

**Antenna Mounting Space Lease Agreement
Between Anne Arundel County, Maryland and**

_____ **Water Tank**

Dated _____

TABLE OF CONTENTS

Paragraph

1. Premises
2. Term
3. Rent
4. Inspection Fee
5. Use of Premises
6. Installation
7. Maintenance and Normal Operations
8. Modification Requests
9. Utilities
10. Peaceful Possession
11. Taxes
12. Lessee's Property
13. Materials and Claims
14. Insurance
15. Liability and Indemnity
16. Operation of County's Equipment
17. Repairs and Restoration
18. Termination
19. Holding Over
20. Agreement Assignment
21. Binding Effect
22. Severability
23. Headings
24. Prior Agreements
25. Notices
26. Waivers
27. Recording
28. Governing Law, Jurisdiction and Venue
29. Governmental Immunity

Exhibit A—Lease Exhibits/Site Utilization Plan

Exhibit B—Manufacturer's Information

Exhibit C—Guidelines

ANTENNA MOUNTING SPACE LEASE AGREEMENT

This Antenna Mounting Space Lease (the "Lease Agreement"), made this _____ day of _____, 2010, by and between **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic ("County") and _____, _____ ("Lessee").

WHEREAS, the Lessee is in need of antenna mounting space at a location at which the County owns a water tank, known and designated as the _____ **Water Tank** located at _____ (the "Water Tank"), said property being more particularly identified as Tax Map ____, Parcel _____, Tax Account _____; and

WHEREAS, the County has identified antenna mounting space on the Water Tank and is willing to lease said space to the Lessee; and

WHEREAS, the County has determined that leasing antenna mounting space to users who will not interfere with the County's public safety communications system will benefit the public and the County by minimizing the number of telecommunications facilities erected in Anne Arundel County; and

WHEREAS, the Lessee is willing to give assurances that its use of the leased antenna mounting space will not interfere with the County's public safety communications system.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **PREMISES:**

(A) The County hereby leases to the Lessee and the Lessee hereby leases from the County that specific land area and antenna mounting space, as more particularly described in the Site

Utilization Plan (also known as the Lease Exhibits), attached hereto as Exhibit A, which is located on or near the Water Tank (the "Premises"), for the term, at the rent, and upon all of the conditions and agreements set forth herein.

(B) By taking possession of the Premises, the Lessee accepts them in the condition in which they may then be, and waives any right or claim against the County arising out of the current condition of the Premises, including the improvements thereon, the appurtenances thereto, and the equipment thereof.

2. TERM:

(A) The term of this Lease Agreement shall be for a period of Five (5) years and shall commence ("Commencement Date") on _____, and shall terminate on _____. This term and any renewal terms are collectively referred to herein as the "Term".

(B) The Lessee shall have the option to extend this Lease Agreement for Three (3) additional Five (5) year Terms by giving the County written notice of its intention to do so at least six (6) months prior to the end of the then current Term; provided, however, that the Lessee at and up to the time of said renewal has fully and completely complied with all terms and conditions of this Lease Agreement as determined by the County in its reasonable discretion.

3. RENT:

(A) The Lessee shall pay to the County the sum of _____ Dollars (\$_____) as rent for the twelve (12) month period, beginning no later than _____ through _____. For each subsequent twelve (12) month period remaining in any Term of this Lease Agreement, rent shall be paid in an amount as calculated in Paragraph 3(B) of this Lease Agreement. All payments by the Lessee to the County under

Paragraph 3 of this Lease Agreement shall be referred to herein as "Rent." Rent shall be paid in advance in equal monthly installments on the first day of each month. The initial payment of Rent shall be made payable to the Anne Arundel County Office of Finance and delivered to the County's Office of Central Services, Real Estate Division, 2660 Riva Road, Annapolis, Maryland 21401. Subsequent Rent payments shall be payable in response to an invoice issued by the County. Payment shall be to the County Office of Finance or to such other person, in such other form, or to such other place as the County may, from time to time, designate in writing at least thirty (30) days in advance of any Rent due date.

(B) Each succeeding year of any term of this Lease Agreement, Rent shall increase four percent (4%) over the previous year, effective on the anniversary date of this Lease Agreement.

