

Parcel ID No.: 08 – 02173505

## LEASE AGREEMENT

THIS Lease Agreement ("**Agreement**"), is entered into the 30<sup>th</sup> day of August 2019 (the "**Effective Date**") by and between Jane Nash Maller, f/k/a Jane C. Nash Maller, Trustee under the unrecorded Jane C. Nash Trust Agreement dated July 11, 1985, as modified by a certain Modification of Trust Agreement dated July 31, 1985, 20530 Georgia Ave., Brookeville, MD 20833 ("**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: Site Location Plan

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

## RECITALS

WHEREAS, Landlord is the owner of certain real property located at 4301 Brookeville Road, Brookeville, 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 a portion of the Property in order to install, operate and maintain a wireless telecommunications facility ("**Communications Facility**") that will be used for purposes of public safety radio systems.

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

1. Use of Property:

- (a) Landlord leases to the County a portion of the Property shown as all the property within an rectangular shaped area demarked on the attached **Exhibit B**, labeled as 70' x 70' "Fenced Compound/Lease Area" ("**Leased Premises**") for the purpose of erecting, among other equipment, an antenna

support structure on the Property on which the County may install its antennas for purposes of public safety radio systems.

- (b) 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 in support of public safety radio systems. As used in this Agreement, Communications Equipment will include an antenna support structure, 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 Property, so long as said construction is in conformance with all applicable laws.

2. License for Ingress & Egress to Leased Premises:

Landlord grants the County a non-exclusive license in, on, over, across and under the Property for utilities and access at all times (24 hours/day, 7 days/week), on foot or by motor vehicle, including trucks, to the Leased Premises from the nearest public right-of-way on Brookeville Road, which access route is approximately 490 feet in length and approximately 8 feet in width, including the existing access driveway to Brookeville Road, and also including an irregular shaped parcel labeled as "Proposed Access Drive Turnaround" abutting the Leased Premises, as is more particularly shown in **Exhibit B** attached hereto and made a part hereof ("Access") as may be necessary to construct and operate the Communications Facility. Said license shall be coterminous with this Agreement and may only be terminated by Landlord in the event of the expiration or earlier termination of this Agreement.

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 (1<sup>st</sup>) day of the month following the month in which the County obtains its final permits and Government Approvals (defined below) to construct the Communications Facility, or (ii) the date which is one (1) year 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 Property 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 four (4) additional consecutive renewal terms of five (5) years each (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 thirty (30) 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, subject to appropriate rental rate increases as set forth in Section 4. If the County holds over after the expiration or termination of the Agreement, the tenancy shall be a tenancy from month to month at a monthly rent of 110% of the rent due for the last month under this Agreement prior to expiration or termination, together with increases in annual rent as described in Paragraph 4(b), until the County vacates the Property and cures any uncured default under the Agreement.
- (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, Twenty-Six Thousand Four Hundred and 00/100 Dollars (\$26,400.00) ("**Fee**" or "**Fee Payment**") in equal monthly installments of Two Thousand Two Hundred and 00/100 Dollars (\$2,200.00). 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 17 below.
- (b) The Fee increases by 3% percent annually on each anniversary of the Commencement Date.
- (c) Except for the soil boring tests provided under Section 10, the County will not install any of the Communication Equipment on, or in any way disturb, the Property until the Commencement Date and payment of the initial Fee Payment.
- (d) 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.

- (e) The Fee shall be payable to Landlord and delivered to:

Jane Nash Maller  
20530 Georgia Ave.  
Brookeville, Maryland 20833

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 Property 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 consumed by the Communications Facility. If the public utility companies require easements on the Property in order to install the utilities, Landlord agrees to cooperate with said utilities to the greatest extent possible in the granting and recording of such easements among the land records.
- (b) Any tax, assessment, levy, charge, fee, or license directly attributable to the County's leasehold improvements on the Property ("**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 Property 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, as well as satisfactory environmental reports, including soil boring tests, 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 Property 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; (v) the County determines that any soil boring tests are unsatisfactory; or (vi) 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 17.

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 the County's negligence resulting in the loss of life, personal injury and/or damage to property arising from or out of the County's negligent use related to 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, unless such claims, actions, damages, liability or expense arise from the negligence, wrongful acts 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, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (the "LGTCA"); and Md. Code Ann., Cts. & Jud. Proc. §5-5A-02 (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 County, 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) 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) 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.

