

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Ordinance 1208 concerning Approving Lease Agreement with
Piedmont Properties LLC (Promenade Grille)**
(Public Hearing)

Date: **10/7/2025**

Notice: Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

Purpose:

<input type="checkbox"/>	FYI
<input checked="" type="checkbox"/>	Read and Comment as Needed
<input checked="" type="checkbox"/>	Action Required by October 20, 2025
<input type="checkbox"/>	In Confidential File Drawer

Approve:

Johnny Boker	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No Comment
Comment: _____			

Casi Boyer	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No Comment
Comment: _____			

Matthew Ellis	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No Comment
Comment: _____			

Vicki Jones	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No Comment
Comment: _____			

Jim Ringsaker	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No Comment
Comment: _____			

Tammy Lynn Schneegas	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No Comment
Comment: _____			

Note: N/A

CITY COUNCIL
OF
HAVRE DE GRACE, MARYLAND

ORDINANCE NO. 1208

Introduced by _____ Council President Ringsaker _____

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND, ADOPTED PURSUANT TO THE
AUTHORITY OF ARTICLE XI-E OF THE MARYLAND
CONSTITUTION, THE LOCAL GOVERNMENT ARTICLE OF THE
ANNOTATED CODE OF MARYLAND, AND SECTIONS 33, 34 AND
76 OF THE HAVRE DE GRACE CITY CHARTER TO APPROVE A
LEASE FOR THE PROMENADE GRILLE**

On: October 6, 2025
at: 7:00 p.m.

Ordinance introduced, read first time, ordered posted and public hearing scheduled.

PUBLIC HEARING

A Public Hearing is scheduled for October 20, 2025 at 7:00 p.m.

EXPLANATION

Underlining indicates matter
added to existing law.

[Bold Brackets] indicate matter
deleted from existing law.

Amendments proposed prior to
final adoption will be noted on a
separate page with line
references or by handwritten
changes on the draft legislation.

WHEREAS, Dana E. Caro, Jr., trading as Piedmont Properties LLC (“Lessee”), manages a restaurant located in the City’s Yacht Basin adjacent to Tydings Park known as the Promenade Grille, which is operated under a lease with the City as approved by Resolution No. 2015-07 (“Lease”); and

WHEREAS, the lease by its terms expires on December 31, 2025; and

WHEREAS, Lessor would like to continue operating the Promenade Grille in its current location; and

WHEREAS, the proposed continued use of the City's facilities is consistent with the public purposes of Tydings Park and the City's Yacht Basin; and

WHEREAS, a copy of the proposed lease is attached hereto as Exhibit A.

NOW THEREFORE, it is determined, decided, and ordained by the City Council that:

The Lease with Dana E. Caro Jr. trading as Piedmont Properties LLC is approved and the Mayor is authorized to execute a lease agreement substantially in the form attached hereto as Exhibit A for the purposes set forth therein.

ADOPTED by the City Council of Havre de Grace, Maryland this ____ day of _____, 2025.

SIGNED by the Mayor and attested by the Director of Administration this ____ day of _____, 2025.

ATTEST:

MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE

Christopher Ricci
Director of Administration

William T. Martin
Mayor

Introduced/First Reading: 10/6/2025

Public Hearing:

Second Reading/Adopted:

Effective Date:

Exhibit A**LEASE****MAYOR AND CITY COUNCIL OF HAVRE DE GRACE
TYDINGS PARK CONCESSION STAND FACILITY**

THIS LEASE, is made as of the ____ day of _____ 2025, by and between the MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, a Maryland Municipal Corporation, 711 Pennington Avenue, Havre de Grace, Maryland 21078, hereinafter referred to as the "City," and **DANA E. CARO, JR., INDIVIDUALLY AND T/A PIEDMONT PROPERTIES, LLC**, 1313 Heaps Road, Street, Maryland 21154, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the City is the owner of a certain parcel of real property, building, and related improvements located within the Tydings Park and Marina area of the City, as more particularly described herein; and

WHEREAS, the parties hereto have agreed that Lessee will lease the aforesaid property from the City on the terms and conditions contained in this Lease, and

WHEREAS, this Lease has been approved by an ordinance of the City Council in accordance with Section 76 of the City Charter.

NOW, THEREFORE THIS LEASE FURTHER WITNESSETH: in consideration of the premises, acknowledgements, covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **PROPERTY LEASED: INITIAL CONDITION OF PROPERTY.**

The City hereby leases to Lessee certain real property and improvements located within the Tydings Park and Marina area of the City, as more particularly described in Exhibit No. 1 to this Lease, which is attached hereto and incorporated herein by reference. As used herein, the term "Property" refers to the property and to any improvements described on Exhibit No. 1, which is attached to and incorporated as a part of this Lease, and any improvements hereafter constructed thereon. The Property is rented to Lessee in its "AS IS" physical condition. The Lessee expressly acknowledges that the property is located in the floodplain and is at risk for water and flooding damage. Lessee assumes full responsibility for such water and flood damage, and hereby releases the City from all responsibility and liability concerning such water and flood damage.

