



Committee: Directly to Council
Committee Review: N/A
Staff: Christine Wellons, Legislative Attorney
Naeem Mia, Legislative Analyst
Purpose: To receive testimony/final action - vote expected
Keywords: #Lease #MNCPPC #WheatonHQ

AGENDA ITEMS #8 and
#12B
July 13, 2021
Public Hearing/Action

SUBJECT

Expedited Bill 27-21, Wheaton Regional Headquarters - Lease Approval

Lead Sponsor: Council President at the Request of the Maryland-National Capital Park and Planning Commission

EXPECTED ATTENDEES

James Poore, Planning Department
Greg Ossont, Department of General Services

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- To hear public testimony.
- Final action – motion and roll call vote required.

DESCRIPTION/ISSUES

- Expedited Bill 27-21 would approve a lease (MNCPPC Contract No. 410297-000) dated May 25, 2021 between the Maryland-National Capital Park and Planning Commission (M-NCPPC) and the County for certain space totaling approximately 177,031 square feet in the recently-constructed Wheaton Regional Headquarters building at 2425 Reedie Drive, Wheaton, MD 20902.
- The leased space will be used by various County departments, including the departments of Permitting Services, Environmental Protection, and Recreation, among others.
- The initial term of the lease is 40 years, with a rent of \$1.00 per year, plus a pro rata share of certain operating expenses. Because the term of the lease exceeds 20 years, Council approval of the lease, via legislation, is required under Md. Code Ann., Land Use § 17-204(a).

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Agenda Item #8 and #12B
July 13, 2021
Public Hearing / Action

MEMORANDUM

July 8, 2021

TO: County Council

FROM: Christine Wellons, Legislative Attorney
Naeem Mia, Legislative Analyst

SUBJECT: Expedited Bill 27-21, Wheaton Regional Headquarters – Lease Approval

PURPOSE: Public Hearing / Action – motion and roll call vote required

EXPECTED ATTENDEES

James Poore, Planning Department
Greg Ossont, Department of General Services

Expedited Bill 27-21, Wheaton Regional Headquarters - Lease Approval, sponsored by the Council President at the request of the Maryland-National Capital Park and Planning Commission (M-NCPPC), was introduced on June 29, 2021. A public hearing, followed by action, is tentatively scheduled for July 13 at 1 :30 p.m.

Expedited Bill 27-21 would approve a lease (MNCPPC Contract No. 410297-000) dated May 25, 2021 between the Maryland-National Capital Park and Planning Commission (M-NCPPC) and the County for certain space totaling approximately 177,031 square feet in the recently-constructed Wheaton Regional Headquarters building at 2425 Reedie Drive, Wheaton, MD 20902. The Montgomery County Planning Board approved the lease by consent at its February 25, 2021 session.

BACKGROUND

The leased premises at the Wheaton Regional Headquarters will be used by various County departments and programs (including the departments of Permitting Services, Environmental Protection, Recreation, and the Wheaton Regional Services Center, among others).

The initial term of the lease is 40 years, with renewal terms of 10 years up to a total of 99 years. The rent under the lease is \$1.00 per year, plus a pro rata share of certain operating expenses. The Council approved first funding for the lease in its FY21 Approved Operating Budget (in the Leases Non-Departmental Account); funding is continued in the base FY22 Operating Budget.

The lease is before the Council for approval because its term exceeds 20 years. *See* Md. Code Ann., §17-204(a) (“The term of a lease [by MNCPPC] may not exceed 20 years without the

prior approval of the lease by legislative enactment of the county where the lease property is located.”).

NEXT STEP: Motion to enact Bill 27-21, followed by a roll call vote.

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Expedited Bill No. 27-21
Concerning: Wheaton Regional Headquarters - Lease Approval
Revised: 6-23-21 Draft No. 1
Introduced: June 29, 2021
Expires: December 29, 2022
Enacted: [date]
Executive: [date signed]
Effective: [date takes effect]
Sunset Date: [date expires]
Ch. #[], Laws of Mont. Co.][year]

COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

Lead Sponsor: Council President at the Request of the Maryland-National Capital Park and Planning Commission

AN EXPEDITED ACT to:

- (1) approve the lease of the Wheaton Regional Headquarters for use by the County; and
- (2) authorize the lease by the Maryland-National Capital Park and Planning Commission for more than 20 years.

By adding to the laws of Montgomery County 2021

Boldface	<i>Heading or defined term.</i>
<u>Underlining</u>	<i>Added to existing law by original bill.</i>
<u>[Single boldface brackets]</u>	<i>Deleted from existing law by original bill.</i>
<u>Double underlining</u>	<i>Added by amendment.</i>
<u>[[Double boldface brackets]]</u>	<i>Deleted from existing law or the bill by amendment.</i>
* * *	<i>Existing law unaffected by bill.</i>

The County Council for Montgomery County, Maryland approves the following Act:

1 **Sec. 1.** The laws of Montgomery County, Maryland, are amended to read as
2 follows:

3 The lease agreement (MNCPPC Contract No. 410297-000) dated May 25,
4 2021 between the Maryland-National Capital Park and Planning Commission and the
5 County, providing to the County the use of approximately 177,031 square feet of the
6 Wheaton Regional Headquarters located at 2425 Reedie Drive, Wheaton, Maryland
7 20902, is approved.

8 **Sec. 2. Expedited Effective Date.**

9 The Council declares that this legislation is necessary for the immediate
10 protection of the public interest. This Act takes effect on the date on which it becomes
11 law.

LEGISLATIVE REQUEST REPORT

Expedited Bill 27-21
Wheaton Regional Headquarters – Lease Approval

DESCRIPTION: Expedited Bill 27-21 would approve a lease (MNCPPC Contract No. 410297-000) dated May 25, 2021 between the Maryland-National Capital Park and Planning Commission (M-NCPPC) and the County for certain space totaling 177,031 square feet in the recently-constructed Wheaton Regional Headquarters building at 2425 Reedie Drive, Wheaton, MD 20902.

PROBLEM: The lease requires Council legislative approval under Md. Code Ann., Land Use § 17-204(a).

GOALS AND OBJECTIVES: Approval of the lease.

COORDINATION:

FISCAL IMPACT: Office of Management and Budget

ECONOMIC IMPACT: Office of Legislative Oversight

EVALUATION: To be done.

EXPERIENCE ELSEWHERE: To be researched

SOURCE OF INFORMATION: Christine Wellons, Legislative Attorney

APPLICATION WITHIN MUNICIPALITIES: N/A

PENALTIES: N/A



MONTGOMERY COUNTY DEPARTMENT OF PARKS
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

MEMORANDUM

DATE: June 9, 2021

TO: Montgomery County Council

VIA: Michael F. Riley, Director of Parks *mr*

FROM: Jim Poore, Division Chief, Facilities Management Division
Michelle Grace, Assistant Division Chief, FMD *MP*

SUBJECT: **Wheaton Headquarters Lease (Term) Approval**
2425 Reedie Drive, Wheaton, MD 20902

STAFF RECOMMENDATION:

Approval of the Wheaton Headquarters lease (term) agreement between the Maryland-National Capital Park and Planning Commission (“M-NCPPC”) and Montgomery County Maryland (the “County”) through its Department of General Services.

BACKGROUND:

The Montgomery County Council (the “Council”) previously supported stimulating implementation of the Wheaton Master Plan (under the *Approved and Adopted 2011 Wheaton CBD and Vicinity Sector Plan*) and subsequently approved PDF No. 150401 to fund the Wheaton Redevelopment Program for facility planning for a multi-user government complex at what is now 2425 Reedie Drive, Wheaton, Maryland 20902 (the “Location”), under which a new government building will be constructed at the Location to house the M-NCPPC’s Montgomery County Departments of Parks and Planning, as well as certain designated Montgomery County departments.

In accordance with the foregoing Program, the construction of the said multi-user government complex has been completed and M-NCPPC is the owner of a building at the Location, generally known as the M-NCPPC’s Wheaton Regional Headquarters (the “Building”). To complete the implementation of the Council’s directive for the Wheaton Redevelopment Program, M-NCPPC and the County have executed a lease agreement dated May 25, 2021 (the “Agreement”) allowing certain County agencies to occupy approximately 177,031 square feet of space in the Building for an initial lease term exceeding 20 years. M-NCPPC Montgomery County Planning Board approved the Agreement on February 25, 2021 during its open session.

Md. Code, Ann., Land Use, § 17-204(a) mandates that any lease of M-NCPPC-owned property exceeding twenty years requires the approval of the Council. M-NCPPC hereby seeks the Council approval of the Agreement, attached to this memorandum as Exhibit One.

M-NCPPC recommends Council approval of the Agreement via legislative enactment.

Attachment:

Lease Agreement

Signature: 

Email: James.Poore@montgomeryparks.org

Signature: 

Email: Michelle.Grace@montgomeryparks.org

Signature: 

Email: mike.riley@montgomeryparks.org

TAX ID NO: 13-03856033

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made on this 25th day of May, 2021, between the MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate and agency of the State of Maryland (the "Commission"), and MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland, through its Department of General Services, located at 101 Monroe Street, 9th Floor, Rockville, Maryland 20850 (the "County").

RECITALS:

A. Pursuant to Md. Code, Ann., Land Use, § 17-101, *et seq.*, as amended, the Commission is authorized to acquire, own, lease, operate, and maintain property within Montgomery County, Maryland, for purposes set forth therein.

B. The parties entered into a Development Agreement with the last signature date of August 25, 2014, as amended via First Amendment to Development Agreement, and Second Amendment to Development Agreement (collectively, "Development Agreement"), setting forth for a redevelopment project to be located at and about 2425 Reedie Drive, Wheaton, Maryland 20902 (the "Property"), including a new town square, subterranean public parking garage, and an office building (the "Wheaton Redevelopment Project").

C. Within the Wheaton Redevelopment Project, the Commission is the owner of certain air rights and building generally known as Wheaton Regional Headquarters, located at the Property, comprising office and retail space.

D. Within the Wheaton Redevelopment Project, the County is the fee simple owner of the Property, subject to the Commission's ownership of the Building.

E. Pursuant to a Declaration of Covenants and Bylaws recorded by the County among the land records in Book 62542 at Page 70, and Condominium Plats recorded in Book _____ at as Plat **Nos.** Pages 10284 through 10288, the Wheaton Office Condominium was established on the Property ("Condominium"). The Condominium includes two condominium units: (1) the "Public Parking Unit" which is an underground public parking garage; and (2) the "Commission Unit" consisting of approximately 308,020 square feet of office and retail space (the "Building") and a town square located between the Building and Reedie Drive ("Town Square").

F. The County desires to locate its Departments of Permitting Services Environmental Protection and Recreation, the Wheaton Regional Service Center, and the Office of Community Use of Public Facilities (CUPF) (collectively, the "County Departments") on several floors of the Building under this Lease.

G. The parties desire to enter into this Lease pursuant to the terms and conditions set forth hereinbelow.

ACCORDINGLY, the parties agree as follows:

1. LEASED PREMISES. The Commission leases to the County, and County agrees to lease from the Commission, approximately 177,031 square feet in total, comprising approximately 57.5% of the total usable FAR in the Building (the “Leased Premises”). The Leased Premises is described in Exhibit “A”, which is attached to and made a part of this Lease.

2. TERM.

2.1 Unless otherwise terminated or modified under the provisions hereof, this Lease will commence on the date of the last signature below (the “Lease Commencement Date”) and will continue for a period of 40 years (the “Initial Term”). The County may renew the Lease for up to five successive ten-year terms and, thereafter, a final nine-year term (each a “Renewal Term”) for a total possible Term of 99 years. The Initial Term and all Renewal Terms are collectively referred to as the “Term.”

2.2 The parties acknowledge and agrees that Md. Code, Ann., Land Use, § 17-204(a), requires this Lease to be approved by the Montgomery County Council. As required under Section 17-204 of the Land Use Article of the Annotated Code of Maryland, the Commission represents that the Montgomery County Council has approved the Term of this Lease.

3. RENT; OPERATING COST; RESERVE.

3.1 **Rent.** The County shall pay a base rent of \$1.00 per year for the Leased Premises (the “Base Rent”). The Base Rent and all operating expenses (described below as “Additional Rent”) are collectively referred to as the “Rent.” The County shall pay the Rent to the Commission each year this Lease is in effect regardless of the County’s actual occupancy at any given time during the Term.

3.2 **Pro-rata Share of Operating Expenses.** The County agrees to pay to the Commission the County’s pro-rata share of the operating expenses of the Building which are specifically attributable to the Leased Premises (the “Operating Expenses”). The County’s pro-rata share of the Operating Expenses, as described in this Section 3, shall be paid by the County as additional rent (“Additional Rent”). The County’s pro-rata share of the Operating Expenses shall be equal to a fraction, the numerator of which shall be the number of gross rentable square feet of the Building leased to the County and the denominator of which shall be the gross square feet of the Building, it being agreed by the parties that the County’s pro-rata share of the Operating Expenses, on the Lease Commencement Date, is 57.5% based on 177,031 sf of Leased Premises/308,020 sf of the Building.

3.3 **Operating Expenses Comprising the Additional Rent.** For any fiscal year, the following comprise the Operating Expenses for the Building: all commercially reasonable direct and actual out of pocket expenses incurred by the Commission for operating and maintaining the Building (except as provided in subsection 3.4, below), determined in accordance with

generally accepted accounting practices (“GAAP”) consistently applied, including the costs and expenses for the following (a) wages and salaries of all employees engaged in the management, operation or maintenance of the Building; (b) all supplies, materials, equipment and tools used in the operating or maintenance of the Building (but not items used solely in the Commission’s space); (c) costs of all maintenance and service agreements for the Building and equipment therein, including but not limited to controlled access and energy management services; (d) general and special repairs and maintenance; (e) costs of supervision, including administration and/or management fees, which will be reasonable and customary; (f) legal, accounting, auditing and other professional fees; (g) the cost of any additional services not provided to the Building at the Lease Commencement Date, but thereafter provided by the Commission in the prudent management of the Building; (h) costs for janitorial services and cleaning supplies for the Common Areas (defined in Section 5.1); (i) costs for utility services, such as electric, gas, water and sewage, for the Common Areas and any utility services for any portion of the Leased Premises that are not separately metered; and (j) cost of the Building’s electronic key security and access system.

3.4 Expenses Excluded from the Additional Rent. The following items shall be specifically excluded from Operating Expenses and not included in the Additional Rent:

3.4.1 Any cost, expense or fee (whether for improvements or replacements to the Building, equipment or other capital items) which, in accordance with GAAP, is required to be capitalized rather than expensed in the year incurred (collectively, “**Capital Costs**”), except those Capital Costs which are: (a) related to the maintenance of the Building’s LEED Platinum status, (b) reasonably intended to reduce Operating Expenses, or (c) reasonably intended to improve energy efficiency, provided that any such Capital Costs permitted hereunder shall be amortized on a straight-line basis over the useful life (as determined in accordance with GAAP) of the item in question and shall be included in Operating Expenses in accordance with such amortization schedule.

3.4.2 Expenses occasioned by fire, windstorm or other insured casualty for which the Commission actually receives reimbursement from insurance.

3.4.3 Expenses for repairs or improvements to the Commission’s space not due to any County’s negligence or willful acts.

3.4.4 The cost of any work or service performed for the Commission or the County at the Commission or County’s (as applicable) cost.

3.4.5 Any cost associated with Hazardous Substances (as defined by all applicable federal, state and local laws) in the Building, including but not limited to, the cost of monitoring, encapsulating or abating any Hazardous Substances from the Building unless the County or its agent, representative, or contractor is the cause of the Hazardous Substances being located in the Building.

3.4.6 Salaries, wages and benefits of the Commission's fully funded positions under the Commission's annual budget, including but not limited to, the Building Manager, the Park Police (defined below), and the Commission's officers, directors, and employees.

3.4.7 If applicable, any charge for depreciation of the Building or equipment.

3.4.8 If applicable, future costs of compliance with the ADA or any other laws concerning access to the Building and the Leased Premises.

3.4.9 Expenses resulting from tortious conduct of the Commission, its employees, agents or contractors which is not covered by insurance.

3.4.10 Any janitorial, HVAC and utility expenses for the Leased Premises that County pays directly to a third party.

3.5 Payment of Rent.

3.5.1 Commencing on January 15, 2021 and, thereafter on or before January 15th of each year, the Commission shall deliver to the County a budget (the "Proposed Annual Budget") which sets forth in reasonable detail the amount of the estimated Operating Expenses for the following fiscal year. The County has until March 15th of each year to review and approve the Proposed Annual Budget or to provide reasonable objections or comments with respect to the Proposed Annual Budget. If the County provides reasonable objections or comments with respect to the Proposed Annual budget, the Commission and the County shall in good faith attempt to reconcile their differences with respect to the Proposed Annual Budget on or before March 30th of the then-current year. If such differences cannot be reconciled on or before March 30, the County shall pay the estimated Operating Expenses for the following fiscal year by July 1. Thereafter, upon reconciliation of the estimated Operating Expenses in dispute and the appropriation of funds by the County Council, where necessary, any surplus Operating Expenses paid by the County shall be processed in accordance with subsection 3.5.4 below.

3.5.2 The Proposed Annual Budget shall include a statement ("Reconciliation Statement") setting forth in reasonable detail: (a) the actual amount of all Operating Expenses actually incurred during the immediately preceding fiscal year (or partial fiscal year, as the case may be); (b) the aggregate amount paid by the County as Additional Rent; (c) calculations of any deficiency owed by, or excess owed to, the County; and (d) explanatory notes regarding any divergence between the Annual Budget and the actual costs incurred, both on a line item basis and on a total cost basis.

3.5.3 If the aggregate amount paid by the County as Additional Rent for the prior fiscal year is less than the County's required *pro rata* contribution for actual and properly incurred Operating Expenses for such fiscal year, then a) the deficiency shall be included in the Annual Budget for the following fiscal year or b) the County may elect to pay the shortfall in one

payment. If the aggregate amount paid by the County as Additional Rent for the prior fiscal year is greater than the County's required *pro rata* contribution for actual and properly incurred Operating Expenses for such fiscal year, then the County shall receive a credit for such overage in the Annual Budget for the following fiscal year if the credit amount exceeds the Reserve Fund amount as set forth in subsection 3.5.4.

3.5.4 The parties agree to establish a capital reserve fund (the "Capital Reserve Fund") to be administered by the Commission for the convenience of the parties whereby any surplus County Operating Expenses contribution from year to year will be deposited into the Reserve Fund to be capped at \$50,000. Any surplus amount beyond \$50,000 will be promptly paid to the County. The Commission may use the Reserve Fund for expenses allowed under this Lease. The Reconciliation Statement shall include deposits into and withdrawals from the Capital Reserve Fund.

3.6 Rent Due Date. The Rent is due and payable in advance in quarterly installments. Payment is due on January 1st, April 1st, July 1st, and October 1st of each year during the Term. Unless the parties agree otherwise in writing, the first Rent payment under this Lease is due on or before July 1, 2020.

3.7 Rent Payment. Unless otherwise instructed, the County shall send all Rent payments via ACH transfers to the Commission pursuant to ACH instructions provided by the Commission to the County. Any inquiries regarding payments shall be made via the M-NCPPC Budget Manager at:

M-NCPPC Montgomery County Department of Parks
2425 Reddie Drive, 12th Floor
Wheaton, MD 20902
Attn: Budget Manager

3.8 Books and Records. The Commission shall maintain complete and accurate books and records of the Operating Expenses and the County shall have the right, within seven (7) years after the end of any fiscal year (or partial fiscal year), at reasonable times and upon reasonable notice to the Commission, to audit, at the County's expense, such books and records relating to the Operating Expenses.

4. USE OF LEASED PREMISES; USE HOURS; ACCESS.

4.1 County General Office Use. The County shall use approximately 165,141 square feet of the Leased Premises for its general office purposes by the County Departments (the "County Office Area"). With the exception provided in subsection 4.2 below, the County Office Area portion of the Leased Premises may be used only for the County Departments' general office use and is not intended for other purposes unless otherwise approved by the Commission.

4.2 **WSSC**. The Commission acknowledges and agrees that pursuant to a Memorandum of Understanding ("WSSC MOU") between the County and the Washington Suburban Sanitary Commission ("WSSC"), attached to this Lease as Exhibit D, WSSC may co-locate up to three WSSC employees in the office space designated for the County's Department of Permitting Services. The County represents that WSSC is a licensee of the County and will be provided access to the Building via the electronic key security and access system. The County shall cause the WSSC employees to familiarize themselves with the requirements of this Lease, including the Rules and Regulations, and the County shall further cause the WSSC employees to not take any action that will result in violation of this Lease.

4.3 **Prohibited Use**. The County shall not use the electrical or mechanical rooms, hallways, meeting or conference rooms, kitchen, and public areas in the Leased Premises as office space or for the storage of furniture, office machines or other items. In addition, the County covenants not use or occupy the Leased Premises that would (a) cause damage to the Building or any equipment, facilities or other systems therein; (b) interfere with the efficient and economical maintenance, operation and repair of the Leased Premises or the Building or the equipment, facilities or systems thereof; (c) adversely affect any service provided to, and/or the use and occupancy by, any Building tenant or occupants; (d) violate the certificate of occupancy issued for the Leased Premises or the Building; (e) trip or overload elevators, hallways, stairways, or other areas of the Building; (f) constitute unsafe trade or occupancy; and/or (g) breach any covenants, conditions and/or restrictions now or hereafter of record with respect to the Building.

4.4 **Change of County Occupant**. The County may substitute other County uses in the Leased Premises occupied by the County Departments with uses similar to the County Departments provided that (a) the uses put to the Leased Premises by the substituted occupants are substantially comparable to the County Departments; and (b) the County provides prior notice to the Commission's Executive Director of its desire for substitution and obtains the Commission's prior written approval. The Commission will not unreasonably withhold, condition or delay its consent.

