



(6) months prior to the expiration of the initial lease term. The Authority's failure to notify the Commission of its intention to exercise its right to renew may result in termination of this Lease Agreement upon the date set forth in Paragraph 3 hereof, and any subsequent occupancy of the Leased Premises by the Authority may be deemed to be on a month-to-month basis, in accordance with the provisions of Paragraph 21 hereof. Except where the context otherwise requires, any references herein to the term of this Lease Agreement shall include any extension or renewal thereof in accordance with the provisions of this Paragraph 4.

5. RENT. The Authority shall pay to the Commission annual rent of One Dollar (\$1.00) with respect to the Leased Premises, for a total rent during the lease term of Twenty Dollars (\$20.00), receipt of which is hereby acknowledged by the Commission. If the term is extended pursuant to the provisions of Paragraph 4 of this Lease Agreement, the annual rent during such extended term shall be such amount as shall be mutually agreed upon by the parties hereto.

6. USE OF THE PREMISES. The Leased Premises shall be used solely for the operation and maintenance of a regional swim center and local park, subject to the provisions of this Lease Agreement and the provisions of the Sublease Agreement which is made a part hereof by reference. The term "Swim Center," wherever used in this Lease Agreement, shall be construed to include the improvements which will be constructed on the Leased Premises for the purposes hereinafter set forth, together with related parking facilities and access roads. The term "Local Park", wherever used in this Lease Agreement, shall be construed to refer to all areas within the Leased Premises other than the Swim Center. The Commission agrees that the Local Park shall be used for recreational purposes, and not for any activity which would adversely affect the operation of the Swim Center. The Commission and the Authority agree that they shall not permit the Local Park or the Swim Center to be used in any way that would cause the bonds to be issued by the Authority in accordance with the provisions of Paragraph 15 hereof (hereinafter referred to as the "Bonds") to be considered "private activity bonds" within the meaning of section 141(a) of the Internal Revenue Code of 1986, as amended, nor take or permit to be taken any other action that would or might adversely affect the excludability of the interest payable on the Bonds from the gross income of the registered owners thereof for Federal income tax purposes, or impair any collateral securing the Bonds.

7. CONSTRUCTION AND IMPROVEMENTS. The Authority shall undertake the design and construction of the Swim Center on the Leased Premises. The Commission acknowledges that pursuant to the Sublease Agreement, the County has agreed to act in the capacity of design, construction and project manager and general contractor on the Authority's behalf, and as such, to assume full responsibility for the design and construction of the Swim Center. The design and construction of the Swim Center shall be accomplished in observance of local, State and Federal codes and regulations relating to the construction of such structures, and as may be required by the Montgomery County Department of Environmental Protection and the Office of the Fire Marshal. The Authority agrees that all development plans pertaining to the Swim Center shall be submitted to the Commission, which shall have an opportunity to review and comment upon such plans.

8. ADMINISTRATION OF THE FACILITIES. The Swim Center shall be operated under the rules and regulations of the County, in accordance with the policies of the County for the operation

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MONTGOMERY, PENNSYLVANIA





Commission (or such longer period as may be reasonably required to correct the default with the exercise of due diligence), then and in every such case thenceforth, at the option of the Commission, the Authority's right of possession shall thereupon end, and the Commission may proceed to recover possession under the laws of the State of Maryland.

(C) Provided the Authority is in full compliance with all terms and provisions of this Lease Agreement, a default by the County under the Sublease Agreement shall not constitute a default by the Authority hereunder. In the event of a default by the County under the Sublease Agreement, the Authority thereupon shall have the right to sublease, with the consent of the Commission (which consent shall not unreasonably be withheld) all or any portion of the Leased Premises to a new operator of the Swim Center or, at its option, to operate the Swim Center itself, provided however, that nothing herein contained shall be construed to permit the Authority to take any action that would or might cause the Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Internal Revenue Code of 1986, as amended, nor take or permit to be taken any other action that would or might adversely affect the excludibility of the interest payable on the Bonds from the gross income of the registered owners thereof for Federal income tax purposes.

