

EXECUTION VERSION

AMENDED AND RESTATED LEASE AGREEMENT

BETWEEN

MONTGOMERY COUNTY, MARYLAND

AND

OUR LADY OF THE WOODS CORPORATION

DATED: February 21, 2020

TABLE OF CONTENTS

Article

1. Property; Leased Premises
2. Term
3. Use of the Leased Premises
4. Rent; Rental Adjustments
5. Termination
6. Use of All-Purpose Room by the Community, Department of Recreation and other County Agencies
7. Use Exterior Play Areas and Fields on Leased Premises
8. Parking
9. Capital Improvements
10. Operating Expenses
11. Fixtures and Equipment
12. Condition of Premises
13. Liability, Property Damage and Fire Insurance
14. Indemnification
15. Tenant's Duties and Covenants
16. Damages to or Destruction of Leased Premises
17. Default
18. Eminent Domain
19. Subleasing
20. Right of Entry
21. Return of the Leased Premises
22. Holdover
23. Assignment
24. The County's Title and Covenant of Quiet Enjoyment
25. Cumulative Remedies
26. Benefit and Burden

27. Disputes
28. Waiver
29. Non-Discrimination
30. Contract Solicitation
31. Ethics Requirement
32. Force Majeure
33. Resident Agent
34. Mailing Notices
35. Indemnity Bond
36. Indemnification by County
37. Governing Law
38. Claims
39. Right of Redemption
40. Rules and Regulations
41. Community Coordinating Group
42. Traffic Management Plan

Exhibit A - Deed [Background 1]

Exhibit B-1 - Legal Description of Property
[Background 1]

Exhibit B-2 – Plat Showing the
Property [Article 1]

Exhibit B-3 – Intentionally Omitted

Exhibit C – Letter From CUPF

Exhibit D-1 – Capital Improvements Completion
Report [Article 9]

Exhibit D-2 – Phase 1 Capital Improvements
[Article 9.E]

Exhibit E – Intentionally Deleted

Exhibit F – Intentionally Deleted

Exhibit G – Rules and Regulations [Article 40]

Exhibit H – Traffic Management Plan [Article
42]

Exhibit I - Maintenance Standards [Article 7]

Exhibit J – Certificate of Good Standing [Article
15.F]

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (the "Lease"), dated this 21st day of February 2020 (the "Effective Date"), by and between MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland (hereinafter, together with its successors and assigns called "the County"), and OUR LADY OF THE WOODS CORPORATION, a Maryland corporation doing business as The Woods Academy (hereinafter, together with its successors and assigns called the "Tenant") (the County and the Tenant together the "Parties").

BACKGROUND:

1. The County is the owner of a former public school site known as the Fernwood Elementary School, 6801 Greentree Road, in Bethesda, Montgomery County, Maryland (as more particularly described in Section 1.A below, the "Property"), which was declared surplus by the Board of Education of Montgomery County and the State Board of Public Works and conveyed by the Board of Education to the County by deed recorded among the Land Records for Montgomery County, Maryland in Liber 11479 at Folio 760 (the "Deed"). A copy of the Deed is incorporated by reference and made a part of this Lease as Exhibit A. The Property is more particularly described in the Legal Description of Property which is incorporated by reference and made a part of this Lease as Exhibit B-1; and

2. The County and the Tenant were parties to a Lease Agreement dated June 29, 1978, as amended by an amendment executed in September 1986, and a Lease Agreement dated November 26, 1991, as modified by a letter agreement dated July 1, 1997, all of which was replaced with the current Lease Agreement dated July 19, 1999, as amended by that certain letter agreement and memorandum of lease agreed to in March, 2002 (collectively, the "Prior Lease Agreement"), under which Tenant continues to operate the Property as The Woods Academy, which is a Montessori preschool and high school preparatory school educating boys and girls from age 3 through grade 8; and

3. The Prior Lease Agreement expires June 30, 2024, and the County and the Tenant wish to amend and restate the Prior Lease Agreement in this Lease to permit the Tenant to plan for future programming for its students and their parents, as well as for future capital improvements to the Property to accommodate such programming;

4. The County has completed the reuse procedure and has obtained necessary approvals to lease the Property to the Tenant, as set forth in Executive Regulation 4-99AM, Code of Montgomery County Regulations (COMCOR) Section 11B.45.02 ("ER 4-99"), and the Tenant was approved and continues to be approved as an appropriate tenant for the Property; and

5. The County and Tenant wish to amend and restate the Prior Lease Agreement as set forth in this Lease;

NOW THEREFORE, in consideration of the amendment and restatement of the Prior Lease Agreement in this Lease, and for the construction of certain substantial Qualified Capital Improvements to be made to the Property by the Tenant as provided in Article 9 below, and the payment of rent by the Tenant to the County as provided below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PROPERTY; LEASED PREMISES:

A. The "Leased Premises" shall mean the entirety of the Property as shown on Exhibit B-2, and any buildings, walkways, play areas, parking lots, driveways, outdoor recreation fields, other improvements and land located on or within the Leased Premises from time to time. The County leases to Tenant and Tenant leases from the County the Leased Premises, pursuant to the terms set forth in this Lease. The Leased Premises is leased and accepted by Tenant in "as is" condition.

B. Tenant hereby acknowledges that entering into this Lease shall not provide the Tenant with an option to buy the Property or any portion thereof.

2. TERM: The initial term of this Lease commences on the Effective Date of this Lease (the "Commencement Date") and expires at midnight on June 30, 2034 (the "Initial Term"), followed by one (1) period of ten (10) years (the "Renewal Period") if timely exercised by Tenant as described

below (the Initial Term, as the same may be extended by the Renewal Period is referred to herein as the "Term"). Each twelve (12) month period, commencing with the Commencement Date, shall be referred to as a "Lease Year", and the Renewal Period shall be under the same terms and conditions as are contained herein, except that the rental payable during the Renewal Period will be escalated in accordance with Section 4.D hereof. Provided that Tenant is not in default beyond applicable notice and cure periods under this Lease at the time of its election to renew the Term and at the commencement of the Renewal Period, Tenant shall have the option to renew the Term of this Lease once beyond the end of the Initial Term, at Tenant's election, for the Renewal Period of ten (10) years, with the Renewal Period being effective as of the first (1st) day of the calendar month after the expiration of the Initial Term. Tenant must provide the County written notice of its intention to exercise the Renewal Period no later than one hundred eighty (180) days before expiration of the Initial Term.

3. USE OF THE LEASED PREMISES: The Leased Premises shall be used only for (i) the provision of educational services and related activities (the "Permitted Use"), (ii) community and the County's use as set forth in Articles 6 and 7 of this Lease, and (iii) such other purposes as may be agreed to in writing by the County. Tenant agrees that its use of the Leased Premises, including any use of the Leased Premises by subtenants pursuant to Article 19 herein, shall conform fully with all applicable zoning and subdivision laws and regulations, and shall be subject to all rules, regulations, statutes, permits, resolutions or any other requirements for the use and occupancy of the Leased Premises as established by all appropriate authorities having jurisdiction, including ER 4-99, dealing with the Reuse, Leasing and Sale of Closed Schools by the County. Tenant agrees also to comply with the occupancy numbers and use provisions of the site plan applicable to the Leased Premises, Site Plan No. 820010180. Special events organized by Tenant or its subtenants, which bring large numbers of visitors to the facility shall be coordinated through the community coordinating group established in Article 41 below, with the goal of mitigating the effects of traffic to and from the Leased Premises and parking in the adjacent community.

4. RENT: RENTAL ADJUSTMENTS:

A. Rent: For the first Lease Year, Tenant shall pay to the County an annualized rental amount of ONE HUNDRED TWENTY-SIX THOUSAND DOLLARS

(\$126,000.00), payable in twelve equal installments, during each Lease Year, of TEN THOUSAND FIVE HUNDRED TEN AND 50/100 DOLLARS (\$10,510.50) each (the "Rent"). For each Lease Year thereafter during the Term, the Rent shall be adjusted pursuant to Article 4D below.

- B. Due Date for Rent: The first monthly payment shall be due upon the Commencement Date. All Rent payments thereafter shall be made in advance on the first day of each month during the Term and shall be payable to: Montgomery County Government, Office of Finance, P.O. 9464, Gaithersburg, Maryland 20898-9464.
- C. Failure to Pay Monthly Rent: Should Tenant fail to submit monthly Rent in accordance with this Lease, and if Tenant's failure continues for more than five (5) calendar days after receipt of written notice from the County, Tenant shall pay to the County, in addition to and as a part of the monthly Rent in question, a late penalty equal to five percent (5%) of the monthly Rent. If Tenant's failure to pay continues for more than fifteen (15) calendar days after receipt of the aforesaid written notice from the County, Tenant shall pay to the County, in addition to and as a part of the monthly Rent in question and the aforesaid late penalty, an additional late penalty equal to ten percent (10%) of the monthly Rent. Any late penalty imposed under this Section shall be payable to the County as Additional Rent, and shall be paid at the time that the overdue installment of Rent is paid to the County by Tenant.
- D. Rent Adjustments: As required by ER 4-99, Paragraph 6.7, to the annual Rent payable by Tenant during the previous Lease Year shall be added that sum representing one hundred percent (100%) of the amount resulting after (1) multiplying said annual Rent payable during the previous Lease Year by a fraction, the numerator of which shall be the index now known as the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price index for All Urban Consumers, National Average, All Items (1984 = 100), (or, if the Index is not continued, a comparable successor designated by the County) for the

month two months prior to the last month of the previous Lease Year and denominator of which shall be said index for the month two months prior to the first month of the previous Lease Year and (2) subtracting from such product the annual Rent payable during the previous Lease Year. For instance, for a lease commencing in July, 2016, the first annual calculation would be as follows: (current annual rent x (April 2016 CPI U / May 2015 CPI U)) - current annual rent = CPI increase. In any event, and notwithstanding the results obtained through the above calculation, the Tenant's adjusted annual Rent shall not be less than 103%, nor more than 105% of the Rent paid by Tenant the previous year.

5. TERMINATION:

- A. Termination for Convenience: This Lease and all rights and obligations hereunder may be terminated by the County, for any reason, at any time and at no cost to the County (except as provided in Article 9.D below), whenever the Chief Administrative Officer shall determine that termination of this Lease is in the best interest of the County. A termination pursuant to this Article 5.A shall be a "Termination for Convenience." In such case, the Chief Administrative Officer shall give written notice to the Tenant not less than (a) eighteen (18) months before the proposed termination, or (b) the remaining Term of the Lease if that period is less than eighteen (18) months.
- B. Termination for Reuse: As required by ER 4-99, Paragraph 6.2, this Lease and all rights and obligations hereunder may be terminated by the County due to a request by the Board of Education for Montgomery County, Maryland (the "BOE") to re-convey the Leased Premises for public education purposes. A termination pursuant to this Article 5.B. shall be a "Termination for Reuse" and shall be made in accordance with the procedures below:

1. Upon written notice to the Tenant of not less than (i) eighteen (18) months before the proposed termination date, or (ii) the remaining Term, if the remaining Term is less than eighteen (18) months.
2. If the termination of this Lease is due to a request by the Board of Education of Montgomery County (herein "Montgomery County Public Schools" or "MCPS") to re-convey the Leased Premises for public education purposes, then before the Chief Administrative Office of Montgomery County ("CAO") can terminate this Lease, the Superintendent of Schools for MCPS must notify both the Tenant and the CAO, on or before September 1 of the second year before the proposed termination date, that MCPS will need the school for public education purposes.
3. The CAO may, after consulting MCPS if the school is intended to be reconveyed for public educational use, withdraw a termination notice if the Montgomery County Council does not appropriate sufficient funds for any necessary improvements.
4. In the event the Tenant is operating the Leased Premises as a private school during a school year, the County agrees that under no circumstances shall the Tenant be required to surrender the Leased Premises during that school year (i.e. September 1 to July 1), as that term is defined in ER 4-99, Paragraph 2.13.
5. If the County elects to terminate this Lease pursuant to this provision, during the notice period Tenant shall not be obligated to make further Capital Improvements or expenditures to the Leased Premises notwithstanding anything to the contrary elsewhere contained in this Lease, although Tenant shall continue to be responsible for all operating costs and ordinary maintenance and repair of the Leased Premises during the notice period. Under no circumstance will the

County be responsible for any needed Capital Improvements during this time period, whether by virtue of an emergency or otherwise. In the event that a needed emergency Capital Improvement renders the Leased Premises uninhabitable, the Tenant shall vacate.

6. USE OF ALL-PURPOSE ROOM BY THE COMMUNITY, DEPARTMENT OF RECREATION AND OTHER COUNTY AGENCIES:

- A. Community Use of Public Facilities: As required by ER 4-99, Paragraph 6.14, and subject to a nominal charge for utilities to be jointly determined by Tenant and the County's Office of Community Use of Public Facilities or its successor agency (the "CUPF"), the All-Purpose Room within the Leased Premises (as shown on Exhibit B-2-) shall remain available to the community for use during hours outside of the Tenant's regular use during the Term, subject to the terms herein. For the purposes of this Lease, the "hours of Tenant's regular use" are Monday through Saturday from 9:00 A.M. to 6:00 P.M. Tenant shall forward all requests to use the All-Purpose Room outside of the hours of Tenant's regular use directly to CUPF. CUPF shall honor such requests in accordance with the priorities established in the Guidelines for the Community Use of School and other Public Facilities set forth in COMCOR 44.00.01, et seq., as amended. Tenant acknowledges and agrees that only CUPF may agree to any rental of the All-Purpose Room. Tenant agrees to provide CUPF with a schedule of its activities during Tenant's hours of regular use and outside the hours of Tenant's regular use for the All-Purpose Room on a semi-annual basis. The Fall/Winter schedule (October-March) shall be submitted by September 15 and the Spring/Summer schedule (April-September) shall be submitted by February 1. Times not scheduled for daytime activities by the Tenant shall be deemed to be available for community use; however, such community use during hours outside of the hours of Tenant's regular use shall be limited to Monday through Saturday at night from 6:00 P.M. to 11:00 P.M. and all day Sunday from 9:00 A.M. to 11:00 P.M. The above notwithstanding, each Party agrees to honor and allow any

activities scheduled in the All-Purpose Room prior to the Commencement Date. Any use outside of the hours of Tenant's regular use by the Tenant deviating from its previously submitted schedule shall be subject to the approval of CUPF. Tenant agrees to make the All-Purpose Room available, upon request from CUPF, to the Montgomery County Supervisor of Elections for use as a polling facility during the day, if necessary, during primary, general and special elections, irrespective of Tenant's prior scheduled activities.

- B. Tenant Limitation: The Tenant shall not be responsible for (i) providing security and safety measures for the Leased Premises, including, without limitation the All-Purpose Room, during such community, CUPF and County use, or (ii) mitigating the traffic and parking burdens placed on the adjacent community during such community, CUPF and County use.

7. USE OF EXTERIOR PLAY AREAS AND FIELDS ON LEASED PREMISES:

Tenant shall have the exclusive right to use and occupy the Leased Premises, including, without limitation, the parking lot thereon, subject to and in accordance with the terms and conditions set forth in this Lease. Notwithstanding the foregoing, the community (including the County) shall have the non-exclusive right to use and occupy the outdoor fields for outdoor recreation and athletics located on the Leased Premises (the "Exterior Play Areas and Fields on the Leased Premises") for community and/or County use after 6:00 p.m., Monday through Friday and all day on Saturday and Sunday unless the Tenant needs the Exterior Play Areas and Fields on the Leased Premises for a regularly scheduled activity, or an exception is approved by CUPF. A copy of a letter from CUPF acknowledging Tenant's right to use the Exterior Play Areas and Fields on the Leased Premises, up to 6:00 p.m., Monday through Friday, is attached as Exhibit C.

