



Committee: GO
Committee Review: N/A
Staff: Naeem M. Mia, Legislative Analyst
Purpose: To receive testimony/final action - vote expected
Keywords: Property Disposition, WMATA

AGENDA ITEM #14
November 30, 2021
Public Hearing/Action

SUBJECT

Declaration of No Further Need – Disposition of the Communications Tower at 4301 Brookeville Road, Brookeville, Maryland 20833

EXPECTED ATTENDEES

Greg Ossont, Deputy Director, Department of General Services

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- Introduction on November 9, 2021.
- Public Hearing and Action scheduled for November 30, 2021. A motion is required.

DESCRIPTION/ISSUE

The County Executive requests Council approval of a Declaration of No Further Need (DNFN) to dispose of a County-owned communications tower located at 4301 Brookeville Road, Brookeville, MD 20833.

The disposition is in the form of a long-term lease (with an initial term of five years and renewable up to four five-year terms, or a total of 25 years) to the Washington Metropolitan Area Transit Authority (WMATA) that will permit WMATA to use the communications tower for the placement of equipment. WMATA is currently under a two-year license agreement, due to expire in May 2023, for use of the tower (a copy of this agreement is found Attachment 5).

The site is located in a rural, low-density area that is predominantly used for agriculture. The tower is approximately 260 feet in height and is primarily used by the County for its own communications equipment; the site is 4,900 square feet in size and is leased from the current landowner for approximately \$27,000 per year.

The annual rent charged to WMATA is \$21,432.75 per year, which is at fair market value, with 2.5 percent annual increases each subsequent year.

The property transfer of this property complies with the requirements established under County Code 11B-45.01 Disposition of Real Property, including:

- This transaction is subject to the Property Disposition process as the lease of County-owned properties is in excess of two (2) years.
- On July 22, 2021 Executive Order 065-21 was published in the County Register to give notice of the County's intent to proceed with disposition to WMATA and that there was no further need for public use.

- The Executive transmitted to the Council the material terms on August 20, 2021.
- The Executive transmitted to the Council the Declaration of No Further Need on October 27, 2021. A virtual public hearing was held on October 14, 2021.

SUMMARY OF KEY DISCUSSION POINTS

- Does the Council agree to the long-term lease of this property to WMATA for the purpose of placing communications equipment for WMATA's business use?
- Does the Council identify an alternative use for this property?
- Does the Council concur with the material terms of this lease?

This report contains:

- | | |
|---|--------|
| 1. Resolution Approving Transfer | © 1-2 |
| 2. October 27, 2021 memo from County Executive | © 3-4 |
| 3. August 20, 2021 memo from County Executive | © 5-6 |
| 4. Executive Order 065-21 | © 7-8 |
| 5. Copy of May 2021 Executed License Agreement with WMATA | © 9-18 |

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Resolution No: _____
Introduced: November 9, 2021
Adopted: _____

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

Lead Sponsor: County Council

SUBJECT: Approval of Disposition of County Property for Lease in
Excess of two (2) Years, located at 4301 Brookeville Road, Brookeville,
Maryland 20833

Background

1. Montgomery County Code §11B-45 requires the Council to approve a Declaration of No Further Need before the Executive can dispose of real property that has more than nominal value. Prior to seeking Council approval of a Declaration of No Further Need, the Executive must:
 - (a) submit all material terms of the proposed disposition and any appraisal the Executive relied on in setting the property's market value to the Council; and
 - (b) publish a declaration in the County Register and post a notice on the County website that the County has no further need for the property.If the Council, by resolution, approves the Executive's Declaration of No Further Need, the Executive may dispose of the property for fair market value.
2. Montgomery County Code §11B-45 defines a disposition as "a sale, a lease or license for a term of 2 years or longer, or a lease or other document which includes an option to buy. If a license or lease for an initial term of less than 2 years is extended or renewed beyond 2 years, that extension or renewal is a disposition."
3. On August 20, 2021, the Executive transmitted the material terms of the proposed disposition. The Executive recommended entering into a long-term lease of a County-owned communications tower, located at 4301 Brookeville Road, Brookeville, Maryland 20833 to the Washington Metropolitan Area Transit Authority (WMATA) for an initial term of five (5) years (renewable up to four five-year terms, or a total of 25 years) at fair market value.
4. WMATA and the County entered into a two-year license agreement on May 17, 2021 to permit WMATA to co-locate its communications equipment on the tower. Subsequently,

WMATA and the County desire to enter into a longer-term arrangement for the same purposes.

