

Parcel ID No.: 04-03502892

LEASE AGREEMENT

THIS Lease Agreement ("**Agreement**"), is entered into the 22 day of March 2018 (the "**Effective Date**") by and between 10101 Grosvenor Park Condominium Association, a Maryland condominium association, successor in interest to Grosvenor House Associates Limited Partnership, having a mailing address of 10101 Grosvenor Place, Rockville, Maryland 20852 ("**Landlord**") and Montgomery County, Maryland, 101 Monroe Street, Rockville, MD 20850, a body corporate and politic and a political subdivision of the State of Maryland, (the "**County**"), and collectively (the "**Parties**").

EXHIBITS

Exhibit A: Legal Description of the Property

Exhibit B: Description of Leased Premises

Exhibit C: Inventory of Wireless Communications Equipment to be Located on the Leased Premises

RECITALS

WHEREAS, Landlord is the owner of certain real property located at 10101 Grosvenor Place, Rockville, Montgomery County, Maryland, as is more particularly described in **Exhibit A** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, the County has identified the Property as a desirable location for the County's communication equipment; and

WHEREAS, the purpose of this Agreement is to permit the County to lease the Property in order to install, operate and maintain a wireless telecommunications facility ("**Communications Facility**"); and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Leased Premises and Use:

- a. Landlord leases to the County a portion of the Property, which is more particularly described and illustrated in **Exhibit B**, attached hereto and made a part hereof ("**Leased Premises**"). The County shall be permitted to install, operate and maintain at the Leased Premises antennas on the rooftop of the building located at the Property, together with an equipment shelter also to be located on the rooftop of said building, and a generator

to be located on the grounds adjacent to said building. All work by County shall be performed subject to Landlord's prior written approval of the Plans (as defined below), such approval not to be unreasonably withheld, conditioned or delayed, and in compliance with applicable Laws.

- b. Other than the Leased Premises and subject to the terms of this Agreement, Landlord reserves the right to lease and/or license other portions of the Property, the Property and/or the rooftop to other parties for telecommunications transmitting or receiving sites during the Term of this Agreement.
- c. County has visited and inspected the Property and the Leased Premises and accepts the physical condition thereof in its "AS-IS" condition, and County acknowledges that no representations or warranties have been made to County as to the condition, structural or functional sufficiency, or any other physical condition or operational condition of the Property or the Leased Premises. County is responsible for determining all aspects as to the acceptability and adequacy of the Leased Premises for County's intended use. Landlord makes no warranty or representation whatsoever concerning the suitability of the Property or the Leased Premises for the installation and operation of County's equipment or the quality of transmissions or receptions of any of County's equipment situated in the Building.
- d. Prior to installing or allowing any Communications Facility to be installed in or on the Leased Premises, County shall submit to Landlord and Columbia Wireless Facilities, LLC, Landlord's telecommunication site consultant ("CWF"), three (3) copies of detailed engineering plans and specifications ("Plans") of the planned installation, consistent with industry standard scales and symbols, depicting all electronic and physical features of the Communications Equipment (defined below), which Plans shall include, but shall not be limited to: (1) location of all Communications Equipment; (2) technical description and specifications of the Communications Equipment, and; (3) the proposed layout of the Communications Equipment. The Landlord shall review, and provide County with written approval, which approval shall not be unreasonably withheld, delayed or conditioned, so long as the water-tight integrity of the Property shall not be adversely affected and no roof, wall or floor slab penetration will be made except as shown on the Plans. County shall be required to have its submitted Plans stamped by a professional engineer. Landlord's approval of any installation is not a representation that such installation of the Leased Premises is in compliance with all applicable Laws, ordinances, rules and regulations or that it will not cause interference with other communications operations on the Property. County will notify Landlord at least ten (10) business days prior to commencing County's installation. County and County contractors (the "County Contractors") will at its own cost and expense deliver to Landlord and CWF a certificate

of insurance confirming that the insurance required under Section 13 of this Agreement, covering the risk during the course of performance of County's installation, has been obtained and is in place. County Contractors will name Landlord and CWF as additional insureds under all contractor's commercial general liability insurance policies.

- e. County agrees to construct, operate and maintain the Leased Premises in proper operating condition and within industry accepted safety standards. County shall promptly repair any damages to the Leased Premises, Property, and Roof Area which result from County's use of the Leased Premises. County shall use commercially reasonable efforts to match as nearly as possible the color of any antennas to the existing facade of the Property, and Landlord's review of County's Plans shall include a review of the appearance of the planned installation. All cable runs, conduit and sleeving shall be installed in a clean and professional manner. Cables and transmission lines shall be routed and attached in accordance with good industry practices.
- f. The Leased Premises shall be limited for use by the County for the purposes of installing, operating, maintaining, repairing, upgrading and replacing the communication equipment described in **Exhibit C** attached hereto and made a part hereof ("**Communications Equipment**") and installing utilities to provide utility service to the Communications Equipment. As used in this Agreement, Communications Equipment will include antennas, cables, equipment cabinets, shelters, generators, fuel tanks and any and all structures and equipment needed to construct, operate or maintain the Communications Facility. The County is permitted to construct a security fence to secure the Communications Equipment at the Leased Premises, so long as said construction is in conformance with all applicable laws.

