

**BOARD OF EDUCATION OF HARFORD COUNTY  
INFORMATIONAL BOARD REPORT**

**DECISION ON**

**SURPLUS OF BOARD PROPERTY  
KNOWN AND DESIGNATED AS PROPOSED PARCEL 2  
HARFORD COUNTY PUBLIC SCHOOLS  
TAX MAP 602 PARCEL 2274 & PART OF PARCEL 2276  
HAVRE DE GRACE, HARFORD COUNTY, MARYLAND  
AND  
DECISION ON PRIVATE ACCESS EASEMENT FOR  
GEOTHERMAL FIELD ASSOCIATED WITH  
PARCEL 2**

**MARCH 10, 2025**

Background Information:

The Board owns certain real property and improvements thereon described as follows:

Proposed Parcel 2, Harford County Public Schools, Tax Map 602, Parcel 2274 & Part of Parcel 2276, Havre de Grace, Harford County, Maryland consisting of 233,880 square feet or 5.369 acres of land, more or less, as more fully described in the attached metes and bounds description dated February 7, 2020, and prepared by KCI Technologies and shown in the attached sheets 1 and 2 of the consolidated and Subdivision Plat entitled Havre de Grace High School prepared by KCI Technologies and dated November 5, 2019, hereinafter referred to as the "Subject Property."

Proposed Access Easement across the property of Harford County Public Schools, Tax Map 602, Parcel 2276, Havre de Grace, Harford County, Maryland consisting of 33,487 square feet or 0.769 acres of land, more or less, as more fully described in the attached metes and bounds description dated February 7, 2020, and prepared by KCI Technologies and shown in the attached sheets 1 and 2 of the consolidated and Subdivision Plat entitled Havre de Grace High School prepared by KCI Technologies and dated November 5, 2019, hereinafter referred to as the "Subject Property."

Discussion:

Section 4-115 of the Education Article of the Maryland Annotated Code and related Maryland State Board of Education regulations, and Maryland State Department of Education procedures mandate that before a local board of education may transfer ownership of real property, the local board must find that the real property is no longer needed for school purposes. Further, Section 4-115 requires that in the event of any such transfer, the real property must be conveyed to the local county government.

Please see attached Ground Lease document by and between the Board of Education of Harford County and Harford County, Maryland, dated February 13, 2006. Please refer to page 7; item 20, regarding future surplus. Due to the completion of the New Havre de Grace Middle/High School at 445 Lewis Lane, the parcel of property described as a 5.369 acre parcel located at 401 Lewis Lane, Havre de Grace, Maryland, known as Parcel 2 on Tax Map 602, Parcel 2274 & Part of Parcel 2276,

adjacent to the former Havre de Grace Middle School is no longer used or needed by Harford County Public Schools.

As a result, the Superintendent, in consultation with Mrs. Cathy Bendis, Assistant Superintendent for Operations, has determined that the Subject Parcel is no longer needed for school purposes. It is Harford County Public Schools' understanding that, upon the Board's approval of the Superintendent's recommendation, i.e., that the Subject Property be declared surplus and conveyed to the County.

The State, by action of the Inter-Agency Commission on School Construction on March 9, 2023, approved the disposal and transfer of the Subject Parcel.

**Superintendent's Recommendation:**

The Superintendent of Schools recommends that, for the reasons explained above, the Board declare the Subject Property surplus pursuant to section 4-115 of the Education Article of the Maryland Code and authorize the Superintendent to execute, on behalf of the Board, such deed and/or other documents as may be necessary to convey the Subject Property to Harford County, Maryland, in fee simple.

**Attachments:**

1. KCI Metes and Bounds Description of Subject Parcel dated February 7, 2020.
2. Consolidation and Subdivision Plat High School dated November 5, 2019.
3. Havre de Grace Youth/Senior Center Lease document dated February 27, 2006.
4. Form of Deed Conveying the Subject Parcel to the Harford County Government.







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936 RIDGEBROOK ROAD • SPARKS, MD 21152 • 410-316-7800 • (FAX) 410-316-7853

**Legal Description  
Proposed Lot 2  
Harford County Public Schools  
Tax Map 602 Parcel 2274 & part of Parcel 2276  
Havre De Grace, Harford County, Maryland**

Beginning for the same at a point at the intersection of the southeasterly right of way line of National Railroad Passenger Corporation, and the northeasterly right of way line of Lewis Lane, said point at the beginning of the 2<sup>nd</sup> or North 47 degrees 19 minutes East 79.66 foot line of a deed dated March 15, 1965, from Robert A. Hell to the Board of Education of Harford County, recorded among the Land Records of Harford County, Maryland in Liber 678 at Folio 342, said point also being known as point number 208 as shown on a plat entitled "Consolidation and Subdivision Plat, Havre de Grace High School" intended to be recorded among the Plat Records of said county; thence binding on said southeasterly right of way of the railroad, with meridian reference to Maryland State meridian north

