

LEASE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND  
AND  
YESHIVA OF GREATER WASHINGTON, INC.  
DATED

TABLE OF CONTENTS

Article

1.	Premises
2.	Term
3.	Use of the Premises
4.	Rent: Rental Adjustments
5.	Termination for Convenience of Government
6.	Community Use of Facility
7.	Use of Play Areas and Fields
8.	Parking
9.	Capital Improvements
10.	Operating Expenses
11.	Fixtures and Equipment
12.	Condition of Premises
13.	Liability, Property Damage and Fire Insurance
14.	Lessee's Indemnification of County
15.	Responsibilities of Lessee
16.	Destruction of Premises
17.	Default
18.	Eminent Domain
19.	Assignment and Subleasing
20.	Access
21.	Surrender of Possession
22.	Holdover
23.	County's Title and Covenant of Quiet Enjoyment
24.	Compliance with Laws
25.	Benefit and Burden
26.	Disputes
27.	Waiver
28.	Non-Discrimination
29.	Contract Solicitation
30.	Public Employment
31.	Force Majeure
32.	Resident Agent
33.	Prohibition of Hazardous Substances
34.	Mailing Notices
35.	Indemnification By The County
36.	General Provisions
37.	Community Liaison
38.	Traffic Management Plan

Exhibit A - Deed  
Exhibit B - Leased Premises  
Exhibit C - Construction Contract  
Exhibit D-Traffic Management Plan

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic ("the County") and Yeshiva of Greater Washington, Inc. ("the Lessee" or "Yeshiva") (the County and the Lessee together the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of a former public school site known as the Montgomery Hills Junior High School, 2010 Linden Lane, Silver Spring, Maryland, 20910 (the "Property" or "Montgomery Hills"), which was declared surplus by the Board of Education 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 4813 at Folio 269 (the "Deed"). A copy of the Deed is attached to this Lease as Exhibit A and incorporated as if fully set forth; and

WHEREAS, the Lessee is a Maryland Corporation that provides private education to the Jewish community; and

WHEREAS, the County and Lessee are parties to a Lease-Purchase Agreement for the former Belt Junior High School in Wheaton ("Belt"); and

WHEREAS, the Superintendent of Schools and the Montgomery County Board of Education have requested the return of the Belt property in order to open a second middle school in the Wheaton High School cluster and have proposed, to that end, that Lessee move to Montgomery Hills under a lease agreement similar to their current Belt agreement and that Montgomery County Public Schools will fund improvements to Montgomery Hills which are substantially the same in scope and materials as the Yeshiva made at Belt as more particularly set forth in that certain Standard Form of Agreement Between Owner and Contractor dated March 28, 2003, by and between Montgomery County Public Schools ("MCPS") and Lessee (the "Construction Contract", attached at

Exhibit B). Montgomery Hills is scheduled to be substantially complete by July 2004, and Belt would be scheduled to open in September 2005; and

WHEREAS, the County Council has approved Emergency Bill 20-02, dated March 18, 2003, which waives certain requirements of Executive Regulation 4-99AM, and authorizes the Executive to enter into this lease agreement;

NOW THEREFORE, in consideration of the terms and conditions of this Lease, including the payment of rent by the Lessee 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. **PREMISES:** The County does hereby lease and demise unto Lessee the Property described as the Montgomery Hills Junior High School, 2010 Linden Lane, Silver Spring, Maryland including the building, recreation areas, athletic fields, walkways, play areas, parking lot, driveway and land contiguous to the building, as outlined in red on Exhibit C attached and incorporated as if fully set forth (the "Leased Premises").
2. **TERM:** The initial term hereby created shall commence on the Commencement Date (as defined in the next sentence) and shall end on June 30, 2053, followed by four (4) consecutive ten (10) year renewal periods. The "Commencement Date" of this Lease shall be the date of execution hereof, as set forth on page 1 of this Lease. The first lease year shall commence on the Commencement Date and shall end on June 30, 2004. Each lease year thereafter shall consist of twelve (12) consecutive months commencing on the next succeeding July 1. Lessee and the County acknowledge that this Lease is contingent upon the approval of the Board of Public Works of the State of Maryland, and that the County will therefore submit a copy of this Lease to the Board of Public Works for approval. If said approval by the Board of Public Works is not granted, then this Lease and any subleases entered into by the Lessee hereunder shall be null and void as of the date of action by the Board of Public Works. Each renewal period shall automatically commence upon the expiration of the previous initial term or renewal period, as the case may be, unless Lessee sends the County written notice of its intention not to have the term automatically renewed, which notice must be sent no later than one hundred eighty (180)

days before expiration of the then applicable lease term. Terms and conditions shall remain the same during the renewal periods.

3. USE OF THE PREMISES: The Leased Premises shall be used for private educational use, and for daycare and worship services, as uses incidental, related and accessory to the main use, which incidental uses shall include a private educational day camp and a private religious education center and for the County's use as set forth in Articles 6 and 7, hereof. Lessee agrees that its use of the Leased Premises, including any use of the premises by sublessees, shall conform fully with all applicable zoning ordinances, and will be subject to all rules, regulations, statutes, permits or any other requirements for the use and occupancy of the Leased Premises as established by all appropriate authorities having jurisdiction. Lessee agrees that all uses of the Leased Premises shall generate a total occupancy not to exceed 850 during the normal course of business. This includes student enrollment, teachers, other staff and reasonable nominal numbers of daily visitors. Special events which bring large numbers of visitors to the facility will be coordinated through the community liaison committee set up in Article 37 below, with the goal of mitigating the impact of traffic and parking on the adjacent community.