2. Access for Ingress & Egress to Leased Premises:

- a. Landlord grants the County access at all times (24 hours/day, 7 days/week), on foot or by motor vehicle, including trucks, to the Leased Premises from adjacent public right-of-way ("Access Area"). This includes access to the roof of the subject building at 10101 Grosvenor Place ("Building").
- t. b. The Parties recognize and understand that the period of original construction during which the County will be installing and testing the Communications Equipment will be approximately twenty (20) non-consecutive weeks. Landlord recognizes and understands that the County and/or its contractors will be utilizing a crane during the period of original construction to install the Communications Equipment. During the period of original Construction, the County and/or its contractors will be

utilizing parking spaces as determined by Landlord for parking trucks used to deliver material and equipment. The installation work will include space for staging and use of a crane in front of the Building. The Parties will conduct a pre-construction meeting prior to installation to discuss the details of the construction plans. During original construction County acknowledges that construction noise is not to interfere with the normal day to day operation of the building. County may be required to perform certain tasks during specified hours for the purposes of noise interference with the tenants of the building at Landlord's sole discretion

- c. The Parties recognize and understand that a technician from the Montgomery County, Department of Technology Services, Radio Communication Services commonly known as the Radio Shop ("Radio Shop") will make routine inspection and maintenance visits as well as emergency visits to the Leased Premises. Landlord agrees to furnish a key to the Building and roof after the Effective Date to be used exclusively by technicians employed by the Radio Shop for the purpose of accessing the Leased Premises.

3. Term and Commencement Date:

- a. This Agreement shall be effective as of the date of execution by both Parties (the "**Effective Date**"). The initial term of the Agreement shall be five (5) years ("**Initial Term**"). The commencement date for the Initial Term shall be the earlier to occur of: (i) the first (1st) day of the month following the month in which the County obtains its final permits and Government Approvals (defined in 6b below) to construct the Communications Facility, or (ii) the first day of the month which is nine (9) months after the Effective Date, unless otherwise agreed in writing prior thereto by Landlord ("**Commencement Date**"). Landlord and the County agree that they shall execute a written acknowledgement confirming the Commencement Date. In the event that the County has not received all necessary approvals for use of the Leased Premises within eighteen (18) months from the Effective Date, the County may terminate this Agreement immediately without further liability hereunder. Landlord may extend the time period for the County to obtain all necessary approvals upon the County's written request for an extension which must be accompanied by evidence that it has been and is continuing to diligently pursue the required approvals.
- b. This Agreement will automatically be extended at the end of the Initial Term for three (3) additional renewal terms of five (5) years in each term (individually, a "**Renewal Term**"), unless (i) the County is in default of the Agreement at the end of the then current term or at the commencement of the Renewal Term and Landlord has provided at least thirty (30) days'

written notice to the County that Landlord will not renew the Lease, or (ii) the County terminates the Lease at the end of the then current term by giving Landlord written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term, or (iii) the Agreement is terminated earlier in accordance with the provisions of this Agreement. Each Renewal Term shall be upon the same terms and conditions which were in effect before the end of the last Renewal Term with the appropriate rental rate increases defined in Section 4. If County's subject installation remains upon the Leased Premises following the expiration or termination of this Agreement, such use shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement except that the monthly Fee Payment (as hereinafter defined) shall be in the amount of one hundred and fifteen percent (115%) of the monthly Fee Payment in effect at the expiration or earlier termination of this Agreement prorated to the date County removes from the Leased Premises, its Communication Facility, and all of its other equipment, cables, facilities, and improvements. Nothing contained herein shall grant County the right to holdover after the term of this Agreement has expired beyond the Removal Period

- c. The Initial Term, and any Renewal Terms, are referred to in this Agreement as the **Term**.

4. Rent:

- a. The County must pay Landlord, as annual rent, Forty-Five Thousand Six Hundred and 00/100 Dollars (\$45,600.00) ("**Fee**" or "**Fee Payment**") in equal monthly installments of Three Thousand Eight Hundred and 00/100 Dollars (\$3,800.00). The initial Fee Payment is due prior to the Commencement Date, and thereafter, in advance, on the first day of each month in which it is due, at Landlord's address specified in Section 4 below.
- b. The Fee increases by three (3) percent annually on each anniversary of the Commencement Date.
- c. If the County fails to pay the Fee to Landlord on the date required in this Section 4, the County must pay a late charge of five percent (5%) of the total amount of the Fee Payment if the Fee Payment is made more than ten (10) calendar days after the due date.
- d. The Fee shall be payable to Landlord on the first day of each calendar month in advance, when due, without demand, offset, abatement, diminution or reduction, payable to Landlord and deliverable to:

10101 Grosvenor Park Condominium Association

c/o Columbia Wireless Facilities, LLC
11140 Rockville Pike, Suite 100-316
Rockville, MD 20852

or to any other person or firm as Landlord may, from time to time, designate in writing to County at least thirty (30) days in advance of any Fee Payment date.

5. Taxes and Operating Expenses:

- a. At the County's sole cost and expense, the County must have separate utility meters installed at the Leased Premises to measure the utility consumption of its Communications Facility. The County must contract with, and make direct payment to the public utility companies for the installation of the utility meters and for all utilities (natural gas and electric) consumed by the Communications Facility
- b. Any tax, assessment, levy, charge, fee, or license directly attributable to the County's leasehold improvements on the Leased Premises ("**Assessments**") must be paid in full by the County within thirty (30) days of the County's receipt of any bill evidencing such Assessment.