2. TERM. The term of this Lease shall be ten (10) years, starting on January 1, 2026 and ending on December 31, 2036 unless sooner terminated as provided herein. The parties may renegotiate terms acceptable to both parties for renewal of this Lease prior to the end of the tenth (10th) year, subject to any required provisions of any applicable Charter provisions or Ordinance of the City Council.

3. RENT.

The Parties agree that the rent shall be paid monthly by the Lessee to the City as follows:

A. January 1, 2026 – December 31, 2026 the annual rent shall be Sixteen Thousand Seven Hundred Fifty Dollars (\$16,750.00) payable in monthly installments of One Thousand Three Hundred Ninety-Five Dollars and Eighty-Three Cents (\$1,395.83) for the first eleven months, with the twelfth monthly payment in the amount of One Thousand Three Hundred Ninety-Five Dollars and Eighty-Seven Cents (\$1,395.87).

B. January 1, 2027 – December 31, 2027 the annual rent shall be Seventeen Thousand Five Hundred Dollars (\$17,500.00) payable in monthly installments of One Thousand Four Hundred Fifty-Eight Dollars and Thirty-Three Cents (\$1,458.33) for the first eleven months, with the twelfth monthly payment in the amount of One Thousand Four Hundred Fifty-Eight Dollars and Thirty-Seven Cents (\$1,458.37).

C. January 1, 2028 – December 31, 2028 the annual rent shall be Eighteen Thousand Two Hundred Fifty Dollars (\$18,250.00) payable in monthly installments of One Thousand Five Hundred Twenty Dollars and Eighty-Three Cents (\$1,520.83) for the first eleven months, with the twelfth monthly payment in the amount of One Thousand Five Hundred Twenty Dollars and Eighty-Seven Cents (\$1,520.87).

D. January 1, 2029 – December 31, 2028 the annual rent shall be Nineteen Thousand Dollars (\$19,000.00) payable in monthly installments of One Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$1,583.33) for the first eleven months, with the twelfth monthly payment in the amount of One Thousand Five Hundred Eighty-Three Dollars and Thirty-Seven Cents (\$1,583.37).

E. January 1, 2030 – December 31, 2030 the annual rent shall be Nineteen Thousand Seven Hundred Fifty Dollars (\$19,750.00) payable in monthly installments of One Thousand Six Hundred Forty-Five Dollars and Eighty-Three Cents (\$1,645.83) for the first eleven months, with the twelfth monthly payment in the amount of One Thousand Six Hundred Forty-Five Dollars and Eighty-Seven Cents (\$1,645.87).

F. January 1, 2031 – December 31, 2031 the annual rent shall be Twenty Thousand Five Hundred Dollars (\$20,500.00) payable in monthly installments of One Thousand Seven Hundred Eight

Dollars and Thirty-Three Cents (\$1,708.33) for the first eleven months, with the twelfth monthly payment in the amount of One Thousand Seven Hundred Eight Dollars and Thirty-Seven Cents (\$1,708.37).

G. January 1, 2032 – December 31, 2032 the annual rent shall be Twenty-One Thousand Two Hundred Fifty Dollars (\$21,250.00) payable in monthly installments of One Thousand Seven Hundred Seventy Dollars and Eighty-Three Cents (\$1,770.83) for the first eleven months, with the twelfth monthly payment in the amount of One Thousand Seven Hundred Seventy Dollars and Eighty-Seven Cents (\$1,770.87).

H. January 1, 2033 – December 31, 2033 the annual rent shall be Twenty-Two Thousand Dollars (\$22,000.00) payable in monthly installments of One Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,833.33) for the first eleven months, with the twelfth monthly payment in the amount of One Thousand Eight Hundred Thirty-Three Dollars and Thirty-Seven Cents (\$1,833.37).

I. January 1, 2034 – December 31, 2034 the annual rent shall be Twenty-Two Thousand Seven Hundred Fifty Dollars (\$22,750.00) payable in monthly installments of One Thousand Eight Hundred Ninety-Five Dollars and Eighty-Three Cents (\$1,895.83) for the first eleven months, with the twelfth monthly payment in the amount of One Thousand Eight Hundred Ninety-Five Dollars and Eighty-Seven Cents (\$1,895.87).

J. January 1, 2035 – December 31, 2025 the annual rent shall be Twenty-Three Thousand Five Hundred Dollars (\$23,500.00) payable in monthly installments of One Thousand Nine Hundred Fifty-Eight Dollars and Thirty-Three Cents (\$1,958.33) for the first eleven months, with the twelfth monthly payment in the amount of One Thousand Nine Hundred Fifty-Eight Dollars and Thirty-Seven Cents (\$1,958.37).

4. PLACE OF PAYMENT. All payments shall be made at the Office of the Director of Finance of the City, 711 Pennington Avenue, Havre de Grace, Maryland 21078, or at such other place as the City, or its successors and assigns, may designate by notice as provided herein.

