



Legislation Details (With Text)

File #: O-03-16 **Version:** 1 **Name:**

Type: Ordinance **Status:** Adopted

File created: 12/16/2015 **In control:** City Council

On agenda: 3/14/2016 **Final action:** 3/14/2016

Title: Stevens, Incorporated Lease of 142 Dock Street - For the purpose of approving the lease for certain City-owned property located at 142 Dock Street; and matters generally relating to said lease.

Sponsors: Michael J. Pantelides

Indexes: Economic Matters Committee, Finance Committee, Rules and City Government Committee

Code sections:

Attachments: 1. O-3-16 StevensInc-142Randall-RenewalLease-2015-12-07.pdf, 2. O-3-16 Staff Report.pdf, 3. O-3-16 Lease 1821-11-01.pdf, 4. O-3-16 RenewalLease 1920-11-20.pdf, 5. O-3-16 ConfirmLease 1925-02-25.pdf, 6. O-3-16 Summary of Stevens Lease History.pdf, 7. O-3-16 Fiscal Impact.pdf, 8. O-3-16 Title Report, 9. O-3-16 Signed.pdf

Date	Ver.	Action By	Action	Result
3/14/2016	1	City Council	adopt on second reader	Pass
3/1/2016	1	Rules & City Government Committee	recommend favorably	Pass
2/25/2016	1	Environmental Matters Committee	recommend favorably	Pass
2/16/2016	1	Finance Committee	recommend favorably	Pass
2/10/2016	1	Economic Matters Committee	recommend favorably	Pass
2/8/2016	1	City Council	declare the public hearing closed	
2/8/2016	1	City Council	refer	
1/11/2016	1	City Council	adopt on first reader	Pass
1/11/2016	1	City Council	refer	
1/11/2016	1	City Council	refer	
1/11/2016	1	City Council	refer	

Stevens, Incorporated Lease of 142 Dock Street - For the purpose of approving the lease for certain City-owned property located at 142 Dock Street; and matters generally relating to said lease.

**CITY COUNCIL OF THE
City of Annapolis**

Ordinance 3-16

Introduced by: Mayor Pantelides

Referred to
Finance Committee
Rules and City Government Committee

Economic Matters Committee

AN ORDINANCE concerning

Stevens, Incorporated Lease of 142 Dock Street

FOR the purpose of approving the lease for certain City-owned property located at 142 Dock Street; and matters generally relating to said lease.

WHEREAS, the City of Annapolis is the fee simple owner of the property known and described as 142 Dock Street, Annapolis, Maryland 21401; and

WHEREAS, a lease dated February 25, 1925 was entered into and the property in question and the connected leased, was subsequently assigned to Stevens, Incorporated through a series of deeds; and

WHEREAS, Stevens, Incorporated wishes to renew the lease; and

WHEREAS, the City is willing to lease the space to Stevens, Incorporated for the purposes described and in accordance with the terms and conditions set forth in the Lease Agreement attached hereto and incorporated herein; and

WHEREAS, Article III, Section 8 of the Charter of the City of Annapolis requires the passage of an ordinance to authorize the lease; and

SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that the Lease Agreement, a copy of which is attached hereto and made a part hereof, between Stevens, Incorporated and the City of Annapolis for the lease of certain municipal property, is hereby approved and authorized.

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

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

EXPLANATION

CAPITAL LETTERS indicate matter added to existing law.

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

Underlining indicates amendments

CITY OF ANNAPOLIS LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) made this _____ day of _____, 2016, by and between the City of Annapolis, a municipal corporation of the State of Maryland (the “City”), and Stevens, Incorporated, a body corporate incorporated under the laws of the State of Maryland (the “Tenant”).

WHEREAS, by an original lease dated November 1, 1821, recorded among the Land Records of Anne Arundel County in Liber W.S.G. 8, folio 254, a renewal lease dated November 20, 1920, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 23, folio 276, and a confirmatory lease dated February 25, 1925, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 104, folio 248, the Mayor, Counselor and Aldermen of the City of Annapolis granted and demised the property situate at the intersection of the southeast-side of Randall Street and the northeast-side of Market Space, Annapolis, Maryland, to Minnie K. Appler and Marion L. Appler, their personal representatives and assigns; and

WHEREAS, said lease of property was assigned through a series of deeds recorded among the Land Records of Anne Arundel County to the Tenant, including a Deed dated March 21, 1925 at Liber W.N.W. 104, folio 254; a Deed and Assignment dated January 27, 1960 at Liber 1366, folio 537; a Deed dated January 2, 1968 at Liber 2167, folio 375; and a Deed dated March 31, 1978 at Liber 3070, folio 279.

