

LEASE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND  
AND  
IVYMOUNT SCHOOL, INCORPORATED

DATED 11/15/95

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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease"), entered into this <sup>10<sup>th</sup></sup> ~~10~~ day of November, 1998 by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as "Lessor") and IVYMOUNT SCHOOL, INC. (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to a Lease Agreement dated June 25, 1985 (hereinafter referred to as the "Original Lease"), as amended, which is attached hereto and made a part hereof as Exhibit "A", under which Lease the Lessee occupies the premises known as the Georgetown Hill Elementary, Rockville, Maryland; and

WHEREAS, the Original Lease expired at midnight, May 31, 1995 and had options for renewal for which Lessee gave proper notice to exercise, but which were never fully executed by mutual consent of Lessor and Lessee in anticipation of the Administrative Procedure for the Leasing of Closed Schools; and

WHEREAS, Lessor and Lessee wish to enter into a new lease agreement for an additional term of ten years, plus options; and

WHEREAS, the Montgomery County Administrative Procedure for the Leasing of Closed Schools sets forth as its primary objectives that such leases will:

- a. Be in the best interest of the County, while recognizing the contribution of the Lessee to the County;
- b. Preserve the availability of the Closed School building for future public use;

- c. Treat all Lessees or potential Lessees in a fair and equitable manner that is open to public scrutiny; and
- d. If entered into by the private sector, be in conformance with the Administrative Procedure.

WHEREAS, the said Administrative Procedure recognizes the important role that closed schools play in a community; the need to assure these closed schools continue to be positive influences in the community; the need to reduce the County's cost of maintenance for closed schools; the public interest in earning revenue to the County based upon the value of closed schools and the benefit of facilities services provided by closed school Lessees to the County;

NOW THEREFORE, in consideration of the terms and conditions of this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PREMISES: Lessor does hereby lease and demise unto Lessee the premises described as the Georgetown Hill Elementary School, Rockville, Maryland, (hereinafter referred to as "Leased Premises"). The Leased Premises shall include the building, walkways, play areas, parking lot, driveway and land contiguous to the building, as outlined in red on Exhibit B attached hereto and made a part hereof. The Leased Premises is leased and accepted in its "as is" condition.

2. TERM: The term hereby created shall be ~~ten~~<sup>twenty</sup> years, based on the Lessee's contribution of capital improvements which include reroofing the facility, installing a new playground and expanding the parking lot as more fully described in Exhibit C. The Commencement date shall be the date first written above. Lessee shall have the right to renew this lease for ~~two~~<sup>three</sup> (2) additional and consecutive five (5) year periods. Such extensions shall be

under the same terms, covenants and conditions as contained in the initial lease. Lessee shall provide Lessor with written notice of its intent to exercise each option at least six (6) months in advance of the expiration of the then current term.

3. USE OF THE PREMISES: The Leased Premises shall be used only for the provision of educational services to handicapped individuals and their families as set forth in Montgomery County Council Resolution No. 10-992, for child care as set forth in Article 19(C), and for community and Lessor's use as set forth in Articles 8 and 9, hereof. Lessee agrees that its use of the Leased Premises, including any use of the premises by sublessees, shall conform fully with all applicable zoning ordinances, and will be subject to all rules, regulations, statutes, permits or any other requirements for the use and occupancy of the Leased Premises as established by all appropriate authorities having jurisdiction.

4. RENT: RENTAL ADJUSTMENTS

- A. The annual rental rate shall be SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS, payable in twelve equal installments, during each lease year, of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS. This rental rate is pursuant to the Original Lease, and is subject to an annual CPI adjustment as set forth in 4D below.
  
- B. The first monthly payment hereunder shall be due on the commencement date of the lease term. All payments thenceforth shall be due and payable on the first day of each month during the lease term, to: Montgomery County Government, Leasing Management, PO Box 62077, Baltimore, Maryland 21264-2077.

- C. Should the Lessee fail to submit monthly rental payments in the above described manner, and should said failure continue for more than ten (10) calendar days after the first day of the month for which such rental payment is due and payable, Lessee shall pay to Lessor, in addition to and as a part of the rental payment in question, a late penalty of five percent (5%) of said monthly rental payment. Should Lessee's failure to pay continue for more than twenty (20) calendar days after a monthly payment becomes due and payable Lessee shall pay to Lessor, in addition to and as a part of the rental payment in question, a late penalty of fifteen percent (15%) of said monthly rental payment. Should Lessee's failure to pay continue for more than thirty (30) calendar days after a monthly payment becomes due and payable, Lessor shall have the right to terminate this Lease, recover possession of the Leased Premises and pursue any other legal remedies available to Lessor under the laws of the State of Maryland.
- D. To the annual rent payable by Lessee during the previous lease year shall be added that sum representing one hundred percent (100%) of the amount resulting after (1) multiplying said annual rent payable during the previous lease year by a fraction, the numerator of which shall be the index now known as the "U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price index for All Urban Consumers, National Average, All Items (1984 = 100)," or its successor, for the month two months prior to the last month of the previous lease year and denominator of which shall be said index for the month two months prior to the first month of the previous lease year and (2) subtracting from such product the annual rent payable during the previous lease year. In any event, and notwithstanding the results obtained through the above calculation, the Lessee's adjusted annual rent will not be less than 103%, nor more than 105% of the rent paid by Lessee the previous year.

5. TERMINATION FOR CONVENIENCE OF GOVERNMENT: This Lease and all obligations hereunder may be terminated by Lessor at any time upon five (5) years written notice to the Lessee. An approved project involving the Leased Premises must be included in the County's Adopted Capital Improvement Program in order for the Lessor to terminate the Lease under this provision. The notice period will commence upon the final approval by the County Council of the CIP project as evidenced by mailing of such written notice of termination in accordance with Article 36 herein. In the event the Lessee is a private school, the Lessor agrees that under no circumstances will the Lessee be required to surrender the Leased Premises during the normal and usual school year, defined to be September 1 to July 1.

6. USE OF ALL-PURPOSE ROOM BY THE COMMUNITY, DEPARTMENT OF RECREATION AND OTHER COUNTY AGENCIES: Subject to a nominal charge for utilities to be jointly determined by Lessee and the Interagency Coordinating Board, the All-Purpose Room shall remain available to the community during the term of this Lease. Lessee agrees to make the All-Purpose Room available Monday through Saturday during the daytime from 9:00 A.M. to 6:00 P.M., but only when such use will not interfere with Lessee's previously scheduled daytime activities. For the purposes of this Lease, "Lessee's activities" are defined as those programs and activities directly related to the Lessee's approved occupants. All requests to use the All-Purpose Room will be channeled directly to the Interagency Coordinating Board and placed according to the priorities indicated in the Guidelines for the Community Use of Educational Facilities and Services. Lessee understands and agrees that no rental of the All-Purpose Room is to be made except through the Interagency Coordinating Board. Lessee agrees to provide the Interagency Coordinating Board with a schedule of its activities for the All-Purpose Room on a semi-annual basis, i.e., the Fall/Winter schedule (October-March) must be submitted by September 15 and the Spring/Summer schedule (April-September) by February 1. Times not scheduled for daytime activities by the Lessee shall be presumed to be available for community use. Lessee agrees to make the All-Purpose Room available Monday through Saturday at night from 6:00 P.M. to 11:00 P.M. and all day Sunday from 9:00 A.M. to 11:00 P.M., but only when such use will not interfere with Lessee's previously scheduled

activities during these times, as submitted by the Lessee in its semi-annual schedule. The above notwithstanding, the Lessee agrees to honor and allow any activities scheduled in the All-Purpose Room through the Interagency Coordinating Board prior to the date of execution of this Lease. Any use for the Lessee deviating from its previously submitted schedule will be subject to the approval of the Interagency Coordinating Board. Lessee agrees to make the All-Purpose Room available, upon request from the Interagency Coordinating Board, to the Montgomery County Supervisor of Elections for use as a polling facility during the day, if necessary, during primary, general and special elections, irrespective of Lessee's prior scheduled activities.

7. USE OF PLAY AREAS AND FIELDS: Lessee shall not have priority use of the athletic fields and other outdoor recreational resources which are not a part of the Leased Premises, at any time. Lessee shall have the right to use the athletic field and adjoining grounds only by application to the Maryland National Capital Park and Planning Commission and/or the Montgomery County Department of Recreation as appropriate. Maintenance and upkeep of the grounds and recreational areas outside the leasehold shall be the responsibility of the Lessor. Maintenance of grounds, improvements and equipment within the leasehold shall be the responsibility of Lessee. The Lessor shall hold the Lessee harmless and defend the Lessee from any claim of liability made or arising out of community or Lessor's use of the parking facilities and athletic fields and adjoining grounds whether same are a part of or not a part of the leased premises except for damage or liability arising from the negligent acts or omissions of the Lessee, Lessee's agents, employees guests, or contractors.

8. PARKING: Lessee shall be entitled to full use of the parking facilities which are a part of the Leased Premises. Parking for Lessee and any other occupants of the building, their staff, clients and guests will be confined to the existing surfaced parking areas. The above notwithstanding, Lessee may add parking facilities subject to approval as a capital improvement. Lessee shall, at Lessee's risk and expense, be responsible for the ongoing maintenance, cleaning, and repair of said parking facilities. The Lessee shall grant access to said parking facilities to the

Lessor's representatives at all times or community users of the premises during times of community use as set forth in Articles 6 and 7 hereinabove. Lessee agrees to make repairs as necessary to maintain the parking area in a safe state and as necessary for compliance with any laws, including, but not limited to the Americans with Disabilities Act [42 U.S.C. 1210], et. seq.

9. CAPITAL IMPROVEMENTS:

A. Capital Improvement Definitions:

1. Elective Capital Improvements are improvements or additions made by Lessee to meet its programmatic needs, which are not otherwise required for the preservation of the building structure or systems or which are mandated by County, State, or Federal Code or Regulation.
2. Non-Elective Capital Improvements are roof replacement, boiler replacement, HVAC system replacement, replacement of failing exterior structural walls, electrical system replacement, conversion from oil fired boilers to gas heat, asbestos removal, underground storage tank removal, window replacement (excepting window pane replacement), capital improvements required to protect and preserve the Premises, and other items mandated by County, State, or Federal Code and/or regulations.
3. Qualified Capital Improvements are Elective or Non-Elective Capital Improvements or additions that have been reviewed and approved in writing by Lessor and specifically identified in that approval as Qualified Capital Improvements.