5. USE OF PROPERTY. Lessee shall not use the herein-described Property for any purpose except those business purposes expressly permitted pursuant to the terms of this Lease. Lessee shall have the exclusive use of that portion of the Property described concessions and rights to operate businesses for the purposes described herein anywhere in the City, including, without limitation, Tydings Park, but not within 100 feet of the Concession Stand (shown on Exhibit 1) including during any public or private events.

The Lessee agrees and acknowledges Lessee shall not have the right to object to any other use or activity which the City may determine reasonable or proper within Tydings Park, the Yacht Basin or adjacent parks and parking areas.

6. PERMITTED BUSINESS PURPOSES. Lessee shall have the right to use the leased portion of the concession stand described in Exhibit No. 1 for the following purposes and no others.

- a. Retail sale of food prepared for consumption.
- b. The sale of beverages but not the sale of beer, wine and liquor as defined in Article 2B of the Annotated Code of Maryland.
- c. The retail sale of personal hygiene and convenience items such as toothpaste, combs, suntan lotion and non-prescription medicine.
- d. The sale of fishing supplies and tackle, but no bait or ice.
- f. Such other items as may be expressly approved in writing by the City Council.

7. PROHIBITED USES AND PURPOSES. The following sales and purposes are hereby expressly prohibited and shall constitute a breach of the terms of this Lease:

- a. Sale of any item other than those expressly permitted after notice of disapproval by the City and written request to withdraw the item from sale.
- b. The Lessee shall not permit any beer, wine, liquor, distilled spirits or malt beverages as defined in Article 2B of the Annotated Code of Maryland or any controlled dangerous substances defined in Article 27 of the Annotated Code of Maryland or any intoxicating substance to be sold or used on the Property. Sale or use of any of the items specified herein by the Lessee its agents, employees or invitees or sale of any item represented to be an item specified in this subsection by Lessee or its agents or employees shall be deemed to be a per se substantial breach of this Lease.
- c. Lessee shall not permit any gambling or games of chance upon the Property. Lessee shall not permit any vending machines, pinball machines, console machines or video games on the Property.

8. HOURS OF OPERATION. Lessee shall have the right to remain open for business between the hours of 4:00 a.m. and 11:00 p.m. any month of the year. Lessee shall not conduct any business whatsoever between the hours of 11:00 p.m. and 4:00 a.m. of the following morning. Lessee may close its business on Tuesdays. Lessee must, however, be open for business during the term of this Lease at least five (5) days per week from 11:00 a.m. until 9:00 p.m. or until dark, from Memorial Day

to Labor Day and on weekends from April 15th to October 31st from 11:00 a.m. to 9:00 p.m. Lessee has the discretionary right to close during inclement weather.

9. RATES. Rates and rules relating to the business operations conducted pursuant hereto shall be established by the Lessee and shall be posted during all business hours. The posted rates shall apply to all users, and no goods or services shall be sold below posted rates or furnished free of charge without the written approval of the City. Senior citizen or other group discounts will be allowed.

10. SIGNS. All signs must be pre-approved by the City or its designated authorized agent, and in accordance with applicable City Ordinances, prior to installation or display.

11. TRASH REMOVAL. The trash removal will be provided at Lessee's expense. No exterior storage of a temporary or permanent nature of garbage or any other items will be permitted without the written consent of the City.

12. EQUIPMENT AND STOCK. Lessee must acquire the permission of the City or its designated agent to install outdoor seating, tables, equipment, umbrellas, etc., and the location thereof.

13. CLEANING AND MAINTENANCE. The Property and the unenclosed areas within seventy-five feet (75') of the Property shall be cleaned by the lessee and maintained in an odor-free condition, free of unconfined debris at all times. Lessee shall neither commit nor permit waste of the Property. Lessee will keep the Property in good repair and order, natural wear and decay excepted, and whatever repairs or alterations that Lessee may be allowed to make will be done with the consent of the City and will be done at Lessee's expense.

14. ALTERATIONS, REPAIRS, AND IMPROVEMENTS. The City shall maintain all existing interior and exterior structures of the building, plumbing, sewer, heating, electric, ventilation, cooling systems, and shall be responsible for the routine maintenance of all such systems within the building.

Subject to the requirements of Paragraph 3. A. of this Lease (Lessee's Initial Improvements), Lessee shall not alter or reconstruct any part of the Property, including, without limitation, any part of the plumbing, sewer, heating, electric, gas, cooling system, structure, interior or exterior of the Property without the express written consent of the City Council or its designated authorized agent.

Lessee shall not alter any existing interior and exterior structures, plumbing, sewer, heating, electric, gas, cooling systems without the express written consent of the City. Lessee shall maintain and clean a grease trap for all discharges into the City sewer system as required by the Harford County Health Department and/or as determined by the City. Failure to abide by the terms of this provision shall be deemed a per se substantial breach of this Lease.

15. UTILITIES. Lessee will provide for any gas, electric, water, sewer, phone, propane and any and all other utility services necessary or desirable for the operation of the businesses provided for in this Lease at Lessee's own expense, and in Lessee's own account name. Lessee shall pay such charges without penalty. Failure to pay such charges when due shall constitute a substantial and material breach of the terms of this Lease. Tampering or modification to existing wiring or piping shall constitute a per se substantial breach of this Lease.