8. PARKING: Tenant is entitled to full use of the parking facilities which are a part of the Leased Premises as of the Commencement Date. As required by ER 4-99, Paragraph 6.13, parking for Tenant and any other occupants of the Leased Premises, their staff, clients and guests shall be confined to the surface parking areas located on the Leased Premises and any additional parking area approved by the County as a Capital Improvement (defined below). Tenant may not use or permit any other occupants of the Leased Premises, their staff, clients, and guests to use on-street parking in such a way

that deprives the nearby property owners of their beneficial use of the public right of way or in any manner that violates the Traffic Management Plan described in Article 42. Subject to all approvals required by all applicable laws, regulations, ordinances and codes, including, without limitation, mandatory referral as required by County regulations, and subject to all of the provisions of this Lease, Tenant may expand the parking facilities to support the Leased Premises, with the express written consent of the County. Tenant shall, at Tenant's risk and expense, be responsible for the ongoing maintenance, cleaning, and repair of all parking facilities, whether in existence at the time of commencement of this Lease or expanded in accordance with this Article. The Tenant shall grant access to all parking facilities to the County's representatives at all times, or to community users of the Leased Premises during times of community use as set forth in Articles 6 and 7 above. Tenant agrees to make repairs as necessary to maintain all of the parking areas in a safe state and as necessary for compliance with any laws, including, but not limited to the Americans with Disabilities Act [42 U.S.C. 12101, et. seq.] (the "ADA").

9. CAPITAL IMPROVEMENTS:

A. Capital Improvement Definitions:

1. Elective Capital Improvements are Capital Improvements made by Tenant which:
 - a. Increase the value of a closed school to the County;
 - b. Are not required to protect or preserve the structure or systems of the Leased Premises; and
 - c. Are not mandated by County, State, or Federal law or regulation.
 - d. By way of example, and not intended to be a complete list, Elective Capital Improvements include, but are not limited to, work such as installation of program specific improvements (e.g., rock climbing walls, boxing rings, raised platform floors, etc.).

2. Non-Elective Capital Improvements are Capital Improvements made by Tenant which:
 - a. Increase the value of a closed school to the County; and
 - b. Are required to protect and preserve the structure or systems of the Leased Premises; or
 - c. Are mandated by County, State, or Federal code, law or regulation.
 - d. By way of examples, and not intended to be a complete list, Non-Elective Capital Improvements include but are not limited to work such as roof replacement, boiler replacement, HVAC system replacement, replacement of failing exterior structural walls, electrical system replacement, conversion from oil fired boilers to gas heat, asbestos removal, underground storage tank removal, window replacement (excepting window pane replacements) and ADA mandated improvements.
3. Qualified Capital Improvements are Elective or Non-Elective Capital Improvements that have been reviewed and approved in writing by the County and that are specifically identified in the County's written approval as Qualified Capital Improvements. In such written approval, the County shall include whether or not such Qualified Capital Improvements are approved for Rent credits.
4. Capital Improvements are a substantial improvement or addition to a building which extends beyond ordinary repair or maintenance.

B. As Required by ER 4-99, Paragraph 6.4, Approval Process for Non-Elective and Elective Capital Improvements:

1. Tenant must obtain the prior written consent of the County for all Capital Improvements. The County may refuse to approve any Capital

Improvement proposed by Tenant. Tenant must submit to the County complete plans, drawings and specifications at least 45 days prior to beginning work on any Capital Improvement. Tenant's submittal to the County must include sufficient detail and content to allow the County to fully evaluate Tenant's proposed improvement. In the event the proposed Capital Improvements are Elective Capital Improvements, two copies of the submission shall be sent by Tenant to the County. The County must coordinate review with the BOE before approving any proposed improvement that may affect the future educational use of the Leased Premises, and with Montgomery Planning Department staff to consider whether the Regional District Act (MD Code, Art. 28 § 7-112), as amended, requires mandatory referral of the improvement to the Planning Board. The County shall respond in writing to Tenant's submission within 45 days of the receipt of all required documentation. The County reserves the right to deny approval of any and all Capital Improvements proposed by Tenant.

2. In the event of an emergency need for a Capital Improvement, Tenant shall notify the County as soon as practicable under the circumstances, and the County shall respond within a reasonable and appropriate period of time, as dictated by the emergency situation.
3. The County has the right to inspect all work and materials used in any Capital Improvement during and after construction.
4. If any improvement does not comply with the plans and specifications previously approved by the County, Tenant must undertake any necessary corrections at Tenant's sole risk and expense immediately after receiving written notice from the County. The County may treat any failure by Tenant to take all specified corrective action as a default under this Lease and may take any necessary corrective actions. If the County takes any corrective action because Tenant has not done so,

Tenant must reimburse the County the cost of the corrective action as additional Rent. Upon satisfaction by the County that Tenant has completed the Capital Improvement in compliance with the approved plans and specification, the County and Tenant shall complete the "Capital Improvements Completion Report" attached hereto as Exhibit D-1.

5. The total cost of all Capital Improvements shall be borne solely by Tenant and may be subject to a Rent credit and/or reimbursement from the County as set forth below. Except as otherwise provided herein, in the event a Capital Improvement is eligible for a Rent credit, such Rent credit shall commence with the first installment of Rent due after the completion of the Capital Improvements Completion Report.
6. Tenant must obtain any and all permits, approvals and licenses from all appropriate County, State, and/or municipal authorities having jurisdiction over such work. The County, in its capacity as the landlord under this Lease, agrees to cooperate and to provide such assurances as may be reasonably necessary to obtain such permits, approvals and licenses. Tenant shall comply with all applicable zoning, land use, health and safety regulations. This includes, specifically and without limitation, Section 59-3-3.4.5(B)(2)(b) of the Montgomery County Zoning Ordinance, (2014) as amended, ("Zoning Ordinance") which requires site plan review for any expansion of an existing private school building that would exceed the lesser of (a) 7,500 square feet, or (b) a 15% increase over the size of the Leased Premises existing on February 1, 2000, and for the installation of any portable classrooms within the Leased Premises for a period longer than one year.

- C. Rent Credits for Capital Improvements per ER 4-99, Paragraph 6.8: If in the approval of any Qualified Capital Improvements, the County indicates that the same are subject to Rent credit, then the County shall credit the Tenant's annual Rent in an amount not to exceed fifty percent (50%) of the annual amortized

cost of the Qualified Capital Improvements, applied in equal monthly installments commencing with the first installment of Rent due after the completion of the Capital Improvements Completion Report. Said annual Rent credit shall be subject to the following conditions:

1. The total of all Rent credits shall not exceed fifty (50%) of the Tenant's annual Rent as set forth in this Lease.
2. Tenant shall not be entitled to Rent credits for any interest or finance charges, fees, administrative costs, performance bonds, permit fees, insurance, operating, maintenance, or repair expenses, or any other costs except the actual costs directly related to the design and construction and/or installation of Capital Improvements as approved by the County, which costs shall be fully documented by Tenant.
3. Capital Improvements completed by Tenant without the prior written approval of the County shall not receive Rent credit.
4. The County must validate all costs for which Tenant requests Rent credits.
5. As required by ER 4-99, Paragraph 6.4(c), in the event the work performed requires corrective action pursuant to Article 9.B.4 above, the costs of such corrective measures are the responsibility of the Tenant and are not eligible for Rent credit. If the Tenant fails to take the required corrective measures, the Tenant will not receive a Rent credit for that improvement.
6. Rent credits for Elective Capital Improvements shall be made if the County in its discretion finds, after consulting MCPS, that the improvement will be of substantial value to the County and/or the MCPS.

7. Future Rent credits may be forfeited, at the County's option, if Tenant defaults and fails to cure as set forth in Article 17, on any term or condition of this Lease.
8. For purposes of determining annual Rent credit amounts, amortization of Capital Improvements shall be made on a straight line basis over the anticipated useful life of the Capital Improvement or the Term of this Lease, whichever is less.
9. No Rent credits shall be granted for any improvement to the extent that the improvement was paid for by a grant, loan, bond or other financial assistance from Montgomery County, Maryland, or from any other government or instrumentality.

D. As required by ER 4-99, Paragraph 6.9, Partial Reimbursement of Capital Improvements in the Event of Early Termination:

1. In the event the County terminates this Lease pursuant to Article 5 of this Lease, or in the event either party terminates this Lease pursuant to Article 16 of this Lease, the County shall reimburse Tenant one hundred (100%) percent of the remaining unamortized portion of the cost of each Qualified Non-Elective Capital Improvement and fifty (50%) percent of the remaining unamortized portion of the cost of each Qualified Elective Capital Improvement, after the termination date of the Lease, less any Rent credits for such Capital Improvements already granted to Tenant. In the event this Lease is terminated pursuant to Article 18 of this Lease, the County shall reimburse Tenant for the fair market value of the Qualified Capital Improvements to the extent of any applicable awards received by the County, less any Rent credit for such Capital Improvements already granted to Tenant, and such reimbursement shall not preclude Tenant from filing a separate claim

against the authority exercising eminent domain pursuant to Article 18 of this Lease.

2. Such reimbursements shall be made in a lump sum within ninety (90) days of such termination date, or, in the event of eminent domain, within thirty (30) days of the County's receipt of such awards, and, in the case of termination under Articles 5 or 16, shall be subject to appropriation of funds by the Montgomery County Council. In the event appropriations of funds is required, and the County or MCPS is unable to secure the funding necessary to reimburse Tenant, the County shall not terminate this Lease until such time as funding is available; in which event such termination shall be in accordance with Article 5.B.4 of this Lease.
3. In no event shall Tenant be entitled to receive reimbursement from both the County and MCPS for the same Capital Improvement.
4. Capital Improvements performed by Tenant without the prior written approval of the County will not receive reimbursement.
5. [Intentionally Omitted].
6. Except for previously taken Rent credits with respect to Qualified Capital Improvements, the County will not reimburse Tenant for any Qualified Capital Improvements in the event Tenant vacates the Leased Premises before the end of the Term, whether voluntarily or pursuant to legal action for breach of this Lease; however such shall not apply if Tenant vacates the Leased Premises after receiving a notice of termination under Article 5.
7. Tenant shall not be entitled to reimbursement in the Event of Default by Tenant pursuant to Article 17 below.

8. Tenant will not be entitled to reimbursement for any interest or finance charges, fees, administrative costs, bonds, permit fees, insurance, operating, maintenance or repair expenses, or any other costs not directly attributable to the actual construction and/or installation of Qualified Capital Improvements.
 9. Tenant will not be entitled to reimbursement for Elective Capital Improvements, unless the improvements are, at the reasonable discretion of the County, determined to be Qualified Capital Improvements and the County approves the same as such pursuant to Article 9.C.
 10. No reimbursement will be granted for any improvement to the extent that the improvement was paid for by a grant, loan, bond or other financial assistance from Montgomery County, Maryland or any other government or public agency.
- E. Required Capital Improvements: As a condition of granting this Lease to Tenant, commencing with the date of full execution of this Lease, Tenant agrees to act with all commercially reasonable speed to obtain all permits and to commence construction for the Non-Elective Capital Improvements, in accordance with the description and schedule set forth in Exhibit D-2. The Elective Capital Improvements and the Non-Elective Capital Improvements, in accordance with Exhibit D-2, are hereby designated and approved as Qualified Capital Improvements by the County and the same are subject to Rent credit.
- F. Continuation of Existing Rent Credits: The County shall credit the annual Rent payable by Tenant from the Effective Date through June 30, 2024 of the Initial Term in an amount not to exceed fifty percent (50%) of the annual amortized cost of Qualified Capital Improvements previously performed by Tenant (or at Tenant's direction) and approved by the County for Rent credits, which credit

shall be applied in equal monthly installments and shall remain subject to the conditions set forth in this Lease. The County shall credit the annual Rent payable by Tenant commencing July 1, 2024 through June 30, 2034 in an amount not to exceed fifty percent (50%) of the annual amortized cost of those Qualified Capital Improvements set forth in Exhibit D-2 performed by Tenant (or at Tenant's direction) after July 1, 2024, which credit shall be applied in equal monthly installments and shall remain subject to the conditions set forth in this Lease. The County shall credit the annual Rent payable by Tenant during the Renewal Period in an amount not to exceed fifty percent (50%) of the annual amortized cost of Qualified Capital Improvements approved by the County for Rent credits performed by Tenant (or at Tenant's direction) during the Initial Term or any Renewal Period, as the case may be, to the extent that the same has not otherwise been credited against the annual Rent payable during the Initial Term or any Renewal Period. Such credit shall be applied in equal monthly installments and shall remain subject to the conditions set forth in this Lease. Any further Qualified Capital Improvements performed by Tenant (or at Tenant's direction) during the Initial Term or any Renewal Period shall remain subject to the rent credit as described in Section 9.C of this Lease.

10. OPERATING EXPENSES:

- A. Maintenance, Repair and Upkeep of the Leased Premises: As required by ER 4-99, Paragraphs 6.3(a) and 6.3(c), the Tenant shall, at the Tenant's sole risk and expense (unless this Lease expressly provides otherwise), assume full responsibility for the maintenance, repair, upkeep and/or replacement of the entire Leased Premises and all improvements thereon, including but not limited to the repair and/or replacement of all building elements and equipment, fixtures, roof, windows, floors, ceiling tiles, walls, electrical systems, heating and air conditioning systems, plumbing systems, interior and exterior painting, outdoor areas, parking facilities, outdoor fields and playgrounds, shrubbery and landscaping located on the Leased Premises; and the County shall have the right to determine in its reasonable discretion, and notify Tenant in writing, that such maintenance, repair, upkeep, and/or replacement is required to protect the Leased

Premises from damage and deterioration. In the event such maintenance, repair, upkeep and/or replacement is due to the County's use of the Leased Premises, the County shall reimburse the Tenant for all costs and expenses incurred by the Tenant in connection with such maintenance, repair, upkeep and/or replacement within thirty (30) days of the Tenant's delivery to the County of written receipt thereof.

- B. Operating Expenses for Leased Premises: As required by ER 4-99, Paragraph 6.3(b), the Tenant must pay all operating expenses for the Leased Premises, including, but not limited to, utility bills and expenses, janitorial services, trash removal, pest control, snow removal, grounds maintenance, on-site parking facilities, preventive maintenance, day-to-day minor and major maintenance, tree removal, fence repair and/or replacement, and repair or replacement of playground equipment, and any other repair, replacement or maintenance required to keep the Leased Premises in clean and safe operating condition, as determined by the County.

11. FIXTURES AND EQUIPMENT: All items which are attached to the Leased Premises, or are a part of the systems of the Leased Premises at the time the Leased Premises are delivered to Tenant, shall remain with the Leased Premises and shall be delivered to Tenant along with the Leased Premises. All moveable partitions, trade fixtures, floor coverings or equipment installed within the Leased Premises at Tenant's expense shall remain the property of Tenant and may be removed by Tenant at the expiration or other termination of this Lease. Upon removal of the Tenant's property from the Leased Premises, the Tenant, at its sole expense shall repair any damage to the Leased Premises caused by such removal so that the Leased Premises are in substantially the same condition as at the commencement of the Lease Term, reasonable wear and tear excepted.

12. CONDITION OF PREMISES: Tenant accepts the Leased Premises in "as is" condition, and Tenant agrees to maintain the Leased Premises, including all improvements therein, in good condition and state of repair throughout the Term and any extension thereof in accordance with Article 10 above. Tenant acknowledges that Tenant and its predecessors have been in exclusive, continuous use and possession of the Leased Premises since 1978. For purposes of maintenance and upkeep, the Leased Premises includes the improvements, including, without limitation the buildings,

walkways, play areas, parking lots, driveways, the Exterior Play Areas and Fields on the Leased Premises, and other improvements and land located on or within the Leased Premises from time to time, but shall not include adjacent athletic fields or outside grounds or other areas not part of the Leased Premises. Tenant agrees to keep the Leased Premises clean and neat in appearance at all times, and to keep grass trimmed, trees treated and shrubbery pruned as necessary to maintain them in good condition and appearance. Tenant agrees to make repairs and replacements as necessary for the safe use of the Leased Premises, protection of the Leased Premises from damage or deterioration, including changes necessary to comply with state, federal or local laws, including, but not limited to changes, if required, to comply with the ADA, however, per Article 10 above, if such maintenance and repair is due to the County's use of the Leased Premises, the County shall reimburse the Tenant for all costs and expenses incurred by the Tenant in connection with such maintenance and repair within thirty (30) days of the Tenant's delivery to the County of written notice thereof.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

- A. Tenant Insurance: Tenant agrees to obtain and maintain, during the full Term of this Lease, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of \$5,000,000 (five million dollars) per claim for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and a \$1,000,000 (one million dollars) limit for fire legal liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.
- B. Tenant agrees to obtain and maintain, during the term of the Lease, and any extension thereof, a policy of Automobile Liability Coverage with a minimum limit of liability of one million dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.
- C. Tenant agrees to obtain and maintain, during the Term of this Lease, and any extension thereof, a policy of workers compensation and employers liability

coverage in the amount of \$100,000 (each person) for bodily injury by accident or by disease and \$500,000 for bodily injury by accident or by disease (policy limits).