B. Approval Process for Non-Elective and Elective Capital Improvements:

1. Lessee must obtain the prior written consent of Lessor for all Capital Improvements. Lessee must submit complete plans, drawing, and specifications at least 45 days prior to beginning

work. Lessee's submittal must be of sufficient detail and content to permit the Lessor to fully evaluate Lessee's anticipated project. In the event the Capital Improvements are of an elective nature, two copies of the submission must be sent by Lessee to Lessor. Lessor will respond in writing to Lessee's submission within 45 days of the receipt of all required documentation. Lessor reserves the right to deny approval of any and all improvements proposed by Lessee.

2. In the event of an emergency need for a capital improvement, Lessee will notify Lessor immediately, and Lessor will respond within a reasonable and appropriate period of time, as dictated by the emergency situation.
3. Lessor has the right to inspect all work and materials before, during and after construction.
4. The total cost of all Capital Improvements will be borne solely by Lessee. Lessee will be solely responsible for obtaining all permits and licenses from all appropriate County, State, and/or municipal authorities.

C. Rent Credits for Capital Improvements

The Lessor may credit the Lessee's annual rent in an amount not to exceed fifty percent (50%) of the annual amortized cost of qualified capital improvements as defined herein. Said annual rent credit will be subject to the following conditions:

1. Rent credits will not exceed fifty (50%) of the Lessee's current annual rent.

2. Lessee will not be entitled to credit for any finance charges, fees, administrative costs, bonds, permit fees, insurance, operating, maintenance, or repair expenses, or any other costs except the actual cost of construction and/or installation of capital improvements, which costs must be fully documented by Lessee.
3. Capital improvements completed by Lessee without the prior written approval of the Lessor will not receive rent credit.
4. Lessor has the right to audit all construction or other costs for which Lessee requests credit.
5. Lessor has the right to inspect all work and materials before, during, and after construction.
6. In the event the work performed is not in compliance with the plans and specifications previously approved by Lessor, Lessee will immediately undertake any necessary corrections at Lessee's sole risk and expense. Corrective measures are not eligible for reimbursement. If Lessee fails to take corrective actions, Lessee's right to rent credits for that capital project will be terminated. If necessary in the sole reasonable judgement of Lessor, Lessor may perform the corrective action and charge Lessee the cost of that corrective action as additional rent hereunder.
7. Rent credits for elective improvements will be made only to the degree that said improvements are determined, at the sole determination of Lessor, to be of value to Lessor and/or other public agencies.
8. The foregoing rent credit provisions will not be in force and effect in the event of default by Lessee of any of the terms and conditions of the Lease Agreement.

9. Only improvements approved and completed after the effective date of the Administrative Procedure will be eligible for rent credits.
10. Amortization of capital improvements will be made over their anticipated useful life. In order to determine an appropriate amortization schedule for capital improvements, in connection with the herein set forth rent credits, the anticipated life of such improvements will be determined by the IRS depreciation lifespan schedule.

D. Reimbursement of Unamortized Improvements in the Event of early Termination by Lessor: In the event Lessor terminates this Lease for reasons other than default on the part of the Lessee, Lessor will reimburse Lessee for up to fifty (50%) percent of the cost of qualified capital improvements, pro-rated to reflect the remaining unamortized portion of their initial cost beyond the date of any such termination, less any rent credits for capital improvements already granted to Lessee, upon presentation to the Lessor of documentation as to the cost of the improvements and the contractor's or manufacturer's warranty. This reimbursement will be subject to the following conditions:

1. Reimbursement will be subject to appropriation. In the event Lessor is unable to secure the funding necessary to reimburse Lessee, the Lessor will not terminate the Lease until such time as funding is appropriated.
2. In no event will Lessee be entitled to receive reimbursement from both the Lessor and any other public agency for the same, like item, or work of any nature or description.

3. Capital improvements performed by Lessee without the prior written approval of the Lessor will not receive reimbursement.
4. In the event the work performed is not in compliance with the plans and specifications previously approved by Lessor, Lessee will immediately undertake any necessary corrections at Lessee's sole risk and expense. Corrective measures are not eligible for rent credits or amortized reimbursement by Lessor. In the event Lessee fails to take the corrective action as requested by Lessor, Lessee will forfeit its right to rent credits or reimbursement.
5. Lessor will not reimburse Lessee for any capital improvements in the event Lessee vacates the premises before the end of the lease term, whether voluntarily or pursuant to legal action for breach.
6. This reimbursement provision will not be in force and effect in the event of default by Lessee of any of the terms and conditions of the Lease Agreement.
7. Lessee will not be entitled to reimbursement for any finance charges, fees, administrative costs, bonds, permit fees, insurance, operating, maintenance or repair expenses, or any other costs not directly attributable to the actual construction and/or installation of Capital Improvements.
8. Lessee will not be entitled to reimbursement for Elective Capital Improvements unless the improvements are, at the sole discretion of Lessor, determined to be qualified Elective Capital Improvements.

10. OPERATING EXPENSES:

- A. The Lessee will be fully responsible, at the Lessee's sole risk and expense, to perform all maintenance, repair, and/or replacement which the Lessor will determine in its sole discretion, reasonably exercised, is required to protect the Leased Premises from damage or deterioration.
- B. The Lessee assumes, at the Lessee's exclusive risk and expense, full responsibility for the maintenance, repair, and/or replacement of, including, but not limited to, the building and equipment, fixtures, roof, windows, floors, walls, electrical systems, heating and air conditioning systems, and plumbing systems.
- C. The Lessee is fully responsible at the Lessee's sole risk and expense, for all operating expenses for the Leased Premises, including, but not limited to, utility bills and expenses, janitorial services, trash removal, pest control, grounds maintenance, preventive maintenance, day to day minor and major maintenance, tree removal, fence repair and/or replacement, repair or replacement of playground equipment.

11. FIXTURES AND EQUIPMENT: All items which are attached to the building, or are a part of the building's systems at the time the building is delivered to Lessee, shall remain with the building and shall be delivered to Lessee along with the building. All moveable partitions, trade fixtures (as inventoried in a letter to be executed between the parties), floor coverings or equipment installed within the Leased Premises at Lessee's expense shall remain the property of Lessee and may be removed by Lessee at the expiration or other termination of this Lease. Lessee shall, however, repair any damage caused by reason of said removal. Any personal property of Lessee remaining within the Leased Premises after expiration or other termination of this Lease shall become property of the Lessor. The Lessor shall dispose of any such property in the manner it deems appropriate.

12. CONDITION OF PREMISES: Lessee accepts the Leased Premises in "as is" condition, and Lessee agrees to maintain the Leased Premises, including all improvements therein, in good condition and state of repair throughout the term of this Lease and any extension thereof. For purposes of maintenance and upkeep, the Leased Premises shall include the building, walkways, parking lot, driveway, play areas and other grounds contiguous to the building. Lessee agrees to keep the Leased Premises clean and neat in appearance at all times, and to keep grass trimmed, trees treated and shrubbery pruned as necessary to maintain them in good condition and appearance. Lessee agrees to make repairs as necessary for the safe use of the Leased Premises, including changes necessary to comply with law, including, but not limited to changes, if required, to comply with the Americans With Disabilities Act [42 U.S.C. 1210], et. seq.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

- A. Lessee agrees to obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of \$1,000,000 (one million dollars) for bodily injury and property damage including fire legal liability issued by an insurance company licensed in the State of Maryland and acceptable to Lessor.
- B. Lessee agrees to obtain and maintain, during the term of the Lease, and any extension thereof, a policy of workers compensation and employers liability coverage in the amount of \$100,000 for bodily injury by accident (each person) or by disease (each person) and \$500,000 for bodily injury by disease (policy limits).
- C. Lessee agrees to obtain and maintain, during the term of the Lease, an All Risk Property policy covering 100% of the content of the Leased Premises.

- D. The general liability policy must list Montgomery County as additional insured and all policies must provide Montgomery County 60 days written notice of cancellation.
  
- E. The Lessee shall, within ten (10) days from execution of this instrument deliver to Lessor a certificate(s) of insurance evidencing the coverage enumerated above. The certificate(s) must be issued to Montgomery County, Maryland, Department of Public Works and Transportation, Division of Facilities and Services, 110 N. Washington Street, Rockville, Maryland 20850. Lessee has the obligation to assure that Lessor always has a valid unexpired Certificate of Insurance.
  
- F. Lessee will indemnify Lessor and save it harmless from and against any and all claims, action, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, guests or employees, excepting claims arising out of the acts, omissions or negligence of Lessor, the Lessors agents contractors and employees. Lessee shall indemnify Lessor against any penalty, damage or charge incurred or imposed by reason of Lessee's violation of any law or ordinance. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless.

14. HOLD HARMLESS: Lessee agrees to hold harmless and pay for the defense of the Lessor from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to Lessee's use

or possession of the premises, including play fields and play areas, breach of this Lease and from any claim, action, damage, liability or expense occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the Lessor, the Lessor's employees, agents and contractors. Lessee further specifically agrees to hold Lessor harmless and pay for the defense of Lessor from any claim of liability made in connection with any construction or installation of equipment within the Leased Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

15. RESPONSIBILITIES OF LESSEE: Lessee covenants and agrees as follows:

- A. Lessee shall not strip, overload, damage or deface the Leased Premises, hallways, stairways or other approaches thereto or the fixtures therein or used therewith, nor suffer or permit any waste in or upon said Leased Premises.
  
- B. Lessee shall not keep gasoline or other flammable material or any explosive within the Leased Premises which will increase the rate of fire insurance on the Leased Premises beyond the ordinary risk established for the type of operations described in Article 3 hereof. Any such increase in the insurance rate due to the above, or due to Lessee's special operations within the Leased Premises, shall be borne by Lessee. Lessee shall not willfully do any act or thing in or about the Leased Premises which may make void or voidable any insurance on the Leased Premises, and Lessee agrees to conform to all rules and regulations established from time to time by the Lessor, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

- C. Lessee shall not use or allow to be used the Leased Premises or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a nuisance to adjacent properties or the adjacent neighborhood.
- D. Lessee shall not place upon the Leased Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by Lessor. Lessor's approval shall not be unreasonably withheld.
- E. Lessee acknowledges that all responsibilities of Lessee relating to the use or misuse of the Leased Premises and anything therein shall be construed to include use or misuse thereof by Lessee's agents, employees, patrons, guests and sublessees.
- F. Lessee shall comply with all reasonable rules and regulations with regard to the use of the Leased Premises that may be from time to time promulgated by Lessor, and any violation of said rules and regulations shall be deemed to constitute a violation of this Lease. It is understood that such rules and regulations shall not interfere or prevent the intended uses of the demised premises as set forth in this Lease. Notice of any rules and regulations regarding the use of the Leased Premises will be given to Lessee and will become a part of this Lease Agreement, as an attachment, as promulgated.