1. North 36 degrees 55 minutes 19 seconds East 79.66 feet; thence
2. By a curve, to the right, having a radius of 7539.49 feet, and an arc length of 416.02 feet, said curve having a chord bearing North 37 degrees 56 minutes 19 seconds East 415.96 feet; thence leaving said right of way line and running for a new line of division through a tract of land described in a deed dated February 25, 1965 from G. Hessler Livezey Jr. and wife to the Board of Education of Harford County, recorded among said Land Records in Liber 678 at Folio 347
3. South 44 degrees 35 minutes 51 seconds East 433.59 feet; thence
4. South 45 degrees 24 minutes 09 seconds West 99.33 feet; thence
5. South 27 degrees 53 minutes 10 seconds West 18.72 feet; thence
6. South 45 degrees 20 minutes 40 seconds East 73.33 feet; thence
7. South 44 degrees 38 minutes 14 seconds West 396.15 feet to intersect said right of way line of Lewis Lane; thence binding on said line
8. North 45 degrees 27 minutes 42 seconds West 45.01 feet; thence
9. North 41 degrees 31 minutes 58 seconds West 407.63 feet to the point of beginning

Being all of the same tract of land as in a deed dated March 15, 1965, from Robert A. Hell to the Board of Education of Harford County, recorded among the Land Records of Harford County, Maryland in Liber 678 at Folio 342.

Being a part of the same tract of land as in a deed dated February 25, 1965 from G. Hessler Livezley Jr. and wife to the Board of Education of Harford County, recorded among the Land Records of Harford County, Maryland in Liber 678 at Folio 347.





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936 RIDGEBROOK ROAD • SPARKS, MD 21152 • 410-316-7800 • (FAX) 410-316-7853

**Legal Description  
Proposed Access Easement  
across the property of  
Harford County Public Schools  
Tax Map 602 Parcel 2276  
Havre De Grace, Harford County, Maryland**

Commencing for the same at a point on the southeasterly right of way line of National Railroad Passenger Corporation, said point being at the end of the 2<sup>nd</sup> or North 47 degrees 19 minutes East 79.66 foot line of a deed dated March 15, 1965, from Robert A. Hell to the Board of Education of Harford County, Maryland, recorded among the Land Records of Harford County, Maryland in Liber 678 at Folio 342, said point being known as point number 164, as shown on a plat, entitled "Consolidation and Subdivision Plat, Havre de Grace High School" intended to be recorded among the Plat Records of said county; thence binding on said southeasterly right of way of the railroad, with meridian reference to Maryland State meridian north

1. By a curve, to the right, having a radius of 7539.49 feet, and an arc length of 416.02 feet, said curve having a chord bearing North 37 degrees 56 minutes 19 seconds East 415.96 feet; thence
2. South 44 degrees 35 minutes 51 seconds East a distance of 128.43 feet to the true Point of Beginning; thence running for the outline of an Access Easement through the lands of the Board of Education of Harford County, as described in a deed dated February 25, 1965 from G. Hessler Livezey Jr. and wife to the Board of Education of Harford County, recorded among said Land Records in Liber 678 at Folio 347
3. North 44 degrees 34 minutes 08 seconds East 233.93 feet; thence
4. South 45 degrees 25 minutes 52 seconds East 242.49 feet; thence
5. South 44 degrees 34 minutes 08 seconds West 124.00 feet; thence
6. North 45 degrees 25 minutes 52 seconds West 211.46 feet; thence
7. South 44 degrees 34 minutes 08 seconds West 110.38 feet; thence
8. North 44 degrees 35 minutes 51 seconds West 31.04 feet to the point of beginning.

Containing 33,487 square feet or 0.769 acres of land more or less.

Being a part of the same tract of land as in a deed dated February 25, 1965 from G. Hessler Livezley Jr. and wife to the Board of Education of Harford County, recorded among the Land Records of Harford County, Maryland in Liber 678 at Folio 347.





**BOARD OF EDUCATION OF HARFORD COUNTY**

**102 S. Hickory Avenue  
Bel Air, Maryland 21014**

FEB 27 2006

**OFFICE OF GENERAL COUNSEL**



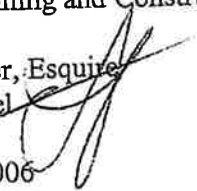
**PATRICK P. SPICER, Esquire**  
*General Counsel*  
**Ellen M. Petrick**  
*Executive Secretary*

Telephone: (410) 638-4005  
Fax: (410) 638-4022

**CONFIDENTIAL ATTORNEY/CLIENT  
COMMUNICATION**

**MEMORANDUM**

**TO:** Ms. Kathleen E. Sanner  
Director of Planning and Construction

**FROM:** Patrick P. Spicer, Esquire  
General Counsel 

**DATE:** February 27, 2006

**SUBJECT:** Havre de Grace Youth/Senior Center Lease

Please find transmitted herewith a photocopy of the above-referenced lease. The same is enclosed for your records. If you do not wish to retain it, you may simply shred it.