- D. Tenant agrees to obtain and maintain, an All-Risks Broad Form Property Policy including fire and extended coverage during the Term and any Renewal Periods to protect the full replacement value of all contents of the Leased Premises and all interests of the Tenant, including Capital Improvements, against any loss. Any deductibles under this policy shall be funded by the Tenant. The County does not provide any coverage for Tenant's owned contents and Capital Improvements to the Leased Premises.
- E. Installation Floater / Builders Risk – During Capital Improvements - Tenant must require their contractor/subcontractor to provide a Builder's All Risk Policy including fire and extended coverage to protect the interest of the County, contractor and sub-contractors against loss caused by the perils insured in the amount of 100% of the insurable value of the project on a replacement cost basis. The coverage must be written on a completed value form and shall cover all property in the course of construction, including but not limited to materials and equipment and temporary structures. Coverage shall also include mechanical and electrical. The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverages with a sub-limit of \$500,000 per occurrence. Tenant and Montgomery County must be named loss payee.
- F. The General Liability, Automobile and any excess liability policies must name Montgomery County as an additional insured. Builders Risk and/or Installation Floaters must name the County as loss payee. All policies must provide the County with forty-five (45) days advance written notice of material amendment or cancellation (except for non-payment of premium, in which case the notice of cancellation would be 10 days), or Tenant shall be responsible for providing the County with such notice.

- G. The Tenant shall, within ten (10) days following execution of this Lease deliver to the County a certificate(s) of insurance and copies of the policies evidencing the coverage(s) required above. The certificate(s) must be issued to Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. Tenant has the obligation to assure that the County always has a valid Certificate of Insurance in its possession.

14. INDEMNIFICATION:

A. TENANT'S INDEMNIFICATION OF COUNTY: The Tenant will indemnify the County and save it harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys fees, in connection with loss of life, personal or bodily 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 Tenant of the Leased Premises or any part thereof including the Exterior Play Areas and Fields on the Leased Premises, occasioned by any negligent act or omission of the Tenant, or its invited subtenants, agents, contractors, guests or employees, excepting claims arising out of the negligence or wrongful acts or omissions of the County, the County's agents, and employees. The County shall provide to Tenant, as soon as possible following receipt thereof, notice of any and all claims under which County will rely on this indemnification.

15. TENANT'S DUTIES AND COVENANTS:

- A. Waste: Tenant shall not damage or deface the Leased Premises, nor suffer or permit any waste in or upon the Leased Premises.
- B. Hazardous Materials: Tenant shall not keep or store gasoline, other flammable material, any explosive, or hazardous material as defined under State and Federal and County laws and regulations, within the Leased Premises which shall increase the rate of fire insurance on the Leased Premises beyond the ordinary risk established for the type of operations described in Article 3 of this

Lease. The County recognizes that such ordinary risk for the type of operations described in Article 3 hereof includes, but is not limited to, keeping small amounts of such materials for purposes of operating lawn maintenance equipment, science laboratories, or other purposes related to the use, maintenance, repair or replacement of the Leased Premises or any portion thereof. Any such increase in the insurance rate due to the above, or due to Tenant's special operations within the Leased Premises, shall be borne by Tenant. Tenant shall not willfully do any act or thing in or about the Leased Premises which may make void or voidable any insurance on the Leased Premises, and Tenant agrees to conform to all reasonable written rules and regulations established from time to time by the County (as a governmental authority and not as a landlord), the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

- C. Use: Tenant shall not permit any trade or occupation to be carried on or use made of the Leased Premises outside of the scope of this Lease described in Article 3 hereof. Further, Tenant shall not use or allow to be used the Leased Premises or any part thereof for any illegal, unlawful or improper purpose or for any activity which shall constitute a nuisance to adjacent properties or the adjacent neighborhood. Tenant acknowledges that all of its responsibilities relating to the use or misuse of the Leased Premises and anything therein shall be construed to include use or misuse thereof by Tenant's invited agents, subtenants, employees, students, guests and subtenants, but shall also be construed to exclude use or misuse thereof by persons or entities approved by the County other than Tenant, its subtenants, invited agents, patrons, guests or employees.
- D. Signage: Tenant shall not place upon the Leased Premises any permanent placard, sign, lettering or awning (a "Projection") except such, and in such place and manner, as first approved in writing by the County or CUPF. The County's or CUPF's approval shall not be unreasonably withheld. Any such sign or Projection must be permitted under the Zoning Ordinance and must be

approved by the County agency responsible for administering the Zoning Ordinance, which may withhold its approval for any reason. Tenant's existing signage on the Leased Premises is hereby approved by the County.

- E. Expenses: Tenant shall pay all of its bills and expenses relating to Tenant's use of the Leased Premises on time and shall not permit any disruption of any service, including, but not limited to, utilities, to any portion of the Leased Premises.
- F. Authority: Tenant verifies and acknowledges that the person executing this Lease on behalf of the Tenant has the legal authority to bind the Tenant to the duties and obligations set forth herein. Tenant further verifies and acknowledges that such person's signature creates a binding obligation on the part of the Tenant for the Term. Tenant verifies and acknowledges that it is in good standing and/or qualified to do business in the State of Maryland, as attached as Exhibit J.
- G. Performance: Tenant agrees to and shall perform any and all obligations under this Lease in a timely manner. It is understood, agreed and covenanted by and between the parties that Tenant, at Tenant's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County, or any local government with jurisdiction over the Leased Premises.
- H. Toxic Substances Control Act: Tenant specifically acknowledges its responsibility to comply with the requirements of the Toxic Substances Control Act ("TSCA") 15 U.S.C. 2601 et seq. and its implementing regulations governing asbestos-containing materials in schools, the Asbestos Hazard and Emergency Response Act ("AHERA"), 40 C.F.R. Part 763, Appendix C Subpart E.

16. DAMAGES TO OR DESTRUCTION OF LEASED PREMISES:

- A. Notice: Tenant shall provide the County with notice, as soon as practicable, of accidents on or damages to the structure, equipment, or fixtures of the Leased Premises or of defects in the roof, plumbing, electric and heating and cooling systems of the building improvements on the Leased Premises, or to any defects or damages to the Property.
- B. Right to Restore or Terminate: In the event that the Leased Premises are substantially destroyed or damaged from whatever cause so as to render all or a substantial portion (which, for purposes of this Lease, shall mean 25% or more of the Leased Premises) of the Leased Premises unfit for the purposes for which such areas were leased, and the Leased Premises can be restored to its pre-existing condition within two-hundred seventy (270) days, the Tenant shall notify the County in writing within thirty (30) days of the date of such destruction or damage whether or not it intends to make such repairs and the Tenant shall promptly and with due diligence repair any damage to the Leased Premises. Notwithstanding the foregoing, if the repair of said destruction or damage to the Leased Premises cannot reasonably be accomplished by the Tenant with available insurance proceeds within two hundred seventy (270) days following the date of such destruction or damage, the Tenant shall notify the County in writing within thirty (30) days after the date of the destruction or damage occurred, and Tenant and the County shall each be entitled to terminate this Lease by written notice to the other within ten (10) days of such written notice.
- C. Standard of Work: In the event that the Tenant is able to undertake the repair of the Leased Premises, and provided neither party elects to terminate this Lease in accordance with Article 16B above, the Tenant shall complete said repairs in a diligent manner as soon as practical after the date of destruction or damage, with all parties acting diligently, and this Lease shall not be affected,

except that during reconstruction the Rent shall be reduced by a percentage corresponding to the portion of the Leased Premises to which Tenant is denied normal occupancy and use.

17. DEFAULT:

A. Events of Default. Each of the following shall constitute an event of default (the "Event of Default"):

1. Tenant's failure to pay Rent and the continuance thereof for thirty (30) days after receipt from the County of written notice. Notwithstanding the foregoing, the County shall not be required to provide Tenant with more than three (3) monthly written notices during any twelve (12) month period.
2. Failure to substantially perform under any term, covenant or condition of this Lease other than failure to pay rent, and the continuance thereof for thirty (30) days after written notice from the County specifying said failure, or such greater time as may be reasonably required to correct such failure, with Tenant acting diligently.
3. The commencement of any involuntary action or proceeding for the dissolution or liquidation of Tenant, or for the appointment of a receiver or trustee of Tenant's property, and the failure to discharge any such action within one hundred twenty (120) days.
4. The making of any assignment for the benefit of Tenant's creditors.
5. The abandonment of the Leased Premises by Tenant. Abandonment is defined as the failure of Tenant to operate the Permitted Use for one hundred twenty (120) consecutive days or longer, unless otherwise excused under the terms of this Lease.

6. Failure to comply with the Traffic Management Plan required in Article 42, below.

B. Tenant Penalties. In the event that an Event of Default shall occur as hereinabove stated, provided Tenant fails to cure said default within the time period set forth in this Lease, then, and in every such case thenceforth, at the option of the County or the County's assigns pursuant to Article 23 below, the Tenant shall be subject to one of the following penalties, depending upon the nature and severity, in the County's sole judgment:

1. Tenant's right of possession shall end, this Lease shall be terminated by the County, and the County may proceed to recover possession under the laws of the State of Maryland.
2. The County may, but shall not be obligated to, without waiving such Event of Default, undertake appropriate action to correct the Event of Default at the reasonable expense of Tenant, in which case Tenant shall pay the County all incurred costs of such performance promptly upon receipt of an invoice.
3. In addition to the other rights of the County, as set forth in this Article 17.B, in the event Tenant's Event of Default is due to a failure to perform under Article 17.A.2 above, and such Event of Default continues for forty-eight (48) hours after written notice from the County that the cure period specified in Article 17.A.2 above has expired, the County shall charge Tenant, as Additional Rent, the greater of (i) Five Hundred Dollars (\$500) per day for each day such Event of Default continues, or (ii) the actual costs to undertake appropriate action to correct the Event of Default pursuant to Article 17.B.2 above.

4. The County's acceptance of Rent after the cure period set forth in Article 17.A.1, or Additional Rent as provided in Article 17.B.3 above, shall not constitute a waiver of the County's right to terminate this Lease in accordance with Article 17.B.1 above and recover possession in a subsequent month during the Term.
- C. County Remedies. Upon occurrence of an Event of Default by the Tenant, the County is entitled to all remedies available at law or in equity, including, but not limited to, the right to terminate this Lease, the right to re-let the Leased Premises (if the Lease has been terminated), with any termination of this Lease to be effectuated by appropriate proceedings brought in any court of competent jurisdiction in Montgomery County, Maryland. Notwithstanding the termination of this Lease, the Tenant shall remain liable for any and all claims, costs, damages, expenses, fees, liabilities and losses suffered by or incurred on behalf of the County as a result of Tenant's Event of Default, including all reasonable attorney's fees and any costs the County incurs recovering possession of the Leased Premises.
- D. No Waiver. In the event that proceedings shall at any time be commenced for recovery of possession as aforesaid and a compromise or settlement shall be effected either before or after judgment whereby the Tenant shall be permitted to retain possession of the Leased Premises, then such proceedings do not constitute a waiver of any condition or agreement contained herein or of any subsequent breach of this Lease. No waiver of any breach of any condition contained herein shall be construed to be a waiver of that condition or of any subsequent breach thereof.
- E. Re-Renting Leased Premises: In the event of a default by Tenant hereunder beyond any applicable notice and cure periods, the County may, in addition to all other right and remedies provided in this Lease or by law or equity, by appropriate proceedings, recover the Rent then due, or, at its option, the County may re-rent from time to time the Leased Premises, and such re-renting may be

for a term or terms equal to, less, or greater than the remaining Term hereunder. The Tenant shall not be liable for any deficiency in Rent for any part of the term of such re-renting beyond the Term of this Lease. County shall be entitled to collect the Rent accruing under such re-renting and to apply the same first to any costs and expenses, including "standard" improvements and repairs necessary for re-renting, and reasonable attorney's fees incurred in connection with such re-renting and collection of Rent, and then to Rent. Tenant shall be responsible for any remaining deficiency or unrecovered sums. In the event of any suit by the County to recover possession, or for unpaid Rent, the County shall also be entitled to recover costs of suit, including reasonable attorney's fees.

18. EMINENT DOMAIN:

- A. County Right: The County is entitled to receive any award from a governmental authority other than Montgomery County, Maryland for the fair market value of the land and improvements upon which the Leased Premises are located.
- B. Tenant Right: Tenant is not precluded from claiming, proving and receiving, in a separate claim filed by Tenant against the authority exercising the power of eminent domain, such sums to which the Tenant may be entitled as compensation, including, without limitation, reimbursement of Qualified Capital Improvements, provided that such a separate claim does not interfere with or reduce the County's award and is pursuant to the terms set forth in Article 9.D herein.
- C. Right to Terminate: The County or Tenant may terminate this Lease upon exercise of eminent domain by a condemning authority that renders the Leased Premises unfit for the use and purpose set forth in Article 3 herein.

19. SUBLEASING:

A. County Consent for Tenant Subleasing: As required by ER 4-99, Paragraph 6.10, Tenant must not sublease any part of the Leased Premises without the County's express written consent. The County's written consent must be obtained in the following manner:

1. Tenant must submit to the County a copy of the proposed sublease, a description of the activities and uses proposed by the subtenant, proof of the subtenant's ability to pay Rent, adequately maintain the portion of the Leased Premises that is the subject of the proposed sublease, and otherwise comply with all terms and conditions of this Lease, and any other information pertinent to the proposed subtenant's use and occupancy as may be requested by the County.
2. The County must notify the Montgomery County Council, the Montgomery County Planning Board and BOE of each proposed sublease within ten (10) days after receiving notice from the Tenant, and must consider any comments received from same as required by law.
3. The County shall make a decision on the proposal and must respond in writing to the Tenant not later than forty-five (45) days after receipt of all information required by Article 19.A.1, above, or any additional information that may be requested by the County.
4. The County must not approve any sublease if the County determines, in its sole discretion, that the proposed use of the sublessee's performance is likely to result in a greater negative impact on the surrounding neighborhood than the current use and Tenant.

B. Permitted Subleasing by Tenant: As required by ER 4-99, Paragraph 6.11, subleasing by Tenant shall be permitted only under the following terms and conditions:

1. Each sublessee must comply with all applicable zoning and land use requirements, all reuse restrictions approved in any Montgomery County Council resolution, and all provisions of this Lease.
2. Any rent charged to a sublessee must be limited to the sublessee's prorated share of operating, maintenance, and administrative expenses actually incurred by Tenant, including the cost of any Capital Improvement made or contracted by the Tenant, plus an amount equal to the same rate of Rent the Tenant pays to the County. The County may require satisfactory written evidence of compliance with the provisions of this Article 19.B.2.
3. If the County finds that the Tenant received more Rent or Additional Rent from a sublessee than permitted by this Lease, the Tenant must pay to the County as Additional Rent, with the next Rent payment due, all excess Rent received.
4. The Tenant's obligations to pay all funds due to the County and perform all duties required under this Lease survive any sublease until fully performed by the Tenant.

