

1 **..Title**

2 **Amendment No. 1 to Eisenhower Golf Course Lease Agreement** – For the purpose of
3 approving an Amendment No. 1 to the Lease for certain City-owned property to Anne Arundel
4 County; and matters generally relating to said lease.

5 **..Body**

6
7 **CITY COUNCIL OF THE**
8 **City of Annapolis**

9
10 **Ordinance 18-16**

11
12 **Introduced by: Mayor Pantelides**

13
14 **Referred to**

15 Finance Committee
16 Rules and City Government

17
18
19 **AN ORDINANCE** concerning

20
21 **Amendment No. 1 to Eisenhower Golf Course Lease Agreement**

22
23 **FOR** the purpose of approving an Amendment No. 1 to the Lease of certain City-owned
24 property to Anne Arundel County; and matters generally relating to said lease.

25
26 **WHEREAS**, the City is the owner of certain real property located in Anne Arundel County,
27 Maryland at 1576 Generals Highway, Crownsville, Maryland 21032; and

28
29 **WHEREAS**, by lease dated June 13, 1966, the County leased the Property from the City for the
30 purpose of constructing and operating a public golf course and recreation facilities, now known
31 as the Eisenhower Golf Course; and

32
33 **WHEREAS**, the fifty (50) year term of the Lease currently expires on June 12, 2016; and

34
35 **WHEREAS**, the City and the County have agreed to explore options for the ongoing
36 management and operation of the Golf Course; and

37
38 **WHEREAS**, the City and the County have agreed that a one (1) year extension of the Lease is
39 necessary to allow for proper consideration of all available options for the future management
40 and operation of the Golf Course.

41
42 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**
43 **COUNCIL** that the Amendment No. 1 to the Eisenhower Golf Course Lease Agreement,
44 between the City of Annapolis and Anne Arundel County, is hereby approved and authorized.
45

1 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**
2 **ANNAPOLIS CITY COUNCIL** that in accordance with Article III, Section 8 of the Charter of
3 the City of Annapolis, the proposed lease of City-owned property will better serve the public
4 need for which the property was acquired.

5
6 **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY**
7 **THE ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its
8 passage.

9
10 **EXPLANATION**

11 CAPITAL LETTERS indicate matter added to existing law.

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

13 Underlining indicates amendments
14
15

AMENDMENT NO. 1 TO LEASE

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2
3 **THIS AMENDMENT NO. 1 TO LEASE** (the “Amendment”) is made as of this _____
4 day of _____, 2016 by and between **THE CITY OF ANNAPOLIS**, a municipal
5 corporation of the State of Maryland (the “City”) and **ANNE ARUNDEL COUNTY,**
6 **MARYLAND**, a municipal corporation of the State of Maryland (the “County”).
7

8 **WHEREAS**, the City is the owner of certain real property located in Anne Arundel
9 County, Maryland at 1576 Generals Highway, Crownsville, Maryland 21032 (the “Property”), as
10 further described in the Lease defined below; and
11

12 **WHEREAS**, by lease dated June 13, 1966 (the “Lease”), the County leased the Property
13 from the City for the purpose of constructing and operating a public golf course and recreation
14 facilities, now known as the Eisenhower Golf Course (the “Golf Course”); and
15

16 **WHEREAS**, the fifty (50) year term of the Lease currently expires on June 12, 2016; and
17

18 **WHEREAS**, the City and the County have agreed to explore options for the ongoing
19 management and operation of the Golf Course; and
20

21 **WHEREAS**, the City and the County have agreed that a one (1) year extension of the
22 Lease is necessary to allow for proper consideration of all available options for the future
23 management and operation of the Golf Course.
24

25 **NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency
26 of which are hereby acknowledged, the City and the County agree as follows:
27

28 1. The term of the Lease shall be extended for one (1) year, and shall thus expire on
29 June 12, 2017.
30

31 2. During this one (1) year extension, the County shall continue to pay rent and
32 utilities pursuant to the “Third” and “Fourth” paragraphs of the Lease, and the County shall
33 continue to maintain the required insurance pursuant to the “Eleventh” paragraph of the Lease.
34

35 3. Except as amended hereby, all other terms and conditions of the Lease shall
36 remain in full force and effect, and both the City and the County hereby ratify and confirm all of
37 their respective obligations under the provisions of the Lease, as amended by this Amendment.
38

39 4. In the event of any conflict between the Lease and this Amendment, the terms of
40 this Amendment shall govern.
41

42 5. This Amendment shall be binding on and inure to the benefit of the City and the
43 County and their respective successors and permitted assigns.
44

45 6. The County shall cause this Amendment to be recorded promptly after its
46 execution among the Land Records of Anne Arundel County, and any costs of such recording

1 shall be borne by the County.

2
3 **IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to the
4 Lease as of the date and year first above written.

5
6 **LESSOR:**

7
8 ATTEST:

CITY OF ANNAPOLIS

9
10
11 _____
12 Regina C. Watkins-Eldridge, MMC,
13 City Clerk

By: _____
Michael J. Pantelides, Mayor (Seal)

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15
16 APPROVED FOR FINANCIAL SUFFICIENCY: REVIEWED AND APPROVED BY:

17
18
19 _____
20 Bruce T. Miller, Director
21 Finance Department

Thomas C. Andrews, City Manager

22
23
24 REVIEWED AND APPROVED BY:

25
26
27 _____
28 Michael Morris, Director
29 Department of Recreation and Parks

30
31
32 APPROVED FOR FORM AND LEGAL SUFFICIENCY:

33
34
35 _____
36 OFFICE OF THE CITY ATTORNEY

37
38 *[Signatures continue on Following Page]*
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LESSEE:

ANNE ARUNDEL COUNTY, MARYLAND

By: _____
Name: Mark D. Hartzell
Title: Chief Administrative Officer

Approved for form and legal sufficiency:
Office of Law:

Senior Assistant County Attorney

Rick Anthony, Director
Department of Recreation and Parks

Christine Romans
Central Services Officer