

## County Council Of Howard County, Maryland

2006 Legislative Session

Legislative Day No. **13**

### Bill No. 77 -2006

Introduced by: The Chairman at the request of the County Executive

AN ACT approving, in accordance with Section 612 of the Howard County Charter, a 25 year lease of approximately 7.369 acres of land and improvements located at 350 West Friendship Road, Sykesville, Howard County, Maryland by and between Howard County, Maryland and the Town of Sykesville under the terms of which the County agrees to pay certain costs for the planning and studying of certain renovations; authorizing the County Executive to execute and deliver the lease on behalf of the County, and generally relating to the approval, authorization, execution, and delivery of a multi-year lease of certain premises owned by Howard County to the Town of Sykesville.

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Introduced and read first time \_\_\_\_\_, 2006. Ordered posted and hearing scheduled.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on \_\_\_\_\_, 2006.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

This Bill was read the third time on \_\_\_\_\_, 2006 and Passed \_\_\_\_, Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

Sealed with the County Seal and presented to the County Executive for approval this \_\_\_ day of \_\_\_\_\_, 2006 at \_\_\_ a.m./p.m.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

Approved/Vetoed by the County Executive \_\_\_\_\_, 2006

\_\_\_\_\_  
James N. Robey, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN ALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1           **WHEREAS**, Howard County, Maryland (hereinafter the “County”) is the owner of 7.369  
2 acres of improved property acquired from Tisano Realty, Inc. by deed dated April 19, 1995, recorded  
3 among the Land Records for Howard County at liber 3483, folio 621 (hereinafter the “Premises”); and  
4

5           **WHEREAS**, the Premises is improved with 4 historic structures, a brick warehouse, a  
6 weigh station, a wooden water tower, and the former “Sykes House”; and  
7

8           **WHEREAS**, the County and the Town of Sykesville desire to enter a Cooperative  
9 Agreement and Lease (the “Agreement”), a copy of which is attached as Exhibit A, for a 25-year  
10 lease of the Premises to create a recreational area and to preserve, rehabilitate, and operate the  
11 historic structures on the Premises; and  
12

13           **WHEREAS**, the Agreement authorizes the County to provide up to \$100,000 from time to  
14 time for the planning and studying of the renovation of the property; and  
15

16           **WHEREAS**, the Agreement may require the payment by the County of funds from an  
17 appropriation in a later fiscal year and therefore requires the County Council approval as a multi-  
18 year agreement pursuant to Section 612 of the Howard County Charter.  
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20           **NOW, THEREFORE,**  
21

22           ***Section 1. Be It Enacted** by the County Council of Howard County, Maryland that, in accordance  
23 with Section 612 of the Howard County Charter, it approves the terms of the Cooperative Agreement  
24 and Lease for the lease of 7.369 acres of land and improvements located at 350 West Friendship  
25 Road, Sykesville, Howard County, Maryland 21784 for a term of 25 years which shall be in  
26 substantially the same form as Exhibit A attached to this Act.*  
27

28           ***Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
29 the County Executive is hereby authorized to execute and deliver the Cooperative Agreement  
30 and Lease for such term and with such rights of renewal in the name of and on behalf of the*

1 *County.*

2

3 ***Section 3. And Be It Further Enacted*** by the County Council of Howard County, Maryland that

4 *this Act shall be effective immediately upon its enactment.*

**SOUTH BRANCH PARK  
COOPERATIVE AGREEMENT AND LEASE**

**THIS SOUTH BRANCH PARK COOPERATIVE AGREEMENT AND LEASE** (this "Cooperative Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the "County") and the **TOWN OF SYKESVILLE**, an incorporated town of the State of Maryland in Carroll County, Maryland ("Sykesville").

**WHEREAS**, the County owns 7.369 acres of land presently improved with four historic structures: a brick warehouse, a weigh station, a wooden water tower, and the former "Sykes House" (collectively referred to as the "Historic Structures") situated on the Howard County side of the South Branch Patapsco River and known as the South Branch Park, 350 West Friendship Road, Sykesville, Howard County, Maryland 21784 (the "Property"); and

**WHEREAS**, the County and Sykesville desire to create a recreational area to be used primarily for recreation, historic and cultural purposes and to preserve, rehabilitate and operate for public use the Historic Structures on the Property (the "Project"); and

**WHEREAS**, this Agreement was approved by the County Council of Howard County in Bill Number \_\_\_\_\_-2006 and resolution \_\_\_\_\_-2006 which were signed by the County Executive on \_\_\_\_\_, 2006.

