

**LICENSE AGREEMENT**

THIS Right of Entry and Revocable License Agreement ("**Agreement**") is entered into by and between BBC Joint Venture c/o **Casey Management Group, LLC**, a Delaware limited liability company registered to conduct business in the State of Maryland, with an address of 16803 Crabbs Branch Way, Rockville, MD 20855 (the "**Grantor**") and **Montgomery County, Maryland**, a body politic and corporate with an address of 101 Monroe Street, Rockville, MD 20850 (the "**County**").

**Recitals:**

WHEREAS, the Grantor is the owner of certain improved real property situated in Montgomery County, Maryland, located at 16803 Crabbs Branch Way, Rockville, MD 20855, bearing Tax Account No. #01813762, together with all rights and interest, if any, of Grantor in and to the land lying in adjacent streets, roads, sidewalks, and alleys and in and to any easements or other rights, privileges, and appurtenances appertaining thereto and any building, improvements and materials thereon (the "**Property**").

WHEREAS, the County desires to use a portion of the Property ("**Licensed Premises**") for purposes using parking spaces on the Property, and pedestrian and vehicular access to such parking spaces (the "**Licensed Use**"), all as depicted on **Exhibit A** attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises herein stated and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The County is granted a right of ingress, egress, and entry in, to, upon and over the Licensed Premises identified in Exhibit A for the Licensed Use **from 12:01 AM EST on the Effective Date (defined in Paragraph 13 below) to 12:00AM EST on September 30, 2025**, unless terminated as defined in Paragraph 2 hereinbelow, or further extended by the written mutual consent of Grantor and County ("**License Term**"). This Agreement authorizes access by the County and any of its employees, contractors and agents to the Property and Licensed Premises. Vehicular access by the County shall be limited to no more than 125 "personal-type" vehicles, none of which shall include commercial vehicles, fleet vehicles, heavy machinery, buses, dump trucks, trailers, etc.
2. Either the Grantor or the County shall have the right to terminate this Agreement for any reason upon written notice to the other party. Should Grantor have any issue with the County's use associated with the License provided herein, the Grantor shall deliver a notice to the County providing the County seven (7) days from receipt of notice to "cure" any issue associated with the License. In the event the County is unable to "cure" in the sole discretion of the Grantor, this License shall automatically terminate, and the Grantor shall provide a seven (7) day notice to vacate the Property.

3. In consideration of the License granted herein, the County shall pay the Grantor a monthly license fee in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00). Said license fee shall be payable to Casey Management Group, LLC, monthly, for the duration of the License Term or any extension thereof.
  - a. Invoice will be sent monthly via USPS or email to:

Office of Energy and Sustainability  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, MD 20850  
Email: [Michael.Yambrach@montgomerycountymd.gov](mailto:Michael.Yambrach@montgomerycountymd.gov)  
With copy to:  
Email : [Don.Scheuerman@montgomerycountymd.gov](mailto:Don.Scheuerman@montgomerycountymd.gov)
4. Upon the expiration or termination of the License Term, the County must return the Licensed Premises in as good a condition as when it was received, normal wear and tear excepted.
5. The GRANTOR shall indemnify the COUNTY and the COUNTY's officials, agents, and employees from all liens, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees and other costs that are awarded by a Court of Law, in connection with claims by third parties for property damage and injuries to persons ("Claims") occasioned by any negligent or wrongful act of the GRANTOR while using the Licensed Premises, exempting however any Claims arising from the negligence or wrongful acts of the COUNTY. The GRANTOR's agreement to indemnify and hold harmless shall survive any termination of this Agreement pursuant to its terms.
6. The COUNTY shall indemnify GRANTOR from all liens, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees and other costs that are awarded by a Court of Law, in connection with claims by third parties for property damage and injuries to persons ("Claims") occasioned by any negligent or wrongful act of the County while using the Licensed Premises, exempting however any Claims arising from the negligence, wrongful acts or omissions of the Grantor. The indemnification given by the COUNTY in this Agreement is subject to, limited by and contingent upon the appropriation and availability of funds, and the notice requirements and damage limitations set forth 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 (collectively, the "County Indemnification Statutes"), all as amended. This indemnification is in no way intended to create any rights or causes of action in any third parties, or to increase the COUNTY'S liability above the caps provided in the County Indemnification Statutes, as applicable. Grantor shall notify County immediately of any Claims for which it seeks indemnification.
7. The COUNTY shall require all contractors and agents who enter the Property and Licensed Premises to carry insurance for the type of activity being conducted at the Property, naming the GRANTOR as the certificate holder, and the COUNTY shall provide proof of such insurance to GRANTOR prior to the commencement of the Licensed Use and thereafter upon the Grantor's request. For purposes of this Agreement, County employees driving/parking "personal-type" vehicles are not defined as contractors and/or agents.

