

RIGHT OF ENTRY, CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS RIGHT OF ENTRY, CONSTRUCTION AND MAINTENANCE AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 2026, by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic (hereinafter referred to as the “County”) and **HONEYGO REGIONAL VETERANS MEMORIAL INCORPORATED**, a non-profit association organized and existing under the laws of the State of Maryland (hereinafter referred to as the “**Developer**”).

RECITALS

WHEREAS, the County is the fee simple owner of certain real property known as Gough Park, located at 9300 Honeygo Blvd, Perry Hall, MD 21128 in the 11th Election District of Baltimore County, Maryland containing approximately 29.761 acres, as more particularly described in a deed from Bernard H. Schwartz, *et al*, dated June 20, 2000, and recorded among the Land Records of Baltimore County in Liber 14547, folio 7, *et seq.* (the “**Property**”); and

WHEREAS, the Developer desires to enter onto a portion of the Property, more specifically described on Exhibit A (the “**Premises**”) and construct a veterans memorial thereon, as more fully described on Exhibit A, attached hereto and incorporated herein by reference (the “**Memorial**”); and

WHEREAS, after completion of construction, the Developer intends to donate the Memorial, to be known as “Honeygo Regional Veterans Memorial”, to the County, subject to acceptance of the donation by the County Council, and the terms and conditions of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement which defines their respective rights, duties, and liabilities relative to the Memorial.

NOW, THEREFORE, WITNESSETH in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. USE; CONDITION OF LAND

1.1. Recitals. The Recitals hereinabove are not merely prefatory but are incorporated herein as substantive terms of this Agreement.

1.2. Developer Right of Entry. Permission is hereby granted to the Developer and the Developer's employees, licensed contractors and agents to immediately enter upon the Premises for the purposes of (a) conducting surveys, environmental studies and test borings, taking measurements, performing tests, taking photographs, temporarily erecting equipment and conducting other surveys, and staking, and (b) constructing and maintaining the Honeygo Regional Veterans Memorial in accordance with the terms and conditions of this Agreement, (the "Permitted Activities"), subject to the following conditions:

(i) The permission granted by this Right of Entry shall terminate as of the termination of this Agreement.

(ii) The Developer shall utilize only licensed commercial contractors to perform any of the Permitted Activities.

(iii) During the Term, the Developer shall require its contractors to maintain liability insurance, in form and amounts acceptable to the County and, upon demand, to provide the County with copies of the same. The insurance policy or policies shall name "Baltimore County, Maryland" as an additional insured.

(iv) Access is permitted solely for the Permitted Activities. The Developer represents, warrants and agrees that it shall not conduct or permit to be conducted on the Premises any activity in any manner which (A) is unlawful or in violation of any applicable legal or governmental requirements, ordinances or rules; (B) may be dangerous to persons or property, including, without limitation, the storage of any flammable or hazardous substances; (C) may invalidate or increase the amount of premiums for any policy of insurance affecting the Premises, and/or (D) conflicts with this Agreement or may create a nuisance or disturbance to other occupants of the Premises, or the adjoining Property. The Developer agrees to give the County at least 48 hours' advance notice of the date(s) on which construction will occur.

(v) The Developer will supervise or require its general contractor to supervise on site all work crews and will prevent any interference with the operations of the County or its licensees on the Premises, or the adjoining Property. The Developer and its contractor(s) shall participate in progress meetings with the County, on a weekly basis, or such schedule as shall be agreed upon by the parties.

(vi) The Developer shall dispose of any materials used or generated during performance of any activities on the Premises in accordance with all applicable federal, state and local laws, regulations, ordinances and orders, including without limitation and applicable permitting, notice or approval requirements. The Developer shall not use the County's trashcans or dumpsters.

(vii) The Developer does fully and forever release and discharge the County, its officials, employees and agents, from any and all claims, demands, damages, rights of action, or causes of

action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of this Right of Entry. The Developer, its employees, agents, and representatives assume the risk of loss or damage to any materials, equipment, or personal property brought onto, used or stored on the Premises and shall be solely responsible for the security and protection of the same during the Term of this Agreement.