6. Permits and Governmental Approvals:

- a. Landlord agrees, at the County's sole cost and expense, to exercise commercially reasonable efforts to cooperate with the County in obtaining any licenses, permits and other approvals required by any federal, state or local authority for the County's use of the Leased Premises and the installation and use of the Communications Equipment.
- b. It is understood and agreed that the County's ability to use the Leased Premises is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any federal, state or local authorities which are required for the County's use of the Leased Premises prior to the Commencement Date of this Agreement. Landlord, at the County's sole cost and expense, will use commercially reasonable efforts to cooperate with the County in its effort to obtain the Governmental Approvals and shall not make any changes to the Leased Premises that would prevent the proposed use thereof by the County.
- c. In the event that, prior to the Commencement Date: (i) any of the County's applications for Governmental Approvals are rejected; (ii) any Governmental Approval issued to the County is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority; (iii)

the County determines that such Governmental Approvals may not be obtained in a timely manner; (iv) the County determines that the Leased Premises is no longer technically compatible for its use; or (v) the County, in its sole discretion, determines that it will be unable to use the Leased Premises for its intended purposes, the County shall have the right to terminate this Agreement. Notice of the County's exercise of its right to terminate this Agreement under this subsection must be made prior to the Commencement Date and must be given to Landlord in writing in the manner required under Section 19.

7. Indemnification:

- a. The County agrees to indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by the County of the Leased Premises or any part thereof occasioned wholly or in part, to such extent, by any negligent act or omission of the County, its agents, contractors, or employees, except in the case of the negligence, wrongful act or omissions of the Landlord, its agents or employees. The County's liability under this paragraph is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Section 5-301 et seq., Courts and Judicial Proceedings Article, Annotated Code of Maryland (together the "County Indemnification Statutes"), all as amended from time to time. This indemnification is not intended to create any rights or causes of action in any third parties or to increase the County's liability over and above the caps provided in the County Indemnification Statutes, as applicable. Nothing herein shall be construed to abrogate, impair, or waive any defense to liability, damages limitation, or governmental immunity of Landlord, its members, officers, employees, or agents pursuant to Maryland law, or otherwise.
- b. Landlord shall not be responsible for any loss or damage to the Communications Equipment or the Communications Facility or for damage to any person or any property in or upon the Leased Premises, except to the extent such loss or damage arises out of the misconduct or negligence of Landlord or any of the Landlord's agents, servants, or employees, and will indemnify County for any such loss or damage that arises from same.

8. Compliance with Law:

The County must, at its sole cost and expense, comply with all of the applicable requirements of the county, municipal, state, federal, and other applicable governmental, authorities, now in force, or which may hereinafter be in force.

9. Electrical or Magnetic Interference:

- a. Section 9(a) applies to the time prior to system installation, during system installation, and at the time the County's P25 radio system goes live. The County warrants that its Communications Equipment will not materially interfere with use and enjoyment of the property by Landlord or any third party located at the Property, including material interference with the communications system of Landlord or any such third party. Material interference must be measured in accordance with industry standards at the time of the alleged material interference. In the event a material interference is identified as being caused by the County's Communications Equipment, the County will immediately power-down the equipment causing the interference (permitting power-up for intermittent testing) until such interference issue is resolved.
- b. Section 9(b) applies to the time after the County's P25 radio system goes live. Landlord warrants that it shall not allow any use of the Property by it or any third party to cause material interference with the County's use of the Leased Premises. In the event of such material interference, Landlord will immediately require the interfering party to immediately power-down and disable the interfering equipment until such interference issue is resolved, and later powering up such equipment for intermittent testing must be accomplished in the manner required by the County and the applicable safety organizations whose operations were materially interfered with. If the material interference is not remedied within thirty (30) days of the County's initial notice to Landlord, the County may terminate this Agreement, in addition to the right to pursue any available legal or equitable remedies. Landlord and CWF shall not be liable in any respect for damages to either person or property nor shall County be relieved from fulfilling any covenant or agreement hereof as a result of any temporary interference.

10. Survey Period:

- a. After the Effective Date, the County shall have access to the Leased Premises during business hours for the purpose of performing necessary engineering surveys, inspections, environmental testing and other reasonably necessary tests relating to the County's proposed use of the Leased Premises. The County must provide Landlord with advance written notice of each exercise of its rights under this Section 10. The surveys and inspections by the County may not disturb any of the Leased Premises without Landlord's consent, and the County will restore to its prior condition any portion of the Leased Premises disturbed by the County within ten (10) days of any disturbing activity.

11. Improvements:

- a. Installation and maintenance of the County's Communications Equipment must be done at the County's sole expense, using contractors who are fully licensed to perform the work, Such work must be performed in accordance with all applicable laws
- b. The County must not damage the Property, the Leased Premises or any personal property or fixtures located on the Property and must repair any damage caused by the County or its employees, agents or contractors within thirty (30) days' after receiving notice of the damage from Landlord to the same condition as it was before the damage.
- c. It is understood and agreed by and between the Parties that the Communications Equipment remains, at all times, the property of the County, and the County shall have the right to remove, replace and upgrade the same, as provided in Paragraph 1(b), at any time during the Term, whether or not the Communication Equipment is considered to be fixtures and attachments to real property under applicable laws. It is further agreed that upon the expiration or earlier terminations of this Agreement the County shall, at its sole cost and expense, remove the Communications Equipment and return the Leased Premises to its condition on the Effective Date, reasonable wear and tear expected.
- d. County shall submit to Landlord two (2) copies of as-built drawings (including, but not limited to the location of all conduit and electrical connections). If there has been a material change to the Plans after its initial installation, within twenty (20) days after such a material change, County shall submit to Landlord two (2) copies of as-built drawings showing such change.

