

Application No. _____
Maintenance Agreement No. _____

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "Agreement") is made this _____ day of _____, 20__, by and between [_____] (the "Owner") OR _____ and _____ (collectively, 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], Howard County, Maryland, and also shown on Howard County Tax Map No. _____, as Parcel No. _____, in the _____ Election District, Tax Account No. _____ (the "Property").

WHEREAS, in accordance with Section 20-129D of the Howard County Code (the "Code"), the Owner submitted to the County an Application for Certificate of Eligibility Pre-Approval on _____, 20__ and a Final Tax Credit Claim on _____, 20__, and received approval from the County on _____, 20__ (collectively, the "Approved Application") for a real property tax credit against the County real property tax (the "Tax Credit") on Owner's Property which is commercial or industrial property that has qualified as renovated, upgraded, or rehabilitated property adjacent to Route 1 and located in the County for the eligible improvements listed in the Approved Application (the "Improvements").

WHEREAS, the Code provides that the recipient of a Tax Credit for eligible improvements shall enter into a contract with the County that may include, without limitation, conditions regarding maintenance of the property.

WHEREAS, the Owner, as recipient of a Tax Credit for the Improvements, is required to enter into this Agreement.

NOW, THEREFORE, in consideration of 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 Improvement to working condition, as verified upon the completion of the work. The repairs, renovations, and restorations which are the subject of the Certificate of Eligibility shall be performed in accordance with the approvals granted by the County. The Owner hereby agrees to perform or cause to be performed preventive maintenance on the Improvements to ensure their proper

functioning. No provision herein shall be construed to waive the responsibility of the Owner to correct any defects or deficiencies in the construction of the Improvements in accordance with the approvals granted by the County.

2. **Recordation/Covenants to Run with Land**: The rights, obligations and waivers set forth in this Agreement shall run with the land in perpetuity and shall bind all personal representatives, heirs, successors and assigns of the Owner or any other person or entity now or hereafter owning fee simple title to the Property or the Improvements thereon. The County may record this Agreement. The Owner and each successor owner shall notify the County of each conveyance of the Property.

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 the Tax Credit.

5. **Indemnification**: The Owner shall indemnify, defend and save the County harmless from and against all claims, actions, damages, liability and expense, including reasonable attorney's fees and the County's cost of defense, in connection with loss of life, bodily or personal injury and/or damage to property (a) arising from the condition or use of the Property and/or the Improvements located thereon, or (b) occasioned all or in part by any act or omission of the parties to this Agreement in the performance of their respective responsibilities under this Agreement, except to the extent that such loss of life, personal injury and/or damage to property is a result of gross negligence or willful misconduct by the County, its agents and employees.

6. **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.

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

State of Maryland.

8. **Defined Terms**: Unless indicated otherwise, terms and phrases used in this Agreement, including without limitation capitalized terms not otherwise defined herein, shall have the same meaning as ascribed to them in the Approved Application.

9. **Controlling Agreement**: In the event of any inconsistency or ambiguity between the provisions of this Agreement and the provisions of the Approved Application, the provisions of this Agreement shall control.

10. **Recitals**. The recitals above are hereby incorporated into and made a part of this Agreement.

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

WITNESS/ATTEST:

OWNER:

_____ (SEAL)

_____ (SEAL)

**AGREED and APPROVED:
HOWARD COUNTY, MARYLAND**

ATTEST:

Lonnie R. Robbins
Chief Administrative Officer

BY: _____(SEAL)
Allan 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 AS TO FORM AND LEGAL SUFFICIENCY

this ____ day of _____ 20__.

Gary W. Kuc
County Solicitor

Reviewing Attorney:

[Name]
Assistant County Solicitor

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 Owner 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: _____

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 Allan 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: _____

THIS IS TO CERTIFY that this instrument was prepared by Howard County, Maryland, a party to the Agreement.

[Name], [Title]
[Department or Division]

After Recording, Return To:
Howard County, Maryland
_____ Division
3430 Court House Drive
Ellicott City, Maryland 21043