

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE entered into this 7<sup>th</sup> day of August, 2019, 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 Lease was amended on July 30, 2014 whereby the Term of the Lease was extended through August 30 2019; and

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

WHEREAS, a copy of the Lease and First Amendment, Second 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 Third 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, 2019 and expiring, unless sooner terminated pursuant to the terms of the Lease, on August 30, 2024 (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 ~~Third~~ 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, 9<sup>th</sup> 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, 3<sup>rd</sup> 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: \_\_\_\_\_

CARETAKERS

Robert B. Harney

Susan T. Paro

By: Robert B Harney  
By: Susan T. Paro

Date: 8/2/19

WITNESS:

By: Julie L White

Date: 8/7/19

THE COUNTY:

MONTGOMERY COUNTY,  
MARYLAND

By: Aleanna Hatcher for  
Fariba Kassiri, Assistant  
Chief Administrative Officer  
8/6/19

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Neal Anker

Date: 7-31-19

RECOMMENDED

By: Cynthia Brenneman  
Cynthia Brenneman, Director  
Office of Real Estate

Date: 7/26/19