12. Maintenance:

- a. The County must maintain the Leased Premises free of hazards and debris and in good condition and in a safe state of repair and without interfering with the Landlord's use of the Property.
- b. Landlord shall maintain the Property and the Access Area in good condition and safe state of repair and must avoid interference with the County's use of the Leased Premises and the Access Area. The Landlord must maintain the Property in a such a state that grass, vegetation, and natural or man-made items located on the grounds do not interfere with the County's access to the Communications Facility and Communications Equipment.

13. Insurance:

The County shall obtain and maintain during the term of this Agreement, and any extension thereof, general liability insurance with bodily injury limits of \$400,000 per person, \$800,000 per occurrence, and property damage insurance with a limit of \$400,000. The County shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act, Section 5-301 et seq., Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended (the "LGTC"). If the LGTCA is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease.

14. Access:

- a. Landlord shall have access to the Leased Premises for the purpose of inspecting, maintaining, and repairing the Leased Premises, provided that such access does not interfere with the County's operations, and upon 48 hours prior notice to the County by phone to the County at 240-773-8000 , except in an emergency upon which occurrence no notice will be required, but Landlord will provide notice to the County as soon as reasonably possible under the circumstances.
- b. At no time shall the Landlord have access to the interior of the County's shelter. The Landlord may have access to the County's generator in the case of an Emergency.

15. Default; Remedies:

- a. Tenant Default. In the event there is a breach by the County with respect to the County's obligations under this Agreement, Landlord shall give the County written notice of the breach.

After receipt of such written notice, the County shall have fifteen (15) business days in which to cure any monetary breach or thirty (30) days in which to cure any non-monetary breach

The County shall have an extended period as may be required beyond the thirty (30) days, up to and including one hundred eighty (180) days, if the nature of the cure is such that it reasonably requires more than thirty (30) days, and

- (i) the County commences the cure within the thirty (30) day period,

- (ii) provides a plan to complete the cure within a reasonable time that is approved in writing by Landlord, and
- (iii) thereafter continuously and diligently pursues the cure to completion.

Landlord may not maintain any action or effect any remedies for default against the County unless and until the County has failed to cure the breach within the time periods provided in this subsection. Upon the County's default and failure to timely cure, Landlord may proceed to terminate this Agreement and recover possession, in addition to any other rights and remedies available to it for such default under the laws of Montgomery County Maryland and the State of Maryland. County's outstanding liabilities existing as of the early termination of the term of this Agreement shall survive such termination.

- b. Landlord Default. In the event there is a breach by Landlord with respect to any of the provisions of this Agreement or its obligations under it, the County shall give Landlord written notice of such breach.

After receipt of such written notice, Landlord shall have thirty (30) days in which to cure any such breach.

Landlord shall have such extended period as may be required beyond the thirty (30) days, if

- (i) the nature of the cure is such that it reasonably requires more than thirty (30) days,
 - (ii) Landlord provides a plan to complete the cure within a reasonable time that is approved in writing by the County, and
 - (iii) Landlord commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.
- c. The County may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this subsection. Upon Landlord's default and failure to timely cure, the County may terminate this Agreement, in addition pursuing any other rights and remedies available to it for such default under the laws of the State of Maryland.

16. Equipment Removal and Leased Premises Condition.

Upon the termination or the expiration of this Agreement, the County must remove the Communications Facility and Communications Equipment, returning the Leased Premises to its condition on the Effective Date, subject to reasonable wear and tear, within one hundred twenty (120) days. Fee Payment shall be due until such time as the County's

equipment is removed. After one hundred twenty days, if the removal is not complete County shall continue to pay the Fee Payment at One Hundred and Fifteen percent (115%) of the Fee Payment due the preceding month until the County's equipment is removed.

17. Assignment and Subleasing:

- a. Any assignment of this Agreement or subleasing of any portion of the Leased Premises requires the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

18. Intentionally Left Blank

19. Notice:

Any and all notices or other written communications required or permitted hereunder shall be in writing, sent same day via courier or mailed postage prepaid via United States Registered Mail, Certified Mail or overnight delivery service as follows:

If to the County:

Department of Technology Services
PSSM Radio System Infrastructure Project
Attn: Gerry Adcock, Radio System Manger
16647 Crabbs Branch Way
Derwood, MD 20855

With a copy to:

Montgomery County, Maryland
Office of County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850

With a copy to:

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

If to Landlord:

10101 Grosvenor Park Condominium

c/o Commsource Management
10101 Grosvenor Place
Rockville, MD 20852

With a copy to:

Columbia Wireless Facilities, LLC
9410 Holland Avenue
Bethesda, MD 20814

The date of receipt of the notice or other written communication shall be deemed to be three (3) days after date of the postmark, or the date of the signed receipt if sent by courier or sent by a nationally recognized delivery service such as Federal Express.

20. Successors and Assigns:

- a. This Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this Agreement.
- b. All rights and liabilities under this Agreement shall extend to the successors and assigns of the Parties hereto. Provided, however, this Section 20 does not permit assignments of this Agreement by either party that do not conform to the requirements of this Agreement.