**NOW, THEREFORE**, in consideration of the mutual promises set forth, the County and Sykesville agree as follows:

**1. BACKGROUND**

The County acquired the Property from Tisano Realty, Inc. by deed dated April 19, 1995, recorded among the Land Records for Howard County at liber 3483, folio 621. The County and Sykesville have studied options to improve and renovate the property, including a Feasibility Study of the South Branch Recreational Area dated October 31, 2001, prepared by URS Corporation- Maryland for the County (the "Study"). Sykesville has read the Study and proposes to restore, use and maintain the Historic Structures and improve the Property as a recreational area. The County agrees that such development of the Property would benefit the citizens of Howard County, Maryland. This Agreement sets forth the general terms of the County's and Sykesville's agreement to create a recreational area to be used primarily for recreation, historic and cultural purposes and to preserve, rehabilitate and operate for public use the Historic Structures on the Property.

**2. TERM OF THE COOPERATIVE AGREEMENT**

A. Term. The County agrees to lease to Sykesville and Sykesville agrees to lease from the County on the terms and conditions set forth herein the Property, known as South Branch Park located at 350 West Friendship Road, Sykesville, Howard County,

Maryland 21784, as described in Exhibit A, for the term of twenty-five (25) years, beginning on the execution of this Cooperative Agreement and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

B. Delivery upon Termination. Upon the termination of this Cooperative Agreement, all improvements constructed on the Property by Sykesville shall remain on the Property for the benefit of the County and Sykesville shall remove all debris, equipment and supplies owned or placed on the Property by Sykesville.

C. Early Termination by the County. The County reserves the right to terminate this Cooperative Agreement if the County determines that such termination is in the best interest of the County, without showing cause, upon giving ninety (90) days written notice to Sykesville. Howard County shall pay all reasonable costs incurred by Sykesville up to the date of termination. The County will reimburse Sykesville for the reasonable cost of construction and rehabilitation, deemed acceptable under this Cooperative Agreement, subject to appropriation and approval by the County Council of Howard County, Maryland. Sykesville shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination. The reasonable costs shall be supported by documentation and submitted to the County.

### **3. DEVELOPMENT OF UTILITIES AND REHABILITATION OF THE HISTORIC STRUCTURES AND THE PROPERTY**

A. Rehabilitation of the Historic Structure. Sykesville agrees to preserve, rehabilitate, operate, and maintain the Historic Structure in compliance with the "Secretary of Interior's Standards and Guidelines for Rehabilitating Historic Buildings," as may be amended by the Secretary of the Interior from time to time, a copy of which is set forth in Exhibit B and substantially in conformance with the "Conceptual Plan" prepared by Sykesville and approved by the County showing a floor plan and elevations for the Historic Structure and including any proposed exterior modifications such as features necessary to make the building functional for the intended uses which is attached hereto as Exhibit C.

B. Construction of Utilities. Sykesville shall, at its expense, design and construct the water and sewer lines, electric lines, gas lines, communication lines, and driveways serving the Property (the "Utilities").

C. Permits. Sykesville shall obtain at its sole cost, all permits, licenses, approvals, materials, supplies, and equipment necessary to construct the Utilities and to rehabilitate and improve the Historic Structures in accordance with applicable federal, state, and county requirements.

D. Documentation of Existing Conditions and the Development of the Property. Within thirty (30) days after the execution of this Cooperative Agreement and prior to the commencement of any work on the Property, Sykesville shall photograph and prepare a site description and plan of the Historic Structures and existing site conditions on the Property, including but not limited to, the adjacent roads, approximate boundary lines of the

Property, and the existing physical features of each Historic Structure. Sykesville shall thoroughly document all of the preservation and rehabilitation work with photographs or video records. Prior to the commencement of any phase of restoration or renovation work as set out in the Schedule, and again upon completion of that work, Sykesville shall photograph or otherwise visually record the area to be worked on. At a minimum, Sykesville shall take ten (10) photographs/slides every six months to document the condition of the Property. Sykesville shall provide the County as each phase is documented, with copies of the labeled photographs/slides, site description, and site plan at Sykesville's expense.

E. Schedule of Completion. Sykesville proposes and agrees to complete the design and construction of the Utilities and the design and rehabilitation of the Historic Structures within five (5) years of the commencement of this Cooperative Agreement as outlined in the Schedule of Rehabilitation Work (the "Schedule"), attached and incorporated as Exhibit D. The County acknowledges that the nature of historic preservation work is such that strict adherence to the Schedule may not always be possible. The County will permit Sykesville to make reasonable adjustments as work progresses, without prior approval, so long as the adjustments do not substantially alter the original intent and scope of the Schedule. Sykesville shall point out such adjustments to the County during regularly scheduled inspections so the adjustments may be noted in writing on the inspection report. Should adjustments substantially alter the original intent and purpose of the Schedule, Sykesville shall seek written approval of the County prior to effecting the adjustments. The County reserves the right to require Sykesville to correct any unapproved adjustments which, in the County's opinion, substantially alter the original intent and scope of the Schedule. Sykesville may, in consultation with the County, and subject to its approval, prepare written revisions to the Schedule from time to time as deemed necessary by the County. At all times, the Schedule shall provide at a minimum a detailed timeline and plan for preservation, rehabilitation and/ or maintenance for the upcoming year and a general plan for the five-year construction period.