/emp  
Enclosure

**GROUND LEASE**

**by and between**

**BOARD OF EDUCATION OF HARFORD COUNTY**

**and**

**HARFORD COUNTY, MARYLAND**

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## GROUND LEASE

~~2005~~ THIS GROUND LEASE ("this Lease") is made this 13<sup>th</sup> day of February 2005, by and between the Board of Education of Harford County, a Maryland body corporate and politic (the "Landlord"), and Harford County, Maryland, a body corporate and politic of the State of Maryland (the "Tenant").

In consideration of the respective representations and agreements, the payment of the rent and performance of the covenants, terms, and conditions herein contained, Landlord and Tenant agree as follows:

### 1. DEMISED PROPERTY.

1.1 General. Landlord leases to Tenant and Tenant rents from Landlord all those parcels of land described below on Exhibit A attached hereto and made a part hereof (the "Land"). The Land is leased in its "as is" condition, subject to those title matters, conditions, restrictions, agreements, encumbrances and easements of record as of the date hereof, or the provisions hereof. The Land is described as follows.

a. All that parcel of land depicted as Lease Area as set forth on a site plan entitled "Havre de Grace Activities Center," which is attached hereto as Exhibit A and more particularly described in a metes and bounds description entitled "Lease Area, Havre de Grace Activities Center," which is attached as Exhibit B.

1.2 Improvements. Landlord acknowledges that Tenant intends to construct and operate a Youth/Senior Center and/or Multi-Generational Recreation Facility (the "Facility") on the Land. Tenant agrees that it will not construct or operate on the Land any improvements other than a Youth/Senior Center and/or Multi-Generational Recreation Facility provided, however, that Tenant shall be permitted to construct such other improvements (the "Improvements") at the Land which are ancillary to the operation of the Facility. The Facility and Improvements, if any, shall be used solely for activities related to the Havre de Grace Youth/Senior Center and/or Multi-Generational Recreation Facility described herein.

1.3 Use. Tenant agrees that the use of the Land, operation of the Facility and Improvements, if any, shall in no way interfere with the operation and functioning of the Havre de Grace Middle School, nor conflict with the educational mission of the Board of Education as more fully set forth in the Education Article of the Maryland Annotated Code as amended. By way of illustration and not limitation, Tenant agrees that it shall prohibit smoking and any use of tobacco products on the land whether exterior or interior of the improvements. Tenant shall obtain Landlord's consent with regard to any activity Tenant wishes to pursue at the land which is outside the scope of the ordinary activities pursued by Tenant at this or similar facilities, which said consent shall be obtained at least sixty (60) days prior to the commencement of any such activities. Landlord's consent in this regard shall not be unreasonably withheld.

2. DURATION OF TERM AND RENEWAL OPTION.

2.1 Term. The term of this Lease shall be for a period of ninety-nine (99) years (the "Initial Term") commencing on the date the Board of Estimates approves same (the "Commencement Date").

2.2 INTENTIONALLY OMITTED

3. RENT. Tenant shall pay Rent to Landlord as follows. On the Rent Commencement Date, Tenant shall pay Landlord One Dollar (\$1.00) as the rent for one year. Rent during the Term and all Renewal Terms shall be One Dollar (\$1.00) per year.

4. ALL IMPOSITIONS PAYABLE BY TENANT AS ADDITIONAL RENT.

4.1 General. In addition to the rent to be paid by Tenant under this Lease, and as a further part of the consideration to be paid by Tenant, Tenant covenants and agrees that, throughout the term of this Lease and during any renewal term, Tenant will pay, as additional rent, all Impositions (as that term is defined in Section 4.2) upon the Land, Facility or other Improvements as the same becomes due and payable, before any penalty attaches.

4.2 Definition of Impositions. The term "Imposition" means all real estate taxes, payments in lieu of real estate taxes, assessments, water, sewer or other rents, rates and charges, metropolitan district assessments and charges, sanitary commission assessments and charges, levies, license fees, permit fees, inspection fees, or any costs relating to the installation or maintenance of a storm water management facility as required by any government authority and other authorization fees and other charges (including all interest, fines, penalties, costs, and other charges thereon and including those which may require proration based on land size), which at any time during the term of this Lease may be assessed, levied or imposed on or be a lien or encumbrance upon the Land, Facilities or other Improvements thereon, or any part thereof arising out of any occupancy, use, or possession of or activity conducted on the Land, Facility or other Improvements thereon, or both, or any part thereof. In particular, the cost of any installation or maintenance of a storm water management facility shall be prorated between the parties based on relative land size.