1.3. County Right of Entry. The County and its officials, agents, servants, employees, successors and assigns, including any builder or contractor employed by the County, shall have the absolute and unconditional right, license and permission, at any and all reasonable times, to enter the Premises or any part thereof for any of the following purposes: (a) to inspect the Premises or the Memorial; (b) to enforce and carry out any provision of this Agreement; (c) to inspect, construct, maintain and repair existing public facilities upon the Premises; or (d) for any purpose whatsoever relating to the safety, protection or preservation of the Premises or the Memorial. The County shall use reasonable efforts to minimize interference to the Developer's business when conducting an inspection and/or making repairs, but the County shall not be required to perform the inspection and/or repairs at any time other than during normal working hours.

1.4. Condition of Premises. The County makes no representation or warranty with respect to the condition or state of the land or its fitness or availability for any particular use, and the County shall not be liable for any latent or patent defect thereon.

1.5. Public Use. The Developer acknowledges that the Premises were acquired in part with Program Open Space funding from the State of Maryland. The Developer further acknowledges that, as a condition of such funding, the State requires that such properties be operated, supervised, reserved and scheduled in such a fashion as to permit the facilities to be open to the general public, as regulated by the Baltimore County Department of Recreation and Parks (the "**Department**"), at all reasonable hours and times consistent with the type of facilities. Notwithstanding the foregoing, following delivery of the Premises to the Developer and until the Acceptance Date (as defined below), the Developer shall be entitled and authorized to secure the Premises and temporarily restrict access by members of the general public to areas where work is taking place on the Premises.

1.6. No Violations. The Developer shall not use or occupy or knowingly permit the Premises or any part thereof to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (a) violate any of the covenants, Agreements, provisions and conditions of this Agreement; or (b) violate any permits then in force with respect thereto; or (c) make it difficult for either the County or the Developer to obtain fire or other insurance required hereunder; or (d) violate any applicable laws.

2. TERM

2.1. **Term.** This Agreement shall be effective from the date of execution by all parties hereto (the “**Effective Date**”) and terminating on December 31, 2041 unless sooner terminated or extended by agreement of the parties.

3. CONSTRUCTION OF IMPROVEMENTS

3.1. **Construction/Funding.** The Developer will, in accordance with applicable development requirements, construct the Memorial on the Premises. Design of the Memorial shall be agreed upon jointly by the Developer and the County’s Property Management Division (“**Property Management**”). The Developer shall be responsible for all costs with respect to the design, approval, permitting, construction and equipping of the Memorial, which may include a grant to the Developer from the State of Maryland. The Developer shall engage a commercial contractor experienced in constructing memorials to construct the Memorial, subject to approval by the County. The County shall have the right to review and approve all plans and specifications for the Memorial. Selection of a project manager, if any, by the Developer shall also be subject to review and approval of the County. The Developer shall use best efforts to protect the remainder of the Property and shall cause its contractors and subcontractors to take all necessary actions to prevent interference with the public’s use of the Property, and to minimize disruption to adjacent properties.

3.2. **Commencement of Construction.** Construction of the Memorial shall commence as soon as practical after receipt of all applicable permits.

3.3. **Security.** The Developer shall require its contractors or subcontractors to provide payment and performance bonds naming the Developer and the County as dual obligees. Such security is in addition to, and not in lieu of, any security ordinarily required by governmental agencies in conjunction with the development process.

3.4. **ADA Compliance.** The Memorial shall be constructed in compliance with ADA and all other applicable legal requirements.

3.5. **Completion.** The construction of the Memorial shall be completed in accordance with all applicable construction standards, including, but not limited to, Baltimore County’s Department of Public Works Standard Specifications for Construction and Materials, no later than one (1) year from the date of this Agreement (the “**Completion Date**”). Upon completion of construction of the Memorial, the Developer shall schedule an inspection thereof with Property Management. In the event that Property Management determines that the Memorial as constructed is not acceptable, the Developer shall make any corrections and modifications reasonably required by Property Management, at the Developer’s cost. The Developer shall continue to maintain the

Memorial and the Premises, at its cost, until December 31, 2041, or such other date as shall be mutually agreed upon by the County.

