

Introduced 09.06.2022  
Public Hearing 09.19.2022  
Council Action 10.03.2022  
Executive Action 10.13.2022  
Effective Date 10.13.2022

### County Council of Howard County, Maryland

2022 Legislative Session

Legislative Day No. 13

Bill No. 64-2022

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

AN ACT pursuant to Section 612 of the Howard County Charter, approving a Lease Agreement between Howard County, Maryland and Crestpointe III, LLC, for the lease of approximately 10,600 square feet of space located at 7090 Samuel Morse Drive Columbia, Maryland; authorizing the County Executive to make changes to the Agreement, under certain conditions; authorizing the County Executive to execute the Agreement; and generally relating to the Agreement.

Introduced and read first time Sept 6, 2022. Ordered posted and hearing scheduled.  
By order Michelle Harrod  
Michelle Harrod, 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 Sept 19, 2022.  
By order Michelle Harrod  
Michelle Harrod, Administrator

This Bill was read the third time on Oct 3, 2022 and Passed , Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.  
By order Michelle Harrod  
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 4 day of Oct, 2022 at 2<sup>00</sup> a.m./p.m.  
By order \_\_\_\_\_  
Michelle Harrod, Administrator

Approved/Retired by the County Executive October 13, 2022  
Calvin Ball  
Calvin Ball, 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**, Crestpointe III, LLC, a Maryland limited liability company, (the  
2 “Owner”) is the fee simple owner of a building commonly known as 7090 Samuel Morse  
3 Drive, Columbia, Maryland (the “the Landlord”); and  
4

5           **WHEREAS**, the Department of Police needs office and flex space; and  
6

7           **WHEREAS**, the County wishes to enter into a Lease Agreement with the  
8 Landlord, substantially in the form attached hereto as Exhibit 1, in order to lease  
9 approximately 10,600 square feet known as Suite 420 of 7090 Samuel Morse Drive,  
10 Columbia, Maryland; and  
11

12           **WHEREAS**, the County and the Landlord wish to enter the Lease Agreement for  
13 a term of ten years and six months with the County’s option to renew for two additional  
14 five-year terms; and  
15

16           **WHEREAS**, the Lease Agreement requires the payment by the County of funds  
17 from an appropriation in a later fiscal year and therefore requires County Council  
18 approval as a multi-year agreement pursuant to Section 612 of the Howard County  
19 Charter.  
20

21           **NOW, THEREFORE,**  
22

23           *Section 1. Be It Enacted by the County Council of Howard County, Maryland that in*  
24 *accordance with Section 612 of the Howard County Charter, it approves the Lease*  
25 *Agreement between Howard County, Maryland and Crestpointe III, LLC, for a term of*  
26 *ten years and six months with the County’s option to renew for two additional five-year*  
27 *terms, substantially in the form attached as Exhibit 1.*  
28

29           *Section 2. And Be It Further Enacted by the County Council of Howard County,*  
30 *Maryland that the County Executive is hereby authorized to execute the Lease Agreement*  
31 *for such term in the name of and on behalf of the County.*

1

2 **Section 3. And Be It Further Enacted** by the County Council of Howard County,  
3 Maryland that the County Executive, prior to execution and delivery of the Lease  
4 Agreement, may make such changes or modifications to the Agreement as he deems  
5 appropriate in order to accomplish the purpose of the transactions authorized by this Act,  
6 provided that such changes or modifications shall be within the scope of the transactions  
7 authorized by this Act; and the execution of the Agreement by the County Executive shall  
8 be conclusive evidence of the approval by the County Executive of all changes or  
9 modifications to the Agreement, and the Agreement shall thereupon become binding upon  
10 the County in accordance with its terms.

11

12 **Section 4. And Be It Further Enacted** by the County Council of Howard County,  
13 Maryland that this Act shall be effective immediately upon its enactment.

**LEASE AGREEMENT**

**CRESTPOINTE III, LLC**

**Landlord**

**HOWARD COUNTY, MARYLAND**

**Tenant**

**7090 Samuel Morse Drive, Suite 420, Columbia, Maryland 21046**

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Exhibit A- Depiction of Leased Premises  
Exhibit B- Declaration of Commencement Date  
Exhibit C- Work Agreement

Exhibit D- Form of Estoppel Certificate

## LEASE AGREEMENT

THIS **LEASE AGREEMENT** (the or this "Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between **CRESTPOINTE III, LLC**, a Maryland limited liability company (the "Landlord"), registered with and in good standing with the Maryland State Department of Assessments and Taxation and **HOWARD COUNTY, MARYLAND** (the "County" or "Tenant"), a body corporate and politic.

WITNESSETH, that County covenants and agrees with Landlord as follows:

1. **LEASED PREMISES.** Landlord by the deed dated March 9, 2001 and recorded among the Land Records of Howard County, Maryland (the "Land Records") at Liber 5375, folio 653 is the owner of approximately 19.1300 acres of real property shown as Parcel 525 on Plat Number 14939 in the Land Records and improved with an office building known as 7090 Samuel Morse Drive, Columbia, Maryland 21046 (the "Building"). The Building has 72,000 square feet of leasable space including related amenities and any additional facilities in subsequent years as may be determined by Landlord to be reasonably necessary or desirable for the management, maintenance or operation of the Building including the improvements constructed for the County herein (collectively the "Property"). The Property is part of the Columbia Gateway Parcel Q-4 development consisting of the Building and two (2) additional office buildings having addresses 7110 Samuel Morse Drive, Columbia, Maryland 21046 (the "7110 Samuel Morse Drive") and 7120 Samuel Morse Drive, Columbia, Maryland 21046 and collectively consisting of 268,456 rentable square feet (collectively the "Project"),

Landlord hereby leases unto County, and County hereby leases from Landlord, a portion of the Building comprising a total of approximately 10,600 square feet of rentable space in the Building described as Suite 420, associated parking areas, and other related amenities as set forth in this Lease (the "Leased Premises"), as identified on **Exhibit A** attached hereto and incorporated herein. (Rentable square feet of the Building and Leased Premises shall be measured pursuant to current accepted Builders, Owners, and Managers Association (BOMA) standards and prior to execution of the Lease, the number of rentable square feet contained in the Leased Premises shall have been confirmed by field measurement or test-fit performed by an architect or engineer which is acceptable to the County.) County shall have the right of access to the Leased Premises twenty-four (24) hours per day, seven (7) days per week during the Term.

2. **TERM.** The initial term of this Lease (the "Initial Term") shall commence on the date the Landlord delivers the Leased Premises with the Tenant Improvements by Landlord substantially complete in accordance with the terms herein by no later than March 1, 2023 (the "Commencement Date"), and end at 11:59 p.m. on August 31, 2033 (the "Initial Term Expiration Date"), unless the Lease is earlier terminated or extended pursuant to any other provision of this Lease or applicable law. The parties acknowledge that this Lease has been approved by the County Council of Howard County as a multi-year obligation in accordance with \_\_\_\_\_. The Landlord and the County

shall execute the Declaration of Commencement Date (the "Declaration") the form of which is attached hereto as **Exhibit B** to confirm, among other things, the Commencement Date, the Initial Term and the Initial Term Expiration Date. The Landlord shall complete and execute the Declaration after the Commencement Date and, if true and correct, Tenant shall execute and return the Declaration to Landlord within twenty (20) days following Tenant's receipt of same; otherwise Tenant shall notify Landlord of its objections to the information contained in the Declaration within such twenty (20)-day period. Failure to execute the Declaration shall not affect the commencement or expiration of the Initial Term.

a. **Extension Options.** If, at the end of the Initial Term or subsequent Option Period (defined below) of this Lease, (a) County is not in default of any of the terms, conditions or covenants of this Lease, beyond any applicable notice and cure period, and (b) County has not assigned or sublet the Leased Premises, except as permitted herein, then County shall have the option to extend the Term (each an "Extension Option") for two (2) additional periods of five (5) years each (each an "Option Period") upon the same terms and conditions contained in this Lease except for the amount of Base Rent, which shall be the then fair market rate for similar office buildings in Columbia, Maryland (the "Fair Market Value"). For avoidance of doubt, the County and Landlord expressly acknowledge and agree that the base rent per square foot and the County's Proportionate Share of the Operating Expenses shall be calculated on 8,500 square feet for any applicable Option Period. The Extension Options are personal to the County and may not be exercised or assigned, voluntarily or involuntarily, by or to any person or entity other than the County or another governmental or quasi-governmental department, division or agency of Howard County, Maryland or the State of Maryland (a "Government Agency").

b. **Extension Notice.** If County desires to exercise an Extension Option to extend the Term (subject to County's compliance with the standards set forth herein), County shall notify Landlord in writing of County's intention to do so at least two hundred seventy (270) calendar days prior to the expiration date of the Term and mutually acceptable terms and conditions to define Fair Market Value shall be determined at lease negotiation. After proper and timely exercise of the Extension Option by County, all references in this Lease to "Term" shall be considered to mean the Initial Term or Option Period as extended, and all references in this Lease to the expiration date or to the end of the Term shall be considered to mean the termination or end of the applicable Option Period.

c. **Surrender of Leased Premises.** County shall, at the expiration of the Term or at the sooner termination thereof by forfeiture or otherwise, surrender the Leased Premises in the same good order and condition as existed at the beginning of the tenancy, reasonable wear and tear excepted and the Tenant Improvements shall remain.

### 3. RENT.

a. **Annual Rent and Payment.** In consideration for the use of the Leased Premises under the Lease, the County shall pay to Landlord, in twelve equal



monthly installments, an annual rent ("Annual Rent") which includes the base rent per square foot as shown in the rent schedule below and the County's Proportionate Share of the Operating Expenses (as further defined in Section 4(d) herein). For avoidance of doubt, the County and Landlord expressly agree that the base rent per square foot and the County's Proportionate Share of the Operating Expenses shall be calculated on 8,500 square feet during the Term and any applicable Option Period. The base rent per square foot portion of the Annual Rent shall be increased annually at the rate of two percent (2% ) after the 1<sup>st</sup> full year of the Initial Lease Term. Increases in the County's Proportionate Share of Operating Expenses may be payable as set forth in Section 4 herein. The County shall receive six (6) months of Annual Rent abatement as follows: (i) months one (1) through four (4) following the Commencement Date, (ii) month thirteen (13), and (iii) month fourteen (14). As may be set forth in the Work Agreement, the County shall be granted early access to the Leased Premises at least four (4) weeks prior to the Commencement Date, free of charge, for the installation of the County's furniture, fixtures, and equipment.

Landlord shall invoice the County for each monthly installment of the Annual Rent and shall specify on the invoice the amount due and the Landlord's employer identification number. Upon the receipt of such invoice, the County agrees to pay each monthly installment of the Annual Rent, promptly as and when due subject to the setoff rights of the County as expressly set forth in this Lease. Said rental shall be paid to: Crestpointe III, LLC 8601 Robert Fulton Drive Suite 100 Columbia, MD 21046 or in such manner and at such other place or to such appointee of Landlord, as Landlord may from time to time designate on the invoice.