20. RIGHT OF ENTRY:

- A. Repairs and Inspection: As required by ER-99, Paragraph 6.0, the Tenant shall permit the County, as landlord, its agents or employees, at reasonable times and upon reasonable notice (not less than three (3) business days prior written notice) to enter the Leased Premises without charge and without diminution of Rent to: (1) examine, inspect and protect the Leased Premises; (2) to perform

maintenance and repairs the County may in its reasonable discretion consider necessary or desirable; (3) to exhibit the Leased Premises to prospective purchasers or tenants; and, (4) enforce the terms of the Lease and take action, including an inspection of the Leased Premises at least annually, to assure that the Tenant complies with its obligations under the Lease. The County retains all of its rights as a government to enter onto the Leased Premises as permitted by law and for all lawful purposes.

- B. Emergency Access: In cases of an emergency involving imminent risk of injury or death to persons or damage to property, the County, its agents or employees, without prior notice to the Tenant, may enter onto the Leased Premises, however, the County shall notify the Tenant of any such entry under this Article as soon as it is practicable under the circumstance.
- C. Locks: Tenant shall not alter or change exterior locks installed on the Leased Premises, however, in the event of an approved County change, Tenant shall provide the County with keys to the new locks installed in the Leased Premises.

21. RETURN OF THE LEASED PREMISES:

- A. Tenant's Property: At the conclusion of the Term as set forth in Article 2, or following the termination of this Lease for any other cause, the Tenant shall remove all of Tenant's goods and effects from the Leased Premises and return to the County all keys, locks, and other fixtures belonging to the County, in good repair, reasonable wear and tear and damage by casualty excepted. In the event that Tenant's property is not removed from the Leased Premises after the termination of this Lease, the property remaining shall become the property of the County. The County shall dispose of such property in the manner it deems appropriate.
- B. Condition of Leased Premises: The Tenant shall return the Leased Premises to the County in the same condition as received at the beginning of the Lease

Term in "broom clean" condition, reasonable wear and tear and damage by casualty and Capital Improvements approved by the County excepted. At the time of termination of this Lease, and at the County's option, the Tenant shall participate in a walk-through with the County's agent or employee to inspect the Leased Premises.

- C. Signs: Following termination of this Lease, the Tenant shall remove any and all signs erected by or on behalf of Tenant and shall pay for or repair any damage caused by the installation or removal of such signage.

22. HOLDOVER:

- A. No Right to Holdover: The Tenant shall have no right to holdover and continue to occupy the Leased Premises upon expiration or termination of this Lease without first obtaining the prior written permission of the County.
- B. Holdover with Consent: If the Tenant holds over after the expiration of this Lease with the County's prior written consent, the tenancy created by such holding over shall be a month-to-month tenancy, but in all other respects shall be governed by the terms of this Lease, provided, however, that (i) in all cases (except an Event of Default by the Tenant) a thirty (30) day notice shall be required to terminate the tenancy created by such consented hold-over; and (ii) the monthly Rent payable hereunder during any such holdover period shall be 150% of the Rent in effect for the last month of the Term then ending; and provided that (a) if, upon the expiration of this Lease, the County and Tenant are actively engaged in good faith negotiations for a renewal or extension of this Lease, the County agrees (on the condition the remainder of such holdover rent is paid timely) to defer payment in excess of such holdover rent above the Rent in effect immediately prior to the expiration of this Lease until the earlier of the sixtieth (60th) day after the expiration of the Term or the date on which such negotiations cease, and (c) if, on or before the ninetieth (90th) day after the expiration of the Term, County and the Tenant execute and deliver a

renewal or extension of this Lease, then County may agree to waive payment of the amount of holdover rent deferred pursuant to this Article.

- C. Holdover without Consent: Notwithstanding the foregoing, if the Tenant holds over the expiration of this Lease without the County's consent, the Tenant shall, in the absence of any agreement to the contrary, be the Tenant at sufferance and shall pay to the County holdover damages equal to the then-current fair market value of the Leased Premises plus Additional Rent in effect immediately prior to the expiration of the Term for the entire period of such tenancy at sufferance, and the County may avail itself of all rights provided at law or in equity.
- D. Indemnification: Tenant shall defend, indemnify, and hold the County harmless from and against any and all claims, losses, liabilities, or damages resulting from the Tenant's failure to surrender possession of the Leased Premises in accordance with this Article (including, but not limited to, any and all claims made by any succeeding tenant).

23. ASSIGNMENT: Except as otherwise provided in Article 43, Tenant shall not assign this Lease without the prior written consent of the County, nor shall any assignment hereof be effected by operation of law or otherwise without the prior written consent of the County. Any assignment consented to by the County shall not relieve the Tenant from any of its obligations under this Lease, and such consent by the County shall not be effective unless and until (i) Tenant gives written notice thereof to the County, which notice shall state the name and address of the proposed assignee, and identify the nature and character of the proposed use of the Leased Premises by assignee, (ii) such assignee shall deliver to the County a written agreement in form and substance satisfactory to the County pursuant to which such assignee assumes all of the obligations and liabilities of the Tenant hereunder, and (iii) Tenant shall deliver to the County a copy of the proposed assignment agreement. Tenant shall also provide any additional information the County reasonably requests regarding such proposed assignment. The County shall not approve any assignment if such an assignment results in any profit or financial gain in excess of permitted costs and expenses. Any assignment without the County's written consent may be declared null and void by the County and, at the County's election,

constitute an Event of Default hereunder. The County shall not assign this Lease without prior notice to the Tenant.

24. THE COUNTY'S TITLE AND COVENANT OF QUIET ENJOYMENT: The County covenants that it has full right and power to execute and perform this Lease, and that it shall put Tenant into complete and exclusive possession of the Leased Premises, as set forth herein. The County covenants and agrees that, if Tenant pays all Rent, and performs all of its obligations under this Lease, the Tenant shall, at all times during the Term, and any extensions thereof, have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes stated in this Lease unless the County terminates this Lease as provided in ER 4-99 or otherwise in accordance with the terms of this Lease.

25. CUMULATIVE REMEDIES: Except as otherwise expressly set forth herein, all remedies granted in this Lease otherwise provided by law shall be cumulative and, unless inconsistent, may be exercised separately, concurrently or successively.

26. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the Parties and each of their respective successors, assigns or representatives.

27. DISPUTES: The County and Tenant agree that any dispute concerning a question of fact arising under this Lease which is not resolved by agreement of the Parties shall be decided by the Chief Administrative Officer of Montgomery County, or his/her designee, who shall notify the Parties in writing of the determination made within thirty (30) days of receipt of the matter. The Tenant and the County shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending final decision of a dispute regarding a question of fact hereunder, Tenant and the County shall proceed diligently with the performance of all provisions under this Lease. The decision of the Chief Administrative Officer or his/her designee as to questions of fact shall be final and conclusive. This Article does not preclude consideration of questions of law by a court of competent jurisdiction in connection with the aforesaid decisions.

28. **WAIVER**: The waiver at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of either Party.

29. **NON-DISCRIMINATION**: Tenant agrees to comply with the non-discrimination in employment policies in County contracts as required in Sections 11B-33 and 27-19 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws, rules and regulations regarding employment discrimination. By signing this Lease, the Tenant assures the County that in accordance with applicable law, it does not, and agrees that it shall not engage in any employment discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations. The Tenant 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, , ancestry, national origin, age, sex, marital status, sexual orientation, gender identity, family responsibilities, or genetic status of any individual or disability of a qualified individual, or because of any reason that would not have been asserted but for the race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, sexual orientation, gender identity, family responsibilities, or genetic status.

30. **CONTRACT SOLICITATION**: Tenant 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 of bona fide established, licensed, commercial selling or leasing agencies (the "Broker") maintained by the Tenant for the purpose of securing business or an attorney rendering professional legal services consistent with the canons of ethics of the profession. Tenant is responsible for paying any Broker's fees or commissions for any Broker with whom Tenant has any contract or agreement and for paying all of Tenant's attorneys' fees in connection with the negotiation of this Lease.

31. **ETHICS REQUIREMENT**: Tenant understands and agrees that unless authorized pursuant to Section 11B-52 and Chapter 19A of the Montgomery County Code (2004), as amended, that it is unlawful for any person or entity transacting business with the County to employ a public employee contemporaneous with his or her public employment.

32. FORCE MAJEURE: Neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or insurgency, sabotage, inability to obtain any material or service, through natural or other causes beyond the control of either of the Parties; provided, however, that this provision shall not excuse any non-payment of Rent as and when due and payable under this Lease. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a party.

33. RESIDENT AGENT: The Resident Agent for the Tenant is Joseph E. Powers.

34. MAILING NOTICES: All notices required by this Lease shall be in writing and shall be given by either party by first class mail, postage prepaid, return receipt requested or with a nationally recognized overnight delivery service which provides confirmations of receipt, addressed to the County or Tenant, respectively. Notice to the Parties shall be addressed as follows:

THE COUNTY:

MONTGOMERY COUNTY, MARYLAND

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

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

THE TENANT:

Our Lady of the Woods Corporation
6801 Greentree Road
Bethesda, Maryland 20817
Attn: Head of School

With a copy that does not constitute notice to:

Lerch, Early & Brewer, Chtd.
7600 Wisconsin Avenue, Suite 700
Bethesda, Maryland 20814
Attn: Patrick O'Neil, Esquire

35. INDEMNITY BOND: In the event of a default by Tenant under this Lease beyond any applicable notice and cure periods, and upon the request of the County at any time during the Term of this Lease, for reasonable cause in its reasonable discretion, Tenant shall obtain and maintain an executed miscellaneous indemnity bond in the amount of the annual Rent for the current Lease Year to remain in full force and effect throughout the remainder of the Term, as security for the faithful performance of all the terms and conditions of this Lease. The County shall have the right, but not the obligation, to request such a bond from the Tenant. The County, in its reasonable discretion, may accept an appropriate substitute surety. Tenant shall, within fifteen (15) days from the date of the request by the County, deliver to the County the said surety, evidencing the coverage hereinabove stated. Failure to deliver the bond or surety as required is considered by the County to be an Event of Default under this Lease.

36. NON-APPROPRIATION AND INDEMNIFICATION BY COUNTY: Any obligation or indemnification given by the County in this Lease is subject to, limited by and contingent upon the appropriation and availability of funds, as well as the notice requirements and damages caps stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (the "LGTC"), and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-5A-02, (together the "County Indemnification Statutes"), all as amended from time to time. This indemnification is not intended to be a waiver of governmental immunity by the County, and is not intended to create any rights or causes of action in third parties. The County is not liable for damages or injury occasioned by the negligent acts or omissions of Tenant or its agents, or their failure to comply with the obligations under this Lease.

37. 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 no other unrelated provision shall be affected and shall continue in full force and effect.

38. 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.

39. RIGHT OF REDEMPTION: To the extent permitted by law, the Tenant hereby waives any and all rights of redemption and rights to cure any default hereunder (howsoever denominated) after the County recovers possession of the Leased Premises now or hereafter granted to the Tenant pursuant to applicable law. No acceptance by the County of any monies owed by the Tenant to the County shall constitute a waiver of the provisions of this Article, nor shall any refusal by the County to accept any tender by the Tenant of any sums owed by the Tenant to the County, in connection with any purported exercise of any right of redemption or right to cure to which the Tenant would otherwise be entitled, constitute a release of the Tenant from any liability hereunder.

40. RULES AND REGULATIONS: Existing Rules and Regulations are incorporated by reference and made a part of this Lease as Exhibit G. The County reserves the right to amend the existing Rules and Regulations from time to time, at the County's reasonable discretion. Tenant shall comply with any and all Rules and Regulations adopted by the County and provided in writing to the Tenant. Tenant's failure to obey the Rules and Regulations constitutes an Event of Default under this Lease for which the County may pursue any or all of the remedies set forth in Article 17.C, County's Remedies. In the event of a conflict between the Rules and Regulations and this Lease, the Lease is controlling.

41. COMMUNITY LIAISON COMMITTEE: As required by ER 4-99, Paragraph 6.16, the Tenant shall convene a community liaison body that shall effectively respond to concerns of residents of the surrounding neighborhood that result from operation of the school (the "Community Liaison Committee" or "CLC"). The Tenant shall meet with members of the surrounding communities on at least a quarterly basis, for the purpose of establishing a neighborly relationship. The first of such meetings under the Lease shall be held within ninety (90) days of the effective date of this Lease. The Community Liaison Committee shall be comprised of the following voting members: (i) Head or Associate Head of The Woods Academy; (ii) the STC; (iii) one member of The Woods Academy's Board of Trustees; (iv) a representative from the BBCA; and (v) a representative from each of the following streets: Greentree Road, Renshaw Drive, Michaels Drive, Burdette Road and Burning Tree

Road. Street representatives shall be identified by the BBCA at the first CLC meeting of each academic year or as soon thereafter as feasible, and any replacement representatives shall be identified at the first CLC meeting after the replacement. The Peoples' Counsel of Montgomery County may also participate in CLC meetings as a non-voting member. This coordinating group shall monitor traffic impact on the neighborhood and discuss possible solutions to be implemented. Tenant shall keep the community abreast of any activity planned at the school that could substantially impact the community's use of the facility or the quality of life in the neighborhood. Tenant shall respond to community complaints or concerns in an expeditious manner. Tenant shall work cooperatively with the neighborhood and all interested parties on the matter of future traffic improvements pursuant to the Traffic Management Plan attached hereto as Exhibit H or any future revised version of the plan. The coordinating group shall submit to the Office of the Montgomery County Executive and the Montgomery County Council an annual report which shall contain, at a minimum, (i) summary of events that occurred at the coordinating group meetings, and (ii) the action, if any, taken or recommended to complaints or concerns raised by the community in connection with the operation of the school.

42. TRAFFIC MANAGEMENT PLAN:

- A. Compliance: The Tenant shall comply with the Traffic Management Plan (the "Plan"), an updated version of which is attached hereto as Exhibit H.
- B. Requirements: Any traffic management plan shall accomplish the following:
 - 1. Operating Plan: Establish an operating plan for both routine school activities and special events that clearly identifies on-site access, circulation and parking rules and regulations, and the use of off-site parking areas other than on-street parking to prevent a detrimental impact on surrounding residential areas.
 - 2. Drop-off and Dismissal: Identify means by which vehicular traffic associated with school drop-off and dismissal activities shall be contained on site.

3. **Monitoring:** Establish regular monitoring activities to facilitate identification and implementation of operational access and circulation improvements.
 4. **Tenant Representative:** Provide the name, phone number, address, fax number, and email address of the Tenant representative responsible for enforcing the Plan. Tenant shall be responsible for keeping the Tenant representative information up-to-date.
- C. **Continuing Review:** The Plan shall be subject to review and modification from time-to-time as deemed necessary by the County and as agreed by the Tenant.

43. EFFECT OF ER 4-99 AND COMCOR SEC. 11B.45.02: In the event of any conflict between the terms of this Lease and the provisions of ER 4-99 and COMCOR § 11B.45.02, the provisions of ER 4-99 and COMCOR § 11B.45.02 will control.

[SIGNATURE PAGE FOLLOWS]

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

WITNESS:

By: Armeny Mahshigian

TENANT:

OUR LADY OF THE WOODS
CORPORATION, a Maryland nonprofit
corporation

By: [Signature]

Date: 12/15/19

THE COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: Jerome Fletcher

Title: Asst. Chief Administrative Officer
ASSISTANT CHIEF ADMINISTRATIVE OFFICER

Date: 2/21/2020

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Neal Anker

Date: 2/20/20

RECOMMENDED

By: Cynthia L. Brenneman
CYNTHIA L. BRENNEMAN, G.
DIRECTOR, OFFICE OF REAL ESTATE

Date: 2/20/20

Exhibit A - Deed
[Background 1]

1951

L18 FM
11/19/95

TOGETHER WITH ALL the rights, privileges, easements, appurtenances and advantages thereto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property and rights unto the said COUNTY, its successors or assigns in fee simple.

AND the said GRANTOR does hereby covenant that it will warrant specially the property hereby conveyed, and that it will execute such further assurances of said lands as may be requisite.