10. Survey Period:

After the Effective Date, the County shall have access to the Property 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 Property. 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 Property without Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately foregoing sentence, upon the Effective Date Landlord grants the County consent to conduct land disturbance activities and tests at the Property limited to drilling soil boring holes. In the event the County's Phase I Environmental Report recommends further investigation and Landlord does not approve additional environmental testing, the County may terminate this Agreement. The County will restore to its prior condition any portion of the Property disturbed by the County within ten (10) days of any land 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 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 termination of this Agreement the County shall, at its sole cost and expense, remove the Communications Equipment and return the Property to its condition on the Effective Date, reasonable wear and tear expected.

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. The County will maintain the existing access road between Brookeville Road and the Leased Premises, as described in Paragraph 2, jointly with any authorized third party located at the Property.
- (b) Landlord shall maintain the Property in good condition and safe state of repair and must avoid interference with the County's use of the Leased

Premises. 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 Leased Premises, Communications Facility and/or Communications Equipment. | ?

- (c) The County, at its sole cost and expense, shall keep and maintain the Communications Equipment in good condition and in a safe state of repair and in compliance with all laws, rules and regulations of any and all governmental authorities.

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:

Landlord shall have access to the Leased Premises for the purpose of inspecting, maintaining, and repairing same, 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 the Radio Shop, 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.

At no time shall the Landlord have access to the interior of the County's shelter or to its generator.

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 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 recover possession, in addition to any other rights and remedies available to it for such default under the laws of the State of Maryland.

- (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.

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.

- (c) Equipment Removal and Property Condition. Upon the termination or the expiration of this Agreement, the County must, within 120 days, remove the Communications Facility and Communications Equipment, returning

the Property to its condition on the Effective Date, reasonable wear and tear excepted.

16. Assignment and Subleasing:

- (a) Any assignment of this Agreement or subleasing of any portion of the Leased Premises shall require the prior written consent of Landlord.
- (b)

17. 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, 3<sup>rd</sup> Floor  
Rockville, MD 20850

With a copy to:

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

If to Landlord:

Jane Nash Maller, Trustee  
Jane C. Nash Trust Agreement  
P.O. Box 709  
Olney, Maryland 20830-0709

With a copy to:

Jane Nash Maller  
20530 Georgia Ave.  
Brookeville, Maryland 20833

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.

18. 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 18 does not permit assignments of this Agreement by either party that do not conform to the requirements of this Agreement.

19. 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 complies with the terms of this Agreement, the County shall have quiet enjoyment of the Leased Premises.
- (d) If the Leased Premises 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 Property 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.

- (e) The parties acknowledge, represent and agree that they have had adequate opportunity to review the terms and conditions of this Agreement, and the opportunity to consult with counsel of their choosing regarding such terms and conditions.

20. Entire Agreement:

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

21. Time is of the Essence:

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

22. 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 Property, 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.

23. 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.

24. 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 Property, 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 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.

25. Miscellaneous:

- (a) No Partnership. Landlord is not a partner, joint venturer or associate of the County in the County's use of the Property.
- (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 (2014), 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 (2014), 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) Memorandum of Agreement. The Parties agree to execute a Memorandum of Lease which will be recorded among the land records of Montgomery County, Maryland at the County's option, sole cost and expense.

26. Trustee Authority:

The undersigned Trustee of the unrecorded Jane C. Nash Trust Agreement dated July 11, 1985, as modified by a certain Modification of Trust Agreement dated July 31, 1985 (the "Trust"), hereby certifies as follows:

- (a) I am the sole Trustee of the Trust;
- (b) The Trust has not been altered, amended or terminated and is still in force and effect;
- (c) No beneficiary of the Trust is a minor, a corporation selling all or substantially all of its assets, and no beneficiaries of the Trust are mentally disabled; and
- (d) All of the beneficiaries of the Trust have authorized me to enter into this Agreement.

(Signature page follows)

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

WITNESS

TENANT

**MONTGOMERY COUNTY, MARYLAND**

Julie L White

By: Fariba Kassiri  
Jerome Fletcher  
Assistant Chief Administrative Officer

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

RECOMMENDED BY:

By: Neal Anker  
Neal Anker  
Associate County Attorney

By: Cynthia Brenneman  
Cynthia Brenneman, Director  
Office of Real Estate

Date: 8-30-19

Date: 8/30/19

WITNESS

LANDLORD

**JANE C. NASH TRUST AGREEMENT**  
dated July 11, 1985

Jamie Boniet.