4.5 **Retail Use**.

4.5.1 The approximately 11,890 square feet of the Leased Premises located on the first floor of the Building (the "Retail Area") must be leased in accordance with the Merchandising Plan, which is attached to and incorporated into this Lease as Schedule One.

4.5.2 The County must enter into a written sublease with each commercial subtenant in the Retail Area (the "Retail Subtenant"). The County's sublease must identify and be subject to the terms of this Lease as the master lease; and require that the County's sublease include the following indemnity language: "The [subtenant] is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the [subtenant's] negligence or failure to perform any contractual obligations. The [subtenant] must indemnify and save the Commission harmless

from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the [subtenant's] negligence or failure to perform any of its contractual obligations. If requested by the Commission, the [subtenant] must defend the Commission in any action or suit brought against the Commission arising out of the [subtenant's] negligence, errors, acts or omissions under this [sublease]. The negligence of any agent, contractor, subcontractor, employee, invitee(s) of the [subtenant] is deemed to be the negligence of the [subtenant]." The County's sublease must additionally require that the Retail Subtenant names the Commission as an additional insured under all of its commercial liability, business and property policies required under the sublease. The County need not obtain the Commission's prior written approval of the subleases unless the uses under the sublease include any of the prohibited uses set forth in the Merchandising Plan.

4.5.3 If any Retail Subtenant buildout includes structural alterations, the County shall submit such alteration plan to the Commission for prior written approval. The Commission will provide review and comment within 90 days of complete documents. The Commission's approval shall not be unreasonably withheld, conditioned or delayed.

4.5.4 The Commission, in its sole discretion, may prohibit direct access from the Retail Area to the interior of the first floor of the Building by the Retail Subtenants and customers of the Retail Area.

4.6 **Normal Business Hours.** Unless an alternate schedule is agreed to by the parties as reflected in a written amendment to this Lease, the normal business hours for the Building appear on Schedule Two, attached to and incorporated into this Lease (the "Normal Business Hours")

4.7 **Use Hours; Responsibilities.** The County Departments may occupy and use the County Office Area 24 hours a day, seven days a week.

4.8 **Access System.** Outside of the Normal Business Hours, Building and floor access will be monitored by an electronic key security and access system installed and maintained by the Commission. The Commission shall be responsible for establishing and maintaining access control to the Building, including the Leased Premises.

5. COMMON AREA; BUILDING MANAGER; IT SERVER ROOM; FITNESS CENTER; OTHER USES.

5.1 **Common Area.** The term "Common Area" refers to 22,448 square feet on the first, second, eighth floor of, and the elevator core for the Building, as illustrated in Exhibit "A" to this Lease. The Common Area does not include the Childcare area, the Commission's Hearing Room, or any other part of the Building (e.g., stairwell) that is used exclusively by or reserved exclusively for the Childcare or the Hearing Room.

5.2 Building Manager and Common Area Staffing.

5.2.1 Building Manager. The Building will be managed by the Commission's building manager ("Building Manager"). The Building Manager shall maintain an office located on the third floor of the Building or such location as designated by the Commission during Normal Business Hours. On or before the Lease Commencement Date, the Commission shall provide to the County with the Building Manager's contact information to enable the County to contact the Building Manager in the event of an emergency or outside of Normal Business Hours. The Commission reserves the right to change both the Building Manager and the means of contacting the Building Manager after providing the County with at least sixty (60) days prior written notice.

5.2.2 Common Area Staffing. The Commission shall provide staffing during Normal Business Hours for the common reception area, to be located on the first floor of the Building. In addition, the Commission shall staff the Common Area during non-standard business hours, but the County shall be responsible for costs associated with staffing during non-standard business hours only if the County specifically requests such staffing.

5.3 Hearing Room. Although not part of the Common Area, the Commission may, upon request, make the Commission's Hearing Room available for use by other non-Commission tenants or members of the public from time to time without compensation to the Commission (other than for janitorial-related services). The Commission shall be responsible for scheduling the Hearing Room and the schedule for the use thereof shall be posted in a conspicuous manner. The Commission's use of the Hearing Room has priority over all other uses of the Hearing Room.

5.4. IT Server Room. The server area is illustrated in Exhibit "A" (see page 1.608) attached to this Lease. The Commission and the County shall each have exclusive control over their respective area and equipment in the server room. The Commission acknowledges and agrees that it will maintain the temperature in the IT Server Room at a temperature that is appropriate for all of the equipment located therein. If either Party increases the amount of equipment so that the heat load increases and additional cooling equipment is necessary to maintain safe operating temperatures, then that Party shall be responsible for the costs of procuring and installing new cooling equipment.

5.5 Fitness Center. The Fitness Center and associated locker rooms (the "Fitness Center") located on the first floor of the Building shall be a Common Area used by all office tenants in the Building. The maintenance, including electrical, plumbing, HVAC, daily cleaning, and user cleaning supplies for the Fitness Room, shall be an Operating Expense shared by the parties based on their pro-rata share of the Operating Expenses. The County shall cause its Department of Recreation to move the Department's existing exercise equipment to the Fitness Center upon the Department's relocation to the Leased Premises. Any maintenance, repair or replacement of the equipment shall be agreed upon by the parties and, once agreed to, shall be an Operating Expense shared by the parties based on their pro-rata share of the Operating Expenses.

5.6 **County Representative.** The County may use one work station within the Building as designated by the Commission to staff the County Building representative (the "County Representative"), as illustrated on Exhibit "E". The County Representative shall be called upon to participate in any disputes or questions relative to the use of any of the Leased Premises, conference rooms or public areas within the Building. The Commission shall be the final authority in settling scheduling disputes regarding the use of the conference rooms or public areas. The Commission shall retain ultimate control of the shared conference rooms, public areas, and other common areas.

5.7 **Loading Dock.** The Commission shall make the Loading Dock available for use on a shared basis as needed by the tenants from time to time. The Commission or its Building Manager shall be responsible for scheduling the Loading Dock and will post the schedule for the use in a conspicuous manner. The Commission or its Building Manager has the authority to resolve any Loading Dock use disputes.

6. **INSURANCE.**

6.1 The County is self-insured through the County's Self Insurance Fund established under Section 20-37 of the Montgomery County Code, as amended, which self-insurance shall be the primary coverage for all County uses in the Leased Premises. Coverages include General Liability coverage with limits of liability of \$400,000 (four hundred thousand dollars) per individual claim and \$800,000 (eight hundred thousand dollars) per total claims that arise from the same occurrence and Commercial All Risk Property coverage for the County's business personal property (contents) and improvements.

6.2 The Commission is self-insured and shall maintain such self-insurance through the Montgomery County Self Insurance Program. For as long as the Commission is a member of the Montgomery County Self Insurance Program it shall maintain : (a) General Liability coverage with limits of liability of \$400,000 (four hundred thousand dollars) per individual claim and \$800,000 (eight hundred thousand dollars) per total claims that arise from the same occurrence, including coverage for fire legal liability, contractual liability, products and completed operations, and personal injury as determined by the LGTCA (defined in Section 13.3 below); and (b) an All Risk Property Policy to protect against loss caused by the perils insured in the amount of 100% of the insurable value of the Property. The Commission's property policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverage.

6.3 The parties agree to maintain Workers' Compensation coverage for each of their employees, as required by Maryland law. The parties agree to provide evidence of insurance to the other upon request.

7. **MAINTENANCE; SERVICES.** Unless otherwise agree to by the parties, the Commission shall provide the following maintenance services at the Leased Premises: (a) custodial, (b) trash removal, (c) pest control, (d) building maintenance and repair, and (e) mechanical systems

maintenance and repair. Except as provided in this Lease, the County shall maintain the Leased Premises in good order and repair during the term of this Lease. The County shall be responsible for personal property insurance, maintenance and repair of any of its fixtures and personal property in the Leased Premises and the maintenance and repair of any systems and equipment, including but not limited to telephone systems, kitchen and office equipment.

8. COMMISSION'S RIGHT OF ACCESS AND INSPECTION. The Commission may enter the Leased Premises at any reasonable time to ascertain Lease compliance, and for maintenance and repairs. To the extent possible, the Commission shall provide the County with advance notice of any entry to the Leased Premises.

9. TELECOMMUNICATION SERVICES.

9.1 The County shall be responsible, at its sole cost and expense for all telecommunications systems, including telephone and internet services, as well as for all maintenance of those systems and system charges. The County shall be responsible for the payment of the foregoing bills and the County shall pay each telecommunications provider directly. The Commission shall not assume any responsibility for any cost of any of the County's telecommunication systems or for providing such services. Any additional telephones, trunk lines, extensions, rewiring, telephones/internet relocations and related expenses, or any system upgrades, shall be the County's responsibility and at its sole cost and expense.

9.2 If the County requests that the Commission grant access in the Building to a telecommunications service provider selected by the County for purposes of providing telecommunications services to the County, the Commission shall respond to such request within 30 days. The County acknowledges and agrees that nothing set forth in this Section shall impose any affirmative obligation on the Commission to grant such request and that the Commission, in its sole discretion which discretion shall not be unreasonably withheld, conditioned or delayed, may determine which telecommunications service providers shall have access to Building facilities.

10. FIXTURES AND EQUIPMENT. All items which are attached to the Building within the Leased Premises, or which are part of the Building's systems at the time the Leased Premises is delivered to the County, shall remain with the Building and shall be delivered to the County along with the Leased Premises. All moveable partitions, trade fixtures, floor coverings or equipment installed within the Leased Premises at the County's expense shall remain the property of the County and may be removed by the County at the expiration or other termination of this Lease, provided that the County must repair any damage caused by installing or removing such partitions, fixtures, floor coverings, or equipment.

11. ALTERATIONS; IMPROVEMENTS.

11.1 For the purposes of this Lease, "Alterations" mean any modifications, alterations, improvements, additions, or renovations made by the County to the Leased

Premises.

11.2 The County may make any non-structural Alterations to the Leased Premises at its sole cost without the prior written approval of the Commission. The County shall inform the Commission of any non-structural Alterations prior to the commencement of the work. If the County desires to make any Structural Alterations (as defined below) to the Leased Premises or any Alterations to major building systems of the Building, the County shall submit detailed plans and specifications to the Commission for prior written approval prior to the performance of any Structural Alterations. **“Structural Alterations”** means Alterations of a structural nature, such as major underpinning of a building, total replacement of floors, including new joists, damp proof membrane, total replacement of ceilings or roof including new joists/timbers, total re-plastering (back to brickwork) of the entire walls of the majority of a building. The Commission’s approval of Structural Alterations shall not be unreasonably withheld, conditioned or delayed.

11.3 If the County’s plans for a proposed Alteration, including Structural Alteration, are approved, the County shall cause the work to be performed in a good and workmanlike manner by either its employees or licensed and qualified contractors at the County’s sole expenses. All such work shall comply with applicable laws, rules, and regulations.

11.4 Any Alterations made by the County in the Leased Premises that cannot be removed or are fixtures shall become and remain a part of the Building and remain the Commission’s property upon the termination of the County’s occupancy of the Leased Premises; provided, however, that if the Commission gives written notice to the County at least 180 days prior to the expiration or early termination of this Lease, it may require the County to remove any Alterations made to the Leased Premises by the County and require the County to restore such portions of the Leased Premises to their original condition.

12. SIGNS. The Commission shall establish and maintain a Building directory located in the first floor lobby that includes the location of the Commission offices and the County Departments. The County shall be permitted to install signage in accordance with Exhibit C attached hereto and made a part hereof.

13. INDEMNIFICATION; SUBJECT TO APPROPRIATION.

13.1 The County will indemnify and save the Commission harmless from and against any and all claims, actions, damages and liability in connection with loss of life, personal injury and/or damage to property arising from or out of the negligent occupancy or use by the County of the Leased Premises, the Building, or any part thereof, occasioned by any act, negligence, or omission of the County, its agents, contractors, or employees, except to the degree such claims arise out of the wrongful acts or omissions of the Commission, the Commission’s agents, and employees. Provided, however, that the Commission provides to the County, within 60 days of the Commission’s receipt of the notice of the act or omission giving rise to the Commission’s claim, or notice of any claims under which the Commission will rely on for this indemnification.

The County shall further indemnify the Commission against any damage or charge incurred or imposed by reason of the County's violation of any law or ordinance.

13.2 To the extent permitted by law, the Commission will indemnify the County and save it harmless from and against any and all claims, actions, damages and liability in connection with loss of life, personal injury and/or damage to property arising from or out of the negligence by the Commission or occasioned wholly or in part, to such extent, by any negligent act or omission of the Commission, its agents, contractors, or employees, due to its ownership, lease, operation, and/or maintenance of the Property, except to the degree such claims arise out of the wrongful acts or omissions of the County, the County's agents, and employees. Provided, however, that the County provides to the Commission within 30 days of the receipt thereof, notice of any and all claims under which the County will rely on for this indemnification. To the extent permitted by law, the Commission shall indemnify the County against any penalty, damage or charge incurred or imposed by reason of the Commission's violation of any law or ordinance.

13.3 Any obligation or liability of either party arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds. Any indemnification given by either party in this Lease is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, *et seq.* (the "LGTCA"); and Md. Code Ann., Cts. & Jud. Proc. §5-5A-02 (together the "Indemnification Statutes"), all as amended from time to time, and that any indemnification given by either party in this Lease is not intended to create any rights or causes of action in any third parties or to increase either party's liability above the caps provided in the Indemnification Statutes, as applicable. Any increases in any caps shall apply to this Lease automatically.

13.4 Each party shall give the other party prompt written notice of major accident, casualty, damage or other similar occurrence in, on or to the Building of which the party has knowledge. The term "major" as used in this sub-section 13.3 means incidents with the damage or costs in excess of \$10,000.

14. CASUALTY.

14.1 If the Leased Premises, the Common Areas or the Building are totally or partially damaged or destroyed thereby rendering the Leased Premises totally or partially inaccessible or unusable, then the Commission shall diligently repair and restore the Leased Premises, the Common Areas or the Building to substantially the same condition they were in prior to such damage or destruction. If, within 60 days after the casualty, the Commission determines that the repair and restoration cannot be completed within 12 months of the casualty ("Repair Period"), then the Commission must notify the County and the County may terminate this Lease by exercising its right to termination as set forth in Section 15.4 below. If the Leased Premises are rendered untenantable, the Rent shall be wholly abated; otherwise, the Rent shall be partially abated to the extent that the Building, the Common Areas and the Leased Premises are incapable of being used by the County as provided under this Lease.

14.2 If this Lease is terminated pursuant to Section 14.1, then the Rent (including the Additional Rent) shall be apportioned (based on the portion of the Leased Premises which is usable after such damage or destruction) and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Leased Premises are substantially complete, the County shall be required to pay a pro-rata portion of the Rent only for the portion of the Leased Premises and/or the Common Areas that are usable while such repair and restoration are being made; provided, however, that if such damage or destruction was caused by the act or omission of the County, then the County shall not be entitled to any Rent reduction. After receipt of all insurance proceeds, the Commission shall proceed with and bear the expenses of such repair and restoration of the Leased Premises, the Common Areas and the Building; provided, however, that (a) if such damage or destruction was caused by the act or omission of the County, then the County shall pay the Commission's deductible, if any, and the amount by which such expenses exceed the insurance proceeds, if any, actually received by the Commission on account of such damage or destruction, (b) the County shall pay the amount by which the cost of restoring any item which Commission is required to restore and the County is required to insure exceeds the insurance proceeds received with respect thereto, and (c) the Commission shall not be required to repair or restore any Alterations or any other contents of the Leased Premises (including, without limitation, the County's fixtures, decorations, furnishings, equipment or personal property). Notwithstanding anything herein to the contrary, the Commission may terminate this Lease if (a) insurance proceeds are insufficient to pay the full cost of such repair and restoration, or (b) the Building is damaged by fire or casualty to such an extent that the Commission decides not to rebuild or reconstruct the Building.

15. DEFAULT; TERMINATION.

15.1 **Event of Default.** The Commission or the County shall be in default of this Lease when either party (the "Defaulting Party") fails to perform or satisfy any of the material provisions, covenants or conditions of the Lease ("Event of Default") and the Defaulting Party fails to cure the Event of Default within 30 days ("Remedy Period") after written notice is sent from the other party (the "Non Defaulting Party") setting forth the details of the Event of Default. The Defaulting Party shall be liable for all loss or damage resulting from an Event of Default.

15.2 **Cure; Mediation.** In the event the Defaulting Party fails to remedy any Event of Default within the Remedy Period, then upon the expiry of the Remedy Period, the Non Defaulting Party may, at its option, (a) cure the outstanding Event of Default and charge the Defaulting Party for all expenses incurred in curing the Event of Default, and the Defaulting Party shall pay such expenses, plus 15% of the total costs incurred as management fee; or (b) elect mediation of unresolved issues between the County's Chief Administrative Officer or designee and the Commission's designated representative.

15.3 **Legal Remedy.** In the event the parties' mediation efforts fail to resolve the

Event of Default to the Non Defaulting Party's satisfaction, the Non Defaulting Party may seek legal action, including but not limited to filing an action for specific performance or declaratory judgment. The prevailing party in any legal action shall pay all expenses incurred by the non-prevailing party. As government entities, neither party may seek attorneys' fees from the other.

15.4 Termination.

15.4.1 The County may terminate the Lease upon providing to the Commission a minimum of six (6) months advance written notice (the "Notice Period").

15.4.2 The County remains subject to the terms of this Lease during the Notice Period, provided however, the County is not obligated to pay the Rent during any portion of the Notice Period for which County funds have not been appropriated because of the timing of the Notice Period during the County's standard annual budgeting process.

15.4.3 The County's failure to pay the Rent during some or all of the Notice Period because funds have not been appropriated to pay the Rent shall not constitute an Event of Default.

15.4.4 The Lease will terminate upon the expiration, or earlier termination, of the condominium regime of the Condominium.

16. WAIVER. Any waiver by the Commission or the County of any breach of any provision, covenant or condition in this Lease must be in writing. Any written waiver of any provision, covenant, condition does not constitute a waiver of any subsequent breach thereof.

17. LEGAL REQUIREMENTS. The County shall comply with all legal requirements concerning its use within the Building.

18. ASSIGNMENT AND SUBLEASE. Except for substituting the occupancy of the County Departments located in the Leased Premises with other County uses in the manner permitted under this Lease and providing Subleases to the Retail Subtenants, the County may not assign this Lease or sublet the Leased Premises without the prior written consent of the Commission, which consent may be withheld in its reasonable discretion.

19. SURRENDER OF POSSESSION. At the expiration or other termination of this Lease, the County shall remove all personal effects and fixtures installed in the Leased Premises that are not the property of the Commission, and surrender the Leased Premises in good repair, order and condition in all respects, excepting (a) reasonable wear and tear caused by use thereof, (b) damage by fire or other casualty, and (c) any other damage to the premises for which the County is not liable.

20. POLICE SERVICES; SECURITY; ALARM.

20.1 **Policing**. The Maryland-National Capital Park Police, Montgomery County Division (the “**Park Police**”) shall exercise primary police authority over the Building. The Park Police will provide its police services regarding the Leased Premises in its customary manner and the County shall contact the Park Police in the following manner:

For Emergency Police Service:

Call 911 and request the Park Police or call the Park Police directly:

Commission Park Police:

- Emergency 301-949-3010
- Non-Emergency 301-949-3080

20.2 **Video Monitor System**. All cameras and other video monitoring/ recording system installed in or immediately about the Building shall be monitored by the Park Police’s “Truvision 8” viewing system. In the event the County desires to view particular video footage, the request must be made in writing with specific time parameters, dates, and locations to the Park Police’s Patrol Commander. Park Police will handle the request with appropriate prioritization in accordance with its policies specific to the nature of the footage (e.g., routine footage, on-going investigation, etc.). Any camera and other video monitoring/recording system installed in the Leased Premises will be installed at the sole expense of the County. The County shall (a) be responsible for all maintenance, replacement and monitoring of self-installed systems; (b) notify the Commission of its intention to install the system; and (c) obtain the Commission’s prior approval for the system and location of such installation. The Commission may update or replace the Park Police’s viewing system from time to time. If Commission installs a new viewing system, it will endeavor to install a system that is compatible with the existing County system but is not obligated to do so. Upon any replacement with a new viewing system by the Park Police, the County, at its sole expense must update its system within 60 days of the selection of a vendor under the County’s procurement process to keep the County’s system compatible with the Park Police’s new viewing system.

20.3 **Intrusion Alarms**. All intrusion alarm hardware installed in the Building shall be compatible with MASTermind alarm monitoring equipment. All intrusion alarms will be monitored by the Park Police dispatch consul and be monitored by Park Police for appropriate response. From time to time, the Commission may update or replace MASTermind system and, within 60 days of the selection of a vendor under the County’s procurement process, the County shall update or replace its system at its own expense, to remain in compliance with obligations herein.

20.4 **Fire Alarm**. All fire alarm hardware installed in the Building shall be compatible with MASTermind alarm monitoring equipment. All fire alarms will be monitored by the Park Police dispatch consul and be monitored by Park Police for appropriate response. From time to time, the Commission may update or replace the MASTermind system and, within 60 days of the selection of a vendor under the County’s procurement process, the County at its own expense shall update or replace its system to remain in compliance with obligations herein.

20.5 **Access System.** All access to the Common Areas shall be on the Lenel card access platform. The parties acknowledge and agree that certain doors and elevators will require access scans by all occupants of the Building. The Commission may install infrastructure to properly direct an access scan to the appropriate reader system to allow or deny entry. Each party will be responsible for maintaining access data to allow appropriate access. The Commission's Building Manager and Park Police shall have 24/7 access to all doors for the purpose of emergency response, provided that the Commission must alert the County to any such entry within the earlier of 8 hours of the entry or prior to the shift change for the Park Police or Building Manager entering the Leased Premises. When time allows, the Commission personnel will give adequate notice of planned entry into the Leased Premises. From time to time, the Commission may update or replace the Lenel card access system. When such update or replacement takes place, the County, at its sole cost shall ensure that its access system is compliant with the new Commission access system.

