

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made this 22<sup>nd</sup> day of April, 1993, by and between THE NATIONAL 4-H COUNCIL (the "Council"), a non-profit corporation organized under the laws of the State of Ohio, located at 7100 Connecticut Avenue, Montgomery County, Maryland (the "Property") and the TOWN OF CHEVY CHASE (the "Town"), MONTGOMERY COUNTY, MARYLAND, a municipal corporation organized under the laws of the State of Maryland, located at 4301 Willow Lane, Montgomery County, Maryland.

WHEREAS, the Council and the Town have previously entered into certain agreements whereby the Council petitioned the Montgomery County Board of Appeals for a special exception and amendment thereto and extension thereof to operate a private educational institution on the land owned by the Council and located in the Town all of which was supported by the Town; and

WHEREAS, the Council and the Town desire to maintain their long standing cooperative relationship and to consolidate the terms and conditions contained in the numerous agreements and understandings between the parties by entering into this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Council and the Town agree as follows:

1. The Council's facilities are to be used in accordance with all current Special Exception approvals of the Montgomery County Board of Appeals and Guidelines attached hereto as Schedule 1 and incorporated herein by reference.

2. Any change in the special exception or amendment thereof, or any subsequent application of or an amendment to the existing or future special exception shall be submitted by the Council to the Town for its approval prior to submission to the Montgomery County Board of Appeals.

3. The maximum overnight bed capacity at the Council's facilities shall not exceed 800.

4. The maximum number of employees, at the Council's facilities, shall not exceed 200.

5. The maximum number of customers (under special exception approval) on the Council's property shall not exceed 800.

6. The maximum seating capacity in the Council's main hall shall not exceed 600.

7. The maximum number of parking spaces at the Council's facilities shall not exceed 279.

8. The Council shall protect the privacy of the occupants of adjoining property and reasonably screen and offer privacy from their view of all structures and parking areas by planting and maintaining shrubbery in accordance with plans approved or to be approved by the County Board of Appeals. Low level outdoor lights, shielded where helpful, shall be installed in the areas adjacent to adjoining property.

9. For any proposed new construction on the Property, the Council shall comply with the following minimum building restrictions or setback lines:

- a. Ninety (90) feet from the property line on Thornapple Street.
- b. One hundred thirty (130) feet from the existing front property line on Connecticut Avenue.
- c. Fifty-five (55) feet from the south or southerly property line, except for the existing structure known as Turner Hall, as shown on the said attached plan.
- d. One hundred fifty (150) feet from the west or westerly property line.

10. The highest building on the Property will not exceed 40 ft. at the building line grade, which is within the maximum building height in the R-60 zone. The design of the buildings will be compatible with the surrounding neighborhood.

11. All parking areas shall be erected and constructed wherever possible so as to afford maximum privacy from exposure or view to the abutting property owner.

12. During construction on the Property, workmen shall park only on the Property.

13. There shall be no permanent outside play areas except one volleyball net and one basketball goal, without the prior written approval of the Town.

14. The Council shall be responsible for the cost of removal of trash and garbage and debris from the property up to and including the curb line, such removal to be undertaken during the time for trash removal within the Town.

15. The Council shall insure adequate water and sewage facilities. If a water emergency exists, the Council agrees to reduce the use of water at the Council's facilities.

16. If an electric, gas or other utility emergency or shortage exists, the Council agrees to reduce use of same at the Council's facilities.

17. If in the future the Town determines that it is necessary to take action with respect to the storm drainage facilities in the vicinity of the Council's premises, the Town shall assume the responsibility of requesting the applicable governmental agency to undertake a public project to correct the situation; provided, however, that if the applicable governmental agency determines that it should be a private project, and the Town undertakes such a project on its own volition, then the Council agrees to contribute one-third (1/3) of the total costs of that project.

18. The Council shall give notice of all Board of Trustee meetings to the Town. Specifically, notice regarding change in policy affecting the use or expansion of Council's facilities and the Council shall schedule on the said Board of Trustee's agenda an appearance by the Town, if requested to do so by the Town.

19. At the expiration of a certain Ground Lease and Development Agreement, dated *April 22*, 1993, between the Council and Town, the Town, at no cost to the Town, will be provided parking spaces for up to four (4) Town vehicles, unless the Town and Council agree otherwise.

20. The Town, at no cost to the Town, will be provided space to permanently store records at the headquarters of the Council. Files will be housed in a room that can be accessed with ease upon short notice.

21. The Town may reserve meeting room space for local community uses in the Council facility at no rental charge.

22. The Town Manager shall serve as contact person with the Council on all matters of mutual interest and concern and shall receive from the Council reports of interest or reports requiring action by the Town.

23. The Town will indemnify and hold harmless the Council from and against and will reimburse the Council with respect to any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorneys fees, disbursements and court costs) incurred by the Council by reason of or arising out of the use of the Council facilities by the Town; the Town does not hereby waive any right it may have to claim absolute immunity from any suit arising out of any tort

committed by any of its Town Council members, representatives, agents, or employees. The Town specifically retains the right to raise as a defense to any such suit the defense of governmental immunity.

24. Any roadway from the Property to Thornapple Street or any other street in the Town shall not be constructed unless required by the appropriate governmental authorities and approved by the Town. If constructed, such roadways shall be for emergency use only.

25. Should either the Council or Town find it necessary to resort to legal action to enforce any of these terms and conditions or any other formal agreement between them, it is specifically agreed that the losing party shall pay all reasonable attorney fees and court costs in connection therewith.

26. There shall be no parking of buses west of J. C. Penny Hall. There shall be no parking of any vehicles on any of the contiguous residential streets.

27. To the extent that a certain term or condition was contained in a prior and contemporaneous oral or written negotiation, understanding or agreement between the Council and the Town, but is not included herein or Schedule 1, such term is deemed null and void upon execution of this Memorandum of Understanding.

28. Notwithstanding anything to contrary set forth above, it is not the intent of the parties to amend or modify, by this Agreement the terms and conditions imposed by the Montgomery County Board of Appeals. Therefore, should any term of this Memorandum of Understanding conflict with any term or condition of the special exception and amendment approvals of the Board of Appeals, the terms and conditions of such Board of Appeals' approvals shall control.

IN WITNESS WHEREOF, the undersigned have each caused their respective duly authorized officers to execute and deliver this Memorandum of Understanding on the date first written above.

ATTEST:

TOWN OF CHEVY CHASE

By: Susan A. Robinson

By: Mier Wolf  
Name: Mier Wolf  
Title: Chairman

ATTEST:

THE NATIONAL 4-H COUNCIL

By: *Kathryn Edwards*

By: *Richard J. Sauer*  
Name: Richard J. Sauer  
Title: President and CEO

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**SCHEDULE 1**

**EASEMENTS OF RECORD**

(see attached plan)