5. CONSTRUCTION OR REMOVAL OF BUILDINGS AND OTHER IMPROVEMENTS; DAMAGE OR DESTRUCTION.

5.1 General. Tenant shall have the right, at any time during the term of this Lease and at its sole cost and expense to remove and/or demolish any Improvements upon the Land.

a. Utilities. Tenant agrees to install and connect at its own cost expense water, sewer, gas and electric utility lines to the Facility of any proposed Improvements on the Land. Landlord hereby reserves from the leasehold estate granted to Tenant a perpetual

easement for itself and its successors and assigns to cross the Land with such utilities, the exact location of such easement to be determined upon the mutual agreement of Landlord and Tenant and to be formally established after Tenant has located its utilities. Landlord shall be solely responsible for the installation and maintenance of any utilities installed by Landlord and its easement shall include the necessary access to the Land for construction and maintenance purposes, subject to such reasonable restrictions as may be agreed upon by the parties.

b. Drainage. Grading required for Tenant's construction shall not interfere with the storm water management of Landlord's land.

5.2 Compliance With Laws. Tenant shall comply with all applicable governmental rules and regulations in connection with the construction, erection, alteration, remodeling, rehabilitating, refurbishing, removal, and/or demolition of the improvements and will obtain any and all necessary governmental permits and approvals with respect thereto.

5.3 Damage or Destruction. In case of any damage to, destruction of, demolition of, or removal of Facility or Improvements to the Land, or any part or portion thereof, occurring during the Term, Tenant shall have no duty to restore or rebuild same, but Tenant shall continue to pay the Rent, without abatement, diminution or reduction.

6. NO CLAIMS AGAINST LANDLORD. Nothing contained in this Lease shall constitute any consent or request by Landlord, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of all or any part of the Land, the Improvements, or both, or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any labor or services or the furnishing of any materials or other property that would give rise to any claim against Landlord or the Land or to any liens against any rents or other sums payable to Landlord hereunder.

7. LIABILITY INSURANCE; INDEMNIFICATION.

7.1 Required Insurance.

a. Liability Insurance. Tenant covenants and agrees to provide evidence of general liability self-insurance and excess liability insurance, if applicable, in a total amount of at least \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

b. Casualty Insurance. Tenant covenants and agrees to provide evidence of either property insurance or group property self-insurance covering Tenant against loss or damage by all risks of direct physical loss or damage perils (as defined in either the property insurance policy or in the group self-insurance document), in an amount not less than one hundred percent (100%) of the full insurable replacement value of the Facility and Improvements. Landlord and Tenant waive right of subrogation against the other for loss insured in either a property insurance policy or a group property self-insurance program.

c. Tenant Solely Responsible for Personal Property. Tenant acknowledges that it is solely responsible at its cost and expense to replace any of its personal property which is damaged or destroyed unless such damage or destruction is the result of an intentional or negligent act by Landlord.

7.2 Indemnification. Subject to the Local Government Tort Claims Act and the availability of funds, Tenant will indemnify and hold Landlord harmless from any loss or damage resulting to any person or property by reason of the use or control of the Land and Improvements by Tenant or any of its activities thereat (including without limitation, construction) as the case may be. Tenant shall defend Landlord against any such liability, damage, claim or demand and reimburse Landlord for any costs incurred by Landlord in connection therewith, including reasonable attorney's fees. Neither the foregoing nor any other provision of this Lease is intended to impose upon the Tenant the obligation to indemnify the Landlord or hold the Landlord harmless for any injury, loss, damage or liability arising from any willful misconduct or gross negligence of the Landlord. Nothing set forth herein shall be construed as a waiver on the part of Landlord of any defense, immunity, limitation of liability or restriction on damages including without limitation the provisions for same set forth in Section 5-353 of the Courts and Judicial Proceedings Article and Section 4-105 of the Education Article of the Maryland Annotated Code as amended.

8. MAINTENANCE AND REPAIR; UTILITY SERVICE. Tenant shall, during the term of this Lease, at its own cost and expense, keep and maintain the Land, Facility and other Improvements including, without limitation, the utilities, roadways, grounds, parking areas, curbs, sidewalks, roof and gutters, in good repair and in a safe and lawful condition. By way of illustration and not limitation, Tenant shall be responsible for all grass cutting and snow removal. Tenant shall have full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Land, Facility and Improvements including without limitation utilities and roadways. Tenant agrees to pay all charges for gas, electricity, water, light, heat, steam, sewer, power, and/or other services supplied to and servicing the Land, Facility or other Improvements. Snow removal of the common-areas is to be done in accordance with each party's prescribed needs. Neither party shall have any obligation to remove snow or plow for the other party. The Parks and Recreation Department and Harford County Board of Education joint use agreement will govern the parties' use, obligations and responsibility relative to common areas.

9. SUB-LEASE AND/OR ASSIGNMENT. Tenant may sub-lease the Facility or any portion thereof and may assign this Ground Lease provided the Tenant obtains the prior written approval of same from Landlord which said approval shall not be unreasonably withheld.