8. This Agreement is not assignable.
9. This Agreement may not be amended, altered or modified except in writing executed by both parties.
10. Nothing in this Agreement shall be construed to create between the County and the Grantor the relationship of co-partners or creating or establishing the relationship of a joint venture by or between the County and the Grantor, or creating a leasehold interest between the County and the Grantor, or as constituting the Grantor as the agent or representative of the County for any purpose or in any manner under this Agreement, it being understood that the Grantor is a separate entity.
11. This Agreement shall be governed by the laws of the State of Maryland and any litigation stemming from this Agreement shall be adjudicated by a judge in the state or federal courts located in Montgomery County, Maryland. Each party waives its right to a trial by jury for any matter arising under this Agreement.
12. Any notice or communication under this Agreement by or between the County and Grantor shall be sufficiently given or delivered if dispatched by either (a) nationally recognized overnight delivery service, (b) hand-delivery (if receipt is evidenced by a signature of the addressee or authorized agent), or (c) telecopy or facsimile transmission (provided that such notice sent by facsimile is also sent via nationally recognized overnight courier for guaranteed next business day delivery), or (d) email and addressed:

in the case of a notice or communication to Grantor, as follows:

Name: Casey Management Group, LLC  
Attn: Andrew Horman  
Address: 16803 Crabbs Branch Way Rockville, MD 20855  
Email : dhorman@caseymgmt.com

in the case of a notice or communication to the County, as follows:

Montgomery County, Maryland  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, MD 20850  
Attn: Donald Scheuerman, Jr.  
Email : [Don.Scheuerman@montgomerycountymd.gov](mailto:Don.Scheuerman@montgomerycountymd.gov)

With a copy to:

Montgomery County, Maryland  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, MD 20850  
Attn: Greg Ossont  
Email : [Greg.Ossont@montgomerycountymd.gov](mailto:Greg.Ossont@montgomerycountymd.gov)



Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, MD 20850  
Attn: County Attorney  
Email:

and

Casey Management Group, LLC  
16803 Crabbs Branch Way  
Rockville, MD 20855  
Attn: Andrew Horman  
dhorman@caseymgmt.com

Either party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

13. The Effective Date of this Agreement is the date of the last signature to the Agreement.
14. The County's obligations under this Agreement are subject to, limited by, and contingent upon the appropriation and availability of funds.
15. Grantor hereby represents and warrants that it has full authority to enter into this Agreement and that the representative executing this Agreement has the power and authority to bind Grantor (Exhibit B attached for reference).
16. The County hereby represents and warrants that it has full authority to enter into this Agreement and that the representative executing this Agreement has the power and authority to bind County.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Right of Entry Agreement as written below.