3.6. Termination of Agreement. Failure of the Developer to complete construction of the Memorial to the satisfaction of the County by the Completion Date, constitutes a default under this Agreement, and the County shall have the right to terminate this Agreement in accordance with the termination provisions contained herein. The County shall have the right, in its sole discretion, to require the Developer to reconvey the Premises, (a) together with all improvements thereon, or (b) in its original condition (normal wear and tear excepted), to the County.

4. REPAIRS AND MAINTENANCE OF PREMISES AND MEMORIAL

4.1 Developer's Obligation. The Developer shall, throughout the Term of this Agreement, at its own cost and expense, keep and maintain, in good, sanitary and neat order, condition and repair, the Memorial and the inside perimeter of the Premises, and all appurtenances thereto, including, but not limited to, adjoining sidewalks, curbs, vaults and vault space, and any other equipment, grounds maintenance (including trash removal, mulching, shrub and tree planting) and shall promptly make all necessary or appropriate repairs, replacements or renewals of same, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen. Should the Developer fail to promptly comply with the provisions of this Section 4, the County shall have the right, but not the obligation, to make such repairs and maintenance and such expenses shall be charged to the Developer, and remitted to the County within thirty (30) days of receipt of an invoice therefor. Any amount so paid by the County and all costs and expenses incurred by the County in connection therewith, together with interest thereon at the rate of ten per cent (10%) per annum from the respective dates of the County's making of the payment or incurring of the cost and expense, shall be immediately due and payable by the Developer to the County.

4.2. County not Obligated. The County shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Memorial or the Premises during the Term.

4.3. Security. The Developer shall provide the County security that it will comply with its obligations in form and amount acceptable to the County, which may be a maintenance bond, letter of credit, or other security acceptable to the County. Such security is in addition to, and not in lieu of, any security ordinarily required by governmental agencies in conjunction with the development process.

5. UTILITIES AND SERVICES

5.1. Developer to Obtain. Except as otherwise herein specifically set forth, the Developer shall, at its sole cost and expense, arrange for the furnishing of all utilities used or

necessary for the construction and maintenance of the Memorial and the Premises, and the Developer covenants and agrees to pay all charges therefor directly, to the applicable public utility, governmental authority or private company furnishing such service to the Premises, the amounts due for such services as indicated by meters measuring the Developer's consumption thereof. If the Developer defaults in the payment of any such charges, the County may, at its option, but shall not be obligated to, pay the same for and on the Developer's account. Any amount so paid by the County and all costs and expenses incurred by the County in connection therewith, together with interest thereon at the rate of ten per cent (10%) per annum from the respective dates of the County's making of the payment or incurring of the cost and expense shall be immediately due and payable by the Developer to the County, in which event Developer shall promptly reimburse the County therefor.

5.2. County Not Liable. The County shall not be liable in any way to the Developer for any failure or defect in the supply or character of electrical energy or water and sewer service furnished to the Premises by reason of any requirement, act or omission of the public utility providing such service.

6. INSURANCE

6.1. The Developer shall procure and maintain, or cause its contractor to procure and maintain, during the Term of this Agreement the following required insurance coverages:

(a) Commercial General Liability Insurance with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for claims arising out of bodily injuries or death, and property damage. Such insurance shall include contractual liability insurance for any property of the County or of the public for claims for damage that may arise in or about the Premises from work or operations by the Developer, its contractors, subcontractors, agents, invitees, or anyone directly or indirectly employed by any of them.

(b) Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.

(c) Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

6.2. Baltimore County, Maryland, its elected/appointed officials, employees, and agents shall be named, as additional insureds on the policies described in Section 6.1(a) and (b) above with respect to the liability arising out of activities performed by or on behalf of the Developer in

connection with this Agreement.

6.3. The insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, subject to the limits of the insurer's liability.

6.4. To the extent of the Developer's negligence, the insurance coverage shall be the primary insurance as respects the County, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its elected/appointed officials, employees, or agents shall not contribute with the insurance or benefit the Developer in any way.

6.5. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to the County. There will be an exception for non-payment of premium, in which event ten (10) days' notice of cancellation shall be provided.