21. Representations, Warranties & Eminent Domain:

- a. Landlord hereby represents and warrants that it has full authority to enter into this Agreement and that the party executing this Agreement has the power and authority to bind Landlord.
- b. The County hereby represents and warrants that it has full authority to enter into this Agreement and that the party executing this Agreement has the power and authority to bind the County.
- c. Landlord hereby represents and warrants that, provided the County has made the Fee Payment as required hereunder, and is otherwise in compliance under this Agreement, the County shall have quiet enjoyment of the Leased Premises.
- d. If the Property or any part thereof is taken by eminent domain exercised by an entity other than the County, this Agreement shall expire on the date when the Leased Premises shall so be taken and the Fee shall be apportioned as of that date. The County shall have the right to make a separate claim with the condemning authority for the value of the County's

improvements and for moving and relocation expenses; provided, however, that such separate claim shall not reduce or adversely affect the amount of Landlord's award.

22. Entire Agreement:

This Agreement is the entire agreement between the Parties on the subject matter to which it applies.

23. Time is of the Essence:

Time is of the essence for the Parties' performance of all obligations in this Agreement.

24. Hazardous Substances:

"Hazardous Substances" shall mean any substance, chemical, waste, product or the like which now or in the future is identified as hazardous, toxic, dangerous or the like, or is regulated or otherwise subject to any Environmental Laws, including, but not limited to, asbestos, polychlorinated biphenyls, urea formaldehyde insulation, and any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under any Environmental Laws. The term "Environmental Laws" shall mean all existing and future Federal, state and local laws, regulations, ordinances and the like relating to the environment, as amended from time to time. Environmental Laws currently include, but are not limited to, the following: the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et. seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et. seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§11001, et. seq.) ("EPCRA"), the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et. seq.) ("OSHA") and the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA").

The County will not use or permit the Leased Premises to be used in violation of any Environmental Laws. The County assumes sole and full responsibility for, and will remedy at its cost, all such violations, provided that the County must first obtain Landlord's written approval of any remedial actions, which approval Landlord may not unreasonably withhold. The County will not use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, under or about the Leased Premises, any Hazardous Substances, nor will the County permit or allow any third party to do so, without Landlord's prior written consent. The foregoing shall not preclude the County from using materials commonly used in the course of operating a wireless communications facility, provided that the County

properly uses, handles and disposes of the same in accordance with applicable law and the manufacturers' instructions with respect thereto.

25. Governing Law:

This Agreement shall be deemed to have been executed in the State of Maryland, and the Parties agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the State of Maryland, and enforced only in the state courts of Maryland.

26. Rights Upon Sale:

If Landlord, at any time during the Term, (i) sells or transfers all or any part of the Property to a purchaser other than the County, or (ii) grants to a third party an interest in, or to, any portion of the Access Area or the Leased Premises, or (iii) transfers or assigns its rights to the Fee Payments, the County hereby consents to the same provided such sale or transfer of the Property, the Access Area, the Leased Premises or the rights to the Fee Payment must be under and subject to this Agreement and any such purchaser or transferee must recognize the County's rights under the terms of this Agreement.

27. Miscellaneous:

- a. No Partnership. Landlord is not a partner, joint venturer or associate of the County in the County's use of the Access Area and the Leased Premises
- b. Non-Discrimination. Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code (2004), as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation or genetic status.
- c. Non-Appropriation. Any obligation or liability of the County arising in any way from this Agreement 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 Local Government Tort Claims Act. If funds sufficient for the County to perform under this Lease are not appropriated, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated. This Agreement is not intended to create any rights or causes of action in

any third parties or to increase the County's liability above the caps established by law.


- d. Contract Solicitation. Landlord represents that it has not retained anyone to solicit or secure this Lease from the County, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed commercial selling or leasing agencies maintained by the Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.
- e. Public Employment. Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.
- f. Force Majeure. If Landlord or the County is unable to fulfill any obligation hereunder, or is delayed in so doing, by reason of war, civil unrest, strike, labor troubles, inability to procure services, materials, permits or licenses, unusually inclement weather, governmental delays, acts of God, or any other cause beyond the reasonable control of Landlord, the time within which Landlord or the County would otherwise have been obligated to fulfill such obligation shall be extended for a period equal to the period of such delay. This section shall not apply to the payment of any monetary obligation of Landlord or the County.
- g. Brokerage Each of the parties hereto represents and warrants that there are no brokerage commissions or finder's fees of any kind due to anyone other than _____ N/A _____ which broker shall be paid by _____ N/A _____ pursuant to the terms of a separate agreement. Each party agrees to defend and indemnify the other against, and hold it harmless from, all liabilities arising from any claim for brokerage compensation from any other party including, without limitation, the cost of counsel fees in connection therewith
- h. Waiver of Jury. Each party waives any right to a trial by jury in any legal action relating to this Agreement.
- i. Obligations Surviving Agreement. Any obligations and liabilities of the Parties shall survive the expiration or termination of this Agreement.
- j. Headings. The headings of Sections and subsections are for reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of those Sections or subsections.

- k. Remedies Cumulative. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.
- l. No Waiver. The failure of either party to enforce any terms or conditions of this Agreement shall not constitute a waiver of the same or other terms and conditions or otherwise prevent or preclude a party from exercising the rights or remedies hereunder, at law or in equity. Any waiver by a party to enforce the terms or conditions of this Agreement must be in writing signed by such waiving party.
- m. Mechanics Liens. County shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against the Leased Premises, including the Property or any part thereof by reason of work, labor, services, or materials requested and supplies claimed to have been requested by County; and if such lien shall at any time be so filed, within fifteen (15) days after notice of the filing thereof, shall cause it to be canceled and discharged of record.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties' authorized representatives executed this Agreement as of the last date set forth below.