F. Contracts. All contracts entered into by Sykesville for the performance of work on or the delivery of material and supplies to the Property shall be made in Sykesville's name and Sykesville shall have the contractor or supplier sign the "Notice of Work Performed on County Property" ("Notice") form attached and incorporated herein as Exhibit E. Sykesville shall keep the Notices on file and will provide copies to the County upon request.

G. Approval of Plans. Any improvements to the Property shall be made pursuant to plans submitted to and approved by the County in accordance with the County's Subdivision and Land Development Regulations and other applicable federal, state, and county laws and regulations. The plans for the design and construction of the Utilities and to rehabilitate the Historic Structures are referred to as the "Approved Plans".

H. Permits. Sykesville shall obtain all permits, inspections and approvals required for the preservation, rehabilitation, improvement, maintenance and use of the Property. Sykesville shall keep all such permits, inspections and approvals on file and shall

provide copies to the County upon request. Sykesville shall comply with all applicable federal, state and local laws, regulations and ordinances regarding the preservation, rehabilitation, improvement, maintenance and use of the Property, including compliance with environmental laws, regulations and ordinances. Sykesville shall follow all local zoning and building codes in the rehabilitation of the Historic Structures and the construction of the Utilities and the recreational facilities.

I. Environmental and Existing Conditions. Sykesville has read and understands the environmental assessment prepared for the County, as well as the study, and Sykesville accepts the Property which includes the Historic Structures in an “as-is” condition. Sykesville acknowledges that the preservation, rehabilitation, and maintenance of the Historic Structures may result in exposure to harmful and toxic substances. Sykesville shall hold the County, its officers, agents, employees, representatives, contractors, subcontractors, and any other third parties, harmless from any claims by itself, its officers, agents, employees, representatives, contractors, subcontractors, invitees or licensees, for any damage to person or property resulting from any defect or condition in or about the Property or other use of the Property by Sykesville under this Cooperative Agreement. In the event Sykesville discovers an environmental hazard that has not been identified, Sykesville shall notify the County shall be contacted immediately. Dependent upon the type and extent of the environmental condition, the County may terminate the Cooperative Agreement, or Sykesville may elect to fund and undertake the remediation of the environmental condition at its own expense with the approval of the County. If such approval is given by the County, Sykesville shall bear sole responsibility for the mitigation of all harmful and toxic substances on the Property according to currently acceptable standards including those standards (if any) as promulgated by federal, state or local authorities.

J. Surety. Sykesville shall provide to the County with this signed Cooperative Agreement, a performance bond in the amount of \$\_\_\_\_\_ for the satisfactory completion of the Historic Structures and Utilities and a payment bond in an amount equal to fifty percent (50%) of the performance bond amount, each issued by a surety company licensed to conduct business in Maryland and having a bond rating “AM-Best” (the “Surety”).

K. Release of Surety. Upon the completion of the construction of the Historic Structures and Utilities, Sykesville shall request the County to inspect the Historic Structures and Utilities, and to release the Surety. The request shall be accompanied by the following:

(1) A notarized affidavit from Sykesville which certifies that all contractors, subcontractors and materials suppliers have been paid in full for all work satisfactorily completed and materials furnished with respect to the Historic Structures and Utilities.

(2) A notarized waiver of lien executed by each contractor, subcontractor and materials supplier dated as of the final inspection;

- (3) Photographs and as-built drawings of the Utilities and Historic Structures.

The County shall perform the final inspection to determine if the Historic Structures and Utilities are completed in accordance with the Approved Plans, as amended by any County approved modifications. Upon the completion of all punch-list items noted in the final inspection, the Surety shall be released to Sykesville.

#### **4. RENT AND FUNDING**

A. Rent. No rent will be charged until the sixth anniversary of this Cooperative Agreement. Commencing on the sixth anniversary, Sykesville shall pay an annual rent in the amount of One Dollar (\$1.00) and shall split the net revenue from the Property's operation, seventy percent (70%) to Sykesville and thirty percent (30%) to the County. For purposes of this section, net revenue means all charges and fees collected from users of the property less the actual costs of operation of the Property, as certified to the County within ninety (90) days of the close of each fiscal year.

B. Funding from County. The County may provide up to One Hundred Thousand Dollars (\$100,000.00) for the planning and studying of the renovation and development of the Property. From time to time, Sykesville may request a portion of such funding from the County. Except for the initial request for funding, each request shall be written and shall include a "Statement of Actual Expenditures on the Property", detailing the expenditure of all prior funds provided by the County and certified by the Mayor and Clerk/Treasurer of Sykesville. Each request for funding shall also include a detailed description of the proposed use of the funding requested and the value and description of the services to be provided by Sykesville. The initial request for funding shall not exceed \$\_\_\_\_\_.

C. Funding from Sykesville. Sykesville shall match the funding provided by the County dollar for dollar or in value of services rendered for improvements to the Property. The value of services shall be certified to the County by the Mayor and Clerk/ Treasurer of Sykesville.