By: Jane Nash Maller  
Jane Nash Maller  
Title: Trustee  
Date: July 27, 2019



**Exhibit A**

(Legal Description of the Property)

Tax Account Number: 08 - 02173505

Premises Address: 4301 Brookeville Road, Brookeville, Maryland 20833

Tax Map: HU33, Parcel P900

Deed Reference: Liber 32928, Folio 069 as recorded among the land records of Montgomery County, Maryland

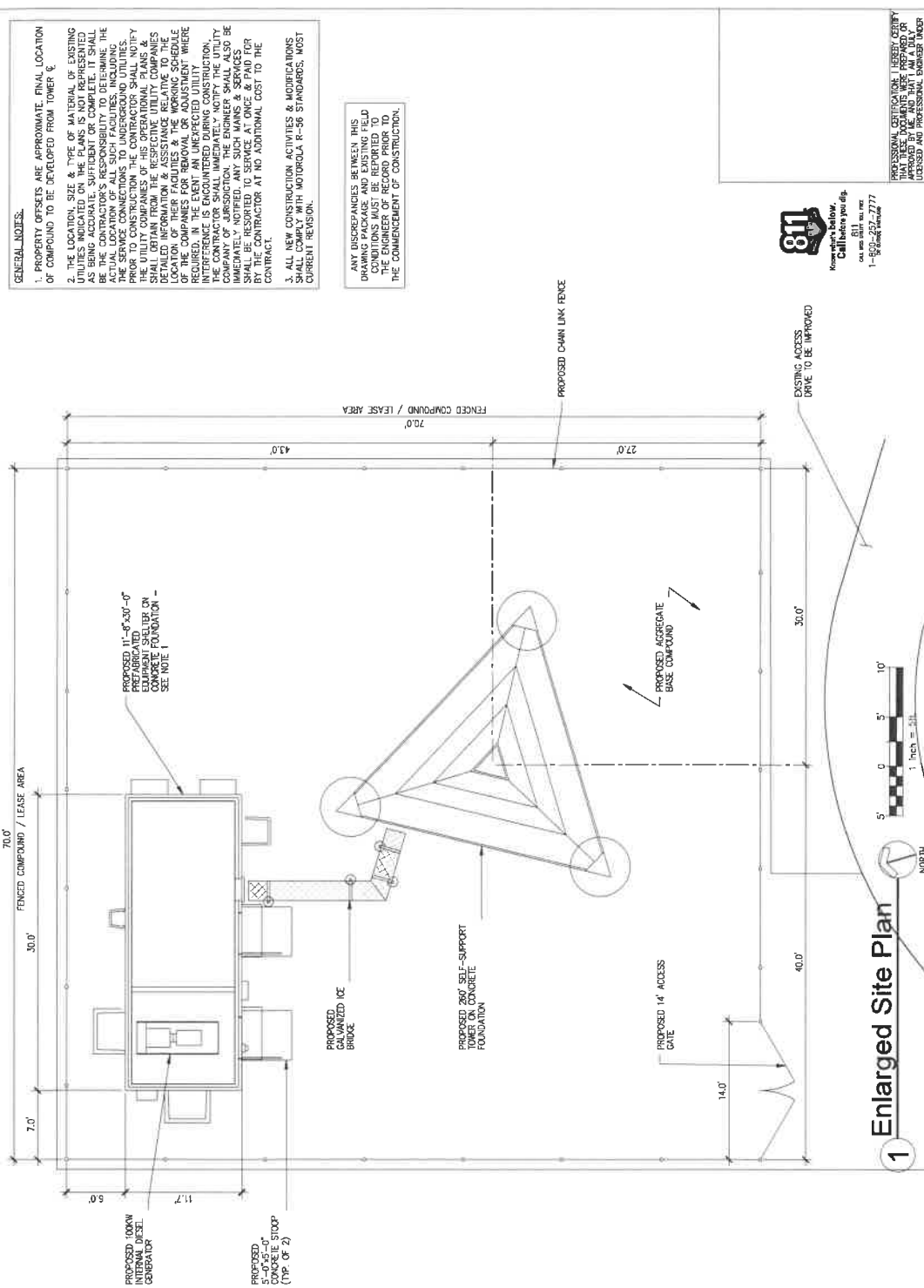
**EXHIBIT B**

(See Attached Site Location Plan)



THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PROHIBITED TO REPRODUCE OR USE THIS DRAWING OR ITS CONTENTS FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE OWNER. IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE Citing UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALLOW THESE DOCUMENTS TO BE REPRODUCED OR COPIED.