4. **INSPECTION FEE:** This Lease Agreement is conditioned upon the Lessee paying to the County a one (1) time inspection fee of Five Thousand Dollars (\$5,000.00) as payment for any inspections and preparation of the site by the County when this Lease Agreement has been signed by the Lessee and is presented to the County for signatures. Such inspection fee shall be delivered to: Office of Central Services, Real Estate Division, 2660 Riva Road, Annapolis, Maryland 21401.

5. **USE OF PREMISES:**

(A) The Lessee agrees to use the Premises solely for the purposes of construction, erection, reconstruction, operation, maintenance, repair, and removal of a telecommunications antenna per the equipment and area as approved in the lease exhibit (collectively "Permitted Use"). All structures and equipment intended to be used on the Premises and the frequencies of operation of such equipment are set forth in detail in Exhibit B also known as manufacturer's equipment information (collectively, including approved modifications and additions, "Lessee's Equipment").

Neither the County nor the Lessee shall place any sign, advertisement, or other notice on or about the Premises which identifies the Lessee in any way.

(B) The County, through the Department of Public Works reserves the right to approve all construction methods, materials, arrangement and restorations prior to placing the Lessee's Equipment into operation.

(C) The Lessee agrees that its use of the Premises shall not interfere in any way, including through radio frequency interference, with any operations of the County or the County's existing tenants (collectively, "County's Operation"). In the event that the County believes, in the County's sole judgment and opinion, that Lessee is causing any interference with the County's Operations, the County shall give oral and written notice of the interference to the Lessee. Immediately upon receiving notice of the interference, the Lessee shall dispatch authorized representatives to inspect and test the Lessee's Equipment. The County may perform, or cause to be performed, a technical evaluation to determine the cause of interference. The County shall not, as a part of a technical evaluation, disconnect, terminate, or interrupt the electrical service to the Lessee's Equipment during the three (3) hours immediately after giving notice of the interference. If, during the twelve (12) hours after the initial notice of the interference, the County considers the results of any inspections or tests performed by the Lessee or any technical evaluations performed by the County, and the County determines that the Lessee is causing interference to the County's Operation, the County shall notify the Lessee of the County's determination, and the Lessee shall immediately cease interfering with the County's Operation. In any event, if the Lessee fails to cease its interference with the County's Operation within twelve (12) hours of the initial notice of interference from the County, the County shall have the right to take whatever steps it deems necessary, in its sole judgment and discretion, to remedy the interference.

For a period of thirty (30) calendar days after the County determines that the Lessee caused interference and that the interference was not remedied within twelve (12) hours of the initial notice as required, the Lessee may request to remain on the Premises and perform intermittent testing of potential cures during hours specified by the County. At the completion of thirty (30) calendar days after the County determines that the Lessee caused interference, the Lessee shall provide the County a report of the Lessee's actions and proof that the Lessee is no longer the cause of interference.

Except for costs to repair or replace Lessee's equipment damaged by the County in connection with its negligence acts, if the County takes action pursuant to and in accordance with this Paragraph, the Lessee shall not be entitled to recover any damages or losses from the County, including lost profits and any incidental, consequential, or other damages to the Lessee.

6. INSTALLATION:

(A) The Lessee's Equipment shall not be installed without prior written approval of the County.

(B) Prior to the Commencement Date of this Lease Agreement, with prior notice to the County, the Lessee shall have access to the Premises at such times as the County and the Lessee mutually agree for the purposes of undertaking any necessary tests, studies, and inspections relating to the Lessee's Permitted Use of the Premises and at such times as the County and the Lessee mutually agree.

(C) In the event the Lessee is unable to utilize the Premises for the purpose stated herein, and terminates this Lease Agreement in accordance herewith, the Lessee agrees that it shall restore portions of the Premises that have been damaged, modified, or altered by or on behalf of the Lessee as nearly as possible to their original condition.

(D) The Lessee shall submit to the County for the County's written approval detailed plans (as the "Construction Drawings") for site utilization for the Lessee's Equipment. No installation shall commence until the County has approved the plans. Once the Construction Drawings are approved, no changes or modifications may be made without prior County approval. The County reserves the right to reject any proposal change or modification for any reason. The Lessee shall pay for all costs and expense relating to the installation of the Lessee's Equipment.