10. COMPLIANCE WITH LAWS. Tenant agrees to comply with all laws, statutes, ordinances, and regulations, federal, state, county or municipal, now or hereafter in force, applicable to the Land, Facility or the Improvements, or relating to use or occupancy thereof, or to the making of repairs thereto, or of changes, alterations, or improvements therein, ordinary or extraordinary, structural or otherwise, foreseen or unforeseen. Tenant shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be



imposed because of the failure of Tenant to comply with this Section 10. Landlord and Tenant shall each promptly give notice to the other of any notice of violation, received by Tenant or Landlord respectively. Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity or application of any provision of any law, ordinance, rule, or requirement concerning or affecting the Land or Improvements, or both.

11. DELIVERY OF DOCUMENTS. Tenant agrees to deliver to Landlord copies of all surveys, plats, plans and specifications, governmental permits and approvals, leases, certificates of occupancy, and certificates evidencing public liability insurance relating to the Land or the Improvements that Landlord may reasonably request.

12. ENTRY ON PREMISES. Landlord and its agents and other representatives shall have the right to enter into and upon the Land, Facility and the Improvements, or any part thereof, without written notice to Tenant.

13. QUIET ENJOYMENT. Landlord represents and warrants that Tenant, upon paying the rent pursuant to this Lease and observing and keeping the covenants and agreements of this Lease on its part to be kept and performed, shall lawfully and quietly hold, occupy, enjoy, manage and operate the Land, subject to the terms of this Lease, without hindrance by Landlord or by any person or persons claiming under Landlord during the term of this Lease.

14. DEFAULT BY TENANT.

14.1 General. If default is made in the performance of any terms, covenants and conditions in the Lease and required to be kept or performed by Tenant, Landlord shall notify Tenant in writing of such condition of default and Tenant shall have forty-five days after receipt by Tenant of written notice from Landlord to cure such default. If Tenant is unable to cure such default within 45 days due to reasons beyond its control, Landlord shall grant Tenant such extensions of time, as may be reasonable under the circumstances, to cure the default.

14.2 Remedies. Upon a material default not cured by Tenant as provided in 14.1, Landlord may, subject to Landlord's compliance with the conditions set forth herein, terminate this Lease by written notice to Tenant.

14.3 Surrender of Possession. Upon termination of the Lease, Tenant shall relinquish the Land, Facility or Improvements, ordinary wear and tear excepted.

15. WAIVER. Any waiver of any covenant or condition of this Lease shall extend to the particular case only, and only in the manner specified, and shall not be construed as applying to or in any way waiving any further or other rights hereunder. No provision of this Lease shall be deemed to have been waived, unless such waiver be in writing. The receipt by Landlord or the payment by Tenant of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying

any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord' right to recover the balance of such rent or pursue any other remedy in this Lease provided.

16. NOTICE. All notices required or provided in this Lease, if hand delivered or sent by a nationally recognized overnight delivery service, shall be deemed to have been given and received on the date delivered to the party receiving the same. If the United States mails are used, notices shall be sent certified or registered mail, return receipt requested, postage prepaid and will be deemed to have been given and received on the date of receipt or the date on which delivery is refused, addressed as follows:

To Landlord: Board of Education of Harford County  
45 East Gordon Street  
Bel Air, Maryland 21014

cc: Patrick P. Spicer, Esquire  
General Counsel for the  
Board of Education of Harford County  
45 East Gordon Street  
Bel Air, Maryland 21014

To Tenant: Director of Procurement  
Harford County, Maryland  
220 S. Main Street  
Bel Air, Maryland 21014

cc: Richard G. Herbig  
Senior Assistant County Attorney  
Harford County, Maryland  
220 S. Main Street  
Bel Air, Maryland 21014

17. MARYLAND LAW TO CONTROL. This Lease shall be construed, interpreted, and enforced according to the laws of the State of Maryland, without regard to principles of conflict of laws.

18. SUCCESSORS IN INTEREST. This Lease and the covenants and conditions herein contained, shall inure to the benefit of and be binding upon the Landlord, Tenant and Sub-Tenant and their respective successors and assigns.

19. LANDLORD COOPERATION. Landlord shall, without subjecting itself to any costs, liabilities or expenses in connection therewith, at the request of Tenant or Sub-Tenant from time to time (and without obligation on Tenant's part to make any payment to Landlord), execute or join in the execution of:

a. Plats of subdivision, record plats, dedication of streets to public use and deeds or other grants of rights-of-way and easements for the installation and maintenance of sanitary sewers, storm drainage, water, electricity and other utilities;

b. Such easements, restrictions, covenants and agreements (including but not limited to those related to use, utilities, parking, ingress and egress) as shall be required by Tenant, its successors or assigns, in the development of the Property.