WITNESS the hand and seal of the President and Secretary of the GRANTOR the day and year first above written.

ATTEST:

BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND

Paul L. Vance
Paul L. Vance, Secretary

Alan Cheung
Alan Cheung, President

APPROVED for the Board of Education of Montgomery County.

Paul L. Vance
Paul L. Vance, Superintendent of Schools

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) ss

I hereby certify that on this 24th day of March, 1995, before the subscriber, a Notary Public in and for the aforementioned State and County personally appeared ALAN CHEUNG and PAUL L. VANCE, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and did acknowledge same to be the act and deed of the BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND, and that they in the presence of me, the undersigned, are the President and Secretary of the Board of Education of Montgomery County, Maryland, and that they have signed the foregoing instrument on behalf of the BOARD OF EDUCATION OF MONTGOMERY COUNTY, Maryland, for the purposes therein contained.



William Crawford
Notary Public

LIB F11
11479.762

I hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

Carol S. Rubin

Carol S. Rubin
Assistant County Attorney

Grantor's Address: 850 Hungerford Drive, Rockville, MD 20850
Grantee's Address: 110 North Washington Street
Rockville, MD 20850
Property Address: 6801 Greentree Road, Bethesda, MD
Title Insurer: None

2647.mcg:87.02015

MAY 18 1993

7.50/ 417945



PAID TO GOVERNMENTAL, RELIGIOUS
OR CHARITABLE ORGANIZATION

Deborah

TELEPHONE
301/717-2000
FAX 301/717-2002
TDD 301/717-2009

LIB F-1
Montgomery County Government
OFFICE OF THE COUNTY ATTORNEY

Executive Office Building
101 Monroe Street, 5th Floor
Rockville, Maryland 20850-1289



Bettie Skelton, Clerk
Circuit Court for Montgomery
County, Maryland
Courthouse
Rockville, Maryland 20850

Dear Ms. Skelton:

Please record the attached document on behalf of
Montgomery County, Maryland, and waive the usual recording fee.
Thank you for your attention to this matter.

Very truly yours,

JOYCE R. STERN
COUNTY ATTORNEY

Diane R. Schwartz Jones

Diane R. Schwartz Jones
Associate County Attorney

0967 .nmj
IRK:SNL:90.00000
Attachment

**Exhibit B-1 - Legal Description of Property
[Background 1]**

EXHIBIT B-1—LEGAL DESCRIPTION OF THE PROPERTY

All those pieces or parcels of ground and other rights situate and lying in Montgomery County, Maryland, and more particularly described as follows:

BEING all that parcel of land conveyed to the Board of Education of Montgomery County, Maryland, by Martha F. Riess, by deed dated October 18, 1960, and recorded among the Land Records of Montgomery County, Maryland, at Liber 2792, Folio 32, containing 11.7718 acres, more or less.

LESS AND OUTCONVEYANCE of 5.6121 acres by the Board of Education of Montgomery County, Maryland, to The Maryland-National Capital Park and Planning Commission by deed dated July 11, 1961, and recorded among the Land Records of Montgomery County, Maryland, at Liber 2877, Folio 173.

The total acreage conveyed by the deed is 6.1597, more or less.

BEING that property known as Fernwood Elementary School.

**Exhibit B-2 – Plat Showing the Leased Premises and All-Purpose Room
[Article 1]**

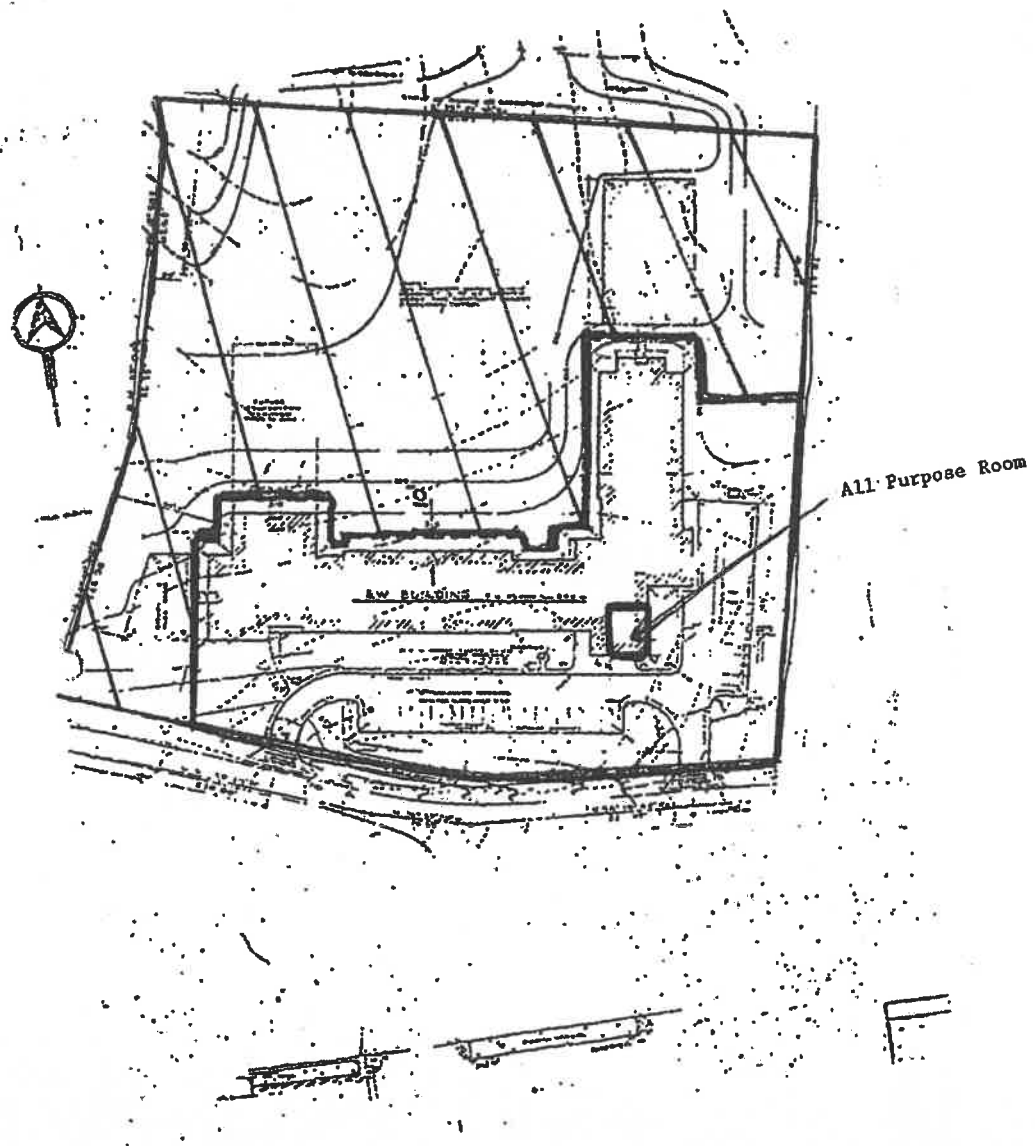


Exhibit C – Letter from CUPF
[Article 7.A]

Printed by: BRENNC
Mail: Fernwood Elementary School
From: MARJORIE ROHER
To: 3 recipients

--- Received from CUPF.ROHERM 240-777-2723 99-06-30 09.11

-> DFWT-FS.BRENNC	CYNTHIA L. BRENNEMAN	DFWT-FS
-> lisacwalker@nationsbank.com		
-> CUPF.GONGG	GINNY GONG	CUPF

I am writing at the request of Ginny Gong and in response to your conversation with her on June 28. As discussed, the Office of Community Use of Public Facilities (CUPF) will allow Woods Academy to extend their use of Fernwood Elementary School to 6 pm on weekdays. As a result, CUPF will not permit any community use at Fernwood until after 6 pm. If you have any questions, please contact this office at 240-777-2706.

Printed: 7/1/99 9:49AM

1

EXHIBIT C

Exhibit-C

**Exhibit D-1 –Capital Improvements Completion Report
[Article 9]**

[To be attached per Completion of Capital Improvements per Section 9.B.4]

Exhibit D-2 –Phased Capital Improvements
[Article 9.E]

LEASE PROPOSAL IMPROVEMENTS	CURRENT ESTIMATES
<u>NON-ELECTIVE CAPITAL IMPROVEMENTS – TO BE COMPLETED DURING INITIAL TERM</u>	
Renovation of Original Building – South Wing to include:	
Replacement and/or addition of safety systems, sprinkler systems, ADA mandated improvements and renovating classrooms	\$ 2,240,000
HVAC Replacement	\$ 787,500
Roof Replacement	\$ 366,000
Total Current Estimate Non-Elective Capital Improvements	\$ 3,393,500
<u>ELECTIVE CAPITAL IMPROVEMENTS</u>	
Modification to Lower Field to enhance parking and traffic circulation	\$ 405,000
Total Current Estimate Elective Capital Improvements	\$ 405,000
Total Current Estimates Non-Elective and Elective Capital Improvements	<u>\$ 3,798,500</u>

Exhibit E – Intentionally Deleted

Exhibit F – Intentionally Deleted

**Exhibit G – Rules and Regulations
[Article 40]**

At this time, the County has no existing Rules and Regulations, but reserves the right to promulgate such Rules and Regulation at a later date provided such Rules and Regulations are reasonable and enforced to all similarly situated properties in a uniform and consistent manner.

**Exhibit H – Traffic Management Plan
[Article 42]**

TRANSPORTATION MANAGEMENT PLAN

THE WOODS ACADEMY

**6801 Greentree Road
Bethesda, MD 20817**

**Tele: 301-365-3080
Fax: 301-469-6439**

**Mrs. Mary Worch, Head of School
Mr. John DeMarchi, Associate Head of School**

**Last Updated
March 2009**

Table of Contents

I.	INTRODUCTION	3
II.	ACCESS AND CIRCULATION.....	4
III.	SCHOOL TRANSPORTATION COORDINATOR (STC).....	5
IV.	TRIP REDUCTION AND DEFINITIONS	6
V.	DRIVER OPERATIONS.....	8
VI.	MORNING DROP -OFF	8
VII.	AFTERNOON DISMISSAL	8
VIII.	PARKING POLICIES	9
IX.	DELIVERY AND SERVICE VEHICLES	10
X.	GENERAL SAFETY PROVISIONS	10
XI.	COMMUNITY RELATIONS	10
XII.	ENFORCEMENT MEASURES FOR DRIVER INFRACTIONS.....	13
XIII.	SPECIAL EVENTS MANAGEMENT	14
XIV.	ASSESSMENTS AND ENROLLMENT INCREASES	15
XV.	TMP AMENDMENTS	17
XVI.	SCHOOL PERFORMANCE EVALUATION	18
XVII.	APPENDIX A: THE WOODS ACADEMY'S GUIDE FOR DRIVERS (MARCH 2008)	19
XVIII.	APPENDIX B: TRANSPORTATION MANAGEMENT PLAN-ENFORCEMENT PROCESS INCLUDING: INFRACTION RECORDING, REPORTING, AND ASSESSMENT PROCEDURES:	25

I. INTRODUCTION

- (a) **Goals:** The Transportation Management Plan (TMP) presents the transportation-related management and community commitments of The Woods Academy. The goals of the TMP are:

- To ensure that vehicular traffic movements to and from the school are made in a safe and efficient manner and that no off-site queuing occurs;
- To ensure that on-site queuing and circulation of vehicles are conducted in an organized, safe and efficient manner;
- To reduce the number of vehicle Trips to and from the school so as to minimize the school's impact on the volume and flow of traffic in the surrounding community; and
- To ensure that school-related parking does not interfere with the circulation of traffic on the surrounding streets or neighbors' access to their homes.

- (b) **TMP Policies, Guidelines and Procedures:** The TMP provides policies, guidelines and procedures for the following components:

- Access and Circulation
- School Transportation Coordinator
- Trip Reduction
- Driver Operations
- Morning Drop Off
- Afternoon Dismissal
- Parking Policies
- Delivery and Service Vehicles
- General Safety Provisions
- Community Relations
- Enforcement Measures for Driver Infractions
- Special Events Management
- Assessment and Enrollment Increases
- TMP Evaluation
- School Performance Evaluation
- Appendices: *Guide for Drivers, TMP Infraction Recording, Reporting and Assessment Procedures*
- Forms: *Vehicle Registration and Traffic Policy Agreement Signature Form, Form for Recording TMP Infractions, TMP Reporting Form*

The policies, guidelines and procedures in the TMP are intended to address the goals set forth above and in the Transportation Mission Statement in the attached *Guide for Drivers*. Specific information provided in the TMP with respect to school program activities, such as current commencement and ending times for the academic program, and drop-off and dismissal/pick-up times may be adjusted in the future, provided such adjustment is made in accordance with Section IV of this TMP. Methods of Special Event parking may be adjusted in accordance with Section XV. While this TMP is intended to apply to the operations of The Woods

Academy (including contracted sublessors of all or part of the Site) during the entire calendar year, it is understood that it will not be feasible or practicable to implement and enforce all of the provisions and terms herein during the summer period (see Section V(b)).

- (c) History: The TMP was first introduced in draft form at a May 2006 community meeting where The Woods Academy announced its plan to seek a Site Plan Amendment to increase its enrollment cap, was annexed as a part of the Site Plan Amendment application, was voluntarily implemented by the school effective September 2006, and has been amended to incorporate enhancements and additional assessment and enforcement measures proposed by the community, Montgomery County Planning Board Staff, the Montgomery County People's Counsel and the Montgomery County Planning Board. The TMP was significantly revised in early 2008. During this time period, The Woods Academy coordinated with the Bradley Boulevard Citizens Association (BBCA) and incorporated the BBCA's comments in the TMP.

II. ACCESS AND CIRCULATION

- (a) Access to The Woods Academy site ("the Site") is provided via Greentree Road with one entry point (east access point) and one egress point (west access point) on the campus.
- (b) Generally, right and left turns are allowed into the school via the east access point. However, during the morning and afternoon peak periods, cars must enter the east access point by approaching westbound on Greentree Road and making a right turn into the Site to minimize congestion and the possibility of queuing on Greentree Road. This left-hand turn restriction shall be included in the *Guide for Drivers* as applicable and may be removed only after approval by a majority of the Community Liaison Council ("CLC") (See Section XI), which majority must include the consent of the BBCA and The Woods Academy.
- (c) The Woods Academy (and all contracted sublessors of all or part of the Site) shall use their best efforts to prevent: (i) off-site School-related vehicle parking, stopping, waiting, queuing, pick-up and drop-off within any public rights-of-way within the Neighborhood, and (ii) off-site School-related vehicle parking, stopping, waiting, queuing and turning movements on private driveways within the Neighborhood. For purposes of this TMP, "Neighborhood" shall mean the geographical area bounded by Greentree Road, Michaels Drive, Fernwood Road, Bradley Boulevard and Burdette Road and includes the properties and streets encompassed within those boundaries as well as the properties on both sides of the Greentree Road, Michaels Drive, Bradley Boulevard and Burdette Road boundaries.
- (d) During the regular academic year, The Woods Academy shall employ an off-duty law enforcement officer, security personnel and/or school staff, and during the summer any contracted sublessor of all or part of the Site shall employ its staff (or

use Woods Academy staff), to assist with the implementation of this TMP and with the arrival/drop-off and dismissal/pick-up operations to ensure safe and smooth traffic flow.