5. On July 22, 2021 Executive Order 065-21 was published in the County Register to give notice of the County's intent to proceed with disposition to WMATA and that there was no further need for public use.
6. The Council is scheduled for a virtual public hearing and action on this recommended disposition on November 30, 2021.

Action

The County Council for Montgomery County, Maryland, approves the following action:

The Declaration of No Further Need for the Lease Agreement in Excess of two (2) Years of the County-owned communications tower located at 4301 Brookeville Road, Brookeville, Maryland 20833 is approved and the property may be disposed of as described in the material terms provided to the Council on August 20, 2021, the memorandum dated October 27, 2021, and in Executive Order 065-21 as published in the County Register on July 22, 2021.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq.
Clerk of the Council




OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

October 27, 2021

TO: Tom Hucker, President
Montgomery County Council

FROM: Marc Elrich, Montgomery County Executive 

SUBJECT: Declaration of No Further Need – Brookeville Telecommunications Tower
WMATA License Disposition

On August 20, 2021, I transmitted material terms to Council and provided notice that I intend to enter into a long-term license agreement with WMATA for the telecommunications tower located at 4301 Brookeville Road, Brookeville, Maryland 20833.

The County holds a leasehold interest in an approximately 4,900 square foot portion of the property located at 4301 Brookeville Road, where the County operates and maintains a wireless telecommunications facility that includes a telecommunications tower and other appurtenant equipment. WMATA has requested to collocate its communications equipment on the County's telecommunications tower. The County and WMATA entered into a two-year license agreement on May 17, 2021. This disposition will allow the County to enter a long-term license with WMATA to continue using the telecommunications tower.

As required under Section 11B-45 of the Montgomery County Code, an Executive Order declaring that the County-owned site is no longer needed for public use must be issued. Attached please find Executive Order 065-21 which was published in the *County Register* on July 22, 2021 to give notice of my intent to proceed with the long-term license with WMATA.

I am proposing an initial lease term of five years with an option for four five-year term renewal extensions. The annual fee would be for the fair market value of \$21,432.75 for the first year with a two and a half percent increase for each subsequent year.

I hope this information is helpful. If you have any questions, please contact Greg Ossont, Deputy Director, Department of General Services, at 240.777.6192 or greg.ossont@montgomerycountymd.gov.

Enclosure: Material Terms Memo dated August 20, 2021
 Executive Order No 065-21

cc: David Dise, Director, Department of General Services
 Greg Ossont, Deputy Director, Department of General Services
 Ronnie Warner, Division Chief, Department of General Services
 Cynthia Brenneman, Division Chief, Department of General Services
 Jennifer Bryant, Director, Office of Management and Budget
 Michael Coveyou, Director, Department of Finance
 Kimberly Williams, Controller, Department of Finance
 Luisa Cardona, Director, Mid-County Regional Services Center



OFFICE OF THE COUNTY EXECUTIVE

Marc Elrich
County Executive

MEMORANDUM

August 20, 2021

TO: Tom Hucker, President
Montgomery County Council

FROM: Marc Elrich, Montgomery County Executive

SUBJECTS: BMCA Trial Terms - Brookeville Telecommunications Tower
WMATA License Disposition

In accordance with the provisions of 11B-45, Property Disposition, the purpose of this memorandum is to provide the material terms related to the long-term license agreement with WMATA for the telecommunications tower located at 4301 Brookeville Road, Brookeville, Maryland 20833.