4. RENT: RENT ADJUSTMENTS

- A. The annual rent shall be FORTY THOUSAND AND 00/100 (\$40,000.00) DOLLARS, payable in twelve equal installments, during each lease year, of THREE THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$3,333.33) each, subject to 4B below.
- B. Notwithstanding the foregoing, the first monthly payment hereunder shall be due upon the Lessee's occupancy and commencement of instruction at the Property. All payments thenceforth shall be due and payable on the first day of each month during the lease term, at: Montgomery County Government, Leasing Management, P.O. Box 62077, Baltimore, Maryland 21264-2077.
- C. To the annual rent payable by Lessee 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 its successor, 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, 2001, the first annual calculation would be as follows: (current annual rent x (April 2001 CPI U / May 2000 CPI U)) - current annual rent = CPI increase. In any event, and notwithstanding the results obtained through the above calculation, the Lessee's adjusted annual rent will not be less than 103%, nor more than 105% of the rent paid by Lessee the previous year.

5. TERMINATION: This Lease shall automatically terminate at the end of the term, subject to the renewal periods set forth in section 2, unless sooner terminated as provided below:
  - A. This Lease and all rights and obligations hereunder may be terminated by the County, for any reason, at any time after the end of the twenty-fifth lease year, upon written notice to the Lessee of five (5) years.
  - B. If the termination of the Lease is due to a request by Montgomery County Public Schools (herein MCPS) to retrieve and reuse the premises for public educational purposes, then before the notice of such a termination may be given to Lessee (which termination is subject to the twenty-five year period in section 5A above, and which notice is subject to the five- year notice period in section 5A above), the Superintendent of Schools for MCPS must notify both the Lessee and the Chief Administrative Officer of Montgomery County (herein CAO), on or before September 1 of the sixth year before the proposed termination date, that MCPS will need the school for public educational purposes. If a notice of termination is given to Lessee, due to a request by MCPS to reuse the premises for public educational use, but the Montgomery County Council does not appropriate sufficient funds to retrieve and reuse the premises, the CAO may, after consulting with MCPS, withdraw the termination notice, in which event Lessee shall have the right to terminate this Lease on ten (10) days written notice to the County.

- C. If this Lease is terminated under paragraphs A or B above, and the Leased Premises are being used as a private school, the County agrees that under no circumstances will the Lessee be required to surrender the Leased Premises during the normal and usual school year, defined to be September 1 to July 1.
- D. This Lease and all rights and obligations hereunder may be terminated by the Lessee without fee, for any reason, at any time after the completion of the renovations pursuant to the Construction Contract (as defined in the fourth recital of this Lease), upon written notice to the County of one year.
- E. The Parties recognize that Yeshiva surrendered a valuable asset by agreeing to forego their right to purchase the former Belt Junior High after investing considerable resources to improve the physical plant and establish a private school there. They have also given up their ability to claim rent credits and capital reimbursement under this Lease. In partial consideration thereof the County agrees that in the event the County terminates this Lease as provided in this Section 5, the County shall pay to Lessee a Termination Fee based on the lease year during which the Lease is terminated. The Termination Fee will be the Fair Market Value (FMV) of the Property as determined by the three appraiser method described in 5F below, multiplied by the following factor:

<u>Lease Year</u>	<u>Factor</u>
26 - 30	FMV x 1.5
31 - 35	FMV x 1.4
36 - 40	FMV x 1.3
41 - 45	FMV x 1.2
46 - 50	FMV x 1.1
51 and later	FMV x 1

- F. The Fair Market Value for the purposes of determining the Termination Fee shall be determined as follows:

The County and Lessee shall each select a licensed real estate appraiser having experience in the valuation of improved real estate in the Washington, D.C. metropolitan area, and who is a member of the American Institute of Real Estate Appraisers (each certified as an "MAI appraiser"). The two MAI appraisers so selected shall choose a third MAI appraiser within fifteen (15) days of their selection, and notify the County and Lessee of their choice. Each party shall bear the cost of its MAI appraiser, and shall share equally the cost of the third MAI appraiser. If the two MAI appraisers selected by the parties cannot agree on the choice of a third MAI appraiser and notify the parties as to their choice within said fifteen (15) day period, then the parties shall request that the President of the Montgomery County Board of Realtors designate a third MAI appraiser within fifteen (15) days of the parties' request to do so. The Fair Market Value shall be the average of the fair market values as submitted by each of the three appraisers. Prior to the commissioning of the three appraisals, the County and Lessee shall agree on a set of written instructions to be delivered to each of the three appraisers, which instructions will be followed by the appraisers in the performance of their work. Said instructions shall include, among other things, that the appraisals will be based on the use of the Premises as an educational facility.

6. COMMUNITY USE OF THE FACILITY: Lessee shall make a room available in the Leased Premises (after Lessee's occupancy and commencement of instruction at the Property) as a community meeting place for use by the North Woodside/Montgomery Hills and Linden Civic Associations each calendar quarter on a weekday evening to be agreed upon.

7. USE OF PLAY AREAS AND FIELDS:

All outdoor recreation and athletic fields will remain available, on a continuing basis, for use (when not being used by Lessee) by the community after 5:00 P.M., Monday through Friday, and all day Saturday and Sunday, subject to variance by the Park and Planning Commission and/or CUPF. Lessee will work jointly with the Maryland National Capital Park and Planning Commission, the County Department of Recreation, and CUPF with regards to Lessee's use and scheduling of the outdoor recreation areas. Lessee will have the exclusive use of the outdoor recreation and athletic fields until 5:00 P.M. Monday through Friday. In consideration therefore, Lessee agrees to maintain said outdoor recreation and athletic fields to at least the

same standards used by the Parks Department or the Recreation Department, as revised from time to time, for maintaining outdoor recreation and athletic fields. Lessee agrees at all times to keep all areas, including those as to which Lessee has non-exclusive use, mowed, trees and shrubs pruned as necessary, equipment in good repair and such areas clean and neat in appearance, except for wear and tear incurred as a result of excessive or inappropriate use (e.g., play while fields are wet), and except for excessive trash and debris left on the Property by users other than Lessee. Lessee shall notify County promptly when excessive or inappropriate uses are taking place. In the event Lessee desires use of these areas during the times reserved for the community, Lessee will schedule such use with the Maryland National Capital Park and Planning Commission, the CUPF or the Department of Recreation, as appropriate, complying with the scheduling agency's regulations and procedures.

