MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION STAFF REPORT

Address: 9922 Falls Rd., Potomac **Meeting Date:** 5/7/2019

Resource: Master Plan Site 29/8-1 **Report Date:** 4/30/2019

Edgar Perry House

Applicant: T-C Potomac Promenade, LLC **Public Notice:** 4/23/2019

Elizabeth Rogers, Agent

Review: HAWP **Tax Credit:** n/a

Case Number: 29/08-19A Staff: Dan Bruechert

Proposal: ADA Modifications and new signage

STAFF RECOMMENDATION

Staff recommends the HPC approve the HAWP.

ARCHITECTURAL DESCRIPTION

SIGNIFICANCE: Individual Master Plan Site (29/8-1) Edgar Perry House

STYLE: Eclectic DATE: 1902

From *Places from the Past:*

"The Edgar Perry House is one of two historic buildings remaining in the center of Potomac Village. An early example of hand-formed concrete block construction, this handsome residence was built in 1902 by Potomac merchant Edgar Perry.

The Edgar Perry House has long been regarded as an attractive and well-constructed residence. In 1919, a journalist described this Potomac house as "one of the best and most substantial [houses] in that part of Montgomery County." The concrete blocks were made from sand hauled by horse-drawn wagon from Watts Branch, near Glen Mill. Each block was individually screened and hand-formed. Because of the slow and painstaking method, the building took about a year to complete.

Perry had been employed in the family business, the Perry Store, since the age of 14 when his father died. Edgar Reed Perry was born May 3, 1871 to Thomas and Marian Perry. After a brief partnership with Winfield Offutt, his father built a brick store about 1880 at the north west corner of Falls and River Roads. Thomas Perry died four years later, leaving his wife and son Edgar to operate the business. The life of a storekeeper apparently suite Edgar Perry for he continued running the commercial enterprise into his adulthood and after the 1908 death of

his mother. Edger Perry was postmaster of Potomac Village from 1900 to 1914.

The house was built on 21 acres of land that Perry had purchased in October 1900. The house is believed to have been completed by the close of 1902. The setting of the house was reduced in 1922 when Edgar and his wife Bertha Louis Ball sold the house and 8 ½ acres to a cousin. Since that era the structure has been used for commercial business."

There are two non-contributing buildings within the environmental setting of the Edgar Perry House, a bank building facing Falls Rd. and a drive-up ATM building with a canopy.

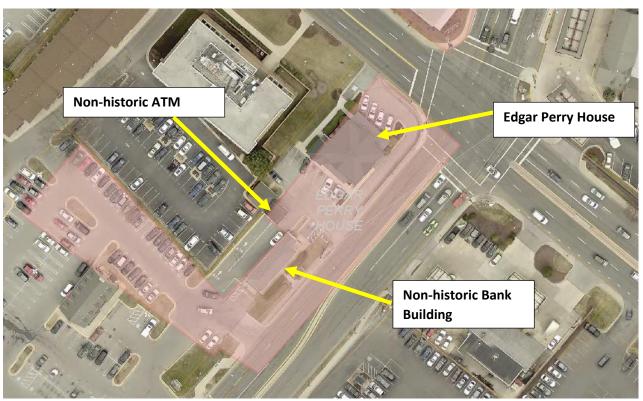


Figure 1: The Edgar Perry House is located at the southwest corner of the intersection of Falls and River Rd.

BACKGROUND

The applicant came before the HPC for a preliminary consultation on February 27, 2019, for these proposed alterations and a second phase of development that includes modifications to the Edgar Perry House and site alterations. The feedback for both phases was positive and recommended the applicant include additional details and return for a HAWP.

PROPOSAL

The applicant proposes work in two areas:

- ADA access to the non-historic bank building and
- Signage alterations on site.

APPLICABLE GUIDELINES

Proposed alterations to individual Master Plan Sites are reviewed under Montgomery County Code Chapter 24A (Chapter 24A) and the Secretary of the Interior's Standards for Rehabilitation (*the Standards*). Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features, which convey its historical, cultural, or architectural values. The pertinent information in these documents is outlined below.

Montgomery County Code, Chapter 24A Historic Resources Preservation

- (b) The commission shall instruct the director to issue a permit, or issue a permit subject to such conditions as are found to be necessary to insure conformity with the purposes and requirements of this chapter, if it finds that:
 - (1) The proposal will not substantially alter the exterior features of an historic site or historic resource within an historic district; or
 - (2) The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter; or

Secretary of the Interior's Standards for Rehabilitation

- 2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, space and spatial relationships that characterize a property will be avoided.
- 9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportions, and massing to protect the integrity of the property and its environment.
- 10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

STAFF DISCUSSION

The applicant is planning on undertaking modifications to buildings within the environmental setting of the Edgar Perry House. These specific changes are ADA modifications to the non-historic bank building and signage modifications on the site. None of the proposed work will directly impact the Edgar Perry House. Staff finds the proposed work to be appropriate and recommends approval of this HAWP.