6.6. Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Best's surplus size VII and must be licensed/approved to do business in the State or Maryland.

6.7. The Developer shall furnish the County a certificate of insurance with a copy of the additional insured endorsement as verification that coverage is in force. The County reserves the right to require complete copies of insurance policies at any time.

6.8. Failure to obtain insurance coverage as required or failure to furnish certificate(s) of insurance as herein required shall be deemed an Event of Default of this Agreement, provided, however, that no act or omission of the County shall in any way limit, modify or affect the obligations of the Developer under any provision of this Agreement.

7. DISCHARGE OF LIENS

7.1. No Liens Permitted. The Developer will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge (levied on account of any imposition or any mechanic's, laborer's or materialman's lien or any conditional sale, title, retention agreement or chattel mortgage, or otherwise) which might be or become a lien, encumbrance or charge upon the Premises or any part thereof, having any priority or preference over or ranking on a parity with the estate, rights and interest of the County in the Premises or any part thereof or the income therefrom, and the Developer will not suffer any other matter or thing whereby the estate, rights and interest of the County in the Premises or any part thereof might be impaired; provided that any imposition may, after the same becomes a lien on the Premises, be paid by the Developer, and any mechanic's, laborer's or materialman's lien may be discharged in accordance with Paragraph 7.2 hereof.

7.2. Developer's Obligations. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, the Developer, within thirty (30) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If the Developer shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the County may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event the County shall be entitled, if the County so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by the County and all costs and expenses incurred by the County in connection therewith, together with interest thereon at the rate of ten per cent (10%) per annum from the respective dates of the County's making of the payment or incurring of the cost and expense shall be immediately due and payable by the Developer to the County.

7.3. No Consent by County. Nothing contained in this Agreement shall be deemed or construed in any way as constituting the consent or request of the County, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or to repair of the Premises or any part thereof, nor as giving the Developer any right, power or authority to contract for or permitting the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof, except as specifically set forth herein.

8. INDEMNIFICATION

8.1. Indemnification by Developer. Except for claims arising from the gross negligence or willful misconduct of the County, its agents, servants or employees, the Developer shall indemnify the County, its officials, employees and agents, and save them harmless from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' and other professional fees, for or due to loss of life, personal injury and/or damage to property arising out of the use of the Premises by the Developer.

8.2. Fundraising. Should the Developer engage in any fundraising activities with respect to the construction and/or maintenance of the Memorial, the Developer shall indemnify the County, its officials, employees and agents, and save them harmless from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' and other professional fees related to such fundraising activities.

8.3. Defense; Waiver. In case any action, suit, or proceeding is brought against the County, or its officials, employees, or agents by reason of any such occurrence, the Developer, on request of the County, shall, at the Developer's expense, defend the action, suit, or proceeding with

counsel designated by the Developer and approved by the County. The Developer waives all claims against the County for damages to the Memorial that are now on or will be placed or constructed on the Premises and to the property of the Developer in, on, or about the Premises, and for injuries to persons or property in or about the Premises or the Memorial from any cause arising at any time, except for such loss, injury, death, or damage arising by reason of the gross negligence or misconduct of the County, its agents, or employees, and except as otherwise expressly provided in this Agreement. The provisions of this Section 8 shall survive the expiration or sooner termination of this Agreement.

9. COMPLIANCE WITH LAW AND COVENANTS; ENVIRONMENTAL INDEMNIFICATION

9.1. Compliance with Laws. The Developer, throughout the Term of this Agreement and at its sole expense, in its use and possession of the Premises, shall keep in force all licenses, consents and permits necessary for the lawful use of the Premises for the purposes herein provided. It is understood and agreed that the Developer, in constructing and maintaining the Memorial, as well as its use of the Premises, shall comply fully with all federal, state and association of Fire Underwriters, or similar insurance body, all at the Developer's expense. The Developer covenants, at its expense, promptly to comply with and do all things required by any notice served upon it or upon the County in relation to said Premises or any part thereof, from any of the departments or agencies of (a) Baltimore County, including, but not limited to, the Health Department, the Department of Environmental Protection and Sustainability, and the Department of Permits, Approvals and Inspections, (b) the State of Maryland, or (c) the United States, if the same shall be caused by the Developer's construction of the Memorial or other use of the Premises.