The County holds a leasehold interest in an approximately 4,900 square foot portion of the property located at 4301 Brookeville Road, where the County operates and maintains a wireless telecommunications facility that includes a telecommunications tower and other appurtenant equipment. WMATA has requested to collocate its communications equipment on the County's telecommunications tower. The County and WMATA entered into a two-year license agreement on May 17, 2021. This disposition will allow the County to enter a long-term license with WMATA to continue using the telecommunications tower.

In accordance with the provisions of Section 11B-45, before seeking County Council approval of a declaration of no further need, the County Executive must submit to the Council all material terms of the disposition, including lease/license terms.

Accordingly, the following is a summary of the material terms:

- The license term would be five years with an option for four five-year term renewal extensions.
- The annual fee would be the fair market value of \$21,432.75 for the first year with a two and a half percent increase for each subsequent year.

Attached please find Executive Order No. 065-21 which is advertised in the County Register. All County Departments and County Agencies were informed and invited to propose a reuse of the property. No responses were received.

I hope this information is helpful. If you have any questions, please contact Greg Ossont, Deputy Director, Department of General Services, at 240.777.6192 or greg.ossont@montgomerycountymd.gov.

Enclosure: Executive Order No. 065-21

cc: David Dise, Director, Department of General Services
Greg Ossont, Deputy Director, Department of General Services
Ronnie Warner, Division Chief, Department of General Services
Cynthia Brenneman, Division Chief, Department of General Services
Jennifer Bryant, Director, Office of Management and Budget
Michael Coveyou, Director, Department of Finance
Kimberly Williams, Controller, Department of Finance
Jewru Bandeh, Director, East County Regional Services Center



MONTGOMERY COUNTY EXECUTIVE ORDER

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

| | | |
|---|-------------------------------|---------------------------|
| Disposition of County Property: Brookeville Telecommunications Tower WMATA License | Executive Order No. 065-21 | Subject Suffix |
| Montgomery County Department of General Services | Department No. | Effective Date 7/22/21 |

BACKGROUND

WHEREAS, the County holds a leasehold interest in an approximately 4,900 square foot portion of the property located at 4301 Brookeville Road, Brookeville, MD 20833 (the "Property"), pursuant to a certain Lease Agreement, by and between the County, as tenant, and Jane Nash Maller, trustee under the unrecorded Jane C. Nash Trust Agreement, as Property Owner (the "Lease Agreement") where the County operates and maintains a wireless telecommunications facility that includes a telecommunications tower and other appurtenant equipment; and

WHEREAS, WMATA has requested to collocate its communications equipment on the County's telecommunications tower; and

WHEREAS, the County and WMATA entered into a two-year License Agreement dated May 17, 2021 granting WMATA a non-exclusive license to occupy and use space for communications equipment to be installed on the County's telecommunications tower located on the Property; and

WHEREAS, the County and WMATA desire to extend the term of the License Agreement, and to adjust the fee; and

WHEREAS, the term of the License Extension shall be five (5) years with up to four (4) options to renew for an additional five (5) years each, for a potential total term of twenty-five (25) years; and

WHEREAS, the annual fee would be the fair market value of \$21,432.75 for the first year with a two and a half percent (2.5%) increase for each subsequent year; and

WHEREAS, the County Executive had determined the property should be licensed to WMATA through a long-term license agreement; and

WHEREAS, the material terms of the license agreement are as stated above; and

WHEREAS, in accordance with the provisions of Montgomery County Code Section 11B-45, Disposition of Real Property, the County Executive must issue an Executive Order declaring that County owned or controlled land is no longer needed for County use.