Period	Base Rent per square foot	Monthly Installment of base rent per square foot portion of the Annual Rent Based on 8,500 square feet	Annual Rent Based on 8,500 square feet
Year 1 (months 1-4 abatement)	\$14.00 square foot	\$9,916.67	\$79,333.36 (indicates only 8 months of payment because of rent abatement)
Year 2 (months 13 - 14 abatement)	\$14.28 square foot	\$10,115.00	\$101,150.00 (indicates only 10 months of payment because of rent abatement)
Year 3	\$14.57 square foot	\$ 10,317.30	\$ 123,807.60
Year 4	\$14.86 square foot	\$ 10,523.65	\$ 126,283.75
Year 5	\$15.15 square foot	\$ 10,734.12	\$ 128,809.43
Year 6	\$15.46 square foot	\$ 10,948.80	\$ 131,385.62
Year 7	\$15.77 square foot	\$ 11,167.78	\$ 134,013.33
Year 8	\$16.08 square foot	\$ 11,391.13	\$ 136,693.59

Year 9	\$16.40 square foot	\$ 11,618.96	\$ 139,427.47
Year 10	\$16.73 square foot	\$ 11,851.33	\$ 142,216.02
Year 11 (6 months)	\$17.07 square foot	\$12,088.36	\$72,530.17 (indicates only 6 months of payment)

b. **Late Payment Charge.** Except for the rent due on July 1 of each lease year, if County fails to pay, when due and properly invoiced by Landlord, the monthly installment of Annual Rent, Operating Expenses or any other sum required by the terms of this Lease to be paid by County, then, the Landlord shall promptly notify the County that the payment of such amount has not been received and if the County does not remit the amount due within ten (10) days after such notice, Landlord may assess a late payment fee of \$100.00. The Landlord and the County agree that the rent due on July 1 of each lease year may be paid on or before July 20<sup>th</sup> without penalty, in order to accommodate the start of the new fiscal year of the County. In no event shall the County be subject to interest on any portion of the Annual Rent herein.

#### 4. OPERATING EXPENSES.

a. **General.** The County shall pay, in monthly installments, the County's Proportionate Share of Operating Expenses for the calendar year in question. By April 30<sup>th</sup> of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Property), Landlord shall provide the County with a statement of Operating Expenses, as further defined in Section 4(b) herein, for the preceding calendar year or part thereof including copies of invoices for the actual Operating Expenses incurred. Within sixty (60) days after delivery of the statement of Operating Expenses (including invoices for the Operating Expenses incurred) to the County and after any questioned expenses have been satisfactorily explained or disputed as set forth below, County shall pay to the Landlord the remaining portion of the County's Proportionate Share of the actual Operating Expenses for the Leased Premises. In the event the County's Proportionate Share of the actual Operating Expenses incurred is less than the total payments of Operating Expenses made by the County for the preceding calendar year, the Landlord shall refund such overpayment within fifteen (15) business days. The Landlord specifically agrees that Controllable Operating Expenses shall not increase by more than four percent (4%) per year in the aggregate over the Initial Term of the Lease on a non-cumulative and non-compounding basis. Controllable Operating Expenses shall mean Operating Expenses other than taxes, insurance, utilities, snow and ice removal and security. Landlord's and the County's obligation to reconcile the Operating Expenses due the other pursuant to this Section shall survive the expiration or termination of this Lease. The initial Operating Expenses are estimated at \$4.14 per square foot per annum for the 2023 calendar year.

b. **Inclusions in Operating Expense.** "Operating Expenses" means all costs, fees, charges and expenses incurred or charged by Landlord in connection with the

ownership, operation, maintenance and repair of, and services provided to, the Building or Property, including, but not limited to:

- (i) The actual charges to Landlord for the operation and maintenance of Building's mechanical plumbing, electrical, and fire suppression systems.
- (ii) The cost of insurance premiums carried by Landlord for the Building.
- (iii) Landlord's cost to maintain the Property.
- (iv) The cost of trash collection or recycling programs instituted at the Building.
- (v) To the extent not otherwise payable by the County pursuant to this Lease, all real estate taxes with respect to the Building.

Landlord shall endeavor to take advantage of discounts offered for the early or prompt payment of any Operating Expenses, such as real estate taxes during any discount period and Landlord shall apply the benefit of any such discounted payment to the Operating Expenses: Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease provided that the Landlord's charges included in Operating Expenses for any such services shall not exceed competitive market rates for comparable services in Howard County, Maryland.

c. **Exclusions from Operating Expenses.** Notwithstanding anything to the contrary in this Lease, Operating Expenses described above shall not include:

- (i) Ground rent and interest on and amortization of mortgages or other loans of Landlord or the costs of refinancing the Building, Property or Project or portion thereof.
- (ii) Salaries of Landlord's employees not engaged in the operation, management, maintenance or repair of the Building, Property or Project.
- (iii) Leasing commissions, advertising expenses and other such expenses incurred in leasing or marketing space within the Building or Project.
- (iv) Expenses incurred by Landlord to prepare, renovate, repaint or redecorate any space leased to any other tenant or other occupant of the Building or Project.
- (v) Expenses for the replacement of any item covered under warranty.
- (vi) Costs correcting any penalty or fine incurred by Landlord due to Landlord's violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Landlord of any of the Operating Expenses.
- (vii) Expenses for any item or service which County pays directly to a third party (i.e., electricity, janitorial, trash collection and security for the Leased Premises) or separately reimburses Landlord, and expenses incurred by Landlord to the extent the same are reimbursable (pursuant to the terms of leases or contracts at the Property) or reimbursed from any other tenants, occupants of the Building or Project, or third parties (other than through the payment of Operating Expense under other leases).
- (viii) Landlord's general overhead and administrative expenses.

- (ix) Any cost or other sum incurred as a result of the gross negligence of Landlord or any agent, employee, contractor or invitee of Landlord.
- (x) Landlord's legal fees.
- (xi) Depreciation expense of the Building, Property or Project and amortization expenses.
- (xii) Income, excess profits or corporate capital stock tax imposed or assessed upon Landlord.
- (xiii) Cost of any service provided by Landlord for a tenant or former tenant or for other premises in the Building or Project which service is not provided by Landlord to the Leased Premises pursuant to the terms of this Lease.
- (xiv) Any cost to repair the common areas which are covered by insurance of Landlord or any other insured party (but only to the extent of amounts recovered from the insurer).
- (xv) Interest or penalties resulting from delinquent payments by Landlord.
- (xvi) Any costs of work covered by a warranty or guaranty for which the Landlord is liable.
- (xvii) Any costs not associated with the Building, Property or Project, such as travel costs, entertainment costs, expenses and fees to remain in good standing in the state of Maryland, and any costs incurred by an affiliate of Landlord.
- (xviii) The cost of any improvements to the Building, Property or Project that are capital improvements.
- (xix) The cost of trash collection or recycling programs instituted at the Building, Property or Project if County pays for such services directly to a provider.
- (xx) The actual charges to Landlord for the repair, replacement, operation and maintenance of Building's (HVAC), HVAC equipment, and associated HVAC systems components pursuant to Section 13(b) herein.

d. **County's Proportionate Share** "The County's Proportionate Share" means the percentage obtained by dividing 8,500 square feet of the Leased Premises by the rentable square feet of the Building or eleven point seven five percent (11.75%). "The County's Proportionate Share" for Operating Expenses applicable to the Project means the percentage obtained by dividing 8,500 by the rentable square feet of the Project or three point one seven percent (3.17%). If the rentable square feet of the Building and Leased Premises is re-measured by Landlord, then the County's Proportionate Share may be decreased, but not increased, accordingly.

e. **Invoices, Right to Audit.** The invoices shall include, as backup material, certified true copies of invoices for the services for which Operating Expenses are requested. For costs where such invoices are confidential, (i.e. salaries paid to Landlord's employees) the Landlord must certify and warrant that such payments for such costs were made. The County may physically audit the Landlord's records to determine the validity of reimbursement or credits due under this Lease. Landlord guarantees all financial records and tenant statements shall be prepared in accordance with generally accepted accounting principles (GAAP) consistently applied and made available to County as reasonably requested from time to time. No such audit shall be performed on

a contingency basis. If County exercises the right to audit the books and records associated with this Lease, County shall pay the expense of auditing the books and records. However, Landlord shall pay all audit expenses if County is found to have been overcharged by 5% or more in any calendar year related to Operating Expenses. The Landlord shall credit the amount of the overpayment of such expenses to the County and, if applicable, reimburse the County for the cost of the audit.

5. **DELIVERY OF POSSESSION.** Landlord agrees to deliver to County, and County agrees to accept from Landlord, possession of the Leased Premises when Landlord advises County in writing that the Tenant Improvements are completed as set forth herein. The parties intend for the Leased Premises to be delivered to the County as a "turn-key" build out ready for the intended use as office and flex space.

6. **TENANT IMPROVEMENTS.** The Landlord and the County have entered into a Work Agreement hereby incorporated herein and attached hereto as **Exhibit C** for the completion of the improvements to the Leased Premises for the County's use of the Leased Premises throughout the Term. The improvements to the Leased Premises as specified in the Work Agreement and any plans or drawings referenced in the Work Agreement are the "Tenant Improvements".

a. **Timely Completion of Tenant Improvements.** The Landlord agrees that the timely completion of the Tenant Improvements is a material term of this Lease as the County is relocating its agencies to accommodate its space needs. Accordingly, the Landlord agrees that the Tenant Improvements shall be Substantially Complete on or before the Completion Date as set forth in the Work Agreement. For purposes of this Lease, the Tenant Improvements shall be considered "Substantially Complete" on the date the certificate of use and occupancy is issued by the Department of Inspections, Licensing and Permits of Howard County, Maryland ("DILP"). If Landlord encounters delays in delivering possession of the Leased Premises to County due to Events of Force Majeure, this Lease will not be void or voidable, nor will Landlord be liable to County for any loss or damage resulting from such delay. As used herein, the term "Events of Force Majeure" shall mean any delay encountered by Landlord in carrying out its obligations under this Section 6 resulting from strikes, lockouts, earthquakes, floods, unavailability of labor, inclement weather, unavailability of standard materials, customary facilities, equipment or supplies, governmental building moratoriums, governmental or administrative action or inaction, riot, insurrection, mob violence or civil commotion, war, acts of God, delays or inaction by utility providers, or other acts beyond the reasonable control of Landlord and not due to Landlord's acts or omissions or financial condition (individually or collectively "Events of Force Majeure").

b. **Landlord's Work.** As used herein, the term "Landlord's Work" shall mean (i) the Tenant Improvements to be completed by Landlord under the terms of the Work Agreement and (ii) other amenities or improvements to the Building or Property at the Landlord's expense, as defined herein, including such improvements required in order for the Building or Property to comply with the Legal Requirements. All of Landlord's Work shall be performed by Landlord and shall comply with all Legal Requirements, as defined

herein. Landlord shall obtain, at Landlord's expense, and comply with all permits required by the Legal Requirements in connection with the performance of the Landlord's Work (collectively, the "Building Permits"). "Punch list" items, as referred to in this Section 6 are items that will require correction but that will not materially interfere with, or cause a delay to, County's occupancy of the Leased Premises as contemplated herein. Within fifteen (15) days following the date of delivery of possession of the Leased Premises, County shall deliver a punch list, if any, to Landlord. Landlord agrees to correct all such punch list items as soon as reasonably practicable, but in any event no later than twenty (20) business days from the date of the punch list. The Landlord's Work shall be warranted for a repair and replacement for a period of two (2) years. The Landlord shall assign to the County all warranties associated with the Tenant Improvements. Such assignment of warranties shall not relieve the Landlord from its obligation to promptly correct any Punch List items or Latent Defects, as defined herein, at no expense to the County.

c. **Intentionally Deleted.**

7. **USE.** County shall use and occupy the Leased Premises for general office space, workout space, and flex space use and legally permitted uses by a government. The County may allow the State's agencies, quasi-governmental agencies, or non-profit entities to use all or a portion of the Leased Premises from time to time, in the County's sole discretion, and such uses shall not be deemed an assignment or subletting of this Lease. The County shall have the right to (i) carry firearms on the Property, and within Leased Premises, and (ii) have two (2) police canines on the Property, and within the Leased Premises.