The Developer shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of the failure of the Developer to comply with this covenant.

9.2. No Hazardous Materials. The Developer shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials, or allow the storage or use of such substances or materials in any manner, or allow any such materials or substances to be brought onto the Premises, in violation of applicable law. For purposes of this Agreement, "hazardous substances and materials" shall include, without limitation, those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. Sections 9601 *et seq.*), The Resources Conservation and Recovery Act of 1976 (RCRA), any substances regulated by any applicable state or local laws, and the regulations adopted thereunder. The Developer shall notify the County immediately in the event of its discovery of any hazardous waste at, upon, under or within the Premises, in violation of applicable law, or of any notice by a governmental authority or private party alleging that a disposal of hazardous waste on or near the Premises may have occurred. The Developer further agrees to provide the County full and complete access to any documents or

information in the Developer's possession or control relevant to the question of the generation, treatment, storage or disposal of hazardous waste on or near the Premises.

9.3. Environmental Indemnification. Except as otherwise provided for herein, the Developer shall indemnify and hold the County, its employees, agents, successors and assigns harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable attorneys' fees, arising out of any violation of or default in the covenants of this Section 9. The foregoing covenants and indemnifications shall survive the expiration or earlier termination of this Agreement. However, the Developer shall not be responsible for any prior violations of any environmental legal requirements involving hazardous substances or materials on the Premises by any predecessor user and/or occupier of the Premises, and the Developer's indemnification of the County does not extend to any costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands arising out of or in any way related to any such prior violations.

10. SIGNS

10.1. Signs. The Developer shall not erect any signs on the Premises without first obtaining the written consent of the County, after having submitted a sketch showing the size and location of such signs, and the method whereby they will be affixed to the Premises. The County's consent shall not be unreasonably withheld, delayed or conditioned.

11. NOTICES

11.1. Notices. Any notice required to be given under this Agreement shall be in writing, hand delivered, sent by recognized receipted overnight delivery, or mailed by United States certified mail, return receipt requested, postage prepaid. Notices shall be addressed as follows:

To County:

Property Management Division
1220 Long Green Pike
Glen Arm, MD 21057
Attn: Property Manager
Phone: 410.887.8961

With copy to:

Department of Recreation and Parks
305 West Chesapeake Avenue
Towson, Maryland 21204
Attn: Director
Phone: 410.887.3871

And:

Baltimore County Office of Law
400 Washington Avenue, 2nd floor
Towson, MD 21204
Attn: County Attorney
Phone: 410.887.4420

To Developer:

Honeygo Regional Veterans Memorial Incorporated
9704 Bernard Lewis Court
Perry Hall, MD 21128
Attn: Arnold F. Keller, III, President
Phone: 410.818.7211

Telephone numbers are only for the convenience of the parties, and communication via telephone is not deemed to constitute the requisite notice herein.

12. DEFAULTS

12.1. Event of Default. The occurrence of any one or more of the following events shall constitute an Event of Default under the terms of this Agreement:

(a) The vacating or abandonment of the Premises by the Developer, as defined in Section 13.

(b) The failure of the Developer to complete construction of the Memorial by the Completion Date.

(c) The failure of the Developer to maintain the Memorial and the Premises in accordance with the terms and conditions of this Agreement.

(d) The failure by the Developer, to make any payment required to be made by the Developer hereunder if the Developer shall fail to remedy such default within seven (7) business days following the giving of written notice of such default by the County.

(e) The failure by the Developer to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by the Developer, other than those described in subparagraph (d) above, where such failure shall continue for a period of thirty (30) days after notice thereof from the County to the Developer, provided, however, that if

the default is not reasonably susceptible of being cured within the thirty (30) day period, no event of default shall be deemed to have occurred hereunder so long as the Developer commences to cure the default within said thirty (30) day period and diligently prosecutes the same to completion.