ACTION



MONTGOMERY COUNTY EXECUTIVE ORDER

Offices of the County Executive • 101 Monroe Street • Rockville, Maryland 20850

| | | |
|---|-------------------------------|---------------------------|
| Disposition of County Property: Brookeville Telecommunications Tower WMATA License | Executive Order No. 065-21 | Subject Suffix |
| Montgomery County Department of General Services | Department No. | Effective Date 7/22/21 |

In consideration of the above recitals, the County Executive hereby declares that the Property is no longer needed for County use and is available for disposition through a five-year license agreement with optional renewals to WMATA in the manner described in this Executive Order.

Approved as to Form and Legality
Office of the County Attorney

APPROVED

By: Neal Anker
Date: 7/22/2021

for A. Jerome Fletcher
A. Jerome Fletcher, Assistant Chief Administrative Officer
Date: 7/22/21

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of the Effective Date (as defined below) by and between MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "COUNTY"), and WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, an interstate compact agency organized pursuant to Public Law 89-774, 80 Stat. 1324; Maryland Acts of General Assembly, Chapter 869-1965; Virginia Acts of Assembly, Chapter 2-1966; and Resolution of D.C. Board of Commissioners adopted November 15, 1966, with offices located at 600 5th Street, NW, Washington, DC, 20001 (hereafter referred to as "LICENSEE or WMATA"), (LICENSEE and the COUNTY hereafter referred to, together, as the "Parties").

WHEREAS, the County holds a leasehold interest in a portion of the property located at 4301 Brookville Road, Brookville, MD 20833, pursuant to a certain Lease Agreement, by and between the County, as tenant, and Jane Nash Maller, trustee under the unrecorded Jane C. Nash Trust Agreement, as Property Owner (the "Lease Agreement") where the County operates and maintains a wireless telecommunications facility that includes a telecommunications tower and other appurtenant equipment; and

WHEREAS, WMATA has requested to collocate its communications equipment on the County's telecommunications tower; and

WHEREAS, the County is willing to allow WMATA to collocate its communications equipment on the County's telecommunications tower upon term and conditions contained in this Agreement.

WITNESSETH

NOW THEREFORE, for and in consideration of the fees hereinafter reserved and other good and valuable covenants and obligations as hereinafter contained, the Parties agree as follows:

1. (a) COUNTY hereby grants to LICENSEE a non-exclusive license to occupy and use, subject to all of the terms and conditions herein, space for communications equipment listed in **Exhibit A** ("Equipment") to be installed on the COUNTY's telecommunications tower ("Tower"), located on property owned by Jane Nash Maller ("Property Owner") at 4301 Brookeville Road in Brookeville, Maryland, as more particularly depicted on **Exhibit B** attached hereto and made part hereof ("Property"). WMATA has entered into a lease agreement with Property Owner to locate ground level facilities that support the tower Equipment. The location of Licensee's Equipment on the Tower is generally described as the licensed premises ("Licensed Premises"). No variation will be permitted without the prior written consent of the COUNTY. LICENSEE, its employees, agents, and contractors shall have access at all times (24 hours/day, 7 days/week) in, on, over, across and under the Property to install and maintain utility wires, cables, conduits, circuit boxes, switches, amplifiers, antennas or other accessories and appurtenances for use of its Equipment, on foot or by motor vehicle to the Licensed Premises from the nearest public right-of-way on Brookeville Road, which access route is approximately 490 feet in length and

approximately 8 feet in width, including the existing access driveway to Brookeville Road, and also including an irregular shaped parcel labeled as "Proposed Access Drive Turnaround" abutting the Leased Premises, as is more particularly shown in Exhibit B attached hereto and made a part hereof, subject to the restrictions in this Agreement. LICENSEE, individually and through its employees, agents, and contractors, shall comply with all of County's security procedures for the Tower, if any at all times. COUNTY must provide LICENSEE with a written copy of security procedures, if any, not later than ten (10) days after executing this License Agreement.