15. BOND ISSUANCE; CONTINGENCY. The Authority covenants and agrees that it will use its best efforts to obtain the approximate sum of Seven Million Dollars (\$7,000,000) through the issuance of its Lease Revenue Bonds to finance the design and construction of the Swim Center on the Leased Premises. In the event that the Authority is unable, for whatever reason, to obtain such funds from the sale of the Bonds on or prior to April 1, 1988, then this Lease Agreement shall thereafter be null and void and of no further force and effect, unless an extension of such date is agreed to in writing by the Authority, the Commission and the County.

16. TERMINATION; SUCCESSION BY COUNTY. If the Bonds have been retired and paid in full, or if provision for their payment has been made pursuant to subparagraph (D) of Paragraph 5-A of the Sublease Agreement and Section 13.01(b) of the Trust Agreement referred in Paragraph 17 hereof, then, at the option of the Authority, the obligations of the Authority hereunder shall terminate and the County shall succeed to the rights and obligations of the Authority hereunder for the unexpired term hereof (including any extension or renewal thereof) as if the County were a party to this Lease Agreement, provided, however, that in such event, the County's rights and obligations under the Sublease Agreement shall be incorporated by this reference into this Lease Agreement. The Authority may exercise its rights under this Paragraph 16 by giving written notice to such effect to the Commission and the County at any time after retirement of the Bonds or after provision for their payment has been made pursuant to subparagraph (D) of Paragraph 5-A of the Sublease Agreement and Section 13.01(b) of the Trust Agreement referred to in Paragraph 17 hereof.

17. COLLATERAL SECURITY FOR THE BONDS. In consideration of the Authority's undertaking to issue the Bonds, the Commission shall grant a first priority Deed of Trust upon the Leased Premises as security for payment of the Bonds (hereinafter referred to as the "Deed of Trust"). The Deed of Trust shall name as the beneficiary thereunder The First National Bank of Maryland, acting as Trustee ("the "Trustee") under that certain Trust Agreement dated as of February 1, 1988 by and among the Authority, the County, and the First National Bank of Maryland for the benefit of the owners of the Bonds (the "Trust

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 8132, p. 0084, MSA\_CEG\_3-1-2024 11:15 AM - available 03/21/2024

AUTHORITY:

MONTGOMERY COUNTY REVENUE  
AUTHORITY  
211 Monroe Street  
Rockville, Maryland 20850  
Attention: Executive Director

COMMISSION:

MARYLAND-NATIONAL CAPITAL  
PARK & PLANNING COMMISSION  
8787 Georgia Avenue  
Silver Spring, Maryland 20907  
Attention: Executive Director

Either party may change its mailing address by giving notice thereof to the other in the manner set forth in this Paragraph 31.

32. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the date and year first above written.

ATTEST:



By: Edward Navarre  
Title: A. EDWARD NAVARRE  
SECRETARY-TREASURER

COMMISSION:

MARYLAND-NATIONAL CAPITAL  
PARK & PLANNING COMMISSION

By: Thomas H. Countee, Jr.  
Title: EXECUTIVE DIRECTOR  
Executive Director

Commission Attestation: I hereby certify that the above-named individual is authorized to execute this instrument on behalf of the MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION.

D. Sastri  
D. S. SASTRI  
Office of the General Counsel

ATTEST:

By: \_\_\_\_\_

AUTHORITY:  
MONTGOMERY COUNTY REVENUE  
AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Authority Attestation: I hereby certify that the above-named individual is authorized to execute this instrument on behalf of MONTGOMERY COUNTY REVENUE AUTHORITY.