(f) The making by the Developer of any general assignment or general arrangement for the benefit of creditors, the filing by or against the Developer of a petition to have the Developer adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against the Developer, the same is dismissed within ninety (90) days), the appointment of a trustee or receiver to take possession of substantially all of the Developer's property or the Developer's interest in this Agreement where such seizure is not discharged within ten (10) days, the attachment, execution or other judicial seizure of substantially all of the Developer's interest in this Agreement, where such seizure is not discharged within ten (10) days.

(g) Any material misrepresentation by the Developer to the County in connection with the negotiation or execution of this Agreement.

12.2. County's Rights Upon Default. Upon the occurrence of an Event of Default herein, the County may, at any time thereafter, with or without notice or demand, and without limiting the County in the exercise of any right or remedy which the County may have by reason of such default or breach:

(a) Terminate the Developer's right to possession of the Premises by any lawful means, in which case the Developer's possession shall be terminated and the Developer shall immediately surrender possession of the Premises to the County, in the condition set forth in paragraph 3.6 above; and/or

(b) Proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under this Agreement, including but not limited to, calling upon any guaranty, security, letter of credit, or bond and any other action authorized or permitted by applicable law, regulation, or equity.

12.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Developer, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

12.4. Non-Waiver. The receipt of any payment of money or consideration by the County, with knowledge of any breach of this Agreement by the Developer or of any default on the part of the Developer in the observance or performance of any of the conditions or covenants of this Agreement, shall not be deemed to be a waiver of any provisions of this Agreement or any rights and remedies of the County. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by either party, shall discharge or invalidate such covenant or provision or affect the right of such party to enforce the same in the event of any subsequent default.

13. ABANDONMENT

13.1. Abandonment. Except for reasons of labor difficulties, inability to procure materials, restrictive governmental laws or regulations, insurrection, war, acts of God, acts of terrorism, or other reason of like nature not the fault of the Developer, in the event that the Developer (a) ceases work on the construction of the Memorial, for a period of fourteen (14) consecutive days or more, (b) fails to timely maintain the Memorial and the Premises, or (c) the Premises are otherwise abandoned for a period of fourteen (14) consecutive days or more, the County may, at its option, terminate this Agreement such that it is of no further force and effect. The exercise of such option by the County shall not affect any of the Developer's obligations under this Agreement which shall survive the expiration or earlier termination of the Term.

14. DONATION TO COUNTY

14.1. Donation to County. Upon completion of construction of the Memorial, the Developer shall make a written offer to donate the completed Memorial to the County. Upon receipt of such written offer of donation, Property Management shall inspect the Premises and the Memorial, as set forth in paragraph 3.5 above. Once Property Management is satisfied with the fully constructed Memorial, Property Management shall notify the County Administrative Officer of its recommendation and submit a request to the County Council to accept the donation. The date on which the donation is accepted by the County Council is the "**Acceptance Date**". Notwithstanding acceptance of the Memorial, the Developer's obligations under this Agreement shall continue through the remainder of the Term.

14.2. No Public Entry, Use or Occupancy. In addition to the provisions of Section 1.5 above, until the Acceptance Date, no person or member of the general public shall be permitted or allowed entry onto, use of or occupancy of the Premises or the Memorial, or any portion thereof, for any purpose whatsoever without the express permission of the Developer.

15. RIGHT OF TERMINATION

15.1. For Default. Either party may terminate this Agreement for default, upon notice to the defaulting party, and failure of the defaulting party to cure such default within the applicable

cure period. The non-defaulting may proceed at any time or from time to time to protect and enforce all rights and remedies available to such non-defaulting party, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under this Agreement, including but not limited to, calling upon any guaranty, letter of credit, security or bond, and any other action authorized or permitted by applicable law, regulation, or equity.

15.2. For Convenience.

(a) The County may terminate the Agreement at any time if it determines that, in its sole discretion, it is in the best interests of the public health, safety and welfare. The Developer acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

(b) The County may terminate this Agreement, without cause, by providing prior written notice thereof to the Developer at least thirty (30) days prior to the intended date of termination.

(c) The Developer acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

15.3. Effect of Termination. The effect of termination of the Agreement as provided for hereinabove will be to discharge both the County and the Developer from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. Further, upon termination of the Agreement for any reason whatsoever, all right, title and interest to the Premises and the Memorial will vest solely in the County.