(b) At LICENSEE's sole cost and expense and with minimal disruption to the COUNTY, LICENSEE may install, erect, maintain and operate the Equipment and supporting accessories thereto on the Licensed Premises. In connection therewith, LICENSEE may complete all work necessary to prepare the Licensed Premises for operation of the Equipment, including but not limited to installation of antennae, bi-directional amplifiers, cables, and appurtenances. LICENSEE shall be responsible for and shall cause the prompt repair of any damage to the Tower, the County's communications equipment, the Property, or Licensed Premises resulting from the installation, maintenance and/or operation of the Equipment. Notwithstanding affixation to the Licensed Premises, title to the Equipment and all accessories and appurtenances associated therewith installed by LICENSEE shall remain property of LICENSEE. LICENSEE may remove all or part of the Equipment at its sole expense and with minimal disruption to the COUNTY on or before the expiration or earlier termination of this Agreement and shall be responsible for and shall cause any repairs to the Tower, the County's communications equipment, the Property, or Licensed Premises, normal wear and tear excepted, necessitated by such removal.

(c) Notwithstanding the fact that LICENSEE's use of the Tower and the Licensed Premises is non-exclusive in that other licensees may use the Tower, LICENSEE shall have the exclusive right to use the Licensed Premises.

2. (a) This Agreement shall be effective as of the date of execution by both Parties (the Effective Date"). The ("Term") shall be one (1) year and Three Hundred Sixty Four (364) days and the commencement date for the Term shall be the earlier to occur of (1) the first day of the month following the month in which WMATA obtains its final permits and Government Approval (defined below) to construct the Communications Equipment or (ii) the date which is one (1) year after the Effective Date, unless otherwise agreed in writing prior thereto by the COUNTY which shall be the ("Rent Commencement Date"). COUNTY and WMATA agree that they shall execute a written acknowledgement confirming the Rent Commencement Date. In the event that COUNTY or WMATA have not received all necessary approvals for use of the Property within eighteen (18) months from the Effective Date, WMATA may terminate this Agreement immediately without further liability hereunder.

(b) LICENSEE shall pay the License Fee ("Rent") in the amount of Twenty Thousand Four Hundred Dollars (\$20,400) for the first year, payable annually and Twenty Thousand Nine Hundred Ten Dollars (\$20,910) for the remaining 364-day term, payable annually.

3. Upon the expiration or earlier termination of this Agreement, LICENSEE shall, within ninety (90) days of such expiration or termination, remove all of its Equipment and facilities from the Licensed Premises, returning the Licensed Premises to its condition on the Effective Date, reasonable wear and tear exempted. If LICENSEE fails to remove its Equipment within the period

specified herein, COUNTY may remove the Equipment upon written notice to LICENSEE provided that LICENSEE has not removed its equipment within thirty (30) days of such notice, and charge LICENSEE for the cost of such removal with no liability of the COUNTY to turn over such Equipment and facilities to LICENSEE or for any damage to the Equipment and facilities resulting from such removal.

4. LICENSEE shall use the Licensed Premises for the purpose of transmission and reception of radio communication signals for its 700 MHz Radio Project as mandated by the Federal Communications Commission to support WMATA's public safety and emergency network. All work on the Licensed Premises and improvements thereto, including the plans and specifications for such work, shall be at LICENSEE's expense, and shall be subject to prior written review and approval of the COUNTY. LICENSEE, individually and through its employees, agents, and contractors, will maintain the Licensed Premises in good condition. It is understood and agreed that LICENSEE's ability to use the Licensed Premises is contingent upon its obtaining after the execution date of this Agreement and maintaining throughout the term of this Agreement all certificates, permits, and any other approvals ("Approvals") required by any Federal, state, or local authorities. In the event that any such application should be finally rejected or any Approval is canceled, expires, lapses or is otherwise withdrawn or terminated by government authority, or if LICENSEE in its sole discretion determines that it will be unable to use the Licensed Premises for its intended purposes due to technological reasons, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to COUNTY in accordance with Section 11 herein. LICENSEE represents and warrants that all information furnished to COUNTY required herein including all data contained in specification sheets shall be of sufficient detail to afford any future licensee adequate information to ensure that any licensee avoids interference with LICENSEE'S equipment. COUNTY shall not allow any other licensee to install equipment that would interfere with LICENSEE'S ability to transmit, receive, or otherwise use its equipment.