20. FUTURE SURPLUS. The Landlord agrees that it shall use all reasonable efforts to convey by surplus to the Tenant (Harford County Government), the Land, Facility and Improvements within such period of time as may be reasonable following execution of this Lease. In the event the Board of Education conveys by surplus to the Tenant (Harford County Government), the Land, Facility and Improvements, this Ground Lease shall terminate on the same date as a deed effectuating said conveyance is executed by and between the Board and Harford County Government. Upon the date of such deed, the Landlord (Board) shall be relieved of any liability or any obligation with regard to this Ground Lease, which said Ground Lease shall be terminated except with respect to such provisions as are specifically denoted as surviving this Ground Lease.

21. CONDITION. The parties hereto agree, understand and acknowledge that this Ground Lease and the terms and conditions contained herein are expressly conditioned upon the approval of the Ground Lease by the Board of Estimates and the County Council.

22. MISCELLANEOUS.

22.1 Plurals. The use of the singular herein will include the plural and vice versa; and the use of any gender will include all genders.

22.2 Captions. The captions and headings herein are for convenience and reference only and shall not be used to construe or interpret this Lease.

22.3 Entire Agreement. This Lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

22.4 Time of Essence. Time is of the essence in every particular, and particularly where the obligation to pay money is involved.

22.5 Severability. The invalidity or unenforceability of any provision of this Lease, or any application thereof, shall not affect or impair any other provisions or the validity or enforceability of the remainder of this Lease, or any other application thereof.

22.6 No Third Party Rights. Nothing contained in this Lease will be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto will be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

22.7 No Merger. If the leasehold interest hereunder is ever held by the same person or party who then holds the reversionary interest hereunder, no merger will result therefrom unless and until all persons having an interest in either the leasehold estate created by this Lease or the reversionary estate in the Land join in a written instrument effecting such merger and such instrument is duly recorded, and both the leasehold and reversionary interests will continue, separate and distinct, until the end of the term hereof.

22.8 Recordation. If this Lease is at any time recorded by Tenant, Tenant shall pay all charges and taxes due upon or for the recording of this Lease or a Memorandum of Lease.

22.9 Further Assurances. Each of the parties hereto covenants and agrees that it will execute such additional documents as may reasonably be necessary to effectuate the purposes of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST/WITNESS:

LANDLORD:

BOARD OF EDUCATION OF HARFORD  
COUNTY

Kenneth M. Wilmoth

By: [Signature]

Name: Robin R. Rich

Title: President

BOARD OF EDUCATION OF HARFORD  
COUNTY

Kenneth M. Wilmoth

By: [Signature]

Name: Jacqueline C. Haas

Title: Superintendent of Schools

TENANT:

HARFORD COUNTY, MARYLAND

Rev. A. Piotrowski

By: David R. Craig  
Name: David R. Craig  
Title: County Executive

Approved as to form and legal  
sufficiency this 16<sup>th</sup> day of  
Nov., 2005.

Approved this 18<sup>th</sup> day of  
Nov., 2005.

Richard G. Herbig  
Richard G. Herbig  
Senior Assistant County Attorney

Joseph E. Pfaff  
Joseph E. Pfaff  
Director, Parks and Recreation

Approved this 15 day of  
November, 2005.

Approved this 9<sup>th</sup> day of  
February, 2006.

Mary F. Chance  
Mary F. Chance  
Director, Community Services

Deborah L. Henderson  
Deborah L. Henderson  
Secretary, Board of Estimates

h:/rick/leases/ground lease - havre de grace youth-senior center



SCALE 1" = 30'