21. **NOTICES.** All notices required or desired to be given hereunder by either party shall be given in writing and sent by courier or overnight delivery, and shall be addressed as follows:

County:

Montgomery County, Maryland
Department of General Services
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attention: Director of Real Estate

Commission:

M-NCPPC
Property Manager
2425 Reedie Drive, 3rd Floor
Rockville, Maryland 20855

Copy to:

Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attention: County Attorney

Copy to:

M-NCPPC
Office of the General Counsel
6611 Kenilworth Avenue, Suite 200
Riverdale, Maryland 20737

22. **INCORPORATION OF PREAMBLE AND RECITAL.** The preamble and recitals of this Lease are incorporated into and made a part of this Lease.

23. **GOVERNING LAW.** This Lease and its performance is governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland. Should any provision of this Lease be found invalid or unenforceable, the remaining unrelated and enforceable provisions shall continue in full force and effect.

24. **CLAIMS.** Any claim or action brought by or on behalf of either party in connection with the performance of this Lease shall be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

25. **WAIVER OF JURY TRIAL.** The County and the Commission hereby waive trial by jury in

any action, proceeding, or counter claim brought by either of them against the other with respect to any matter whatsoever arising out of or in any way connected to this Lease.

26. RULES AND REGULATIONS. The Commission's rules and regulations governing the use of the Building is attached and incorporated into to this Lease as Exhibit "B". The Commission reserves the right to amend any rules and regulations from time to time, at the Commission's reasonable discretion after providing a 45 day written notice and comment period to the County. The County's comments and concerns shall be considered in good faith by the Commission prior to any amendments taking effective. The County shall comply with any and all rules and regulations established by the Commission that do not conflict with any laws, including but not limited to those specifically applicable to the County, if such rules and regulations are promulgated as required under this Section 26. The County's material failure to comply with the rules and regulations, except as otherwise stated in this Section 26, constitutes an Event of Default under this Lease for which the Commission may pursue any or all of the remedies set forth in this Lease. In the event of a conflict between the rules and regulations and this Lease, the Lease is controlling.

27. RECORDATION OF LEASE. The County shall record this Lease among the Land Records of Montgomery County, Maryland.

28. SUBJECT TO APPROPRIATION. Despite anything to the contrary in this Lease, the following shall apply:

28.1 **County.** Any obligation or liability of the County arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements provided for in state law, including the County Indemnification Statutes (defined above). Any increases in any caps shall apply to this Lease automatically.

28.2 **Commission.** Any obligation or liability of the Commission arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the LGTCA and the Maryland Tort Claims Act, Md. Code, Ann., SG, § 12-101 et seq. all as amended from time to time. Any increases in any caps shall apply to this Lease automatically.

28.3 **No Third Party Rights.** This Lease is not intended to create any rights or causes of action in any third parties or to increase the County's or the Commission's liability above the caps established by law.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

MONTGOMERY COUNTY, MARYLAND

Date: Julie L. White

By: Fariba Kassiri
(Signature)

Typed Name: Fariba Kassiri

Title: Deputy Chief Admin. Officer

APPROVED FOR FORM AND LEGALITY

By: Julie L. White
Date: 5-21-21

STATE OF MARYLAND
COUNTY OF MONTGOMERY

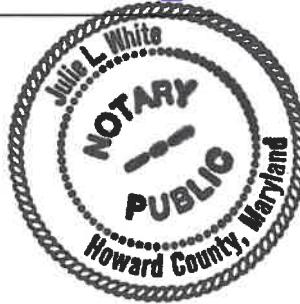
I hereby certify that on this 25th day of May 2021, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared Fariba Kassiri, the Deputy CAO of Montgomery County, Maryland, and that (s)he did acknowledge that (s)he executed the foregoing Lease on behalf of Montgomery County, Maryland for the purposes therein contained, and further acknowledged the Lease to be the act of Montgomery County, Maryland.

As witness my hand and Notarial Seal.

My Commission Expires: 4/30/2025

AFTER RECORDING, PLEASE RETURN TO: M-NCPPC
do Megan S. Chung, Sr Counsel
2425 Reddie Dr., 12th Floor
Wheaton, MD 20902
(Signatures continue on following page)

Julie L. White
Notary Public



MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

Date: 19 MAY 2021

By:

Asuntha Chiang-Smith
Executive Director

ATTEST:

Date: 5-19-21

By:

Joseph C. Zimmerman
Secretary-Treasurer

APPROVED AS TO LEGAL SUFFICIENCY

By: M. J.
M-NCPPC Legal Department

Date: 5/19/2021

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I hereby certify that on this 19th day of May 2021, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared **Asuntha Chiang-Smith**, the Executive Director of the Maryland-National Capital Park and Planning Commission, and that she did acknowledge that she executed the foregoing Lease on behalf of the Maryland-National Capital Park and Planning Commission for the purposes therein contained, and further acknowledged the Lease to be the act of the Maryland-National Capital Park and Planning Commission.

As witness my hand and Notarial Seal.

My Commission Expires: 1/14/2023

Stephanie L. Akerley
Notary Public



SCHEDULE ONE

MERCHANDISING PLAN FOR MONTGOMERY COUNTY RETAIL SPACE IN THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION ("COMMISSION") OFFICE BUILDING IN WHEATON, MARYLAND

This document sets out the provisions governing the County's use of the retail space in the Office Building.

The purpose behind the Commission leasing the first floor retail space to the County is to provide active uses in the building that complement the Town Square, for both daytime and evening activities. Therefore, the County must either lease or sublease the retail space for uses consistent with that purpose, including community facility use; provided however, the retail space must not be used for any of the following uses unless otherwise expressly agreed to in writing by the Commission:

- 1) A use that produces or is accompanied by unusual fire, explosive or other damaging or dangerous hazard.
- 2) Gun shop.
- 3) Shooting gallery or gun range (other than an electronic or arcade-type shooting gallery or gun range).
- 4) Storage warehouse or any assembling, manufacturing, refining, smelting, industrial, agricultural, drilling or mining operation (except for storage that is incidental to the primary use of the retail space).
- 5) Pawn shop or check-cashing operation.
- 6) Motor vehicle body shop or repair operation (such as oil changes, tire changes, body or paint shop, tune-up, brake or muffler services).
- 7) Sales or leasing of motor vehicles.
- 8) Gasoline or motor vehicle service station.
- 9) Residential use.
- 10) Veterinary office or hospital.
- 11) Pet shop that houses live animals.
- 12) Mortuary or funeral home.
- 13) Drug paraphernalia shop.
- 14) Adult bookstore or other establishment selling or exhibiting sexually explicit or pornographic acts or materials, including strip tease acts and nude dancing.
- 15) Nightclubs, discotheques or dance halls in which hours are primarily dedicated to evening activities.
- 16) On-site commercial laundry or drycleaner, except for a dry cleaning or laundry drop off and pickup site.
- 17) Storage for hazardous materials except such de minimus amounts allowed by law for cleaning and maintenance purposes.

18) Gambling facility except for video gambling machines, Keno or the sale of government-sponsored lottery tickets.

If a retail space is vacant for more than ninety (90) days, the County must provide a temporary, attractive display in the windows of the retail space on a topic that is of interest to the Wheaton community until such time as the space is leased or occupied for use consistent with this Merchandising Plan.

COMMISSION RIGHTS. The Commission has the following rights with respect to the use of the retail space.

- 1) The Commission may sublease any portion of the retail space from the County upon terms mutually acceptable to the County and the Commission, if no other tenants have been identified for the retail space by Montgomery County consistent with this Merchandising Plan.
- 2) If any portion of the retail space is vacant for an extended period (except for fit-up between leasing and occupancy), or if the County elects to use one or more retail spaces other than as approved under this Merchandising Plan, the County and the Commission will work together to determine an appropriate use consistent with the goals of this Merchandising Plan.
- 3) If the County elects to use one or more retail spaces for office space (which includes intake and permit operations) instead of retail space, the Commission may, instead, occupy that space(s) if: a) it provides to the County an equivalent amount of office space in the Office Building that is not already under lease to the County and b) the office space is "move-in ready". Each party will be responsible for its own costs associated with the relocation and fit-up.

SCHEDULE TWO

Normal Business Hours

Except for holidays honored by the Commission's Montgomery County Departments of Parks and Planning, the Building shall be open and accessible to County employees and members of the public from 6:00 a.m. to 6:00 p.m., Monday through Friday. If the Commission holidays do not align with those of Montgomery County Government, the Commission shall use its best efforts to staff the Building at no additional charges to the County. Outside of those hours, County employees may access the Building using key cards issued by the Commission.

EXHIBIT A

Leased Premises

[Separately attached hereto]

The Leased Premises are located in the Commission Unit as described in a Declaration of Covenants and Bylaws recorded among the land records in Book 62542 at Page 70, et. seq. and Condominium Plats recorded among the land records as Plat Nos. 12284 through 13268.

Wheaton Office Condominium
2425 Reedie Dr.
Wheaton, MD 20902
Tax ID No: 13-03856 033

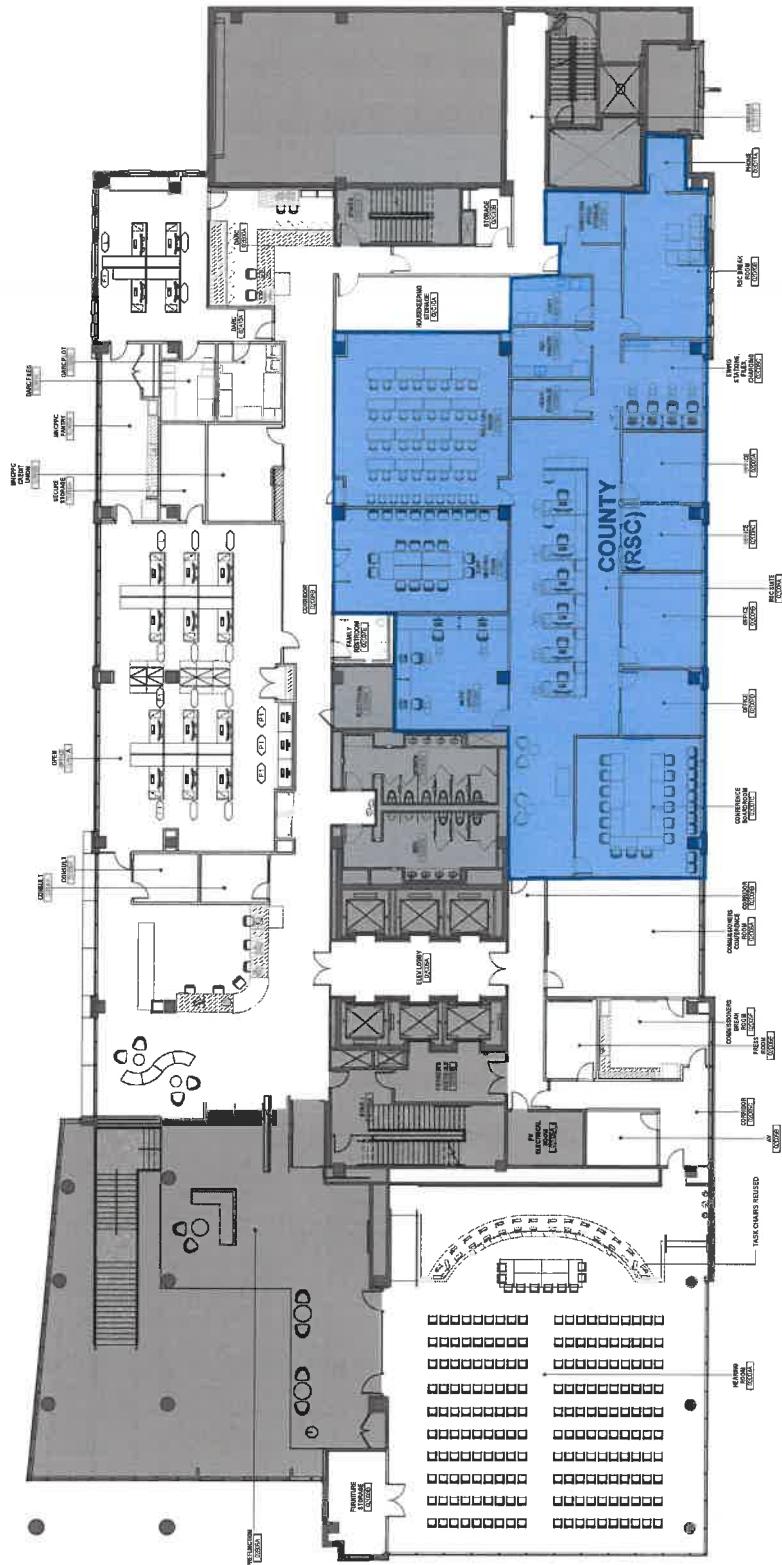
Gensler
2020 Lincoln Drive
Suite 1000
Wheaton, IL 60014
T: 847.520.2000
F: 847.520.2001

cerami
Ceramic Exchange
10101 Old Royal Pkwy
Suite 2000, Dept. 4000
Dallas, TX 75248
T: 972.235.2300
F: 972.235.2303
E: 972.235.2302

GSIT
Global Surface Imaging
11101 Old Royal Pkwy, Suite 2000, Dept. 4000
Dallas, TX 75248
T: 972.235.2300
F: 972.235.2303

mela
mela
1000 N. Dearborn Street
Chicago, IL 60610
T: 312.733.0000
F: 312.733.0001

GENERAL NOTES

1 FURNITURE PLAN - LEVEL 02
Total Area: 10,000 sq ft

Project Name: www.gensler.com/SCW
Project Number: 07057.W0
Date: 10/17/17
Version: 1
Page/Total Pages: 1/30

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Project Number: 07057.W0
Date: 10/17/17
Version: 1
Page/Total Pages: 1/30

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SHEET NOTES

SC Wheaton
Office, LLC

1200 19th Street NW
Suite 100 • DC 20037
Washington, DC 20037

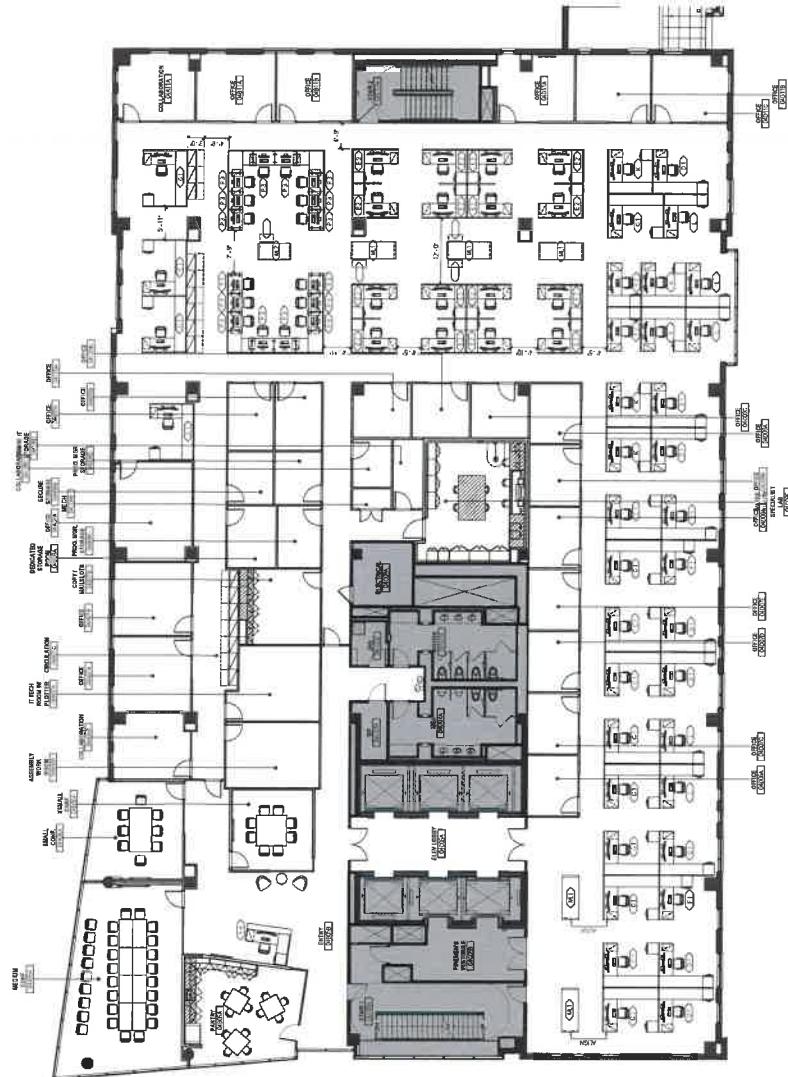
Gensler

Tel: 202.71.0200
Fax: 202.71.0202
E-mail: info@gensler.com
Design: www.gensler.com

1200 19th Street NW
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Washington, DC 20037

Office of the Secretary
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Washington, DC 20037
Tel: 202.71.0200
Fax: 202.71.0202
E-mail: info@oos.doi.gov

COUNTY/ DEP



GENERAL NOTES

Page | Date | Description

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Project Name:
Prepared by:
Date:

Scale:
U.S. or Metric:
Drawing Number:
Drawing Date:

11.604

SHEET NOTES

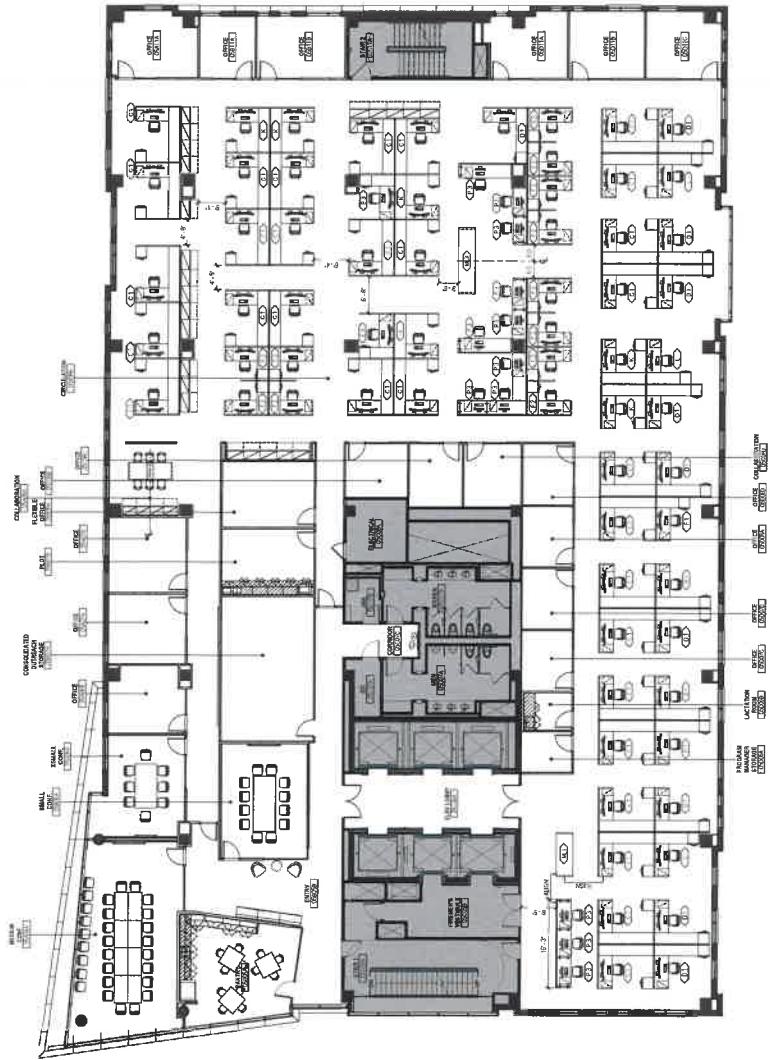
SC Wheaton
Office, LLC

202-771-1020
Fax: 202-971-0671
Email: info@scwheaton.com

Gensler

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Email: info@scwheaton.com
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Washington, DC 20008
Tel: 202-771-1020
Fax: 202-971-0671
Toll Free: 800-227-0700
Toll Free Fax: 800-227-0701
Toll Free Email: info@scwheaton.com
www.scwheaton.com
1000 Connecticut Avenue, NW, Suite 200
Washington, DC 20008
Tel: 202-771-1020
Fax: 202-971-0671
Toll Free: 800-227-0700
Toll Free Fax: 800-227-0701
Toll Free Email: info@scwheaton.com
www.scwheaton.com

COUNTY/ DEP



SHEET NOTES

SC Wheaton
Office, LLC

2225 Beach Drive
Whitby, Ontario N3L 2W7

Gensler

MOUL
Lighting Design Consultants
1000 Potomac St NW, Site 12
Washington, DC 20007
(202) 226-6800

GENERAL NOTES

GENERAL NOTES

ARCHITECTURAL PROFESSIONAL, CERTIFIED
BY THE STATE OF NEW YORK, THAT THE DOCUMENTS
HEREIN PREPARED ARE APPROVED
BY ME AND THAT I HAVE READ, UNDERSTOOD AND AGREE UNDER THE LAW
OF THE STATE OF NEW YORK
LICENSING NUMBER #12345
ISSUANCE DATE: 01/01/2020

Project Name	_____
Project Manager	_____
Project Number	_____
00 0000 00	

11.607

COUNTY/ DPS



1 FURNITURE PLAN - LEVEL 07
SCALE 1/4" = 1'-0"

EXHIBIT B

Rules and Regulations

(All references to the Commission include the Building Manager)

1. **Signage.** Unless otherwise approved by the Commission, which approval shall not be unreasonably withheld, conditioned or delayed, the County shall install signage on the interior and exterior of the Building only as permitted under Exhibit C to the Lease.