16. TAXES AND LIENS. Lessee shall pay, when due, all federal, state, County, and city taxes, assessments, levies and other charges, general and special, ordinary and extraordinary, which shall or may be levied; assessed, imposed or charged on any business transaction, or operation arising under the terms of this Lease or any business transacted pursuant hereto. The term "when due" shall be construed to mean the due dates stated in any law or regulation or on the imposition of any interest or penalty charge, whichever occurs first. Lessee shall promptly furnish to the City all notices of amounts due hereunder and receipts evidencing payments thereof. Failure to abide by the terms of this provision shall be deemed a per se substantial breach of this Lease. Lessee shall promptly discharge any lien which may attach to the Property or the City's interest in the Property and the improvements constructed thereon provided that Lessee shall not be required to discharge any such liens so long as Lessee provides a bond for the full payment of such obligations while contested by Lessee in good faith in any legal proceeding. The City shall have the right, but not the duty, to pay any tax, assessment, levy, charge or lien which is attributable to the Property which may be satisfied by forced sale of the Property, any personal property located thereon, the interests of the City, or the interests of Lessee in the Property which is not paid in accordance with the provisions of this Lease. Additional rent in the amount equal to any such sums paid by the City hereunder shall be due on demand. Nothing herein shall be construed to limit the power of the City to enact or impose any type of charge, tax, fine or assessment.

17. DAMAGE OF THE PROPERTY BY CITY CASUALTY.

A. If the Property shall be damaged by fire, the elements, accident or other casualty due to the sole cause of the City (and except by flood waters), said events hereinafter collectively referred to as a "City Casualty," and the Property is not thereby rendered untenable, in whole or in part, the City shall promptly, at its expense, cause such damage to be repaired, without abatement of rent. If, as a result of a City Casualty, the Property is rendered untenable in part, the City shall, at its expense, cause such damage to be repaired, and the rent shall abate proportionately as to the portion of the Property rendered untenable from the date of such City Casualty until the Property is rendered fully tenable. If, as a result of a City Casualty, the Property is rendered wholly untenable, the City shall, at its expense, cause such damage to

be repaired, and the rent shall abate from the date of such casualty until the Property, or any portion thereof, has been rendered tenable. In no event shall the City be liable for interruption to Lessee's business, for incidental or consequential damages, or for damage to or replacement or repair of Lessee's personal property, including fixtures, furniture, equipment and other property removable by Lessee under the provisions of this Lease.

B. Any other provisions of this lease notwithstanding to the contrary, if the Property is (a) rendered wholly untenable, or (b) damaged as a result of any City Casualty which is not fully covered by the City's insurance, or (c) of the building or buildings of which the Property are a part are damaged to the extent of fifty percent (50%) or more of the floor area thereof, then in any such event; the City may terminate this Lease by giving to Lessee notice within thirty (30) days after the occurrence of such event. The rent shall be adjusted as of the date of such termination.

C. If the Property is so substantially damaged due to a City Casualty that it is reasonably necessary, in the City's judgment, to demolish such building or buildings for the purpose of reconstruction, the City may demolish the same. Any other provisions of this Lease notwithstanding to the contrary, the City shall not be obligated to make repairs the cost of which exceeds the City's recovery under its fire and casualty insurance.

D. The Lessee expressly acknowledges that the property is located in the floodplain and is at risk for water and flooding damage. Lessee assumes full responsibility for such water and flood damage, and hereby acknowledges that such events do not constitute a City Casualty.

18. INSURANCE AND PUBLIC LIABILITY. Lessee shall purchase and maintain comprehensive public liability insurance and property damage insurance against claims for personal injury, fire, property damage, death or property damage suffered on or about the Property and relating to or caused by any business or other activity conducted by Tenant. Public liability insurance shall afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury to death or any person or persons in any one (1) occurrence, and One Million Dollars (\$1,000,000.00) for fire and/or property damage to the City's Property or properties. The City shall be named as an additional insured on each insurance policy. The Lessee shall provide Director of Administration with Certificates of such insurance before taking possession of the Property, and thereafter by December 1 of each year of this Lease.

The City shall be notified immediately if there is a cancellation or change of any kind of insurance coverage, and the Lessee shall cause the City to receive policy changes immediately upon the effective date of the change.

The City shall have the right; but not the duty, to purchase any insurance specified herein and to name the Lessee as an insured under such policies of insurance, and the cost of the same shall be paid by the Lessee to the City as rent as provided in Paragraph 4 of this Lease.

If the City purchases insurance as provided herein, such purchase will not be deemed a waiver of Lessee's obligation to purchase insurance, and the fact that Lessee has purchased such insurance naming the City as a co-insured shall not relieve Lessee of Lessee's obligation to pay the City as provided herein.

The City may maintain such insurance coverage as it deems necessary to protect its interests.