(E) The Lessee shall, at its sole cost and expense, obtain all Federal, State, County and other permits and authorizations required to construct, operate, or otherwise implement its use of the Premises and Lessee's Equipment, including but not limited to, any variance, special exception, or zoning certificate of use required under the Zoning Article of the Anne Arundel County Code. The Lessee shall provide the County with copies of all permits and authorizations, and no installations or other work will be performed by the Lessee until such permits and authorizations are submitted to the County. Upon request by the Lessee, the County shall make appropriate personnel available to provide technical information necessary for pursuing any application for a variance or special exception.

(F) All construction must be completed within six (6) months after execution of the Lease Agreement. The County reserves the right to approve all construction methods, materials, arrangement and restorations prior to placing the Lessee's Equipment into operation. If the construction is not completed within six (6) months of the County's approval, the County shall have the right to terminate this Lease Agreement, and the Lessee shall remain liable for all sums due under this Lease Agreement through the date of termination and shall forfeit all fees paid to the county under this Lease Agreement.

(G) The County must approve the persons or entities chosen by the Lessee to

install, maintain, and operate the Lessee's Equipment and that said installation, maintenance, and operation will in no way damage or interfere with the County's Operation, including use of the Water Tank. The Lessee shall install only such of the Lessee's Equipment that has been approved by the County.

(H) No installation on the Water Tank shall be undertaken by the Lessee at any time without the prior written consent and approval of the County.

(I) This Lease Agreement is conditioned upon the Lessee delivering to the County a Letter of Credit or a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) as security for removal of any of the Lessee's Equipment left by the Lessee and any necessary repairs or maintenance following termination of this Lease Agreement when this Lease Agreement has been signed by the Lessee and is presented to the County for signatures. Such Letter of Credit or Surety Bond shall be delivered to: Office of Central Services, Real Estate Division, 2660 Riva Road, Annapolis, Maryland 21401. Should the Lessee fulfill the terms of this Lease Agreement as to removal of Lessee's Equipment and necessary repairs and maintenance following termination of this Lease Agreement, then the Letter of Credit or Surety Bond shall be returned to the Lessee.

(J) In the event that any of the Lessee's Equipment is not approved for installation and, as a result of such disapproval, the Lessee is unable to use the Premises for the Permitted Use, the Lessee may elect to terminate this Lease Agreement in accordance with the terms of this Lease Agreement.

(K) No materials or techniques shall be used which will cause corrosion or rust or deterioration of the Water Tank structure or its appurtenances.

(L) At the County's discretion, all installation, repair, maintenance, or other activities of the Lessee requiring access to the Water Tank structure shall be performed in the

presence of and shall be subject to the direct inspection of a designated employee or agent of the County. Such representative of the County shall have the authority to direct any employee or agent of the Lessee who is working on the Water Tank to cease any activity when such direction is necessary to protect the County property or the County's Operation.

(M) The Lessee shall perform all work in a good and workmanlike manner, and in such a manner as to not interfere with any aspect of County property or the County's Operation.

7. MAINTENANCE AND NORMAL OPERATIONS:

(A) The Lessee shall have access to the Water Tank only under the terms and conditions set forth in this Lease Agreement. The Lessee shall notify the County Water Operations as identified in Paragraph 24 of this Lease Agreement, of its desire and intention to perform any non-emergency maintenance on the Lessee's Equipment which requires access to the Water Tank at least thirty-six (36) hours before such work commences. Should the Lessee require immediate access to the Water Tank for emergency repairs, the Lessee shall secure permission from the County's Water Operations representative as identified in this Lease Agreement.

(B) The Lessee shall maintain the Lessee's Equipment in proper operating condition and maintain the site in satisfactory condition as to appearance and safety. The Lessee shall inspect the Lessee's Equipment which is attached to the Water Tank on a regular basis, but in no event less than annually, and shall submit a written statement of its findings to the County.

(C) No changes or modifications from the approved Lease Exhibits or Construction Drawings may be made without prior County approval. The County reserves the right to reject any proposed change or modification for any reason.

(D) The Lessee shall be responsible for the removal of the Lessee's Equipment at any time requested by the County to allow the County to perform maintenance on the Water Tank.

