

LICENSE AGREEMENT

This License Agreement (the “License” or the “License Agreement”) is made this 22 day of May, 2024 (the “Effective Date”), between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the “COUNTY”) and Dunigan Lawn and Landscape, registered to do business in the State of Maryland (the “LICENSEE”) (the LICENSEE and the COUNTY, together the “PARTIES”).

WHEREAS, the COUNTY is the owner of certain land in Montgomery County, located at 0 Arundel Avenue and more particularly identified by Account Identifier 04-0080240 as Lot 10 in Block 12 in the subdivision known as “Spring Lake Park”, by Deed recorded among the land records of Montgomery County, Maryland at Liber 03055, folio 00486 (the “County Property”).

WHEREAS, the LICENSEE desires to enter upon and occupy a portion of the County Property as shown on Exhibit A, attached hereto and made a part hereof (the “Licensed Premises”), for a limited duration and for the purposes set forth herein.

WHEREAS, the COUNTY agrees to grant to LICENSEE a license to enter and occupy the LICENSED PREMISES, subject to the following terms and conditions:

NOW THEREFORE, in consideration of the above recitals, which are incorporated into this License Agreement as if fully set forth, the license fee and mutual covenants and agreements herein contained, and other good and valuable consideration,

the receipt and sufficiency of which the PARTIES hereby acknowledge, COUNTY and LICENSEE agree as follows:

1. LICENSE: The COUNTY hereby grants to the LICENSEE a license to enter and occupy the LICENSED PREMISES as provided herein. The License shall commence upon the Effective Date and shall terminate at 12:00 AM on the day before the second anniversary of the Effective Date, unless sooner terminated in accordance with the terms of this License (the "License Period"). Under no circumstances will the term of this License extend beyond the License Period. In addition to all other rights of the COUNTY herein contained, the COUNTY shall have the absolute right to terminate this License upon sixty (60) days' advance written notice (the "Notice of Termination") in the event it determines in its sole discretion that the LICENSED PREMISES is needed for a public use. In such event, this License shall terminate upon the expiration of such 60-day notice period. At the expiration or early termination of this License, LICENSEE must vacate the LICENSED PREMISES, and must deliver the LICENSED PREMISES to the COUNTY vacant and as otherwise provided in Section 8 of this License.

2. LICENSE FEE: LICENSEE shall pay to the COUNTY a License Fee of five hundred dollars per year, (\$500.00) per year for the use of the County Property during the License Period.

3. USE OF PREMISES: LICENSEE shall have the right to use the Licensed Premises for the purpose of general landscape maintenance. No substance, material or waste which is regulated by any federal, state or local environmental laws ("Environmental Contaminants") shall be stored on or in the Licensed Premises except for such materials, and in such amounts, as are typically used in connection with

Licensee's permitted use; provided, however, that same shall be stored and used by Licensee only in accordance with law.

4. CONDITION OF PREMISES: The Licensed Premises are licensed to Licensee in "as is" condition, without any warranty of fitness for use or occupation whatsoever, express or implied, Licensee expressly waiving any rights it may have under any warranty which is created by statute or otherwise. Licensee agrees that Licensor shall have no obligation to perform any work of construction or repair to render the Licensed Premises fit for use or occupation, or for Licensee's particular purposes or to make it acceptable to Licensee.

5. LICENSEE SOLELY RESPONSIBLE FOR UTILITY SERVICE, MAINTENANCE AND UPKEEP DURING THE LICENSE PERIOD: During the License Period, the LICENSEE must pay for all costs associated with the operation and maintenance of any and all utility services to the Licensed Premises utilized by LICENSEE, its lessees or invitees. Any failure of the LICENSEE to promptly pay all required utility charges shall constitute cause for the termination of this License without further notice from the COUNTY. The LICENSEE shall be responsible for all maintenance, upkeep, and expenses related to the Licensed Premises during the License Period. Any failure of the LICENSEE to properly maintain the Licensed Premises is cause for the immediate termination of this License without need for further notice from the County.