III. SCHOOL TRANSPORTATION COORDINATOR (STC)

- (a) The Woods Academy shall appoint one staff member to be the School Transportation Coordinator (STC) to manage and implement the TMP. The STC can currently be contacted at (301) 365-3080 or at stc@woodsacademy.org. The STC contact information and the TMP shall be posted on The Woods Academy website, together with contact information for a Neighborhood representative if one is designated by the CLC (See Section XI). The website shall invite anyone with school-related traffic concerns to contact the STC (and the Neighborhood representative, if one is so designated by the CLC).
- (b) The STC shall utilize no fewer than three staff members, and may use more, to efficiently implement the TMP.
- (c) The STC shall administer the vehicle registration for family and faculty/staff drivers, including the distribution and collection of registration forms, the distribution of registration stickers, and the maintenance of current registration records. Vehicle registration shall commence in the summer mailings and shall be updated as changes occur throughout the school year.
- (d) The STC will be the primary point of contact for all traffic and parking-related issues, and shall be responsible for investigating complaints to determine whether a TMP infraction has occurred. The STC shall maintain all TMP records, including a log of any calls and correspondence regarding traffic and parking issues, as well as any actions taken thereon, including the payment of fines, together with the relevant dates. The STC shall transmit this log to The Woods Academy Head or Acting Head of School every month; however, the STC shall report to the Head or Acting Head of School within 3 business days any matter that constitutes a repeat infraction.
- (e) The STC shall maintain a record of all Trip counts that are performed pursuant to Section XIV of this TMP.
- (f) Assessment and Promotion of Carpool and Busing.
 - (i) The STC shall assess the use of Carpooling through (1) an annual Carpool survey in the fall and (2) the Trip counts performed pursuant to Section XIV of this TMP. In the event that The Woods Academy implements a busing program, the STC shall also assess the use of buses through a mechanism developed in consultation with and approved by a majority of the CLC, which majority shall include the consent of The Woods Academy and the BBCA. The STC shall maintain a current list of the Carpool groups (and bus users, if a busing program is implemented).

(ii) The STC shall promote and facilitate Carpooling (and busing, if implemented) through education and incentive programs:

- The Carpool education programs will include instruction at parent functions on how to use the available address information, including the search features in the school's online directory that parents can use to identify clusters of families to form convenient Carpooling groups. If busing is implemented, the busing education programs shall include instruction through mailings and at parent functions on available bus routes. The STC will regularly promote the advantages of Carpooling (and busing, if implemented), including the convenience, environmental, economic, and traffic reduction benefits.
- The STC shall develop and promote incentives to encourage families to Carpool (and use bus transportation, if implemented).
- The STC shall promote, and The Woods Academy shall provide, financial and other incentives to encourage faculty/staff to use public transportation, carpool, walk or bike to the school.

IV. TRIP REDUCTION AND DEFINITIONS

- (a) The Woods Academy agrees that, beginning with the 2008-2009 academic year, it will take such steps as are necessary to ensure that, except in the event of unplanned school closings due to weather or other unforeseen circumstances, it does not generate more than 381 A. M. Peak Period Trips and 325 P. M. Peak Period Trips; provided, however, that occasional variances of 5% from these Trip Caps shall not constitute a Trip Cap violation so long as A. M. Peak Period Trips do not exceed 400 and P. M. Peak Period Trips do not exceed 341. The Woods Academy agrees that it will notify the CLC prior to implementing any Schedule Changes and further agrees that no Schedule Changes shall be made without a corresponding adjustment to or expansion of the relevant Peak Period(s) by the CLC. It is understood that such adjustment or expansion shall not require an amendment to this TMP under Section XV of the TMP.
- (b) Beginning with the 2009-2010 academic year and for subsequent academic years thereafter, The Woods Academy agrees to implement and maintain a mandatory trip reduction program which shall require Carpooling, busing, or both. It is understood that Carpooling and busing will not be feasible or practicable for all students, and that the decision whether to require Carpooling or busing for a particular family or student will be in the School's discretion.
- (c) For purposes of this TMP, the following definitions shall apply:
 - (i) A "Trip" means a one-direction vehicle movement with either the origin or destination inside the school Site. For example, one vehicle entering the Site,

dropping off or picking up student(s), and then exiting the Site is considered two Trips: one Trip entering the Site and one Trip exiting the Site.

- (ii) "Trip Cap" means the permitted number of Trips established by Section IV (a).
 - (iii) The "A. M. Peak Period" means the period in the morning beginning thirty (30) minutes before the first scheduled morning drop-off for the regular academic program and ending with the latest scheduled morning start time for the regular academic program, provided, however, that the A. M. Peak Period shall in no event end less than sixty (60) minutes after it begins. That period is currently 7:30 a.m. to 8:30 a.m. but may be readjusted or expanded (i) under the circumstances set forth in Section IV (a) of this TMP or (ii) pursuant to Section XV of this TMP if the CLC determines there is credible evidence that the morning period during which the School generates the highest number of Trips has shifted even though no Schedule Changes have been implemented by The Woods Academy.
 - (iv) The "P. M. Peak Period" means the period in the afternoon beginning fifteen (15) minutes before the first scheduled afternoon dismissal of the regular full-day academic program and ending fifteen (15) minutes after the latest scheduled dismissal time, provided, however, that the P. M. Peak Period shall in no event end less than sixty (60) minutes after it begins. That period is currently 2:30 to 3:30 p.m. but may be readjusted or expanded (i) under the circumstances set forth in Section IV (a) of this TMP or (ii) pursuant to Section XV of this TMP if the CLC determines there is credible evidence that the afternoon period during which the School generates the highest number of Trips has shifted even though no Schedule Changes have been implemented by The Woods Academy.
 - (v) "Schedule Changes" means any change to the scheduled commencement and/or dismissal time(s) for the regular academic program for part or all of the student body and any change to the scheduled time(s) for drop-off and/or pick-up of part or all of the student body.
 - (vi) A "Carpool" means a group of two or more families with children enrolled at The Woods Academy who transport those children to or from the Site in one vehicle or a family with two or more children enrolled at The Woods Academy who transports those children to the Site in one vehicle.
- (d) In the event The Woods Academy anticipates a programmatic change that does not involve Schedule Changes but may reasonably be expected to cause a shift in a Peak Period, it shall inform the CLC of the proposed change to allow for such study as may be required to determine whether an adjustment in a Peak Period should be made.

V. DRIVER OPERATIONS

- (a) All families and faculty/staff drivers shall be required to register with the STC any car that will be regularly driven onto the Site and shall be issued (1) The Woods Academy's *Guide for Drivers* (see Appendix A) and (2) a numbered registration sticker for each such vehicle. The registration sticker shall be affixed in a position readily visible from the rear of the vehicle, and only vehicles bearing a registration sticker shall be authorized to enter the drop-off and pick-up lines, except in unusual circumstances. Agreement to abide by the policies in the Guide for Drivers and acceptance of the enforcement terms of this TMP shall be conditions of enrollment for families at the school and a condition of employment for faculty/staff (see Section XII, *Enforcement Measures for Driver Infractions*).
- (b) All contracted sublessors of all or a part of the Site shall be issued The Woods Academy's Guide for Drivers and this TMP, and adherence to the policies and relevant procedures therein shall be required by the contract between the sublessor and The Woods Academy, provided that Section V (a) and Section XII of this TMP will not be applicable to such sublessor. The STC shall continue to serve as the primary contact point for traffic and parking related issues during the contract term of any sublessor, shall provide timely notice to the sublessor of any complaints received, and shall report to the CLC at the subsequent CLC meeting the number of such concerns that were received by the STC and communicated to the sublessor. The Woods Academy agrees that it will not renew any contract with a sublessor that the CLC determines has failed to use best efforts to comply with the provisions of the TMP and The Woods Academy's Guide for Drivers.

VI. MORNING DROP -OFF

- (a) Except in unique circumstances, faculty and staff shall be required to arrive before the commencement of the morning drop-off, approximately 30 minutes before class begins for students. (Class activities begin at 8:20 a.m. for Grades 1-8 and 8:30 a.m. for half-day and full -day Montessori, so faculty and staff must arrive before 8:00 a.m.)
- (b) The Woods Academy shall maintain separate drop off areas for the morning operations. During the A.M. Peak Period, vehicles with students in grades M-4 shall enter the Site and proceed directly to the designated drop-off points at the front of the school to discharge students from the passenger (right) side of the vehicle. Vehicles with students in grades 5-8 shall enter the Site and proceed directly to the designated drop-off points at the rear of the school to discharge students from the passenger (right) side of the vehicle.

VII. AFTERNOON DISMISSAL

- (a) The Woods Academy shall maintain a staggered afternoon dismissal for students, which is currently 11:30 a.m. for Montessori half-day students, 2:45 p.m. for

Montessori full-day students, 3:00 p.m. for students in grades 1-4 and 3:15 p.m. for students in grades 5-8.

- (b) Faculty and staff members shall assist Montessori students into their cars. Vehicles picking up Montessori students shall proceed directly to the West Door for pick-up and shall exit onto Greentree Road after students are loaded.
- (c) Students in Grades 1-8 shall line up along the front sidewalk with their teachers. Cars picking up these students shall enter the campus and proceed to the rear parking lot to form a "stack" (on-site queue) until the start of dismissal. The dismissal pickup process currently ends around 3:30 p.m., approximately 45 minutes after the start of the staggered dismissal.
- (d) Persons picking up students may not park their cars and enter the building to meet children during dismissal times.
- (e) Students that participate in after school activities, such as interscholastic sports, clubs, Extended Care and tutoring shall be picked up at the end of their afternoon programs.
- (f) Except in unique circumstances, faculty and staff may not leave the Site during the afternoon pick-up/carpool operations.

VIII. PARKING POLICIES

- (a) Adequate parking shall be provided to meet the daily parking demands of faculty, staff, parents and other visitors driving to The Woods Academy to prevent any parking on the adjacent residential streets. The Woods Academy shall designate a minimum of seven visitor parking spaces near the front of the school. If, at increased levels of enrollment, more than seven spaces are repeatedly needed to accommodate visitors, the school shall designate additional visitor spaces on-site. For any academic year during which the number of school faculty and staff exceeds the number of remaining parking spots available to faculty and staff on-site, The Woods Academy shall secure arrangements for satellite parking for the overflow faculty and staff and/or include in the faculty and staff employment contracts provisions requiring sufficient faculty and staff participation in carpool programs or public or alternative transportation arrangements to reduce the number of parking spaces needed to accommodate faculty and staff to the number of remaining parking spaces available to faculty and staff on-site. Documentation of any such arrangements and a copy of any such employment contract provisions shall be provided to the CLC at the first CLC meeting of each academic year, or if implemented during the academic year, at the CLC meeting following such implementation.
- (b) Parents and other visitors should park in the marked "Visitor" spaces located in the front of the school or other available parking spaces on-site, or use designated satellite parking if so directed.

- (c) Faculty and staff shall utilize the on-site areas not designated for visitors or the handicapped (unless such faculty or staff member is handicapped) or park in a designated satellite lot. Faculty and staff will be required to register all cars they will drive on campus and to display a current registration sticker on the vehicle. The faculty vehicle stickers shall be a different color from the family-vehicle stickers. The STC will keep license plate number, make, and model information on file.

IX. DELIVERY AND SERVICE VEHICLES

Refuse collection and delivery and service trips shall be scheduled outside the A.M. Peak Period and P.M. Peak Period whenever possible.

X. GENERAL SAFETY PROVISIONS

- (a) The Woods Academy during the regular academic year, and sublessors of all or a part of the Site at any time, shall provide staff on-site to manage the morning arrival/drop-off and afternoon dismissal/pick-up operations.
- (b) Crosswalks within the Site shall promote clear pedestrian paths across the main internal campus roadway to the visitor parking area. Student crossing guards will assist at pedestrian paths during pick-up and drop-off operations.
- (c) All pick-up and drop-off operations shall occur on-site curbside along the building and from the passenger (right) side of the vehicles.

XI. COMMUNITY RELATIONS

- (a) The Woods Academy shall continue to use its best efforts to be a good neighbor and maintain communication and coordination with the adjacent residential neighbors and community.
- (b) The Woods Academy shall support Neighborhood-initiated efforts to decrease or control parking on surrounding streets, including advocating the implementation of parking permits or the installation of additional signage restricting hours or location of parking.
- (c) The Woods Academy also shall support Neighborhood-initiated efforts that address Neighborhood traffic control, including advocating the installation by the Montgomery County Department of Public Works and Transportation of appropriate additional school zone signs along Greentree Road, speed limit signs along Greentree and Burning Tree Roads and enhanced speed control measures on Neighborhood streets.
- (d) The Woods Academy will continue to participate as a member of the Bradley Boulevard Citizens Association.

- (e) Community Liaison Council. The Woods Academy shall participate in a Community Liaison Council ("CLC") to maintain communication between the school and its neighbors and address issues of concern relating to the school's operations.
- (i) The CLC shall be comprised of the following voting members: Head or Associate Head of The Woods Academy; the STC; one member of The Woods Academy's Board of Trustees; a representative from the BBCA; and a representative from each of the following streets: Greentree Road, Renshaw Drive, Michaels Drive, Burdette Road and Burning Tree Road. Street representatives shall be identified annually by the BBCA at the first CLC meeting of each academic year or as soon thereafter as feasible, and any replacement representatives shall be identified at the first CLC meeting after the replacement and shall serve until the first CLC meeting of the next academic year. The People's Counsel of Montgomery County may also participate in CLC meetings as a non-voting member.
 - (ii) Unless otherwise agreed to by the BBCA, no Woods Academy alumnus/alumna or employee; parent, grandparent or other close relative of a Woods student or alumnus/alumna; or the child of Woods alumnus/alumna shall serve as the BBCA representative or specified street representative on the CLC.
 - (iii) The CLC shall meet quarterly (unless a majority of the members, including one representative from The Woods Academy and the BBCA representative, consent to waive a meeting), and from time to time as deemed necessary, to discuss and attempt to resolve matters of concern to any member relating to The Woods Academy's operations, whether arising under The Woods Academy's Site Plan, the TMP or otherwise; to review and discuss The Woods Academy's performance under the TMP, the Site Plan or any agreements The Woods Academy may have with the BBCA, and to discuss any reports or applications which The Woods Academy proposes to file with the Planning Board. Quarterly meetings shall be scheduled in advance for the upcoming academic year. However, meetings may be requested by any member of the CLC by written notice to all other CLC members (for which purpose an e-mail may be considered written notice) and if a majority of the CLC members agree to a meeting, then such meeting shall be held within ten business days of the written notice, provided that at least one representative from The Woods Academy and the BBCA representative are available to attend. The members of the CLC shall endeavor to rotate the location for CLC meetings among the CLC members, with the first meeting of each academic year to be held at The Woods Academy. All CLC meetings shall be open to the public.
 - (iv) Decisions of the CLC shall generally be pursued on a consensus basis. When no consensus can be reached and a decision is required, then unless otherwise specified in this TMP or provided by separate agreement between The

Woods Academy and the BBCA, decisions shall be taken by the vote of a majority of a quorum (defined below), which votes may be cast in person or by proxy (which proxy shall be in writing). If members of the CLC believe that a decision is desirable on an issue not addressed by this TMP or by separate agreement between The Woods Academy and the BBCA, a majority of the CLC, which majority must include The Woods Academy and the BBCA, must consent to a vote before a vote may be taken on the issue. For purposes of voting, a quorum must include the following CLC members, who may be present in person or represented by proxy (which proxy must be in writing): Head or Associate Head of The Woods Academy; the STC; a member of The Woods Academy Board of Trustees; a representative of the BBCA; and three street representatives. If the BBCA should cease to provide a representative to the CLC, The Woods Academy shall provide written notice to the BBCA. If a BBCA representative is not provided within 30 days after the receipt of such notice, then the street representatives on the CLC shall designate a temporary Neighborhood representative to fill the BBCA representative role for the purpose of voting on matters wherein a BBCA representative vote is required, provided, however, that any temporary representative so designated shall have no authority to take any action that subjects the BBCA to any financial or legal liability, and further provided that designation of such temporary representative shall be solely for the purpose of the vote.

