

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE entered into this 30th day of July, 2014, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (COUNTY) and Robert B. Harney with Susan T. Paro as (CARETAKERS) hereinafter designated as the (Parties).

WITNESSETH:

WHEREAS, the Parties entered into a Lease Agreement dated October 23, 2003 for premises described as 20130 Wasche Road Dickerson, Maryland; and

WHEREAS, the Lease was amended on July 07, 2009 whereby the Term of the Lease was extended through October 22, 2013; and

WHEREAS, the Parties desire to amend the Lease to extend the term of the Lease for another 5 year period; and

WHEREAS, the parties have been on a month-to-month tenancy; and

WHEREAS, a copy of the Lease and First Amendment are attached hereto and made a part hereof, and all other terms and conditions of the Lease will remain in full force and effect except as modified herein.

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Unless otherwise set forth in this Second Amendment to the Renovation and caretaker Lease, all capitalized terms shall have the same meanings as set forth in the Lease.

2. Term. Section 2 of the Renovation and Caretaker Lease is hereby amended by adding the following to the end of the Section as a new paragraph,

“The Lease shall hereby be extended for a period of five (5) years, commencing August 30, 2014 and expiring, unless sooner terminated pursuant to the terms of the Lease, on August 30, 2019 (the “Extended Term”), upon the same terms and conditions as the Lease currently in effect, except as otherwise set forth below. In accordance with this Second Amendment to the Lease Agreement, the caretaker may extend the Term for one (1), Five (5) year period provided the Caretaker is not in default of any provisions of the Lease.”

3. Mail Notices: Paragraph 5. of the First Amendment to the Lease Agreement is hereby amended by deleting the County’s Addresses in its entirety and adding the following in lieu thereof;

“COUNTY” Montgomery County, Maryland
 Department of General Services
 Office of Real Estate
 101 Monroe Street, 9th floor
 Rockville, Maryland 20850
 Attn: Director, Office of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd floor
Rockville, Maryland 20850
Attn: County Attorney

4. NON-DISCRIMINATION: Paragraph 12. of the Renovation and Caretaker Lease is hereby amended by deleting reference to Section 11B-33 and Section 27-19 of the Montgomery County Code, 1994 by inserting the new reference to current Section 11B-33 and Section 27-19 of the Montgomery County Code, 2004.
5. HOLD HARMLESS: Paragraph 19. Of the Renovation and Caretaker Lease is hereby amended by deleting it in its entirety and inserting as replacement the following language;

The Caretaker agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys' fees and litigation costs, arising out of or related to the Caretaker's use and possession of the Property, from any breach of this Lease by the Caretaker, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of the Caretaker, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors. Caretaker further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by the Caretaker within the Property, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Property hereinabove described.

6. PUBLIC EMPLOYMENT: Paragraph 26. of the Renovation and Caretaker Lease is hereby amended by deleting reference to Section 11B-52 and Chapter 19A of the Montgomery County Code, 1994 by inserting the new reference to current Section 11B-52 and Chapter 19A of the Montgomery County Code , 2004.

7. SMOKING BAN : The Parties agree to incorporate into the Lease Agreement the provisions of Bill 33-12, Health and Sanitation which prohibits smoking on County owned or Leased Property. Bill 33-12 is attached hereto and made part of this Second Amendment to the Lease Agreement as Exhibit "A".

8. Except as modified herein, all other terms and conditions of the Renovation and Caretaker Lease will remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Amendment to be properly executed.

WITNESS

By: Steve Baum

CARETAKERS

Robert B. Harney

Susan T. Paro

By: Robert B. Harney

By: Suzanne Paro

Date: July 29, 2014

WITNESS:

By: Julie L. White

THE COUNTY:

MONTGOMERY COUNTY,

MARYLAND

By: Ramona Bell Pearson

Ramona Bell Pearson, Assistant
Chief Administrative Officer

Date: 7/30/2014

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: David Provey

RECOMMENDED

By: Cynthia Brenneman

Cynthia Brenneman, Director
Office of Real Estate

Date: 7/22/14

Date: 7/18/14