16. DESTRUCTION OF PREMISES:

- A. In the event that the Leased Premises are destroyed or damaged from whatever cause so as to render all or a substantial portion of the premises unfit for the purposes for which the premises were leased, and the repair of

said destruction or damage cannot reasonably be accomplished by Lessor within ninety (90) days from the date of such damage, Lessee and Lessor shall each be entitled to terminate this Lease by written notice to the other within thirty (30) days after the date the irreparable destruction or damage occurred.

- B. In the event that the Lessor is able to undertake the repair of the Leased Premises and determines it is in Lessor's best interest to do so, Lessor shall complete said repairs within ninety (90) days from the date of destruction or damage and this Lease shall not be affected, except that during reconstruction rental payments shall be reduced by a percentage corresponding to the portion of the Leased Premises to which Lessee is denied normal occupancy and use.
- C. In the event that Lessor does not repair the Leased Premises as hereinabove provided, Lessee shall not be entitled to any compensation or payment from Lessor for the value of any remaining term of the Lease, including reimbursement for any capital or non-capital improvements made by Lessee to the Leased Premises.

17. DEFAULT:

- A. Lessee shall be considered in default of this Lease upon the occurrence of any of the following:
  - 1. Failure to perform under any term, covenant or condition of this Lease and the continuance thereof for thirty (30) days after written notice from Lessor specifying said failure, or such lesser time as the exigencies of the situation may require.

2. The commencement of any action or proceeding for the dissolution or liquidation of Lessee, or for the appointment of a receiver or trustee of Lessee's property, and the failure to discharge any such action within thirty (30) days.
3. The making of any assignment for the benefit of Lessee's creditors.
4. The abandonment of the Leased Premises by Lessee.

B. In the event that the Lessee shall be found in default as hereinabove stated, and shall fail to cure said default within thirty (30) days after written notice from the Lessor (or such period as may be reasonably required to correct the default with exercise of due diligence), or such lesser time as the exigencies of the situation may require, which period shall run simultaneous with the curative period as provided in Article 17A(1) herein, then, and in every such case thenceforth, at the option of the Lessor or Lessor's assigns, the Lessee's right of possession shall thereupon end, and the Lessor may proceed to recover possession under the laws of the State of Maryland.

18. EMINENT DOMAIN:

A. In the event that the Leased Premises, or any improvements thereto, shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain, Lessee shall be entitled to claim the unamortized, undepreciated portion of capital expenditures for improvements and betterments made by Lessee to the Leased Premises at the Lessee's expense, excepting routine repairs to the premises, and shall make no further claim for compensation or assert any other right which Lessee may have to any portion of any award made as a result of such governmental taking.

- B. The Lessor shall receive any award for the fair market value of the land upon which the improvements are located and for the improvements except as otherwise provided herein.
- C. Nothing contained hereinabove shall be construed to preclude Lessee from claiming, proving and receiving, in a separate claim filed by Lessee against the authority exercising the power of eminent domain, such sums to which the Lessee may be entitled as compensation, provided that such a separate claim does not interfere with or reduce the Lessor's award.
- D. Lessor, or Lessee, at its option, may terminate this Lease upon exercise of eminent domain by a condemning authority that renders the Leased Premises unfit for the use and purpose set forth in Article 3 herein.

19. ASSIGNMENT AND SUBLEASING:

- A. Lessee will not assign or sublease any part of the Leased Premises without Lessor's expressed written consent. Lessor's written consent shall be obtained in the following manner:
  - 1. Lessee will submit to Lessor copies of the proposed sublease, a description of the activities and uses of the proposed sublessee, and any other information pertinent to the proposed sublessee's use and occupancy.
  - 2. Lessor will respond in writing not later than thirty (30) days after receipt of all required information, as cited in Article 19A(1) hereinabove or otherwise requested by Lessor. If written response is not received by Lessee within thirty (30) days, Lessor's consent will be assumed.

- B. Subleasing or assignment by Lessee shall be permitted only under the following terms and conditions:
1. Lessee will not be permitted to sublease more than Fifty per cent (50%) of the net useable square footage of the building.
  2. Subleasing or assignment of any portion of the premises by Lessee will have as its primary goal the recovery of reasonable operating and rent expenses incurred by Lessee in the operation, maintenance and administration of the Leased Premises. Lessee does hereby agree that any rental amounts charged to subtenants or assignees will be limited to the subtenants' or assignees' prorated share of actual operating, maintenance and administrative expenses incurred by Lessee, plus an amount equal to the same square foot rate of rent paid by Lessee to Lessor.
  3. Lessor will not approve any assignment, sublease or transfer of any right or interest in any portion of the Leased Premises if such an assignment, sublease or transfer results in any profit or financial gain in excess of the permitted costs and expenses. Lessor will require written evidence of compliance hereunder.
  4. In the event Lessor approves a sublease, Lessee remains responsible for the payment of all monies due to Lessor and the performance of all obligations required of the Lessee.
  5. All subtenants or assignees must conform to the existing zoning, and to the Use Provision contained in the Lease between Lessor and Lessee.

6. In the event Lessor determines that Lessee is receiving rental payments from subtenants in excess of the costs permitted herein, Lessee shall provide all of the rents received, over and above the allowable costs, to Lessor as additional rent.

C. Lessee shall sublease approximately 2700 square feet of interior space for child day care services. Lessee agrees to continue provision of child day care services of the same size, nature and number of children as currently provided by the Beverly Farms Daycare Center throughout the term of this lease or any extension thereof.

20. MARKETABILITY OF LEASE: Lessee acknowledges and agrees that this Lease is non-marketable. Lessee may not market, sell, trade, assign, or transfer any right, title or interest in this Lease to any third party, except as provided for in Article 19 herein.

21. ACCESS: Lessee shall allow Lessor and Lessor's employees or agents to have access to said Leased Premises at all reasonable times and after reasonable notice, during normal working hours for the purpose of inspection, or, at any time in the event of fire or other property damage, or for the purpose of performing any work required to be performed by Lessor, or which Lessor considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Leased Premises. Lessee shall not alter or change the exterior locks installed on the premises, and in the event of an approved change, shall provide Lessor with keys to the facility, said keys to be used by Lessor to obtain access to the facility in emergency situations.

22. SURRENDER OF POSSESSION: Lessee covenants, at the expiration or other termination of this Lease, to remove all goods and effects from the Leased Premises not the property of Lessor, and to yield up to Lessor the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Lessee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by

fire or other casualty and damage from any risk with respect to which Lessee is not herein expressly made liable excepted (provided that insurance proceeds from fire or other casualty or damage, if not used to restore the Leased Premises, have been paid to the Lessor).

23. HOLDOVER: In the event that the Lessee shall continue to occupy said Leased Premises or any part thereof after the conclusion of the term of this Lease, the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by either party giving the other not less than sixty (60) days' written notice, to expire on the day of the month from which the tenancy commenced. During any month-to-month tenancy, both parties shall continue to observe all agreements and covenants contained in this Lease. Lessee shall continue to pay monthly rental under rates to be negotiated a minimum of thirty (30) days prior to the expiration of the initial lease term or extension thereof, which month-to-month rental rates shall in no event be less than the rental rates in effect at the time of expiration of the Lease term.

24. NOTICE OF DEFECTS: Lessee shall give to Lessor prompt written notice of accidents in or damages to the Leased Premises.

25. LESSOR'S TITLE AND COVENANT OF QUIET ENJOYMENT: Lessor covenants that it has full right and power to execute and perform this Lease, and that it will put Lessee into complete and exclusive possession of the Leased Premises. Lessor covenants and agrees that, if Lessee shall perform all the covenants, conditions, and agreements herein contained to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes leased without hindrance from any person or persons whomsoever, regardless of whether the building is sold or otherwise conveyed to a third party(s).

26. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Lessee, at Lessee's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations

now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office. The foregoing shall not be construed to preclude the Lessee from exercising its legal right to contest the validity of legislation through judicial process, provided that the Lessee shall continue to fully comply with the provisions of this Article 26 pending the outcome of the Lessee's efforts.

27. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective successors, assignees or representatives.

28. DISPUTES: Lessor and Lessee agree that any dispute concerning a question of fact arising under this Lease which is not resolved by agreement of the parties shall be decided by the Chief Administrative Officer of Montgomery County, who shall notify the parties in writing of the determination made. The Lessee and Lessor shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending final decision of a dispute hereunder, Lessee and Lessor shall proceed diligently with the performance of all provisions under this Lease Agreement. The decision of the Chief Administrative Officer shall be final and conclusive. This Article 28 does not preclude consideration of questions of law by a court of competent jurisdiction in connection with the aforesaid decisions.

29. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

30. NON-DISCRIMINATION: Lessee agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Lessee assures the County that in

accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or disability.

31. CONTRACT SOLICITATION: Lessee represents that Lessee has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by Lessee for the purpose of securing business or an attorney rendering professional legal services consistent with applicable canons of ethics.

32. PUBLIC EMPLOYMENT: Lessee understands that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

33. FORCE MAJEURE: Neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through Act of God or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of rent so long as Lessee remains reasonably in control of the Premises. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a party.

34. RESIDENT AGENT: The Resident Agent for the Lessee is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and Lessee's address for receipt of notices and service of process is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

35. PROHIBITION OF HAZARDOUS SUBSTANCES: The Lessee agrees to not store or bring hazardous substances onto the Leased Premises. The Lessee shall be responsible for any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the Lessee, its agents, contractors, employees or guests.

36. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective parties shall be addressed as follows:

LESSEE:

IVYMOUNT SCHOOL, INC.  
11614 Seven Locks Road  
Rockville, Maryland 20854

LESSOR:

MONTGOMERY COUNTY, MARYLAND  
Division of Facilities & Services  
Leasing Management  
110 N. Washington St., Suite 318  
Rockville, Maryland 20850

37. INDEMNITY BOND: Upon the request of Lessor, concurrent with the effective date of the Lease or at any time during the term of this Lease, Lessee agrees to obtain and maintain an executed miscellaneous indemnity bond in the amount of the annual rent for the

current lease year to remain in full force and effect throughout the remainder of the lease term, as security for the faithful performance of all the terms and conditions of this Lease.

For good cause shown, Lessor shall have the right, but not the obligation, to request such a bond. Lessor, in its sole discretion, may accept an appropriate substitute surety. Lessee shall, within fifteen (15) days from the date of the request by the Lessor, deliver to Lessor the said surety, evidencing the coverage hereinabove stated. Failure to deliver the bond or surety as required is considered by Lessor to be a material breach of the Lease.

