

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Samuel, Son & Co. (USA) Inc. v. SC Property, LLC

Civil Action No. ELH-24-2861 (D. Md. Mar. 4, 2026) · No. ELH-24-2861 · Decided March 4, 2026

SUMMARY

The opinion addresses cross-motions for summary judgment in a dispute over whether a commercial tenant properly exercised a two-year lease-renewal option. The court grants SC Property, LLC’s motion as to the tenant’s claims for breach of lease, tortious interference, declaratory relief, and injunctive relief, denies the tenant’s cross-motion, and denies SC’s request for attorneys’ fees. Claims involving Clean Harbors Environmental Services, Inc. had previously been dismissed with prejudice following settlement.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Ellen L. Hollander
JURISDICTION	United States District Court for the District of Maryland
DECIDED	March 4, 2026
DOCKET	ELH-24-2861
DISPOSITION	other
PROCEDURAL POSTURE	Cross-motions for summary judgment in a diversity action involving an alleged lease-renewal option, breach of lease, tortious interference with contractual relations, declaratory relief, injunctive relief, and a request for attorneys' fees.
STANDARD OF REVIEW	Summary judgment is appropriate under Federal Rule of Civil Procedure 56(a) when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court viewed facts and reasonable inferences in the light most favorable to the nonmoving party, did not weigh evidence or make credibility determinations, and considered each cross-motion separately.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion

TOPICS

- contract interpretation
- landlord tenant
- breach of contract
- commercial
- equitable relief

PRACTICE AREAS

contract law

commercial real estate

landlord-tenant law

civil procedure

remedies

QUESTIONS PRESENTED

1. Whether the 2022 lease renewal terms sheet and lease amendment constituted Samuel's exercise of the lease's sole two-year renewal option.
2. Whether Samuel retained a further two-year renewal option extending the lease through September 30, 2026.
3. Whether SC breached the lease by charging Samuel for parking after September 30, 2024.
4. Whether Samuel could establish tortious interference with contractual relations based on SC's post-expiration parking charges.
5. Whether Samuel was entitled to declaratory or injunctive relief.
6. Whether SC was entitled to attorneys' fees under the lease's indemnity provision.

HOLDINGS

1. Samuel exercised its one two-year renewal option in 2022. The renewal terms sheet was a binding agreement because it contained definite material terms and objectively manifested the parties' intent to be bound; the subsequent lease amendment memorialized that renewal and did not preserve a later renewal option.
2. Samuel did not retain a further two-year renewal option. The lease, as amended, expired on September 30, 2024.
3. SC was entitled to summary judgment on Samuel's breach-of-lease claim because the lease had expired before SC charged Samuel for parking.
4. Samuel's tortious-interference claim failed because, when SC charged for parking, there was no contract between Samuel and Clean Harbors.
5. Samuel was not entitled to declaratory or injunctive relief because its substantive claims failed.
6. SC was not entitled to attorneys' fees under the lease's indemnity provision.

KEY QUOTATIONS

"Tenant is exercising one (1) two (2) year option to renew the Premises at 100% of the current fair market rent and has provided six (6) months prior written notice to Landlord." (Discussion § III.A)

"The Lease Amendment did not rewrite the Lease to provide Samuel with a later Renewal Option." (Discussion § III.A)

"SC cannot have it both ways. It cannot use the Assignment as a shield and then a sword." (Discussion § III.B)

"There is no merit to Samuel's claim that it did not exercise its Renewal Option in 2022, and therefore it was entitled to do so in 2024." (Conclusion)

FACTUAL BACKGROUND

Samuel leased warehouse space and forty parking spaces from SC under a five-year lease ending September 30, 2022. The lease granted one two-year renewal option, and in March 2022 Samuel gave written notice of its intent to exercise that option while also expressing interest in a longer term. The parties then executed a renewal terms sheet stating that Samuel was exercising its one two-year option, followed by a lease amendment extending the lease through September 30, 2024. After SC sold Units 2 and 3 to Clean Harbors and assigned the lease, Samuel asserted in March 2024 that it retained a further two-year option through September 2026; after the lease expired, SC charged Samuel for parking at Ravens home games.

PROCEDURAL HISTORY

Samuel filed suit in the Circuit Court for Baltimore City on August 28, 2024. Clean Harbors removed the action to the United States District Court for the District of Maryland on October 2, 2024, based on diversity jurisdiction. After discovery, SC moved for summary judgment on the claims against it and for attorneys' fees, while Samuel moved for partial summary judgment on its declaratory-relief claim. Samuel and Clean Harbors settled their claims against one another, and those claims and Clean Harbors' counterclaim were dismissed with prejudice. The court granted SC summary judgment on Counts Two through Five, denied SC's request for attorneys' fees, and denied Samuel's cross-motion.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317 (1986)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574 (1986)
- Falls Garden Condo. Ass'n, Inc. v. Falls Homeowners Ass'n, Inc., 441 Md. 290, 107 A.3d 1183 (2015)
- Cochran v. Norkunas, 398 Md. 1, 919 A.2d 700 (2007)
- Simperts v. Clark, 239 Md. 395, 211 A.2d 753 (1965)
- Fowler v. Printers II, Inc., 89 Md. App. 448, 598 A.2d 794 (1991), cert. denied, 325 Md. 619, 602 A.2d 710 (1992)
- Nova Research, Inc. v. Penske Truck Leasing Co., 405 Md. 435, 952 A.2d 275 (2008)
- Cadem v. Nanna, 243 Md. 536, 221 A.2d 703 (1966)
- Jaguar Land Rover N. Am., LLC v. Manhattan Imported Cars, Inc., 477 F. App'x 84 (4th Cir. 2012)
- Ayres v. PHH Mortg. Corp., GJH-20-275, 2020 WL 3498158 (D. Md. June 29, 2020), aff'd as modified, 848 F. App'x 590 (4th Cir. 2021)

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