#### **5. MANAGEMENT AND MAINTENANCE OF THE HISTORIC STRUCTURE**

Historic Structures and Utilities. Sykesville shall keep the Property in a clean, sanitary, and esthetically pleasing manner which shall include, but not be limited to the following as needed from time to time: removal of ice and snow from driveways, sidewalks, and parking areas; landscaping; removing debris, leaves and the like; and mowing, trimming, and edging the grass. Sykesville shall promptly perform all maintenance required to keep the Historic Structures and the Utilities in a good and safe condition.

#### **6. USE OF THE PROPERTY**

A. Historic Structures. Upon completion of the preservation and rehabilitation of the Historic Structures, Sykesville shall utilize the Historic Structures only for the uses set

forth in Exhibit F. Any proposed change in the use of any Historic Structures must be submitted to the County, in writing, for the approval of the Director of the Howard County Department of Recreation and Parks.

B. Park Regulations. Upon completion of the preservation and rehabilitation of the Historic Structures, Sykesville shall open the Property to the public and operate under the Howard County Department of Recreation and Parks regulations, Title 19, Howard County Code. Historic interpretation will be available to the public and become a component of the operation.

C. County's Right to Use and Develop the Property. Sykesville acknowledges that the Property and the Historic Structures are located within South Branch Park which will be open to the public for recreational use. Sykesville further acknowledges the County reserves the right to utilize South Branch Park for recreational use at the County's expense. The County shall notify Sykesville of the dates for recreational uses, in advance. Sykesville also acknowledges that the County, its employees, agents, contractors, tenants, subtenants, licensees, and invitees (including but not limited to the general public) reserve the right to enter and use the roads, trails and paths, if any, which lie within the Property for ingress and egress to other portions of the park or lands of the County, and in addition, the County reserves the right to reasonably relocate any such roads, utilities, trails or paths to another reasonable location on the Property.

D. Compliance with Safety Codes. Safety compliance inspections by the County's Safety and Loss Control Coordinator and/or other authorized County representative may also be conducted at any time with no prior notice. If the work is not completed as approved or safety initiatives are not compliant as determined by the County, corrective steps must be taken at Sykesville's expense within a reasonable time limit set by the County. Sykesville shall comply with all specific Howard County safety-related policies as requested by the Howard County Safety and Loss Control Coordinator. Serious safety violations as determined by the County Safety and Loss Control Coordinator and/or other authorized County representative shall be corrected immediately or operations terminated until compliance with the specific standards are met. Failure to comply will result in a One Thousand Dollar (\$1,000.00) penalty per day. Repeated violations of the same type will result in termination of the Cooperative Agreement.

E. Subletting by Sykesville. Sykesville may only sublet portions of the Historic Structures with prior written approval by the County and any sublet will be subject to the same terms and conditions of this Cooperative Agreement.

## **7. INSURANCE AND INDEMNIFICATION**

A. Insurance Coverage. Sykesville shall purchase and maintain during the term of the Cooperative Agreement and any renewals thereof, the following coverages. All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland. The purchase of insurance does not relieve Sykesville of any obligations assumed under this Cooperative Agreement.

(1) Workers' Compensation Insurance with limits of coverage as follows:

1. Coverage A: Statutory, covering Maryland jurisdiction.
2. Coverage B: \$100,000

(2) Automobile Liability Insurance with limits of liability of at least \$1,000,000 combine combined single limit per occurrence, covering hired and non-owned vehicles.

(3) Commercial General Liability Insurance with combined single limits of \$5,000,000 per occurrence, naming Howard County, Maryland as an Additional Insured. The policy shall contain, but not be limited to, the following coverage endorsements:

1. Contractual Liability, including Subcontractors
2. Personal and Advertising Injury
3. Products and Completed Operations
4. Explosion, Collapse, and Underground Hazards (XCU) - required if such exposure exists due to the nature of the construction site.

(4) During the construction phase, **Builders' Risk Insurance** with a limit of coverage equal to the total construction cost on a replacement cost basis, and written on an all-risk policy form, inclusive of, or supplemented by, adequate flood insurance, covering all materials, structures and improvements. Insurance shall be maintained until the Project is accepted by the County and the performance and payment bonds are released. The Builder's Risk Policy shall include Howard County, Maryland as an additional Insured.

(5) If the Project includes the installation of a boiler or heating, ventilating, air conditioning equipment, fiber optic or electrical cables, Sykesville shall purchase and maintain from the point of delivery of such equipment onto the site and for the duration of the Cooperative Agreement, a Boiler and Machinery Insurance policy at a limit of not less than \$5 million per occurrence, covering all such equipment.

(6) If any architectural, engineering, design, inspection or planning services are rendered, including approval of such activities of others, the following insurance is also required:

**Professional Liability/Errors and Omissions** coverage with limits of at least \$1,000,000 per claim. Sykesville shall continue to maintain such

insurance, covering incidents occurring or claims made, for a period of three (3) years after substantial completion of the Project.