8. **LAWS AND REGULATIONS.** Landlord and County shall observe and comply with all laws, orders, rules, requirements, ordinances and regulations of the United States and the State and City or County in which the Leased Premises are located, and of all governmental authorities or agencies and of any board of the fire underwriters or other similar organization (collectively the "Legal Requirements"), with respect to the Property, Building and the Leased Premises and the manner in which the Property, Building and Leased Premises are used by Landlord, County and, as applicable, other tenants of the Building. In no way limiting the generality of this section, Landlord and County shall complete all improvements or alterations to the Property, Building and/or Leased Premises, as applicable, in accordance with the Americans with Disability Act of 1990 (42 U.S.C., Section 12101 *et seq.*) and regulations and guidelines promulgated thereunder, as amended and supplemented from time to time, (collectively the "ADA").

9. **ASSIGNMENT BY COUNTY.** Landlord acknowledges that the County may allow agencies of the state of Maryland, quasi-governmental agencies and non-profits entities serving the citizens of the County to utilize a portion of the Leased Premises from time to time, and shall have the right to sublet all or any of the Leased Premises, subject to the terms and conditions of Section 7 above. Tenant shall provide notice of sublease of Premises to Landlord.

10. **INSURANCE, SUBROGATION and INDEMNIFICATION.**

a. **County's Self-Insurance.** Landlord acknowledges that County is self-insured and will maintain or appropriate reasonable reserves or funds, as the case may be, to cover claims, losses and damages that might arise or be incurred during its occupancy of the Leased Premises which otherwise may be covered by Business Personal Property Insurance covering Special Causes of Loss, Commercial General Liability insurance (written on an occurrence basis) which, unless approved by Landlord in writing, in no event shall be for coverage less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a One Million Dollar (\$1,000,000) annual aggregate, and Workers' Compensation insurance including Employer's Liability insurance, which, unless approved by Landlord in writing, such Workers' Compensation insurance shall be for the statutory benefits in the jurisdiction in which the Leased Premises are located.

b. **Landlord's Insurance.** Throughout the term of this Lease, Landlord shall obtain and maintain:

(i) Real Property Insurance against Special Causes of Loss and said insurance shall be subject to Replacement Cost valuation covering the Building and all of Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision, and

(ii) Commercial General Liability insurance (written on an occurrence basis) and said insurance shall include Contractual Liability coverage insuring the obligations assumed by Landlord under this Lease, Leased Premises and Operations coverage, Personal Injury Liability coverage, Independent Contractor's Liability coverage. Such Commercial General Liability insurance shall be in amounts not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a Two Million Dollar (\$2,000,000) annual aggregate.

c. **Waiver of Subrogation and Indemnity.**

(i) If either party hereto is paid any proceeds under any policy of insurance naming such party as an insured on account of any loss or damage, then such party and its insurer hereby releases the other party, to the extent of the amount of such proceeds including applicable deductibles, from any and all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, invitees or employees; provided that such release shall be effective only as to loss or damage occurring while the appropriate policy of insurance of the releasing party provides for the insured's ability to recover thereunder. Each party shall assure that its insurance carriers agree to waive subrogation in the event of a loss.

(ii) Subject to Maryland's Local Government Tort Claims Act, approved budget appropriations and applicable law, County shall indemnify and hold

harmless Landlord from and against all claims, damages, losses, liabilities, judgments, costs and/or expenses (i) relating to or arising out of County's sole acts or omissions from the use and occupancy of the Leased Premises, or (ii) due to or arising out of any mechanic's lien filed against the Building, or any part thereof, for labor performed or for materials furnished or claimed to be furnished to County, which have not been bonded by the County or contested by the County in accordance with the State court procedures. The provisions of this Section shall survive the termination of this Lease for a period of one (1) year with respect to any claims or liability accruing prior to such termination. Nothing contained in this Section 10(c)(2) or this Lease shall be construed as the County having waived any of the defenses of immunity provided to it under law. As a condition of indemnification, Landlord agrees to notify the County of any suits, claims or potential claims within fifteen (15) days of its own notice of such suits, claims or potential claims.

11. **ALTERATIONS.** Except for any improvements required to maintain and repair the interior of the Leased Premises in accordance with this Lease or the installation of trade fixtures, furniture and equipment necessary for the County use of the Leased Premises, the County shall make no alterations, installations, additions or improvements beyond the Landlord's Work in the Leased Premises (herein collectively referred to as "Alterations") in or to the Leased Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed in the case of non-structural alterations, and may be withheld in Landlord's sole and absolute discretion in the case of structural alterations, and then only by contractors or mechanics reasonably approved by Landlord, and at such times and in such manner as Landlord may from time to time reasonably designate.

12. **REPAIRS AND MAINTENANCE.**

a. **Maintenance of Interior of Leased Premises.** County shall maintain the interior of the Leased Premises in good order and condition, ordinary wear and tear excepted. The County shall be responsible for the repair and maintenance of any security system serving the Leased Premises. During the Term or any applicable Option Period, the County shall, at its own cost, have the right, to (i) extend the County's fiber optic service to the Leased Premises; and (ii) obtain cable service in the County's own name to the Leased Premises.

b. **Maintenance of Building and Exterior of Leased Premises.** Landlord shall maintain, repair and replace, as applicable, all (i) windows, doors, exterior walls, , (ii) common areas, the roof (and ceiling to the extent of any impacts to the ceiling within the Leased Premises) and the exterior of the Building, as well as the structure thereof, (iii) the parking facilities, private drives and ways and sidewalks, and (iii) HVAC equipment, HVAC system and associated HVAC system components in accordance with Section 13(b) herein, so that the Leased Premises, the Building and the Property remain in good order and repair, reasonable wear and tear excepted, and safe for occupancy and use. Such repair and maintenance shall include the seasonal services of landscaping and grass cutting of the Property and the removal of snow and ice from driveways and sidewalks, as needed. Notwithstanding the foregoing, to the extent required for the County's operations



the County may clear snow or ice from the driveway and parking areas and Landlord shall reimburse County for the cost of such work as an offset to the next month's rent. If Landlord does not initiate any required maintenance, repairs, or replacements within one (1) business day following written notice from the County and thereafter diligently pursue such required maintenance, repairs, or replacements to completion County shall have the right to perform such maintenance, repair or replacement, and recoup the cost of such work plus 5% as a reduction in the next due monthly installment of Annual Rent and/or Operating Expenses.

c. **Refurbishment of the Leased Premises.** Provided the County is not in default beyond applicable notice and cure periods, Landlord agrees to provide an allowance of \$10.00 per square foot (\$85,000.00) for the refurbishment of the Leased Premises, including, but not limited to repainting and re-carpeting the Leased Premises and moving any associated systems furniture, at the end of the tenth (10<sup>th</sup>) year of this Lease.

13. **SERVICES.** All Landlord's services to be provided to the Leased Premises twenty-four (24) hours per day three hundred sixty-five (365) days per year.

a. **Electricity.** Landlord shall furnish the Property, Building, Project and Leased Premises with electricity and the electricity supplied to the Leased Premises shall be suitable for County's intended use pursuant to Section 7 herein. The electricity for the Leased Premises shall be separately metered (or sub-metered) at Landlord's expense and the cost of the electricity supplied paid for directly by County.

b. **HVAC.** Landlord shall maintain, repair and replace, at Landlord's sole cost and expense, and using qualified licensed personnel, the HVAC system, equipment, associated system components for the Building and Leased Premises, including, but not limited to any supplemental HVAC unit installed by Tenant, such that heating and air conditioning are supplied for the comfortable use and occupancy of the Leased Premises twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days per year. The County shall have sole control over the temperature of the Leased Premises to regulate heating and air conditioning from within the Leased Premises. For avoidance of doubt, the County and Landlord agree that the County shall reimburse the Landlord within sixty (60) days following receipt of an invoice for the costs incurred by the Landlord for general maintenance of the HVAC system and equipment, and any supplemental HVAC unit installed by Tenant, pursuant to this Section 13.b, and the County and Landlord expressly agree that said costs shall be deemed an exclusion in Operating Expenses pursuant to Section 4(c) herein. Notwithstanding the foregoing, the Landlord, at Landlord's sole cost, shall be responsible for the repair and replacement costs in excess of One Thousand Dollars (\$1,000.00) in a calendar year of any particular HVAC unit serving the Leased Premises. Tenant shall be responsible for installation and equipment costs for any supplemental HVAC units installed by Tenant after the Commencement Date, and Tenant shall have the right to retain any supplemental HVAC units installed by Tenant after the Commencement Date upon the expiration of the Term.

c. **Water and Sewer.** Landlord shall maintain and supply adequate water and sewer services for the Building, including without limitation the Leased Premises.

d. **Low Voltage System.** County shall contract directly for the installation and maintenance of its voice and data systems and a telecommunications service provider for all phone, internet and network services, including the use of the roof of each Building. County shall contract directly for installation and maintenance of its access control, intrusion detection, and closed-circuit television systems.

County and Landlord shall coordinate during the period of Landlord's Work to determine if voice and data installation should take place during this time. Landlord shall have reasonable approval rights for wiring installation.

County shall be permitted to install exterior security cameras and card access readers as deemed necessary by the County to accommodate the County's use of the facility. County will coordinate placement with the Landlord.

e. **Miscellaneous.** Landlord shall furnish, supply and maintain, repair and replace, as applicable, all hallways, light fixtures (including light bulbs), stairways, lobbies, restroom facilities and maintain the Building grounds, parking facilities and other common areas of the Property and Project at its sole cost and expense (subject to inclusion in Operating Expenses), in a safe and sanitary condition and the County's share of cost for maintenance and repairs incurred during the calendar year shall be passed through to the County as an Operating Expense as set forth herein. The Landlord shall use its commercially reasonable efforts to clear snow and ice from the driveways and sidewalks within the Project in a manner to allow the continued business operations of the County. Janitorial services for the Lease Premises shall be provided by the County, at its sole cost and expense and therefore not included as an Operating Expense charged to the County. The County shall have the right to use any of the Landlord's on-site dumpsters for trash and/or recycling.

f. **Loss of Service.** Landlord shall have no liability or responsibility to supply heat, air conditioning, plumbing, cleaning, and/or electric service, when prevented from so doing by laws, orders or regulations of any Federal, State, County or Municipal authority or by strikes, accidents, or by any other cause whatsoever, beyond Landlord's control and shall have no liability whatsoever for any interruptions in utility services. Notwithstanding the foregoing, if any of the foregoing services is interrupted due solely to the non-payment, gross negligence or willful misconduct of Landlord such that the County cannot and does not reasonably conduct its permitted use in the Leased Premises from the standpoint of prudent business management and the interruption continues for more than (1) one business day following Landlord's receipt of notice from the Tenant, then Annual Rent shall abate as to the portion of the Leased Premises rendered unusable during the period beginning on business day of the interruption and ending on the date the service is restored. The County shall have the right to install a portable generator on the Property to service the Leased Premises in the event of loss of electric service. The County shall be responsible for the installation, maintenance, and removal of a generator, including any necessary repairs needed as a result of the removal. Notwithstanding the foregoing, the County shall be permitted, solely at the option of the County, to leave or

remove any equipment that comprise the generator system, including, but not limited to any equipment pad, transfer switch, conductors. For avoidance of doubt, the Landlord and County acknowledge and agree that said generator shall not be a substitute for Landlord's requirement to provide back-up for life safety systems.