- (v) The Woods Academy shall prepare a first draft agenda for each CLC meeting and circulate it to other CLC members at least one week before the next scheduled CLC meeting, and all other CLC members shall be allowed to add items to the agenda. A final agenda shall be circulated no later than one day before the next scheduled CLC meeting. Responsibility for preparation and circulation of meeting minutes shall be rotated among CLC members, with the meeting host serving as the recording secretary for that meeting unless another CLC member is appointed to do so. Draft minutes shall be circulated within two weeks after the CLC meeting, and CLC members shall have two weeks from the date of receipt to request corrections and additions. The final version of the minutes shall be posted on The Woods Academy's website (www.woodsacademy.org).
- (vi) The Woods Academy will assist in coordinating the CLC meetings and will send notice to the adjoining and confronting property owners to the Woods Academy property, the neighbors on Renshaw Drive, Michaels Drive, the 9100 Block of Burdette Road, the 9000 and 9100 blocks of Burning Tree Road and the 6600 and 6700 blocks of Greentree Road, the Bradley Boulevard Citizens Association, the People's Counsel for Montgomery County and will additionally post notice on The Woods Academy website (www.woodsacademy.org). At the first CLC meeting of each school year or as soon thereafter as feasible, the street representatives shall identify the contact name and information of a Neighborhood representative to be listed with the STC contact information on The Woods Academy website. The

school shall send any supplemental community-related communications to the street representatives, a BBCA representative and the People's Counsel.

(vii) At the CLC meetings, the STC will provide updates (from the previous CLC meeting) on the following TMP enforcement information as applicable:

- The current enrollment of the school and number of faculty;
- The number of calls and written communications received by the school that relate to TMP enforcement issues and the nature of the issues;
- The number of reported and recorded TMP infractions and nature of each infraction;
- The number of written notices issued to drivers;
- The number of reported 2nd infractions and the meetings scheduled/held with the Head of School;
- The number of Reported 3rd (or more) infractions resulting in fines;
- The number of fines (and corresponding dollar amounts) resulting from 3rd TMP infractions;
- Any Carpool survey results, lists or promotions (and the number of students/families using bus transportation if busing is implemented); and any Trip count results
- Follow-up from recent special events and the schedule of upcoming special events;
- Follow-up from issues raised at previous CLC meeting; and
- Recent TMP assessment evaluations and actions.

(viii) A copy of this TMP, the current agenda for the CLC meetings (to include Neighborhood issue discussion and question and answer agenda items), and the minutes of the most recent CLC meeting will be posted on The Woods Academy website (and distributed to the CLC notice list if necessary).

(ix) The Woods Academy will make available a school calendar to the surrounding community providing advance notice of CLC meetings and school events scheduled at the school. Current information will be available on the school's website at www.woodsacademy.org, and will be available at the CLC meetings.

(x) The Woods Academy shall consult with the CLC with a proposal for a crosswalk(s) across Greentree Road at the Burdette Road intersection. If the CLC agrees to the provision of a crosswalk(s), then The Woods Academy shall submit a proposal to DPWT for approval of a crosswalk(s) to be provided at the expense of The Woods Academy.

XII. ENFORCEMENT MEASURES FOR DRIVER INFRACTIONS

- (a) Each school year, The Woods Academy shall require faculty, staff, parents and others who regularly transport students to and/or from the Site (1) to agree to the policies, guidelines, procedures and penalties stated in the TMP and *The Woods*

Academy's Guide for Drivers as part of the enrollment and employment contracts, and (2) to register their vehicles with the STC. These contracts shall require parents, faculty and staff to obey local traffic and parking laws, to abide by *The Woods Academy Guide for Drivers* and the TMP, and to agree to the penalty provisions set forth in the *Guide for Drivers* and the TMP for violations of the TMP.

- (b) An initial infraction of the TMP policies shall result in a mandatory conference with the STC within ten (10) business days and recordation of the incident in a log regarding traffic and parking issues. A second infraction during the school year shall result in written notice issued to the driver, notification to the Head or acting Head of School of the incident/infraction and a mandatory meeting of the parent or faculty with the Head or acting Head of School within ten (10) business days. A third infraction during the school year shall result in a monetary fine, which fine amount shall be updated annually after consultation with the CLC and provided in the *Guide for Drivers*. Subsequent infractions during the school year shall result in substantially increased fines and may result in other remedial actions such as the suspension of on-site driving privileges or non-renewal of the family's enrollment contract(s).
- (c) The STC shall maintain a log of all calls and correspondence regarding traffic and parking issues, as well as any actions taken thereon, including the payment of fines, together with the relevant dates. The STC shall transmit this log to The Woods Academy Head or Acting Head of School every month; however, the STC shall report to the Head or Acting Head of School within three (3) business days any matter that constitutes a repeat infraction. See Section III(d).

XIII. SPECIAL EVENTS MANAGEMENT

- (a) Occasional school events occur at The Woods Academy that may require special off-site provisions to accommodate traffic and parking needs (a maximum of 12 per year). These events may include the following:
 - (i) First Day of School
 - (ii) Back-to-School Nights
 - (iii) Grandparents' Day
 - (iv) Open House
 - (v) Spring Art Show & Musical Production
 - (vi) Graduation
 - (vii) Last Day of School
- (b) Prior to the beginning of each academic year, The Woods Academy shall enter into one or more agreements that secure satellite parking at off-site locations for the Special Events planned for that academic year. No Special Events shall be held unless and until such agreements are in place. Documentation confirming that such agreements are in place shall be provided to the CLC at the first meeting of each academic year. The Woods Academy currently has such agreements with

the Old Georgetown Swim Club, located at 16501 Fernwood Road, and Our Lady of Bethesda Retreat Center, at 20409 Bradley Boulevard.

- (c) The Woods Academy shall instruct Special Event attendees to use the satellite parking locations provided and shall employ additional law enforcement or utilize staff during these events to assist with traffic flow, parking operations, and transportation, if necessary, from the satellite parking location(s) to the Site.

XIV. ASSESSMENTS AND ENROLLMENT INCREASES

- (a) The Woods Academy shall monitor on-site peak period vehicular operations on an ongoing basis to ensure compliance with the TMP and will discuss with the CLC, at its quarterly meetings, the contents of the TMP Reporting Form prepared by the STC, together with any current concerns of the community.
- (b) The TMP shall be reviewed by the CLC at least annually to consider whether revisions may be needed to improve circulation, reduce the number of Trips to/from the school, strengthen enforcement and update the Guide for Drivers. As part of that annual review, The Woods Academy will undertake additional management and operational steps as appropriate to ensure reasonably prompt compliance with the TMP and coordination with the surrounding community, which steps may include, but not necessarily be limited to, one or more of the following:
 - Make adjustments to the on-site car stacking plan;
 - Identify additional Woods staff and/or law enforcement officers to manage A.M. and P.M. Peak Periods and/or Special Event parking;
 - Implement changes in arrival and dismissal times (increased staggering of student arrival and departures);
 - Enhance efforts and incentives to increase student per vehicle ratios (Trip reduction), which may include mandatory Carpooling and busing;
 - Improve efforts to communicate and promote the policies of the TMP to drivers;
 - Update and re-circulate the Appendix: Guide for Drivers to parents.

Any Schedule Changes shall be made in accordance with Section IV of this TMP, and any changes which require an amendment to the TMP shall be made in accordance with Section XV of this TMP. The Woods Academy shall provide updates regarding any other additional management and operational actions at the CLC meetings.

- (c) If the Planning Board authorizes The Woods Academy to increase its enrollment above 302 students, the following additional provisions shall apply:
 - (i) The Woods Academy shall not increase its enrollment by more than 20 students per year to permit the opportunity, as needed, to adjust its management and operations to ensure continued compliance with the TMP,

and shall not increase its enrollment beyond a total of 410 students for this Site.

- (ii) The Woods Academy shall not enroll any students above the level of Grade 8.
- (iii) During the 2008-2009, 2009-2010, and 2010-2011 academic years, a professional traffic engineer mutually acceptable to and engaged by The Woods Academy and the BBCA shall perform an unannounced Trip count sometime between October 15 and January 31 (the "Annual Trip Count") to determine whether the school is in compliance with the Trip Caps established by Section IV of this TMP. The Woods Academy and the BBCA shall share the cost of the Annual Trip count. In the event the number of Trips counted exceeds one or both of the Trip Caps established by Section IV, The Woods Academy shall use its best efforts to bring the school into compliance with Section IV of the TMP within 45 days. The professional traffic engineer shall perform a second Trip count, also unannounced, within thirty days thereafter to confirm such compliance, and The Woods Academy shall bear the cost of such second count.
- (iv) Beginning with the 2011-2012 academic year and for subsequent academic years thereafter, two representatives each from The Woods Academy and the Neighborhood shall perform an unannounced annual Trip count jointly sometime between October 15 and January 31 (the "Joint Trip Count") to assess whether the school remains in compliance with the Trip Caps established by Section IV of this TMP. At the CLC meeting held prior to the Joint Trip Count(s), the CLC shall determine by majority vote whether one day or an average of several days should be the basis for the count. The Neighborhood representatives shall notify The Woods Academy no later than 4 p.m. the day before the day on which a Joint Trip Count is to be taken. In the event the Trips counted exceed one or both of the Trip Caps established by Section IV of this TMP, The Woods Academy shall use its best efforts to bring the school into compliance with Section IV of the TMP within 45 days. Two representatives from The Woods Academy and two representatives from the Neighborhood shall perform a second joint Trip count within thirty days thereafter to confirm such compliance. The parties shall follow a procedure similar to that of the first Joint Trip Count to ensure that the general Woods Academy community does not have advance notice that the count will be performed. In the event of a dispute as to the actual number of Trips counted in any assessment, The Woods Academy or the BBCA may engage a professional traffic engineer to perform a new Trip count, provided, however, if such Trip count establishes that the school is not in compliance with Section IV, the school shall bear the cost of the count, and if such Trip count establishes that the school is in compliance with Section IV, the BBCA shall bear the costs.

- (v) In any year in which the Annual Trip Count or Joint Trip Count exceeds one or both of the Trip Caps established in Section IV of this TMP, and compliance is not achieved by the second Trip count performed in accordance with Section XIV (c) (iii) or (c) (iv) above, The Woods Academy shall not increase its enrollment for the following academic year, unless the CLC by unanimous consent (a) approves an enrollment increase based on additional measures implemented by The Woods Academy that bring the Trip count into compliance with the Trip Caps established by Section IV of this TMP, or (b) otherwise determines that, in spite of the Trip counts conducted pursuant to this Paragraph C, an enrollment increase is warranted.
- (vi) In the event that any resident of the Neighborhood questions whether The Woods Academy is in compliance with Section IV at any time during the year outside the Annual Trip Count or Joint Trip Count, the resident shall be permitted to perform a Trip count or arrange for a Trip count to be performed, provided that such Trip count is not conducted in a manner that impedes the safe and efficient operations of The Woods Academy. If the resident presents credible evidence to the CLC that the Trip count demonstrates that the school is not in compliance with Section IV of this TMP, the CLC by majority vote which must include the consent of the BBCA may require a Trip count which shall be performed with the same parameters then in effect for the annual Trip count. If such Trip count establishes that The Woods Academy is not in compliance with one or both of the Trip Caps established by Section IV of this TMP, the school shall bear the cost of the Trip count, if any, and if the school is in compliance, the resident or the BBCA shall bear the costs, if any.
- (vii) Beginning with the 2009-2010 academic year and for subsequent academic years, The Woods Academy shall implement and maintain a mandatory Trip reduction program that shall require Carpooling, busing or both. It is understood that Carpooling and busing will not be feasible or practicable for all students, and that the decision whether to require Carpooling or busing for a particular family or student will be in the School's discretion. After the Trip reduction program has been in place for three academic years, the CLC may decide at any regular fall CLC meeting, by a majority of the CLC voting members, to abstain from the Annual or Joint Trip Count(s) outlined in Section XIV (c) (iii) and (c) (iv) of this Section XIV for that academic year, which agreement shall be reflected in the CLC meeting minutes. This decision shall not affect the authority of the CLC to request a Trip count upon a showing that the school is out of compliance with the Trip Caps.

XV. TMP AMENDMENTS

The TMP may be amended by a majority of the voting members of the CLC, which majority must include the consent of The Woods Academy and the BBCA representative, provided, however, that the TMP shall not be amended to permit enrollment of students above Grade 8 nor a total enrollment above 410 students (if approved by the Planning Board) for this Site. All TMP

amendments are subject to approval by the Planning Board or its designee and shall be submitted to the Chief of Development Review and the Chairman's office. The submission shall include the provision(s) for which an amendment is proposed with the proposed changes redlined, and shall be accompanied by a letter including this paragraph. The amendment(s) shall be deemed approved unless rejected in writing by the Planning Board or its designee within forty-five days of submission (unless the accompanying letter fails to include this paragraph, in which case this time limitation shall be void).

XVI. SCHOOL PERFORMANCE EVALUATION

Prior to increasing the enrollment for any academic year after 2008-2009, The Woods Academy shall submit to the Planning Board or its designee (through submission to the Chief of Development Review and the Chairman's office no later than March 15) a written report including a letter of intent to increase the enrollment by no more than 20 students in the coming year. The letter shall be accompanied by a copy of the Planning Board condition (4.e), the current TMP, an annual summary of the quarterly reports presented to the CLC and an evaluation by the CLC of The Woods Academy's compliance with the TMP. The Planning Board or its designee shall notify The Woods Academy within 45 days whether the request is subject to further proceedings. To provide a basis for evaluating the school's performance, The Woods Academy will implement recordkeeping and reporting measures on the following:

- Carpooling by families (if applicable);
- Busing Program participation (if applicable);
- Number of A. M. Peak Period Trips and P. M. Peak Period Trips generated by the school;
- Number of TMP infractions reported/recorded;
- Nature of TMP infractions;
- Remedial measures taken to address violators;
- Number of repeat violators;
- Feedback from/issues raised by the community;
- School's response to community feedback/issues.

**XVII. APPENDIX A: THE WOODS ACADEMY'S GUIDE FOR DRIVERS
(MARCH 2009)**

TRANSPORTATION MISSION STATEMENT

The goal of transportation at The Woods Academy is the safety of all people on the roads, sidewalks and driveways in and around the school including children, faculty, staff, parents, visitors and neighbors. As a school that promotes the value of community, we understand our obligations to our neighbors. In order to ensure that our Neighborhood retains its peaceful and safe character, we seek to minimize the school's impact on the volume and flow of traffic on Neighborhood streets.

Objectives

- The safety of all children and adults
- Orderly morning drop off and afternoon pickup
- Reduction of the number of vehicle Trips to and from the school (Carpooling by all members of the school community is promoted and encouraged)
- Unhindered flow of traffic on Neighborhood roads
- No queuing of cars along Greentree Road
- Courteous behavior from all drivers and school community members
- Obedience to all speed limits and parking ordinances
- Familiarity with the transportation goals, policies and procedures by all drivers in the school community, including grandparents, babysitters, nannies, or others
- No interference with the access of neighboring residents to their property

PROTOCOL FOR DRIVERS

Safety

- All drivers must use extreme caution and be alert.
- Drivers must not talk on cell phones when driving.
- Drivers must not engage faculty/staff in conversation while cars are moving.
- Children must never stand in the driveway or behind cars during drop off or pick up.
- Traffic on the school campus must never exceed 5 mph.
- All adults and children must use crosswalks at all times.
- No one should run along sidewalks or near traffic.

General Procedures

- All family and faculty/staff drivers (including babysitters/nannies who will be transporting students) must register their vehicles with the School Transportation Coordinator ("STC") and obtain a registration sticker. This sticker shall be affixed to the outside of the rear window, in the lower left hand corner in a position readily visible from the rear of the car. The STC will maintain a record of all family and faculty/staff drivers. Only vehicles bearing a registration sticker will be allowed to enter the drop off and pick up lines (except in unusual circumstances).

- Vehicles must form a single lane on the right hand side of the driveway during drop off and pick up.
- Drivers may not leave a car unattended in the “moving lane” at any time during drop off and pick up hours.
- When in the drop off and pick up line, drivers must pull forward as far as possible and remain with the car.
- Drivers must not block or turn around in a neighbor’s driveway at any time.
- Car/Carpool numbers must be displayed in the driver’s side dashboard window:
 - a. Blue cards = families with Montessori children only;
 - b. White cards = families with Montessori plus 1-8
 - c. Yellow = families with children in 1-8 only.
- Child carseats should be installed on the passenger (right) side of cars whenever possible.
- Children should buckle their own seatbelts and carseats as quickly as possible so their car may exit safely.
- No off-site school-related vehicle parking, stopping, waiting, queuing, pick-up or drop-off is permitted on the adjacent residential streets, and no off-site school-related vehicle parking, stopping, waiting, queuing or turning movement is permitted on private driveways within the neighborhood.

