

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 1st day of August, 2003, by and between The Board of Education of Howard County, a body politic and corporate, hereinafter referred to as the Grantor, and Patuxent Publishing Company, Inc., hereinafter referred to as the Grantee.

WHEREAS, the Grantor is the fee simple owner of all that certain real property set forth in a Deed, dated February 6, 1969, from The Howard Research and Development Corporation to the Board of Education of Howard County, recorded among the Land Records of Howard County at Liber 506, Folio 213, and containing 52.252 acres, more or less, and hereinafter referred to as the "real property;"

WHEREAS, the Grantor has constructed on the said real property certain buildings, athletic fields, recreational facilities, and other improvements and operates two public schools, one known as Wilde Lake High School and the other school being Wilde Lake Middle School, on the said real property;

WHEREAS, a portion of the Grantor's real property is adjacent to property owned by the Grantee; and

WHEREAS, the Grantee desires to construct and maintain a Parking Lot on a portion of the Grantor's real property described in Exhibit A for use by the Grantee and its invitees.

NOW, THEREFORE, IN CONSIDERATION OF the above premises, which are hereby incorporated fully by reference, the terms and conditions of this Agreement hereinafter set forth, the sum of Fifty Thousand Dollars (\$50,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor at the time of recording this Agreement, the parties agree as follows:

- Parking Lot License:** The Grantor does hereby grant and convey unto the Grantee, its successors and assigns, an exclusive license in, on, over, and upon that portion of the Grantor's real property described in Exhibit A, which is attached to and fully incorporated into this Agreement, for a period of ten years commencing on August 1, 2003, and terminating on July 31, 2013, for the purpose of Grantee's constructing and maintaining a Parking Lot for use by the Grantee and its invitees, subject to the terms and conditions set forth in this Agreement. This Agreement may be extended beyond July 31, 2013, only by mutual, written agreement of the parties.
- Construction:** Grantee shall construct the Parking Lot on the property designated on Exhibit A in accordance with plans, specifications, and a site plan, attached and incorporated herein as Exhibit B, which has been approved in advance of construction by the Grantor and all governmental entities whose approval is required by law. Grantee shall provide landscaping on the real property to the satisfaction of the Grantor. The workmanship and materials used shall be of first-class quality consistent with industry standards. The Parking Lot shall be one constructed with cement or black topping. The Grantee shall obtain written approval in advance from the Grantor regarding the dates of all construction and/or maintenance, so that such activities shall in no way interfere with the Grantor's use of the real property.
- Maintenance:** The Grantee at its sole expense shall maintain the Parking Lot and the License area described in Exhibit A in a clean and well-kept condition and in good repair and in compliance with all applicable Federal, State, County, and local environmental laws and all applicable local covenants. Maintenance shall include but not be limited to: a) keeping the Parking Lot clean and free of debris as well as snow and/or ice; b) maintaining the Parking Lot surface in good, smooth condition, free of potholes, gaps, or gores, and, if necessary to comply with this maintenance provision, reconstruct the said Parking Lot, subject to the applicable provisions of this Agreement; c) maintaining lighting for security purposes in the Parking Lot; d) providing any necessary security to insure public safety; e) bearing all costs of providing lighting for the parking lot, including but not limited to the payment of all utility

charges incurred for the Parking Lot and any remaining portion of the property covered by this Agreement; f) landscaping, grass cutting, watering, pruning, trimming, and replacement of any dead landscaping materials when and where necessary on the property subject to this Agreement; and g) such other maintenance required to maintain the real property described in Exhibit A in a clean and well-kept condition and in good repair and in compliance with all applicable Federal, State, County, and local environmental laws and all applicable local covenants. In the event Grantor receives a notice of a violation of a covenant and/or a statute, ordinance, rule, or regulation, the Grantor shall provide written notice to Grantee of such violation within ten (10) days of receipt. If the Grantor determines that Grantee is failing to maintain the property subject to this Agreement as provided in this Agreement, then the Grantor, following five (5) business days' prior written notice to the Grantee, shall have the right to perform such maintenance on the property that the Grantor deems necessary to comply with this Agreement, and in each such case Grantee shall reimburse Grantor within thirty (30) days after receipt of an invoice for the actual costs of such maintenance performed by the Grantee. Except as provided in this Agreement, the Grantee shall have no other obligations with respect to the property described in Exhibit A.