38. GENERAL PROVISIONS: This Lease is governed by the Laws of the State of Maryland. Should any provision of this Lease be found invalid or unenforceable no other unrelated provision will be affected and will continue in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

LESSEE:  
MONTGOMERY COUNTY, MARYLAND

By: Roberta & Demarick

By: William M. Mooney  
WILLIAM MOONEY, ASSISTANT  
CHIEF ADMINISTRATIVE OFFICER

Date: 11/18/98

WITNESS:

LESSOR:  
IVYMOUNT SCHOOL, INCORPORATED

By: Lois Nadine Oppenheimer

By: Suzanne Tull  
Suzanne Tull

Title: President

Date: 11/13/98

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Monique H. Hines

By: Rey Junquera  
REY JUNQUERA, LEASING MANAGER  
DIVISION OF FACILITIES AND SERVICES

Date: 11.12.98

Date: 11/17/98

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LEASE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND  
AND  
CHRIST CHURCH CHILD CENTER, INC.

DATED June 25, 1985

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*Exhibit A*

*LP #50*

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as "Lease"), entered into this 25<sup>th</sup> day of June, 1985 by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as "Lessor") and the CHRIST CHURCH CHILD CENTER, INC., a private, non-profit corporation (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, by action of the Montgomery County Board of Education and the State of Maryland Interagency Committee on School Construction, the Montgomery County Public School System closed the Georgetown Hill Elementary School and transferred it to the Montgomery County Government for management and administration effective July 1, 1983; and

WHEREAS, on February 14, 1984, the Montgomery County Council adopted Resolution No. 10-590, entitled Reuse of Closed Public School Facilities; and

WHEREAS, on February 14, 1984, the Montgomery County Council, sitting as the District Council, adopted Ordinance 10-19, Filed as Zoning Test Amendment No. 83028 for the purpose of revising the zoning procedures affecting public school reuse; and

WHEREAS, pursuant to these procedures, the Georgetown Hill Elementary School was advertised to the public for potential reuses; and

WHEREAS, the applications for reuse were considered by the Montgomery County Planning Board at a public hearing held on June 4, 1984; and

WHEREAS, the District Council subsequently held a public hearing on September 11, 1984, on the applications for reuse together with the recommendations of the Planning Board; and

WHEREAS, the County Council by Resolution No. 10-992, adopted October 16, 1984, a copy of which is attached hereto and made a part hereof as Exhibit B, did approve private schools for special populations as defined by Montgomery County Public Schools, and related office uses as a higher priority use; and

WHEREAS, the Christ Church Child Center has applied for reuse of the Georgetown Hill Elementary School to establish such a school for special populations; and

WHEREAS, the County Executive selected the proposal tendered by the Christ Church Child Center as the most desirable use for the Georgetown Hill Elementary School;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, and for other good and valuable consideration as hereinafter provided, the parties hereto mutually agree as follows:

1. PREMISES: Lessor does hereby lease and demise unto Lessee the premises described as the Georgetown Hill Elementary School, 11614 Seven Locks Road, Rockville, Maryland, (hereinafter referred to as "leased premises"). The leased premises shall include the building, walkways, parking lot, driveway and those portions of land contiguous to the building, as outlined in red on Exhibit A attached hereto and made a part hereof.

2. TERM: The term hereby created shall be ten (10) years, commencing June 1, 1985 and expiring at midnight on May 31, 1995.

3. RENEWAL OPTIONS:

A. Upon the conclusion of the initial lease term cited in Article 2 hereof, Lessee shall have the right to renew this lease for two (2) additional and consecutive five (5) year periods. Such extensions shall be under the same terms, covenants and conditions as contained in the initial lease, with the exception of rental rates which shall be negotiated and agreed to by both parties not less than six (6) months prior to the date of expiration of the initial term or extension thereof. If agreement

cannot be reached with exercise of due reason by the parties hereto, the matter shall be submitted for arbitration in accordance with the dispute provisions of Article 31 herein.

B. For the first five (5) year extension period, commencing June 1, 1995, and expiring at midnight on May 31, 2000, Lessee shall provide Lessor with written notice of its intention to renew on or before May 31, 1993. Provided Lessee has exercised the aforesaid first five (5) year renewal options, for the second five (5) year extension period, commencing June 1, 2000, and expiring at midnight on May 31, 2005, Lessee shall provide Lessor with written notice of its intention to renew on or before May 31, 1998.

4. RENT:

(A) Lessee shall pay to Lessor the total rental of FIVE HUNDRED THOUSAND AND AND NO/100 (\$500,000.00) DOLLARS, payable over the initial ten (10) year lease term in accordance with the following schedule:

	<u>LEASE YEAR</u>	<u>ANNUAL RENTAL</u>	<u>MONTHLY PAYMENT</u>
6-1-85 to 5-31-86	First Year	\$ 30,000.00	\$ 2,500.00
6-1-86 to 5-31-87	Second Year	\$ 30,000.00	\$ 2,500.00
6-1-87 to 5-31-88	Third Year	\$ 40,000.00	\$ 3,333.33
6-1-88 to 5-31-89	Fourth Year	\$ 50,000.00	\$ 4,166.66
6-1-89 to 5-31-90	Fifth Year	\$ 50,000.00	\$ 4,166.66
6-1-90 to 5-31-91	Sixth Year	\$ 60,000.00	\$ 5,000.00
6-1-91 to 5-31-92	Seventh Year	\$ 60,000.00	\$ 5,000.00
6-1-92 to 5-31-93	Eighth Year	\$ 60,000.00	\$ 5,000.00
6-1-93 to 5-31-94	Ninth Year	\$ 60,000.00	\$ 5,000.00
6-1-94 to 5-31-95	Tenth Year	\$ 60,000.00	\$ 5,000.00

(B) The first monthly payment hereunder shall be due on the commencement date of the initial lease term. All payments thenceforth shall be due and payable on the first day of each month during the lease term, at the

Department of Facilities & Services, Division of Space & Leasing Management, 50 Courthouse Square, Rockville, Maryland 20850.

- (C) Should the Lessee fail to submit monthly rental payments in the above described manner, and should said failure continue for more than ten (10) calendar days after the first day of the month for which such rental payment is due and payable, Lessee shall pay to Lessor, in addition to and as a part of the rental payment in question, a late penalty of five percent (5%) of said monthly rental payment. Should Lessee's failure to pay continue for more than twenty (20) calendar days after a monthly payment becomes due and payable Lessee shall pay to Lessor, in addition to and as a part of the rental payment in question, a late penalty of fifteen percent (15%) of said monthly rental payment. Should Lessee's failure to pay continue for more than thirty (30) calendar days after a monthly payment becomes due and payable, Lessor shall have the right to terminate this Lease, recover possession of the leased premises and pursue any other legal remedies available to Lessor under the laws of the State of Maryland.

5. RIGHT TO PURCHASE:

- (A) In the event the leased premises, as outlined in red on "Exhibit A" hereto, are deeded to Lessor prior to the termination of this Lease, or any extension thereof, Lessee shall have the right to purchase the leased premises, provided that the Chief Administrative Officer of Montgomery County concurs with the disposition of the leased premises by sale to the Lessee, and in accordance with Article 25A, Section 5 of the Annotated Code of Maryland. The price to be paid by Lessee for the leased premises shall be established in the following manner:
- (i) Lessor and Lessee shall each select a qualified licensed appraiser. The two appraisers selected shall choose a third qualified, licensed appraiser.

(ii) The respective parties shall each bear the cost of their own appraisers and the fee for the third appraiser shall be equally divided between the two parties.

(iii) The price to be paid for the leased premises by the Lessee shall be the average of the fair market values as submitted by each of the three appraisers.

(B) Lessee shall notify the Lessor in writing of its election to exercise its right to purchase within one hundred twenty (120) days from the date appraisals are concluded and Lessee is notified of the established price. Lessee shall make the necessary arrangements to effect a settlement with the Lessor not later than sixty (60) days after receipt by Lessor of the Lessee's notice of election to purchase. In the event Lessee does not elect to purchase, then neither party shall have any further obligation to the other with respect to such right to purchase.

(C) The hereinabove right to purchase may not at any time be sold, transferred, assigned or subleased by Lessee to any third party without the written consent of Lessor first had and obtained.

6. USE OF THE PREMISES:

(A) The premises shall be used only for the provision of educational services to handicapped individuals and their families, as set forth in Montgomery County Council Resolution No. 10-992, and as more specifically set forth below, for child day care as set forth in Article 22 (E) hereof, and for community and Lessor's use as set forth in Article 7 hereof.

(B) The Lessee agrees that the approval of Lessee's use and occupancy is contingent upon approval of the Lessee's landscape plan, traffic generation and parking requirements by the Maryland-National Capital Park and Planning Commission (MNCPPC), in accordance with the requirements of Montgomery County Council Resolution No. 10-848.

- (i) Lessor hereby acknowledges and agrees that the Lessee's traffic generation and parking requirement estimates were approved by M-NCPPC on March 21, 1985. A copy the letter granting the said approval is attached hereto and made a part hereof as Exhibit C.
- (ii) Lessor hereby acknowledges and agrees that the Lessee's site plan was approved by M-NCPPC on March 22, 1985. A copy of the approved site plan is attached hereto and made a part hereof as Exhibit D.
- (iii) Lessee hereby agrees that any changes or deviations from the approved site plan must be approved by the M-NCPPC.

7. USE OF GYMNASIUM BY THE COMMUNITY, DEPARTMENT OF RECREATION AND OTHER COUNTY AGENCIES:

- (A) Subject to a nominal charge for utilities to be jointly determined by Lessee and the Interagency Coordinating Board, the gymnasium shall remain available to the community during the term of this Lease. Lessee agrees to make the gymnasium available Monday through Saturday during the daytime from 9:00 a.m. to 6:00 p.m., but only when such use will not interfere with Lessee's previously scheduled daytime activities. For the purposes of this Lease, "Lessee's activities" are defined as those programs and activities directly related to the Lessee's approved occupants. All requests to use the gymnasium will be channeled directly to the Interagency Coordinating Board and placed according to the priorities indicated in the Guidelines for the Community Use of Educational Facilities and Services. Lessee understands and agrees that no rental of the gymnasium is to be made except through the Interagency Coordinating Board. Lessee agrees to provide the Interagency Coordinating Board with a schedule of its activities for the gymnasium on a semi-annual basis, i.e., the Fall/Winter schedule (October-March) must be submitted by September 15 and

the Spring/Summer schedule (April-September) by February 1. Times not scheduled for daytime activities by the Lessee shall be presumed to be available for community use. Lessee agrees to make the gymnasium available Monday through Saturday at night from 6:00 p.m. to 11:00 p.m. and all day Sunday from 9:00 a.m. to 11:00 p.m., but only when such use will not interfere with Lessee's previously scheduled activities during these times, as submitted by the Lessee in its semi-annual schedule. The above notwithstanding, the Lessee agrees to honor and allow any activities scheduled in the gymnasium through the Interagency Coordinating Board prior to the date of execution of this Lease. Any use for the Lessee deviating from its previously submitted schedule will be subject to the approval of the Interagency Coordinating Board. Lessee agrees to make the gymnasium available, upon request from the Interagency Coordinating Board, to the Montgomery County Supervisor of Elections for use as a polling facility during the day, if necessary, during primary, general and special elections, irrespective of Lessee's prior scheduled activities. The Lessor shall hold the Lessee harmless and defend the Lessee from any and all claims of liability arising by virtue of the community or Lessor's use of the leased premises parking facilities, athletic fields, adjoining grounds or any portion thereof, except for damage or liability arising from the negligent acts or omissions of the Lessee, Lessee's agents, employees, guests or contractors.