NO	DATE	REVISIONS	BY	CHK	APPD
B	02-11-19	ADDED ADDRESS / LAT & LONG	JRF	SAH	
A	07-17-19	LEASE EXHIBIT	JRF	SAH	



**GENERAL NOTES:**

1. PROPERTY OFFSETS ARE APPROXIMATE. FINAL LOCATION OF COMPOUND TO BE DEVELOPED FROM TOWER &.
2. THE LOCATION, SIZE & TYPE OF MATERIAL OF EXISTING UTILITIES SHOWN HEREON ARE NOT REPRESENTED AS BEING ACCURATE, SUFFICIENT OR COMPLETE. THE ACTUAL LOCATION OF ALL SUCH FACILITIES, INCLUDING ANY CONCEALED UTILITIES, SHALL BE DETERMINED BY THE UTILITY COMPANIES OF THE RESPECTIVE UTILITY COMPANIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES OF THE RESPECTIVE UTILITY COMPANIES OF THE LOCATION OF THEIR FACILITIES & THE WORKING SCHEDULE OF THE COMPANIES FOR REMOVAL OR ADJUSTMENT WHERE REQUIRED. IN THE EVENT AN UNEXPECTED UTILITY IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANY OF JURISDICTION. THE ENGINEER SHALL ALSO BE IMMEDIATELY NOTIFIED. ANY SUCH MANS & SERVICES SHALL BE RECOVERED AT THE CONTRACTOR'S RISK AND COST BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
3. ALL NEW CONSTRUCTION ACTIVITIES & MODIFICATIONS SHALL COMPLY WITH MOTOROLA R-56 STANDARDS, MOST CURRENT REVISION.

ANY DISCREPANCIES BETWEEN THIS DRAWING PACKAGE AND EXISTING FIELD CONDITIONS MUST BE REPORTED TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

**PROFESSIONAL CERTIFICATION:** I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MONTGOMERY COUNTY, MARYLAND, AND THAT I AM A FULLY LICENSED AND PROFESSIONAL ENGINEER UNDER LICENSE NO. 8884, EXPIRATION DATE 03/31/2020.

THIS DRAWING IS APPROVED AND IS THE SOLE RESPONSIBILITY OF THE ENGINEER AND HIS FIRM. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL OF OFFICE AT BROOKVILLE, MARYLAND, ON 09/17/2019.

1-501-257-7777

**LE-2**

**ENLARGED SITE PLAN**

**BROOKVILLE ROAD**

**4301 BROOKVILLE ROAD**

**BROOKVILLE, MD 20633**

**PRINTED AT**

**24436**

**MOTOROLA SOLUTIONS**

**PYRAMID Network Services, LLC**

**MISSION 1 COMMUNICATIONS**

6333 Constitution Drive, Suite C  
Fort Belvoir, VA 22061

NO.	DATE	REVISIONS	BY	CHK	APP'D
B	02-11-19	ADDED ADDRESS / LAT & LONG	AF	SAH	
A	09-17-19	LEASE EXHIBIT	AF	SAH	

### Exhibit C

#### (Inventory of Montgomery County's P25 800 MHz Public Safety Wireless Communications Equipment to be Located on the Leased Premises)

A- One (1) Antenna Support Structure

B – Three (3) ANDREW (Model HP6-59 and PAR6-59/B) or Similar Microwave Antennas

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

D – One (1) SINCLAIR Model SC412-HF2LDF or Similar Omni Receive Antenna

E. – One (1) ANDREW Model ETM190G-12UB or Similar TTA Antenna

E- COMMSCOPE, Waveguide Model or Similar Transmission and Elliptical Lines and Coax Cables

F – One (1) Approximate Eleven Foot Eight Inch by Thirty (11'8" x 30') Foot Prefabricated VFP Equipment Shelter or similar with Diesel Generator

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