14. **DEFAULT.** If County fails (i) to pay installments of Annual Rent and such failure continues for ten (10) days after Landlord has given written notice to County, or (ii) to pay installments of Operating Expenses and such failure continues for ten (10) days after Landlord gives written notice to County or (iii) to perform any other material obligation of County under this Lease and such failure continues for thirty (30) days after Landlord has given written notice to County then, upon the happening of such event Landlord may terminate the Lease and repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of the following amounts: (i) any unpaid rent or any other outstanding monetary obligation of County to Landlord under the Lease for the remainder of the then current Term of the Lease and (ii) all reasonable costs incurred in recovering the Leased Premises, and restoring the Leased Premises to good order and condition. The foregoing shall not limit any other remedies Landlord may have as a result of such default, it being acknowledged and agreed that Landlord shall be entitled to all remedies available at law and equity for any default by the County hereunder.

15. **DAMAGE.** In the case of the total destruction of the Leased Premises by fire, other casualties, the elements, or other cause, or of such damage thereto as shall render the same totally unfit for occupancy by County for more than one hundred twenty(120) days, this Lease, upon surrender and delivery to Landlord by County of the Leased Premises, together with the payment of the Annual Rent to the date of such occurrence and a proportionate part thereof to the date of damage, shall terminate, and the parties shall have no further obligations or liabilities under this Lease from the date of said termination, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term. If the Leased Premises are rendered partly untenable by any cause mentioned in the preceding sentence, Landlord shall, at its own expense, within one hundred twenty (120) days from the date of the damage restore the Leased Premises with reasonable diligence, including without limitation modifications required by zoning and building codes and other laws or by the holder of a mortgage on the Building, and the rent shall be abated proportionately for the period of said partial untenability and until the Leased Premises are fully restored by Landlord to the prior or better condition.

In the event of an emergency (being defined as an imminent threat of personal injury to County's employees or material damage to County's equipment or other property at the Leased Premises), County shall have the right to make such emergency repairs to the roof, foundation, interior and exterior walls, and floors, including, but not limited to the replacement of carpet and drywall from any water damage, of the building of which the Leased Premises are a part, or the roof membrane, skylights, roof vents, drains and downspouts of the Property, and the exterior and under slab utility systems for the Property, as may be reasonably necessary to prevent such material damage to the equipment or property of County situated in the Leased Premises, or such personal injury to County's

employees, provided County has no reasonable alternative and has notified or attempted in good faith to notify Landlord's representative of such emergency by telephone (with subsequent written notice as soon as practicable). The provisions of this paragraph do not constitute an authorization by Landlord for County to enter the premises of any other tenant of the Property, and County has not been designated as Landlord's agent for the purposes of any such entry. Landlord shall reimburse County for the reasonable, out-of-pocket costs incurred by County in making such emergency repairs to the roof, foundation or exterior walls, as applicable, up to (but not to exceed) Fifty Thousand Dollars (\$50,000.00) with respect to each such occurrence, within thirty (30) days after submission by County to Landlord of an invoice therefore, accompanied by reasonable supporting documentation for the costs so incurred.

Notwithstanding the terms of the foregoing paragraph, Landlord may elect not to rebuild and/or restore the Leased Premises and/or Building and instead terminate this Lease by notifying County in writing of such termination within sixty (60) days after the date of damage, such notice to include a termination date giving County ninety (90) days, from the date of said notice, to vacate the Leased Premises. Notwithstanding the foregoing, Landlord may elect this option of termination only if the Building is damaged by fire or other casualty or cause, whether or not the Leased Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days from the date of damage (when such repairs are made without the payment of overtime or other premiums), (ii) the holder of any mortgage on the Building or ground or underlying lessor with respect to the Property and/or the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be, or (iii) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies. In addition, if the Leased Premises or the Building is destroyed or damaged to any substantial extent during the year of the Term, then notwithstanding anything contained in this Section, Landlord or County shall have the option to terminate this Lease by giving written notice to the other of the exercise of such option within thirty (30) days after such damage or destruction, in which event this Lease shall terminate as of the date of such notice. Upon any such termination of this Lease pursuant to this section, County shall pay the Annual Rent and Operating Expenses properly apportioned up to such date of termination, and thereafter both parties shall be released and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term.

**16. PARKING, GROUNDS AND ADDITIONAL AMMENITIES.** During the Term, County, at no additional charge, shall have the exclusive right to use up to 58 parking spaces in the parking lot serving Building and the right to use the remainder of the parking lot serving the Building and Project. The County may park operable vehicles in areas of the Project or Property designated for non-reserved parking and park operable vehicles and trailers overnight at the truck loading docks and truck and trailer parking areas for the Leased Premises, provided there is no interference with the access of other tenants to the Building to parking lots and truck courts. Landlord shall permit the County to install electric car parking and plug-ins to be in a mutually agreed upon location, bike

racks, propane and charcoal grills, and outdoor seating areas on the grounds adjacent to the Building in a location approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. The County shall have the exclusive right to utilize loading docks serving the Leased Premises. In addition to other related amenities as set forth in this Lease, the County shall have the right to use, free of charge, and subject to availability for the duration of the Term and any applicable Option Period, the conference center and fitness facility located on the first floor of 7110 Samuel Morse Drive as long as Landlord is providing these Amenities to all tenants in the Project, and any additional facilities in subsequent years serving the Building, Property and Project.

17. **SIGNS.** Landlord, at Landlord's sole expense shall provide the County, with building standard-signage on the Building's entrance directory and/or suite entry door if required by the County. The County may provide, install and maintain exterior signs (with an electronic display and County logo) in a location approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Additionally, if such signage is illuminated and the electricity serving such signage is not separately metered to the County, then the County shall reimburse Landlord within thirty (30) days following receipt of an invoice for all electricity costs associated with such illuminated signage.

18. **LANDLORD'S RIGHT OF ENTRY.** Upon twenty-four (24) hours prior notice and provided that an employee of the County (including emergency personnel) is present on the Leased Premises the Landlord, and its agents, servants, and employees, including any builder or contractor employed by Landlord, shall have, upon reasonable advance notice to County, the right, license and permission, at any and all reasonable times, (i) to inspect the Leased Premises for maintenance and repair, or (ii) to make any alteration, improvement or repair to the Leased Premises. Notwithstanding the foregoing, (i) Landlord, and its agents, servants, and employees, including any builder or contractor employed by Landlord, shall not interfere with the business or operations of County, and (ii) if County is conducting sensitive, confidential matters, or case work at the time planned for an entry by Landlord or anyone acting by, through or under Landlord, then Landlord shall reschedule such entry with County to a mutually agreeable date and time. Landlord represents and warrants that any persons entering the Leased Premises on behalf of Landlord shall have passed a security screening performed by or on behalf of Landlord.

19. **EXPIRATION.** It is agreed that the Term expires on the Term Expiration Date, without the necessity of any notice by or to any of the parties hereto. If County occupies the Leased Premises after such expiration, it is understood that, in the absence of any written agreement to the contrary, County shall hold the Leased Premises as a holdover "Tenant from month to month", subject to all the other terms and conditions of this Lease, at the highest monthly rental installments reserved in this Lease or agreed to by Landlord and County in writing with respect to the Option Period, if applicable; provided that Landlord shall, upon such expiration, be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession that may be now in force or may hereafter be enacted, excluding the recovery of consequential damages. As used in this Lease, a "month-to-month" tenancy shall mean that during such period either

Landlord or County may terminate this Lease upon thirty (30) days' notice to the other party.

Not more than seven (7) days prior to expiration, County agrees to schedule an inspection with Landlord to confirm that the Leased Premises will be in the condition as provided in this Lease.

20. **CONDEMNATION.** It is agreed in the event that condemnation proceedings are instituted against a material portion of the Leased Premises and title taken by any Federal, State, or the County, then this Lease shall become null and void at the date of settlement of condemnation proceedings and County shall not be entitled to recover any part of the award which may be received by Landlord.

21. **SUBORDINATION; REORDATION OF LEASE.** Landlord shall use its best efforts to obtain a subordination, non-disturbance and attornment agreement from its current lender holding a deed of trust on the Leased Premises on such lender's standard form, subject to such commercially reasonable modifications as the County and such lender shall mutually agree upon. The parties agree that this Lease shall not be recorded among the Land records of Howard County; however, a memorandum of this Lease may be recorded in the land records of Howard County at the County's cost.

22. **NOTICES.** Any written notice required by this Lease shall be deemed sufficiently given, on the day it is hand delivered if there is a verified signed receipt, or within three (3) business days if sent via first class mail, postage pre-paid, certified mail and there is a signed return receipt, or on the next business day if sent by overnight courier service if there is a verified signed receipt.

Any notice required by this Lease is to be sent to Landlord at:

Crestpointe III, LLC  
Abrams Development Group  
8601 Robert Fulton Drive  
Suite 100  
Columbia, MD 21046

Any notice required by this Lease is to be sent to County at the Leased Premises with a copy to:

Chief Real Estate Services Division  
Department of Public Works  
George Howard Building  
3430 Court House Drive  
Ellicott City, Maryland 21043

Chief of Bureau of Facilities  
Department of Public Works

9200 Berger Road  
Columbia, Maryland 21046

23. **REMEDIES NOT EXCLUSIVE.** No remedy conferred upon either Landlord or County at law or in equity shall be considered exclusive of any other remedy, but shall be in addition to every other remedy available to Landlord or County as to claims arising under this Lease. Every remedy available to Landlord or County may be exercised concurrently or from time to time, as often as the occasion may arise.

24. **WAIVERS.** It is understood and agreed that nothing shall be construed to be a waiver of any of the terms, covenants and conditions herein contained, unless the same be in writing, signed by the party to be charged with such waiver, and no waiver of the breach of any covenant shall be construed as the waiver or the covenant of any subsequent breach thereof.

25. **PERFORMANCE.** It is agreed that the failure of either Landlord or County to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any right provided for herein shall not be construed as a waiver or relinquishment for the future of such covenant or right, but the same shall remain in full force and effect, unless otherwise expressed in writing by Landlord or County.