8. USE OF ATHLETIC FIELDS & OUTDOOR RECREATIONAL AREAS:

Lessee shall not have priority use of the athletic fields and other outdoor recreational resources which are not a part of the leased premises, at any time. Lessee shall have the right to use the athletic field and adjoining grounds only by application to the Maryland-National Capital Park and Planning Commission and/or the Montgomery County Department of Recreation. Maintenance and upkeep of the grounds and recreational areas outside the leasehold shall be the

responsibility of the Lessor. Maintenance of grounds, improvements and equipment within the leasehold shall be the responsibility of Lessee. Lessee shall provide access to the parking facilities to the Lessor, Lessor's assigns and users of the athletic fields and outdoor recreational areas for the purpose of conducting activities on the said athletic fields and outdoor areas. The Lessor shall hold the Lessee harmless and defend the Lessee from any claim of liability made or arising out of community or Lessor's use of the parking facilities or the athletic fields and adjoining grounds whether same are a part of or not a part of the leased premises except for damage or liability arising from the negligent acts or omissions of the Lessee, Lessee's agents, employees, guests or contractors.

9. PARKING:

Lessee shall be entitled to full use of the parking facilities which are a part of the leased premises. Lessee shall, at Lessee's risk and expense, be responsible for the ongoing maintenance, cleaning, and repair of said parking facilities. The Lessee shall grant access to said parking facilities to the Lessor's representatives or community users of the premises, during times of community use as set forth in Articles 7 and 8 hereinabove.

10. CODE MANDATED AND CAPITAL IMPROVEMENTS:

(A) Code Mandated Improvements or Modifications:

Lessee agrees to accept the leased premises in "AS IS" condition, and to undertake, at its own risk and expense, any necessary improvements or modifications in order to comply with local, State and Federal codes and regulations relating to the approved use and occupancy of the premises, as required by the County's Department of Environmental Protection and the Fire Marshal's Office. Conversion of the burners in the building's heating system to provide for consumption of #2 fuel oil shall, if required by the Montgomery County Department of Environmental Protection, be the responsibility of the Lessee.

(B) Capital Improvements and Structural Alterations:

Lessee shall not undertake any structural alterations, changes or improvements to the Leased premises without

the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Once Lessor's consent has been obtained, Lessee shall be responsible for the acquisition of any and all necessary permits and for the observation of all building and zoning ordinances and regulations then in effect. Failure to adhere to any applicable ordinances or regulations shall be deemed to be a violation of this lease. The cost of any such alterations or improvements shall be borne solely by the Lessee.

(C) Lessor's Approval and Inspection:

In order to secure Lessor's approval of any structural alterations or improvements, Lessee shall submit to Lessor plans and specifications clearly setting forth the work to be performed. Lessor shall respond in writing within 45 days from receipt of plans and specifications. Lessor shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not reasonably satisfactory to Lessor, Lessee shall undertake any necessary corrections, at Lessee's risk and expense.

(D) Repair or Replacement of Items by Lessor

Notwithstanding any of the above, Lessor agrees to accomplish the following items, at the Lessor's expense, prior to the commencement date of the Lease:

- (i) Repair or replace any damaged water pipes;
- (ii) Replace damaged or missing ceiling tiles;
- (iii) Replace damaged or missing floor tiles;
- (iv) Remove damaged carpeting throughout the building;
- (v) Replace broken window panes.

11. HEATING AND VENTILATION SYSTEMS: Lessor hereby represents that the heating and ventilation systems within the leased premises are in operating condition. Lessee hereby acknowledges receipt of the said heating and ventilation systems in operating condition, and further agrees to assume full responsibility for the necessary maintenance and repair of said systems, at Lessee's sole risk and expense.

12. OPERATING EXPENSES: Lessee shall be responsible for all operating expenses relating to the use and occupancy of the leased premises, to include all maintenance and repair of building and equipment, fixtures, roof, windows, electrical systems, utilities, janitorial services, refuse removal, snow and ice removal or treatment, telephones, security, maintenance and repair of heating and air conditioning systems, plumbing systems, pest control and any other expense incurred by virtue of the Lessee's use and operation of the leased premises.

13. FIXTURES AND EQUIPMENT: All items which are attached to the building, or are a part of the building's systems at the time the building is delivered to Lessee, shall remain with the building and shall be delivered to Lessee along with the building. All moveable partitions, trade fixtures, floor coverings or equipment installed within the leased premises at Lessee's expense shall remain the property of Lessee and may be removed by Lessee at the expiration or other termination of this Lease. Lessee shall, however, repair any damage caused directly and exclusively by reason of said removal. Any personal property remaining within the leased premises at the time of occupancy by the Lessee shall become property of the Lessee. The Lessee shall dispose of any such property in the manner it deems appropriate.

14. CONDITION OF PREMISES: Lessee agrees to maintain the leased premises, including all improvements therein, in good condition and state of repair throughout the term of this Lease and any extension thereof. For purposes of maintenance and upkeep, the leased premises shall include the building, walkways, parking lot, driveways, and grounds contiguous to the building. Lessee agrees to keep the leased premises clean and neat in appearance at all times, and to keep grass trimmed, trees treated and shrubbery pruned as necessary to maintain them in good condition and appearance.

15. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

- (A) Lessee agrees to obtain and maintain, during the full term of this Lease and any extension thereof, a policy of liability insurance with minimum bodily injury limits of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS for an accident or death to one person, and ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for each occurrence, and property damage limits of at least ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS for each occurrence, issued by an insurance company licensed in the State of Maryland and acceptable to Lessor.
- (B) Lessee agrees to obtain and maintain, during the term of this Lease and any extension thereof, a policy of Fire, Extended Coverage and Vandalism insurance on the leased premises with minimum limits of at least ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS for each occurrence.
- (C) Lessee is responsible for fire, theft and vandalism insurance on the contents of the leased premises.
- (D) Lessor shall maintain Lessor's normal fire and liability insurance on the leased premises. Lessor reserves the right to self-insure. Lessor and Lessee agree to waive any right of subrogation against the other.
- (E) Lessee shall, within thirty (30) days from execution of this instrument, deliver to Lessor the said policies or certificates of insurance, evidencing the coverage hereinabove stated.

16. HOLD HARMLESS: Lessee agrees to hold harmless and defend the Lessor from any and all claims of liability arising out of Lessee's use of the premises arising by virtue of the nature of the Lessee's business or through any negligence on Lessee's part, except such negligence as may be occasioned by the acts or omissions of the Lessor, the Lessor's employees, agents and contractors, and further specifically agrees to hold

Lessor harmless and defend Lessor from any claim of public liability made in connection with any construction or installation of equipment within the leased premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the premises hereinabove described.

17. RESPONSIBILITIES OF LESSEE: Lessee covenants and agrees as follows:

- (A) Lessee shall not strip, overload, damage or deface the leased premises, hallways, stairways or other approaches thereto or the fixtures therein or used therewith, nor suffer or permit any waste in or upon said leased premises.
- (B) Lessee shall not keep gasoline or other flammable material or any explosive within the leased premises which will increase the rate of fire insurance on the leased premises beyond the ordinary risk established for the type of operations described in Article 7 hereof. Any such increase in the insurance rate due to the above, or due to Lessee's special operations within the leased premises, shall be borne by Lessee. Lessee shall not willfully do any act or thing in or about the leased premises which may make void or voidable any insurance on the leased premises, and Lessee agrees to conform to all rules and regulations established from time to time by the Lessor, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.
- (C) Lessee shall not use or allow to be used the leased premises or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a nuisance to adjacent properties or the adjacent neighborhood.
- (D) Lessee shall not place upon the leased premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by Lessor. Lessor's approval shall not be unreasonably withheld.

- (E) Lessee acknowledges that all responsibilities of Lessee relating to the use or misuse of the leased premises and anything therein shall be construed to include use or misuse thereof by Lessee's agents, employees, patrons and sublessees.
- (F) Lessee shall comply with all reasonable rules and regulations with regard to the use of the leased premises that may be from time to time promulgated by Lessor, and any violation of said rules and regulations shall be deemed to constitute a violation of this Lease. It is understood that such rules and regulations shall not interfere or prevent the intended uses of the demised premises as set forth in this lease.

18. DESTRUCTION OF PREMISES:

- (A) In the event that the leased premises are destroyed or damaged from whatever cause so as to render all or a substantial portion of the premises unfit for the purposes for which the premises were leased, and the repair of said destruction or damage cannot reasonably be accomplished by Lessor within ninety (90) days from the date of such damage, Lessee and Lessor shall each be entitled to terminate this Lease by written notice to the other within thirty (30) days after the irreparable destruction or damage occurred.
- (B) In the event that the Lessor is able to undertake the repair of the leased premises, Lessor shall complete said repairs within ninety (90) days from the date of destruction or damage and this Lease shall not be affected, except that during reconstruction rental payments shall be reduced by a percentage corresponding to the portion of the leased premises to which Lessee is denied normal occupancy and use.
- (C) In the event that Lessor is not able to repair the leased premises as hereinabove provided, Lessee shall not be entitled to any compensation or payment from Lessor for the value of any remaining term of the Lease.

19. DEFAULT:

(A) Lessee shall be considered in default of this Lease upon the occurrence of any of the following:

(i) Failure to perform under any term, covenant or condition of this Lease and the continuance thereof for thirty (30) days after written notice from Lessor specifying said failure.

(ii) The commencement of any action or proceeding for the dissolution or liquidation of Lessee, or for the appointment of a receiver or trustee of Lessee's property, and the failure to discharge any such action within thirty (30) days.

(iii) The making of any assignment for the benefit of Lessee's creditors.

(iv) The abandonment of the leased premises by Lessee.