The County shall give the Lessee at least thirty (30) days prior written notice of when the maintenance will begin. The Lessee acknowledges that it understands that the County cannot indicate in advance the exact length of any maintenance period and that a maintenance period may be in excess of 120 days. The County shall not be responsible for any relocating of the Lessee's Equipment, including securing a temporary location, obtaining all permits and other required approvals, and protecting and relocating Lessee's Equipment during any maintenance period .

(E) It is the responsibility of the Lessee to maintain the leased Premises. Landscaping may be required at the discretion of the County.

(F) Lessee's Equipment must meet the noise requirements of the County. Upon written notice from the County that any of Lessee's Equipment emits noises that cause a conflict between the County and neighboring landowners or that violate County law, the Lessee shall take all steps necessary to correct and reduce the noise to the satisfaction of the County. If within thirty (30) days of receipt of such notification the Lessee is unable to bring the noise to satisfactory levels, the Lessee shall immediately remove or replace Lessee's Equipment causing the noise.

8. **MODIFICATION REQUESTS:** During the term of the lease, if the Lessee wants to make any change or modification to the Lessee's Equipment, the Lessee shall make its request in writing and specify in detail the proposed change or modification. The County will respond to any such request within twenty (20) working days of receipt. The County reserves the right to reject any proposed change or modification for any reason. The County will not unreasonably withhold its approval of a request for such a modification. If modifications to Lessee's Equipment are requested, Lessee's Equipment may include no more than twelve (12) antenna components.

9. **UTILITIES:**

(A) Should the Lessee require electrical power, telephone, or utilities of any kind

for any purpose, the Lessee shall be responsible for acquiring such utilities and for ensuring that they are separately metered from the County's utilities. The Lessee shall pay all charges for all utilities used by the Lessee on the Premises directly to the utility provider.

(B) The Lessee is solely responsible for any backup emergency power system it may require.

(C) The Lessee shall be responsible for the expansion or improvement of the utility services, under the supervision of the County, should the Lessee require such expansion or improvement. The Lessee shall be responsible for the installation from the site of existing utility services to the Lessee's Equipment. The County shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises and no such failure or interruption shall entitle the Lessee to terminate this Lease Agreement.

10. **PEACEFUL POSSESSION:** The County covenants that the Lessee, upon the payment of Rent and the performance of the covenants and conditions of this Lease Agreement, shall and may peaceably and quietly have, hold, and enjoy the Premises for the term of this Lease Agreement. The County expressly reserves the right to enter into additional or subsequent Leases of portions of the Water Tank with others, provided, however, that no subsequent Lease shall interfere with the rights of the Lessee under this Lease Agreement.

11. **TAXES:** The Lessee is solely responsible for any and all taxes assessed by reason of the installation by the Lessee of the Lessee's Equipment, which taxes shall be paid promptly by the Lessee when due.

12. **LESSEE'S PROPERTY:**

(A) The Lessee's Equipment placed on the Premises by the Lessee shall be and remain the property of the Lessee, and upon the termination of the Lease Agreement, the Lessee

shall, subject to the provisions of Paragraph 4 of this Lease Agreement, enter onto the Premises and remove Lessee's Equipment, including fixtures. Upon removal of Lessee's Equipment by the Lessee, the Lessee agrees to restore the Premises, including the Water Tank, to its condition prior to installation. However, the Lessee may request prior approval from the County to leave in place any item which is directly connected to the Water Tank, the removal of which would affect the structure of the Water Tank. Such items shall then become the property of the County, without the requirement of any or further compensation. Notwithstanding anything herein to the contrary, the parties agree that only so much of the item needed to ensure the integrity of the Water Tank may be left on the Water Tank under this Paragraph. Nothing contained in this Paragraph or in this Lease Agreement shall presume or infer that the Lessee shall have or has any right to hold over; and, at such time, the Lessee shall be a tenant at sufferance. Further, the Lessee shall be subject to immediate judicial proceedings to enforce this Paragraph and all other provisions of this Lease Agreement.

(B) Subject to Paragraph (A) of this section, the Lessee shall, within thirty (30) calendar days after the expiration or other termination of this Lease Agreement, remove all of the Lessee's Equipment from the Premises. In the event of labor disputes, adverse weather conditions, acts of God, or any other condition beyond the reasonable control of the Lessee, which shall prevent the removal of the Lessee's Equipment from the Premises within the thirty (30) calendar day period, the Lessee shall be allowed an additional reasonable period of time to remove such equipment. In the event that the Lessee fails to remove any of the Lessee's Equipment from the Premises within thirty (30) calendar days (or additional period allowed as set forth herein), the County shall have the equipment removed and disposed of at the Lessee's expense.

