

Tax Credit Application No. _____
Maintenance Agreement No. _____
Property Tax Account No. _____

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "Agreement") is made this _____ day of _____ 20__ by and between _____ (the "Owner") and **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic and political subdivision of the State of Maryland.

WHEREAS, the Owner is the fee simple owner of the property commonly known as _____ [address, city, zipcode], Howard County, Maryland, and also shown on Howard County Tax Map No. __, as Parcel No. __, (the "Property") which Property is within the commercial or industrial zoning district located adjacent to Route 1.

WHEREAS, in accordance with Section 20-129D of the Howard County Code (the "Code"), the Owner received a Certificate of Eligibility for the Route 1 Tax Credit for the completion of renovations to the Property. The County approved a real property tax credit against the County's real property tax on the Owner's Property based upon the completed renovations approved on _____ [date] listed in the Certificate of Eligibility (the "Improvements").

WHEREAS, the Code requires that the recipient of a Route 1 Tax Credit to enter into a contract with the County that may include, without limitation, conditions regarding maintenance of the Property.

NOW, THEREFORE, in consideration of the foregoing recitals hereby incorporated herein, the grant of the Route 1 Tax Credit on the Property, and the covenants and agreements herein, the Owner, and the Owner's successors and assigns, and the County agree as follows:

1. **Maintenance of Improvements:** The Owner hereby stipulates full awareness, understanding and acceptance of the Owner's responsibilities under this Agreement. During each fiscal year in which the Owner receives a Tax Credit for the Improvements, the Owner shall maintain the Improvements in good condition and, when repair or restoration of any part of the Improvements is required, shall properly repair and restore the Improvements to a good condition. The Improvements which are the subject of the Certificate of Eligibility are: _____.

2. **Term:** This Agreement shall be recorded among the Land Records of Howard County, Maryland and shall remain in effect for a period of four (4) years

3. **Inspection:** The County has the right to inspect the Property to confirm maintenance of the Improvements and to conduct non-scheduled periodic inspections at any time.

The Owner grants the County the right to enter upon the Property without the necessity of further permission from the Owner to conduct inspections of the Improvements. The County may notify the Owner of any deficiencies in the Improvements that are found during inspection.

4. **Enforcement of Maintenance Requirement:** If the Owner has not corrected deficiencies in the Improvements within thirty (30) days after notification by the County of such deficiencies, the County may discontinue all or a portion of the remaining Tax Credit.

5. **Notices:** All notices, demands, consents, approvals, requests or other communications or documents to be provided hereunder to a party hereto shall be (a) in writing and (b) deemed to have been provided (I) upon delivery or refusal to accept delivery if sent by certified or registered mail in the United States mails, postage prepaid, return receipt requested, to the address of such party set forth herein below or to such designee from time to time appointed by written notice to the other party hereto, or (ii) if such party's receipt thereof is acknowledged in writing, upon being given by hand or other actual delivery to the Owner at the Property; and to the County addressed to the Director of Planning and Zoning with a copy to the Director of Finance, George Howard Building, 3430 Court House Drive, Ellicott City, Maryland 21043. Either party to this Agreement may change its address by written notice to the other party.

6. **Law of Maryland:** This Agreement shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, as of the day and year first above written.

(Signatures begin on the following page)

WITNESS/ATTEST:

OWNER:

By: _____ (SEAL)

Name:
Title:

STATE OF MARYLAND, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 201_, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared _____, the _____ of The Savage Limited Liability Company in the within Maintenance Agreement, and she or he acknowledged the same to be her or his act for the purposes stated therein.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

(County signatures on following page)

ATTEST:

**AGREED and APPROVED
HOWARD COUNTY, MARYLAND**

Lonnie R. Robbins
Chief Administrative Officer

BY: _____ (SEAL)
Allan H. Kittleman
County Executive

APPROVED:

Valdis Lazdins, Director
Department of Planning and Zoning

APPROVED FOR SUFFICIENCY OF FUNDS

Stanley J. Milesky, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this _____ day of _____, 2017.

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Kristen Bowen Perry, Assistant County Solicitor

STATE OF MARYLAND, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Allan H. Kittleman, the County Executive for Howard County, Maryland, a party to the within Maintenance Agreement, who acknowledged the same to be the act of the County and that he executed the foregoing Maintenance Agreement for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires: _____

After Recording, Return To:
Howard County, Maryland
Department of Planning & Zoning
3430 Court House Drive
Ellicott City, Maryland 21043