(B) In the event that the Lessee shall be found in default as hereinabove stated, and shall fail to cure said default within thirty (30) days after written notice from the Lessor (or such period as may be reasonably required to correct the default with exercise of due diligence), then and in every such case thenceforth, at the option of the Lessor or Lessor's assigns, the Lessee's right of possession shall thereupon end, and the Lessor may proceed to recover possession under the laws of the State of Maryland.

20. LETTER OF CREDIT: Concurrent with the execution of this Lease, Lessee shall deliver to Lessor an executed Letter of Credit evidencing deposits in the amount of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, to remain available to the Lessor, and to remain in full force and effect throughout the lease term hereby created and any extension thereof, as security for the faithful performance of all the terms and conditions of this Lease.

21. EMINENT DOMAIN:

- (A) In the event that the leased premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain, Lessee shall be entitled to recover the unamortized, undepreciated portion of capital expenditures for improvements and betterments made by Lessee to the leased premises at the Lessee's expense, excepting routine repairs to the premises, and shall make no further claim for compensation or assert any other right which Lessee may have to any portion of any award made as a result of such governmental taking.
- (B) Nothing contained hereinabove shall be construed to preclude Lessee from claiming, proving and receiving, in a separate claim filed by Lessee against the authority exercising the power of eminent domain, such sums to which the Lessee may be entitled as compensation, provided that such a separate claim does not interfere with or reduce the Lessor's award.

22. ASSIGNMENT AND SUBLEASING:

- (A) Lessee shall not be entitled to and shall not assign this Lease or sublease all or any part of the leased premises to any third party without the Lessor's express written consent thereto which consent shall not be unreasonably withheld.
- (B) The Lessor's written consent to prospective sublessees or assignees whose activities are not consistent with the specific approved uses set forth in Article 6 hereof shall be granted only upon the successful completion of the reuse procedures as set forth in Montgomery County Council Ordinance No. 10-19 and Montgomery County Council Resolution No. 10-590, both of which were adopted on February 14, 1984, and any subsequent amendments thereto.
- (C) The Lessor's written consent to prospective sublessees or assignees whose activities are consistent with the

approved uses as set forth in Article 6 herein, including the specific occupants listed in said Article 6, shall not require completion of the reuse procedures cited in Article 22(B) hereinabove. The Lessor's consent to sublessees or assignees within the approved use categories shall be obtained in the following manner:

- (i) The Lessee shall submit to Lessor copies of the proposed occupancy or sublease agreements, a description of the activities of the proposed sublessees or assignees and any other information pertinent to the proposed sublessee's or assignee's use and occupancy.
  - (ii) The Lessor shall respond in writing not later than thirty (30) days after receipt of the information cited in Article 22(C) (i) hereinabove.
- (D) The Lessor and Lessee agree that the subleasing or assigning of all or any portion of the premises by the Lessee shall have as its primary goal the recovery of reasonable operating expenses incurred by Lessee in the operation, maintenance and administration of the leased premises. The Lessee therefore agrees that any rental amounts charged to sublessees within the premises shall be limited to the sublessees prorated share of actual operating, maintenance and administrative expenses incurred by Lessee, plus an increment for actual rental paid by the Lessee to the Lessor in accordance with the provisions of Article 4 hereinabove.
- (E) Lessee shall sublease approximately 2,700 square feet of interior space, as shown in red on "Exhibit F" attached hereto and made a part hereof, to the Congressional Heights Nursery School & Day Care Center. The term of the sublease shall not be less than three (3) years, and shall commence not later than sixty (60) days after execution of this Lease. The Lessee shall submit copies of the proposed sublease to the Lessor for review and approval prior to execution, in accordance with the

provisions of Article 22(C)(i) hereinabove. Rental rates charged to the sublessee shall not exceed the sublessee's share of actual rental paid by Lessee to Lessor according to the annual rent schedule in Article 4 hereinabove, and the sublessee's share of reasonable operating and administrative expenses incurred by Lessee. The sublessee shall not be responsible for capital expenses incurred by Lessee in order that the building may be prepared for Lessee's use. Lessee agrees to continue provision of child day care services of same size, nature and number of children served as currently provided by the Congressional Heights Nursery School and Day Care Center throughout the term of this Lease or any extension thereof.

23. MARKETABILITY OF LEASE: Lessee acknowledges and agrees that the Lessor shall not approve any assignment, sublease or transfer of any right or interest in all or any portion of the leased premises if such an assignment, sublease or transfer results in any profit or financial gain to the Lessee. Pursuant to the provisions of this Article 23, the Lessor may require the Lessee to provide certifiable evidence of compliance hereunder.

24. ACCESS: Lessee shall allow Lessor and Lessor's employees or agents to have access to said leased premises at all reasonable times and after reasonable notice, during normal working hours for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by Lessor, or which Lessor considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the leased premises. Lessee shall not alter or change the exterior locks installed on the premises, and in the event of an approved change, shall provide Lessor with keys to the facility, said keys to be used by Lessor to obtain access to the facility in emergency situations.

25. SURRENDER OF POSSESSION: Lessee covenants, at the expiration or other termination of this lease, to remove all goods and effects from the leased premises not the property of Lessor, and to yield up to Lessor the leased premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Lessee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Lessee is not herein expressly made liable excepted.

26. HOLDOVER: In the event that the Lessee shall continue to

occupy said leased premises or any part thereof after the conclusion of the term of this lease, or any extension thereof, the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by either party giving the other not less than sixty (60) days' written notice, to expire on the day of the month from which the tenancy commenced. During any month-to-month tenancy, both parties shall continue to observe all agreements and covenants contained in this Lease. Lessee shall continue to pay monthly rental under rates to be negotiated a minimum of thirty (30) days prior to the expiration of the initial lease term or extension thereof, which month-to-month rental rates shall in no event be less than the rental rates in effect at the time of expiration of the Lease term or applicable extension thereof.

27. NOTICE OF DEFECTS: Lessee shall give to Lessor prompt written notice of accidents in or damages to the leased premises.

28. QUIET POSSESSION: Lessor covenants and agrees that, if Lessee shall perform all the covenants, conditions, and agreements herein contained to be performed on Lessee's part, Lessee shall at all times during the term of this lease and any renewal or extension thereof have the peaceable and quiet enjoyment and possession of the leased premises for the purposes leased without hindrance from any person or persons whomsoever, regardless of whether the building is sold or otherwise conveyed to a third party(s).

29. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Lessee, at Lessee's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office. The foregoing shall not be construed to preclude the Lessee from exercising its legal right to contest the validity of legislation through judicial process, provided that the Lessee shall continue to fully comply with the provisions of this Article 29 pending the outcome of the Lessee's efforts.

30. BENEFIT AND BURDEN: The provisions of this lease shall be binding upon, and shall inure to the benefit of the parties hereto and

each of their respective successors, assignees or representatives.

31. DISPUTES: Lessor and Lessee agree that any dispute concerning a question of fact arising under this Lease which is not resolved by agreement of the parties shall be decided by the Chief Administrative Officer of Montgomery County, who shall notify the parties in writing of the determination made. The Lessee and Lessor shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending final decision of a dispute hereunder, Lessee and Lessor shall proceed diligently with the performance of all provisions under this Lease Agreement. The decision of the Chief Administrative Officer shall be final and conclusive. This Article 31 does not preclude consideration of questions of law in connection with the aforesaid decisions.

32. PRIME LEASE: The Lessor represents that the Lessor possesses the requisite leasehold interest in the leased premises as to enable the Lessor to enter into this Lease Agreement, which Lessor's leasehold interest is granted to the Lessor by the Board of Education of Montgomery County in a Lease Agreement dated July 1, 1983, (hereinafter referred to as the Prime Lease), which Prime Lease is attached hereto and made a part hereof as Exhibit E. Lessor and Lessee agree that the provisions of this Lease Agreement are fully subject and subordinate to the provisions of the said Prime Lease.

33. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

34. NON-DISCRIMINATION: This lease shall be governed by the Laws of the State of Maryland and Montgomery County. Lessee agrees to abide by the provisions of Executive Regulation No. 9-75 (re: Non-Discrimination in County Contracts) adopted July 7, 1977, and Section 11B-3 and Chapter 27 of the Montgomery County Code 1972, as amended.

35. CONTRACT SOLICITATION: Lessee represents that Lessee has not retained anyone to solicit or secure this lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by

Lessee for the purpose of securing business or an attorney rendering professional legal services consistent with applicable canons of ethics.

36. PUBLIC EMPLOYMENT: Lessee understands that unless authorized under Sections 11B-46 or 11B-54 of the Montgomery County Code 1972, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

37. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective parties shall be addressed as follows:

LESSEE:

CHRIST CHURCH CHILD CENTER, INC.  
11614 Seven Locks Road  
Rockville, Maryland

LESSOR:

MONTGOMERY COUNTY, MARYLAND  
Dept. of Facilities & Services  
Space & Leasing Management  
50 Courthouse Square  
Rockville, Maryland 20850

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

ATTEST:

By: Ray J. Quinn

LESSOR:

MONTGOMERY COUNTY, MARYLAND

By: Robert K. Kendal  
Robert K. Kendal, Assistant  
Chief Administrative Officer

Date: 6/25/85

RECOMMENDED:

By: Gloria W. Kratz  
Gloria W. Kratz, Chief  
Space & Leasing Management

ATTEST:

By: Billy A. McCortley

LESSEE:

CHRIST CHURCH CHILD CENTER, INC.

By: Mary H. Merrick

Date: JUN 6 1985

Corporate Attestation: I hereby certify that the above named individual is authorized to execute this instrument on behalf of CHRIST CHURCH CHILD CENTER, INC.