Morning Drop-Off Procedures

- Students registered for morning Extended Care (7:15-8:00 a.m.) should ring the doorbell and enter through the Lower School doors.
- Grade M-4 drop-off is allowed only along the blue curb line area; students should enter the building through the Lower School doors.
- A teacher will be on hand to help Montessori students exit cars.
- Grade 5-8 drop-off is allowed at the rear fire hydrant or along the blue curb line area; students dropped off in the rear should enter the building through the Rear East entrance.
- Parents and visitors must enter through the main doors and sign into the office.
- Grade 1-8 students should enter between 8:00 a.m. and 8:18 a.m.
- Students in Grades 1-8 who are not in their classrooms by 8:20 a.m. will be marked tardy.
- Montessori students later than 8:30 a.m. will be marked tardy.
- The northeast vestibule door is closed after 8:18. Lower School doors are closed at 8:30 a.m. Students arriving after that time must enter through the main entrance doors and sign in.

Montessori 11:30 AM Pick -Up Procedures

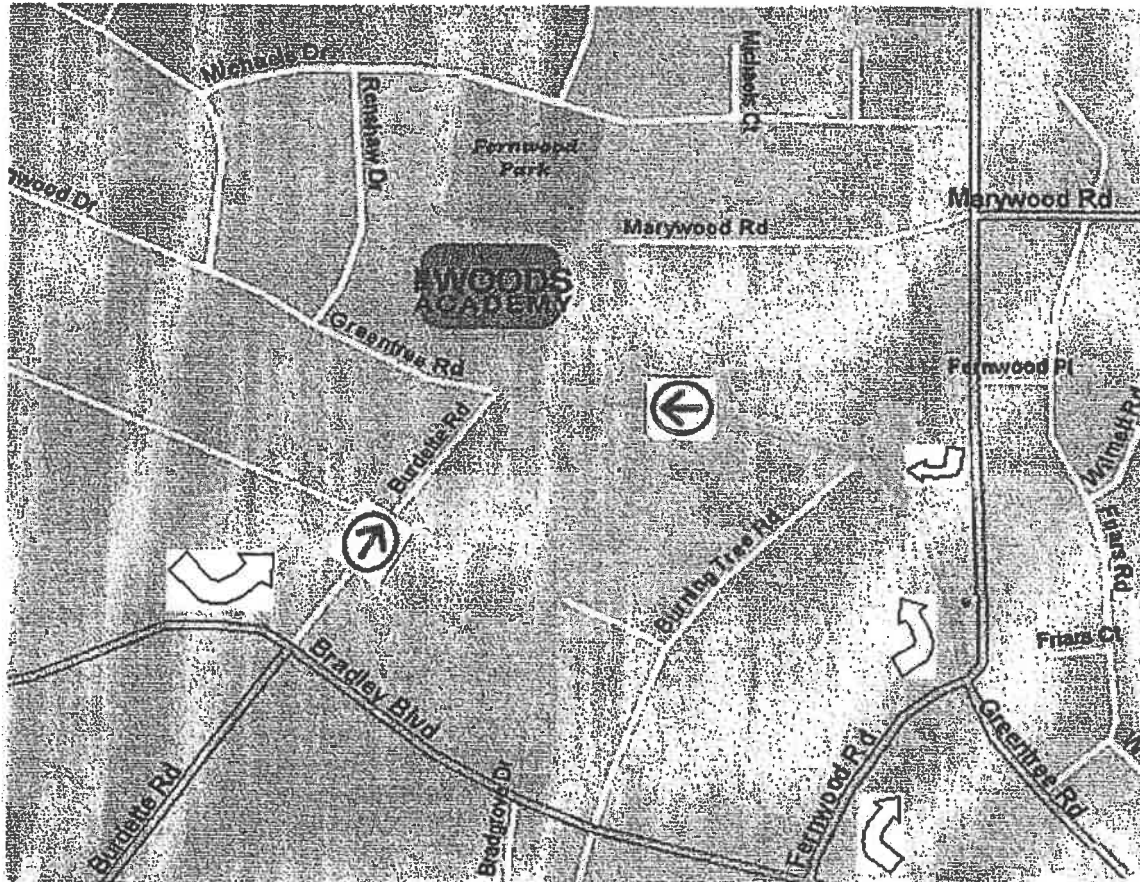
- Car/Carpool name cards must be displayed on the passenger (right) side of the car.

- Car seats should be placed on the passenger (right) side of the vehicle.

Staggered Afternoon Pick-Up Procedures

- Montessori afternoon dismissal begins at 2:45 p.m. Drivers picking up only Montessori students must proceed directly to the Lower School doors.
- All other cars shall be directed to the back parking lot to prevent queuing on Greentree.
- Grade 1-4 dismissal currently begins at 3:00 p.m. and ends at 3:20 p.m.
- Grade 5-8 dismissal currently begins at 3:15 p.m. and ends at 3:30 p.m.
- If you or your Carpool have children to pick up at different dismissal times, you must utilize the dismissal time for the eldest child for all of the children in the car/Carpool.
- If your child is not outside by the time you reach the Lower School end of the driveway, you must exit onto Greentree Road and re-enter the dismissal line. Note that you may not make a left turn into the school in order to do so.
- If you arrive after dismissal ends, you must park and come in to the front office to pick up your child.
- If your child must be dismissed quickly, we suggest you arrive early so you will be toward the front of the dismissal line. Cars begin lining up as early as 2:40 p.m.
- Parking is extremely difficult at dismissal time. Plan to arrive before 2:45 or after 3:25 if you must park for any reason.
- No teacher appointments may be scheduled between 2:45 and 3:30 p.m. Parking between these times is highly discouraged.
- If you have picked up your children after school ends, but are still in the building on business, your children must remain under your direct supervision. Students are not permitted to be anywhere in the building unsupervised.

Neighborhood Map and Traffic Patterns



EVENT PARKING

During the school year, The Woods Academy hosts special events that require special parking accommodations. To minimize disruptions to traffic in the Neighborhood and prevent interference with neighbors' access to their homes, drivers must comply with the following:

- Drivers must not park on the adjacent residential streets,
- Drivers should carpool whenever possible,
- Drivers must follow the directions of The Woods Academy parking attendants,
- All drivers, including faculty and staff, must use alternate satellite parking arrangements when required and as directed.

The Woods Academy anticipates arranging special event parking for the following occasions:

- First Day of School
- Back-to-School Nights

- Grandparents' Day
- Open House
- Spring Art Show & Musical Production
- Graduation
- Last Day of School

Questions regarding transportation at The Woods Academy should be directed to the School Transportation Coordinator at 301-365-3080 x224 or stc@woodsacademy.org.

ENFORCEMENT

Pursuant to enrollment and employee contracts, family and faculty/staff drivers must obey local traffic and parking laws and must comply with The Woods Academy's *Guide for Drivers*. An initial violation of these policies will result in a mandatory conference with the STC and recordation of the infraction in the STC log. A second infraction during the school year will result in written notice and a mandatory meeting with the Head of School within ten days of the infraction. A third infraction during the school year will result in a monetary fine (currently \$100). Subsequent infractions during the school year will result in the imposition of additional fines, with the dollar amount of each subsequent fine increasing (currently by \$100), and/or may result in other remedial actions such as the suspension of on-site driving privileges or non-renewal of your enrollment contract(s).

**GUIDE FOR DRIVERS – VEHICLE REGISTRATION AND TRAFFIC POLICY AGREEMENT
SIGNATURE FORM:**

Each person who will regularly drive onto the school Site must sign and date this form indicating his/her review of the attached Guide for Drivers and agreement and acceptance to abide by The Woods Academy's Guide for Drivers. Please contact the School Transportation Coordinator if you have any questions. Please note that driver violations of these transportation policies are subject to fines and repeated violations may result in other remedial actions such as the suspension of on-site driving privileges or non- renewal of your enrollment contract(s).

Please provide the make/model, color, and license plate information (number and state) in the table below. This form must be completed and returned to the School Transportation Coordinator prior to the start of school and must be updated if a new car or an additional car will be used on The Woods Academy campus. All staff and faculty cars and cars dropping off or picking up students must be registered. Thank you.

Woods Academy – Vehicle Registration Information		
Make/Model	Color	License Plate Information

I/We have reviewed and agree to abide by The Woods Academy's Guide for Drivers.

Signature: _____ Date: _____

Name (print) _____

Signature: _____ Date: _____

Name (print): _____

**XVIII. APPENDIX B: TRANSPORTATION MANAGEMENT PLAN-ENFORCEMENT
PROCESS INCLUDING: INFRACTION RECORDING, REPORTING, AND
ASSESSMENT PROCEDURES:**

(a) Introduction

The following outlines the Transportation Management Plan's (TMP) infraction recording, reporting, and assessment procedures. These functions will be the responsibility of the School Transportation Coordinator ("STC") in conjunction with the CLC. The STC will maintain a log of the Forms for Recording TMP Infractions and prepare and present the TMP Reporting Form for each CLC meeting. The CLC will use the Report as a platform for discussing the effectiveness of the TMP, transportation issues of current concern, and any needed actions.

This quarterly assessment will serve several broad objectives including but not limited to:

- Mechanism for recording reported infractions of the TMP and School's response to reported infractions;
- Quarterly summary of community transportation concerns and School's actions taken to address concerns; and
- Benchmark for assessing effectiveness of the TMP and determining whether revisions are needed to ensure the TMP goals are met.

(b) TMP Infraction Recording Procedures

The *Form for Recording TMP Infractions* allows for consistent recording and subsequent reporting of information regarding TMP violations. The information should be recorded as completely as possible. It is, however, recognized that certain parents, faculty/staff, or community members may not want to be identified as reporting infractions. In these cases, reports may be made anonymously and therefore, the reporting individual shall be listed as unidentified parent, community member, or faculty. Similarly if there is a dispute, uncertainty, or other special consideration (delivery vehicles, non-Woods community member vehicle, etc.) regarding the infraction, this information should be reflected in the infraction description and elsewhere on the form as appropriate. The information contained in the form will be summarized for the purposes of reporting to the school administrators, the Woods Academy's Board of Trustees, the Community Liaison Council and the Montgomery County Planning Board.

Instructions for completing the TMP Infraction Record Form are as follows:

- Column 1: Input sequential reference number (allows for tracking and identifying infractions);
- Column 2: Input date (date required), and time (am or pm at minimum) of the infraction;
- Column 3: Input name of violator (name required) and car identification information (color, model, type, license plate number - if known);
- Column 4: Input name of person reporting the infraction (name is optional and may be listed as unidentified parent, community member or faculty), date and time (date

optional - am or pm required at a minimum), and contact information (optional telephone or email);

- Column 5: Input brief description of infraction (making left hand turn, speeding, turning around in neighbor's driveway, parking on prohibited areas etc.);
- Column 6: Input First, Second, or Third etc. for number of repeat infractions;
- Column 7: Input remedial measure taken by school to address violators (Conference, Letter, or Fine) and date taken;

(c) TMP Reporting Form

The STC will prepare this Report quarterly and present the current results at each CLC meeting. The Report summarizes information regarding: 1) Carpooling by families (and bus usage if busing is implemented); 2) recorded infractions of the TMP; 3) remedial measures taken to address infractions; 4) nature of infractions; 5) number of repeat violators; 6) feedback from/issues raised by the community; and 7) school's response to community feedback/issues. In addition, the Report compares the current results to those of the previous Report as a means to assess the effectiveness of the TMP and the school's performance in addressing TMP infractions and community concerns.

Form For Recording TMP Infractions Woods Academy School Transportation Coordinator Form Last Revised 11/1/2007						
(1) Ref No.	(2) Date and Time	(3) Name and Car Identification Information	(4) Name, Date, and Contact Info of Person Reporting Infraction	(5) Description of Infraction	(6) First Infraction or Repeat Infraction	(7) Remedial Measure to Address Violators
1						
2						
3						
4						

TMP REPORTING FORM Woods Academy Prepared by School Transportation Coordinator Form Last Revised 2/4/2008									
Reporting Component	Previous Reporting Period			Current Reporting Period			Percent – Increase (Decrease)		
Date of Reporting Periods							NA		
Carpooling (annual survey)									
Number/Percentage of Parents Carpooling (2+ students per car)									
Busing (Number/percentage of students/families participating)									
TMP Infractions									
Number of Infractions reported by Parents, Community Members, and Faculty									
Number TMP Infractions									
Nature of Infractions									
Remedial Measures Taken to Address TMP Violators									
Number of Conferences, Letters, and Fines									
Repeat Violators									
Number of Repeat Violators During Current Reporting Period									
Community Feedback/Issues and School Response Reporting									
Feedback From/Issues Raised by the Community on TMP-Related Issues In Previous Reporting Period (Bullet List):									
School's Response to Community Feedback/Issues Raised In Previous Reporting Period (Bullet List).									
Quarterly CLC Evaluation of School's Compliance with TMP (include topics evaluated and comments):									

Exhibit I - Maintenance Standards
[Article 7]

<u>Activity</u>	<u>Conditions</u>	<u>Frequency Target</u>
Trash Removal: Empty all trash cans and pick up ground litter within 10 feet of cans and as otherwise seen.	In Season:	5 x week
	Out of Season:	2 x Week
Litter Removal: Pick up and disposal of all ground litter.	Year Round	1 x week
Mowing: Mow all active and passive use turf areas. (Before beginning operation, all ground litter should be removed).	Season: 3/15 – 11/30	7 – 10 Days
Trimming: Perform trimming operations around exterior amenities, buildings and areas that cannot be mowed by large equipment. (Before beginning operation all ground litter should be removed. After operation all appropriate areas should be blown clean of clippings).	Season: 3/15 – 11/30	10 Days
Landscape Maintenance: trimming, pruning and mulching, and replacement of plant material. Scouting for disease and insect damage. Tree planting. Tree removal. Pesticide application as necessary.	Year Round	Monthly
Turf Maintenance: Fertilizing, over seeding and aeration: using mechanical means, aerate, fertilize and over seed (as needed) all turf areas.	Year Round	Annually
Courts Inspection and Maintenance: to include tennis, basketball, volleyball and multi-use courts. Inspect court surface for hazards, proper lining. Inspect hardware, including nets, standards, backboards, cranks, etc. for hazards, wear and tear, vandalism and over-all functionally. Inspect fencing for hazards, wear and tear, vandalism. Make appropriate repairs or replacements as dictated by the result of the inspection.	Year Round	Semi-monthly
Playgrounds Inspection and Maintenance: Inspect playground facilities to insure compliance with Consumer Product Safety Council guidelines, to include but not limited to inspection for head entrapment potential, checking of wood or protrusion of bolts or other sharp objects, proper depth of surfacing and overall condition of equipment. Make repairs or replace as appropriate based on results of inspection.	Year Round	Monthly
Graffiti Removal: to include stripping, scraping or painting to eliminate graffiti.	Routine	Within 48 hours or report

<u>Activity</u>	<u>Conditions</u>	<u>Frequency Target</u>
Graffiti Removal: to include stripping, scrapping or painting to eliminate graffiti.	Offensive	Within 24 hours of report
Vandalism Repair: identify and repair any vandalism reported outside of the normal inspection process for closed school facilities.	Normal	Within 48 hours
Vandalism Repair: identify and repair any vandalism reported outside of the normal inspection process for closed school facilities.	Safety Concerns	Within 24 hours

**Exhibit J – Certificate of Good Standing
[Article 15.F]**

STATE OF MARYLAND
Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT OUR LADY OF THE WOODS CORPORATION (D00554741), INCORPORATED JANUARY 29, 1975, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS DECEMBER 12, 2019.



Michael L. Higgs
Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: miaj-JybnUyGLI7tfYp0Cw
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>