16. REPRESENTATIONS AND WARRANTIES

16.1. County's Representations. The County hereby represents and warrants to the Developer that:

(a) The County is a political subdivision of the State of Maryland, authorized to conduct the business in which it is engaged.

(b) The County is authorized to execute, deliver and perform under this Agreement.

(c) The person executing this Agreement for the County is duly authorized by the County to execute and seal this Agreement on the County's behalf.

(d) The County will not violate the order of any court or governmental authority or breach any contract by entering into this Agreement.

(e) There are no actions, suits, etc. pending or, to the best of its knowledge, threatened which might adversely affect the County's right to enter into or perform under this Agreement.

16.2. Developer's Representations. The Developer hereby represents and warrants to the County that:

(a) The Developer is a non-profit association organized under the laws of the State of Maryland, qualified to do business and in good standing in the State of Maryland, and authorized to conduct the business in which it is engaged.

(b) The Developer is authorized to execute, deliver and perform under this Agreement.

(c) The person executing this Agreement for the Developer is duly authorized by the Developer to execute and seal this Agreement on the Developer's behalf.

(d) The Developer will not violate the order of any court or governmental authority or breach any contract by entering into this Agreement.

(e) There are no actions, suits, etc. pending or, to the best of its knowledge, threatened, which might adversely affect the Developer's right to enter into or perform under this Agreement.

(f) The Developer is a sophisticated party and acknowledges that the Developer has been represented (or has had the opportunity to be represented) in the execution of this Agreement by independent legal counsel.

16.3. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COUNTY DID NOT AND IS NOT MAKING, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE, CONDITION, ECONOMICAL, FUNCTIONAL, ENVIRONMENTAL OR PHYSICAL CONDITION OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO: (A) MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, HAZARDOUS SUBSTANCES, PCB'S, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL LAWS OR REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE ECONOMICAL, FUNCTIONAL, ENVIRONMENTAL OR PHYSICAL CONDITION OF THE PREMISES; OR

(B) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PREMISES; OR (C) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, FRANCHISE (PUBLIC OR PRIVATE), LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; OR (D) THE COMPLIANCE OF THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; OR (E) ANY OTHER MATTER WHATSOEVER EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. THE DEVELOPER HAS NOT, WITH REGARD TO THE NATURE, CONDITION, ECONOMICAL, FUNCTIONAL, ENVIRONMENTAL OR PHYSICAL CONDITION OF THE PREMISES, RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF THE COUNTY, AND/OR ANY AGENT, REPRESENTATIVE, EMPLOYEE OR OFFICIAL OF THE COUNTY EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. THE DEVELOPER REPRESENTS AND WARRANTS TO THE COUNTY THAT: (A) THE DEVELOPER IS KNOWLEDGEABLE IN MATTERS OF REAL ESTATE; (B) THE DEVELOPER IS RELYING SOLELY ON THE DEVELOPER'S OWN EXPERTISE AND THAT OF THE DEVELOPER'S CONSULTANTS WITH RESPECT TO THE PREMISES; (C) THE DEVELOPER SHALL ASSUME THE RISK THAT ADVERSE MATTERS (INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS) MAY NOT HAVE BEEN REVEALED BY THE DEVELOPER'S INSPECTIONS, TESTS, STUDIES AND INVESTIGATIONS OF THE PREMISES.

17. MISCELLANEOUS

17.1. Captions; Gender. It is understood that the use of the singular herein shall include the plural and vice versa, and that the use of the masculine personal pronoun shall include all genders.

17.2. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.3. Headings. All headings in this Agreement are intended for convenience of reference only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

17.4. Successors and Assigns. The covenants, conditions and Agreements contained in this Agreement shall bind and inure to the benefit of the County and the Developer, and their respective successors and assigns.

17.5. No Joint Venture. Nothing contained in this Agreement is intended or will be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or a joint venture between the County and the Developer or as establishing either party as the agent or representative of the other party for any purpose or in any manner whatsoever.

17.6. Applicable Law. This Agreement was made in the State of Maryland and shall be governed by and construed in all respects in accordance with the laws of the State of Maryland and Baltimore County. The parties consent to the jurisdiction of and agree that venue shall be proper in the District or Circuit Court of Baltimore County, Maryland.