(CORPORATE SEAL)

Robert L. Stoddard  
Corporate Secretary

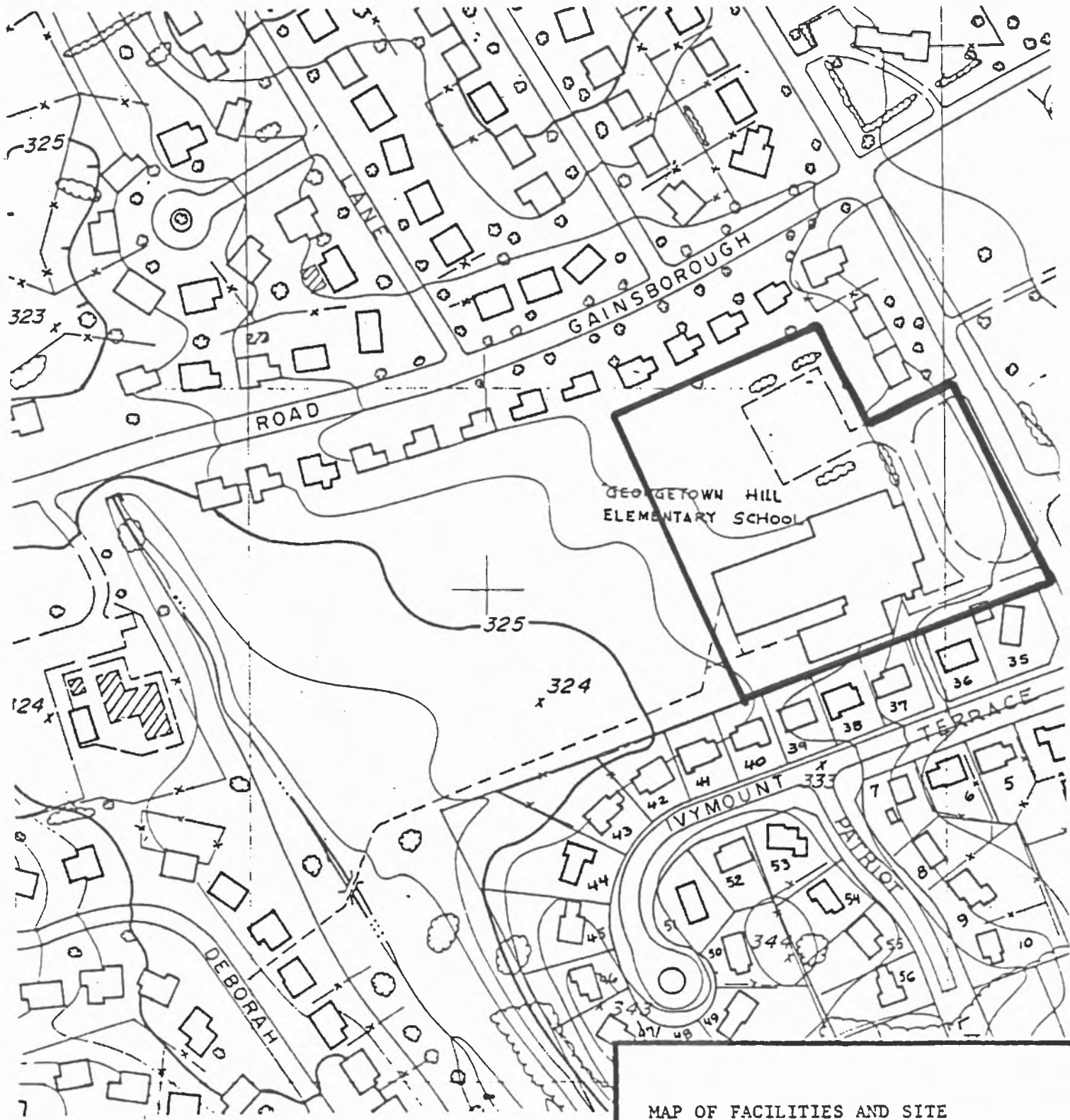
APPROVED AS TO FORM AND LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: A. Wright

Date: 6-19-85

982G

# GEORGETOWN HILL ELEM. SCHOOL



MAP OF FACILITIES AND SITE

EXHIBIT A

WHEREAS, on September 17, 1984, the Government Structure, Automation and Regulation Committee reviewed the various reuse proposals for Georgetown Hill Elementary School, the issues raised at the public hearing, the report and recommendation of the Montgomery County Planning Board and others, and provided recommendations to the Council regarding the reuse of Georgetown Hill Elementary School.

NOW, THEREFORE, BE IT RESOLVED BY THE County Council for Montgomery County, Maryland, sitting as the District Council for the Maryland-Washington Regional District in Montgomery County, Maryland that -

The following uses are hereby approved for the reuse of Georgetown Hill Elementary School:

Any reuse shall provide for the continued availability to the public of the recreation facilities, including the gymnasium, located at Georgetown Hill Elementary School, as well as the necessary parking in connection with the use of the recreational facilities during peak demand hours.

**Higher Priority Uses:**

- Private schools for special populations as defined by Montgomery County Public Schools, and related office uses
- Housing for the elderly or handicapped, within the existing building envelope
- Facilities for religious services; provided that detailed estimates of parking needs are submitted to the Planning Board for approval
- Multiservice children's center operated by County government. While this is a high priority use for the subject closed school facility, it should be noted that these uses could be accommodated at other locations.

**Lower Priority Uses:**

- Private schools serving same population as Montgomery County Public

Schools and relocating from another surplus public school facility; provided current size and enrollments are not substantially increased, and that use of playing fields is restricted to before 3:00 p.m. on weekday afternoons, to weekdays, and to times when Montgomery County Public Schools are in session

- Medical research/health clinic
- General government uses—general government offices; government storage and warehousing; health centers

BE IT FURTHER RESOLVED that -


A site plan shall be submitted for comment to the Montgomery County Planning Board for any change required by a reuse to the exterior of the building, a change in landscaping, or change in parking or other exterior facilities, prior to execution of any lease.

BE IT FURTHER RESOLVED that -

Traffic generation estimates for all reuses shall be submitted for comment to the Montgomery County Planning Board, prior to execution of any lease.

A True Copy.

ATTEST:

  
 Kathleen A. Freedman, Acting Secretary  
 of the County Council for  
 Montgomery County, Maryland

39

1987 FEB 26 P 92

2/26/87

9.210

sp.

GLENBROOK DAY SCHOOL, INC.

ARTICLES OF AMENDMENT, CHANGING NAME FROM GLENBROOK DAY SCHOOL, INC. TO IVYMOUNT SCHOOL, INC.

GLENBROOK DAY SCHOOL, INC., a Maryland corporation, having its principal office in Montgomery County, Maryland, (hereinafter called the "Corporation") HEREBY CERTIFIES to the State Department of Assessments and Taxation that:

The Charter of the Corporation is hereby amended by striking out paragraph I of the Charter, and inserting in lieu thereof the following:

"I. The name of the Corporation (which is hereinafter called the "Corporation") is: IVYMOUNT SCHOOL, INC."

The amendment of the Charter of the Corporation herein made was duly advised, authorized and approved by the Board of Directors, in writing, in accordance with the provisions of Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland. There are no voting members other than the Board of Directors.

IN WITNESS WHEREOF, the Glenbrook Day School, Inc. has caused these Articles of Amendment to be signed in its name and on its behalf by its President, and witnessed and attested by its Secretary as of the \_\_\_ day of February, 1987.

Attest:

GLENBROOK DAY SCHOOL, INC.

By:

Michael Poston, Secretary

Mary Merrick, President

The undersigned President of the GLENBROOK DAY SCHOOL, INC., who executed the foregoing Articles of Amendment on behalf of said Corporation, hereby acknowledges in the name and on behalf of said Corporation, the foregoing Articles of Amendment to be the corporate act of said Corporation, and further certifies that, to the best of her knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects under the penalties of perjury.

Mary Merrick, President

70578063

STATE OF MARYLAND. I hereby certify that this is a true and complete copy of the file in this office. FILED: 2-26-87 DEPARTMENT OF ASSESSMENTS AND TAXATION. Effective: 10/01

Exhibit C



STATE OF MARYLAND

# State Department of Assessments and Taxation

THE ARTICLES OF AMENDMENT  
OF  
GLENBROOK DAY SCHOOL, INC.  
Changing its name to  
IVYMOUNT SCHOOL, INC.

HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION THIS 26TH DAY OF FEBRUARY, 1987, at 9:20 AM  
AND WILL BE RECORDED.

By:  .....

FEE PAID

FEE  
CODE

AMOUNT

CO.  
CODE

DOCUMENT  
REFERENCE

301 West Preston Street, Baltimore, Maryland 21201 / Phone: 226-1340

AT-5-009



# State Department of Assessments and Taxation

Gene L. Burnett, Director

DOCUMENT CODE 9A

BUSINESS CODE 04

COUNTY \_\_\_\_\_

D 1187202

P.A.

Religious

Close

Stock

Nonstock

Delegating  
(Transferor) \_\_\_\_\_

Surviving  
(Transferee) \_\_\_\_\_

CODE      AMOUNT      FEE REMITTED

20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	<u>20</u>	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Req.
51	_____	Foreign Name Registration
13	<u>7</u>	<u>1</u> Certified Copy <u>IP</u>
56	_____	Foreign Penalty
54	_____	For. Supplemental Cert.
73	_____	Cert. of Conveyance

Name Change  
(New Name) Government School, Inc.

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent Address

75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	_____	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
71	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
8A	_____	Foreign Corporation Registration
	_____	Other _____
	_____	Other _____

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

John Wilmore  
6110 Executive Blvd #6  
Kodenville Md 20852

TOTAL FEES 27

Check       Cash

Documents on \_\_\_\_\_ checks

NOTE:

APPROVED BY: AS

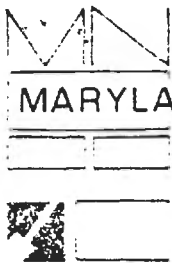
Exec MAR 25 1985

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue • Silver Spring, Maryland 20907

(301) 495-455

1040



RECEIVED

March 22, 1985

MAR 27 1985

The Honorable Charles W. Gilchrist  
Montgomery County Executive  
101 Monroe Street  
Rockville, Maryland 20850

Space & Leasing Mgmt.


Dear Mr. <sup>Gilchrist</sup> Gilchrist:

County Council Resolution 10-992 approved reuse of Georgetown Hill Elementary School for "...private schools for special populations, provided that a landscape plan, detailed estimates of traffic generation and parking requirements are submitted to the Planning Board for approval prior to execution of final lease agreement."

On March 21st, the Planning Board approved the landscape plan after certain changes were incorporated in the plan for the Christ Church Child Center. We have reviewed the traffic generation estimates and determined that there will be no significant adverse impact on the nearest critical intersection. We find the parking estimates to be appropriate to this use.

Staff will forward to Gloria Kratz a copy of the approved site plan. The lease should include a requirement to adhere to the approved site plan unless it is amended with our approval. We would appreciate having for our records a copy of the lease agreement.

Sincerely,

  
Norman L. Christeller  
Chairman, MCPB



NLC:PH:gw

cc: Thomas Abraham

Montgomery County Planning Board

EXHIBIT C

L E A S E

THIS LEASE, made this 21<sup>st</sup> day of May, 1984, by and between the BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND, a governmental organization operating under the provisions of Article 77, Annotated Code of Maryland, 1969, (hereinafter "Landlord") and MONTGOMERY COUNTY, MARYLAND, a political subdivision chartered under the laws of Maryland (hereinafter "Tenant"),

W I T N E S S E T H:

THAT in consideration of the respective covenants, conditions and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

ARTICLE I

DEMISED PREMISES AND TERM OF LEASE

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises known as: Georgetown Hill Elementary School, 11614 Seven Locks Road, Rockville, Maryland, as shown on Exhibit A attached hereto for a term of thirty (30) years, commencing on the 1st day of July, 1983.