By: \_\_\_\_\_  
Secretary-Treasurer

APPROVED AS TO LEGAL SUFFICIENCY  
D. Sastri  
M-NCPPC Legal Department  
Date: Jan 27/88



AUTHORITY:

MONTGOMERY COUNTY REVENUE  
AUTHORITY  
211 Monroe Street  
Rockville, Maryland 20850  
Attention: Executive Director

COMMISSION:

MARYLAND-NATIONAL CAPITAL  
PARK & PLANNING COMMISSION  
8787 Georgia Avenue  
Silver Spring, Maryland 20907  
Attention: Executive Director

Either party may change its mailing address by giving notice thereof to the other in the manner set forth in this Paragraph 31.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the date and year first above written.

ATTEST:

COMMISSION:

MARYLAND-NATIONAL CAPITAL  
PARK & PLANNING COMMISSION

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

Commission Attestation: I hereby certify that the above-named individual is authorized to execute this instrument on behalf of the MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION.

\_\_\_\_\_  
Office of the General Counsel

ATTEST:

AUTHORITY:  
MONTGOMERY COUNTY REVENUE  
AUTHORITY

By: *Joseph Mott*  
Member JOSEPH MOTT

By: *J. Edward Day*  
Title: Chairman J. EDWARD DAY

Authority Attestation: I hereby certify that the above-named individual is authorized to execute this instrument on behalf of MONTGOMERY COUNTY REVENUE AUTHORITY.

By: *Jack A. Reid, Jr.*  
Secretary-Treasurer  
JACK A. REID, JR.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 8132, p. 0085, MSA\_CE69-649-0001-0001-0001 Available 03/21/2025

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 03/21/2025 BY 60322 UCBAW/STP/STP

STATE OF MARYLAND }  
COUNTY OF Montgomery } ss.

On this 26<sup>th</sup> day of January, in the year 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared D. Edward Way and Jack A. Reid, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument as the Chairman and Secretary, respectively, of the Montgomery County Revenue Authority, and acknowledged to me that the Montgomery County Revenue Authority executed it.

WITNESS my hand and official seal.



Margaret Abate MARGARET ABATE  
Notary Public in and for said State  
and County.  
7-1-90

My Commission expires:

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 8132, p. 0086, MSA\_CEB3 - Available 03/21/2012

STATE OF MARYLAND )  
 ) SS.  
COUNTY OF MONTGOMERY )

On this 27<sup>th</sup> day of JANUARY, in the year 1988,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared THOMAS H. COUTEE, JR. and A. EDWARD  
NAVARRE personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the persons who executed  
this instrument as the EXECUTIVE DIRECTOR and SECRETARY-TREASURER  
, respectively, of the Maryland-National Capital Park and  
Planning Commission, acknowledged to me that the Maryland-  
National Capital Park and Planning Commission executed it.

WITNESS my hand and official seal.

Lillian G. Meltzer  
Notary Public in and for said State  
LILLIAN G. MELTZER  
My Commission Expires July 1, 1990.



MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 8132, p. 0087, MSA\_CE63-1-2000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-199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3. South 03°22'58" East 147.82 feet to a point; thence
4. South 84°06'52" West 16.19 feet to a point of intersection with the westerly line of the aforesaid proposed right of way for Executive Boulevard; thence leaving the tenth line and running with and along said westerly line, into, over and across said 12.0 acre parcel to include a portion thereof
5. 172.61 feet along the arc of a curve deflecting to the left having a radius of 437.46 feet with a chord bearing and chord length of North 32°54'14" West 171.49 feet to the point of beginning, containing 7,730 square feet or 0.17745 of an acre of land. All as shown on a drawing entitled "Executive Boulevard Right of Way Plan from Old Georgetown Road to Existing Nicholson Lane," one of the construction drawings for Montgomery County C.I.P. Project No. 773855 on file at the Department of Transportation, Montgomery County, Maryland.