26. **FINAL AGREEMENT.** This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

27. **QUIET ENJOYMENT.** County, upon paying the Annual Rent and Operating Expenses, and other charges herein provided, and observing and keeping all of its covenants, agreements, and conditions in this Lease, shall have the right of quiet enjoyment to the Leased Premises during the Term without hindrance or molestation by anyone claiming by, through or under Landlord

28. **ESTOPPEL CERTIFICATE.** Within fifteen (15) business days following a request in writing by Landlord, County shall execute and deliver to Landlord an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of **Exhibit D** attached hereto and incorporated herein (or such other form as reasonably may be required by any prospective mortgagee or purchaser of the Property, or any portion thereof), indicating any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee or purchaser.

29. **ENVIRONMENTAL REQUIREMENTS.** County shall not use or allow another person or entity to use any part of the Leased Premises for the storage, use, treatment, manufacture or sale of Hazardous Material. Landlord acknowledges, however, that County will maintain products in the Leased Premises which are incidental to the operation of its general office use, including, without limitation, photocopy supplies, secretarial supplies and limited janitorial supplies, which products contain chemicals

which are categorized as Hazardous Materials. Landlord agrees that the use of such products in the Leased Premises in the manner in which such products are designed to be used and in compliance with applicable laws shall not be a violation by County of this section. As used in this Lease, the term "Hazardous Materials" shall mean any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively, "Environmental Laws").

### 30. **BROKERS.**

Landlord and County hereby warrant to each other that it has not dealt with any broker, agent or finder entitled to any commission, fee or others compensation by reason of the execution of the Lease, except that the County has retained Chartwell Enterprises, LLC as the County's broker ("County's Broker"), and that the Landlord has retained Cushman & Wakefield as the Landlord's broker ("Landlord's Broker) and that they know of no other real estate agent broker or agent who is entitled to a commission or fee in connection with this Lease. Landlord shall pay County's Broker in accordance with the terms of a separate commission agreement entered into between the Landlord and County's Broker. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Broker.

### 31. **GENERAL**

a. **Governing Law.** The provisions of the Lease shall be governed by the laws of the Howard County and the State of Maryland. The Landlord agrees that any dispute arising under this Lease shall be filed in the Circuit Court of Maryland for Howard County.

b. **Efficiency Standards.** Landlord shall endeavor to maintain current International Building Code efficiency standards for all fixtures in the Leased Premises; to detect and repair leaks in distribution lines and plumbing fixtures; to retrofit or replace fixtures as required; to manage system pressure so as to reduce usage; and when feasible, install efficient landscape design and irrigation techniques and wastewater reclamation and recycling of water for non-potable applications.

c. **Political Contribution Disclosure.** The Landlord shall comply with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland.

d. **Recycling Plan.** The Landlord shall ensure and facilitate the County's participation in applicable recycling plans and shall collect and properly recycle recyclable materials.



e. **Retention of Records.** The Landlord shall retain and maintain all records and documents relating to this Lease for three years after final payment by the County hereunder or for such time period specified under any applicable statute of limitations, whichever is longer, and shall make said records available for inspection and audit by authorized representatives of the County or its designee, at all reasonable times.

f. **Representations and Warranties.** The Landlord hereby represents and warrants that:

(i) It is qualified to do business in and in good standing with the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

(ii) It is not in arrears with respect to the payment of any monies due and owing Howard County, Maryland or the State of Maryland, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Lease;

(iii) It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and

(iv) It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

g. **Addendum.** The Landlord agrees to fully complete, execute and/or comply with the exhibits, affidavits and addenda that are attached to the Lease and fully incorporated as a part of the Lease by reference thereto.

h. **Lease Amendments.** The Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Lease is signed and executed.

i. **Interpretation.** As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made in the plural or singular number as well, (c) to Landlord or County shall be deemed to refer to each person so named above and its successors and assigns, and (d) to a Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such part of this Lease. The headings of such parts are provided herein only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. The Lease may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

j. **Public Information Act.** The County is subject to the Maryland Public Information Act, which requires public access to most of the County's records and documents, such as this Lease.

32. **INTENTIONALLY DELETED.**

33. **RIGHT OF FIRST OFFER TO LEASE.**

a. Subject to tenants that already have preferential rights prior to the execution of this Lease and provided no default has occurred and further provided that the Building remains under common ownership with the Leased Premises, the County shall have a right of first offer with respect to any contiguous space that comes available for lease in the Building (the "Offer Space"), subject to the same terms and conditions of this Lease, before such space is leased to any third party, and provided at least three (3) years remain under the Term of the Lease.

b. Landlord shall offer the Offer Space to the County upon the same terms, covenants and conditions as provided in this Lease for the Leased Premises, except that (a) the Annual Rent, the County's payment of expenses, and the tenant improvement allowance (subject to adjustment as provided herein) and other economic terms may be adjusted as agreed upon between the Landlord and the County and (b) the parties shall negotiate a work letter addressing the procedure for preparation and approval of the plans for any tenant improvements in the Offer Space, as well as the construction thereof (the "Offer"). If the Offer is for a longer period than remaining under this Lease, the term of the lease of the Offer Space shall be co-terminous with the Term of the Lease, and the Annual Rent rates, tenant improvement allowances and other concessions set forth in the Offer shall be adjusted, as Landlord shall determine, to reflect any lesser term remaining under the Term of the Lease. Except for the tenant allowance contained in the Offer, the County shall accept the Offer Space "As-Is," and the County shall have no further rights with respect to the Offer Space. For avoidance of doubt, if the County exercises this Right of First Offer, the County shall be required to lease the entire space referred to in the Offer, not just the portion thereof which is part of the Offer Space, unless Landlord elects, in its sole and absolute discretion, to only lease the County the portion thereof located within the Offer Space.

c. If the County notifies Landlord in writing of the acceptance of the Offer within ten (10) business days (the "Offer Period") after Landlord has delivered the Offer to the County, Landlord and the County shall enter into a written agreement modifying and supplementing the Lease and specifying that such Offer Space accepted by the County is a part of the Leased Premises, and containing other appropriate terms and conditions relating to the addition of the Offer Space to this Lease (including specifically any increase or adjustment of the rent as a result of such addition). If the County exercises the right to lease the Offer Space, the parties acknowledge that said lease requires approval by the County Council of Howard County as a multi-year obligation, and the rent on the Offer Space shall commence the later of thirty (30) days after said lease is approved by the

County Council of Howard County as a multi-year obligation, or the date the Offer Space is available for occupancy, and shall continue for the duration of the Term of the Lease.

d. If the County does not notify Landlord in writing of its acceptance of the Offer in the Offer Period, Landlord shall thereafter be able to lease the applicable portion of the Refusal Space to others upon such terms and conditions as Landlord may determine.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties execute this lease, under seal, the day and year first above written:

**LANDLORD:**

**WITNESS/ATTEST:**

\_\_\_\_\_

**CRESTPOINTE III, LLC**  
a Maryland limited liability company

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Member and Authorized Signatory]

**ATTEST:**

**HOWARD COUNTY, MARYLAND**

\_\_\_\_\_  
Lonnie Robbins  
Chief Administrative Officer

By: \_\_\_\_\_(SEAL)  
Calvin Ball  
County Executive

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Gregory J. Der, Chief of Police

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Thomas J. Meunier, Director  
Department of Public Works

**APPROVED FOR SUFFICIENCY OF FUNDS:**

\_\_\_\_\_  
Rafiu O. Ighile, Director  
Department of Finance

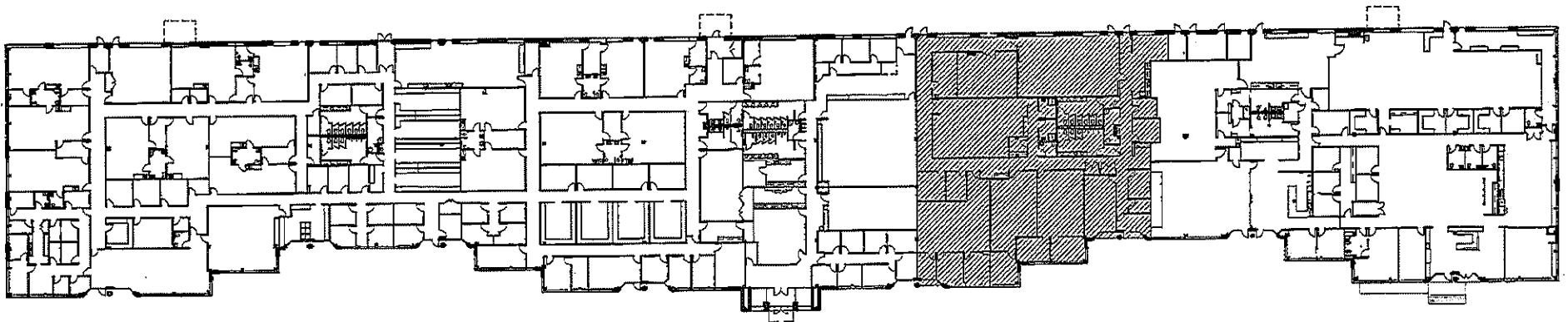
Approved for Form and Legal Sufficiency  
on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

\_\_\_\_\_  
Norman E. Parker, Jr.  
Assistant Deputy County Solicitor

EXHIBIT A  
DEPICTION OF LEASED PREMISES

KEY PLAN FOR:  
**HOWARD COUNTY POLICE DEPT.**  
NOT FOR CONSTRUCTION



NOT TO SCALE  
CRITICAL DIMENSIONS SHALL NOT BE SCALED  
EXISTING CONDITIONS HAVE NOT BEEN FIELD  
VERIFIED BY ARIUM, A/E.

ARCHITECT / MEP ENGINEER: <b>ARIUM   AE</b>	3337 TWIN KNOLLS ROAD SUITE 410 COLUMBIA, MD 21045 BALTIMORE, 410-729-2300 WASHINGTON, 202-421-4900 www.ariumaec.com	PROJECT: <b>HC POLICE DEPT.</b> 7090 SAMUEL MORSE DRIVE COLUMBIA, MARYLAND	DWG: C01-KEY DATE: 6.22.22 FILE: SMSC-HCPD BY: SSA MKM/MLD/SBN ©2022 ARIUM AE, LLC
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**EXHIBIT B**  
**DECLARATION OF COMMENCEMENT DATE**

This Declaration of Commencement Date is made as of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ ("Landlord"), and \_\_\_\_\_ ("County"), who agree as follows:

1. Landlord and County entered into a Lease Agreement dated \_\_\_\_\_, 20\_\_ (the "Lease"), in which Landlord leased to County, and County leased from Landlord, certain Leased Premises described therein in the office building located at \_\_\_\_\_ (the "Building"). All capitalized terms herein are as defined in the Lease.

2. Pursuant to the Lease, Landlord and County agreed to and do hereby confirm the following matters as of the Commencement Date of the Term:

- a. the Commencement Date of the Lease is \_\_\_\_\_;
- b. the Initial Term Expiration Date of the Lease is \_\_\_\_\_;
- c. the number of rentable square feet of the Leased Premises is \_\_\_\_\_;
- d. Tenant's Proportionate Share of Operating Expenses is \_\_\_\_\_ %;

3. County confirms that:

- a. it has accepted possession of the Leased Premises as provided in the Lease but subject to all the terms thereof;
- b. Landlord has fulfilled all of its obligations under the Lease as of the date hereof except as follows: \_\_\_\_\_; and
- c. the Lease is in full force and effect and has not been modified, altered, or amended, except as follows.

