including, but not limited to, structural columns and floors, the roof, and the exterior walls of the Premises, provided the Tenant gives the City written notice specifying the need for and nature of such repairs. However, if the City is required to make any repairs to such portions of the Premises by reason, in whole or in part, of the negligent act or failure to act by the Tenant or the Tenant's family, relatives, agents, contractors, guests, invitees, or pets, the City may collect the cost of any and all such repairs from the Tenant as upon demand or invoicing.

c. The City shall have no liability to the Tenant by reason of any inconvenience, annoyance, interruption, or injury to use or occupancy arising from making any repairs or changes that the City is required or permitted to make in or to any portion of the Premises by this Lease or by law.

8. ASSIGNMENT

The Tenant shall not assign or sublease this Lease in whole or in part.

9. SECURITY, PROPERTY LOSS DAMAGE

The City shall not be liable for any damage to property of the Tenant or of others located on the Premises nor for the loss of any property, including personal property, by theft, pet or otherwise, unless attributable to the City's gross negligence. The City shall not be liable for any injury or damage to persons or property, including personal property, resulting from theft, casualty, acts of God, fire of every nature and type, the accumulation of snow or ice, explosion, falling plaster, steam, gas, electricity, wind, water, rain or snow which may overflow or leak or be discharged from any part of the Premises or from the pipes, appliances or plumbing works of the same or from the street or subsurface or from any other place, or from dampness, or from any other cause whatsoever, unless caused by or due to the gross negligent act or gross negligent omission of the City. All property, including personal property, of the Tenant kept or stored on the Premises shall be so kept at the risk of the Tenant only and the Tenant shall hold

the City harmless from any claims arising out of damage to the same, including subrogation claims by the Tenant's insurance carrier.

10. COMPLIANCE WITH LAWS

It is understood and agreed that the Tenant, in making any alterations, additions, repairs or changes, as well as in its use of the Premises, shall comply fully with all federal, state, county and City laws, ordinances, and regulations of public authority, all at the Tenant's sole cost and expense. The Tenant covenants, at its sole cost and expense, to promptly comply with and do all things required by any notice served upon it or upon the City in relation to said Premises or any part thereof, from any of the departments or agencies of the City, a county, the State of Maryland, or the United States, if the same shall be caused by the Tenant's use of the Premises, or any alteration, addition, repair or change thereof. The Tenant shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of the failure of the Tenant to comply with this covenant and this Paragraph.

11. PETS

a. The Tenant is hereby authorized to keep a pet(s) on the Premises, subject to the terms and conditions of this Paragraph. The number of pets on the Premises shall not exceed any limitations specified by any and all applicable laws and regulations, including, but not limited to, zoning regulations. The Tenant shall not keep a pet with a known history of aggressive behavior.

b. The Tenant shall be solely liable for the entire amount of all damages caused by any pet, and if any item cannot be satisfactory cleaned or repaired, the Tenant shall pay for the complete replacement of such item. Pet odors and stains are not considered "normal wear and tear."

12. INDEMNIFICATION

a. The Tenant shall be strictly liable for the entire amount of injury to any person or property of others caused by any pet, and the Tenant shall forever indemnify, defend and hold harmless the City, its elected officials, appointed officers, directors, employees, agents and representatives for all costs of litigation and attorney's fees resulting from the same.

b. The Tenant shall indemnify, defend and hold the City, its elected officials, appointed officers, directors, employees, agents and representatives harmless from and against all liability for injuries to persons, including death, and damage to the Premises arising from acts or omissions of the Tenant, its agents, employees, contractors, patrons, volunteers, guests or invitees resulting in connection with this Lease.

c. The Tenant's indemnifications include reasonable attorney fees and costs incurred by the City in defending any claims, complaints, causes of action, lawsuits, or other such actions.

13. IMPAIRMENT OF THE CITY'S TITLE

a. The Tenant shall not have the right, power, or permission to do any act or to make any agreement that may create, give rise to, or be the foundation for, any right, title, interest, lien, charge, or other encumbrance on the estate of the City in the Premises and any

other improvements. In amplification and not in limitation of the foregoing, the Tenant shall not permit any part of the Premises and any other improvements to be used by any person or persons or by the public, as such, at any time or times during the term of this Lease, in such manner as might reasonably tend to impair the City's title to or interest in the Premises and any other improvements, or any part of same except as permitted under this Lease, or in such manner as might reasonably make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to, or with respect to the Premises and any other improvements, or any part of same.

b. During the Term of this Lease, the Tenant shall not mortgage or encumber the improvements in or on the Premises without the prior written consent of the City in each instance. The making of any mortgage, pledge, or encumbrance by the Tenant shall not operate to relieve the Tenant from its obligations under this Lease. Any consent by the City to a mortgage, pledge, or encumbrance shall be held to apply only to the specific transaction approved by the City. Such consent shall not be construed as a waiver of the duty of the Tenant, or its successors or assigns, to obtain from the City consent to any other or subsequent mortgage or encumbrance, the City's rights with respect to mortgages, pledges, and encumbrances under this Lease.