8. PARKING: Lessee shall be entitled to exclusive use of the parking facilities which are a part of the Leased Premises. Parking for Lessee and any other occupants of the building, their staff, clients and guests must be fully accommodated on the Leased Premises and must be confined to the surfaced parking areas in existence, or planned for construction, as of the date of execution of this Lease. The above notwithstanding, and subject to all approvals required by all applicable laws, regulations, ordinances and codes, and subject to all of the provisions of this Lease, Lessee may expand the parking facilities to support the Leased Premises, without the consent of the County if the expansion costs less than \$100,000 or with the express written consent of the County if the expansion will cost more than \$100,000, which consent shall not be unreasonably withheld. Lessee shall, at Lessee's risk and expense, be responsible for the ongoing maintenance, cleaning, and repair of said parking facilities. The Lessee shall grant access to said parking facilities to the County's representatives at all times, or to community users of the premises during times of community use as set forth in Articles 6 and 7 hereinabove. Lessee agrees to make repairs as necessary to maintain the parking area 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.]

9. CAPITAL IMPROVEMENTS:

A. Capital Improvement Definitions:

1. Elective Capital Improvements are improvements or additions made by Lessee which :



- a. Increase the value of the premises to the County;
  - b. Are not required to protect or preserve the building structure or systems; and
  - c. Are not mandated by County, State, or Federal law, code or regulation.
2. Non-Elective Capital Improvements are improvements or additions made by Lessee which:
- a. Increase the value of a closed school to the County;
  - b. Are required to protect and preserve the building structure or systems; or
  - c. Are mandated by County, State, or Federal code, law and/or regulations.
  - 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, costing more than \$100,000, 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.

B. Approval Process for Non-Elective and Elective Capital Improvements:

1. Lessee must obtain the prior written consent of the County for all capital improvements costing more than \$100,000, which consent shall not be unreasonably withheld. Lessee must submit to the County complete plans, drawings, and specifications at least 30 days prior to beginning work. Lessee's submittal must be of sufficient detail and content to permit the County to fully evaluate Lessee's proposed project. In the event the proposed capital improvements are Elective Capital Improvements, two copies of the submission must be sent by Lessee to the County. The County must coordinate review with MCPS of any proposed improvement that may affect the future educational use of the Leased Premises. The County will

respond in writing to Lessee's submission within 30 days of the receipt of all required documentation.

2. In the event of an emergency need for a capital improvement over \$100,000, Lessee will notify the County immediately, and the County will 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 before, during and after construction on any improvement which it has approved.
4. The total cost of all capital improvements will be borne solely by Lessee. Lessee will be solely responsible for obtaining any and all permits, approvals and licenses from all appropriate County, State, and/or municipal authorities having jurisdiction over such work.
5. Lessee must comply with all applicable zoning, land use, health and safety regulations. This includes, specifically and without limitation, Section 59-G-2.19 of the Montgomery County Code (1994), as may be amended, 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 building existing on February 1, 2001, and for the installation of any portable classrooms within the premises for a period longer than one year.

10. OPERATING EXPENSES:

- A. The Lessee will be fully responsible, at the Lessee's sole risk and expense, to perform all maintenance, repair, and/or replacement which isn't deemed to be a capital improvement within the Leased Premises which the County determines in its sole discretion is required to protect the Leased Premises from damage or deterioration.
- B. The Lessee assumes, at the Lessee's sole risk and expense, full responsibility for the maintenance, repair, and upkeep 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, walls, electrical systems, heating and air conditioning systems, plumbing systems, outdoor areas, outdoor fields and playgrounds, shrubbery and landscaping.

C. The Lessee is fully responsible at the Lessee's sole risk and expense, for 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, preventive maintenance, day to day minor and major maintenance, tree removal, fence repair and/or replacement, and repair or replacement of playground equipment, except to the extent that such maintenance, repair or replacement arise from the community's or County's grossly negligent or willful acts or omissions, in which case the County shall be responsible for such maintenance, repair or replacement.

11. FIXTURES AND EQUIPMENT: All items which are attached to the building, or are a part of the building's systems at the time the building is delivered to Lessee, shall remain with the building and shall be delivered to Lessee along with the building. All moveable partitions, trade fixtures, floor coverings or equipment installed within the Leased Premises at Lessee's expense shall remain the property of Lessee and may be removed by Lessee at the expiration or other termination of this Lease. Lessee shall, however, repair any damage caused by reason of said removal. Any personal property of Lessee remaining within the Leased Premises for thirty (30) days after expiration or other termination of this Lease shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

12. CONDITION OF PREMISES: Lessee accepts the Leased Premises in "as is" condition, together with the improvements to be made under the Construction Contract. Lessee agrees to maintain the Leased Premises, including all improvements therein, in good condition and state of repair throughout the term of this Lease and any extension thereof. For purposes of maintenance and upkeep, the Leased Premises shall include the building, walkways, sidewalks, parking lot, driveway, play areas, athletic fields and all other grounds that are part of the leased premises. Lessee 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. Lessee agrees to make repairs as necessary for the safe use of the Leased Premises, including changes necessary to comply with law, including, but not limited to changes, if required, to comply with the Americans With Disabilities Act [42 U.S.C. 12101], et. seq.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

- A. Lessee 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 \$1,000,000 (one million dollars) for bodily injury and property damage including fire legal liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.
- B. Lessee agrees to obtain and maintain, during the term of the 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).
- C. Lessee agrees to obtain and maintain, during the term of the Lease, and any extension thereof, an All Risk Property policy covering 100% replacement cost of the contents of the Leased Premises.
- D. Lessee agrees to obtain and maintain, during the construction to be performed under the Construction Contract, a Builder Risk policy.
- E. The general liability policy must list Montgomery County, Maryland as an additional insured; and the All Risk Property policy and Builder's Risk policy must name Montgomery County, Maryland as a Loss Payee. All policies must provide to the County sixty (60) days prior written notice of cancellation. In the event of a loss, if Lessee decides to rebuild as provided in paragraph 16A1, then the County shall endorse all insurance proceeds checks to Lessee.
- F. The Lessee shall, within thirty (30) days following execution of this Lease deliver to the County a certificate(s) of insurance evidencing the coverage(s) required above. The certificate(s) must be issued to Montgomery County, Maryland, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10<sup>th</sup> floor, Rockville, Maryland 20850, Attn: Director. Lessee has the obligation to assure that the County always has a valid Certificate of Insurance.