4. Use: The property described in Exhibit A shall be used by the Grantee as a parking lot for its employees, tenants, subtenants, and business invitees only. Subject to the prior approval of the Grantor, which shall not be unreasonably withheld, the Grantee may place its own signs on the Parking Lot. The Grantor shall have the right to have use of the Parking Lot, without charge, from time to time for school and/or school related or school sponsored events or activities, provided that Grantor provides Grantee with forty-eight (48) hours written notice of Grantor's desire for use of the Parking Lot, and provided that: (i) the Grantee is not using the Parking Lot on the dates and times requested; and (2) the Grantee not be liable to the Grantor for any loss, claim, damage, or liability resulting from Grantor's use of the Parking Lot. The Grantee shall endeavor to accommodate Grantor's request for use of the Parking Lot whenever possible, provided that the Grantor's use shall not unnecessarily interfere with the conduct of Grantee's business. The Grantee shall not have the right to sub-let, license, and/or charge a fee for the use of the Parking Lot and/or the property described in Exhibit A to any person or entity. The Grantor shall have the right to enter onto the property described in Exhibit A at any time without notice to the Grantee. Grantor shall indemnify and hold harmless the Grantee, its officers, agents, employees, and successors in interest from any and all claims, losses, damages, suits, causes of action, costs, and/or expenses (including but not limited to reasonable attorney's fees) in connection with any injury to or death of any person(s) and or any damage to or destruction of property occurring on or about the property subject to this Agreement and arising wholly or in part as a result of any act or omission of the Grantor and/or its agents, contractors, subcontractors, invitees, employees, or the employees or agents of any of them in the use of the said Parking Lot by Grantor.

5. Insurance And Indemnification: The Grantee shall carry commercial general public liability and broad form property damage insurance with respect to the property subject to this Agreement with insurance companies, having an AM Best rating of A VIII or better and authorized and licensed to do business in Maryland, to afford protection with limits, per occurrence, of not less than Two Million Dollars (\$2,000,000.00), combined single limit, with respect to personal injury, death, and property damage. Such insurance policies shall name the Grantor as an additional insured and shall provide for a deductible not to exceed Five Thousand Dollars (\$5,000) per occurrence with respect to any coverage. The Grantee shall pay any and all claims and costs up to the Five Thousand Dollars (\$5,000) deductible per occurrence, and all claims and costs above that amount shall be fully covered by the above-referenced insurance. The Grantee shall provide Grantor with written proof of such insurance at the commencement of this Agreement and every year thereafter.

With respect to the construction, operation, maintenance, and use of the property (except for Grantor's use of the parking lot) subject to this Agreement, the Grantee shall indemnify and hold harmless the Grantor, its members, officers, agents, successors, and assigns against any and all claims, losses, damages, suits, causes of action, costs, and/or expenses (including but not limited to reasonable

attorney's fees) in connection with any injury to or death of person(s) and/or damage to or destruction of property occurring on or about the property subject to this Agreement and arising wholly or in part as a result of any act or omission of the Grantee and/or its agents, contractors, subcontractors, invitees, employees, or the employees or agents of any of them.

6. **Rights and Obligations Binding:** The rights and obligations of this Agreement shall inure to the benefit of each of the parties and their respective successors in interest (by corporate merger, consolidation, reorganization, or otherwise), and be binding upon the Grantor's property, and the Grantee's right shall at all times be subject to such rights and obligations for the term of this Agreement or any extension thereof.