5. Both COUNTY and LICENSEE are self-insured entities.

(a) LICENSEE shall require its contractor(s) and subcontractor(s) performing services under this License to maintain the following insurance policies:

- i. Workers' Compensation Insurance at Maryland statutory limits
- ii. Commercial General Liability Insurance (including completed operations and contractual liability) including coverage for cranes and other heavy equipment that may be used to install the equipment, on an occurrence basis in an amount not less than Five Million Dollars (\$5,000,000) per claim combined single limit for bodily injury and property damage. Such policy shall be primary and shall name Montgomery County, MD, its elected and appointed officials, officers, employees and authorized volunteers, and Jane Nash Maller as Additional Insureds; and

iii. Automobile Liability Insurance, in the amount of one million dollars (\$1,000,000) per claim combined single limit, for bodily injury and property damage.

(b) All policies pursuant to this Paragraph 6 shall be written by an insurer having a Best Financial Strength rating of not less than A and licensed to do business in the State of Maryland. All policies, including any renewals thereof, must specify that such coverage shall not be canceled without a minimum of thirty (30) days' prior written notification to the County.

(c) LICENSEE's contractor(s) shall provide County with a certificate of insurance issued to the County address indicated in the notice provisions.

(d) Notwithstanding anything herein to the contrary, LICENSEE has satisfied the insurance requirements of this Paragraph 6 applicable to LICENSEE by providing the County with evidence of self-insurance, attached hereto and made a part hereof as **Exhibit C** that will meet the requirements herein.

6. LICENSEE, upon the expiration and termination of this Agreement, either by lapse of time or otherwise, shall peaceably surrender to COUNTY the Property and Licensed Premises in same condition as when the Property and Licensed Premises were delivered to LICENSEE.

7. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between the COUNTY and LICENSEE, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

8. This Agreement and the performances thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maryland. The Parties hereby waive their right to a trial by jury.

9. This Agreement may not be sold, assigned or transferred and the LICENSEE shall not permit any other party to use the Licensed Premises, Tower, or Property or any of the COUNTY's equipment.

11. Notices given in connection with this Agreement shall be in writing and shall be sent by: (a) registered or certified mail, return receipt requested; (b) hand delivery; (c) a nationally recognized overnight courier service for next business day delivery; or (d) any telecommunications device capable of creating a written record of such notice and its receipt. Notices and other communications shall be deemed to have been given on the date of actual receipt. Refusal to accept delivery or inability to make delivery because the intended recipient has not provided a correct or current address shall constitute receipt as of the time of attempted delivery. The notice addresses are as follows (or such other address as the party to be notified has designated to the sender by like notice):

COUNTY:

Montgomery County, Maryland
Department of General Services.
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850

With a copy that does not constitute notice to:

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

LICENSEE:

Vice President, Office of Real Estate and Parking
Washington Metropolitan Area Transit Authority
600 5th Street, NW
Washington, DC 20001

With a copy to:

General Counsel, Office of General Counsel
Washington Metropolitan Area Transit Authority
600 5th Street, NW
Washington, DC 20001

12. It is expressly understood that the COUNTY shall not be construed or held to be a partner, co-venturer, agent or associate of LICENSEE; it being expressly understood that the relationship between the Parties hereto is and shall remain at all times that of the COUNTY and LICENSEE.