WITNESS



Lisa Austin

COUNTY


MONTGOMERY COUNTY MARYLAND

By: 

Ramona Bell-Pearson
Assistant Chief Administrative Officer

Date: 4/4/18


APPROVED AS TO FORM AND
LEGALITY BY THE OFFICE OF THE
COUNTY ATTORNEY

By: 

Neal Anker,
Associate County Attorney

Date: 4/3/18

RECOMMENDED BY:

By: 

Cynthia Brenneman, Director
Office of Real Estate


Date: 3/27/18

WITNESS

Brianna Williams

LANDLORD

**10101 GROSVENOR PARK
CONDOMINIUM ASSOCIATION**

By: 

Name: Jennifer Barry
Title: President - 10101 Board of Directors
Date: March 22, 2018

Exhibit A

(Legal Description of the Property)

Deed Reference: Recorded in Liber 38316 at Folio 447 among the Land Records of Montgomery County, Maryland.

Description: Parcel lettered "D" in a subdivision known as "Grosvenor Park" as per plat recorded in Plat Book 123 at Plat No. 14472 among the Land Records of Montgomery County, Maryland

Premises Address: 10101 Grosvenor Place, Rockville, Maryland 20852

SDAT Parcel ID No.: 04-03502892

Exhibit B

(Description of Leased Premises)

See Attached Engineer Drawings Dated 12/27/17 and Labeled T-1, GN-1,
GN-2, GN-3, C-1, C-2, and C-3

**GROSVENOR
LANE**
10101 GROSVENOR PLACE
NORTH BETHESDA, MD 20852
MONTGOMERY COUNTY

VICINITY MAP

Map showing the location of the Site (marked with a star) relative to major roads and landmarks. The map includes a north arrow and a scale bar (0 to 1000 feet).

Key locations and roads labeled on the map include:

- Site (marked with a star)
- 100th Avenue
- 110th Avenue
- 120th Avenue
- 130th Avenue
- 140th Avenue
- 150th Avenue
- 160th Avenue
- 170th Avenue
- 180th Avenue
- 190th Avenue
- 200th Avenue
- 210th Avenue
- 220th Avenue
- 230th Avenue
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DRAWING INDEX	
T-1	PROJECT INFORMATION, LOCATION MAPS, AND DRAWING INDEX
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
GN-3	ABBREVIATIONS AND LEGEND
C-1	SITE LOCATION PLAN
C-2	ENLARGED SITE PLAN
C-3	TOWER ELEVATION AND ANTENNA INFORMATION

PROFESSIONAL CERTIFICATION | HEALTH CARE PROVIDERS AND THEIR DOCUMENTS WERE REQUIRED TO BE APPROVED BY ALC AND NABH IN A DAILY APPROVED AND PROFESSIONAL PIONEER UNDER THE LAWS OF THE STATE OF MICHIGAN. IN 2008, OPERATING UNIT DIVISIONS



MISSION 1
CONSTRUCTION

1005 Constitution Drive, Suite A
Fort Worth, TX 76104

PYRAMID
Network Services, LLC



MOTOROLA
SOLUTIONS

AND DRAWING INDEX	
GROSVENOR LANE 10101 GROSVENOR PLACE NORTH BETHESDA, MD 20852	PRINTED 24x3

T-1	
T	

[illegible]

PRELIMINARY
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1.10. PERMITS

THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND COMPLIANCE WITH ALL LOCAL ORDINANCES, RULES, REGULATIONS AND LAWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COMPLIANCE WITH ALL LOCAL ORDINANCES, RULES, REGULATIONS AND LAWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COMPLIANCE WITH ALL LOCAL ORDINANCES, RULES, REGULATIONS AND LAWS.

1.11. SITE INSPECTION

THE CONTRACTOR SHALL HAVE THE RESPONSIBILITY FOR ARRANGING WITH MOTOROLA FOR AN INSPECTION PRIOR TO COVERING UP ALL WORK THAT WILL BE COVERED IN FINISHED CONDITION. IT IS THE SITE GENERAL CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE RECORD OF WORK AND REQUEST THE INSPECTING IN A TIMELY MANNER. THE SITE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE RECORD OF WORK AND REQUEST THE INSPECTING IN A TIMELY MANNER. THE SITE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE RECORD OF WORK AND REQUEST THE INSPECTING IN A TIMELY MANNER.

1.12. SAFETY

THE CONTRACTOR, HIS EMPLOYEES, ANY SUB-CONTRACTORS, VENDOR, THEIR RESPECTIVE EMPLOYEES AND CONTRACTORS' SUB-CONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, INVENTORS, UNDERTAKERS AND OTHER VISITORS TO THE JOB SITE SHALL BE RESPONSIBLE FOR MAINTAINING THE RECORD OF WORK AND REQUEST THE INSPECTING IN A TIMELY MANNER.

1.13. ELECTRO MAGNETIC EMISSIONS

THE CONTRACTOR SHALL KNOWLEDGE ALL OR PORTIONS OF THE WORK MAY INVOLVE POSSIBLE EXPOSURE OF CONTRACTOR SUB-CONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, INVENTORS, UNDERTAKERS AND OTHER VISITORS TO THE JOB SITE SHALL BE RESPONSIBLE FOR MAINTAINING THE RECORD OF WORK AND REQUEST THE INSPECTING IN A TIMELY MANNER.