2. **Windows/Doors/Skylights/Louvers.** Other than the standard blinds installed in the Building, no curtains, blinds, shades, screens or other obstructions shall be attached to, hung on, or used in connection with any exterior window, entry door, or other opening of the Leased Premises without the prior approval of the Commission, which approval shall not be unreasonably withheld, conditioned or delayed.

3. **Unobstructed Common Areas.** The Common Areas shall not be obstructed or encumbered by the County or used for any purposes other than ingress to and egress from the Leased Premises.

4. **Locks.** All locks and deadbolts of any kind shall be operable by the Building's Master Key. No locks shall be placed upon any of the Leased Premises doors or windows by the County, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by the Building's Master Key. The County shall, upon the termination of its Lease, deliver to the Commission all keys to all the Leased Premises and Commons Areas furnished to or otherwise procured by the County. If any keys furnished by the Commission are lost, the County shall pay for the cost for replacement.

5. **Moving Furniture and Equipment/Use of Loading Dock and Elevators.** All movement in or out of the Building of any freight, furniture, boxes, crates or any other large object must take place during such times and in such elevators as the Commission may reasonably prescribe. All hand trucks shall be equipped with rubber tires, side guards and such other safeguards as the Commission may reasonably require. In addition, the Loading Dock will be made available for use on a shared basis to accommodate all users of the Building. In consultation with the heads of the County Departments, the Commission shall be responsible for scheduling the Loading Dock and the schedule for using the Loading Dock shall be posted in a conspicuous manner.

6. **Access to Roof/Mechanical and Utility Rooms.** Except as otherwise provided in the Condominium Documents, the County shall not access the Building's roof, mechanical, electrical or telephone rooms without permission from the Commission, which permission will not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, County will be given access to and a non-exclusive right to use the Building's roof deck, which access and use shall be subject to such rules and regulations as the Commission shall from time to time reasonably promulgate with respect thereto (including, without limitation, rules and

regulations pertaining to roof deck safety, reservations and post-use clean-up).

7. The County shall not permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to the Commission or other occupants of the Building by reason of unreasonable noise, odors, vibrations or unreasonable interference in any way with other tenants or those having business therein.

8. As provided in the Lease, County shall use the janitorial services provided by the Commission for the Leased Premises unless otherwise agreed to by the parties and the Commission's approval shall not be unreasonably withheld, conditioned or delayed. The County shall not cause any unnecessary labor for the janitorial service by reason of the County's carelessness or indifference in the preservation of good order and cleanliness.

9. All County refuse disposal shall be made only through entry ways and elevators provided for such purposes and at such times as the Commission shall designate. The County shall use the Building's refuse and recycling contractors.

10. Except for typical office building purposes, such as hanging pictures, the County shall not deface any part of the Building. Boring, cutting or stringing of wires is not permitted, except with prior consent of Commission, which shall not be unreasonably withheld, conditioned or delayed.

11. The water closets, electrical closets, mechanical rooms, fire stairs and other areas designated for utilities shall not be used for storage or for any purposes other than those for which they were constructed.

12. Animals, except for service animals, are prohibited in the Building.

13. Building Management and custodial staff shall not perform any work or do anything for the County outside of their regularly scheduled duties, unless under special instructions from the Commission or in response to any emergency condition.

14. The County is responsible for the delivery and pick up of all mail for the users of the Leased Premises from the United States Post Office. Overnight courier, commercial and other package delivery services shall pick-up from, and deliver packages to, a central messenger facility designated by the Commission for the Building.

15. Except as set forth in the Lease, the Commission shall not be responsible to the County or to any other person for the non-observance or violation of these Rules and Regulations by any other tenant or other person; provided, however, the Commission shall reasonably endeavor to apply these Rules and Regulations in an even, non-discriminatory manner to all tenants and other users of the Building. The County shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to its occupancy of the Leased Premises.

16. No person shall vape, smoke, chew or otherwise ingest, or use tobacco products in any portion of the Building or on the sidewalks and driveways adjacent to the Building except in an area, if any, designated by the Commission.

17. The County shall include these Rules and Regulations in its Subleases for the Retail Spaces.

18. These Rules and Regulations cannot be amended without the County's prior written consent.

EXHIBIT C

Signage

[Separately attached to herein]

M-NCPPC Wheaton Headquarters Exterior and Interior Way-Finding Signs



**Montgomery County Department of Transportation
Division of Parking Management**
100 Edison Park Dr., 4th Floor,
Gaithersburg, MD 20878
240-777-8740

FINAL
December 3, 2019

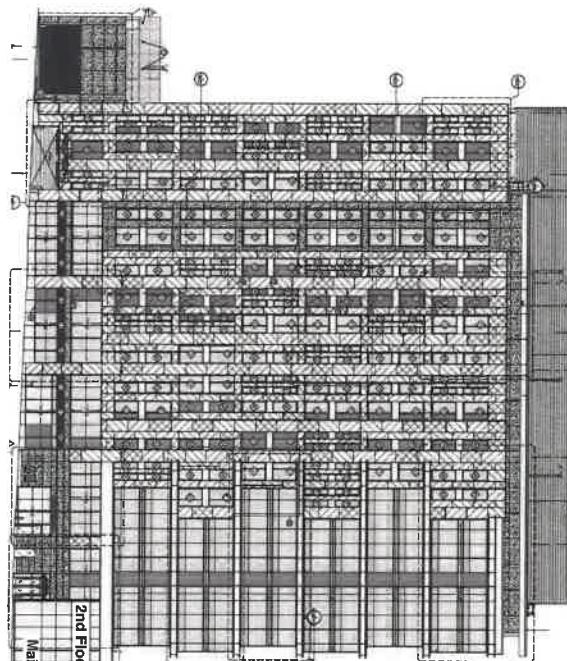
2425 Reddie Drive and proximity



Map of Area - Wheaton, Maryland 20902



West Elevation - 2425 Reddie Drive, Wheaton, Maryland 20902



West View



Equipment Platform

Penthouse

14th Floor - M-NOPPC
13th Floor - M-NOPPC
12th Floor - M-NOPPC
11th Floor - M-NOPPC
10th Floor - MC Rec
9th Floor - HHS / CUPP
8th Floor - DPS
7th Floor - DPS - Public
6th Floor - DPS
5th Floor - DEP
4th Floor - DEP
3rd Floor - M-NOPPC

The Montgomery County Department of Transportation is managing the design and construction of the building. The project team includes developer StonebridgeCarrars and general contractor Clark Construction Group of Bethesda; architect Gensler and landscape architect Oculus of Washington, DC; mechanical, electrical and plumbing engineer GHT Limited of Arlington, VA; structural engineer SK&A and civil engineer Bohler Engineering of Washington, DC.

Hundreds of government employees will be relocated to the new building complex in downtown Wheaton, which will help to revitalize the area with more people to patronize local businesses.

The town square will provide a central meeting place to attract people to this area – no such public environment existed in this location before. Staff will be encouraged to walk, bike and take transit to work, reducing traffic and adding more pedestrian and street activity to downtown Wheaton.

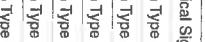
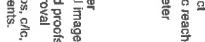
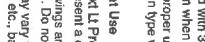
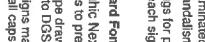
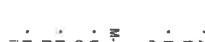
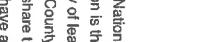
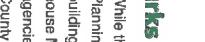
The new home of The Montgomery County Planning Board, Montgomery Parks and the Montgomery Planning Department will be in downtown Wheaton. The 14-story building, located on Reddie Drive near the Wheaton Metro Station, will replace the county-owned Wheaton Market Place parking lot with a LEED Platinum-rated, mixed-use building, a town square and an underground public parking garage. Several of the county agencies and the Parks and Planning Departments are scheduled to occupy their new offices in 2020.

M-NOPPC will own the 308,000 square-foot building. Offices and shared spaces for the Planning and Parks Departments will be located

on the top four levels. The structure also will house the county Departments of Environmental Protection, Permitting Services, Recreation and Health and Human Services, as well as the Office of Community Use of Public Facilities and the Mid-County Regional Services Center/Urban District. The underground public garage will

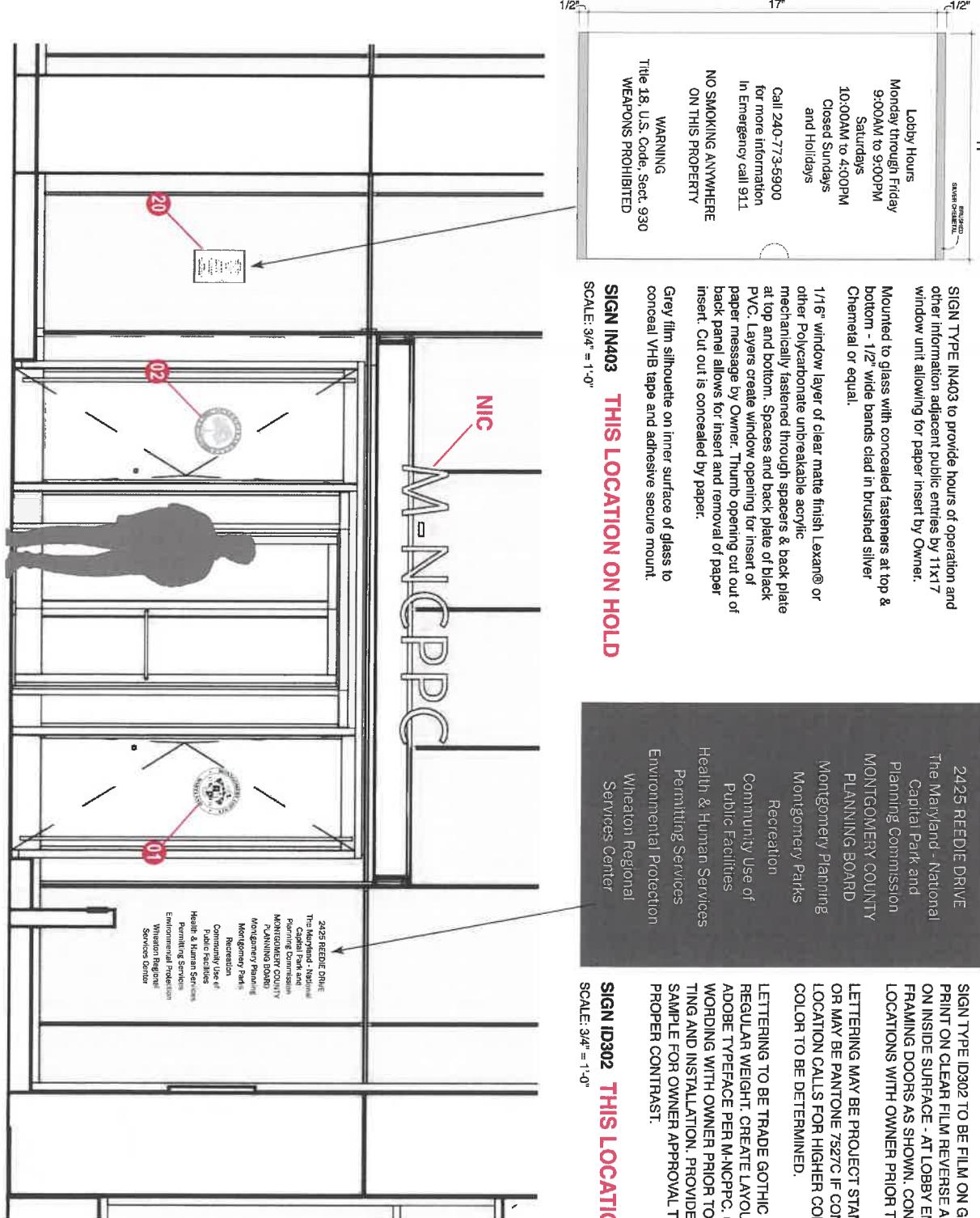


Montgomery Parks



DETAIL ELEVATION AT MAIN LOBBY ENTRANCE OFF PLAZA - LEVEL 1

Scale: 3/8"=1'-0"



2425 REEDIE DRIVE
The Maryland - National

SIGN TYPE ID302 TO BE FILM ON GLASS. DIGITAL
PRINT ON CLEAR FILM REVERSE APPLIED TO GLASS

Lobby Hours
Monday through Friday

Saturdays
10:00AM to 4:00PM
Closed Sundays
and Holidays
Call 240-773-5900
for more information
In Emergency call 911

NO SMOKING ANYWHERE
ON THIS PROPERTY
WARNING
Title 18, U.S. Code, Sect. 930
WEAPONS PROHIBITED

Lobby Hours
Monday through Friday
9:00AM to 9:00PM
Saturdays
10:00AM to 4:00PM
Closed Sundays
and Holidays
Call 240-773-5900
for more information
In Emergency call 911
NO SMOKING ANYWHERE
ON THIS PROPERTY
WARNING
Title 18, U.S. Code, Sect. 930
WEAPONS PROHIBITED

SIGN TYPE IN403 to provide hours of operation and other information adjacent public entries by 11x17 window unit allowing for paper insert by Owner.

Mounted to glass with concealed fasteners at top & bottom - 1/2" wide bands clad in brushed silver Chameleon or equal.

1/16" window layer of clear matte finish Lexan® or other Polycarbonate unbreakable acrylic mechanically fastened through spacers & back plate at top and bottom. Spaces and back plate of black PVC. Layers create window opening for insert of paper message by Owner. Thumb opening cut out on back panel allows for insert and removal of paper insert. Cut out is concealed by paper.

Grey film silhouette on inner surface of glass to conceal VHB tape and adhesive secure mount.

SCALE: 3/4" = 1'-0"

SIGN IN403 THIS LOCATION ON H

The Maryland-National Capital Park and Planning Commission
MONTGOMERY COUNTY
PLANNING BOARD
Montgomery Planning
Montgomery Parks
Recreation
Community Use of
Public Facilities
Health & Human Services
Permitting Services
Environmental Protection
Wheaton Regional Services Center

SIGN TYPE ID302 TO BE FILM ON GLASS. DIGITAL PRINT ON CLEAR FILM REVERSE APPLIED TO GLASS ON INSIDE SURFACE - AT LOBBY ENTRANCES (2) FRAMING DOORS AS SHOWN. CONFIRM EXACT LOCATIONS WITH OWNER PRIOR TO APPLICATION.

LETTERING MAY BE PROJECT STANDARD CHARCOAL OR MAY BE PANTONE 752/C IF CONDITION AT SIGN LOCATION CALLS FOR HIGHER CONTRAST. GLAZING COLOR TO BE DETERMINED.

LETTERING TO BE TRADE GOTHIC NEXT PRO FONT IN REGULAR WEIGHT. CREATE LAYOUT USING CORRECT ADOBE TYPEFACE PER MNCCPC. CONFIRM EXACT WORDING WITH OWNER PRIOR TO PRINTING CUTTING AND INSTALLATION. PROVIDE SMALL TEST SAMPLE FOR OWNER APPROVAL TO CONFIRM PROPER CONTRAST.

SIGN ID302 THIS LOCATION ON HOLD

SCALE: 3/4" = 1'-0"

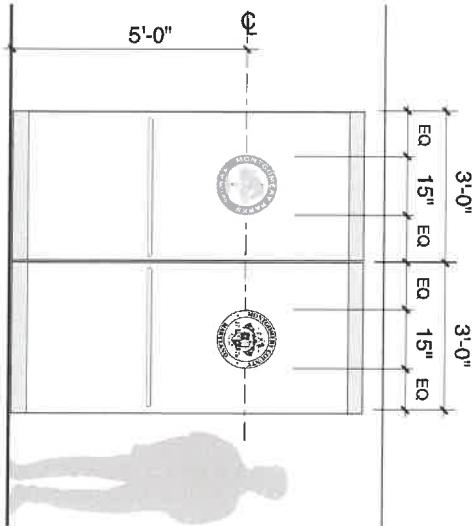
1'-3" DIAMETER - TYPICAL



ID202 - DETAIL AT PARKS SEAL - TYPICAL

SIGN TYPE ID202 IS 15" DIAMETER PARKS SEALS TO BE FILM REVERSE-APPLIED TO GLASS DOORS AS INDICATED IN PROGRAMMING, AT PUBLIC ENTRANCES ON LEVEL ONE.

FILM TO BE COMBINATION OF 3M™ DUSTED CRYSTAL 7725SE-314 AND 3M™ MATTE OVERLAM 3642GPS OR EQUAL. ARTWORK TO BE PROVIDED AS .EPS FROM PARKS DEPT. FILM TO BE ADHERED ON CENTER OF GLASS HORIZONTALLY AND 5' ABOVE FINISHED FLOOR TO CENTER OF ART.

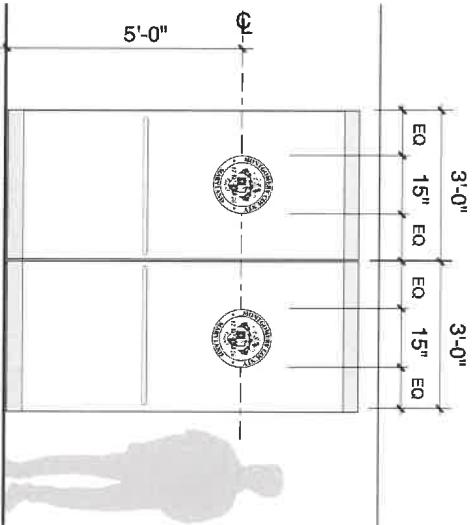


1'-3" DIAMETER - TYPICAL

ID202 - DETAIL AT COUNTY SEAL - TYPICAL

SIGN TYPE ID202 IS 15" DIAMETER COUNTY SEALS TO BE REVERSE-APPLIED TO GLASS DOORS AS INDICATED IN PROGRAMMING, ON COUNTY DEPARTMENT, PUBLIC ENTRANCES OFF ELEVATOR LOBBIES AND ELSEWHERE.

FILM TO BE 3M™ DUSTED CRYSTAL 7725SE-314 OR EQUAL. ARTWORK TO BE PROVIDED AS .EPS FROM COUNTY. FILM SEALS TO BE ADHERED ON CENTER OF GLASS HORIZONTALLY AND 5' ABOVE FINISHED FLOOR TO CENTER OF SEAL ART.



ID203 DEDICATION PLAQUE

Scale: 1/8"=1"

SIGN TYPE ID203 30" X 24" DEDICATION PLAQUE TO BE CAST BRONZE WITH POLISHED BEVELED EDGES ON FIRST SURFACE, AND ACID ETCHED MNCPPC LOGO AND LETTERING AS SHOWN IN TRADE GOTHIC NEXT PRO TYPEFACE CENTERED AND RAISED TO FIRST SURFACE. LEATHERETTE BACKGROUND TEXTURE PAINTED DARK-EST GREEN FROM STANDARD COLORS OR COLOR INDICATED BY ARCHITECTS.

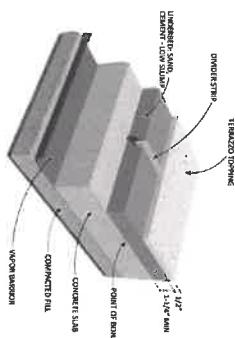
PLAQUE MOUNTS TO LOBBY WALL AS OWNER DIRECTS, BY CONCEALED THREADED ROD AS REQUIRED AND AS ENGINEERED BY FOUNDRY AND SIGN CONTRACTOR. ARCHITECTS TO PROVIDE BLOCKING BEHIND WALL AT SIGN LOCATION TO SUPPORT WEIGHT OF CAST BRONZE. VERIFY LAYOUT / MESSAGE WITH OWNER PRIOR TO SUBMISSION OF SHOP DRAWINGS / PROOFS. OWNER TO PHYSICALLY APPROVE IN WRITING A PROOF LAYOUT PRIOR TO CASTING, DELIVERY AND INSTALLATION. DEDICATION DATE TO BE DETERMINED. COORDINATE AS NEEDED.

ID202 - SEALS AT MAIN ENTRIES - LEVEL 1

Scale: 3/8"=1'-0"

ID202 - COUNTY SEALS ON GLASS DOORS AT ELEVATOR LOBBIES

Scale: 3/8"=1'-0"

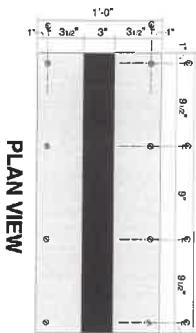


VERTICAL SIGN 11 LEVEL 1
SCALE: 1" = 1'-0"

Side b

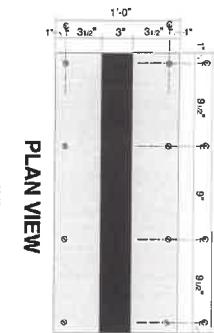
Vertical signs to be anchored to lobby terrazzo floor. Terrazzo 1/2 to 3/4 inch thick on 1-1/2-inch-thick bed of mortar. Mortar bed on base slab concrete. Maximum imbed into post-tension concrete is 1/2".

Sign Contractor to confirm mounting condition and provide shop drawings for Owner file with proof of engineering and coordination.