4. The provisions of this Declaration of Commencement Date shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors and assigns, and to all mortgagees of the Building, subject to the restrictions on assignment and subleasing contained in the Lease, and are hereby attached to and made a part of this Lease.

**LANDLORD:**

\_\_\_\_\_, limited  
liability company



**EXHIBIT C**  
**WORK AGREEMENT**

Landlord shall, at Landlord's sole cost and expense, turn-key the following Tenant Improvements detailed on the Design Intent Plan (the "Plan"), shown below as Exhibit C-1, utilizing the Building standard materials and comply with the Building standards for construction set forth on Schedule B-1 attached hereto, and will provide all HVAC, mechanical, plumbing, electrical systems, roof, dock doors in good working order. In addition, **the Landlord agrees that time is of the essence for the completion of the Tenant Improvements and delivery of the possession of the Leased Premises to the County no later than March 1, 2023 (the "Completion Date").** The Landlord and County agree that if the delivery of the possession of the Leased Premises to County does not occur on or before the Completion Date, and subject to: (i) having a fully executed Lease, (ii) events of force majeure, and (iii) delays in receiving building materials due to the supply chain issues, provided reasonable notice was given to the County by Landlord with alternative building material options for the County's consideration, the Landlord shall pay to County liquidated damages in an amount equal to one-thousand five-hundred Dollars (\$1,500.00) per day until delivery of the possession of the Leased Premises to the County. Landlord shall promptly apply for the Building Permits but in no event later than October 4, 2022 to allow (i) reasonable time for the permit review period by DILP, and (ii) any re-work required by the Landlord to correct any deficiencies identified by DILP in order to receive the Building Permits by November 1, 2022 (the "Permit Review Period"). Notwithstanding the foregoing, if the Landlord does not receive the Building Permits by November 1, 2022 solely due to a delay of DILP, the Landlord shall notify the County in writing by no later than 11:59 p.m. on November 1, 2022 of such delay, and the Completion Date shall be extended for one (1) calendar day for each calendar day the Building Permits are delayed. For the avoidance of doubt, any delay occasioned by re-work needed to resolve identified deficiencies in the Permit Review Period shall not be considered a delay of DILP as set forth above.

1. **Develop Construction Documents for the turn-key renovations, providing periodic interim submissions to the County for review and comment.**
2. **File for and obtain Building Permit.**
3. **Provide for the following Program of Spaces**
  - a. Unit A
    - i. 2 offices (Sgt, Cpri) @ 120 SF each
    - ii. 8 workstations
  - b. Unit B
    - i. 1 office @ 120 SF
    - ii. 1 Shared Office / Work Room (2 Individuals)
    - iii. 10 workstations
  - c. Unit C
    - i. 1 office @ 120 SF
    - ii. 9 workstations
  - d. LT Office @ 140 SF

- e. Analyst Office @ 100-120 SF
- f. Training Room
  - i. 30 – 40 person capacity
  - ii. Moveable tables
- g. Conference Room
  - i. 12 person capacity
- h. Huddle Rooms @ 120 SF (as space permits)
- i. Workroom
  - i. 2 person occupancy
  - ii. Weapons Cleaning
    - 1. Requires a sink (laundry tub type)
  - iii. Workbench – 4' x 8'
  - iv. Desk
  - v. Standard size gun vault
- j. Tech Room
  - i. Minimum area equivalent to 19' x 29'
  - ii. Workbench – 4' x 8'
  - iii. 2 desks
  - iv. Light duty metal shelving
  - v. Wall-mounted TVs
  - vi. Locate near overhead colling door
- k. Gym
  - i. Exercise equipment space
  - ii. Showers / Locker area
- l. Kitchenette
  - i. 8-10 seats
  - ii. Fridge, microwave, sink, counter, cabinets
- m. Telecom Closet
  - i. Maintain existing space
- n. Custodial Closet
  - i. Maintain existing space
- o. Restrooms
  - i. Ceramic tile floors & wet walls; solid surface sink and countertops
  - ii. Fixtures with automated sensors
  - iii. County shall specify list of required toilet accessories
  - iv. Unisex (non-gender specific) restroom
  - v. Mother's Room / Decompression Room

**4. General Space requirements**

- a. Units A, B and C each need to be physically separated from each other. Does not need to be a high acoustical separation.
- b. Units A, B, and C should be configured in a horseshoe configuration, such that the middle of the space can be used for collaboration, with workstations located along the perimeter.
- c. Office separations should mitigate audibility of spoken conversation but need not provide acoustical isolation
- d. 24x7 HVAC with zoned controls

- e. LED Lighting
  - i. Daylight sensors / occupancy sensors as required by Code.
- f. Offices
  - i. Aluminum / glass storefront , with obscuring film on portion of glass
  - ii. Wood door, stained
- g. County will utilize far right entrance to building
- h. No reception space needed. Interior vestibule will be constructed to meet energy code, include AIPhone or similar in vestibule.
- i. County retains option to extend County fiber optic network to building or utilize commercially available network at the County's option.

**5. Other County Requirements**

- a. Ceiling
  - i. 2x4, high NRC ceiling
- b. See Schedule B-1.

(a) If County shall desire any changes, County shall advise Landlord in writing and Landlord shall determine whether such changes can be made in a reasonable and feasible manner. All costs of reviewing any requested changes, and all costs of making any changes to the Tenant Improvements which County may request and which Landlord may agree to shall be at County's sole cost and expense and shall be paid to Landlord upon demand and before execution of the change order.

(b) Subject to applicable Legal Requirements and pursuant to Section 3(a) of this Lease, County shall be allowed to install its improvements, trade fixtures or other property on the Leased Premises during the final stages of Landlord's construction provided that County does not interfere with completion of construction or cause any labor dispute.

(c) All items of the Tenant Improvements, whether or not the cost is covered by the Improvement Allowance, shall become the property of Landlord upon expiration or earlier termination of the Lease and shall remain on the Leased Premises upon the termination of the Lease.

(d) County hereby designates R. Zachary Hollenbeck, Deputy Chief, Bureau of Facilities, Department of Public Works, whose email address is rhollenbeck@howardcountymd.gov and whose telephone number is 410-313-5784 and his designated project manager for the Leased Premises, to act as County's representative for purposes of authorizing and executing any and all documents, workletters, plans, specifications, cost estimates, or other writings and changes thereto needed to effect this Work Agreement, and any and all changes, additions or deletions to the work contemplated herein; and Landlord shall have the right to rely on any documents executed by such authorized party. Landlord shall not be required to proceed with any Tenant Improvements without written authorization from County's Representative. Neither County nor County's Representative shall be authorized to direct Landlord's contractors or subcontractors in the performance of the Tenant Improvements, and in the

event that Landlord's contractors or subcontractors perform any of the Tenant Improvements under the direction of County or County's Agent, then Landlord shall have no liability for the cost of such Tenant Improvements, for the cost of corrective work required as a result of such Tenant Improvements, for any legal noncompliance or for any delay that may result from the performance of such Tenant Improvements.

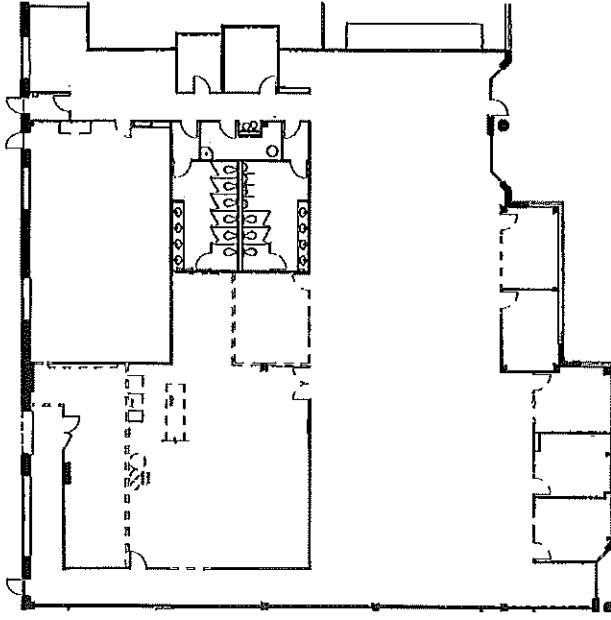
(f) Architect. Landlord shall cause Arium Architects (the "Architect") and, together with the Engineers (hereinafter defined), to design the Tenant Improvements and prepare the Construction Documents (hereinafter defined) consistent with the Plan. The parties expressly acknowledge and agree that, unless expressly provided to the contrary in the Plan with respect to particular components of the Tenant Improvements, all Tenant Improvements depicted in the Construction Documents shall be in conformance with the Building Standards. The cost of preparation of the Construction Documents shall be borne by Landlord.

(g) Engineers. Landlord shall retain the services of an engineering firm selected by the Architect and reasonably acceptable to the County (the "Engineers"; and, together with the Architect, the "Design Professionals") to: (i) design the type, number and location of all mechanical systems in the Leased Premises, including without limitation the heating, ventilating and air conditioning system therein, and to prepare all of the mechanical plans; (ii) assist with the electrical design of the Leased Premises, including the location and capacity of light fixtures, electrical receptacles and other electrical elements, and to prepare all of the electrical plans; (iii) assist with plumbing-related issues involved in designing the Leased Premises and to prepare all of the plumbing plans; (iv) assist with the structural elements of the Design Professionals' design of the Leased Premises and to prepare all the structural plans; and (v) prepare the fire suppression and life-safety systems for the Leased Premises.