6. HOLD HARMLESS: The LICENSEE hereby agrees to indemnify the COUNTY and hold the COUNTY harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses which may be brought

against the COUNTY as owner of the Licensed Premises during the License Period, including, but not limited to, reasonable attorneys' fees and litigation costs, arising out of or related to LICENSEE's use and occupation of the Licensed Premises, from any breach of this License by LICENSEE, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, error or omission of LICENSEE, its agents, contractors, guests, licensees, invitees or employees, except such negligence arising solely from the acts or omissions of the County, the County's employees, agents and contractors on the Licensed Premises.

7. LIABILITY INSURANCE: Throughout the License Period, the LICENSEE must maintain at its own cost and expense the following policies of insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the LICENSEE shall provide a copy of the insurance policies. The LICENSEE's insurance shall be primary.

Commercial General Liability

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 the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Fire Liability
- Products and Completed Operations

Automobile Liability Coverage

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 the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

All Risk Property Policy

GRANTOR/Licensee shall provide an All Risk Property Policy to protect against loss caused by the perils insured in the amount of 100 percent of the insurable values of the property. The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverage.

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of Licensee's products, goods and services provided under this Agreement.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required, unless greater period is required by law.

Certificate Holder

Montgomery County, Maryland
Department of General Services / Greg Ossont, Deputy Director
101 Monroe Street, 3rd floor
Rockville, Maryland 20850

LICENSEE must deliver to the COUNTY a certificate of insurance evidencing the coverage described above not more than Ten (10) days following the execution of this License and at such other times as reasonably required by the County. The certification must be issued to Montgomery County, Department of General Services, Att: Deputy Director, 101 Monroe Street, Ninth Floor, Rockville, Maryland 20850. Failure of the LICENSEE to supply the COUNTY with said certificate of insurance evidencing coverage described above shall constitute grounds for the termination of the License without further notice from the COUNTY.

8. SURRENDER OF PREMISES: At the expiration or earlier termination of this License, Licensee shall vacate peaceably the Licensed Premises, and shall remove all vehicles and any other personal property, possessions, materials and debris, leaving the Licensed Premises vacant and in as good condition as the same were in at the commencement of this License Agreement, reasonable wear and tear and damage by fire or other casualty excepted.

9. POST OCCUPANCY INSPECTION: Upon LICENSEE vacating the Licensed Premises, the PARTIES will coordinate a mutually convenient time to meet at the Licensed Premises for the COUNTY to inspect the Licensed Premises to ensure compliance with the terms of Paragraph 8, above (the "Post Occupancy Inspection"). In the event the COUNTY determines that Licensee has not complied with the requirements of Paragraph 8, above, the COUNTY will provide to LICENSEE or LICENSEE's agent a written list of claims (the "Claims List") within 10 days of the Post Occupancy Inspection. LICENSEE shall correct the items on the Claims List within fifteen (15) days' of the date of such list. If LICENSEE fails to correct the items on the Claims List within the 15 day period, the County reserves the right correct such items at LICENSEE's sole cost and expense, and in such event Licensee shall reimburse the County for such expense immediately upon the County's written demand.

10. NO ASSIGNMENT: The permission granted in this License is personal to LICENSEE and is not assignable or transferable.

11. APPLICABLE LAWS AND REGULATIONS: This License shall be governed by the laws of the State of Maryland and Montgomery County.

12. MAILING NOTICES: All notices required or desired to be given in this License by either Party to the other shall be given by certified mail, return receipt; or by hand-delivery from a receipted commercial delivery service. Notices to the respective Parties shall be addressed as follows:

COUNTY
Montgomery County Government
Office of Real Estate, DGS
Attn: Cynthia Brenneman
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
240-777-6076

LICENSEE
Thomas Cosgrove
4609 Franklin Street
Kensington, MD 20895

With a copy that does not constitute notice to:

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

13. ENTIRE AGREEMENT: This License including any Exhibits, contains the entire agreement of the Parties. No oral agreements or understandings that have not been incorporated into this Agreement are binding on either party. Any addition or modification to this Agreement must be made in writing and signed by the Parties.