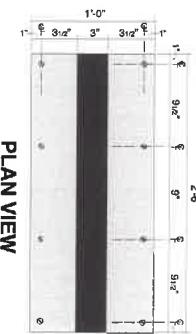
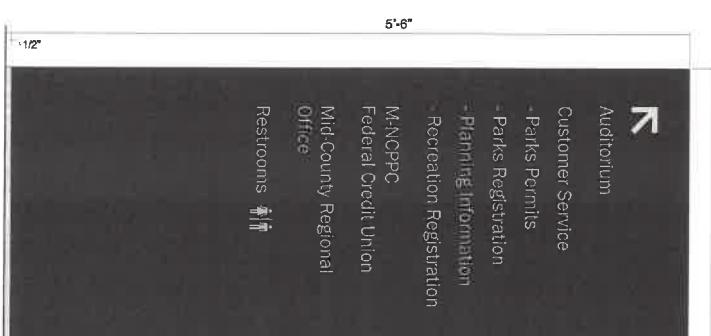
PLAN VIEW

**SEE LOCATION PLAN
DETAIL & BASE TEMPLATE
FOR ANCHORS TO FLOOR
1/2" max. imbed into conc.
floor through terrazzo**



PLAN VIEW

**SEE LOCATION PLAN
DETAIL & BASE TEMPLATE
FOR ANCHORS TO FLOOR
1/2" max. imbed into conc.
floor through terrazzo**



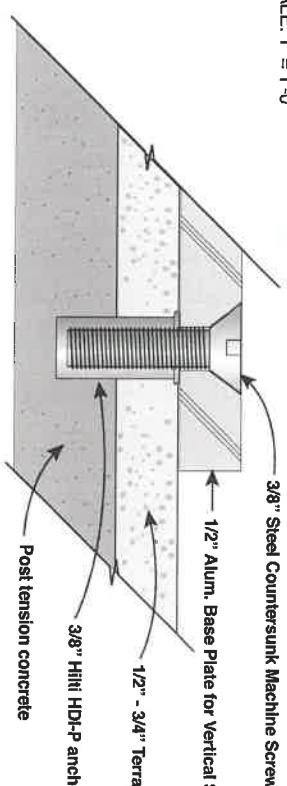
PLAN VIEW

**SEE LOCATION PLAN
DETAIL & BASE TEMPLATE
FOR ANCHORS TO FLOOR
1/2" max. imbed into conc.
floor through terrazzo**



PLAN VIEW

**SEE LOCATION PLAN
DETAIL & BASE TEMPLATE
FOR ANCHORS TO FLOOR
1/2" max. imbed into conc.
floor through terrazzo**



VERTICAL SIGN 09 LEVEL 1
SCALE: 1" = 1'-0"

Side b

Vertical signs to be anchored to lobby terrazzo floor. Terrazzo 1/2 to 3/4 inch thick on 1-1/2-inch-thick bed of mortar. Mortar bed on base slab concrete. Maximum imbed into post-tension concrete is 1/2".

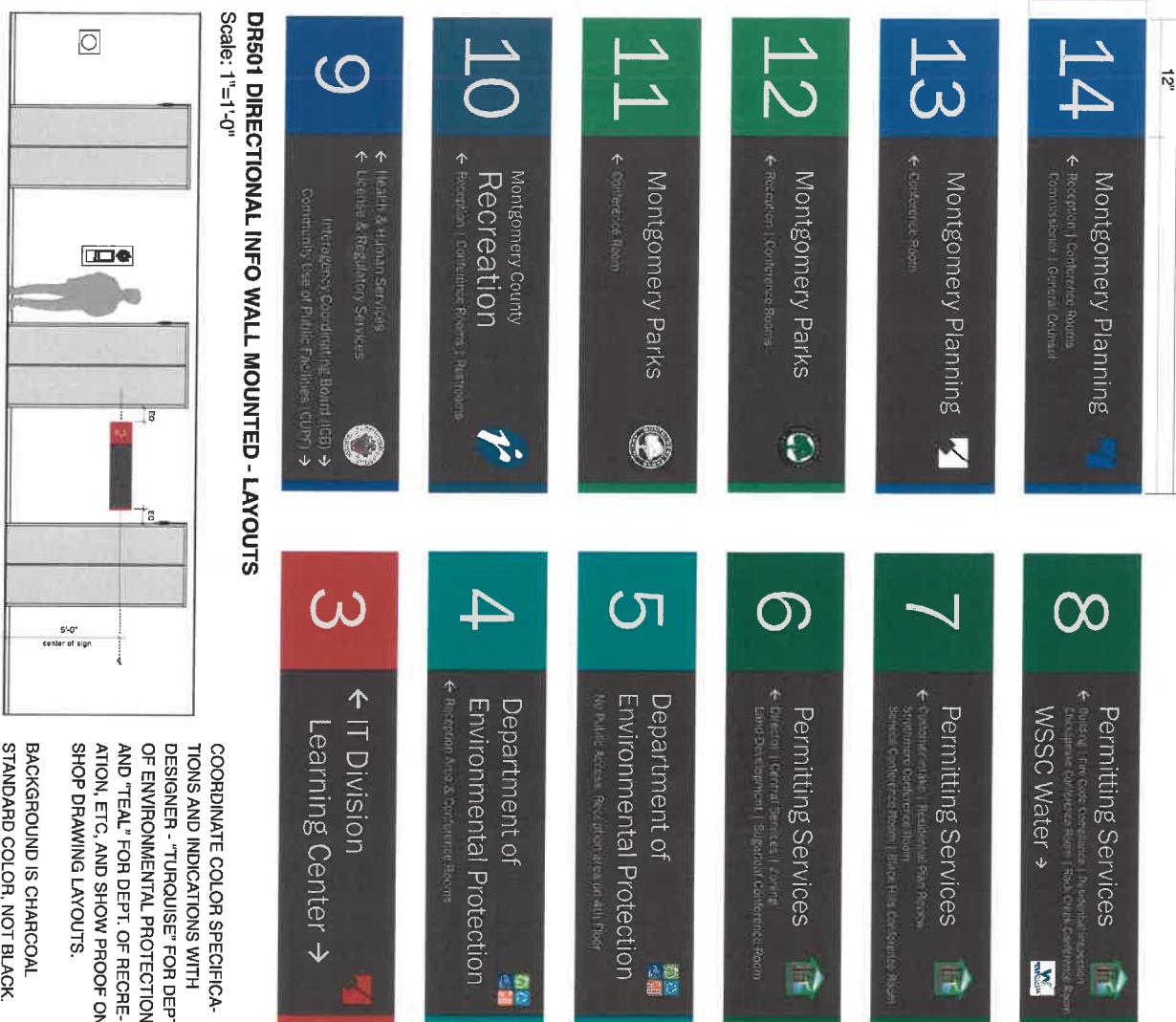
12" x 38" Steel Countersunk Machine Screw

1/2" Alum. Base Plate for Vertical Sign Typical
1/2" - 3/4" Terrazzo Floor Surface

3/8" Hilti HD-P anchor max. 1/2" imbed in concrete

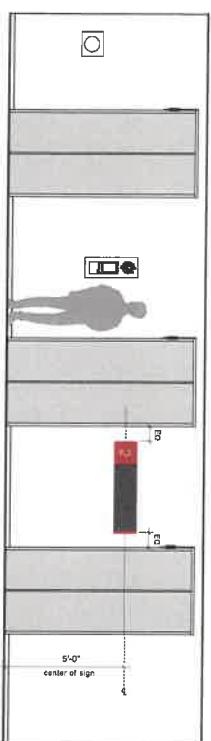
ALL EXPOSED SURFACES DEGREASED, CLEANED,
FILLED, PRIMED & PAINTED WITH ACRYLIC POLY-
URETHANE TO BE PROJECT STANDARD "CHAR-
COAL" COLOR - EGGSHELL FINISH. FASTENERS AT
MONOLITH TO BASE PLATE TO BE CONCEALED.
FACE LAYOUTS AS SHOWN ARE SINGLE OVERALL
DIGITAL PRINT ON WHITE REFLECTIVE FILM (NOT
INDIVIDUAL LEGENDS) IN FULL COLOR WITH
LOGOS, SEALS AND ART AS SHOWN. TYPEFACE:
TRADE GOTIC NEXT PRO. NOTE: LAYOUTS
SHOWN ARE EXAMPLE ONLY. SIGN CONTRACTOR
TO BUILD FINAL ART WITH 3000PI RESOLUTION
ART FOR LOGOS, SEALS, ARROWS, SYMBOLS AND
TYPE AS REQUIRED.

12" x 2'-6" BASE PLATE OF 1/2" ALUMINUM MILL
FINISH WITH ALL CORNERS AND EDGES FILED TO
REMOVE SHARP. NOT ROUNDED, JUST EASED TO
REMOVE SHARP. UNITS MOUNT MECHANICALLY
TO FLOOR SURFACE IN LOBBY TO BE REMOV-
ABLE. VERIFY EXACT LOCATION WITH OWNER AT
INSTALLATION AND COORDINATE WITH PROJECT
MANAGER AT INSTALLATION. EXPOSED COUNTER-
SUNK 3/8 STEEL SCREWS INSTALLED INTO
ANCHORS IN FLOOR THROUGH TERRAZZO.



DR501 DIRECTIONAL INFO WALL MOUNTED - LAYOUTS

Scale: 1"=1'-0"

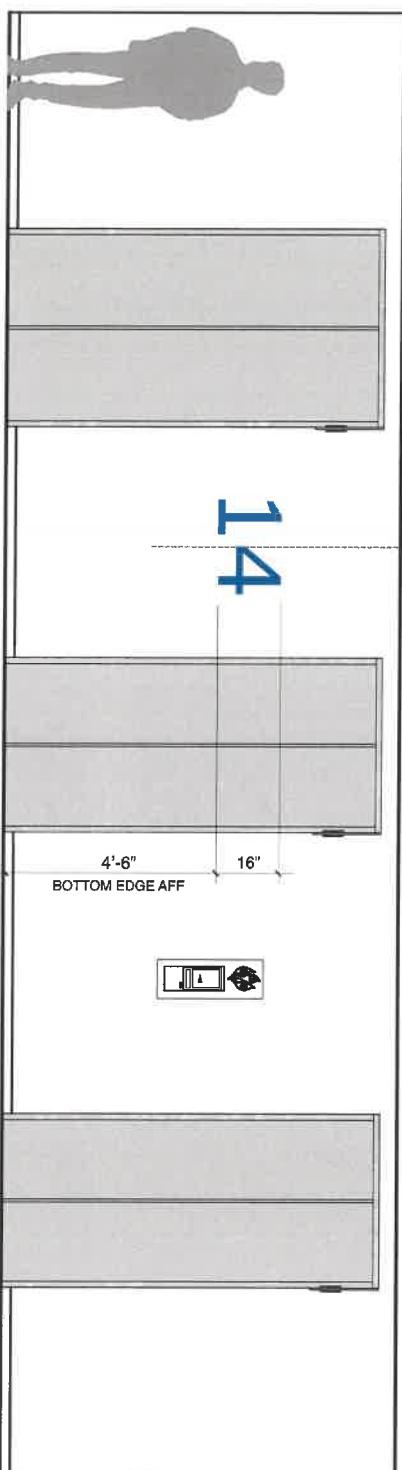


DR501 DIRECTIONAL SIGN - ELEVATION AT LOCATION - TYPICAL

Scale: 3/16"=1'-0"

ID302L LEVEL DESIGNATION APPLIED TO WALL - ELEVATION AT EXAMPLE LOCATIONS

Scale: 3/8"=1'-0"



NUMERALS MOUNT WITH
CONCEALED MECHANICAL
FASTENERS TO DRYWALL
AT 4'-6" FROM BOTTOM OF
PANEL TO FINISHED FLOOR.
FASTENERS GO INTO
PRE-DRILLED EPOXY
FILLED HOLES. BLOW DUST
OUT PRIOR TO ADHESION
TO GUARANTEE GRIP.

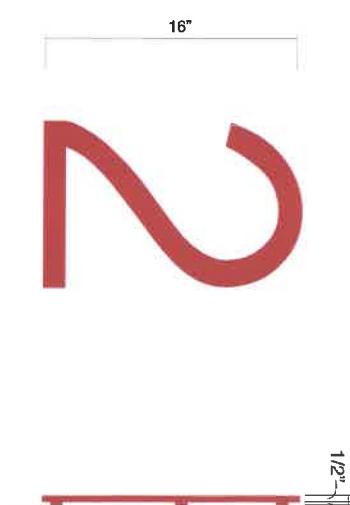
1 1 1 4
2 3 9 10
7 8 5 6
3 4 2

WALL MOUNTED NON-ILLUMINATED LEVEL DESIGNATION NUMERAL SIGNS TYPE ID302L IN ELEVATOR LOBBIES TO BE PRECISION CUT 1/2" THICK PVC PRIMED & PAINTED IN COLORS CORRESPONDING TO LEVEL ASSIGNMENTS AND MOUNTED TO WALL SURFACE 1/4" OFF WALL SURFACE, TO FLOAT AND ALLOW FOR FUTURE PAINTING.

ALL SURFACES OF NUMERALS TO BE PRIMED & PAINTED EGGSHELL FINISH WITH ACRYLIC POLYURETHANE - FRONT, SIDE EDGES AND BACKS. TYPEFACE: TRADE GOTHIC NEXT PRO.

SUBMIT LAYOUT PROOFS AND MATERIAL SAMPLES FOR OWNERS APPROVAL PRIOR TO AFFECTING MATERIALS. APPROVED SHOP DRAWINGS AND LAYOUTS TO PROVIDE PROOF OF MOUNTING, DIMENSIONS AND CONFIRMATION OF COORDINATION WITH AS BUILT CONDITIONS AT JOBSITE.

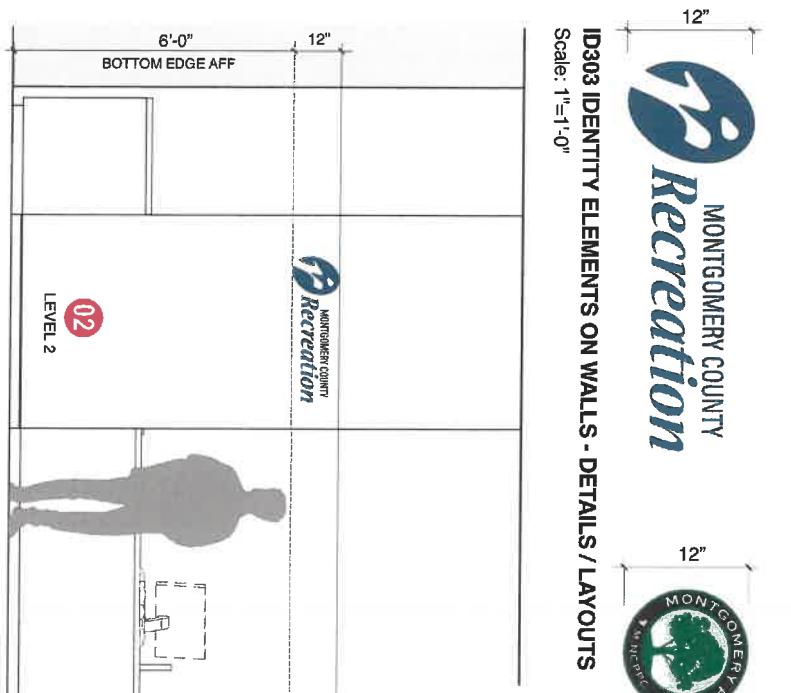
NUMERALS TO BE MOUNTED WITH CONCEALED THREADED RODS FOR PERMANENT ATTACHEMENT - MUST BE VANDAL-PROOF.



DESIGN PENDING / NOT FOR CONSTRUCTION

12' TALL LOGOS AND ASSOCIATED LETTERS AT RECEPTION AREA CONDITIONS TO BE PRECISION CUT FROM 1/2" THICK PVC AIR-EXPANDED ACRYLIC SANDED TO SMOOTH AND TO REMOVE SHARP ALL SURFACES, FRONT, SIDES AND BACKS TO BE CLEARED, PRIMED & PAINTED IN COLORS AS INDICATED IN STANDARDS AND AS DIRECTED BY EACH OWNER/USER GROUP.

COMPLEX SEALS AND LOGOS (ROUND ELEMENTS) TO BE DIGITAL PRINTS ON FILM APPLIED TO PRECISION CUT SHAPES. LETTERS AND LOGOS TO BE INDIVIDUALLY MOUNTED TO WALL SURFACES BY CONCEALED THREADED RODS TO FIT CONCEALED EPOXY GROUT FILLED PRE-DRILLED HOLES. OWNER TO APPROVE TEMPLATE FOR CORRECT ART, LETTER SPACING, AND EXACT PLACEMENT RELATIVE TO EACH FEATURE AND AS BUILT RECEPTION DESKS.



ID303 IDENTITY ELEMENTS ON WALLS - DETAILS / LAYOUTS
Scale: 1'-0" = 1'-0"

GENERAL DIMENSION FOR PLACEMENTS IS CENTERED ON WALL SURFACE AND 6 FEET FROM BOTTOM OF ELEMENTS LAYOUT TO FINISHED FLOOR. REFER TO SIGN LOCATION PLANS AND SIGN MESSAGE SCHEDULE FOR ORIENTATION, QUANTITIES AND OTHER NOTES. REFER TO SPECIFICATIONS FOR MATERIAL CALL OUTS, APPROVED MANUFACTURERS AND OTHER DETAILS AND REQUIREMENTS.

WHERE LOGOTYPE ARTWORK IS INDICATED, THE LAYOUTS AND COLOR APPLICATIONS IN THIS PACKAGE ARE PROVIDED FOR POSITION ONLY. ALL FINAL CAMERA-READY ARTWORK FOR USE IN PRODUCTION OF SIGNS AND GRAPHICS IS TO BE PROVIDED BY THE OWNER / DEPARTMENT / AGENCY TO FACILITATE APPLICATIONS OF THE MOST RECENT CONFIGURATIONS AND COLOR SPECIFICATIONS.

Montgomery Planning

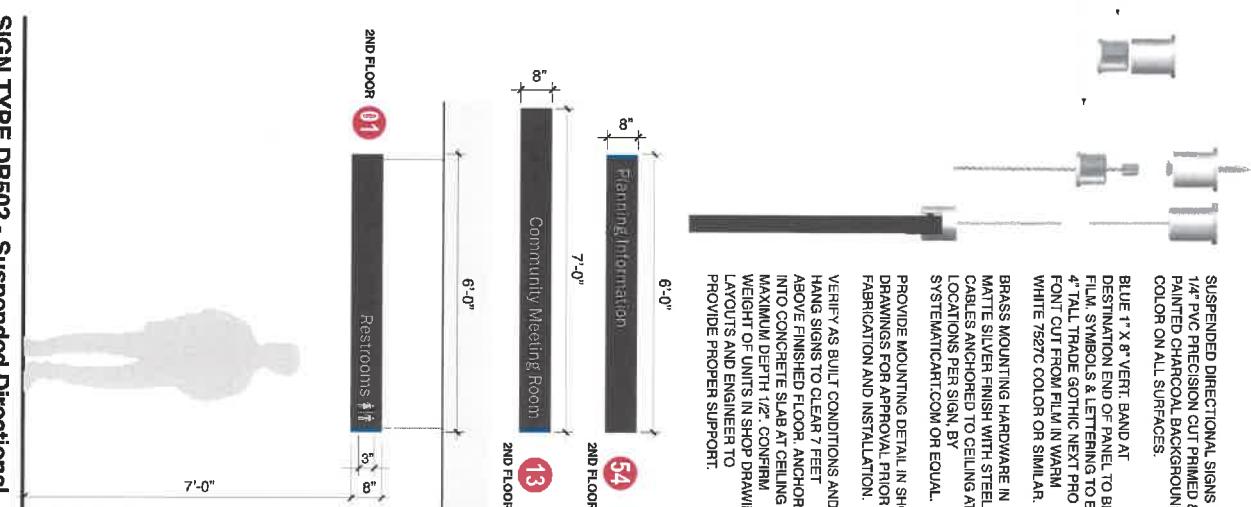
09 LEVEL 2



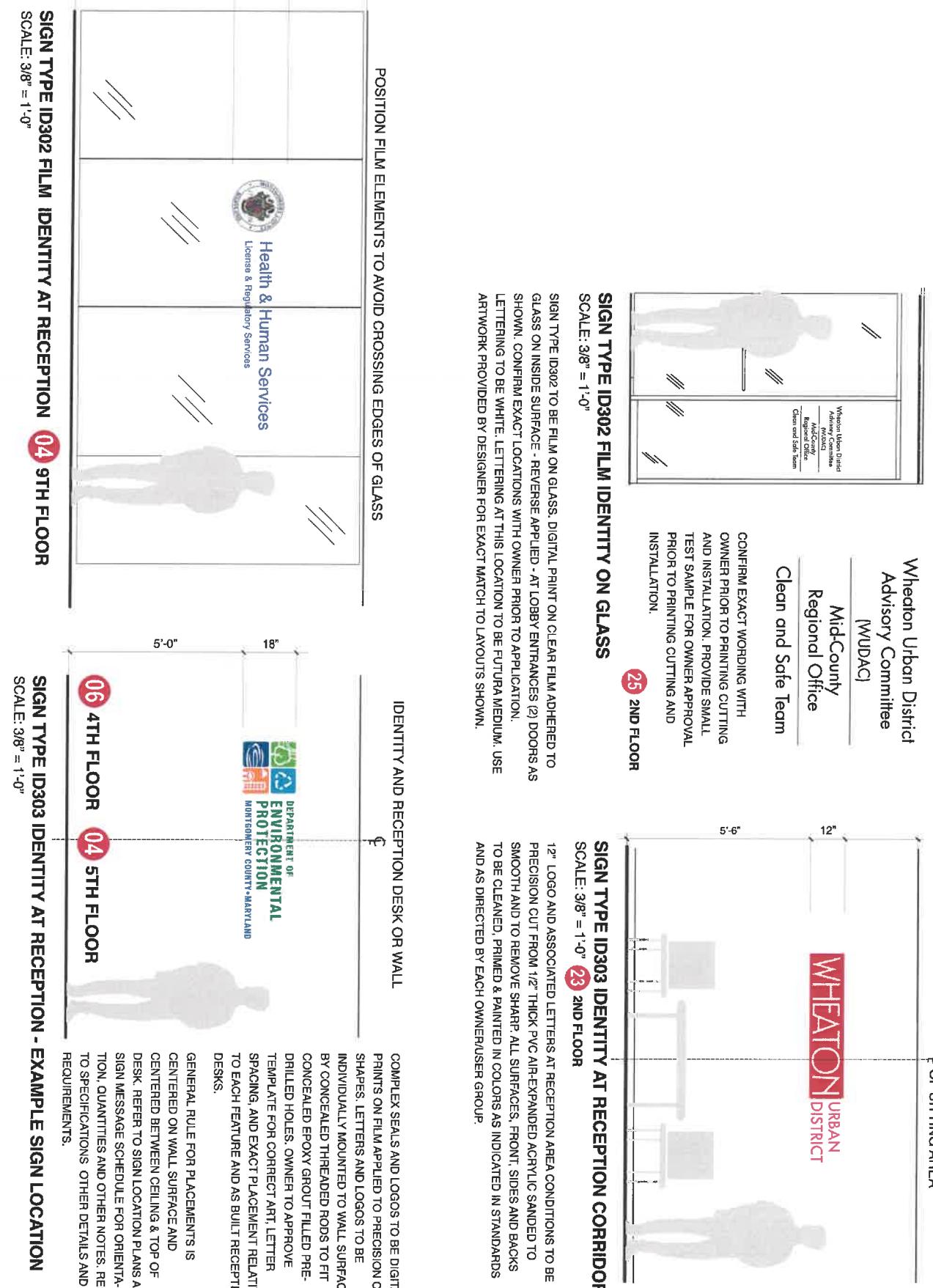
Montgomery Parks

Montgomery Parks

13 LEVEL 2



SIGN TYPE DR502 - Suspended Directional
SCALE: 3/8" = 1'-0"



¢ IDENTITY AND TALL DESK SECTION



08 SIGN TYPE ID303 IDENTITY AT RECEPTION DESK ON 10th FLOOR

SCALE: 3/8" = 1'-0"

18" TALL LOGO AND ASSOCIATED LETTERS AT RECEPTION AREA TO BE PRECISELY CUT FROM 1/2" THICK PVC AIR-EXPANDED ACRYLIC. SIDES AND BACKS TO BE SMOOTH AND TO REMOVE SHARP. ALL SURFACES, FRONT, SIDES AND BACKS TO BE CLEANED, PRIMED & PAINTED IN RECEPTION STANDARD TEAL COLOR. LOGO AND LETTERS MOUNT TO FRONT OF RECEPTION DESK. ACTUAL CONDITION TO BE VERIFIED PRIOR TO SUBMISSION OF LAYOUT PROOFS.