G: Lessee will indemnify the County and save it harmless from and against any and all claims, action, damages, liability and expense in connection with loss of life, personal 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 Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, guests or employees, excepting claims arising out of the acts, omissions or negligence of the County, the County's agents, contractors and employees. Lessee shall indemnify the County against any penalty, damage or charge incurred or imposed by reason of Lessee's violation of any law, regulation or ordinance in its use and occupancy of the leased premises. In case the County shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold the County harmless at Lessee's sole cost and expense.

14. LESSEE'S INDEMNIFICATION OF COUNTY: Lessee agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to Lessee's use or possession of the premises, including play fields and play areas, from any breach of this Lease by Lessee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent or willful act or omission of Lessee, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors, including County's use as outlined in Articles 6 and 7 above. Lessee further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment within the Leased Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described. In the event that Lessee must incur attorney's fees on behalf of the County, then the attorney shall be selected by Lessee, however, said attorney shall also be acceptable to the County in its reasonable judgment.

15. RESPONSIBILITIES OF LESSEE: Lessee covenants and agrees as follows:

- A. Lessee shall not strip, overload, damage or deface the Leased Premises, hallways, stairways or other approaches thereto or the fixtures therein or used therewith, nor suffer or permit any waste in or upon said Leased Premises, except as otherwise agreed to by the County in connection with tenant improvements to the Property or as otherwise preformed in connection with Lessee's maintenance, repair and replacement obligations set forth in this Lease.
  
- B. Lessee shall not keep gasoline or other flammable material or any explosive within the Leased Premises which will increase the rate of fire insurance on the Leased Premises beyond the ordinary risk established for the type of operations described in Article 3 hereof. Any such increase in the insurance rate due to the above, or due to Lessee's special operations within the Leased Premises, shall be borne by Lessee. Lessee 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 Lessee agrees to conform to all reasonable rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.
  
- C. Lessee shall not use or allow to be used the Leased Premises or any part thereof for any illegal, unlawful or improper purpose.
  
- D. Lessee acknowledges that all responsibilities of Lessee relating to the use or misuse of the Leased Premises and anything therein shall be construed to include use or misuse thereof by Lessee's agents, employees, patrons, guests and sublessees, but specifically excluding use or misuse by the County, the County's employees, agents and contractors, and by community users of the Property.
  
- E. Lessee shall comply with all reasonable rules and regulations with regard to the use of the Leased Premises that may be from time to time promulgated by the County, and any violation of said rules and regulations shall be deemed to constitute a violation of this Lease, providing the County has delivered such rules and regulations in writing to Lessee. It is understood that such rules and regulations shall not interfere or prevent the

intended uses of the demised premises as set forth in this Lease. Notice of any rules and regulations regarding the use of the Leased Premises will be given to Lessee and will become a part of this Lease Agreement, as an attachment, as promulgated.

Notwithstanding the foregoing, to the extent any such rules and regulations for the use of the Leased Premises conflict with any terms of this Lease, the terms of this Lease shall control. The parties agree that County laws and Executive Regulations are not considered to be rules and regulations under this provision.

16. DESTRUCTION OF PREMISES:

A. In the event that the Leased Premises are destroyed or damaged from whatever cause so as to render all or a substantial portion of the premises unfit for the purposes for which the premises were leased, then, in such event:

1. Lessee shall have the right but not the obligation to repair said destruction or damage, and shall be entitled to the proceeds of all applicable insurance policies for such repair.
2. In the event Lessee elects not to repair said destruction or damage, then (a) Lessee shall provide the County with all information in Lessee's possession regarding repair of the Premises and insurance proceeds available for such purposes; (b) the County shall have the right but not the obligation to repair said destruction or damage, and (c) the County shall be entitled to the proceeds of all applicable insurance policies for such repair.
3. Lessee shall have sixty (60) days from the date of casualty in which to give the County written notice of Lessee's election to repair, and, if Lessee fails to give such notice in a timely manner or elects not to repair, the County shall have sixty (60) days from the later of (a) the provision to the County of the information described in Section 16(A)(2) above, or (b) the earlier of (1) the date of Lessee's notice electing not to repair, or (2) if Lessee fails to send such notice timely, the date Lessee's notice was due, in which to give Lessee written notice of the County's election to repair ("Lessor's Notice Period").

- B. In the event neither the County nor Lessee elects to repair such damage as set forth above, then the insurance proceeds shall be paid first to the Lessee in the amount of the depreciated cost of the tenant improvements installed by Lessee and then any remaining proceeds shall be paid to the County.
- C. If, in the opinion of either party, reasonably exercised, the destruction or damage, if not repaired, prevents the intended use of the Premises, as specified in Section 3, either Lessee or the County shall each be entitled to terminate this Lease by written notice to the other within thirty (30) days after the expiration of Lessor's Notice Period. In the event neither elects to terminate this Lease and there exists unrepaired damage or destruction to the Premises, rental payments shall be reduced by a percentage corresponding to the portion of the Premises, if any, to which Lessee is denied normal use and occupancy.
- D. In the event that either party elects to undertake the repair of the Premises as provided above, the party so electing shall do so within a reasonable period of time from the date of destruction or damage and this Lease shall not be affected, except that, during reconstruction, rental payments shall be reduced by a percentage corresponding to the portion of the Premises to which Lessee is denied normal use and occupancy.
- E. In the event that the Parties do not repair the Leased Premises as hereinabove provided, Lessee shall not be entitled to any compensation or payment from the County for the value of any remaining term of the Lease.