ARMSTRONG AVE

LEWIS LANE

PROPOSED BUILDING  
FF=48,50+/-

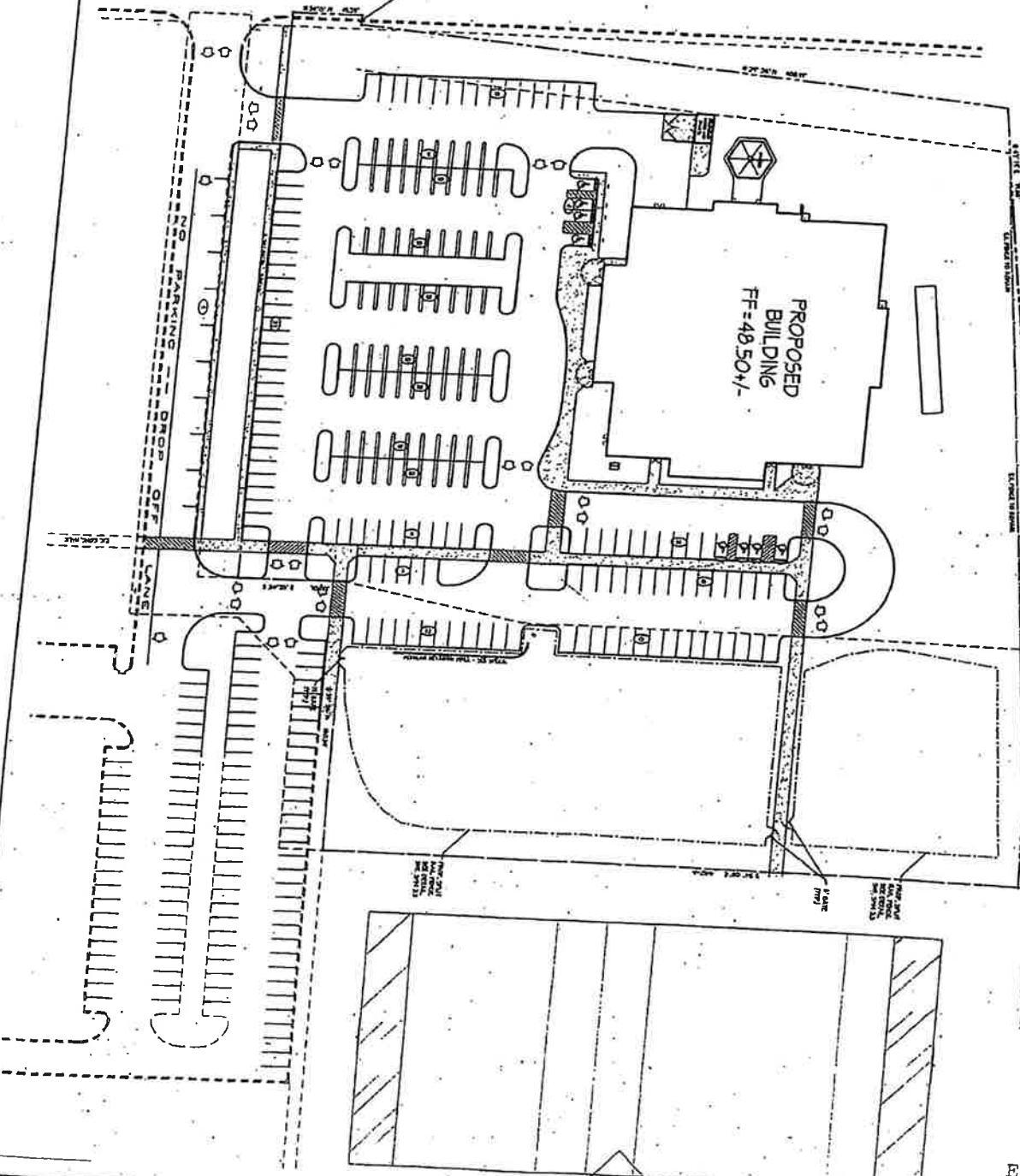


Exhibit A

Lease Exhibit

LEASE AREA EXHIBIT  
 Havre de Grace Activities Center  
 LEWIS LANE, HAVRE DE GRACE, MARYLAND

DATE: 09 JAN 08  
 SHEET: 001 OF 01



EDMEADES & STROMDAHL, LTD. ARCHITECTS/PLANNERS

SITE RESOURCES INC.

Lease Area  
Havre de Grace Activities Center

Beginning for the same at the southeast corner of the National Railroad Passenger Corporation's (AMTRAK), successor to the former Pennsylvania Railroad Company's right-of way for the bridge approach on Lewis Lane as recorded among the Land Records of Harford County in Liber A.L.J. 115, folio 298, said beginning point also being the beginning point described in a deed from Robert A. Kell to the Board of Education of Harford County and recorded among the Land Records of Harford County in Liber 678, folio 342, thence running with and binding on the first line of the aforementioned deed, magnetically, North  $29^{\circ} 26'$  West 408.99 feet to a stone heretofore set in the AMTRAK main line right-of-way, thence binding on the AMTRAK right-of-way and also running with the second and third lines described in the aforesaid deed from Robert A. Kell to the Board of Education of Harford County, North  $47^{\circ} 19'$  East 79.66 feet to a stone heretofore set, thence by a line curving to the right with a radius of 7539.49 feet and a chord distance of 290.4 feet to an angle iron heretofore set at the end of the aforesaid third line and also at the beginning of the fifth line of the land described in a deed from G. Kessler Livezey, Jr. and Verna P. Livezey to the Board of Education of Harford County and recorded among the Land Records of Harford County in Liber 678, folio 347, thence running with a portion of the fifth line and still binding on the AMTRAK right-of-way by a line curving to the right with a radius of 7539.49 feet and an arc length of 159.37 feet, thence leaving the railroad right-of way and running the following four courses and distances: viz South  $34^{\circ} 06'$  East 440 feet plus or minus, South  $55^{\circ} 36'$  West 180.59 feet, South  $34^{\circ} 25'$  East 70.00 feet, and South  $55^{\circ} 36'$  West 384 feet plus or minus to intersect the easterly right-of-way line for Lewis Lane, thence running with the Lewis Lane right-of-way and binding on a portion of the first line of the aforementioned deed from G. Kessler Livezey, Jr. and Verna P. Livezey to the Board of Education of Harford County, North  $34^{\circ} 15'$  West 45.28 feet to intersect the southerly line of the aforesaid AMTRAK right-of-way for the bridge approach, thence binding on said bridge approach right-of-way and also upon the second line of the aforementioned deed from G. Kessler Livezey, Jr. and Verna P. Livezey to the Board of Education of Harford County, North  $55^{\circ} 40'$  East 6.01 feet to the point of beginning.