19. WORKERS COMPENSATION INSURANCE COVERAGE. Lessee acknowledges that he is an independent contractor and is in no way affiliated with the City except as Lessee of the Property. Workers' compensation insurance shall be provided by Lessee in compliance with applicable law. The Lessee shall provide the City Director of Administration with certificates of such insurance before taking possession of the Property, and thereafter by December 1 of each year of this Lease.

20. WASTEWATER. Sewage effluent and wastewater of any kind or character shall be discharged into the community sanitary sewerage facilities of the City of Havre de Grace in accordance with order, rules, regulations and laws generally applicable thereto.

21. OPERATION OF PROPERTY: COMPLIANCE WITH LAWS. Operation of the Property by Lessee shall be in compliance with all federal, state and municipal laws, regulations, and ordinances, including those laws, regulations, and ordinances, governing clean air, water, other pollution, and any applicable boating acts. Lessee must exercise reasonable control over their patrons in order to deter loitering, nuisance, and to prevent the production of noise. Nothing herein shall prohibit the Lessee from playing recorded background music at reasonably low levels.

22. PERMITS AND LICENSES. Lessee shall obtain all necessary permits and shall comply with all orders, rules, laws, and regulations applicable thereto in connection with the operation and lease of the Property.

23. INSECT AND RODENT CONTROL. Lessee shall furnish services necessary to maintain the concession stand building and seating area, surrounding serving area, all and other areas within 20 feet surrounding all other portions of the building, free from all rodents and insects.

24. HEALTH DEPARTMENT ORDERS. Lessee must comply with all local Health Department regulations.

25. SALE, ASSIGNMENT, AND SUBLEASE. The parties recognize that the Lessee may desire to sell its business and personal property (other than the Lessees' Initial Improvements), and assign

or sublet this Lease. Lessee may only or assign or sublet this Lease, (including any portion of the Property subject to this Lease), with the express written consent of the City. The City shall not unreasonably refuse to grant the written consent required pursuant to this section provided that the City may demand assurances and proof of financial responsibility and business experience of the proposed assignee or subtenant, and condition its consent upon delivery of such proof and assurances. The City may base its decision to withhold the consent required herein upon considerations relating to the full and continued performance of the provisions of this Lease and such other considerations as the City deems desirable to promote the health, safety and welfare of the citizens of Havre de Grace. In the event the City grants consent to the Lessee to assign or sublease this Lease, Lessee shall not be released from his obligations under this lease but shall remain primarily liable for the complete fulfillment of its terms and obligations, and for any default or breach thereof. No such amendment, assignment, or sublease shall be effective until duly approved by the City in accordance with applicable provisions of the City Charter and Ordinances, and the City Mayor and other applicable parties have executed the same.

26. DEFAULT. In addition to the express breach provisions contained in other sections of this Lease, the following acts or omissions by the Lessee shall constitute a substantial breach of this Lease:

- a. If Lessee fails to pay rent (including any other sums payable as rent under the terms of this Lease).
- b. If Lessee fails to perform any of the covenants, terms, conditions, or provisions of this Lease other than the payment of rent or other money and, after written notice from the City to Lessee, lessee fails to cure such default within ten (10) days after mailing such notice.
- c. If Lessee makes any assignment for the benefit of creditors, the interests of lessee in the Property are sold under execution or other process of law, relief is ordered pursuant to the bankruptcy code or similar law or a receiver or trustee is appointed for lessee by any court, then default shall have occurred and this Lease shall be, and is hereby, terminated without notice or hearing, unless otherwise expressly required by law.

In the event of a default by the Lessee under this Lease, the City is expressly authorized to exercise all of the City's available legal remedies, including, but not limited to the following:

- a. The City may in its sole discretion perform any act required of lessee for the account of Lessee which shall be charged any amount paid or expense incurred by

the City, including the actual cost of materials plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expense and the actual cost of labor plus the current applicable overhead percentages as developed by the City for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employer's liability insurance, public liability insurance and other insurance, taxes and indirect expenses. Any such amount paid or expense incurred for the account of Lessee shall be deemed additional rent and payable upon demand.

- b. The City may lawfully re-enter the Property without any demand for possession thereof and recover possession of the Property and improvements thereon, expel Lessee and, at the City's option, those holding under it and no allowance shall be paid to Lessee. Such re-entry shall not constitute trespass and shall not prejudice any other remedies which might otherwise be provided by law for breach of covenant or agreement and, upon entry, the rights of lessee under this lease shall terminate, and Lessee agrees that in the event of such termination, Lessee shall indemnify the City against all unavoidable loss of rent and expense of reletting which the City may incur by reason of such termination for the remainder of the unexpired term of this Lease.
- c. Re-enter the Property in the aforesaid manner without terminating the Lease and assume custody and control thereof for the purposes of protecting the Property or for reletting the Property as agent for Lessee, if the City elects to relet, and such agency shall be deemed as a power coupled with an interest and shall be irrevocable.
- d. Disconnect or discontinue water service.
- e. Lock-out or otherwise deny Lessee access to the Property.
- f. Withhold or revoke any use and occupancy permit.
- g. Refuse to ratify, approve or ordain any assignment or sublease.
- h. Terminate this Lease by giving ten (10) days' notice of such termination to Lessee to give the Tenant the opportunity to cure any and all defaults.
- i. Exercise any statutory right or common law, including, without limitation, those relating to landlord and tenant.