13. LICENSEE, individually and through its employees, agents, and contractors, shall operate its Equipment at all times in a manner that will not interfere with radio and/or electrical equipment of any existing licensee on the Property. If any such interference occurs, in the reasonable assessment of the COUNTY or Property Owner as the case may be, based upon verifiable data or testing, and is not corrected by LICENSEE within forty-eight (48) hours after written notification, COUNTY shall have the right to require LICENSEE to shut down and repair LICENSEE's Equipment, except for brief tests (not to exceed 5-10 minutes every hour) to eliminate such interference. COUNTY shall not be held responsible for any interference to LICENSEE's Equipment or operations, provided the COUNTY exercises due care and otherwise complies with this Agreement. Similarly, COUNTY agrees that after execution of this Agreement, no other licensees on the Tower will be permitted to install any radio equipment that is of a type and/or frequency that will cause interference to LICENSEE. In the event future equipment of any licensees on the Tower causes interference to LICENSEE and is not corrected by the interfering party within twenty-four (24) hours of notification, COUNTY shall require the interfering party to

immediately shut down the interfering equipment until the interference is corrected, except for intermittent testing.

14. Either Party shall be considered in default of this Agreement upon the occurrence of any of the following:

(a) Failure to perform any term, covenant or condition of this Agreement and the continuance thereof for fifteen (15) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money or for thirty (30) days following receipt of written notice from the non-defaulting party specifying said failure with respect to a default which may not be cured solely by the payment of money. In either event, and after the expiration of said cure periods, the non-defaulting Party may pursue any remedies available to it against the defaulting party under applicable law. In the event either Party is in default more than twice in any calendar year, the non-defaulting Party shall have the right, but not the obligation, to terminate this Agreement.

(b) If the non-monetary default may reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting Party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

(c) In the event that LICENSEE shall be found in default and shall fail to cure such default after notice given as set forth hereinabove, then LICENSEE's right to the Licensed Premises shall automatically be revoked.

15. LICENSEE acknowledges that it will be solely liable for the clean-up and removal of hazardous substances that it generates, or causes to be placed on the Property and Licensed Premises as required by law. COUNTY represents and warrants that, to its knowledge, the Property and Licensed Premises are free from any hazardous substances or unlawful environmental contamination as of the date of execution of this License.

IN WITNESS WHEREOF, the Parties hereto have set their hand and affixed their respective seals the day and year first above written.

WITNESS:

LICENSEE:
Washington Metropolitan Area Transit
Authority

By: JD T
Print Name: John D. Thomas

By: Anabela Talaia
Anabela Talaia, Program Manager
Office of Real Estate and Parking

Date: 05/13/2021

WITNESS:

By: Julie White
Print Name: Julie White

COUNTY:

Montgomery County, Maryland

By: A. Jerome Fletcher
Jerome Fletcher
Assistant Chief Administrative Officer

Date: 5/17/21

Approved for legal form and legality:
Office of the County Attorney

By: Neal Anker

Recommended:

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

EXHIBIT A
General Scope of Work (Tower)

Montgomery County - Brookeville
4301 Brookeville Road
Brookeville, MD 20833

This proposal is to co-locate on Montgomery County's new 260' Tower (LAT: 39.11.02.8328; LONG: 77.54.0295) located at 4301 Brookeville Road, Brookeville, MD 20833.

New equipment installed on the tower will include (1) New RX 17' Omni Antenna – Model RFI CC807-11, mounted at 200' AGL; and (2) New TX 17' Omni Antenna – Model RFI CC807-11, mounted at 173' AGL. Antennas to be mounted on 6' Stand-Off Mounts. Additional equipment installed on the tower is TTA mounted at 200'.

Antenna and Line

- Install new WMATA 17' Whip Antennas Typical of (1) at 200'
- Install new WMATA 17' Whip Antennas Typical of (2) 2 at 173'
- Install new Coax Cable from Antenna on Tower to Shelter Entry Port.
- Install new TTA typical of (1) at 200'
- Waveguide (Standard 12 hole)

Table based on Brookeville Tower Map V05 2019-10-31

| Base | Tip | Antenna Description | Antenna Model | Ant. Qty. | Coax Qty. / Size | Mount Desc. | Mount Location |
|------|-----|---------------------|---------------|-----------|------------------|---------------------|----------------|
| 200 | 217 | 700 MHz Rx | CC807-11 | 1 | (1) 7/8" | SitePro1 - PSA6 | Leg C |
| 200 | 200 | TTA | TTA | 1 | (1) 1/2" | | |
| 173 | 190 | 700 MHz TX | CC807-11 | 2 | (2) 1-1/4" | (2) SitePro1 - PSA6 | Leg C |