13. **MATERIALS AND CLAIMS:** All materials furnished for any work done on the

Premises by the Lessee shall be at the Lessee's sole cost and expense. The Lessee agrees to protect the Premises and the County from all claims of contractors, laborers, and materialmen.

14. **INSURANCE:** At all times during the term of this Lease Agreement, including the time for removal of Lessee's Equipment as provided for in this Lease Agreement, the Lessee shall obtain, pay all premiums for, and file with the County Office of Central Services, Real Estate Division, written evidence of payment of premiums and executed duplicate copies of the following:

(A) A commercial general liability policy indemnifying, defending, and saving harmless the County and its agents and employees from all claims, suits, costs, losses, and expenses that may in any manner result from or arise out of the use or occupancy of the Premises, including the Water Tank, by the Lessee, and including the installation, maintenance, operation, repair, removal, use, or existence of the Lessee's Equipment, with a minimum bodily injury limit of \$1,000,000 per injury or death of any one person and an aggregate limit of \$3,000,000 for injury or death of two or more persons in any one occurrence. Such insurance shall name Anne Arundel County, Maryland, its agents and employees, as additional insureds.

(B) Property damage insurance indemnifying, defending, and saving harmless the County and its agents and employees from all claims, suits, costs, losses, and expenses with a minimum liability limit of \$1,000,000 for property damage to the property of any one person and an aggregate limit of \$3,000,000 for property damage to the property of two or more persons in any one occurrence. Such insurance shall name Anne Arundel County, Maryland, its agents and employees, as additional insureds.

(C) Within thirty (30) days from execution of this Lease Agreement, the Lessee shall deliver to the County a policy or certificate evidencing compliance with the insurance requirements of this Lease Agreement. Such initial policy or certificate and subsequent policies or

certificates shall be delivered to: Office of Central Services, Real Estate Division, 2660 Riva Road, Annapolis, Maryland 21401.

(D) The policies required by this Lease Agreement shall be in a form reasonably satisfactory to the Anne Arundel County Attorney and shall require thirty (30) calendar days written notice of any cancellation to both the County and the Lessee. The Lessee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the County written evidence of payment of premiums and duplicate copies of any replacement for insurance so canceled within thirty (30) calendar days following receipt by the County or the Lessee of any notice of cancellation.

15. **LIABILITY AND INDEMNITY:** The Lessee agrees to indemnify, defend, and save the County harmless from and against any liability and all claims of whatever nature arising from or claimed to arise from any act or omission of the Lessee, or its contractors, licensees, agents, servants, or employees, or arising from any incident, injury, or cause whatsoever to any person or to any property occurring in, on, or about the Premises or any part thereof or outside the Premises. The Lessee's obligation includes all costs, expenses, and liabilities incurred in connection with any claim or proceeding, including the reasonable expense of investigating and defending any such claim or proceeding.

16. **OPERATION OF COUNTY'S EQUIPMENT:** The County shall maintain and operate its equipment in compliance with all applicable regulations of the Federal Communications Commission. If the Lessee has reason to believe that the County's equipment is interfering with the operation of the Lessee's Equipment, the Lessee shall give written notice of suspected interference to the County. Within forty-eight (48) hours of receipt of such notice, the County shall dispatch authorized representatives to inspect and test the County's Operation and equipment. If, after a technical evaluation, the County determines that the County's Operation is causing interference with

the operation of the Lessee's Equipment, the County shall promptly correct the condition which causes such interference, UNLESS the County determines that the correction of the condition is not necessary to achieve compliance with Federal Communications Commission regulations and is not in the County's best interest. In that event, the Lessee shall have the right to terminate the Lease Agreement, and, upon termination, the County shall refund to the Lessee a prorated amount of Rent paid.