17. DEFAULT:

- A. Lessee shall be considered in default of this Lease upon the occurrence of any of the following:



1. Failure to perform any monetary obligation of this Lease and the continuance thereof for more than ten (10) days after written notice from the County specifying said failure.
2. Failure to perform any non-monetary term, covenant or condition of this Lease and the continuance thereof for thirty (30) days after written notice from the County specifying said failure, or such greater time as may be required to cure, in County's reasonable judgment, with Lessee acting diligently, or such lesser time as may be required to cure, in the County's reasonable judgment, in the event of an emergency.
3. The commencement of any action or proceeding for the dissolution or liquidation of Lessee, or for the appointment of a receiver or trustee of Lessee's property, and the failure to discharge any such action within thirty (30) days.
4. The making of any assignment for the benefit of Lessee's creditors.
5. The abandonment of the Leased Premises by Lessee.

B. In the event that the Lessee shall be found in default as hereinabove stated, then, and in every such case thenceforth, at the option of the County or the County's assigns, the Lessee shall be subject to one of the following penalties, depending upon the nature and severity, in the County's sole judgment, of the default:

1. Monetary Default

- a. Any payment not received by the County more than ten (10) days from the date it becomes due and payable shall be assessed interest at the rate of fifteen percent (15%) per annum until paid.
- b. Should any payment remain unpaid for more than thirty (30) days after it is due, the County shall have the right to terminate this Lease, recover possession of the Premises, and pursue any other legal remedies available to the County under the laws of the State of Maryland.
- c. Any late penalty imposed under this paragraph will be payable to the County as additional rent hereunder and must be paid at the time that the overdue payment is paid to the County by Lessee.

2. Non-monetary Default
  - a. Lessee shall pay, as additional rent hereunder, a sum equal to five (5%) of the current monthly rental amount for each month after the cure period during which the default continues to exist.
  - b. Lessee's right of possession shall end, the Lease shall be terminated by the County, and the County may proceed to recover possession under the laws of the State of Maryland.
  - c. Any late penalty imposed under this paragraph will be payable to the County as additional rent hereunder.
- C. The County's acceptance of additional rent as provided in Section B above will not constitute a waiver of the County's right to terminate the Lease or to recover possession in a subsequent month during the Lease Term if the default continues or an additional event of default occurs.

18. EMINENT DOMAIN:

- A. The County shall receive any award for the fair market value of the land upon which the improvements are located and for the improvements.
- B. Nothing contained hereinabove shall be construed to preclude Lessee from claiming, proving and receiving, in a separate claim filed by Lessee against the authority exercising the power of eminent domain, such sums to which the Lessees may be entitled as compensation, provided that such a separate claim does not interfere with or reduce the County's award.
- C. The County or Lessee 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. Any such termination shall be considered a termination under Article 6 herein.

19. ASSIGNMENT AND SUBLEASING:

A. Lessee will not assign or sublease any part of the Leased Premises without the County's express written consent. The County's written consent shall be obtained in the following manner:

1. Lessee will submit to the County a copy of the proposed sublease, a description of the activities and uses proposed by sublessee, proof of the sublessee's ability to pay rent, adequately maintain its premises and otherwise comply with all terms and conditions of this Lease, and any other information pertinent to the proposed sublessee's use and occupancy as may be requested by the County.
2. The County will provide copies of the above information to the Montgomery County Council, the Montgomery County Planning Board and MCPS and will solicit and consider their comments on the proposed sublease.
3. The County will make a decision on the proposal and will respond in writing to the Lessee not later than thirty (30) days after receipt of all information required by Article 19A(1) hereinabove, or any additional information that may be otherwise requested by the County.
4. The County will not approve any sublease, and will withdraw an earlier approval, if the County determines that the sublessee's proposed use is likely to result in a materially greater negative impact to the surrounding neighborhood, or if it finds that sublessee's performance under the sublease following the County's approval is resulting in a substantially greater negative impact to the surrounding neighborhood.

B. Subleasing or assignment by Lessee shall be permitted only under the following terms and conditions:

1. Lessee will not be permitted to sublease more than fifty per cent (50%) of the net useable square footage of the building without the express written consent of the County, which consent shall not be unreasonably withheld.
2. Subleasing or assignment of any portion of the premises by Lessee will have as its primary goal the recovery of reasonable operating and rent expenses incurred by Lessee in the operation, maintenance and administration of the Leased Premises. Lessee agrees that any rental amounts charged to sublessees or

assignees will be limited to the sub lessees' or assignees' prorated share of actual operating, maintenance and administrative expenses incurred by Lessee, plus an amount equal to the same square foot rate of rent paid by Lessee to the County.

3. The County will not approve any assignment, sublease or transfer of any right or interest in any portion of the Leased Premises if such an assignment, sublease or transfer results in any profit or financial gain in excess of the permitted costs and expenses as set forth hereinabove. The County will require written evidence of compliance hereunder.
4. In the event the County approves a sublease, Lessee remains responsible for the payment of all monies due to the County and for the performance of all obligations required of the Lessee under this Lease.
5. All sublessees or assignees must conform to all applicable zoning and land use requirements, to all applicable use and occupancy regulations, laws or statutes, to the use restrictions contained in this Lease, to any restrictions that have been imposed by the Montgomery County Council on the use of the premises, and to all of the terms and conditions of this Lease.
6. In the event the County determines that Lessee is receiving rental payments from sublessees in excess of the costs permitted herein, Lessee shall pay all of the rents received over and above the allowable costs to the County, as additional rent.

C. The County and the Lessee hereby agree that the Torah School and the Jewish Primary Day School of Washington (JPDS) are approved sub lessees. JPDS's occupancy may not extend beyond September 1, 2003 without express written consent of the County, which consent may not be unreasonably withheld.