- j. Nothing herein shall be construed so as to limit any of the City's rights or remedies. The City's remedies provided herein shall be deemed to be cumulative and in addition to each other and in addition to all other remedies provided by law and not in substitution therefor. The City's remedies provided by law, including damages, specific performance, injunction, summary ejectment, ejectment, distress and all other applicable legal, equitable; common law and statutory remedies may be exercised in conjunction with one or more of the express remedies provided above. The City shall have the right, but not the duty to exercise the remedies specified in this section without notice, except as may be expressly required by law.

Notwithstanding the exercise of any remedy specified herein, Lessee shall remain liable for any rent and damages which, may be due or sustained prior thereto, and shall pay the City for all costs and expenses, including, but not limited to, actual attorney and broker fees and expenses paid or incurred by the City in connection with: (1) obtaining possession of the Property; (2) removal and storage of Lessee's or other occupant's property; (3) care, maintenance, and repair of the Property while vacant to the extent that such is required by Lessee's action or inaction while the Property is in the legal control of Lessee; (4) reletting the whole or any part of the Property; and (5) legal proceedings.

27. ACKNOWLEDGMENTS AND REPRESENTATIONS. Any acknowledgments, information, statements, representations or documentation furnished by the Lessee and his agents to the City pursuant hereto are and will be made or furnished with the intent and purpose of inducing the City to rely thereon; and it is, therefore, agreed that any misrepresentation shall constitute a substantial and material default hereunder; and, further, any misrepresentation affecting the amount of rent due hereunder shall constitute a substantial and material default of Lessee's obligation to pay rent.

28. EMINENT DOMAIN. If part or all of the Property is taken for public use in any eminent domain proceeding by any competent authority, this Lease shall terminate as of the effective date of such taking and all rent due hereunder shall be prorated as of that date and any unearned rent paid in advance by Lessee shall be refunded to Lessee as the Lessee's sole remedy.

29. CONFLICTS OF INTEREST. Lessee acknowledges and warrants that no official, representative or employee of the City has any ownership or financial interest, direct or indirect, in this Lease or Lessee. Lessee shall not permit the transfer, sale or assignment of any ownership interest in this Lease or Lessee to any official, representative or employee of the City and its successors during the term of this Lease.

30. INDEMNITY BY LESSEE. Lessee covenants and agrees to, and shall at all times, indemnify, protect and save harmless the City from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said City may directly or indirectly suffer, sustain or be subjected to by reasons or on account of the presence, use, maintenance, repair or alteration of the Property, whether such losses and property and personal injury damages suffered, sustained, or claimed against the City directly or by its employees or be suffered or sustained by other persons or corporations or any third party which may seek to hold the City liable therefor. Lessee waives all claims against the City by way of subrogation.

If a claim or action is made or brought against either Lessee or the City for which the other may be responsible in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter, at the expense of the Lessee. It is the intention of Lessee and the City that the City shall continue to receive the rent specified herein and shall not be obligated to perform any act or expend any sum of money without being compensated for the full cost thereof.

31. NO WARRANTIES BY THE CITY. The approval of plans, specifications, and documents by the City and any inspection or approval shall not constitute a warranty or representation by the City or by any of its agents, representatives or designees as to the technical sufficiency, adequacy or safety of any plan, specification, document, facility or improvement or any of their component parts, nor shall such approvals or inspections constitute such a warranty or representation of the existing conditions or any other physical condition or feature, nor shall such approvals constitute a warranty or representation that municipal services will be available. All acts, including any failure to act, with respect to the Property by any of the City's agents, representatives or designees will be performed solely for the benefit of the City and will not be performed for the benefit of Lessee or for the benefit of any other person, including, without limitation, Lessee's purchasers, employees, invitees, licenses, successors, assigns, principals and agents. Lessee agrees to make no representation to the contrary.

32. LIMITATIONS OF COMMITMENT. Nothing in this Lease is intended to or in any event shall be construed to:

- a. Require the City to expend funds or incur indebtedness for the purpose of improving or extending municipal services.
- b. Require the City to expand, extend or enlarge existing municipal facilities.
- c. Create a liability of the City to Lessee or any other person for the failure or inability of the City for any reasons or cause whatsoever to provide municipal services to the Property or to any part thereof or for any losses or damages resulting from the

failure or inability of the city to provide water and sewer service to the Property. Lessee further agrees that the City shall be under no obligation to provide service contrary to any order of any governmental entity- providing jurisdiction over the Property.

- d. Obligate the City to expend any sum of money or perform any act for the improvement or maintenance of the Property, except as expressly provided in this Lease.