EXHIBIT B



GENERAL NOTES:

1. PROPERTY OFFSETS ARE APPROXIMATE. FINAL LOCATION OF COMPOUND TO BE DEVELOPED FROM TOWER &
2. THE LOCATION, SIZE & TYPE OF MATERIAL OF EXISTING UTILITIES INDICATED ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE, SUFFICIENT OR COMPLETE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES, INCLUDING THE SERVICE CONNECTIONS TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES OF HIS OPERATIONAL PLANS & SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION & ASSISTANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES & THE WORKING SCHEDULE OF THE COMPANIES FOR REMOVAL OR ADJUSTMENT WHERE REQUIRED. IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANY OF JURISDICTION. THE ENGINEER SHALL ALSO BE IMMEDIATELY NOTIFIED. ANY SUCH MAINS & SERVICES SHALL BE RESORTED TO SERVICE AT ONCE & PAID FOR BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
3. ALL PROPOSED CONSTRUCTION ACTIVITIES & MODIFICATIONS SHALL COMPLY WITH MOTOROLA R-56 STANDARDS, MOST CURRENT REVISION.

ALL DIMENSIONS ARE APPROXIMATE AND WILL BE VERIFIED WITH A SURVEY.

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



811
CALL BEFORE YOU DIG
1-800-257-7777
OR 410-257-7777

1 Site Location Plan



50' 0 50' 100'
1 inch = 50ft.

| NO | DATE | REVISIONS | BY | CHK | APP'D |
|----|----------|----------------------------|-----|-----|-------|
| B | 02-11-19 | ADDED ADDRESS / LAT & LONG | JRF | SAH | |
| A | 01-17-19 | LEASE EXHIBIT | JRF | SAH | |



MOTOROLA SOLUTIONS



SITE LOCATION PLAN
BROOKEVILLE
4301 BROOKEVILLE ROAD
BROOKEVILLE, MD 20833

LE-1
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24x36

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED AND PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 40894, EXPIRATION DATE 03/14/20. THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER. IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

EXHIBIT C



July 1, 2020

RE: WMATA Self Insurance – period July 1, 2020 to July 1, 2021

To Whom It May Concern:

This is to advise you that the Washington Metropolitan Area Transit Authority (WMATA), like most large organizations with substantial loss expectancies, does not purchase primary liability insurance. As such, WMATA is an authorized self-insurer of its Workers' Compensation and Automobile financial responsibility obligations.

WMATA does purchase Excess Liability insurance which attaches at \$5 million over its Auto Liability, General Liability, Employer's Liability. The \$5 million per occurrence self-insured retention is for all bodily injury and property damage liability. Excess liability insurance above the self-insured retention is placed through multiple carriers on several layers.

WMATA purchases Excess Workers' Compensation insurance which attaches at \$2.5 million per occurrence.

Finally, WMATA also maintains operating property insurance coverage with various deductibles, starting at \$1,000,000 per occurrence. These coverages are continuous and remain in effect.

We trust this information will satisfy your inquiry regarding WMATA's insurance. If you require further information on this matter, feel free to contact me directly on at (202) 962-1236.

Sincerely,

Mary Jane F. Johnston, CRM
Insurance Analyst
Office of Risk Management
202-962-1236
mjfjohnston@wmata.com

**Washington
Metropolitan Area
Transit Authority**

600 Fifth Street, NW
Washington, D.C. 20001
202/962-1234

*By Metrorail:
Judiciary Square-Red Line
Gallery Place-Chinatown
Red, Green and
Yellow Lines*

*A District of Columbia
Maryland and Virginia
Transit Partnership*