20. ACCESS: Lessee shall allow the County and the County's employees or agents to have access to the Leased Premises at all reasonable times and after reasonable notice, during normal working hours for the purpose of inspection, or, at any time in the event of fire or other property damage, or for the purpose of performing any work required to be performed by the County, or which the County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Leased Premises. Lessee shall not alter or change the exterior locks installed on the premises without the County's prior written consent, which consent shall not be unreasonably withheld, and in the event of an approved change, shall

provide the County with keys to the facility, said keys to be used by the County to obtain access to the facility in emergency situations.

21. SURRENDER OF POSSESSION: Lessee covenants, at the expiration or other termination of this Lease, to remove all goods and effects from the Leased Premises not the property of the County, and to yield up to the County the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Lessee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Lessee is not herein expressly made liable excepted (provided that insurance proceeds from fire or other casualty or damage, if not used to restore the Leased Premises, have been paid to the County, assuming additional restoration is necessary).
  
22. HOLDOVER: In the event that the Lessee shall continue to occupy said Leased Premises or any part thereof after the conclusion of the term of this Lease, the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by the County giving the Lessee not less than thirty (30) days' written notice, to expire on the day of the month from which the tenancy commenced. During any month-to-month tenancy, both Parties shall continue to observe all agreements and covenants contained in this Lease. Lessee shall continue to pay monthly rental at a rate of 150% of the monthly rent rate in effect thirty (30) days prior to the expiration of the then effective lease term or extension for the first six (6) months, and 200% of the monthly rent rate in effect thirty (30) days prior to the expiration of the then effective lease term or extension every month thereafter.
  
23. 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 will put Lessee into complete and exclusive possession of the Leased Premises. The County covenants and agrees that, if Lessee shall perform all the covenants, conditions, and agreements herein contained to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes leased unless the County terminates this Lease as provided in this

Lease and the laws and regulations governing the Reuse of Closed Schools in Montgomery County, Maryland.

24. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Lessee, at Lessee's expense, will 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.
25. 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.
26. DISPUTES: The County and Lessee 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 designee, who shall notify the parties in writing of the determination made. The Lessee 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 hereunder, Lessee and the County shall proceed diligently with the performance of all provisions under this Lease Agreement. The decision of the Chief Administrative Officer or his designee shall be final and conclusive. This Article 26 does not preclude consideration of questions of law by a court of competent jurisdiction in connection with the aforesaid decisions. In lieu of having the Chief Administrative Officer consider a dispute, Lessee, at its expense, may elect to have an independent mediator (selected jointly by the County and Lessee) consider the dispute. Mediator's decision shall be final and conclusive.
27. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

28. NON-DISCRIMINATION: Lessee agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Lessee 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 age, color, creed, national origin, race, religious belief, sexual preference or disability.
29. CONTRACT SOLICITATION: Lessee represents that Lessee has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. Lessee is responsible for paying any Broker's fees or commissions for any Broker with whom Lessee has any contract or agreement and for paying all of Lessee's attorneys' fees in connection with the negotiation of this Lease.
30. PUBLIC EMPLOYMENT: Lessee understands that unless authorized under Sections IIB-52 and Chapter 19A of the Montgomery County Code (1994), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a Montgomery County employee for employment contemporaneous with his or her County employment.
31. 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 upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of rent. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a party.
32. RESIDENT AGENT: The Resident Agent for the Lessee is:  
Jeffrey Lee Cohen  
5410 Edison Lane, Suite 200  
Rockville, Maryland 20850

33. PROHIBITION OF HAZARDOUS SUBSTANCES: The Lessee agrees not to store or bring hazardous substances onto the Leased Premises, except for customary office supplies and cleaning supplies, which may be stored or used in the Leased Premises provided such storage and use complies with all applicable laws. The Lessee shall be responsible for any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the Lessee, its agents, contractors, employees or guests.

34. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail or by nationally recognized overnight carrier and shall be deemed to be effective when received or refused by the addressee.

Notices to the respective parties shall be addressed as follows:

LESSEE:

Yeshiva of Greater Washington, Inc.  
2010 Linden Lane  
Silver Spring, MD 20910

With a copy to:

Jeffrey Lee Cohen  
5410 Edson Lane, Suite 200  
Rockville, MD 20852

THE COUNTY:

MONTGOMERY COUNTY, MARYLAND  
Office of Real Estate  
101 Monroe Street, 10<sup>th</sup> floor  
Rockville, MD 20850

35. INDEMNIFICATION BY COUNTY: Notwithstanding anything in this Lease to the contrary, any indemnification given by the County is subject to the liability and damage caps stated in the Local Government Tort Claims Act. Md. Cts. & Jud. Proc. Code Ann. §§5-301, et seq., 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 shall not be liable for damages or injury occasioned by the acts or omissions of Lessee or its agents, or failure to comply with its obligations under this Lease.



36. GENERAL PROVISIONS: This Lease is governed by the Laws of the State of Maryland. Should any provision of this Lease be found invalid or unenforceable no other unrelated provision will be affected and will continue in full force and effect.
37. COMMUNITY LIAISON: The Lessee shall meet with members of the surrounding communities on at least a quarterly basis, for the purpose of establishing a neighborly relationship. Lessee shall keep the community abreast of any activity planned at the school that could substantially impact the communities' use of the facility or the quality of life in the neighborhood. Lessee shall respond to community complaints or concerns in an expeditious manner. Lessee shall work cooperatively with the neighborhood and all interested parties on the matter of future traffic improvements; including the possible closure of Rookwood Road, the possible consolidation of access with Woodlin Elementary School and the possible reconfiguration of the Seminary/Linden/Brookville intersection.
38. TRAFFIC MANAGEMENT PLAN: The Lessee shall provide a Traffic Management Plan that applies to the operation of the Leased Premises. The plan is subject to review and modification from time to time as deemed necessary by the County. The Traffic Management Plan is attached at Exhibit D and is subject to review and comment by the Planning Board during their review of the lease under Section 6.17 of Executive Regulation 4-99AM. The plan will accomplish the following:
- A. Establish an operating plan for both routine school activities and special events that clearly identifies on-site access, circulation and parking rules and regulations;
  - B. Identify means by which vehicular traffic associated with school dismissal activities will be contained on site;
  - C. Reduce the reliance on single-occupant vehicles; and
- Establish regular monitoring activities to facilitate identification and implementation of operational access and circulation improvements.