Containing 5.78 acres more or less.


This lease area description was compiled from deed information only and does not represent an actual boundary survey and/or boundary determination for the underlying parcels. It is to be used only to describe the leased premises and is not for conveyance.

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 13<sup>th</sup> day of February, 2006, before me, the subscriber, a Notary Public of the State and County aforesaid, duly commissioned and qualified, personally appeared DAVID R. CRAIG, who acknowledged himself to be the County Executive of Harford County, Maryland, a body corporate and politic of the State of Maryland, duly authorized and empowered to act on behalf of said County, and who acknowledges the foregoing to be the Act and Deed of said Harford County.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:  
12-01-2009

  
Notary Public



h:/rick/leases/ground lease - havre de grace youth-senior center



STATE OF MARYLAND, HARFORD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31<sup>st</sup> day of Oct., 2005, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, personally appeared ROBIN R. RICH, who acknowledged herself to be the President of the Board of Education of Harford County, duly authorized and empowered to act on behalf of said Board of Education, and who acknowledged the foregoing to be the Act and Deed of said Board of Education.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

June 1, 2009

Kornelia M. Wilmoth  
Notary Public

STATE OF MARYLAND, HARFORD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31<sup>st</sup> day of Oct., 2005, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, personally appeared JACQUELINE C. HAAS, who acknowledged herself to be the Superintendent of Schools of the Board of Education of Harford County, duly authorized and empowered to act on behalf of said Board of Education, and who acknowledged the foregoing to be the Act and Deed of said Board of Education.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

June 1, 2009

Kornelia M. Wilmoth  
Notary Public

Tax Account No. 06-011071

THIS DEED made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the BOARD OF EDUCATION OF HARFORD COUNTY, sometimes hereinafter referred to as the "Board" and HARFORD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, sometimes hereinafter referred to as the "County."

WHEREAS, pursuant to the Md. Educ. Code Ann. §4-115(c)(2), the Board has determined that the real property herein described (the "Subject Property") is no longer needed for school purposes, and

WHEREAS, Md. Educ. Code Ann. §4-115(c)(2) mandates that real property owned by the Board, and which is determined by the Board to be surplus be transferred to Harford County, Maryland, and

WHEREAS, the State Superintendent of Schools (or the State Superintendent's designee) has approved the Board's determination that the Subject Property is surplus, and

WHEREAS, this deed is exempt from recordation tax pursuant to Md. Tax-Prop. Code Ann. §12-108(a)(1), state transfer tax pursuant to Md. Tax-Prop. Code Ann. §13-207(a)(1) and county transfer tax pursuant to Art. IV §123-50(C)(2)(a) of the Harford County Code, as this is a transfer of property to a governmental entity.

NOW, THEREFORE in consideration of the sum of Zero Dollars (\$0.00), the recitals which are incorporated by reference and other good and valuable consideration, receipt of which is hereby acknowledged, the Board of Education of Harford County does hereby grant and convey to Harford County, Maryland, its successors and assigns, in fee simple, the parcel of land lying and situate in the SIXTH ELECTION DISTRICT of Harford County, Maryland, and described as follows:

**SEE "EXHIBIT A"**

TOGETHER with the building, improvements thereon, if any, and all the rights, ways, roads, waters, water courses, easements, privileges, advantages, and appurtenances, belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-described parcel of land to the County, its successors and assigns, in fee simple.

AS WITNESS the hands and seals of the parties hereto on the day and year first above written.

ATTEST/WITNESS:

BOARD OF EDUCATION OF  
HARFORD COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
Sean W. Bulson, Superintendent of Schools

\_\_\_\_\_

By: \_\_\_\_\_  
Aaron S. Poynton, Board President

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

**Acknowledgement**

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared, Sean W. Bulson, who acknowledged himself to be Superintendent of Schools of BOARD OF EDUCATION OF HARFORD COUNTY and who further acknowledged that he, in such capacity and being authorized so to do, executed the forgoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: \_\_\_\_\_  
Notary Public

**Acknowledgement**

STATE OF \_\_\_\_\_,  
CITY/COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared, Aaron S. Poynton, who acknowledged himself to be Board President of BOARD OF EDUCATION OF HARFORD COUNTY and who further acknowledged that he, in such capacity and being authorized so to do, executed the forgoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: \_\_\_\_\_  
Notary Public

**CERTIFICATION**

I hereby certify that I am an attorney admitted to the Bar of the State of Maryland and that the forgoing instrument was prepared by me or under my supervision.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kimberly H. Neal, Esquire