Should tenant continue in possession after the end of the term herein with permission of the Landlord, it is agreed that the tenancy thus created can be terminated by either party giving the other not less than 120 days' written notice and that all other terms of this lease shall remain in full force and effect until such notice is given or this lease is otherwise modified or terminated by the parties.

ARTICLE II

ASSIGNMENT AND SUB-LEASE

Tenant may assign this lease or sublease the demised premises without the consent or approval of the Landlord, provided that neither resulting assignment nor sublease shall release, discharge or affect the liability of the Tenant as provided in this lease, for the full term hereof.

EXHIBIT E

### ARTICLE III

#### IMPROVEMENTS

The Tenant accepts demised premises "as is"; provided however that the Tenant shall have the right at any time and from time-to-time, at its own expense, during the demised term to make alterations, changes and new construction to the buildings, improvements, building fixtures and/or equipment located on the demised premises as the Tenant shall deem desirable for the convenience or requirements needed in the use and operation of the demised premises; provided, that any major structural, mechanical, or electrical alteration, change, demolition and/or construction to the building, improvements, building fixtures and/or equipment located on the demised premises requires the prior written approval of the Landlord in the manner designated herein by this Article III, which approval shall not be unreasonably withheld.

Building Plans - The Tenant shall prepare working plans, drawings and specifications (hereinafter referred to as the "Building Plans") for any proposed major structural, mechanical or electrical alteration, change, demolition and/or construction to the building, improvements, building fixtures, and/or equipment located on the demised premises which Building Plans shall be submitted to the Landlord, for approval, whose approval shall not be unreasonably withheld.

Character of Work - All work performed by the Tenant pursuant to this Article III, shall be performed at its own expense and in a good and workmanlike manner with good materials and in accordance with approved Building Plans. The demised premises shall be left at the completion of such work in a safe and clean condition and in good order and repair. All improvements shall become a part of the demised premises and surrendered by Tenant to Landlord on termination of this lease.

### ARTICLE IV

#### INSURANCE AND INDEMNIFICATION

During the period of this lease, the Tenant shall at all time indemnify, defend and hold the Board of Education, the individual members thereof, and any school officials or employees harmless against all actions, claims, demands, costs, damages penalties or expense which result from the negligence or fault of the Tenant, which may be brought or made against the Landlord or which the Landlord may pay or incur by reason of

any work on the demised premises which may be performed by or at the direction of the Tenant pursuant to this Article III or otherwise. Tenant shall, during the full term of this Agreement, or any renewal or extension thereof, carry with a company authorized and licenses to do business in the State of Maryland for the protection of Tenant and Landlord, public liability insurance with limits of at least \$100,000 for any one claim and \$300,000 for any one accident and property damage insurance with a minimum limit of \$50,000; or, in the alternative, Tenant may self-insure in the amounts specified in this paragraph.

Tenant shall be responsible for insuring or self-insuring its own personal property on the premises.

Parties mutually agree to waive all rights of action against the other party to the extent of each other's insurance recovery.

#### ARTICLE V

##### OPERATION

Discrimination - Tenant shall not discriminate because of race, creed, color, sex, age, or national origin against any member of the public desiring to use the facility.

Utilities - Tenant shall pay for all utilities, including heat, electricity, water, sewer charges, etc. supplied to the premises.

#### ARTICLE VI

##### REPAIRS

Repairs - At all times during the term of this lease, the Tenant, at its own cost and expense shall maintain in good order and repair the demised premises and all improvements, landscaping, fixtures, parking facilities, and equipment thereon, making all repairs and replacements, interior and exterior, structural and non-structural.

Removal of Trade Fixtures - The Tenant may remove at or prior to the termination of this lease any movable personal property, trade fixtures or equipment installed by it on the premises. The Tenant shall repair any damage caused by such removal.

Signs - The Tenant may install or remove any signs on the exterior or interior of the facility.

## ARTICLE VII

### SURRENDER

On the last day of the term the Tenant shall surrender the demised premises and all improvements thereon in as good condition as when Tenant took possession, except for ordinary wear and tear, Acts of God, and casualties by fire and the elements only, excepted, and possession shall thereupon revert to the Landlord.

Landlord may terminate this agreement by providing written notice at least two years prior to date of cancellation. Landlord will not cancel this agreement before the twentieth (20th) anniversary of this lease. However, this agreement may be cancelled by mutual consent of Landlord and Tenant. The Tenant shall save the Landlord harmless from any and all actions and/or damages which may result from such decisions to cancel this agreement.

## ARTICLE VIII

### NOTICES

All notices required to be given by either party hereunder shall be in writing and notices to Landlord shall be sent to the Montgomery County Board of Education, Department of School Facilities, 850 Hungerford Drive, Rockville, Maryland 20850. Notices to Tenant shall be sent to the Montgomery County Government, Department of Facilities and Services, 50 Courthouse Square, Rockville, Maryland 20850.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**Integrated Agreement** - This instrument contains all of the agreements and conditions made between the parties and may not be modified orally or in any other manner other than by an agreement in writing signed by all the parties or their respective successors in interest.

**Successors and Assigns** - All of the covenants, provisions, terms, agreements and conditions of this lease shall inure to the benefit and be binding upon the Landlord or its successors or assigns and upon Tenant, its successors or assigns (as hereinabove permitted).

**Fire or Disaster Damage** - If during the term of this lease the building is so injured by fire or otherwise that the demised premises are rendered wholly unfit for occupancy and the demised premises cannot be repaired within ninety (90) days from the happening of such injury, then

this lease shall cease and determine from the date of such injury provided that the Landlord gives written notice to the Tenant within thirty (30) days after the date of such casualty.

IN WITNESS WHEREOF, the parties hereby have caused this lease to be properly executed the day and year first written above.

ATTEST:

*William Wilber*

BOARD OF EDUCATION OF  
MONTGOMERY COUNTY, MARYLAND

*Wilmer S. Cody*  
Wilmer S. Cody, Superintendent

Date: 5/21/84

ATTEST:

*Patricia P. Affens*

MONTGOMERY COUNTY, MARYLAND

*Robert K. Kendal*  
Robert K. Kendal, Assistant  
Chief Administrative Officer

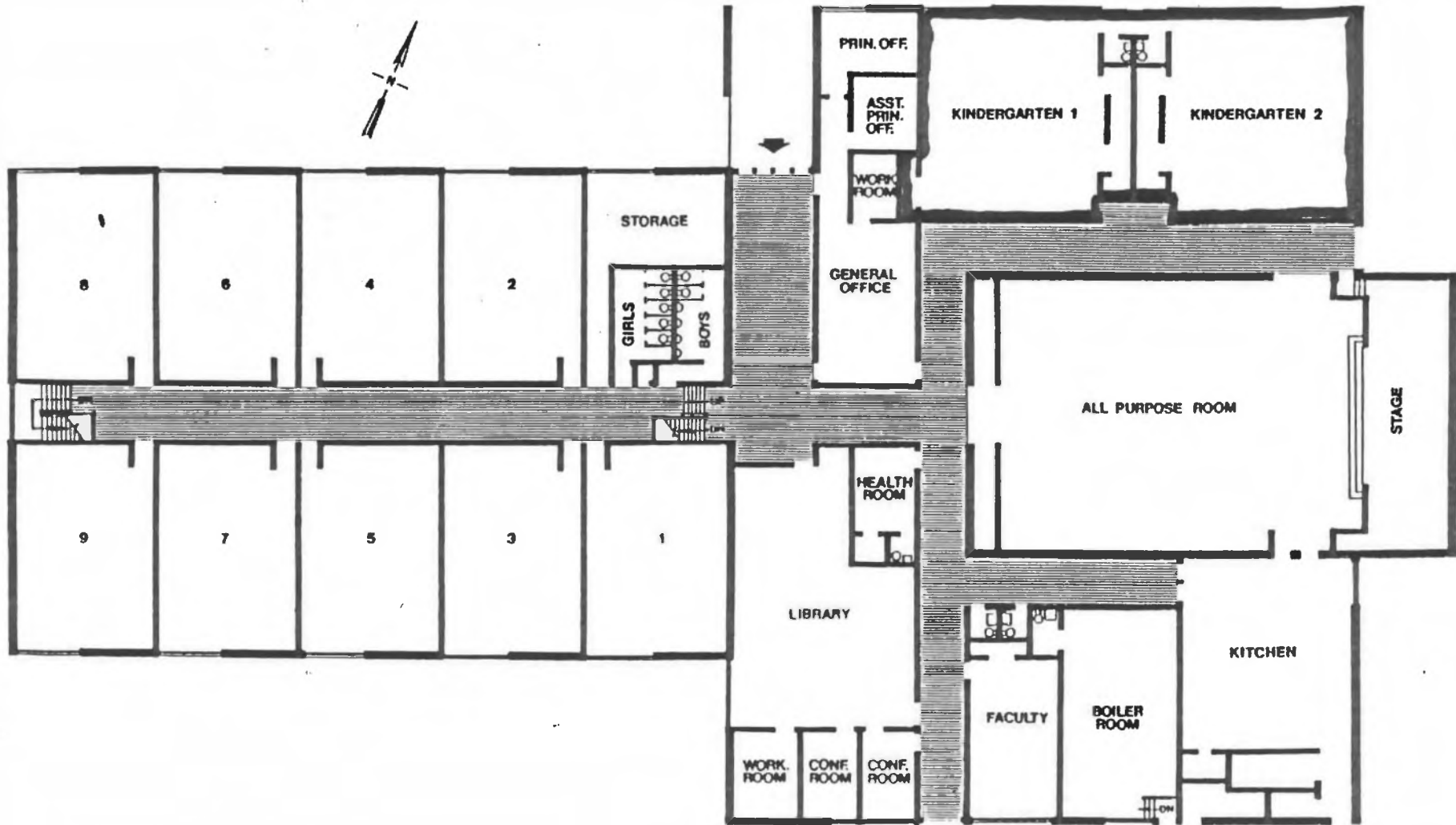
Date: 4/26/84

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
OFFICE OF THE COUNTY ATTORNEY

By: *John P. Hob*

Date: 4/26/84

GEORGETOWN HILL  
Elementary School



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EXHIBIT F

# GEORGETOWN HILL ELEM. SCHOOL



MAP OF FACILITIES AND SITE

Exhibit B