(7) After the construction phase and for the duration of the Cooperative Agreement, Sykesville will purchase and maintain **All-Risk Property** Insurance covering all of the Historic Structures for full replacement cost naming Howard County, Maryland as Loss Payee. The County shall not be responsible for personal property of Sykesville or any tenants in the buildings.

(8) Upon each renewal of the Cooperative Agreement, insurance coverage requirements may be reviewed and adjusted based on current prevailing needs at the request of the County.

(9) Sykesville shall assure that all subcontractors performing services in accordance with this Cooperative Agreement carry identical coverage as shown above, either individually or as an Additional Insured on the policies of Sykesville. Exceptions may be made only with the approval of the County. Sykesville shall indemnify the County for any uninsured losses relating to the contractual services required under this Cooperative Agreement involving subcontractors, including workers' compensation claims.

(10) During the operation phase of the Cooperative Agreement, Sykesville shall assure that all tenants carry adequate commercial general liability insurance and property insurance to cover tenant's liability exposure, personal property, and leasehold improvements.

(11) Sykesville shall provide the County with Certificates of Insurance within 10 days of proposal award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 30 days prior notice of any cancellation of, intention to not renew, or material change in such coverage. Sykesville shall provide Certificates of Insurance before commencing work in connection with the contract. Sykesville shall continue to provide the County with evidence of policy renewals until the termination of the Cooperative Agreement.

(12) The providing of any insurance required herein does not relieve Sykesville of any of the responsibilities or obligations assumed by Sykesville in the contract awarded or for which Sykesville may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

B. Indemnification. Sykesville shall indemnify, defend and hold harmless the County, its officials, agents, employees, successors and assigns against and with respect to any and all losses, damages, suits, claims, judgments and expenses whatever ("losses"), including without limitation costs of investigation, litigation and attorney's fees, arising directly or indirectly from performance by Sykesville, its officers, employees, agents, volunteers, invitees, or subcontractors of this Cooperative Agreement, or otherwise arising directly or indirectly from the work to be performed, except only when such losses are solely attributable to and proximately caused by the gross negligence or the willful, malicious, or wanton misconduct of the County or its officials, employees or agents. The foregoing shall apply without limitation, to losses of all types including destruction or degradation of the environment including land, air, water, wildlife or vegetation, and all clean-up costs, fines, penalties and other pollution-related items. This indemnification is not to be deemed as a waiver of any immunity that may exist in any action against Howard

County, Maryland.

C. Insurance During Development. Sykesville acknowledges that it understands that the Historic Structures and all improvements Sykesville makes to the Historic Structures and Property are real property owned by the County. During the construction/rehabilitation phase, all structures, improvements and materials are covered under Sykesville's Builder's Risk Insurance Policy, inclusive of, or supplemented by, adequate flood insurance, covering all materials, structures and improvements. After written acknowledgement by the County of acceptance of completion of the Historic Structures, completed structures will be covered against loss by fire or other hazard by commercial all-risk property insurance and flood insurance provided by Sykesville, naming Howard County, Maryland as loss payee. The County may, but is not required to, rebuild County-owned structures that are damaged or destroyed by fire or otherwise. Sykesville acknowledges that the County is not liable for any loss of business suffered by Sykesville due to any damage to the Historic Structures or the Utilities at any time.

D. Safety. Sykesville accepts the property "as is." Preservation, rehabilitation, and maintenance of the Structure may result in exposure to harmful and toxic substances. Sykesville shall assure compliance with all relevant MOSH standards.

(1) Sykesville shall be responsible for initiating, maintaining and supervising all safety programs in connection with the work. Sykesville shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA, MOSH, City and County ordinances and codes, uniform fire codes, DOT regulations and Owner facility rules and regulations.

(2) Sykesville shall have in place a comprehensive Safety and Health Program, shall effectively execute the Safety and Health Program elements and maintain the job site in a safe and healthful manner. Sykesville shall appoint and maintain a qualified individual as the Safety Compliance Officer and shall assure that such person or designee is on-site at all times when work is conducted. The County reserves the right to audit Sykesville safety related records at any time.

(3) Sykesville shall provide any and all "competent persons" as required by MOSH standards for all work. Sykesville shall report to the County any governmental inspections or inquiries at the job site. The reason for the inspection and the results of the inspection shall be shared with the County as soon as possible but no later than the next business day.

(4) Sykesville shall comply with all specific Howard County safety-related policies as requested by the Howard County Safety and Loss Control Coordinator. Safety violations shall be corrected immediately or operations terminated until compliance with the specific standards are met. Failure to comply will result in a One Thousand Dollar (\$1,000.00) penalty per day. Repeated violations of the same type may result in termination of the

Cooperative Agreement.

## **8. DEFAULT AND REMEDIES**

A. Default Defined. Sykesville shall be deemed to be in default under the terms of this Cooperative Agreement upon the occurrence of any one of the following:

(1) Sykesville fails to construct the Historic Structures or Utilities, in accordance with the Approved Plans.