**GRANTOR:**

**Casey Management Group, LLC**

By:   
Andrew W. Horman  
Executive Director

Date: 12/13/24

**MONTGOMERY COUNTY, MARYLAND**

By:   
Fariba Kassiri  
Deputy Chief Administrative Officer

Date: 12/4/24

**APPROVED AS TO FORM  
AND LEGALITY**

**OFFICE OF THE COUNTY ATTORNEY:**

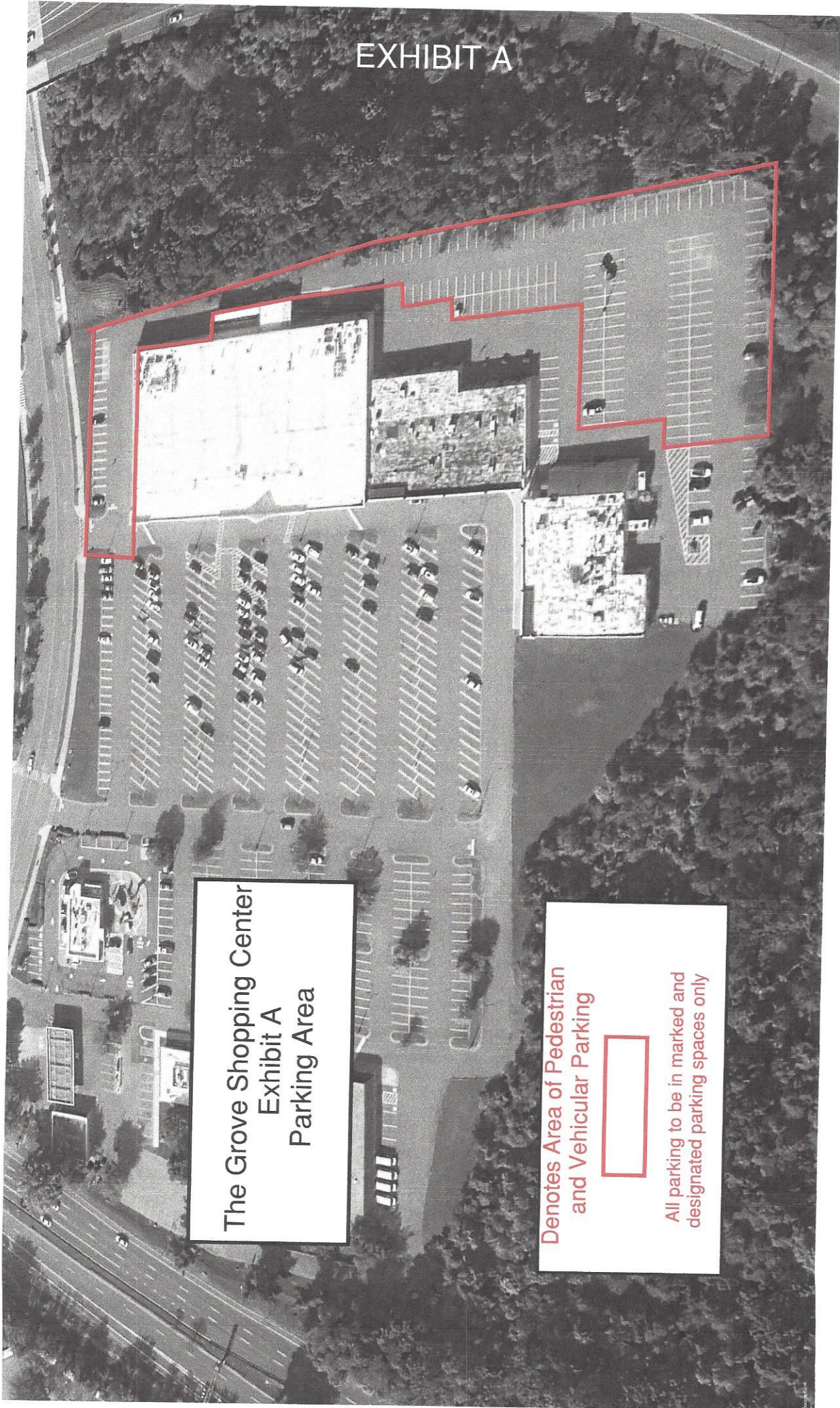
  
Assistant County Attorney

Assistant County Attorney

Date: 11/15/2024



EXHIBIT A



The Grove Shopping Center  
Exhibit A  
Parking Area

Denotes Area of Pedestrian  
and Vehicular Parking

All parking to be in marked and  
designated parking spaces only





# Exhibit B

CASEY MANAGEMENT GROUP, LLC.  
16803 CRABBS BRANCH WAY  
ROCKVILLE, MD 20855  
301-948-6500

11/13/2024

Montgomery County, Maryland  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, MD 20850

Re: Binding Signatory Authority

To Whom It May Concern,

Please accept this letter as formal acknowledgement that BBC Joint Venture has full authority to enter into the contemplated License Agreement with Montgomery County, MD at the Grove Shopping Center, and that Casey Management Group, LLC is the authorized agent on behalf of BBC Joint Venture and has full power and authority to bind BBC Joint Venture to such agreement.

Thank you in advance for your cooperation in this matter. Should you have any additional questions or concerns, please don't hesitate to contact this office at your earliest convenience.

Sincerely,



Andrew W. Horman  
Executive Director