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

WITNESS:

LESSEE:

Yeshiva of Greater Washington, Inc.

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

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

Date: \_\_\_\_\_

WITNESS:

THE COUNTY:

MONTGOMERY COUNTY, MARYLAND

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

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

Douglas M. Duncan

Title: County Executive

Date: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

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

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

Director,  
Office of Real Estate

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Yeshiva of Greater Washington Traffic Management Plan**

### Executive Summary

The traffic management plan developed for the Yeshiva of Greater Washington (YGW) and the Torah School of Greater Washington (TSGW) at the Montgomery Hills site results in modest traffic on Second Avenue, carpool pick-up lines contained within the campus parking lot lanes, and no anticipated parking for school related functions on surrounding residential streets.

### Introduction

The YGW and TSGW will commence full school operations in September 2004. Currently, the YGW has approximately 150 students (girls only, grades 7 – 12) and 30 staff in the building at any given time. Currently, the TSGW has approximately 200 students (grades K – 6) and 40 staff in the building at any given time.

Both the YGW and TSGW have school Monday through Friday, with limited classes on Sunday (only 2 grades from each school). School is held from approximately Labor Day to the middle of the following June. There have been no parking or traffic issues in the two years that the YGW and TSGW have occupied the former Belt Middle School location.

### Traffic and Parking Survey Summary

The YGW and TSGW performed carpool traffic surveys and parking surveys at our current campus and used projected volumes at the Montgomery Hills campus location to design the traffic flow plan.

### Traffic Flow Plan

The traffic flow plan for all scheduled school traffic is shown in the attached Site Circulation Diagram. The three campus drive lanes are labeled as indicated below:

- A. East Alley – entrance via Rookwood Road with traffic in one direction only.
- B. Main (Rear) Parking Lot – entrance via Brookville Road.
- C. Main Entrance Drive Lane (C) – entrance via Brookville Road with traffic in one direction only.

Also note that a barrier (or locked gate) will be in place in the back of the school building to prevent the school traffic as well as the general public from using Rookwood Road and the rear parking lots as a short cut to Brookville Road. Signs will be posted at the entrance of the East Alley indicating private property with access by authorized vehicles only.

The traffic flow will be as follows: YGW carpools and Administrative staff will use the East Alley (A). TSGW carpools and Administrative staff, and all YGW and TSGW faculty and students will use the Main Parking Lot (B) for carpools and parking. The Main Entrance (C) will

be used for visitor parking, miscellaneous student drop off and pickup (outside of regular carpool hours) and for auxiliary TSGW afternoon carpool pickup to reduce congestion in the Main Parking Lot drive lanes. In addition, school bus drop off and pick up will be made from Main Entrance.

In addition to regular school activities, YGW and TSGW have special events from time to time, such as sporting events, teacher-parent conferences, board meetings, etc. Data from the last two years indicates that more than ample parking will be available at the Montgomery Hills facility to accommodate all attendees without the need for any overflow onto local side streets. Times are generally after rush-hour and will not add to local congestion.

#### Ongoing Traffic Improvement Efforts

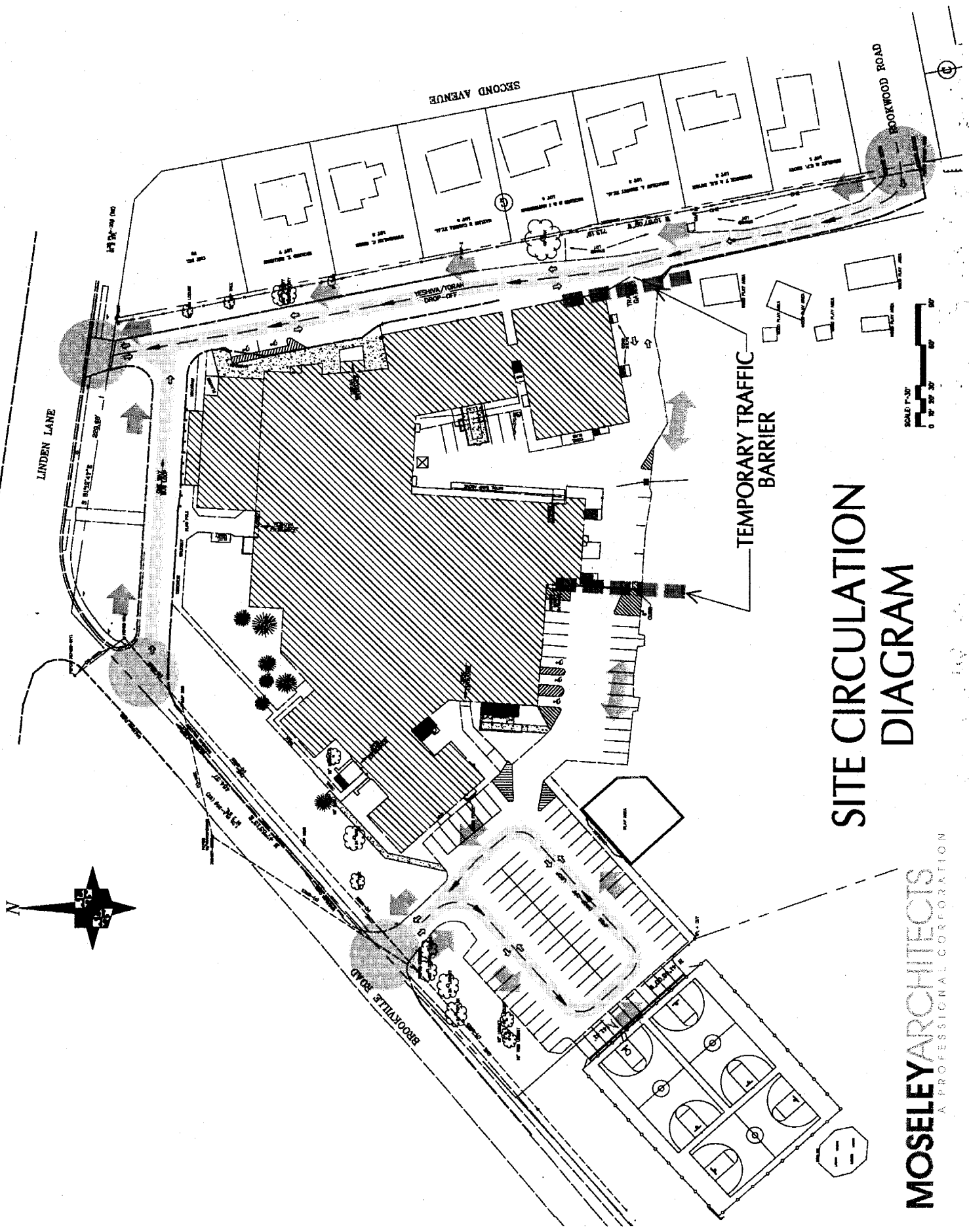
Once YGW and TSGW are on site, monitoring activities will be performed to maximize traffic plan effectiveness as well as develop and implement operational improvements.