17. **REPAIRS AND RESTORATION:**

(A) If at any time during the Term hereof the Water Tank is destroyed or damaged other than through acts or omissions of the Lessee, the County shall advise Tenant within thirty (30) days of said damage or destruction of the County's intent to repair or reconstruct. If the County determines that the Water Tank is no longer required by the County, then the County may elect not to repair or reconstruct and may terminate this Lease Agreement. In the event that the County terminates this Lease Agreement pursuant to this Paragraph, the County shall refund to the Lessee a prorated amount of the Rent paid to the date of termination.

(B) If the County repairs or restores the Water Tank, the Lessee shall continue its Permitted Use to the extent reasonably practicable from the standpoint of prudent business management. If the Lessee's Permitted Use of the Premises is impaired during the period of repair or restoration, the term of the Lease Agreement shall be extended for a period equal to the period during which the Lessee's Permitted Use was impaired. The Lessee shall have no other claim against the County for any damage, including for destruction, repair, restoration, loss of use, lost profits, or other incidental or consequential damages. Upon completion of such repair or restoration, the Lessee shall promptly re-equip the Premises to a condition substantially equal to that which existed prior to the damage or destruction, if the Lessee continues its operations on the Premises.

(C) In the event of damage to or destruction of the Water Tank, the County shall have no obligation to restore or repair Lessee's Equipment, to pay for the restoration or repair of Lessee's Equipment, or for any damages as a result thereof, including for loss of use and lost profits.

18. **TERMINATION:**

(A) In the event that (1) the Lessee makes proper application for any required variance or special exception under the Zoning Article of the Anne Arundel County Code, but the application is denied or (2) approval of the application is subsequently vacated by a final order of a Court of competent jurisdiction, or (3) the County disapproves any of the Lessee's Equipment identified on Exhibit B and such disapproval results in the Lessee's inability to use the Premises for the Permitted Use (any of which events shall hereafter be referred to as "Denial"), the Lessee may elect to terminate this Lease Agreement as provided in this Paragraph. Lessee must notify the County in writing within ninety (90) calendar days of the receipt of notice of Denial that the Lessee elects to terminate this Lease Agreement. In the event the Lessee elects to terminate this Lease Agreement pursuant to this Paragraph prior to the Commencement Date, the Lessee shall not be responsible for payment of Rent due under this Lease Agreement if termination occurs prior to the Commencement Date. If termination pursuant to this Paragraph occurs on or after the Commencement Date, the County shall refund to the Lessee a prorated amount of the Rent paid, excluding the inspection fee described in Section 4 of this Lease Agreement.

(B) The Lessee may voluntarily terminate this Lease Agreement 60 days after written notification to the County. Lessee's Equipment must be removed within 60 days of written notification to County Water Operations. Except as otherwise specifically provided in this Lease Agreement, the Lessee shall not be entitled to a refund or rebate of any portion of the Rent paid hereunder. If the Lessee ceases to use the Premises for the Permitted Use, including any approved

change or modification thereto, for a period of 30 days or more, the Lessee shall remove all the Lessee's Equipment, as required by this Lease Agreement, and vacate the Premises. Rent as set forth in this Lease Agreement must be paid until the Lease is terminated and all of the Lessee's equipment has been removed from the Premises.

(C) The County may terminate this Lease Agreement at its sole discretion. If the County elects to terminate the Lease Agreement under this Paragraph, the County shall give the Lessee not less than six (6) months prior written notice and, as the Lessee's sole remedy, the County shall refund to the Lessee a prorated amount of the Rent paid, excluding the inspection fee described in Paragraph 4 of this Lease Agreement.

(D) **DEFAULT AND EFFECT OF DEFAULT:** Each of the following events shall constitute a default of this Lease Agreement by the Lessee ("Default"): (1) the Lessee's failure to pay Rent or other sums herein specified within ten (10) calendar days after receipt of written notice of said default; or (2) the Lessee's failure to perform or comply with any of the conditions or covenants of this Lease Agreement and such failure continuing for a period of thirty (30) calendar days after written notice to the Lessee. In the event of Default, the County may, at its sole discretion, provide the Lessee with thirty (30) days written notice of its intent to terminate this Lease Agreement, without prejudice to any other remedy which the County might be entitled to pursue, including the County's rights under this Lease Agreement to eliminate any interference caused by the Lessee's Equipment. No portion of Rent or the inspection fee shall be refunded in the event of a termination based on Default.