7. **Termination by Grantor.** The Grantor shall have the right to terminate this Agreement and the license and rights granted under this Agreement in the event that one of the following occurs: (a) Grantor in its sole and absolute discretion determines that the real property described in Exhibit A, constituting the license property, is needed for school purposes and/or the Grantee's use of the said property is interfering with and/or adversely affecting Grantor's ability to operate and maintain a safe school environment for the students attending either Wilde Lake High School and/or Wilde Lake Middle School; or (b) Grantor determines in its sole and absolute discretion that Grantee has breached this Agreement and has not cured the breach to Grantor's reasonable satisfaction within forty-five (45) days after having received written notice from Grantor of such breach. In the event that any one of the above events occurs, the Grantor may terminate this Agreement (including the license and all rights granted in this Agreement) by providing written notice to the Grantee at the address provided in Paragraph 12 of this Agreement that this Agreement and all rights of Grantee hereunder shall terminate ninety (90) days after receipt of the said written notice. In the event of termination of this Agreement, whether by expiration of the term of this Agreement or by action of the Grantor under this Paragraph 7, any and all improvements on the subject property shall become the property of the Grantor. In the event the Grantor acts to terminate the license prior to the termination date specified in this Agreement for any reason specified in subsection (a) of this Paragraph 7, the Grantor shall refund to the Grantee a pro-rated portion of the monetary consideration paid to the Grantor by the Grantee equal to a fraction representing the remaining portion of the term of this Agreement. In the event that the Grantor terminates this Agreement pursuant to the provisions of Paragraph 7(a) and in the event the Grantor uses the parking lot, as constructed by the Grantee, as a parking lot, the Grantor shall reimburse the Grantee for the unamortized portion of the cost of constructing the parking lot, provided that the cost of construction shall be amortized over the ten (10) year length of this Agreement and amortization shall be calculated on a straight line basis. The "cost of constructing the parking lot" shall and is hereby defined as the contract price that Grantee pays to its contractor for the construction of the parking lot.

8. **Authority:** Each of the parties hereby warrants that it has full power and authority to enter into this Agreement and to perform each of the covenants and promises contained in this Agreement and that the individuals executing this Agreement have been duly authorized to do so by each respective party.

9. **Modifications:** Modifications, waivers, and consents respecting this Agreement shall only be binding if in writing and signed by the party against whom such modification, waiver, and/or consent is sought to be enforced. Wherever in this Agreement the approval or consent of the parties is required, the granting of that approval or consent shall not be unreasonably withheld or delayed.

10. **Enforcement:** If an action is instituted by either party to enforce and/or interpret this License Agreement, each party shall pay its own attorneys' fees, litigation costs, and Court costs. Any and all disputes arising out of or in any way related to this Agreement shall be resolved by litigation in the Circuit Court for Howard County, Maryland, which shall have sole and exclusive jurisdiction over all such disputes.

11. Governing Law: This Agreement has been executed in and shall be interpreted in accordance with the laws of the State of Maryland.

12. Notices: All notices and other communications hereunder shall be in writing and shall be deemed duly given if personally delivered or mailed by certified or registered mail, return receipt requested, postage pre-paid, overnight delivery, or messenger service, to the following:

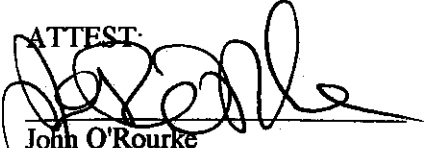
If to Grantor: Board of Education of Howard County
Attention: Superintendent of Schools
10910 Route 108
Ellicott City, MD 21042

If to Grantee: Patuxent Publishing Company, Inc.
Attn: The President
10750 Little Patuxent Parkway
Columbia, MD 21044