1.14. SITE CLEANUP

THE CONTRACTOR SHALL KEEP THE GENERAL WORK AREA CLEAN AND MAINTAIN FREE AT ALL TIMES DURING CONSTRUCTION AND DEMOLITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE RECORD OF WORK AND REQUEST THE INSPECTING IN A TIMELY MANNER.

1.15. FACILITY STARTUP & COMMISSIONING

THE CONTRACTOR AND/OR SUB-CONTRACTORS SHALL DEMONSTRATE TO MOTOROLA THAT ALL SYSTEMS AND SUB-SYSTEMS ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE RECORD OF WORK AND REQUEST THE INSPECTING IN A TIMELY MANNER.

1.16. SHOP DRAWINGS/AS-BUILT DRAWINGS

THE MODIFICATIONS TO THE DRAWINGS AFTER CONSTRUCTION START SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE RECORD OF WORK AND REQUEST THE INSPECTING IN A TIMELY MANNER.

1.17. TEST PROCEDURES AND RESULTS

CONTRACTOR WILL CONTRACT WITH A THIRD PARTY INDEPENDENT TESTING FIRM TO PERFORM & SUBMIT THE RESULTS OF ALL TESTS REQUIRED BY THE PROJECT SPECIFICATIONS AND DRAWINGS THAT FALL WITHIN THE SCOPE OF WORK. THESE RESULTS SHALL BE SUBMITTED TO THE DESIGNATED MOTOROLA REPRESENTATIVE. IN GENERAL, THE INDEPENDENT TESTING FIRM SHALL SUBMIT THE FOLLOWING TEST RESULTS:

1.18. RELATED DOCUMENTS

CONTRACTOR SHALL BECOME FAMILIAR WITH THE INFORMATION AND REQUIREMENTS CONTAINED IN THE FOLLOWING DOCUMENTS RELATED TO THE PROJECT:

NO.	DATE	REVISIONS	BY	CHKD	APPROV
1	07-25-17	ISSUED FOR CONSTRUCTION / AS-BUILT DRAWING	SM	SM	
2	08-04-17	ISSUED FOR CONSTRUCTION	SM	SM	
3	08-07-17	ISSUED FOR REVIEW	SM	SM	
4	12-02-16	ISSUED FOR REVIEW	SM	SM	



Pyramid Network Services, LLC



MOTOROLA SOLUTIONS



MONTGOMERY COUNTY

GENERAL NOTES

1010 GARDENOR PLANE
NORTH BETHESDA, MD 20852

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24x36

GN-2

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Symbols Legend

	REVISION		DETAIL REFERENCE
	KEY NOTE		ELEVATION REFERENCE
	ROOM NUMBER		SECTION REFERENCE
	KEYED NOTE		

MISSION 1
COMMUNICATION



ABBREVIATIONS AND LEG
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10101 GROSVENOR PLACE
NORTH BETHESDA, MD 20852

END	GN-3
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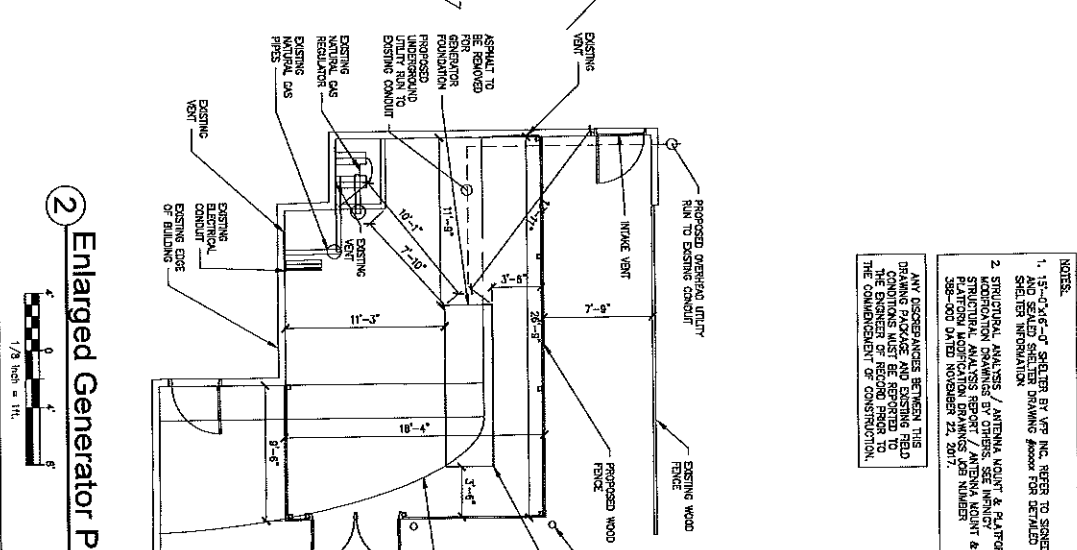
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THIS DOCUMENT IS CLASSIFIED UNLESS INDICATED OTHERWISE BY A NOTE ON THE DOCUMENT.

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THIS IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALSO THIS DOCUMENT.