33. EXCLUSIVE REMEDIES OF TENANT; LIMITATION OF ACTIONS. The Lessee's sole remedy for breach of any duty imposed upon the City by this Lease shall be to petition the Circuit Court for Harford County to enjoin the City's acts or to order specific performance. Any such cause of action by Lessee against the City may only be filed in court within one (1) year from the date the cause of action accrues. Lessee expressly waives any and all causes of action for damages against the City arising out of the terms of this Lease. Lessee hereby expressly authorizes and hereby grants an irrevocable power of attorney to any attorney at law to unilaterally enter a Notice of Dismissal for any suit for damages filed by Lessee against the City, or to unilaterally enter an Order of Satisfaction for the amount of any damages hereinafter awarded against the City in favor of the Lessee in any suit arising out of the terms of or obligations contained in this Lease. Notwithstanding any other provision of this Lease, no official representative or employee of the City shall be personally liable to Lessee or any successor in interest of Lessee in the event of any default or breach by the City or for any amount which may become due on any obligation arising under the terms of this Lease. Anything in this Lease to the contrary notwithstanding, the City does not waive any of its statutory or common law governmental immunity, and expressly retains the same.

34. COOPERATION WITH PROMOTIONAL AND AREA RENEWAL PROGRAMS. Lessee agrees to cooperate with the City in the promotional and renewal programs of the City. In addition, Lessee will permit the City to photograph or otherwise produce likenesses of the Property for publication or promotional purposes and shall permit the erection of signs and other promotional displays promoting seasonal events authorized by the City.

35. SAFETY, POLLUTION AND WATER QUALITY. The operations of Lessee shall be in compliance with all applicable safety regulations, and all safety equipment shall be maintained and inspected as required by applicable law. Lessee shall comply with all federal, state and local laws ordinances and regulations with respect to the dumping or discharge of wastes and other pollutants so as to safeguard the quality of the waters in and around the Property. Lessee shall regulate the conduct of

its officers and employees and the conduct of all persons entering the Property so as to attain strict compliance with safety and water quality controls and standards.

36. CITY'S RIGHT TO ENTER AND INSPECT. The City, its agents and employees, shall have the right to enter and inspect the Property without notice at any time, whether or not Lessee is present.

37. HEADINGS. The headings of the paragraphs contained herein are for convenience only and shall not affect the meanings or interpretation of the contents hereof.

38. COMPLETE AGREEMENT. It is understood and agreed by the parties hereto that this Lease shall constitute the entire agreement between them with respect to the Property and businesses conducted in conjunction therewith and that no oral statements or extrinsic written matters made prior to this Lease shall have any force or effect. No amendment or modification to the terms of this Lease shall be effective until duly approved by the City in accordance with applicable provisions of the City Charter and ordinances, and the City Mayor and Lessee have executed the same in writing.

39. WAIVER. No failure by the City to insist upon the strict performance of any agreement, term, covenant or condition hereof, and no failure to exercise any right or remedy consequent upon any breach hereof, and no acceptance of full or partial rent during the continuance of any such breach shall constitute a waiver of any breach, agreement, term, covenant or condition. No waiver by the City of any breach by Lessee under this Lease shall affect or alter the terms of this Lease in any way whatsoever.

40. INDEPENDENT CONTRACTOR: NO PARTNERSHIP: NO THIRD-PARTY BENEFICIARIES. The Lessee acknowledges that it is an independent contractor. Nothing contained herein shall be construed in such a manner to create a partnership or joint venture between the City and Lessee. Any conditions precedent to any obligations of the City are imposed solely and exclusively for the benefit of the City; no other person or entity shall have the right or standing to require satisfaction of such conditions in accordance with their terms or to justifiably rely on the assumption that the City will refuse to waive strict compliance with any or all such conditions; and no other person shall, under any circumstances, be deemed to be a beneficiary of such conditions or any provision of this Lease, any or all of which may be freely waived in whole or in part by the City at any time in the sole and absolute discretion of the City. The terms and provisions of this Lease are for the benefit of the City, the City's officers, representatives and employees, and the Lessee and their successors and assigns as provided for herein, and no other person shall have any right or cause of action on account hereof. The City shall, in no event, be answerable to any person other than Lessee for any act or failure to act, and no contractor, subcontractor, materialman, employee, guest, tenant, subtenant or other person shall have any right or

claim against the City pursuant to this Lease or the administration hereof.

41. EXECUTION OF ADDITIONAL INSTRUMENTS. The parties hereto agree to execute and deliver any instruments, in writing, necessary to carry out any agreement, term, condition or assurance in this Lease whenever the occasion shall arise and a request for such instruments shall be made.

42. SEVERABILITY. If any portion of this Lease shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the Lease shall continue in full force and effect.

43. SUCCESSORS AND ASSIGNS. The covenants and conditions contained herein shall apply to and bind the respective successors, personal representatives and permitted assigns of the respective parties hereto.

44. TIME OF THE ESSENCE. Time is of the essence as to this Lease and as to each and every covenant, term, condition and provision hereof.