PART TWO

Beginning for the second part at a point on the northerly line of the existing eighty-foot wide right of way for Nicholson Lane formerly known as Wall Lane, as shown on a dedication plat recorded among the Land Records of Montgomery County in Plat Book 82 as Plat 8428, said point also being at the end of the thirteenth line of conveyance or South 13°28'05" East 374.12 foot line of the above-referenced deed to the Maryland-National Capital Park and Planning Commission; thence running with and along a portion of the said northerly right of way line as now surveyed:

1. South 86°11'14" West 111.98 feet to a point thereon; thence leaving the existing right of way line of Nicholson Lane and running into, over and across the above-mentioned 12.0 acre parcel, the following two courses and distances along the westerly side of a proposed right of way for Executive Boulevard
2. North 45°40'35" East 76.03 feet to a point; thence
3. North 05°09'57" East 141.11 feet to a point of intersection with the above-mentioned thirteenth line of conveyance; thence leaving said westerly right of way line of Executive Boulevard, and running with and along a portion of said thirteenth line as now surveyed
4. South 13°28'46" East 191.49 feet to the point of beginning, containing 7,085 square feet or 0.16265 of an acre of land. All as shown on a drawing entitled "Executive Boulevard Right of Way Plan - From Old Georgetown Road to Existing Nicholson Lane," one of the construction drawings for Montgomery County C.I.P. Project No. 773855 on file at the Department of Transportation, Montgomery County, Maryland.

Parts One and Two above being that property conveyed and described in a deed from the Maryland-National Capital Park and Planning Commission to Montgomery County, Maryland dated

 COURSE OF THE...  
 MONTGOMERY COUNTY...  
 PHOTOGRAPHS...



running thence reversely along the remainder of said line and the twelfth, eleventh and part of the tenth lines of said deed

1. North 13°28'46" West, 182.40 feet to an iron pipe set; thence
2. South 86°21'06" West, 84.33 feet to an iron pipe set; thence
3. North 00°03'36" East, 132.00 feet to an iron pipe set; thence
4. North 84°09'14" East, 100.32 feet to a point on the aforesaid proposed right of way line of Executive Boulevard; thence along said line
5. 22.57 feet along the arc of a curve, deflecting to the right, having a radius of 437.46 feet and a chord bearing South 20°06'07" East, 22.57 feet to a point; thence
6. 221.29 feet along the arc of a curve, deflecting to the right, having a radius of 532.96 feet and a chord bearing South 06°43'45" East. 219.70 feet to a point; thence
7. South 05°09'57" West, 75.15 feet to the point of beginning; containing 20,930.42 square feet or 0.4805 of an acre of land.



Exhibit A - Part 2

Parcel Identifier Nos.: 4-1-1802303  
4-1-55837

Street Address (if any): None

Names and Addresses of Parties:

Fee Simple Title Owner  
and Lessor: The Maryland-National  
Capital Park & Planning  
Commission  
8787 Georgia Avenue  
Silver Spring, Maryland 20907

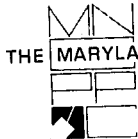
Lessee: Montgomery County Revenue Authority  
211 Monroe Street  
Rockville, Maryland 20850

~~FOLLOWING RECORDATION, RETURN TO:~~  
~~Title Insurer:~~

Lawyer's Title Insurance Corporation  
2029 K STREET, N.W. #200  
WASHINGTON, D.C. 20006  
CASE#88-0182A

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 8132, p. 0093, MSA\_CE63-1002-0214, available 03/21/20





THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

LIBER 8132 FOLIO 95

January 29, 1988

Mr. Howard M. Smith  
Clerk to the Circuit Court  
Judicial Center  
Rockville, Maryland 20850

Re: Lease Agreement dated as of February 1, 1988  
between M-NCPPC and the Montgomery County  
Revenue Authority

Dear Mr. Smith:

Please record among the Land Records of Montgomery County, Maryland the attached Lease Agreement referenced above. The Maryland-National Capital Park and Planning Commission is a State-created agency authorized to buy, sell and otherwise generally convey interests in real property pursuant to Article 28 of the Annotated Code of Maryland and is exempt from transfer and recording fees. Your cooperation in this regard is appreciated.

Sincerely,

*William E. Gries*

William E. Gries  
Land Acquisition Specialist

WEG/dw

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 8132, p. 0095, MSA\_CEG6 is a public record. This document is available 03/21/2025.