30" TALL 42" WIDE PANEL
SIGN OF 1/2" THICK WHITE PVC TO BE PRECISION CUT AND SANDED AT EDGES AND CORNERS TO REMOVE SHARP. CORNERS ARE NOT ROUNDED. JUST EASED TO REMOVE SHARP.

ALIGN TOP OF SIGN WITH WINDOW

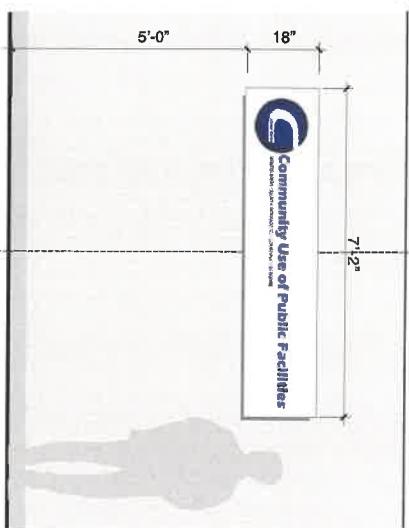
04

SIGN TYPE ID303P IDENTITY AT 8th FLOOR

SCALE: 3/8" = 1'-0"

ENTIRE FACE PANEL IS CLAD IN WHITE REFLECTIVE FILM WHICH HAS BEEN DIGITALLY PRINTED TO EXPRESS WSSC LOGO ENTIRE FACE WITH 3M ANTI-GRAFFITI LAYER AND MOUNT PANEL AS SHOWN WITH CONCEALED THREADED RODS (4) ON 1/4" SPACERS TO FLOAT ART AS SHOWN. COVER FOR FUTURE PAINTING & MAINTENANCE.

¢ SIGN & WALL SURFACE



09 SIGN TYPE ID303P 9TH FLOOR

SCALE: 3/8" = 1'-0"

ADDITIONAL ID PANEL OF 1/4" WHITE PVC PRECISION CUT AND OVERLAMINATED BY DIGITAL PRINTS AS SHOWN. WALL MOUNTED WITH VHB TAPE & SILICON ADHESIVE.

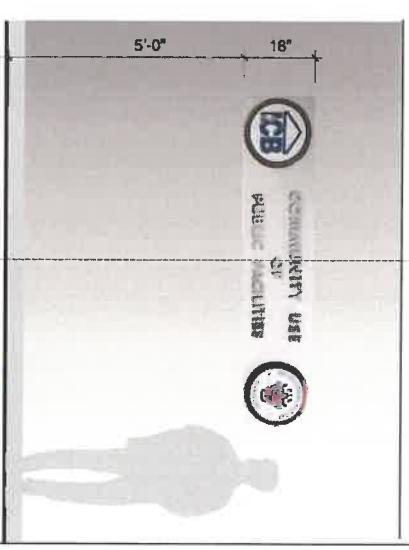


SIGN TYPE ID303 9TH FLOOR

SCALE: 3/8" = 1'-0"

RELOCATE / INSTALL EXISTING ELEMENTS COLLECT LETTERS AND LOGOS FROM ICB

¢ SIGN & WALL SURFACE



44 SIGN TYPE ID303 9TH FLOOR

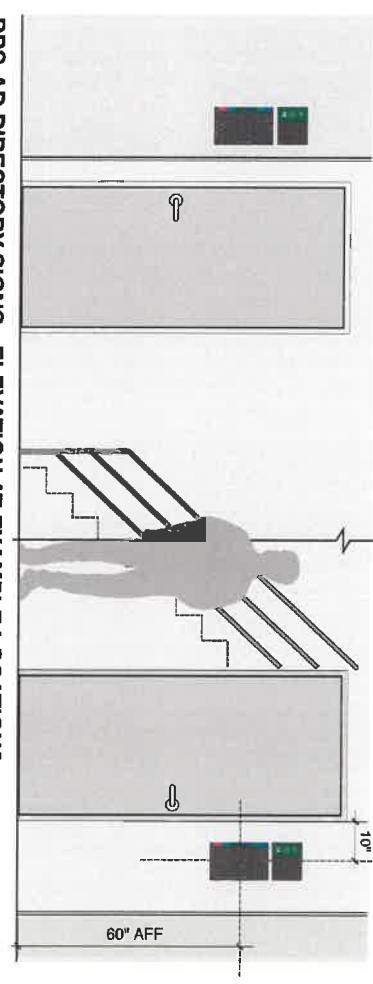
SCALE: 3/8" = 1'-0"

ADDITIONAL WAY-FINDING IN STAIRS FOR DPS FLOORS TO BE 8.5" X 11" BLACK PVC PRECISION CUT AND OVERLAMINATED BY DIGITAL PRINTS AS SHOWN.

2 EACH, SIGNS MOUNT WITH VHB TAPE AND SILICON ADHESIVE.

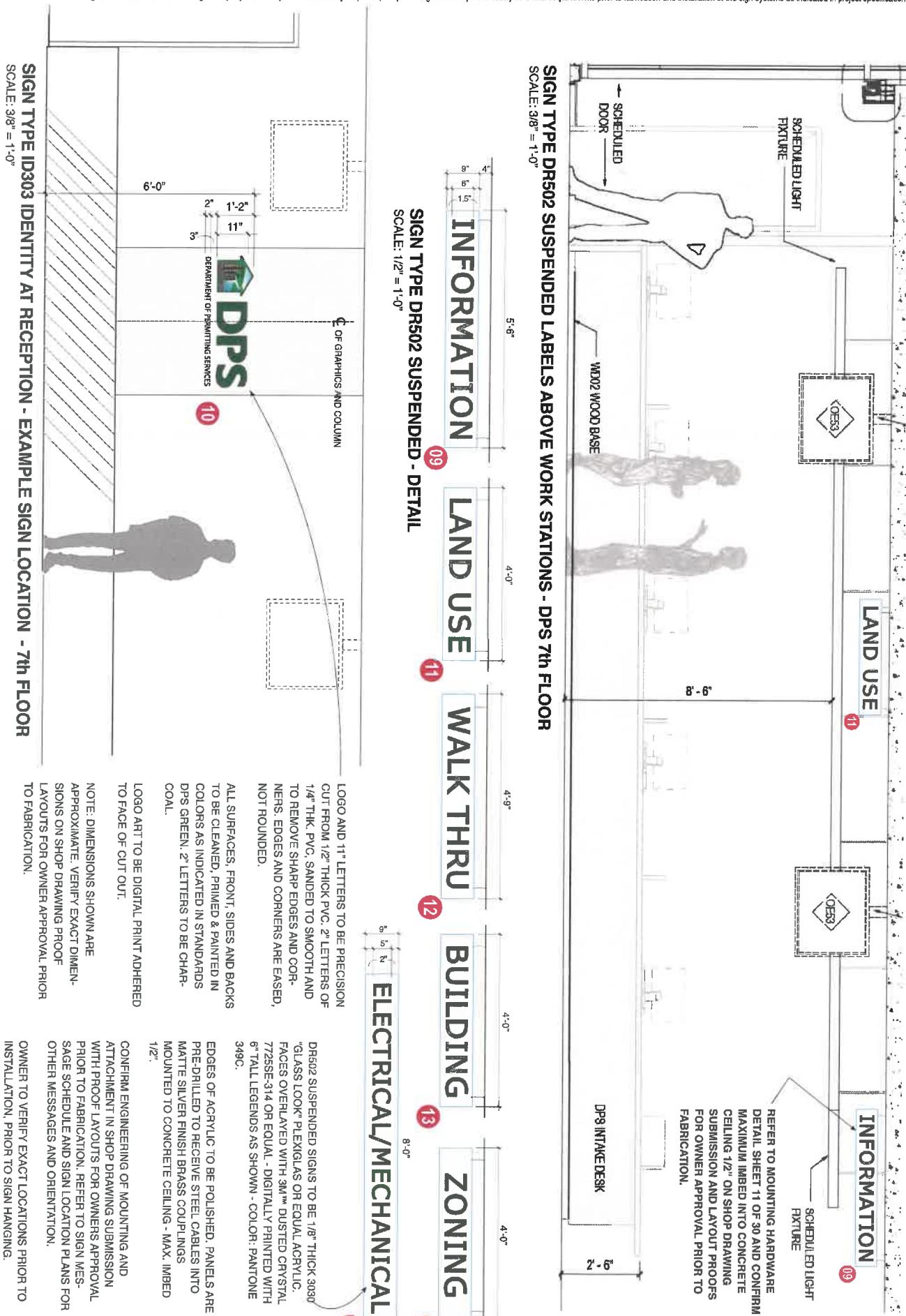
04 LEVEL 6 DPS-AD DIRECTIONAL SUPPLEMENT FLOORS 6, 7, 8 - LAYOUT DETAILS

SCALE: 3/8" = 1'-0"



DPS-AD DIRECTORY SIGNS - ELEVATION AT EXAMPLE LOCATIONS

No Scale



EXISTING FREESTANDING 2-SIDED DIRECTIONAL KIOSKS TO BE REPURPOSED AT NEW HQ BUILDING TO SERVE DIRECTIONAL SIGN NEEDS ON LEVEL 7 AS INDICATED IN SIGN LOCATION PLANS AND SIGN MESSAGE SCHEDULE.

EXISTING SIGNS (2) TO BE REMOVED FROM 255 Rockville Pike, 2nd Floor Rockville, Maryland 20850 AND RE-CLAD ACROSS ARTICULATED FACE PANELS (4) WITH OVERALL DIGITAL PRINTS AS INDICATED ON DESIGNER LAYOUTS.

NOTE: OBTAIN LOGO ART FROM DPS PRIOR TO LAYOUT OF NEW FILM OVERLAYS. FILM TO BE DIGITAL PRINT ON WHITE REFLECTIVE FILM, WITH OVERLAMINATE OF 3M ANTI GRAFFITI. EXISTING RETURNS OF FACE PANELS TO BE PAINTED GREEN TO COINCIDE WITH FACE LAYOUTS. (EXISTING SIGNS ARE RED. FONT ON DPS SIGNS IS APHONT BOLD PER COUNTY STANDARD).

VERIFY EXACT LOCATIONS WITH OWNER AT INSTALLATION.



a



b



a



b

**SEE TEMPLATE FOR ANCHORS
1" x 1/4" (1/2" depth into concrete)**

18 SIGN TYPE DPS-VS VERTICAL DIRECTIONAL SIGN

Scale: 1"=1'-0"

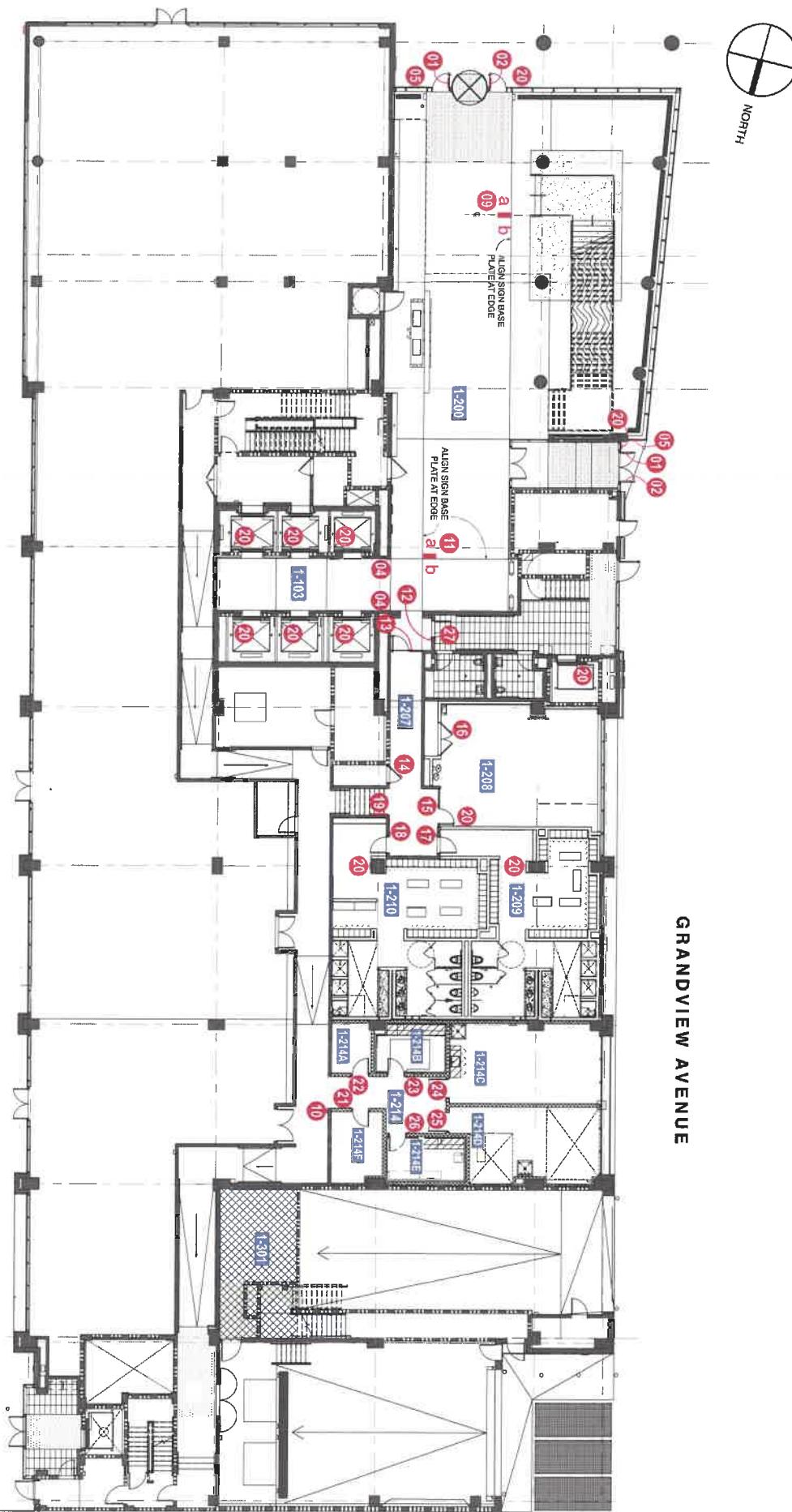
15 SIGN TYPE DPS-VS VERTICAL DIRECTIONAL SIGN

Scale: 1"=1'-0"

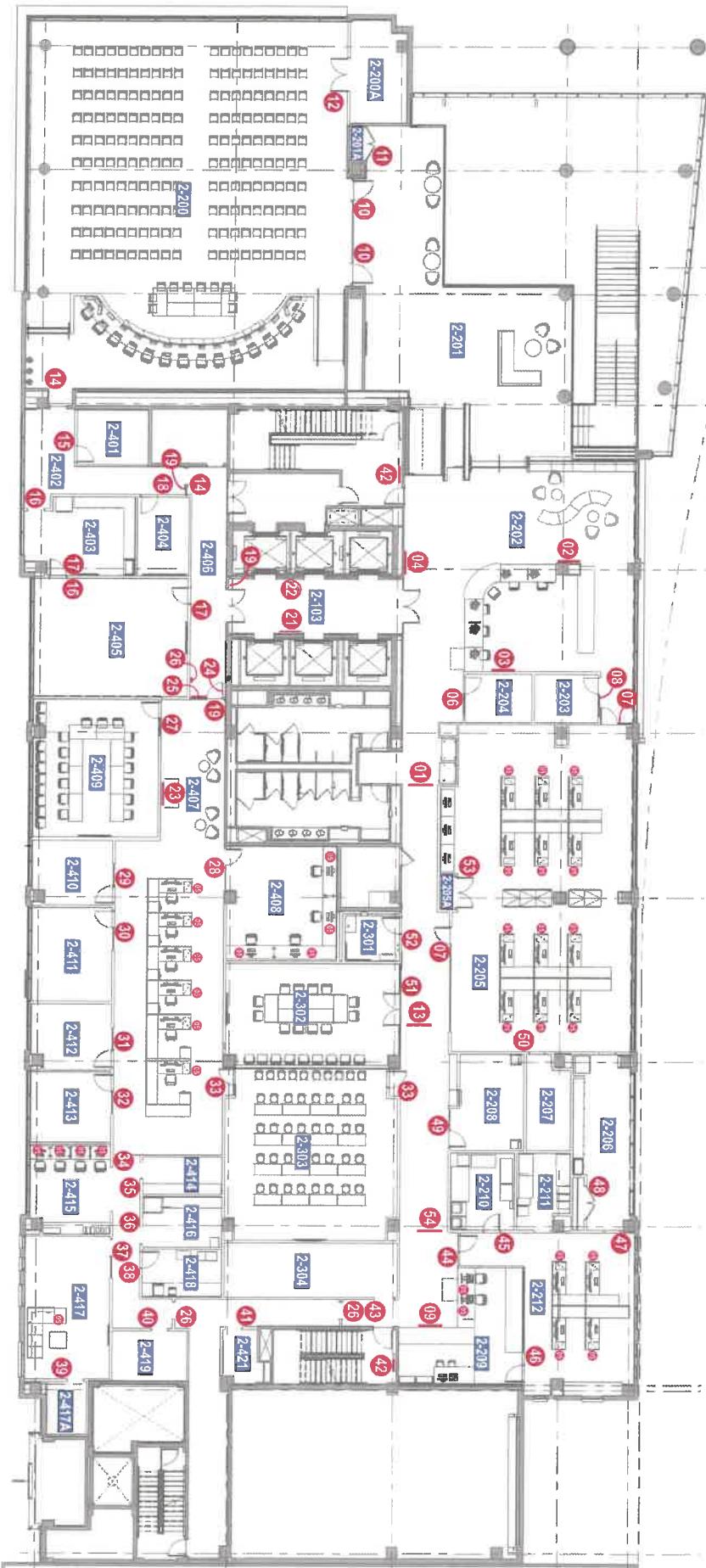


Shared Lobby, Kiosks, Gym Level 1

TRIANGLE LANE



Auditorium, M-NCPPC, MC Rec, RSC Level 2



M-NCPPC Level 3



NOTICE: These drawings and layouts represent Design Intent and are provided to illustrate ideas and suggest methods for fabrication and installation of signs. WMHGD LLC provides consultation to represent Design Intent Only and is not responsible for details related to the completed sign system. The Contractor and/or A Sign Company is responsible for the Final design of the sign systems, all the components and engineering of the message programming, application, attachment and adhesion of materials and the success of the signs. The Contractor and/or A Sign Company will be required to submit layout proofs, shop drawings and samples to satisfy all Owner requirements prior to fabrication and installation of the sign systems as indicated in project specifications.