14. NOTICE OF ACCIDENTS, DEFECTS, OR DAMAGES: LICENSEE must give the COUNTY prompt verbal notice of accidents in or damages to the Licensed Premises. Within twenty-four (24) hours following LICENSEE's receipt of notice of the occurrence of such accident or damage, LICENSEE must follow up the verbal notice with a detailed written report to the COUNTY of such accidents or damages. LICENSEE will promptly repair the damage at their cost and expense. In addition to the County addressees listed in Paragraph 8, above, all reports under this Paragraph must be sent to:

Department of Finance, Division of Risk Management, 101 Monroe Street, Rockville MD 20850. Failure of the LICENSEE to promptly notify the COUNTY as required under this Paragraph shall constitute grounds for the termination of the License without further notice from the COUNTY.

15. NO TENANCY CREATED: The Parties expressly agree that this License Agreement is not intended to nor does it create a Landlord/Tenant relationship between LICENSEE and the COUNTY. LICENSEE acknowledges that the License granted by the County is for LICENSEE's convenience only, and is not a grant of any real property interest or tenancy, notwithstanding the requirement to maintain liability or tenant's insurance or any other provision in this License Agreement to the contrary. LICENSEE agrees that the occupancy permitted by the COUNTY under this License Agreement does not convey to the LICENSEE any tenant rights or permit LICENSEE to avail itself of any landlord/tenant remedies permitted under the law.

16. ACCESS: It is further understood and agreed that the COUNTY may enter any portion of the Licensed Premises to examine, maintain, repair or protect the Licensed Premises from damage, at reasonable hours of the day and upon prior notice to LICENSEE, or a reasonable effort to give such notice, except in an emergency in which event no such notice shall be required. LICENSEE recognizes that the COUNTY acquired the County Property (of which the Licensed Premises is a part) for the construction of Twinbrook Parkway. As such, LICENSEE agrees to allow the COUNTY, its employees, agents, contractors, or permittees onto the Licensed Premises to conduct tests and studies related to the future/existing use of the County Property. LICENSEE agrees to cooperate with the COUNTY in coordinating access so that the

COUNTY and all necessary personnel may access the County Property, including the Licensed Premises, without obstruction or delay, so long as such access does not unreasonably interfere with conduct of Licensee's business. LICENSEE may not take any action to deny the COUNTY access to the County Property, including the Licensed Premises.

17. COMPLIANCE WITH LAWS: It is understood, agreed, and covenanted by and between the Parties that LICENSEE, at LICENSEE'S expense, will promptly comply with, observe, and perform all of the requirements of all of the codes, statutes, ordinances, rules, orders, and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, and the municipality in which the License Agreement premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office. Failure of the LICENSEE to promptly comply with all requirements of all codes, statutes, ordinances, rules, orders and regulations shall constitute grounds for the termination of the License without further notice from the COUNTY.

18. PROHIBITION OF HAZARDOUS SUBSTANCES: The LICENSEE agrees not to store or bring hazardous substances onto the Licensed Premises. The LICENSEE indemnifies the COUNTY against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Property or Licensed Premises by the LICENSEE, its agents, contractors, employees, or guests. Failure of the LICENSEE to comply with this section shall

constitute grounds for the termination of the License without further notice from the COUNTY.

19. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License Agreement must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland, and each party waives any right to a trial by jury in any legal action relating to this License.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties executed this License on the day and year first above written.

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

Richard Madaleno
Witness

By: Fariba Kassiri
Fariba Kassiri
Deputy Chief Administrative Officer

Date: 5/22/24

LICENSEE:

Kara Cosgrove
Witness

By: Tom Cosgrove V.P.

Date: 05/15/2024

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED BY:

By: Neal Anker 5/14/2024
Neal Anker
Assistant County Attorney

By: Cynthia Brenneman 5/24/2024
Cynthia Brenneman, Director
Office of Real Estate
Department of General Services