(2) Sykesville fails to take appropriate action within thirty (30) days after written notification by the County of unsatisfactory progress in constructing the Historic Structures or Utilities and thereafter Sykesville fails to maintain satisfactory progress in construction of the Historic Structures and Utilities.

(3) Sykesville fails to commence appropriate and effective corrective action within thirty (30) days after written notification by the County of non-compliance with specified engineering requirements or the Approved Plans during the construction of the Historic Structures and Utilities, and thereafter Sykesville fails to diligently pursue and complete such corrective action.

(4) Sykesville fails to maintain the Property or utilize the Historic Structures in accordance with this Cooperative Agreement or otherwise breaches a material term of this Cooperative Agreement.

B. Remedies. In the event of any default by Sykesville in its performance of this Cooperative Agreement, the County shall have the right to enforce this Cooperative Agreement, as provided by law, shall give Sykesville written notice of said default and shall have the following rights which may be exercised cumulatively:

(1) Given notice of the default to the bonding company issuing the surety, requiring the company to elect, in writing and within thirty (30) days, to either: (a) complete the Historic Structures and, Utilities, in accordance with the Approved Plans by the date determined by the County; or (b) indemnify the County for the costs, request the County to complete the Historic Structure and Utilities, and pay to the County within thirty (30) days after the County's demand therefore, the full costs incurred by the County to complete the Historic Structures and Utilities, including but not limited to, the costs of constructing, engineering and inspecting the Historic Structures and Utilities, and the associated overhead and administrative costs.

(2) The right to enter upon the Property to construct or complete the Historic Structures and Utilities;

(3) The right to recover from Sykesville all such additional costs as may be incurred by the County in order to complete the Historic Structures and Utilities, in

accordance with the Approved Plans.

## 9. MISCELLANEOUS

A. Complete Understanding. This Cooperative Agreement and attachments incorporated herein contain, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Cooperative Agreement.

B. Amendments. This Cooperative Agreement may be amended, but only in a writing signed by both Sykesville and the County.

C. Notice. Any notice, demand, consent, approval, request or document to be provided hereunder to a party hereto shall be in writing and shall be deemed to have been given and received: (a) on the date of delivery, if given by hand delivery and signed for by the recipient party, or (b) on the next business day following delivery to an overnight delivery or other messenger service, if given by an overnight delivery or other messenger delivery service and signed for or refused by the recipient party, or (c) if given by telecopy, when the telecopy is transmitted to compatible equipment in the possession of the recipient and confirmation of complete receipt is received by the sending party during normal business hours or on the next business day if not confirmed during normal business hours, or (d) five (5) business days after it is posted with the United States Postal Service, if given by certified mail, postage prepaid, return receipt requested. Any notice, demand, consent, approval, request or document to be provided hereunder shall be provided to the recipients at the addresses shown below or to such other recipients or addresses in the United States as the party changing its recipient or address may designate from time to time by notice to the other party:

### If to the **County**:

Director, Howard County Department of Recreation and Parks  
7120 Oakland Mills Road  
Columbia, MD 21046  
Phone No. 410-313-4640  
Fax No. 410-313-1699  
Email: garthur@co.ho.md.us

### If to **Sykesville**:

Mayor, Town of Sykesville  
7547 Main Street  
Sykesville, Maryland 21784  
Phone No.: 410-795-8959  
Fax No.: 410-795-3818  
Email address: Sykesville.net

D. Effective. This Cooperative Agreement shall become effective upon and only

upon its execution and delivery by each party hereto.

E. Maryland Law. This Cooperative Agreement shall be interpreted according to the laws of the State of Maryland.

F. Exhibits. All appendices, exhibits, plats, and maps referred to herein are hereby incorporated by reference into this Cooperative Agreement as if they were fully set forth herein.

G. No Transfer or Assignment. This Cooperative Agreement may not be transferred, assigned or otherwise alienated by Sykesville. Any such transfer, assignment or alienation shall be considered null and void.

H. Force Majeure. In the event Sykesville is delayed or prevented from commencing or completing construction pursuant to this Cooperative Agreement within the Schedule specified by reason of war, riot, insurrection, strikes, epidemics, earthquakes, tornadoes, floods, explosions, governmental restraints, restrictions or limitations, or the unavailability of materials due to strikes or for any other reasonable delays (hereinafter collectively referred to as "Force Majeure"), the performance required of Sykesville shall be excused for as long as such event of Force Majeure shall continue and the period of time specified herein for performance by Sykesville shall be automatically extended by the number of days during which performance was precluded by the continuance of such event of Force Majeure.

I. Certificate of Occupancy. No certificate of occupancy for any improvements shown and described on the Approved Plans shall be issued without the prior approval by the County of the adequacy of access, drainage and other essential public improvements pertinent to the property being certified, and compliance with all other applicable requirements of the Howard County Building Code.