Carpooling, while highly utilized now, will be promoted even further, with priority given to multi-occupant vehicles in the drive lanes.

#### Traffic Management Plan Conclusions

The results from this traffic plan are that operation of YGW and TSGW at the Montgomery Hills campus will work very well within the traffic drive lanes and parking facilities currently planned for. The projected traffic volume through Rookwood Road access will be minimized by limiting this entrance for YGW only.

An enhancement to our traffic management plan that would further alleviate congestion on Brookville Road is the incorporation of the adjacent dilapidated tennis courts into the Montgomery Hill facilities. This area could have dual function usage - as drive lanes and parking during school hours and recreational facilities after school and on weekends.



# SITE CIRCULATION DIAGRAM

DeSouza, Karina

From: Ed & Deborah Ferrigno [ferrigno@erols.com]  
 Sent: Thursday, August 07, 2003 7:39 PM  
 To: suzanne\_peang-meth@fc.mcps.k12.md.us  
 Cc: boe@fc.mcps.k12.md.us; county.council@montgomerycountymd.gov; MCP-Chairman; glenn-kreger@mncppc-mc.org; nwmhca; Roberts; roy abreu  
 Subject: Yeshiva of Greater Washington lease

August 7, 2003

Jerry D. Weast  
 Superintendent of Schools  
 Montgomery County Public Schools

cc: Montgomery County Council  
 Board of Education  
 Park and Planning

Dr. Weast,

I am writing to you on behalf on the North Woodside Montgomery Hills Civic Association. Our neighborhood is closely following the proceedings involving the lease of the former Montgomery Hills Junior High School site to the Yeshiva of Greater Washington. We have always welcomed the Yeshiva School - provided our concerns about the impact to our neighborhood are addressed and the right to reclaim the school for future public school use is preserved. In our dealings with the County Council on the latter issue, we have been consistently informed that MCPS will play a critical role in assuring the Council that any lease will not jeopardize the public's interest in future school needs. We have been disappointed by your organization's failure to represent the public school community in this matter.

On March 18, 2003, the Council approved bill 20-02 that permits the proposed lease to vary from Regulation 4-99AM's requirement that any lease of a former school site include language that permits MCPS to reclaim the site for public school use with, effectively, a two-year notice to the lessee. Many Council members, particularly Management and Fiscal Policy chair Marilyn Praisner, predicated their support on a March 3, 2003, letter from Richard Hawes to Al R. Roshdieh, requested by Mrs. Praisner, that stated "the capacity needs for adjacent high school clusters will be served for the foreseeable future...I discussed this with the superintendent and the Board of Education officers...we do not object to a long-term lease and greater termination notice for Montgomery Hills..."

Of course, on March 18 there was no proposed lease. There is now. It provides that the site may not be reclaimed for public school use for twenty-five years, and then only if notice is provided on or before the sixth year before the proposed termination date.

§ Is it your position that the letter of March 13 applies to this twenty-five year period? Board President O'Neill, at a June 11, 2002, hearing on this issue, stated that MCPS could only predict future needs for six years. What has changed?

§ What analyses and studies do you base your findings on? We are under the impression that MCPS projects elementary school needs for only six years.

§ Does your claim reflect the housing boom presently underway in Wheaton and downtown Silver Spring?

§ Does your claim reflect the anticipated residential housing use of the

RECEIVED  
 AUG 07 2003

OFFICE OF THE CHAIRMAN  
 THE MARYLAND NATIONAL CAPITAL  
 PARK AND PLANNING COMMISSION

nearby Seminary site?

While I look forward to your responses, I cannot imagine that there is any rational basis to conclude that a valuable public school resource won't be needed for the next twenty-five years. Your organization's track record on predicting future public school needs is dubious at best. According to Executive Duncan (April 26, 2002, letter to S. Silverman), MCPS approached Yeshiva about reclaiming Belt in November 2000, just fifteen months after signing a lease-sale agreement for the property!

Another major area of concern to us is the financial terms of the proposed lease. The former MHJHS site is being fully refurbished with taxpayer funds. Yeshiva will then lease the school for up to ninety years for \$40,000 a year! It's unlikely that a one-family home in our neighborhood could be leased under a similar arrangement. If MCPS does reclaim the school for public use (after twenty-five years), it must give Yeshiva up to one and one-half the fair market value of the property!

§ How do you explain such a favorable lease and irresponsible use of taxpayer funds entrusted to your use? This arrangement far exceeds any possible reasonable remedy for breach of the existing lease with Yeshiva.

Our community looks forward to your responses. I can be reached at 202-626-3634 or at home at 301-587-0903 if you have any questions or if I may be of any assistance. Thank you.

Edward Ferrigno  
Chair, MHJHS reuse committee  
North Woodside Montgomery Hills Civic Association.