13. This Agreement In General: Both Grantor and Grantee declare that they fully understand all the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily after having had the advice of legal counsel. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, or conditions, oral or written, other than those expressly set forth in this Agreement. It is the intention and agreement of the parties that no change to any provision of this Agreement shall be effected in any manner whatsoever, except by subsequent written agreement of the parties, executed in the same formality and in the same manner as the execution of this Agreement. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland. However, in the event there is found to be any ambiguity in the language of this Agreement, the interpretation of the language favoring the Grantor shall control and govern any such dispute between the parties. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. If either party to this Agreement breaches this Agreement, then the other party shall have the right, at its election, to sue for damages for such breach, to compel specific performance, rescind this Agreement, and/or seek such other remedies or relief as may be available at law or in equity.
14. Recording Fees: This Agreement shall be recorded among the Land Records of Howard County by the Grantor upon receipt of payment of the monetary consideration from the Grantee. The Grantee shall be responsible for all costs of recording this Agreement.
15. Title: Grantor represents and warrants to Grantee that it owns in fee simple the property described in Exhibit A and that the property is not subject to any mortgage. Grantor makes no other representations or warranties regarding the said property.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement as of the date first written above.

ATTEST:


John O'Rourke
Secretary-Treasurer

The Board of Education of Howard County

By: 
Sandra French

Chairman
GRANTOR

This License Agreement has been reviewed and approved for execution by the Board of Education of Howard County.

John O'Rourke
Superintendent of Schools

ATTEST:

Patuxent Publishing Company, Inc.

Secretary

By: _____
James Quimby
President
GRANTEE

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2003, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Sandra French, who made oath in due form of law that she is the Chairman of the Board of Education of Howard County and that she, being duly authorized to do so, executed the foregoing document on behalf of the Board of Education of Howard County by signing her name as Chairman.

WITNESS my hand and Notarial Seal

NOTARY PUBLIC
My Commission Expires:

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2003, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared James Quimby, who made oath in due form of law that he/she is the President of Patuxent Publishing Company, Inc., and that he/she, being duly authorized to do so, executed the foregoing document on behalf of Patuxent Publishing Company, Inc., by signing his/her name as President.

WITNESS my hand and Notarial Seal

NOTARY PUBLIC
My Commission Expires:

CERTIFICATION

I hereby certify that the foregoing written instrument was prepared under the supervision of the undersigned, an attorney duly admitted to the practice of law in the State of Maryland.

Richard D. Neidig, Esquire

After Recording, Please Return To:
Richard D. Neidig, Esquire
The Law Offices of Neidig & Dore, L.L.C.
9192 Red Branch Road
Suite 300
Columbia, MD 21045

DESCRIPTION FOR A
PARKING License

EXHIBIT A (pg. 1 of 2)

HOWARD COUNTY BOARD OF EDUCATION
TO
PATUXENT PUBLISHING COMPANY

BEGINNING for the same at end of the N 73° 21' 55" W 279.53 foot line as shown on a plat of subdivision entitled "Columbia, Village of Wilde Lake, Middle-Sr High School Site" dated January 23, 1969 and Recorded among the Land records of Howard County, Maryland in Plat book 15 at Folio 91, said point of beginning being labeled point 14 on said plat; thence running with and binding on the tract boundary of said plat,

- 1) North 53° 02' 48" West 165.69 feet to a point; thence leaving said tract boundary and running in across over and through said Middle - Sr. High School Site
- 2) North 36° 57' 12" East 25.00 feet to a point; thence
- 3) North 53° 02' 48" West 20.00 feet to a point; thence
- 4) North 36° 57' 12" East 70.00 feet to a point; thence
- 5) South 53° 02' 48" East 162.39 feet to a point; thence
- 6) Due South 54.46 feet to a point; thence
- 7) South 73° 21' 55" East 135.00 feet to a point; thence
- 8) South 16° 38' 05" West 45.00 feet to a point on said N 73° 21' 55" W 279.53 foot line of said plat; thence running with said line to the end
- 9) North 73° 21' 55" West 100.00 feet to the point of beginning

CONTAINING 20,981 square feet or 0.481 acres of land, more or less.

SUBJECT to the use of said roadway to the full extent of its 30 width, including said 3 foot strip, by the parties who may be entitled to use the same.