

# PROPOSED

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2021, Legislative Day No. 5

Bill No. 23-21

Introduced by Ms. Lacey, Chair  
(by request of the County Executive)

and by Ms. Pickard and Ms. Rodvien

By the County Council, March 1, 2021

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Introduced and first read on March 1, 2021  
Public Hearing set for April 5, 2021  
Bill Expires June 4, 2021

By Order: Laura Corby, Administrative Officer

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## A BILL ENTITLED

1 AN ORDINANCE concerning: Approval of Second Amendment of Lease Agreement of  
2 certain County-owned property to Robert A. Pascal Youth and Family Services, Inc.

3  
4 FOR the purpose of approving a second amendment to the lease of County-owned property  
5 to Robert A. Pascal Youth and Family Services, Inc. to extend the lease term for an  
6 additional fifteen years.

7  
8 WHEREAS, the County owns real property located in Crownsville, Maryland  
9 comprised of approximately 5 +/- acres, identified as Parcel 11 on County Tax Map  
10 38, and more particularly described in a deed recorded in the Land Records of Anne  
11 Arundel County in Liber 3210, Page 189 (“Property”); and

12  
13 WHEREAS, by Lease Agreement dated April 25, 2019, and amended on May 13,  
14 2020 (collectively, “Lease Agreement”), the County leased part of the Property,  
15 designated and known as 43 Community Place, Crownsville, Maryland 21032, to  
16 Robert A. Pascal Youth and Family Services, Inc.; and

17  
18 WHEREAS, the term of the Lease commenced on June 1, 2019, and is set to expire  
19 on April 30, 2022; and

20  
21 WHEREAS, Robert A. Pascal Youth and Family Services, Inc. is desirous of  
22 amending the Lease Agreement to extend the Lease term for an additional fifteen  
23 years, to expire on April 30, 2037, as set forth in the Second Amendment of Lease  
24 Agreement, a copy of which is attached hereto as Exhibit A; and

1       WHEREAS, § 8-3-301 of the County Code requires that certain leases of County-  
2       owned property that specify a term, including renewal options, of three years or  
3       more, be approved by ordinance of the County Council; now, therefore,  
4

5       SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland,*  
6       That the Second Amendment of Lease Agreement, attached hereto as Exhibit A, is hereby  
7       approved.  
8

9       SECTION 2. *And be it further enacted,* That this Ordinance shall take effect 45 days  
10      from the date it becomes law.

**SECOND AMENDMENT OF LEASE AGREEMENT**

**THIS SECOND AMENDMENT OF LEASE AGREEMENT** (hereinafter “Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (the "County") and **ROBERT A. PASCAL YOUTH AND FAMILY SERVICES, INC.**, a Maryland non-profit organization (the “Lessee”).

**WITNESSETH:**

**WHEREAS**, the County owns certain property located in Crownsville, Maryland comprised of approximately 5 +/- acres, identified as Parcel 11 on County Tax Map 38, and more particularly described in a deed recorded in the Land Records of Anne Arundel County in Liber 3210, page 189 (“Property”); and

**WHEREAS**, by Lease Agreement dated April 25, 2019 and amended on May 13, 2020 (collectively the “Lease”), County leased to Lessee part of the Property known as 43 Community Place, Crownsville, Maryland 21032; and

**WHEREAS**, the Lease term commenced on June 1, 2019 and expires on April 30, 2022; and

**WHEREAS**, Lessee desires to amend the Lease to extend the Lease term for a period of fifteen (15) years, and County agrees to the extension, subject to the following terms and conditions..

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound, hereby agree that the Lease is hereby amended, effective as of the date hereof, as follows:

1. The term of the Lease shall be extended for fifteen (15) years, and shall thus expire on April 30, 2037.

2. Except as modified by this Amendment, the Lease shall continue in full force and effect in accordance with the terms thereof.

3. The Lessee certifies that this Amendment has been duly authorized and approved by all required organizational action of the Lessee. The person executing this Amendment on behalf of the Lessee certifies that he or she has the legal and organizational authority to do so.

4. Any capitalized terms not defined herein shall have the meaning given them in the Lease.

5. Counterparts and Electronic Signatures. This Amendment may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. Electronic signatures hereon shall be deemed valid to the same extent as originals.

6. This Amendment is contingent upon approval by the Anne Arundel County Council, as required by Anne Arundel County Code, Article 8, § 3-301. If this Amendment is not approved, then it shall be null and void ab initio and of no further effect.

[Signature page to follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their duly authorized representatives, all as of the day and year first above written.

**ATTEST:**

**ANNE ARUNDEL COUNTY, MARYLAND**

\_\_\_\_\_

BY: \_\_\_\_\_  
Matthew J. Power                      Date  
Chief Administrative Officer for  
Steuart Pittman, County Executive

**ROBERT A. PASCAL YOUTH AND FAMILY SERVICES, INC.**

\_\_\_\_\_

BY: *Katherine Bonincontri*                      02/17/2021  
Printed Name: Katherine Bonincontri                      Date  
Title: President and Executive Director

**APPROVED FOR FORM AND LEGAL SUFFICIENCY**  
**GREGORY J. SWAIN, COUNTY ATTORNEY**

By: \_\_\_\_\_  
Christine B. Neiderer, Assistant County Attorney                      Date

**APPROVED:**

\_\_\_\_\_  
Christine A. Romans                      Date  
Central Services Officer

**EXHIBIT A**