14. THE CITY'S RIGHT OF ENTRY

a. The City and its employees, representatives, agents, and servants, including any builder or contractor employed by the City, shall have the absolute unconditional right, license and permission, at any and all reasonable times, after not less than twenty-four (24) hours notice to Tenant (except in the case of an emergency where no such notice is required), to enter the Premises or any part thereof for any of the following purposes: (a) to inspect the Premises; (b) to make such reasonable repairs and/or changes in the Premises as the City may deem necessary or proper; (c) to enforce and carry out any provision of this Lease; and/or (d) for any purpose whatsoever relating to the safety, protection or preservation of the Premises. The City shall use reasonable efforts to minimize interference to the Tenant's business or use of the Premises when making repair, but the City shall not be required to perform the repairs at any time other than during normal working hours.

b. The City and its employees, representatives, agents, and servants, including any builder or contractor employed by the City, shall have the unconditional right to enter the Premises, at any time and with no prior notice to the Tenant, to maintain, inspect, construct or reconstruct any structure, utility, pipe or appurtenances related to the operation of the Annapolis Water Plant located on or in the Premises. The City shall not be responsible for any damage, of any type or any description, which may result from the exercising of this right to enter.

15. DEFAULTS OR BREACH/REMEDIES

a. The occurrence of any one (1) or more of the following events shall constitute an Event of Default/Breach under the terms of this Lease:

1. The failure by the Tenant to make any payment of Rent or any other payment required to be made by the Tenant hereunder and the Tenant shall fail to remedy such default or breach within ten (10) business days after the same is due and payable.

2. The failure by the Tenant to observe or perform any of the material covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other

than described in Paragraph 15(a)(1) above, where such failure shall continue for a period of thirty (30) calendar days after written notice thereof from the City to the Tenant.

3. The making by the Tenant of any general assignment or general arrangement for the benefit of creditors, the filing by or against the Tenant of a petition to have the Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against the Tenant, the same is dismissed within sixty (60) calendar days), the appointment of a trustee or receiver to take possession of substantially all of the Tenant's property located in the Premises or the Tenant's interest in this Lease where such seizure is not discharged or bonded within ten (10) business days, the attachment, execution or other judicial seizure of substantially all of the Tenant's interest in this Lease, where such seizure is not discharged or bonded within ten (10) business days.

4. The vacating or abandonment of the Premises by the Tenant.

b. Upon the occurrence of an Event of Default/Breach herein, the City may, after giving the Tenant thirty (30) calendar days written notice and period to commence with a cure, without limiting the City in the exercise of any right or remedy that the City may have by reason of such default or breach, proceed in the following manner:

1. Terminate this Lease and the Tenant's right to possession of the Premises and with or without legal process, re-enter and take possession of the Premises and remove the Tenant, any occupant and any property therefrom, without being guilty of trespass or being liable to any suit, action or prosecution therefore, which liability the Tenant hereby expressly waives, and without relinquishing any rights of the City against the Tenant. Notwithstanding such re-entry and termination of this Lease, the Tenant shall remain liable to the City for any payments or damages, including, but not limited to, outstanding Rent and attorneys' fees, due or sustained prior thereto; or

2. Maintain the Tenant's right to possession, in which case this Lease shall continue in effect, whether or not the Tenant shall have abandoned the Premises. In such event, the City shall be entitled to enforce all of the City's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

c. No act or omission by the City shall be deemed to be an acceptance of a surrender of the Premises or a termination of the Tenant's liabilities hereunder, unless the City shall execute a written release of the Tenant. The Tenant's liability hereunder shall not be terminated by the execution by the City of any new lease for all or any portion of the Premises or the acceptance of rent from any assignee or subtenant.

16. TERMINATION FOR CONVENIENCE

Either party may terminate this Lease at any time by providing sixty (60) calendar days prior written notice to the other party. Any such termination of this Lease by a party shall not discharge that party or the other party from any obligation either may have to the other by reason of any transaction, loss, cost, damage, expense or liability which shall occur or arise (or the circumstances, events or basis of which shall occur or arise) prior to such termination, whether the same be known or unknown at the time of such termination.

17. SURRENDER OF PREMISES

On the last day or earlier termination of the Term of this Lease, the Tenant shall quit and surrender the Premises in good condition and repair, normal wear and tear excepted. If the Premises are not surrendered as and when aforesaid, the Tenant shall indemnify the City against loss or liability resulting from the delay by the Tenant in so surrendering the Premises, including, without limitation, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of the City after the termination of the Term shall be construed to be a tenancy from month-to-month upon the same terms and conditions as provided in this Lease, to the extent applicable. The Tenant's obligations under this Paragraph shall survive the expiration or earlier termination of the Term of this Lease.