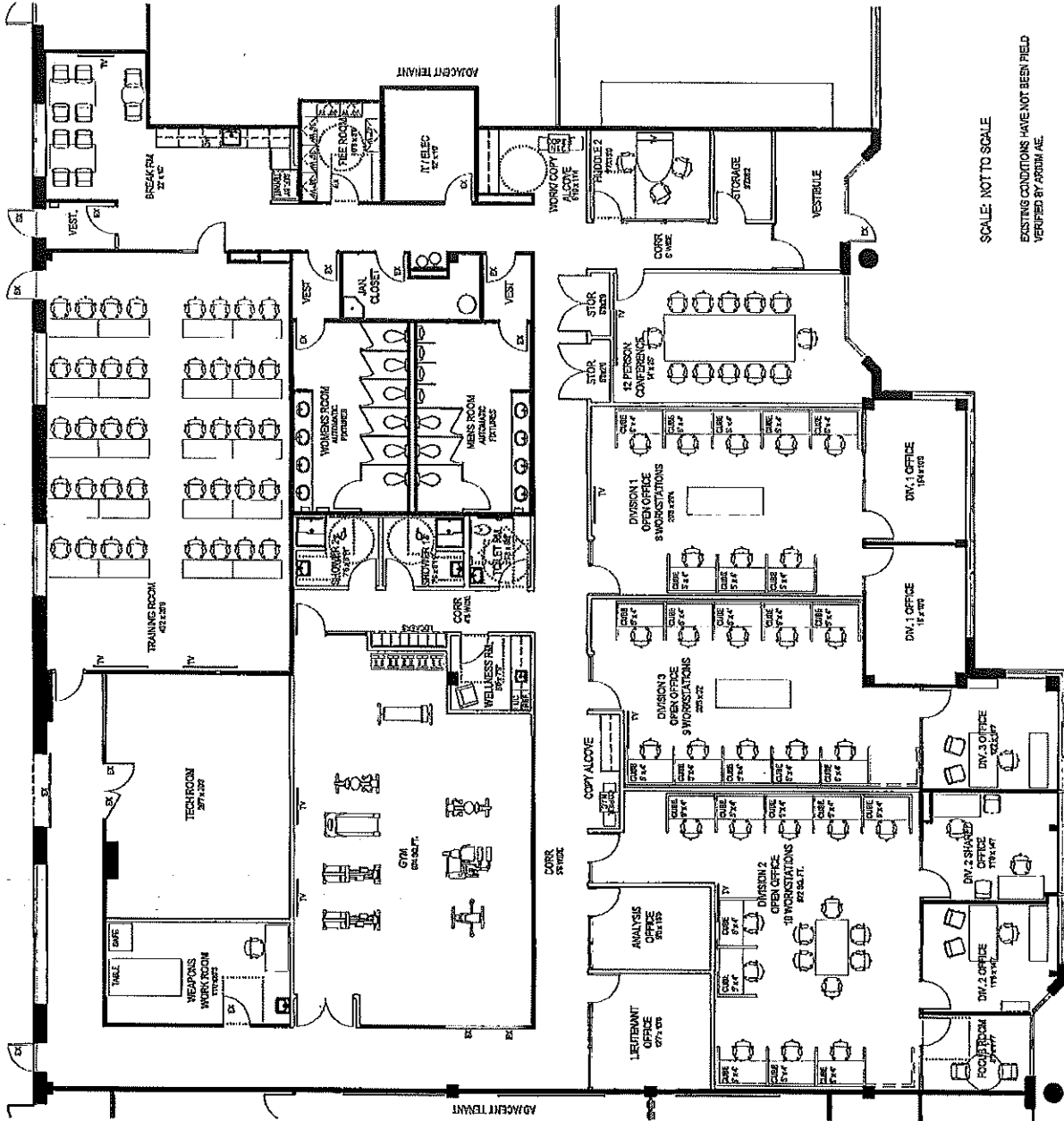
**EXHIBIT C-1**  
**DESIGN INTENT PLAN**

TEST FIT PLAN FOR:  
**HC POLICE DEPT.**  
 NOT FOR CONSTRUCTION

DEMO PLAN; NOT TO SCALE



KEY PLAN



SCALE: NOT TO SCALE

EXISTING CONDITIONS HAVE NOT BEEN FIELD VERIFIED BY ARIUM AE.

ARCHITECT / MEP ENGINEER: <b>ARIUM   AE</b>	PROJECT: <b>HC POLICE DEPT.</b> 7080 SAMUEL MORSE DRIVE COLUMBIA, MARYLAND	DWG: CC1 DATE: 02.21.22 FILE: SMC-HCPD SHEET: HCPD MAG/LS/SBN 1 © 2022 ARIUM AE, LLC
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8081 TWIN HAVENS ROAD  
 COLUMBIA, MD 21045  
 WWW.ARIUMAE.COM  
 WWW.ARIUMAE.COM

**SCHEDULE B-1**  
**BUILDING STANDARDS AND BASIS-OF-DESIGN INFORMATION**  
**COUNTY'S BUILDING STANDARDS:**

**PARTITIONS:**

- (A) Office: 5/8" sheetrock each side of 3 5/8" metal studs with interior batt insulation.
- (B) Demising: 5/8" sheetrock each side of 3 5/8" metal studs to structure with interior batt insulation.

**DOORS:**

- (A) Office: 3'-0" x 7'-0" - 1 3/4" solid core wood, single lite clear glazing, stained veneers. 5- 1/2" nominal top rails and stiles and 11" nominal bottom rail.
- (B) Miscellaneous: 3'-0" - 7'-0" - 1 3/4" solid core wood, stained veneer.
- With the exception of main entrance doors, all doors and hardware leading into the Tenant space from the public corridor will be Building Standard and are to be recessed if the door swings out.
- Design of the main entrance must be submitted to the building management for approval.

**Interior Door Frames:**

- Three-piece, knock-down, hollow metal door frames.
- Finish: Paint selected by County.

**Hardware:**

- Lock/Latch Sets:
  - Standard is Sargent with Best Cylinders- LB key way (Alternate: Yale, Schlage, or approved equal)
  - Finish for all door hardware shall be (Satin Chrome) unless otherwise noted.
  - Lever lockset is standard interior doors.
  - Mortise lockset is standard suite entry doors.
  - Latch set- Passage Function; Satin Stainless Steel with Floor Stop.
  - Lockset- Keyed- Office Function (outside key/inside always unlocked) Brushed Stainless Steel, Floor Stop.
  - Lever latch set- Office Lock Function- ANSI F82 (Function Outside Key/ Inside Push-Button Lock) with Floor Stop.
  - Floor Stop: (1<sup>st</sup> Choice)- Dome floor stop IVES 436 Dome Stainless Steel or equal.
  - Wall Stop: (2<sup>nd</sup> Choice)- IVES 407 CCV Stainless Steele or equal.
  - Closer: LCN 4010T (pull side) or 4110 (push side); LCN 3130 concealed in door or equal.
  - Hinges: McKinney TB2314 or equal (Standard weight, ball bearing SST, Full Mortise).
  - Silencers: IVES #20 or equal.

**WALL TILE:**

- Provide ceramic tile at all 'wet walls', full height. Corners shall be finished with extruded aluminum trim.

**CARPET:**

- Kinetix flooring in fitness center.
- Carpet tile. Case by case basis and is to be approved by the County.

**HARD SURFACE FLOORING:**

- Luxury Vinyl Tile at least 20 mil wear layer.

**Floor Tile:**

- Ceramic Tile in all restrooms and shower areas. Slope to floor drain, with ceramic base.

**PAINT:**

- Field paint plus two accent colors. Each office shall have one accent wall. Conference, huddle and open space may have accent wall or accent paint as directed by County.

**BASE:**

- 4" rubber cove base. Case by case basis and is to be approved by County.

**WINDOW TREATMENT:**

- Manually operated roller shades on exterior windows. Obscuring film on interior glazing.

**FIRE PROTECTION:**

- The building, or portions thereof, shall be completely sprinkled by a combination wet sprinkler-standpipe system. Building standard sprinkler heads are to be semi-recessed sprinkler heads. The entire system shall be in accordance with NFPA 13 and 14 and shall meet all requirements of State and local authorities and the Owner's Insurance Underwriter.

**PLUMBING:**

- Roof drains, if needed, will discharge through rain leaders running vertically through the building and discharging to the storm sewer. Air handling unit condensate, where possible, will tie into the storm system.
- Domestic hot water will be provided by two (2) gas-fired hot water instantaneous water heaters, Leslie or Reznor. Each sized at 66% of the maximum design load.
- Floor drains shall be provided in toilet rooms.

**HVAC:**

- Multiple Direct Expansion Rooftop Air Handlers shall be provided, each dedicated to individual department spaces. All Air Handling Units (AHU) will be provided with variable frequency drives (VFD). AHU by Daiken or Trane.
- Each AHU will have a pre-heat coil (gas-fired) and cooling coil. Cooling coil shall be capable of supplying a discharge temperature of 52F to downstream air terminal units (ATU). Pre-heat coil discharge air temperature should be linearly proportional to the outside air temperature via a reset schedule. Each AHU should be equipped with lo-ambient controls and able to run in economizer mode (aka Free Cooling)
- Hydronic hot water shall supply the ATU re-heat coils downstream of the AHU. The hot water temperature should be proportional to the outside temperature with a maximum water temperature of 180F. The Re-Heat coils



shall be served by a bank of sealed combustion condenser boilers. Each bank should be manifolded for staging and capacity control. The system shall be designed that the spaces can comfortably rely on the re-heat coils during moderately cold weather (approximately 35F-45F outdoor temperature) without the need of the Pre-Heat coil. This will also provide a safety factor if the rooftop pre-heat coil(s) fail.

- Supply ductwork and associated AHU shall be routed to their respective zones. Medium pressure galvanized supply ductwork shall deliver 52 degree F air to variable air volume (VAV) terminals, Kreuger, Titus, or equal. Each air terminal unit (ATU) to be equipped with a pressure independent modulating control valve and integral re-heat coil. Re-Heat control valve by Belimo or Griswold. ATU shall come equipped with factory-installed controllers. Each VAV terminal unit shall record at the BAS system the mixed air temperature, discharge air temperature, damper position, valve position, and supply CFM.
- Energy recovery wheels (Semco Molecular Sieve Wheels) shall be provided to capture the waste heat associated with the building exhaust and transfer this heat to the building supply system. In lieu of an ER Wheel, the Consultant may elect to use an energy recovery coil.
- Separate toilet exhaust systems shall be provided. Electric rooms and mechanical rooms shall be ventilated with a minimum of six (6) air changes.
- Each Data Closet to have dedicated cooling by means of a split system. The equipment and room temperature shall be capable of being remotely monitored and alarmed via the Building Automation System (BAS)

#### **ENVIRONMENTAL CONTROLS:**

- The building shall be environmentally controlled by a pneumatic-electric, direct digital control (DDC) system. System shall be BACNET-compatible. Central systems shall employ a direct digital control system with electric driven terminal devices. Where the torque requirements are excessive, pneumatic actuators shall be allowed. Johnson Controls or EASI is required.

#### **ELECTRICAL POWER/DISTRIBUTION:**

- Voltage drop in the building will be limited to 2% for feeders and 3% for branch circuits, for a maximum of 5% overall.
- Panelboards shall be provided in each electrical closet for common space loads. Each panel shall have 42 poles and be equipped with Transient voltage surge suppression (TVSS) equipment. A dry type transformer and a receptacle panel shall be provided in each electrical closet to serve receptacles and other minor 120V loads. Panelboards and transformers by Square-D or Cutler Hammer. All panel board covers shall be installed unless a qualified electrician is working in the panel board.
- All distribution feeders and branch circuit wiring shall be copper with type THHN/THWN insulation and shall be installed in electrical metallic tubing (EMT) with setscrew, steel fittings. Connections to vibrating equipment shall

be sealtite, flexible metallic conduit. Final connections to lighting fixtures shall be flexible metallic conduit.

- All required sub meters shall be located in building electrical rooms (meter fuses and C/T's shall be installed in separate enclosure adjacent to electrical panel).
- All dedicated rooms (server, telecom, etc.) shall have all electrical associated with room fed from dedicated, sub-metered panel.
- Contractor shall furnish to building management two sets of as built electrical drawings with junction box locations and circuit numbers for each device and light fixture clearly marked. All spare or unused circuits shall be shown on as built drawings.

#### **NORMAL POWER:**

##### **Receptacles and Equipment Connections**

- Industrial heavy duty specification grade switches and receptacles shall be provided. Receptacles shall be 20A, 125V rated wide body style with triple wipe brass power contacts, mounting strap with integral ground contacts and an impact resistant nylon face. Switches shall be 20A, 125/277V rated FSUL WS 896-E and UL 20 approved.
- County to select receptacle face plate type. All receptacle face plates shall be professionally (label maker) labeled with panel and circuit number(s).
- Where applicable, miscellaneous mechanical equipment shall be fed from 480volt motor control centers, distribution panels, or branch circuit panelboards as appropriate. Miscellaneous equipment such as overhead doors, elevators, etc. shall be supplied from 480 volt or 208volt branch panelboards as required.
- A ground fault interrupter receptacle with weatherproof cover shall be provided on the exterior of the building at each door and within 3' of any mechanical equipment on the roof.