AND THEREFORE, this Lease witnesseth:

That for and in consideration of the premises described herein, and the payment of the rent hereinafter agreed to be paid, the City does hereby demise, lease and confirm unto the Tenant, their personal representatives and assigns, all that lot of ground situate at the intersection formed by the southeast-side of Randall Street with the northeast-side of Market Space, Annapolis, Maryland (collectively, the "Premises") and further described as follows:

BEGINNING for the same at the intersection formed by the southeast-side of Randall Street with the northeast-side of Market Space, and running from thence north, 40 degrees, 30 minutes east, 53 feet; thence south 49 degrees, 45 minutes, east, 49½ feet; thence south 40 degrees, 30 minutes, west, 53 feet to the northeast side of said Market Space; thence with the same, northwesterly 49 feet, 10 inches to the point of beginning.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging, or in anywise appertaining, the Tenant to have and to hold the Premises, described as aforesaid, together with all and singular the buildings and appurtenances thereunto belonging to the Tenant, their executors, administrators and assigns, from the first (1st) day of November 2019, for the term of ninety-nine (99) years, and renewable forever, yielding and paying therefore yearly and every year, forever, to the City, and its successors or assigns, or to such person or persons as it shall appoint to receive the same, the yearly rent of Ten Dollars (\$10.00) current money of the United States, clear of all deductions and defalcations for taxes, assessments, rates and all other public dues, impositions, burdens, or charges of every kind or nature whatsoever, which may at any time hereafter be laid, taxed or imposed, or assessed on the Premises, or any part thereof, or on any building or buildings erected thereon, either by Act of Congress or Act of the Legislature of this State, or by any City, Anne Arundel County or Corporation act, or in any other manner whatsoever. The said rent shall be paid on the first (1st) day of November in each and every year during the term of this Lease, payable to the "City of Annapolis", and shall be sent or delivered to the Finance Director for the City of Annapolis.

Provided, always, that if it shall happen that the said yearly rent shall be in arrears and unpaid in whole or in part for the space of three (3) months after, any of the days of payment thereof before mentioned, then, in such case, it shall be lawful for the City, and its successors and assigns, to re-enter the Premises, or any part thereof, and to repossess, occupy and enjoy the Premises as their former estate, and to expel, put out, and remove the Tenant, their executors, administrators and assigns, and all the occupiers from the Premises, and that this Lease and every clause, matter and thing therein continued shall from thenceforth be utterly void, and of no effect in law and equity, to every intent and purpose whatsoever.

And the City, for itself, its successors and assigns, does hereby agree to and covenant with and promise to the Tenant, their executors, administrators and assigns, that they respectively, on the payment of the rents and the performance of the covenants herein mentioned and reserved on their part and their parts to be paid and performed, shall and may peaceably and quietly have, hold, use, occupy, and enjoy the Premises with their appurtenances for the term of ninety-nine (99) years, beginning on the first (1st) day of November, in the year of 2019, and renewable forever, on the same terms, covenants and agreements as this Lease, without any hindrance, trouble or interruption by or from the City, and its successors or any person or persons lawfully claiming from, by or under them.

At the expiration of the aforesaid ninety-nine (99) year term, above mentioned, and on the written request and at the sole costs of the Tenant, their executors, administrators, or assigns, the City will make and execute, or cause to be made or executed a new lease for the Premises for another term of ninety-nine (99) years, to commence and take effect from and at the end of the term for which the same are above demised, subject to the same rents and under the like covenants as are herein mentioned, and that the City will at the end of every term of ninety-nine (99) years make and execute a new lease subject to the same rents and under the like covenants so that the present demise may be renewed and made renewable forever.

The Tenant, at its own cost and expense, shall keep and maintain the Premises and any appurtenances to the Premises in good order and condition. The Tenant further assumes all risks associated with the security of the Premises and any appurtenances to the Premises, and shall maintain the Premises in a safe and secure manner.

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.

This Lease sets forth the entire agreement between the parties relative to the subject matter of this Lease. 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.

This Lease shall be recorded among the Land Records of Anne Arundel County, and the terms of this Lease shall be binding on and enforceable against the parties and their respective successors and assigns.

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.

This Lease is authorized by the City Council pursuant to O-3-16.

And the City, a municipal corporation of the State of Maryland, does hereby does hereby appoint its current City Attorney as its Attorney-in-Fact to acknowledge this Lease before any officer of the State of Maryland, duly authorized to take acknowledgements, so that the same may be duly recorded.

IN TESTIMONY WHEREOF, the City has caused this Lease to be signed by its Mayor, attested by its clerk and by affixing its corporate seal, and the Tenant have set their hands and affixed their seals on the day and year first above written.

WITNESS:

STEVENS, INC.:

By: _____
George R. Stevens (Seal)
President

ATTEST:

CITY OF ANNAPOLIS:

Regina C. Watkins-Eldridge, MMC,
City Clerk

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

APPROVED FOR FINANCIAL SUFFICIENCY:

REVIEWED AND APPROVED BY:

Bruce T. Miller, Director
Finance Department

Thomas C. Andrews, City Manager

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

OFFICE OF THE CITY ATTORNEY