45. CITY APPROVAL OF LEASE. This Lease shall not become effective until the Havre de Grace City Council has approved this Lease in accordance with applicable provisions of the City Charter and Ordinances, and the City Mayor and Lessee have executed this Lease.

46. DECLARATION OF GOVERNING LAW. This Lease shall be governed by, construed and enforced in accordance with the substantive laws of the State of Maryland, any conflict of laws provisions to the contrary notwithstanding.

47. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if actually delivered to the named person or if mailed, certified mail, return receipt requested, postage prepaid, as follows:

IF TO THE CITY, TO: The Director of Administration, City of Havre de Grace, 711 Pennington Avenue, Havre de Grace, Maryland 21078.

IF TO THE LESSEE, TO: Dana E. Caro, Jr., the Promenade Grille, at the subject Property, Havre de Grace, Maryland 21078 and/or Dana E. Caro, Jr., 1313 Heaps Road, Street, Maryland 21154. The City or the Lessee may, by giving notice as prescribed herein, change the name and address to which notices must be hand delivered, faxed, or mailed by first certified mail, return receipt requested.

48. SURRENDER OF PROPERTY. Lessee, at the expiration of this Lease, shall surrender the quiet and peaceful possession of the Property in as good order and condition as when received, natural wear and tear excepted. Except as provided in Paragraph 3.A. of this Lease (Lessee's Initial Improvements), which shall improvements be and remain the sole property of the City, if Lessee constructs or places any other improvements to the Property, Lessee, at Lessee's sole risk and expense, shall remove only such improvements as requested by Lessor at the termination of this Lease. All other

improvements must remain. If Lessee fails to remove the requested improvements at the termination of this Lease, then the City shall have the right, but not the duty, to remove such improvements at the risk and expense of Lessee.

If the City performs work or furnishes materials under the right herein contained to perform such work of relocation or removal, Lessee agrees to pay the City the actual cost of material plus the current applicable overhead percentage for storage, handling, transportation, purchasing and other related material management expenses and the cost of labor plus current applicable overhead percentage as developed by the City for fringe benefits, payroll taxes, administrative, supervision and care of tools, machinery and other equipment, supplies, employer's liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. The aforementioned material and labor overhead charges are to be applied at the rates, which are effective at the time of the performance of the work. Lessee agrees to pay such bills within thirty (30) days of notice thereof as provided herein.

49. BUSINESS PURPOSES. This Lease is for business or commercial and mercantile purposes and not for residential purposes of any kind. The parties agree that the reversion reserved herein is not redeemable in any event. The purpose of this Lease is to provide for the operation of a business or commercial operation on the Property by Lessee, which is and will continue to be a business or commercial operation throughout the term of this Lease or any extension or modification thereof.

50. NO RESTRICTION ON CITY POWERS. Nothing in this Lease shall be construed to limit the power of the City to pass any ordinance generally applicable within the City limits of Havre de Grace, including the Property, relating to the health, safety and welfare of the citizens of Havre de Grace. Except as expressly set forth in this Lease, nothing in this Lease shall be construed to limit the power of City to permit any other person to use any part of any other City- owned property for any purpose whatsoever. The City reserves the right to review this Lease from time to time and require additional conditions that the City determines by law are appropriate in order to promote the health, safety and welfare of the citizens of Havre de Grace.

51. TITLE. Lessee acknowledges Lessee has examined or caused to be examined title to the Property and found the title of the Property adequate for the purpose of this Lease.

52. RECORDING OF LEASE. The City will record this Lease among the Land Records of Harford County at Lessee's sole expense.

53. COMPLETE AGREEMENT. This Lease constitutes the entire agreement between the parties relating to the occupation and use of the Property and supersedes all prior negotiations, representations and agreements between the parties relating in any way to the use or occupation of the

Property.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by the City by William T. Martin the Mayor of the City of Havre de Grace, and by the Lessee, Dana E. Caro, Jr., individually and t/a Piedmont Property, LLC.

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE

Christopher Ricci
Director of Administration

By: William T. Martin
Mayor

STATE OF MARYLAND, COUNTY OF HARFORD:

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William T. Martin, Mayor of the City of Havre de Grace, who acknowledged that, being authorized to do so, he executed this Lease Agreement on behalf of the Mayor and City Council of Havre de Grace as Mayor for the purposes stated therein.

As WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____

WITNESS/ATTEST:

DANA E. CARO, JR.

(signature)

By: _____
(print name)

STATE OF MARYLAND, COUNTY OF HARFORD:

I HEREBY CERTIFY, that on this _____ day of _____, 2025 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Dana E. Caro, Jr., who acknowledged that, being authorized to do so, he executed this Lease Agreement for the purposes stated therein.

As WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: _____

APPROVED FOR LEGAL SUFFICIENCY:

April C. Ishak, Esquire
City Attorney

Attorney Certification

I hereby certify that the within instrument was prepared under the supervision of an attorney at law duly admitted to practice before the Supreme Court of Maryland.

Signature: _____

Printed Name: April C. Ishak

EXHIBIT NO. 1 PROPERTY DESCRIPTION