#### **LIGHTING SYSTEMS:**

- All interior spaces shall be provided with lighting fixtures designed to enhance the aesthetics and to provide illumination levels consistent with current standards as defined by the Illuminating Engineering Society of North America (IESNA) "Lighting Handbook". In general, all interior lighting fixtures will utilize LED light sources wherever practical. All LED lighting to have a color temperature of 5000 Kelvin.
- All lighting shall be LED.

#### **LIGHTING CONTROLS:**

- Switches shall be provided for all spaces. Interior offices, file room, and restrooms shall have occupancy sensor-controlled switches. Vacancy Sensors or Occupancy Sensors, whichever applies, should be installed in all areas unless directed otherwise. Lighting relay control cabinets will be provided on each floor to control the automatic off function of all fixtures on normal power that are not controlled by sensors. The main control/time

clock for the lighting relay control cabinets shall be located in the first-floor cabinet. The design shall be based on the Watt Stopper company lighting control products.

- County to select switch face plate type.

#### **EMERGENCY LIGHTING:**

- Emergency lighting shall be provided throughout the egress paths, stairwells, equipment rooms, and exit ways. All exit signs and egress lighting within the County space is required to be connected to the building's Emergency Power System and must comply with County, State, and Federal Codes and ADA Regulations. Corridor emergency lighting circuits shall be wired directly to the emergency panel branch circuit breaker.

#### **FIRE ALARM SYSTEMS:**

- The Owner's Fire Alarm system may need to be upgraded to meet current Life Safety Codes. If so, a complete multiplexed addressable fire alarm system shall be provided throughout the building in accordance with the requirements of NFPA and ADA. The fire alarm system shall include a control panel located in the main electrical room and a remote annunciator panel located in the Fire Command Center near the main entrance lobby. Manual pull stations, smoke detectors, thermal detectors, duct detectors, signaling devices (speaker/strobes), sprinkler flow switches, and sprinkler tamper switches shall be provided as required by NFPA and ADA. Concealed duct detectors shall have remote alarm lights located in corridors mounted 72" above the floor. All fire alarm wiring shall be installed in EMT conduit.

#### **CEILINGS:**

Offices and main corridors (open and closed):

Product: "Ultima High NRC", item #1943 as manufactured by Armstrong World Industries, Inc.

Classification: ASTM E1264- TYPE IV, FORM 2, PATTERN E

Material: Wet-formed mineral fiber with DuraBrite acoustically transparent membrane

Finish: DuraBrite with factory-applied latex paint

Color: White

Light Reflectance LR: Not less than 0.87

Noise Reductions Coefficient NRC: Not less than 0.80

Ceiling Attenuation Coefficient CAC: Not less than 35

Articulation Class AC: Not less than 170

Flame Spread: Class A

Dimensional Stability: HumiGuard Plus

Antimicrobial Protection: BioBlock plus- resistance against the growth of mold/mildew and gram positive and gram negative odor and stain causing bacteria

Edge Detail: Square lay-in for interface with Prelude XL 15/16" suspension system

Thickness: 7/8 inch  
Size: 24 by 48 inches  
Suspension System: Prelude XL 15/16" Exposed Tee Grid System, color white

Shower rooms:

Product: "Ceramaguard" item #608, as manufactured by Armstrong World Industries, Inc.  
Classification: ASTM E1264 – Type XX, Pattern C E  
Material: Ceramic and mineral fiber composite  
Finish: Scrubbable factory-applied plastic paint finish  
Color: White  
Light Reflectance LR: Not less than 0.82  
Noise Reductions Coefficient NRC: Not less than 55  
Ceiling Attenuation Coefficient CAC: Not less than 40  
Flame Spread: FireGuard  
Dimensional Stability: HumiGuard Max  
Antimicrobial Protection: Inorganic product- resistant to the growth of mold/mildew and bacteria  
Edge Detail: Square lay-in for interface with Prelude Plus XL Aluminum 15/16" suspension system  
Thickness: 5/8 inch  
Size: 24 by 48 inches  
Suspension System: Prelude Plus XL Aluminum 15/16" exposed tee grid system, color white

**EXTERIOR SITE AND FACADE LIGHTING:**

- Facade lighting for the building will be limited to floodlights, decorative sconces at the main entrances, and pole lighting. All exterior lighting to be LED.

**PIPED SYSTEMS:**

- Domestic Cold/Hot Water Systems: A domestic cold/hot water system shall be provided with service to toilet rooms, janitor closets, and break areas. Piping shall be seamless copper water tube, ASTM B88, Type L, Hard. Fittings shall be copper solder joint fittings, 150 lb , ANSI B16.22-73. Joint shall be solder, ASTM B32-78 tin-antimony 95-5.
- A domestic hot water re-circulating system should be provided.
- Gas Systems: PRV stations are required. Natural gas piping shall be black steel pipe, ASTM A120-78, ANSI Schedule 40. Joints shall be American Standard for piping threads ANSI B2.1-68.

**EXHIBIT D**  
**FORM OF TENANT ESTOPPEL CERTIFICATE**

The undersigned (the "Tenant") hereby certifies that it is the County under the Lease described in **Exhibit A**, attached hereto and made a part hereof. Tenant hereby further acknowledges that it has been advised that the Lease may be assigned to a purchaser of, and/or collaterally assigned in connection with a proposed financing secured by, the property on which the "Leased Premises" under the Lease are located, and certifies both to the landlord under the lease (the "Landlord") and to any and all prospective purchasers (the "Purchasers") and mortgagees of such property, including any trustee on behalf of any holders of notes or other similar instruments, and any holders from time to time of such notes or other instruments, and their respective successors and assigns (collectively the "Mortgagees") that as of the date hereof:

1. The information set forth in **Exhibit A** is true and correct.
2. Tenant is in occupancy of the Leased Premises and the Lease is in full force and effect and, except as set forth in **Exhibit A**, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the space rented under the Lease, oral or written.
3. All material conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed.
4. Tenant is not in default under the Lease, Tenant has not received any notice of default under the Lease, and, to Tenant's knowledge, there are no events which have occurred that with the giving of notice or the passage of time or both, would result in a default by Tenant under the Lease.
5. Tenant has not paid any rents or sums due under the Lease more than 30 days in advance of the date due under the Lease and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any rent or sums due and payable under the Lease except as set forth in **Exhibit A**.
6. To Tenant's knowledge, there are no uncured defaults on the part of the Landlord under the Lease, Tenant has not sent any notice of default under the Lease to the Landlord, and there are no events which have occurred that, with the giving of notice or the passage of time or both, would result in a default by Landlord thereunder, and at the present time Tenant has no claim against Landlord under the Lease.
7. Except as expressly set forth in **Exhibit A**, there are no provisions for, and Tenant has no rights with respect to, renewal or extension of the initial term of the Lease, terminating the term, or leasing or occupying additional space or purchasing the Leased Premises.
8. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency laws.

9. Tenant has the authority to execute and deliver this estoppel certificate.

10. This estoppel certificate shall be binding upon the successors, assigns and representatives of Tenant and shall inure to the benefit of all Purchasers and Mortgagees.

IN WITNESS WHEREOF, Tenant has duly executed this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

HOWARD COUNTY, MARYLAND

\_\_\_\_\_

Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
County Executive

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_

Gregory J. Der, Chief of Police

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_

\_\_\_\_\_, Director  
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

\_\_\_\_\_

\_\_\_\_\_, Director  
Department of Finance

Approved for Form and Legal Sufficiency  
on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_

\_\_\_\_\_  
County Solicitor

\_\_\_\_\_

\_\_\_\_\_  
Senior Assistant County Solicitor

**EXHIBIT A TO TENANT ESTOPPEL CERTIFICATE**

Lease, Lease Terms and Current Status

- A. Date of Lease:
- B. Parties:
  - 1. Landlord:
  - 2. Tenant d/b/a:
- C. Leased Premises known as:
- D. Modifications, Assignments, Supplements or Amendments to Lease:
- E. Commencement Date:
- F. Expiration of Current Term:
- G. Rights to renew, to extend, to terminate, to rent or occupy additional space or to purchase any portion of the property:
- H. Security Deposit Paid to Landlord: None
- I. Current Annual Rent (Annualized): \$
- J. Current Operating Expenses (Annualized): \$
- K. Current Total Rent: \$
- L. Square Feet Demised:




# Howard County

## Internal Memorandum

**Subject:** Testimony & Fiscal Impact Statement

Council Bill No. \_\_\_ - 2022, an Act pursuant to Section 612 of the Howard County Charter, approving a Lease Agreement between Howard County, Maryland and Crestpointe III, LLC, a Maryland limited liability company, for 10,600 square feet for lease of space at 7090 Samuel Morse Drive, Columbia, Maryland, during a multi-year term; and authorizing the County Executive to take certain actions in connection with the Lease Agreement.

**To:** Lonnie R. Robbins,  
Chief Administrative Officer

**From:** Thomas J. Meunier   
Department of Public Works

**Date:** August 25, 2022

The Department of Public Works has been designated coordinator for preparation of testimony relative to approval of a Lease Agreement for leased space.

The Police Department is in need of office and flex space and the County and Landlord desire to enter into a Lease Agreement, attached, for a term of ten (10) years and six (6) months, with the option to extend the term for two (2) additional periods of five (5) years each. The Lease Agreement requires payment by the County of funds from an appropriation in later fiscal years and therefore requires County Council approval as a multi-year agreement pursuant to Section 612 of the Howard County Charter.

Period	Base Rent per square foot	Monthly Installment of base rent per square foot portion of the Annual Rent Based on 8,500 square feet	Annual Rent Based on 8,500 square feet
Year 1 (months 1-4 abatement)	\$14.00 square foot	\$9,916.67	\$79,333.33 (indicates only 8 months of payment because of rent abatement)
Year 2 (months 13 - 14 abatement)	\$14.28 square foot	\$10,115.00	\$101,150.00 (indicates only 10 months of payment because of rent abatement)
Year 3	\$14.57 square foot	\$10,317.30	\$123,807.60
Year 4	\$14.86 square foot	\$10,523.65	\$126,283.75
Year 5	\$15.15 square foot	\$10,734.12	\$128,809.43
Year 6	\$15.46 square foot	\$10,948.80	\$131,385.62
Year 7	\$15.77 square foot	\$11,167.78	\$134,013.33
Year 8	\$16.08 square foot	\$11,391.13	\$136,693.59



Year 9	\$16.40 square foot	\$11,618.96	\$139,427.47
Year 10	\$16.73 square foot	\$11,851.33	\$142,216.02
Year 11 (6 months)	\$17.07 square foot	\$12,088.36	\$72,530.17 (indicates only 6 months of payment)

Representatives of this department will be present at the public hearing to answer any questions or concerns. If you require any further information concerning this matter or have any additional questions, please do not hesitate to contact me at your convenience.

cc: Jennifer Sager  
File

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on October 13, 2022.

Michelle Harrod  
Michelle Harrod, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michelle Harrod, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council