19. **HOLDING OVER:** Any holding over after the expiration of the term hereof, with the consent of the County, shall be construed to be a tenancy at sufferance, and, for each month or any part thereof, the County shall be entitled to payment of the annual Rents (as calculated pursuant

to this Lease Agreement) divided by twelve (12).

20. **AGREEMENT ASSIGNMENT:** Except as otherwise provided herein, the Lessee shall neither sell, assign or transfer this Lease Agreement nor sublet this Lease Agreement without the prior written approval of the County, which approval may be withheld in the sole and absolute subjective discretion of the County. Notwithstanding anything to the contrary in this Lease, the Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity or agent on behalf of any financing entity to whom the Lessee (i) has obligations for borrowed money or in respect of guarantees thereof, or (ii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof, provided any such action by the Lessee shall not in any way reduce, diminish or negate any rights or interests of the County under this Lease, especially the Lessee's obligations set forth in the first two sentences of this Paragraph 20.

21. **BINDING EFFECT:** All of the terms, covenants, rights, liabilities and conditions of this Lease Agreement apply to and are binding upon the respective heirs, executors, administrators, successors, and assigns of the parties.

22. **SEVERABILITY:** Any provision of this Lease Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

23. **HEADINGS:** The Paragraph captions contained in this Lease Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

24. **PRIOR AGREEMENTS:** This Lease Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease Agreement, and no

agreement or understanding pertaining to any such matter shall be effective for any purpose. This Lease Agreement shall not be amended except by an agreement in writing signed by the parties hereto or their respective successors in interest.

25. NOTICES:

(A) All notices and demands required in this Lease Agreement shall be deemed duly served if sent by one party to the other party, registered or certified mail, return receipt requested, postage prepaid, to the address of said party set forth below or to such other address as said party may from time to time designate in writing:

LESSEE:

Address _____
Address _____
ATTN: _____

WITH COPIES TO:

Address _____
Address _____
ATTN: _____

Telephone: _____
Fax: _____

COUNTY:

Utility Administrator
Water Operations
Bureau of Utility Operations Department of Public Works
435 Maxwell Frye Rd.
Millersville, MD 21108
(410) 222-8410

WITH COPIES TO:

Office of Central Services
Real Estate Division
2660 Riva Road, 3rd Floor
Annapolis, Maryland 21401

NOTIFICATION FOR ORDINARY AND EMERGENCY ACCESS TO TANK

Anne Arundel County Department of Public Works Bureau of Utility Operations
During Normal Business Hours: (410) 222-8410
Outside Normal Business Hours: 24-Hour (410) 222-8400

26. **WAIVERS:** No waiver by the County of any provision of this Lease Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach of the Lessee of the same or any consent or approval shall not be deemed to render unnecessary the obtaining of the County's consent to or approval of any subsequent act by the Lessee whether or not similar to the act so consented to or approved.

27. **RECORDING:** The Lessee shall not record this Lease Agreement without the written consent of the County.

28. **GOVERNING LAW, JURISDICTION AND VENUE:** This Lease Agreement shall be governed by Maryland law and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Anne Arundel County.

29. **GOVERNMENTAL IMMUNITY:** Notwithstanding any provision of this Lease Agreement to the contrary, nothing contained herein shall preclude Anne Arundel County from pleading governmental immunity in actions brought against it.

IN WITNESS THEREOF, the parties hereto have caused this Lease Agreement to be duly executed as of the day and year first above written.

ATTEST:

LESSEE:

(SEAL)

BY: NAME:

TITLE:

DATE:_____

ATTEST:

COUNTY:
ANNE ARUNDEL COUNTY, MARYLAND

_____(SEAL)
BY: Dennis Callahan, Chief Administrative Officer
for John R. Leopold, County Executive

DATE: _____

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Office of Law Date

APPROVED:

Director, Department of Public Works Date

Central Services Officer Date

Information Technology Officer Date

EXHIBIT A

The Site Utilization Plan(s) will be included with the Lease Agreement as Exhibit A following County review and approval of the plan.

EXHIBIT B

Equipment drawings and specifications will be included as Exhibit B following the review and approval by the County.

EXHIBIT C

Unless changes are authorized and approved by the Anne Arundel County Department of Public Works, Water Operations Division, the following Special Provisions are to be used in the preparation of the Site Utilization Plan (Exhibit A) and Equipment Plans (Exhibit B).