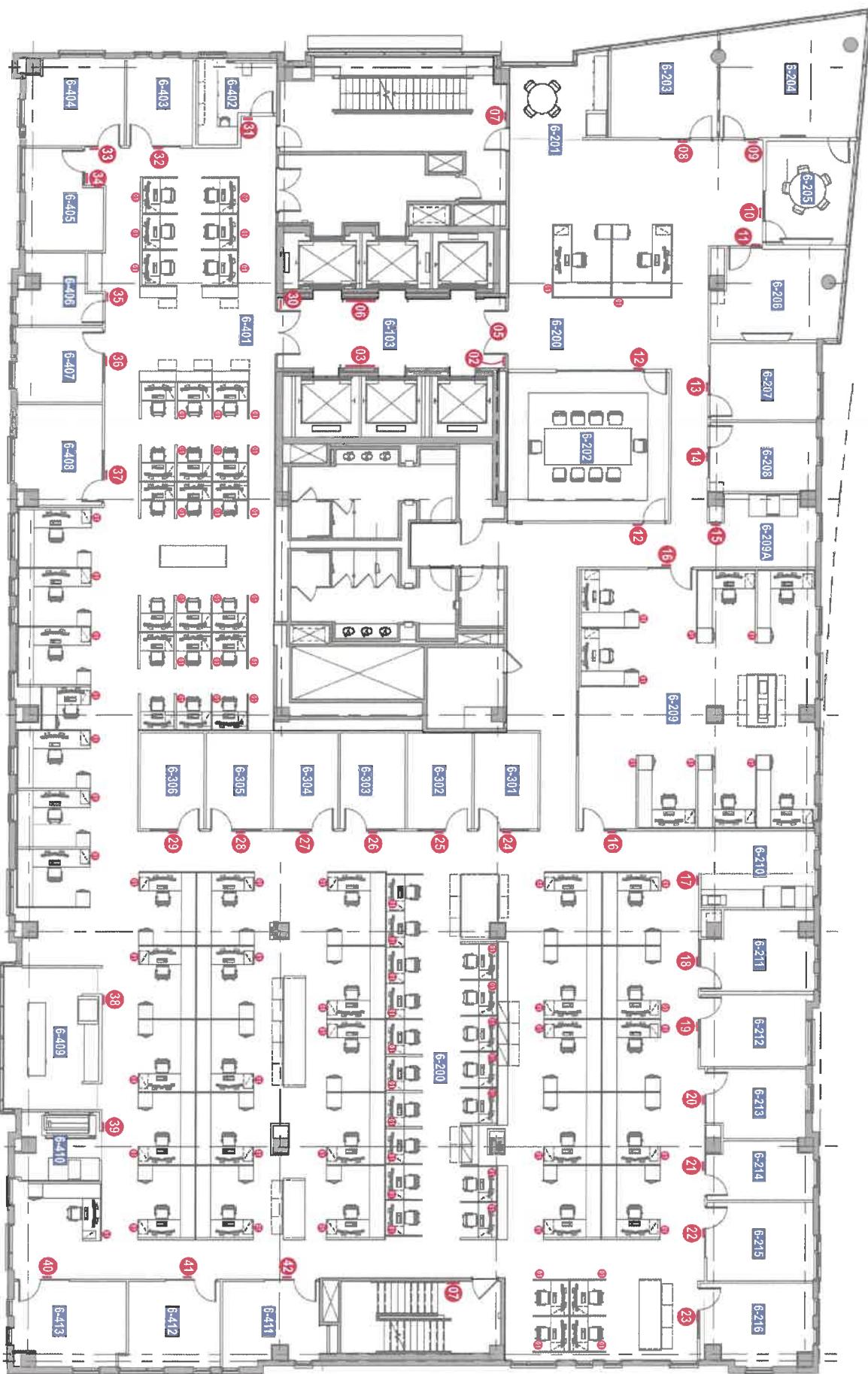


DEP Level 4

DEP Level 5



DPS Level 6



NOTICE: These drawings and layouts represent Design Intent and are provided to illustrate ideas and suggest methods for fabrication and installation of signs. WMHGD LLC provides consultation to represent Design Intent Only and is not responsible for details related to the completed sign system. The Contractor and/or A Sign Company is responsible for the Final Design of the sign systems, all the components and engineering of the message programming, application, attachment and adhesion of materials and the success of the signs. The Contractor and/or A Sign Company will be required to submit layout proofs, shop drawings and samples to satisfy all Owner requirements prior to fabrication and installation of the sign systems as indicated in project specifications.

DPS Public Level 7



NOTICE: These drawings and layouts represent Design Intent and are provided to illustrate ideas and suggest methods for fabrication and installation of signs. WMHGD LLC provides consultation to represent Design Intent Only and is not responsible for details related to the completed sign system. The Contractor and/or A Sign Company is responsible for the Final Design of the sign systems, all the components and engineering of the message programming, application, attachment and adhesion of materials and the success of the signs. The Contractor and/or A Sign Company will be required to submit layout proofs, shop drawings and samples to satisfy all Owner requirements prior to fabrication and installation of the sign systems as indicated in project specifications.

DPS Level 8

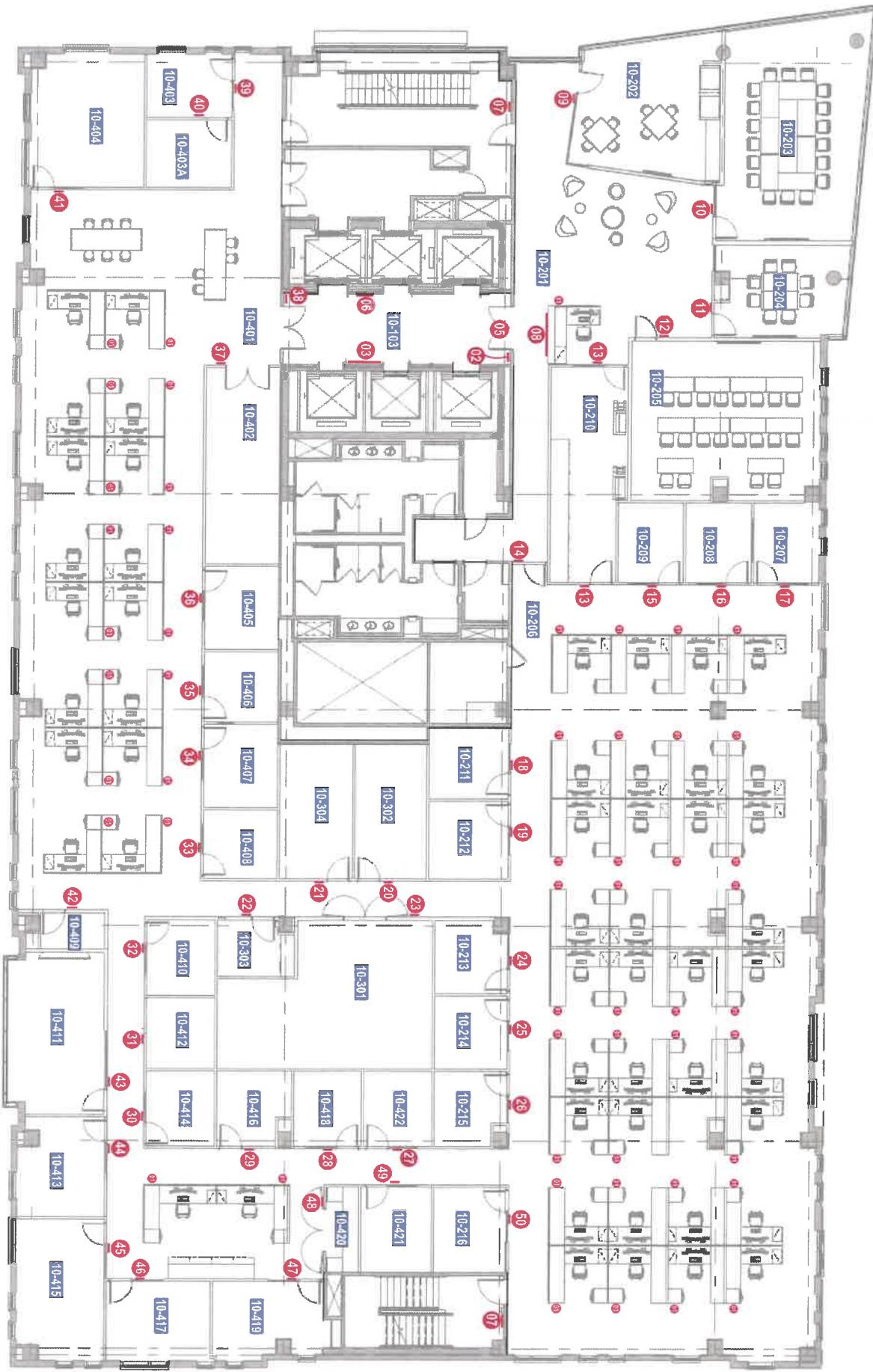


NOTICE: These drawings and layouts represent Design Intent and are provided to illustrate ideas and suggest methods for fabrication and installation of signs. WMHGD LLC provides consultation to represent Design Intent Only and is not responsible for details related to the completed sign system. The Contractor and/or A Sign Company is responsible for the Final Design of the sign systems, all the components and engineering of the message programming, application, attachment and adhesion of materials and the success of the signs. The Contractor and/or A Sign Company will be required to submit layout proofs, shop drawings and samples to satisfy all Owner requirements prior to fabrication and installation of the sign systems as indicated in project specifications.



HHS/CUPF Level 9

MC Rec Level 10

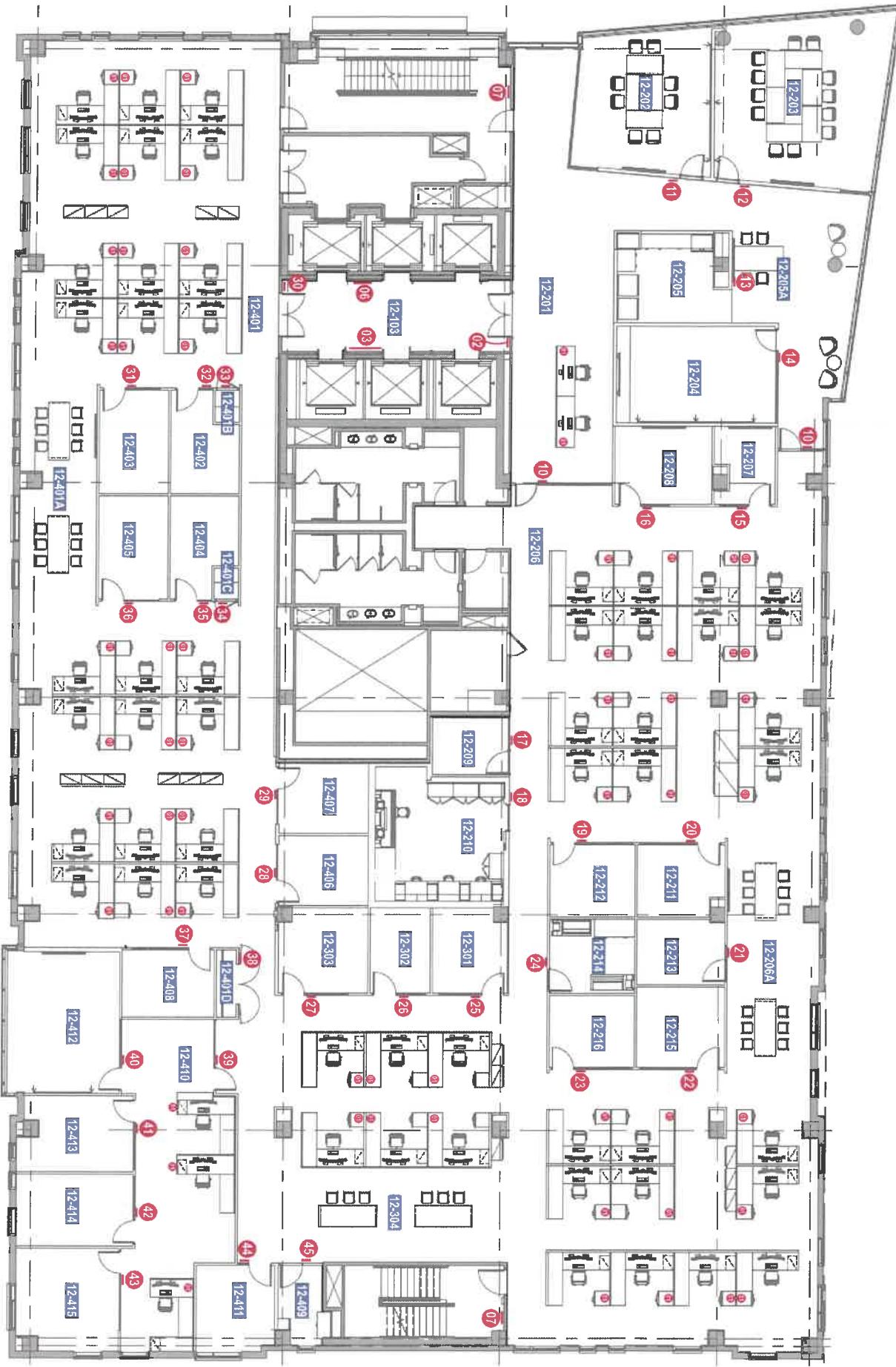


NOTICE: These drawings and layouts represent Design Intent and are provided to illustrate ideas and suggest methods for fabrication and installation of signs. WMHGD LLC provides consultation to represent Design Intent Only and is not responsible for details related to the completed sign system. The Contractor and/or A Sign Company is responsible for the Final Design of the sign systems, all the components and engineering of the message programming, application, attachment and adhesion of materials and the success of the signs. The Contractor and/or A Sign Company will be required to submit layout proofs, shop drawings and samples to satisfy all Owner requirements prior to fabrication and installation of the sign systems as indicated in project specifications.



M-NCPPC Level 11

M-NCPPC Level 12





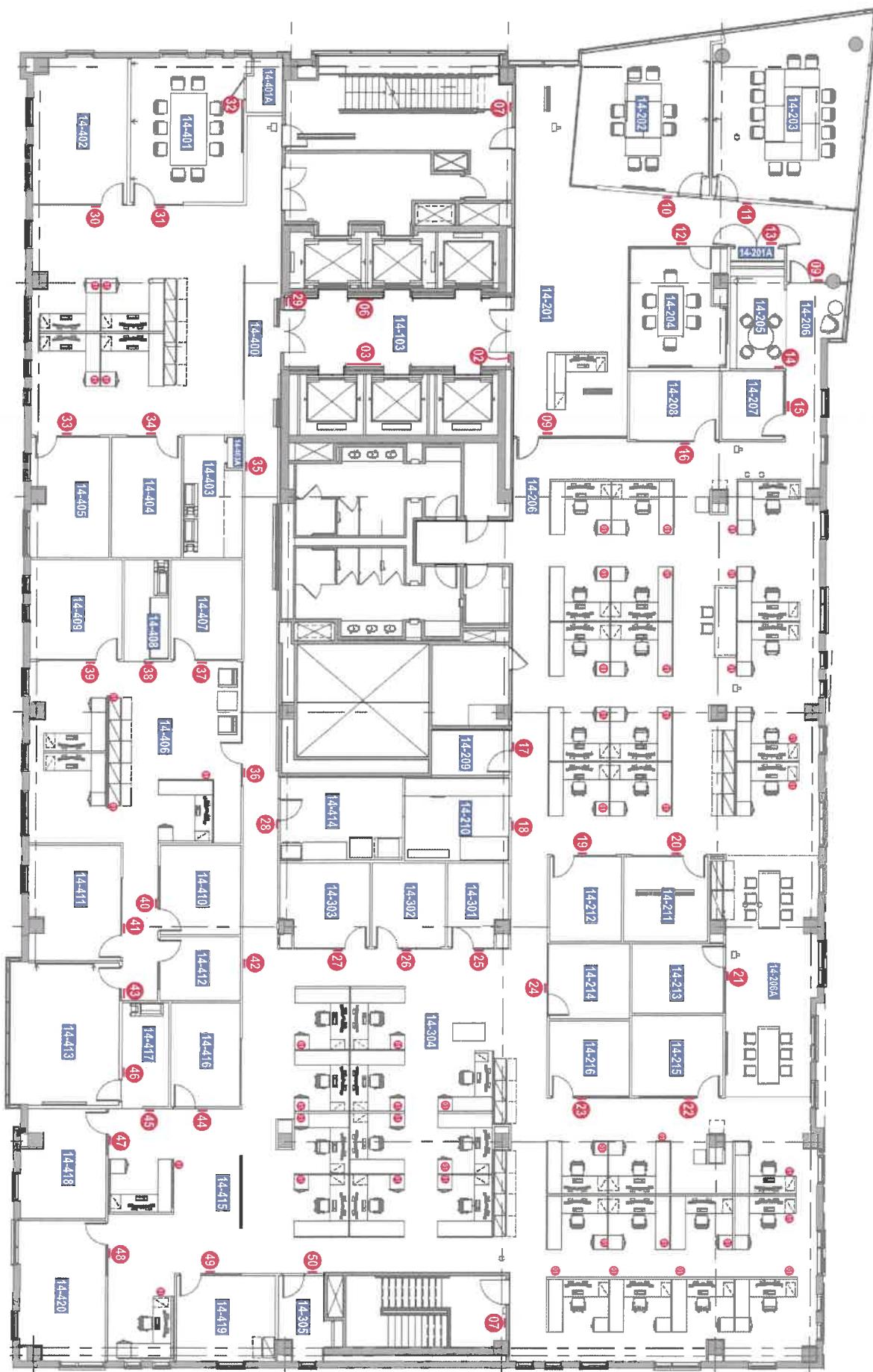


EXHIBIT D

MOU between Montgomery County and WSSC

[Separately attached hereto]



DEPARTMENT OF PERMITTING SERVICES

Isiah Leggett
County Executive

Diane R. Schwartz Jones
Director

March 2, 2015

TO: Timothy L. Firestone
Chief Administrative Officer

FROM: Diane Schwartz Jones
Director

A handwritten signature in black ink that reads "Diane R. Schwartz Jones".

SUBJECT: Washington Suburban Sanitary Commission (WSSC) colocation at the
Department of Permitting Services (DPS)

To improve service delivery for County development and construction customers, the County Executive and WSSC agreed by letters dated May 1, 2014 and June 17, 2014, to provide space in DPS's office for WSSC to staff on a full time basis. DPS and WSSC have reached agreement on the terms of the Memorandum of Understanding which is attached for signature.

If you have any questions, please contact me. Otherwise, please sign and return to DPS.

Thank you.

Attachments:

Letter dated May 1, 2014 from County Executive to Messrs. Counihan and Lawson
Letter dated June 17, 2014 from WSSC to Mr. Leggett

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made this 10th day of March, 2015, by and between the Washington Suburban Sanitary Commission, a public body corporate and agency of the State of Maryland ("WSSC") and Montgomery County, Maryland, a body corporate and politic ("County"), (when WSSC and the County are referenced together, the "Parties").

WHEREAS, the County has a one-stop-shop permit processing department known as the Department of Permitting Services (DPS) which, among other things handles the construction, right-of-way, utility and environmental permitting, inspection, licensing and enforcement functions associated with development and redevelopment projects in Montgomery County; and

WHEREAS, the County believes that the one-stop-shop approach to permitting is a best practice and will better serve County residents and businesses. Since the inception of DPS, the County has desired to have WSSC co-locate in its offices to, *inter alia*, improve coordination, promote consistency and resolve potential conflicts; and

WHEREAS, the WSSC recognizes the benefits to be achieved and has agreed to staff an office within the County's DPS offices (the "MC Office") pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth by the Parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. To the extent that staffing and resources allow, WSSC's services at the MC Office shall include:

- a. Coordinate WSSC approvals necessary for building permit release.
- b. Perform reviews of electronic water and/or sewer-related plan submittals, including Systems Extension Permits, Site Utility Plans, Minor Site Utility Plans, Hydraulic Analysis submittals (coordination may be required with other WSSC staff) and Maryland-National Capital Park and Planning Commission Preliminary Plans.
- c. Provide guidance and information regarding its processes, provide a single coordinated response whenever possible, and only refer persons to appropriate WSSC offices when necessary.
- d. Pursue integration, as technology allows, between WSSC's Energov system and the County's Hansen system.

- e. Participate with County staff in coordination and design consultation for complicated, strategic and large projects and other private development and construction related meetings for improved coordination of development, where a WSSC issue is involved.
- f. Participate with DPS in issue resolution meetings as part of the development subdivision/site plan approval process where a WSSC issue is involved.
- g. Manage service connections and/or plumbing permits electronically via its e-Permitting system, once the program is operational. It is the intention of the Parties to have the next generation e-permitting system of both WSSC and the County able to share data with each other.
- h. Provide equipment, maintenance and operation for a future WSSC information kiosk.

Collectively, the "WSSC Services."

2. The County shall provide the MC Office as a self-contained, secure office space as shown on Attachment 1, without charge, to staff WSSC employees. The MC Office shall contain an approximately 136 square foot office secured by a lockable door and a 65 square foot workstation as shown on Attachment 1. The County shall provide sufficient electric, data and voice ports to accommodate a standard computer, telephone and desktop printer for each of up to four persons including the conference room. The County agrees to supply the data/voice/video cable infrastructure without charge to WSSC. The County also agrees to coordinate with the County's Landlord for WSSC to install a dedicated WAN circuit (secure) from WSSC to the communication closet and to install other required communication and End-Point (PC's, printers, fax machines, video machines, plotters, video-conferencing equipment, etc.) hardware provided by WSSC. WSSC shall use the MC Office only for the purpose of providing WSSC Services.

The Parties further understand that in approximately 5 years, DPS is to be relocated to the County's site in Wheaton. The Parties anticipate that WSSC's MC Office space within the County's site in Wheaton will be up to an estimated 800 sf, but the precise area and location of the space has not been determined. DPS will coordinate a meeting with the County Department of Transportation to discuss the details for WSSC's MC Office space within the County's site in Wheaton. The ultimate area, layout and location of the space shall be subject to agreement of the parties.

3. WSSC shall determine the number of employees necessary as well as the technical skill level and managerial level of the employees to provide WSSC Services at the MC Office. The County shall provide the desks, tables, chairs, file cabinets, and office furniture shown on Appendix A, without charge, for WSSC staff to perform their work. The County shall provide a location outside of the MC Office for a self-service WSSC kiosk. The County shall provide the

MC Office space and kiosk location with sufficient electric service and telephone service without charge.