18. RESERVATION OF GOVERNMENTAL AUTHORITY

The City expressly reserves the right and duty at all times to exercise full governmental control and regulation with respect to all matters connected with this Lease not inconsistent with the terms hereof.

19. REMEDIES CUMULATIVE AND CONCURRENT

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedies provided for in this Lease, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Lease, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the City shall be concurrent and may be pursued separately, successively or together against the Tenant, and every right, power and remedy given to the City may be exercised from time to time as often as may be deemed expedient by the City.

20. WAIVER OF REMEDIES FOR BREACH

No failure or delay by the City to insist upon the strict performance of any term, condition or covenant of this Lease, or to exercise any right, power or remedy consequent upon a breach or default thereof, shall constitute a waiver of any such term, condition or covenant or of any such breach or default, or preclude the City from exercising any such right, power or remedy at any later time or times.

21. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Lease shall be construed to constitute the Tenant as an agent, representative or employee of the City. Nor shall anything contained in this Lease be construed in any manner to create any relationship between the Tenant and the City other than what is expressly specified herein, and the Tenant and the City shall not be considered partners or co-venturers for any purpose on account of this Lease.

22. BINDING EFFECT

The terms of this Lease shall be binding on and enforceable against the parties and their respective successors, assigns, heirs and/or personal representatives.

23. GOVERNING LAW

a. In all actions arising from this Lease, the laws of the State of Maryland shall govern, and the venue for all actions initiated pursuant to this Lease shall be exclusively the Courts of Anne Arundel County, Maryland.

b. The parties hereby waive jury trial in all actions initiated pursuant to this Lease.

24. RECITALS

The Recitals are hereby incorporated into this Lease.

25. SEVERABILITY

If any of the provisions of this Lease are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

26. AMENDMENT OR MODIFICATION

This Lease sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Lease. This Lease shall not be waived, amended or modified except in writing and signed by the authorized representative(s) of both parties.

27. AUTHORIZATION

This Lease is authorized by the City Council pursuant to Ordinance No. O-1-15.

28. NOTICE

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following address and individual or such other address and/or such other individual as a party may identify in writing to the other party:

To the City: Superintendent, Water Treatment Plant
260 Defense Highway
Annapolis, Maryland 21401
(410) 224-2140

With a Copy to: Director, Department of Public Works
145 Gorman Street, 2nd Floor
Annapolis, Maryland 21401

To the Tenant: George Bowling
270 Defense Highway
Annapolis, Maryland 21401

IN WITNESS WHEREOF, it is the intent of the parties that the Tenant has signed this Lease under seal and, further, that the parties have executed this Lease the day and year first written above.

WITNESS:

GEORGE BOWLING

By: _____

ATTEST:

CITY OF ANNAPOLIS

Regina C. Watkins-Eldridge, MMC,
City Clerk

By: _____
Michael J. Pantelides, Mayor

APPROVED FOR FINANCIAL SUFFICIENCY:

REVIEWED AND APPROVED BY:

Bruce T. Miller, Director
Finance Department

Thomas C. Andrews, City Manager

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by the City Mayor and City Council, if Indicated.)

OFFICE OF THE CITY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey Approval
or Disapproval of Substantive Nature of Transaction. Approval is
Based Upon Typeset Document. All Modifications Require Re-Approval.

EXHIBIT A
DESCRIPTION OF PREMISES FOR
SUPERINTENDENTS HOUSE AT THE
ANNAPOLIS WATER PLANT

Beginning at a point, said point being the intersection of the northern right of way line of Maryland Rt. 450 (aka, Defense Highway) and the centerline of the existing stream being the main stem of Broad Creek; thence running from said point of beginning and with said northern right of way line of Maryland Rt. 450 in an easterly direction to intersect a line 10 feet west of the centerline of the roadway entrance to the Annapolis Waterworks Park; thence with said line and running parallel to and offset 10 feet westerly of the centerline of roadway to the fork in the road at the historic Power Building; thence with said line and running parallel to and offset 10 westerly of the western fork of said road to the point located opposite of the northwesterly corner of the historic Power Building; thence running westerly to intersect the centerline of the existing stream being the main stem of Broad Creek at a right angle; thence with the centerline of the existing stream being the main stem of Broad Creek to the Point of Beginning.

Said Premises being graphically shown on the attached diagram.

Being part of a conveyance from Charles S. Welsh, et al to the Annapolis Water Company, dated October 13, 1865 and recorded among the Land Records of Anne Arundel County in Liber 13 at Folio 436; the City of Annapolis being the successor to the Annapolis Water Company.

Together with the right to use, with others, the existing road accessing the Annapolis Water Works Park to access the Premises.

EXHIBIT B