17.7. Time of Essence. Time is of the essence as to all provisions of this Agreement.

17.8. Integration of Agreements. This Agreement contains the final and entire Agreement terms and conditions between the parties with respect to any matters contained herein and supersedes all prior negotiations and writings with respect thereto. This Agreement may be modified only in writing and signed by the legally authorized representatives of the parties in interest at the time of the modification.

17.9. Divisible Contract. For the purpose of any suit brought or based on this Agreement, this Agreement shall be construed to be a divisible contract, to the end that successive actions may be maintained thereon as successive periodic sums shall mature or be due hereunder, and it is further agreed that failure to include in any suit or action any sum or sums then matured or due shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted.

17.10. Non-Discrimination Provisions. In the execution of the obligations and responsibilities hereunder, including, but not limited to, contracting, hiring or employment made possible by or relating to this Agreement, the Developer shall not and shall not allow its agents to:

(a) Fail or refuse to hire, or discharge, any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment;

(b) Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or

otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

(c) All solicitations or advertisements for employees shall state that Developer is an equal opportunity employer.

17.11. No Waiver. Nothing herein shall be construed to be a waiver of any of the terms, covenants or conditions herein contained, unless the same shall be in writing, signed by the party to be charged with such waiver; and no waiver of the breach of any covenant herein shall be construed as a waiver of such covenant or any subsequent breach thereof.

17.12. Failure to Respond. In the event the party required to give any consent hereunder has not responded within thirty (30) days, it shall be deemed a denial.

17.13. County Seal. The Developer may not use the County's name or seal without the County's written consent.

17.14. Political Contribution Disclosure Affirmation. The Developer affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, that a person making or having a single contract with a single governmental entity involving cumulative consideration of at least \$200,000 shall file an initial statement, and semi-annual statements as applicable, with the State Board of Election disclosing applicable contributions of \$500 or more, or the lack thereof.

17.15. LGTCA. Notwithstanding anything herein contained to the contrary, the Developer acknowledges that the County is a political subdivision and its obligations hereunder are given only to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, and subject to the notice requirements and damages limitations stated in applicable law, including, but not limited to the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, *et seq.* (2013 Repl. Vol.) (the "LGTCA"); and Md. Code Ann. Cts. & Jud. Proc. § 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

17.16. Publicity. Neither party shall issue any press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

17.17. Survival. Those sections in this Agreement which by their nature are intended to survive, including but not limited to the Developer's Representations and Warranties and Indemnification, shall survive the termination of this Agreement.

17.18. County's Approval or Consent. Except as may otherwise be provided for herein, whenever the County's consent or approval is required, it shall not be unreasonably withheld, delayed or conditioned.

17.19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, together, shall be deemed to constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

18. GOVERNMENTAL CONTROL

18.1. Governmental Control. The County hereby expressly reserves the right and duty at all times to exercise full governmental control and regulation with respect to all matters connected with the Premises.

(Signatures on following page)

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

WITNESS: COUNTY:
BALTIMORE COUNTY, MARYLAND

By: _____
D'Andrea L. Walker
County Administrative Officer

Reviewed and Approved:

By: _____
Director, Office of Budget and Finance Date

By: _____
Chief, Property Management Date

By: Bryan Sheppard 8/5/26
Director, Recreation & Parks Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
(Subject to execution by the duly authorized administrative
official and Chairman of the County Developer, as indicated)

SD 8-5-26

Office of the County Attorney*Approval of Legal Form and Sufficiency Does Not Convey
Approval or Disapproval of the Substantive Nature of This
Transaction. Approval Is Based Upon Typeset Document
- All Modifications Require Re-Approval

BALTIMORE COUNTY COUNCIL

By: _____
Chair

(Remaining Signatures on Following Page)

WITNESS:

DEVELOPER:
**HONEYGO REGIONAL VETERANS MEMORIAL
INCORPORATED**

Victoria L. Keller

By:

Arnold F. Keller, III

Arnold F. Keller, III
President

EXHIBIT A

PREMISES

[Attached]