4. WSSC shall provide its staff with adequate computer equipment and software to perform the WSSC Services. WSSC shall, through its Information Technology team ("IT"), provide WSSC's employees within the MC Office adequate connectivity to WSSC's network. WSSC's IT shall be responsible for the maintenance, repair and service requirements of the computer equipment, software and network connection within the MC Office and to the WSSC kiosk. WSSC employees shall be subject to WSSC's standard procedures and policies regarding the use and operation of the WSSC's computer equipment and network system.

5. The County shall not have access to WSSC's computer network or files without the express written approval from WSSC's Development Service's Group Leader.

6. WSSC shall not have access to the County's computer network or files without the express written approval from the County.

7. The County shall provide WSSC staff keyed access to its MC Office within the DPS leased space and shall ensure that the MC Office is clean, properly maintained and secure in the same manner as the DPS space.

8. The County shall lease 2 non-reserved parking spaces for the 2 WSSC employees working in the MC Office Space. If WSSC moves a third employee to the MC Office to perform the WSSC Services, the County shall provide a third non-reserved parking space for the employees. The parking spaces shall be located within the parking garage associated with the building or in other parking facilities available to County employees in the area known as the Rockville core. When DPS offices are relocated to Wheaton, the WSSC MC Office will move with DPS and the County will provide WSSC with 2 to 3 (depending on number of WSSC employees permanently located in the MC Office Space) non-reserved parking spaces in one of the parking garages made available to County employees assigned to work in the Wheaton building.

9. WSSC shall not accept any payments at this location; however, after the implementation of the e-Permitting system, WSSC will provide electronic payment options with the issuance of permits.

10. The signing of this MOU does not convey to the Parties any other duty or authority than those specifically stated. The County agrees and understands that the personnel staffing the MC Office will be WSSC employees and that these WSSC employees shall abide by and be subject to WSSC's Personnel Policies and Procedures. WSSC employees shall not work during WSSC's recognized paid holidays and weather events. In the event of closure of County offices for inclement weather, County holidays or any other event, the MC Office shall be closed. DPS shall provide WSSC's co-located employees with a copy of its plan for continuity of operations.

In the event of inclement weather or an emergency, WSSC shall provide DPS with contact information (telephone number) for the WSSC employees.

11. This MOU shall be in effect for a term of five (5) years, beginning on the date of this MOU. The Parties may extend the term for an additional five (5) year period and execute an extension to the MOU by notifying the other party no later than 120 days prior to termination of its request to extend the MOU term. Either Party may terminate this Agreement upon 180 days written notice. It is understood that the County, will have the right to terminate this MOU without such required notice at any time, if deemed necessary in the interest of the County.

12. WSSC personnel acting under the terms of this MOU are performing duties within the course and scope of their employment. The provisions of the Local Government Tort Claims Act, Annotated Code of Maryland, Courts and Judicial Proceedings Article, Section 5-301 et seq., and any applicable defenses and immunities available to WSSC will apply to any allegations of negligence or wrongful acts or omission.

13. Montgomery County personnel acting under the terms of this MOU are performing duties within the course and scope of their employment. The provisions of the Local Government Tort Claims Act, Annotated Code of Maryland, Courts and Judicial Proceedings Article, Section 5-301 et seq., and any applicable defenses and immunities available to the County will apply to any allegations of negligence or wrongful acts or omission.

14. Evidence of WSSC's self-insurance coverage shall be provided in writing upon request by the County.

15. The Parties understand that, because of the mutual promises made herein, no monetary consideration shall be given in performance of services under this MOU. The maximum amount payable under this MOU shall not exceed Zero Dollars (\$0.00).

16. The Parties agree that this MOU does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Parties and their respective personnel. Neither WSSC nor the County is authorized to enter into or commit the other party to any agreements. WSSC and the County shall not represent itself as the agent or legal representative of the other party.

17. Further, WSSC and its agents and employees shall not be entitled to participate in any of the County's benefits, including without limitation any health or retirement plans. WSSC and its agents and employees shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided in this MOU.

18. The County shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, Social Security, withholding tax, or other

taxes or withholding for or on behalf of WSSC or any other person consulted or employed by WSSC in performing services under this MOU.

19. WSSC understands that the County leases the space at 255 Rockville Pike on behalf of DPS. A copy of the lease and combined amendment can be found at http://www.montgomerycountymd.gov/DGS/Resources/Files/ORE/Leases/Rockville_Pike_255_Flr1and2_Lease_12_2_97.pdf, and

<http://www.montgomerycountymd.gov/DGS/Resources/Files/ORE/Leases/255-Rockville-Pk-combo-lease-ammend.pdf> (together, the “Lease”). WSSC agrees that it will not take any action or fail to take an action that will cause the County to be in violation of the Lease. This MOU only bestows a license upon WSSC with respect to its use of the MC Office at 255 Rockville, Maryland 20850. No interest in real or personal property is intended to, nor shall be passed to WSSC upon the execution and performance of this MOU.

20. This MOU may only be amended by an instrument executed and delivered by each party hereto.

21. This MOU constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior negotiations, discussions and communications.

22. Each of the undersigned signatories acknowledges and certifies that he or she has full authority to execute this MOU.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, WSSC and the County have hereunto set their hands and seals in the day and year above written.

WITNESS

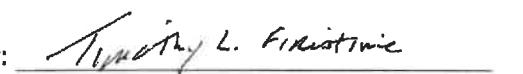


WASHINGTON SUBURBAN
SANITARY COMMISSION

By: 
Jerry N. Johnson
General Manager

WITNESS

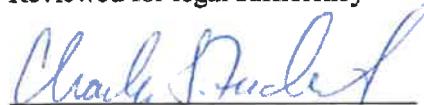
MONTGOMERY COUNTY, MARYLAND

By: 

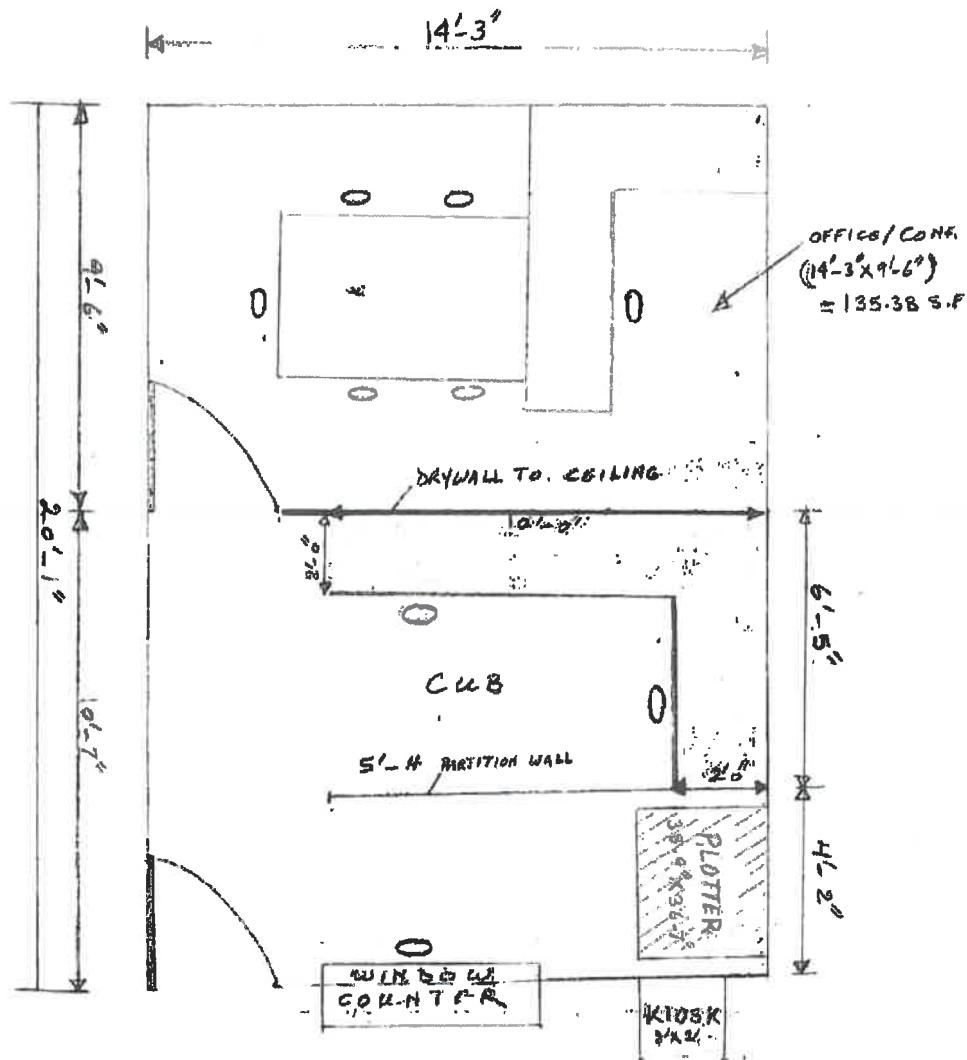
Reviewed and Approval Recommended.

By: 

Reviewed for legal sufficiency



ATTACHMENT 1



OPTION B

OK by Mr. Tapia
8/4/14

20140502-00014562

REC

2014 MAY 02



OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Isiah Leggott
County Executive

May 1, 2014

Gene W. Counihan, Chair
Chris Lawson, Vice Chair
Washington Suburban Sanitary Commission
14501 Sweitzer Lane
Laurel, Maryland 20707

Dear Messrs. Counihan and Lawson:

I understand that the Washington Suburban Sanitary Commission (WSSC) is willing to co-locate WSSC permitting staff in the respective Counties to help each with their respective One-Stop-Shop permitting offices and to provide better service and accessibility for the residents and businesses of each County. We truly appreciate WSSC's willingness to work with us towards the common goal of better coordination and more convenience for our residents and businesses as we continually work to improve services delivery for our constituents.

Montgomery County welcomes the opportunity to have 2 to 3 WSSC permitting staff co-located in its Department of Permitting Services' (DPS) office. When DPS was established as a One-Stop-Shop, space was included for WSSC permitting use. In fact, DPS recently prepared a Program of Requirements for its move to Wheaton (where it will be co-located with the Montgomery County MNCPPC and the Department of Environmental Protection) and included space for WSSC staff. The new Wheaton building will be another step forward towards completion of One-Stop-Shop services for our customers and for better coordination and collaboration among various agencies involved in the preparation of long-term master plans and approval of plans and permits for development within Montgomery County.

I am writing this letter to confirm my request that WSSC provide 2-3 full time staff (preliminarily, an engineer/supervisor, a project manager who can provide plans review and customer service and possibly a permit technician) to be located in the DPS offices at 255 Rockville Pike. My hope is that we can have a memorandum of understanding signed in the next 60 days and that WSSC services at 255 Rockville Pike can begin later this calendar year.

This is a very exciting opportunity for more unified, coordinated and convenient delivery of services. There are many possibilities that will benefit our customers, the Commission and the County. Potential opportunities include coordinated case management and design consultations for complicated, strategic and/or large projects; improved signoff on permits; DRC participation and issue resolution (with a focus on developing web-based meeting



Gene W. Counihan, Chair
Chris Lawson, Vice-chair
May 1, 2014
Page 2

participation); acceptance of permits (electronic or paper for as long as paper is accepted); issue resolution during design including easement conflict/overlaps; development of a one-stop portal; coordination of respective information systems and pooling of data; policy development involving multiple agencies including WSSC; improved coordination for right-of-way and grading reviews and permits; processing of code modifications; utility coordination; community support; and even possible additional MC311 coordination and interaction, etc.

DPS will provide space, furniture, phone service and internet connectivity for the WSSC staff at no cost in its current office and at its planned offices in Wheaton. The exact parameters and requirements of the space are to be determined. WSSC will provide the above-referenced staff at no charge to the County. DPS will also provide 2-3 monthly parking passes at no charge for WSSC staff in the 255 Rockville Pike garage, depending on pass availability (and reasonableness of cost) or at another reasonable location within a two block radius.

More specific terms of the services to be provided and the space needs will be resolved in the above mentioned memorandum of understanding. This letter is intended to serve as a non-binding letter of intent, and I would appreciate your acknowledgement and preliminary agreement to its terms by countersigning in the below indicated space.

Again, I am very pleased at WSSC's willingness to work with the County on an enhanced One-Stop-Shop as the end result is improved and more convenient services for the residents and businesses of Montgomery County.

Sincerely,



Isiah Leggett
County Executive

c: Craig Rice, Council President
Timothy Firestone, Chief Administrative Officer
Jerry Johnson, General Manager
Bob Hoyt, Director, Department of Environmental Protection
Jennifer Hughes, Director, Office of Management and Budget
Diane Schwartz Jones, Director, Department of Permitting Services

[signature page follows]

Gene W. Counihan, Chair
Chris Lawson, Vice-chair
May 1, 2014
Page 3

The terms of this nonbinding letter of intent are acceptable to the Washington Suburban Sanitary Commission this day of May, 2014. WSSC understands that the specifics of the co-location are to be provided in a memorandum of understanding to be entered into between WSSC and Montgomery County.

WASHINGTON SUBURBAN SANITARY COMMISSION

Gene W. Counihan, Chair

Chris Lawson, Vice Chair



Washington Suburban Sanitary Commission

14501 Sweitzer Lane • Laurel, Maryland 20707-5901

COMMISSIONERS
Gene W. Counihan, Chair
Chris Lawson, Vice Chair
Omar M. Boulware
Mary Hopkins-Navies
Hon. Adrienne A. Mandel
Dr. Roscoe M. Moore, Jr.

GENERAL MANAGER
Jerry N. Johnson

June 17, 2014

**The Honorable Isiah Leggett
Montgomery County Executive
Executive Office Building, 2nd floor
101 Monroe Street
Rockville, Maryland 20850**

Dear County Executive Leggett:

I write in response to your letter of May 1, 2014 wherein you described the County's interest in WSSC's participation in the County One-Stop-Shop permitting office. It was my understanding at the time that there had been productive on-going discussions around this concept for some time among WSSC and County staff. The discussions have included things like temporary as well as long-term permanent space and space requirements, IT connectivity and specifications, specific functions expected to be performed, timing for initial co-location, and size of staff compliment.

The co-location has also been discussed and reviewed by the six WSSC Commissioners. The Commissioners have accepted the concept and to that end authorized the General Manager to request four additional work years as a part of the FY 2015 budget in order to support the activity. As you may know the budget was amended to include the four positions without additional funding for the upcoming fiscal year (the funding will come from other budget reductions or staffing vacancies). The four positions were approved at the May 8th Bi-County Council Meeting, and the budget will be formally adopted by the Commissioners at our June 18th meeting. These positions are slated to support the co-location efforts in both Montgomery and Prince George's Counties.

With all the actions taken and the fact that staff is actively engaged in the preparation of the Memorandum of Understanding (MOU), it is my hope that the final MOU will be completed within the next 45 days and as you requested we can begin staffing the temporary co-location site before year's end.

The Honorable Isiah Leggett
June 17, 2014
Page 2

I along with the management and staff look for this concept to be a successful and productive one for both counties, WSSC and the customers we serve.

Sincerely,



Gene Counihan
Chair

c: The Honorable Craig Rice, Montgomery County Council President
Timothy Firestone, Montgomery County Chief Administrative Officer
Jerry Johnson, General Manager, WSSC
Bob Hoyt, Montgomery County Director of Environmental Protection
Jennifer Hughes, Montgomery County Director of Management & Budget
Diane Schwartz Jones, Montgomery County Director Permitting Services

Appendix A

Manager's Office –

1Desk
1Work Desk with hutch
Tall matching Book shelve
Computer Chair
Conference Table & 4 Chairs

Staff Work Stations –

Installed L-shape work station
2 File cabinets
3 computer Chairs (2 for employees & 1 for window counter)

AMENDMENT NO. 1

TO

MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT NO. 1, entered into by and between the WASHINGTON SUBURBAN SANITARY COMMISSION, a public body corporate and bi-county agency of the State of Maryland (“WSSC”) and MONTGOMERY COUNTY, MARYLAND, a public body corporate and politic (“County”), collectively referred to herein as the “Parties,” is made effective as of this 11 day of February, 2020.

WHEREAS, on March 10, 2015, the Parties entered into a Memorandum of Understanding (the “MOU”) whereby the Parties agreed, in order to provide a one-stop-shop approach for the permitting process, to co-locate into a single location certain permitting and design plan review services associated with development and redevelopment projects in Montgomery County, Maryland; and

WHEREAS, the MOU was entered into for a term of five (5) years and is currently set to expire on March 10, 2020 (the “Expiration Date”); and

WHEREAS, sometime in the year 2020, the Parties intend to move the site of the co-located services from the current site at 255 Rockville Pike, Second Floor, Rockville, Maryland 20850 to a newly constructed site at 2425 Reddie Drive, Floors 6-8, Wheaton, Maryland 20902 (the “Wheaton Site”); and

WHEREAS, the Parties each consent to the extension of the term of the MOU for a period of five (5) years; and

WHEREAS, the Parties each consent to the relocation of the site of the co-located services to the Wheaton Site; and

WHEREAS, the Parties desire to amend specific terms and conditions in the MOU to extend the Expiration Date of the MOU; and

NOW, THEREFORE, for and in consideration of the promises and undertakings stated herein, the receipt and sufficiency of which consideration are hereby acknowledged, it is agreed between the Parties hereto that the MOU is hereby amended as follows:

1. This Amendment No. 1 shall become effective as of the date written on the first page of this Amendment (“Amendment Effective Date”).
2. The MOU, which is attached hereto, is incorporated by reference and made a part of this Amendment No. 1.
3. The MOU Expiration Date is extended to March 10, 2025, pursuant to the Parties’ mutual agreement.

4. Paragraph 2 of the MOU is hereby amended by striking the second paragraph of Paragraph 2 and substituting it with the following:

The Parties further understand that when DPS is relocated to the Wheaton Site, WSSC's MC Office space will be on the 8th floor of the Wheaton Site and consist of approximately 530 square feet of space. The self-service WSSC kiosk will be located in the Customer Lobby on the 7th floor of the Wheaton Site. WSSC's MC Office space is as shown on Attachment 2 to this Amendment No. 1.

5. Paragraph 11 of the MOU is hereby stricken and substituted with the following:

This MOU shall be in effect for a term of five (5) years, beginning on the date of this MOU and end on March 10, 2025. The Parties may extend the term for an additional five (5) year period and execute an extension to the MOU by notifying the other party no later than 120 days before termination of its request to extend the MOU term.

Either Party may terminate this Agreement upon 180 days written notice. It is understood that the County will have the right to terminate this MOU without such required notice at any time, if deemed necessary in the interest of the County.

6. Paragraph 19 of the MOU is hereby amended by adding a second paragraph as follows:

WSSC further understands that the County will lease the Wheaton Site on behalf of DPS. A copy of the County's lease for the Wheaton Site (the "Wheaton lease") will be given to WSSC. WSSC agrees that it will not take any action or fail to take any action that will cause the County to be in violation of the Wheaton lease. This MOU only bestows a license upon WSSC with respect to its use of the MC Office at the Wheaton Site. No interest in real or personal property at the Wheaton Site is intended to, nor shall be passed to WSSC upon the execution and performance of this Amended MOU.

The Parties further agree to the following additional terms:

7. Severability: If any term or provision of this Amendment, the MOU, or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the provisions contained in this Amendment, the MOU, or their application to persons or circumstances, other than those against whom or which such term or provision is invalid or unenforceable, shall not be affected thereby; and each term and provision of this Amendment or the MOU shall be valid and enforceable to the fullest extent permitted by applicable laws.
8. Integration: This Amendment and the MOU, and the other documents incorporated hereby by reference, represent the entire and integrated agreement between the Parties and supersede all prior negotiations, representations, or agreements, either written or oral. This Amendment may be further amended only by written modification signed by both Parties.

9. **Authorization:** The County and WSSC each warrants, represents, and covenants that the execution and delivery of this Amendment has been duly authorized by all requisite corporate action of each party and that the person so executing and delivering this Amendment on behalf of each party is duly authorized to do so.
10. **Governing Law:** This Amendment and any applicable provisions of the MOU shall be construed and enforced in accordance with, and governed by, the laws of the State of Maryland.

All other terms and provisions of the Agreement shall remain in force, unchanged. If there is conflict between this Amendment and the MOU, the terms of this Amendment will prevail.

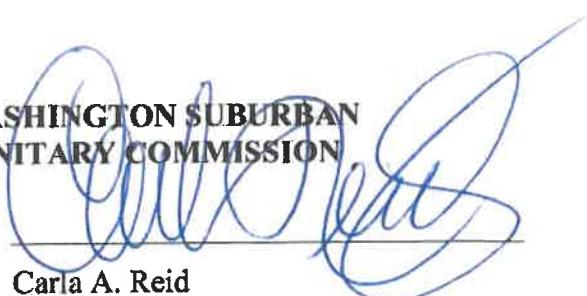
IN WITNESS THEREOF, the parties have caused this Amendment to be executed by each of them or their duly authorized representatives as of the day and year written below.

[SIGNATURES ON NEXT PAGE]

WITNESS

Cindy Bell

**WASHINGTON SUBURBAN
SANITARY COMMISSION**

By: 

Carla A. Reid
General Manager/CEO

Reviewed for form and legal sufficiency:

Rahel J. Kifle
Rahel Jerusalem Kifle, Associate Counsel

WITNESS

**MONTGOMERY COUNTY,
MARYLAND**

By: 

Hadi Mansouri
Acting Director
Montgomery County Department of
Permitting Services

Reviewed for form and legal sufficiency.

Charles L. Frederick
Charles L. Frederick, Associate County Attorney
Office of the County Attorney

EXHIBIT E
Location of County Representative
(diagram showing the location of the office for the County Representative)

EXHIBIT E
Location of County Representative