**IN WITNESS WHEREOF**, the County and Sykesville by their respective duly authorized representative, enter into this South Branch Park Cooperative Agreement and Lease as of the date hereinabove.

WITNESS:

**TOWN OF SYKESVILLE**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Jonathan S. Herman, Mayor



**STATE OF MARYLAND, COUNTY OF HOWARD, to wit:**

**I HEREBY CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2006 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James N. Robey, County Executive for Howard County, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the within South Branch Park Cooperative Agreement and Lease and he acknowledged that he executed the same for the purposes therein contained.

**AS WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SOUTH BRANCH PARK  
COOPERATIVE AGREEMENT AND LEASE**

List of Exhibits

Exhibit A: A graphic description of the Property showing approximate boundaries, adjacent roads, existing structures and features.

Exhibit B: Secretary of the Interior's Standards for Historic Preservation is the basic guideline to be used in the restoration.

Exhibit C: Conceptual site plan, preliminary floor plan and elevations for the Historic structures. This plan includes a project description, labeled photographs of the site/buildings, the location of roads, parking and any proposed exterior modifications.

Exhibit D: Schedule of Restoration

Exhibit E: Notice of Work Performed on County Property. Sykesville agrees to have every contractor or subcontractor who works on the restoration sign a copy of this notice acknowledging that the contractor or subcontractor understands that, as a matter of state law, mechanics' liens cannot be attached to the County-owned property for non-payment of bills submitted by the contractor or subcontractor to Sykesville. A sample of this notice is attached.