[illegible]



2 Enlarged Generator Plan

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<p>THIS IS A VIOLATION OF LAW FOR ANY PERSON, BUSINESS OR CORPORATION TO REPRODUCE OR DISTRIBUTE THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF THE OWNER. ANY VIOLATION OF THIS DOCUMENT.</p>	<p>NOTED AT 12/24/86</p>

GENERAL NOTES:

1. THE LOCATION, SIZE & TYPE OF MATERIAL, OF EXISTING MATERIALS INDICATED ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE, SUFFICIENT OR RESPONSIBLE TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES INCLUDING THE SERVICE TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES OF THE OPERATIONAL PLANS & COORDINATE THE INTERACTION & ASSISTANCE, RELATIVE TO THE LOCATION OF THEIR FACILITIES & THE WORKING SCHEDULE OF THE COMPANIES IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION. THE UTILITY COMPANIES OF JURISDICTION, THE ENGINER SHALL ALSO BE IMMEDIATELY NOTIFIED. ANY SUCH WORK & PAID FOR BY THE CONTRACTOR AT AN ADDITIONAL COST TO THE CONTRACT.

2. ALL NEW CONSTRUCTION ACTIVITIES & MODIFICATIONS SHALL COMPLY WITH MISSOURI R-56 STANDARDS, WITH CURRENT EDITION.

NOTES:

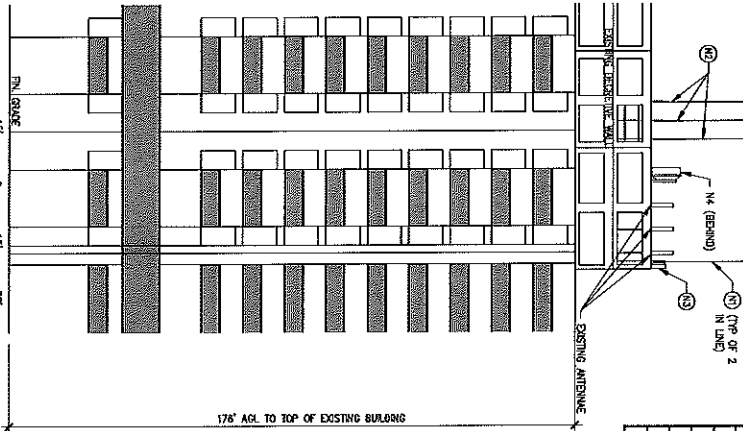
1. G.C. TO SIZE FENCED AREA TO COMPLY WITH ALL LOCAL AND COUNTY CODES.
2. WOOD FENCE AND GATE TO MATCH EXISTING STYLE AT SITE
3. LANDSCAPING PLANTS TO BE REMOVED FROM PROPOSED FENCED AREA

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Antenna/Appurtenance Location Chart

 E = EXISTING
 N = NEW
 F = FUTURE

ANTENNA INFORMATION										FEEDLINE INFORMATION				
ANTENNA ID	MANUFACTURER	MODEL	TYPE	LENGTH	BOTTOM ELEV	RAD CENTER	TOP ELEV.	AZIMUTH	QTY.	TYPE	MANUFACTURER	MODEL	SIZE	QTY.
N1	SINGAIR	SC412-HF2LDF	RX	20.9'	196.0'	206.5'	216.5'	N/A	2	COAX	COMNASCOP	AVA6-50	7/8"	2
N2	SINGAIR	SC412-HF2LDF	TX	20.9'	196.0'	206.5'	216.5'	N/A	3	COAX	COMNASCOP	AVA6-50	1-1/4"	3
N3	COMNASCOP	VHP4-11W	MMW	4.0'	188.0'	190.0'	192.0'	346.70°	1	ELLIPTICAL	COMNASCOP	EMP90	1.3"	1
N4	COMNASCOP	PAR8-59	MMW	8.0'	186.0'	190.0'	194.0'	180.17°	1	ELLIPTICAL	COMNASCOP	EMP63	2"	1
N5	-	-	TIA	-	196.0'	-	-	N/A	1	COAX	COMNASCOP	UDF-50	1/2"	1



1 Tower Elevation

[illegible]

TOWER ELEVATION AND ANTENNA INFORMATION		
GROSVENOR LANE 10101 GROSVENOR PLACE NORTH BETHESDA, MD 20852		PRINTED 24x36

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		THIS IS A VIOLATION OF LAW FOR ANY PERSON, FIRM OR COMPANY TO REPRODUCE OR TRANSMIT THIS DRAWING THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

GENERAL NOTES:

1. STRUCTURAL ANALYSIS / ANTENNA MOUNT & PLATFORM MODIFICATION DRAWINGS BY OTHERS. SEE INFINITY STRUCTURAL ANALYSIS REPORT / ANTENNA MOUNT & PLATFORM MODIFICATION DRAWINGS JOB NUMBER 398-000 DATED NOVEMBER 22, 2017.

NOTE:

SEE TOWER MAPPING FOR EXISTING ANTENNA INVENTORY

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Exhibit C

(Inventory of Wireless Communications Equipment
to be Located on the Leased Premises)

A- Two (2) COMMSCOPE or Similar Model Microwave Antennas

B – Three (3) SINCLAIR Model SC412-HF2LDF or Similar Omni Transmit
Antennas

C – Two (2) SINCLAIR Model SC412-HF2LDF or Similar Omni Receive
Antenna

D- COMMSCOPE Model or Similar Coax Cable

E – One (1) Fifteen by Sixteen (15' x 16') Foot Prefabricated VFP or Similar
Equipment Shelter to be placed on existing steel frame; new steel support
to be extended from existing steel support

F- One (1) Generator on concrete slab

Also, miscellaneous accessories, equipment and hardware necessary for
installation of Communications Equipment