**SOUTH BRANCH PARK  
COOPERATIVE AGREEMENT AND LEASE**

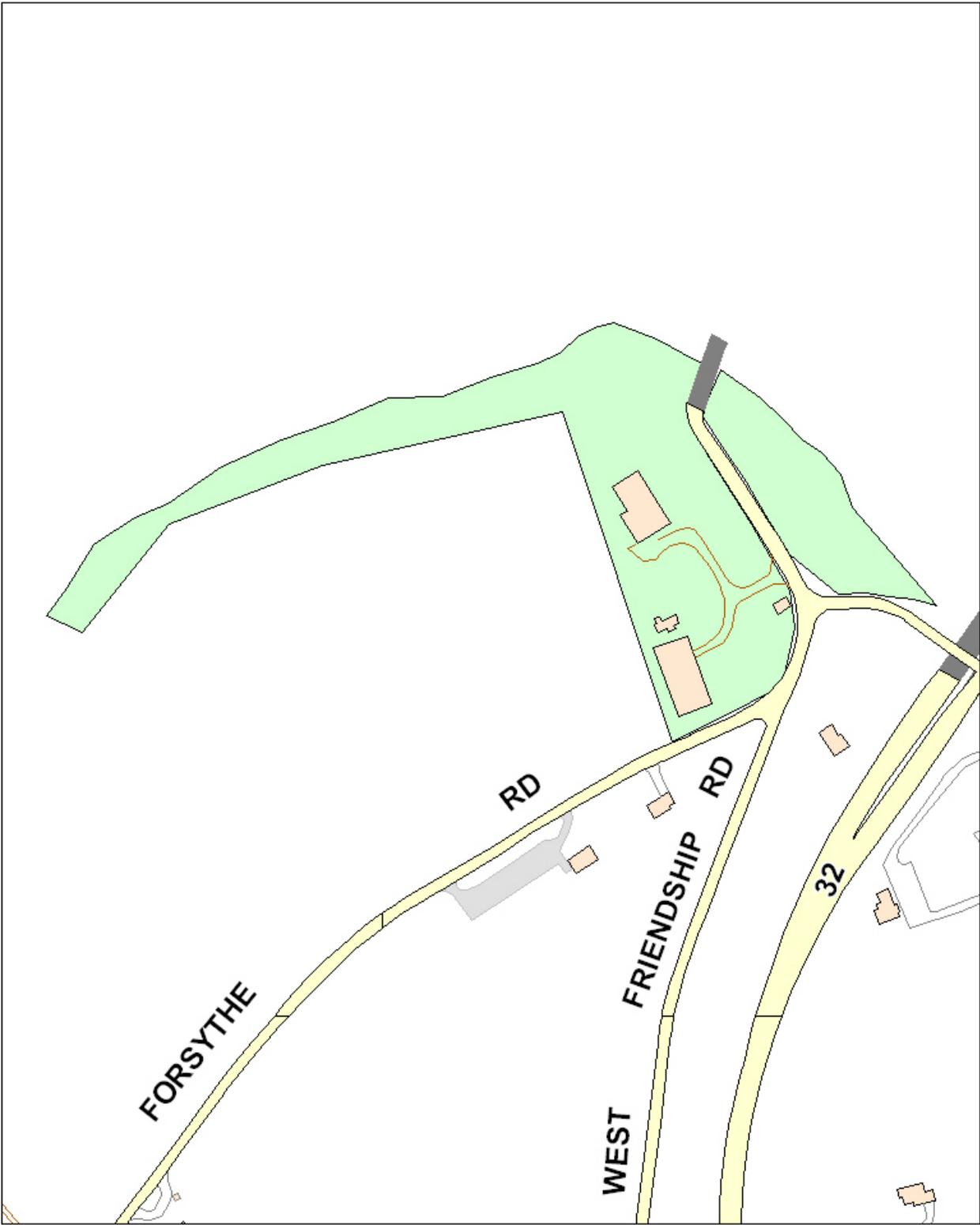
Description of Property

Exhibit A

Name of Property: South Branch Park

Description: 7.369 acres of land located on Map 4, Grid 22, Parcel 54 and known as 350 West Friendship Road, Sykesville, Maryland 21784 containing a 130x60 foot brick warehouse, a weigh station, a wooden water tower, a stone house known as the "Sykes House", and open space area.

See attached map.



**SOUTH BRANCH PARK  
COOPERATIVE AGREEMENT AND LEASE**

Exhibit B

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The following Standards, established by the Federal Government, are to be applied to the renovation of the Historic Structures of the Property. The Standards will be applied in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be

differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**SOUTH BRANCH PARK  
COOPERATIVE AGREEMENT AND LEASE**

**Conceptual Plan**

Exhibit C

**SOUTH BRANCH PARK  
COOPERATIVE AGREEMENT AND LEASE**

**Schedule of Restoration**

Exhibit D

**Brick Warehouse**

1. Inspect for structural integrity and make repairs as necessary, including roofs, walls, supports, floors and entry points.
2. Take necessary actions to make structure secure and weatherproof, including replacing and/ or installing appropriate doors and windows.
3. Take appropriate steps for pest mitigation.
4. Re-point bricks, caulking and other weatherproofing where needed.
5. Rewire structure and secure power supply from BGE.
6. Install water and sewage systems.
7. Install appropriate museum-quality HVAC system.
8. Construct parking areas

**Stone House/ Former Mill Office**

1. Inspect for structural integrity and make repairs as necessary, including roofs, walls, supports, floors and entry points.
2. Take necessary actions to make structure secure and weatherproof, including replacing and/ or installing appropriate doors and windows.
3. Take appropriate steps for pest mitigation.
4. Re-point stone if needed, make repairs to clapboard siding.
5. Rewire structure and secure power supply from BGE.
6. Install water and sewage systems.

**Weigh Station**

Stabilize and protect from weather where necessary, per recommendations of the 2001 Feasibility Study.

**Foundation of Former Metal Warehouse**

Cracks and surface repair as necessary.

## Recreational Areas

1. Identify locations of former structures on site using historical and archeological studies.
2. Create an historic site plan for future reference.
3. Landscape in accordance with approved site plan for landscaping.
4. Improve existing foundation/ slab for multi-use recreation.
5. Establish locations for electricity access.
6. Establish park trails and river pathways.
7. Construct parking areas.

**SOUTH BRANCH PARK  
COOPERATIVE AGREEMENT AND LEASE**

Exhibit E

NOTICE OF WORK PERFORMED ON COUNTY PROPERTY

**WHEREAS**, by the terms of a Cooperative Agreement dated \_\_\_\_\_ Between Town of Sykesville and Howard County, Maryland for the construction, preservation and rehabilitation of the County's property known as South Branch Park notice is hereby given and by this presence acknowledged that the property upon which the work is to be performed is real property owned by Howard County, Maryland, and thus, as a matter of state law, no mechanic's lien of any sort may attach to county-owned property; and

**WHEREAS**, \_\_\_\_\_ hereinafter "CONTRACTOR") and the Town of Sykesville (have) entered into a Contract dated \_\_\_\_\_ to which this Notice of Work performed on County property is incorporated by reference, for a portion of the construction, preservation and rehabilitation work on the \_\_\_\_\_.

**NOW, THEREFORE**, in order to meet the conditions imposed by the terms of the South Branch Park Cooperative Agreement and Lease with the County, and thereby be able to enter into the construction, preservation and rehabilitation contract with \_\_\_\_\_.

THE CONTRACTOR HEREBY EXPRESSLY ACKNOWLEDGES THAT HE HAS BEEN INFORMED THAT NO MECHANIC'S LIEN OF ANY SORT MAY ATTACH TO THE COUNTY'S REAL PROPERTY KNOWN AS SOUTH BRANCH PARK, 350 WEST FRIENDSHIP ROAD, SYKESVILLE, MD., UPON WHICH WORK IS PERFORMED BY THE CONTRACTOR UNDER HIS CONTRACT WITH \_\_\_\_\_.

I/ WE HAVE READ THE FOREGOING NOTICE OF WORK PERFORMED ON COUNTY PROPERTY AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

WITNESS:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

**SOUTH BRANCH PARK  
COOPERATIVE AGREEMENT AND LEASE**

Exhibit F

PROPOSED USES FOR HISTORIC STRUCTURES