ADA Parking and Building Entrance

The non-historic bank building (identified in the application materials as the "Sandy Spring Bank Structure") lacks an ADA, code-compliant entrance. The applicant proposes reconfiguring the parking lot to include a van-accessible parking space and the construction of a new concrete ramp with an aluminum-pipe handrail. The ramp will provide access to the existing south

entrance. The east entrance shown on the renderings in 'Exhibit A' is not proposed at this time. The design of the new ramp and railing are consistent with the feedback provided by the HPC at the February 27, 2019 preliminary consultation.

Staff finds that the proposed materials for the ramp and railing are appropriate for this non-historic building. Staff additionally finds that these alterations will be so far removed from the historic Edgar Perry House that they will not have a visual impact on the historic resource. Staff supports approval of the proposed ADA required modifications under 24A-8(b)(1) and Standard 9 and 10.

Signage Alteration

The applicant proposes to make several changes to signage on site and to introduce some new signage. Many of the signage alterations have to do with changing the occupant of the bank building from Sandy Spring Bank to Chase Bank. The existing pylon signs in front of the bank and the directional signage along Falls Road will be re-faced with no other change proposed for these signs.

The applicant proposes two new signs on the site. One will be an illuminated sign applied directly to the façade of the non-historic bank building. The other proposed signage is directional signage that will be applied directly to the existing ATM canopy.

The building-mounted, illuminated signage will be approximately 24 ft2 (twenty-four square feet) and consists of the bank name and the company's logo. While this sign would be inappropriate on the Edgar Perry House, Staff finds that this is an appropriate sign in this location. First, it is being applied to a non-historic building. Second, this sign faces east, away from the Edgar Perry house, and will not impact the visibility or character of the Edgar Perry House. Finally, Staff finds that this sign is in keeping with the surrounding environment, which has evolved into a contemporary shopping area.

Staff additionally finds that the proposed ATM directional signage will not have a significant impact on the site of the Edgar Perry House. This sign, which is approximately 3ft2 (three square feet) will face away from the Edgar Perry House and is on a non-historic structure.

Staff finds that the ADA alterations and signage will not have a significant impact to the environmental setting or historic features of the Edgar Perry House and recommends approval of this HAWP.

STAFF RECOMMENDATION

Staff recommends that the Commission **approve** the HAWP application; and with the general condition applicable to all Historic Area Work Permits that **the applicant will present** <u>3 permit</u> <u>sets</u> of drawings to HPC staff for review and stamping prior to submission for permits (if applicable). After issuance of the Montgomery County Department of Permitting Services (DPS permit, the applicant will arrange for a field inspection by calling the DPS Field Services Office a 240-777-6370 prior to commencement of work <u>and</u> not more than two weeks following completion of work.

DPS -#8



HISTORIC PRESERVATION COMMISSION 301/563-3400

APPLICATION FOR HISTORIC AREA WORK PERMIT

Name of Property Owner: T-C Potomac Promenade LLC Address: 7507 Arlington Road Bethesda Sireer Number City Contractor:	Daytime Phone No.: 202-621-1397
Address: 7507 Arlington Road Bethesda Sireer Member City Contractors:	Daytime Phone No.:
Address: 7507 Arlington Road Bethesda Street Mumber City	MD 20814
Address: 7507 Arlington Road Bethesda Sireer Mumber City Contractor:	MD 20814
Contractor:	Staat Zip Code
Contractor Registration No.:	Phone Ne.:
Agent for Owner:	Daytime Phone No.:
LOCATION OF BUILDING PREMIEE	
House Mumber: 10200 River Road & 9822 Falls Road	_
TownyCity: Potomac Nearest Cross Sin	Falls Road
Lot: Subdivision:	
Liber: 40680 Folia: 00470 Percet P325	
ZATON STANDARD I AND INCIDENTALISM	
1A CHECK ALL APPLICABLE: CHECK	ALL APPLICABLE:
☐ Construct ☐ Extend ☐ Alter/Renovate ☐ A/C	☐ Slab ☐ Room Addition ☐ Porch ☐ Deck ☐ S
☐ Move ☐ Install ☐ Wreck/Raze ☐ Sole	r 🗅 Freplace 🕒 Woodburning Stove 💢 Single Famil
☐ Revision ☐ Repair ☐ Revocable ☐ Fenc	ce/Wall (complete Section 4) Uther: See attached s
IB. Construction cost estimate: \$	
C. If this is a revision of a previously approved active permit, see Permit #	
And two Complete to his way construction and extend/add	
A. Type of sawage disposal: 01 🖄 WSSC 02 🗀 Septic	03 🖸 Other:
8. Type of water supply: 01 🗡 WSSC 02 🗋 Well	03 🗇 Other:
ANASISE EGGLETATED VIOLES SEGRATURA WALL	
A. Height feet inches	
	to the format of the same to t
 Intercept without the lence of retaining wall is to be constructed to one of the 	70 IONNY IN COLUMNS:
Indicate whether the fence or retaining wall is to be constructed on one of th On party line/property line	On public right of way/sesament

999248

THE FOLLOWING ITEMS MUST BE COMPLETED AND THE REQUIRED DOCUMENTS MUST ACCOMPANY THIS APPLICATION.

	. 1	RITTEN DESCRIPTION OF PROJECT
	6.	Description of existing structure(s) and environmental setting, including their historical features and significance: <u>See attached statement.</u>
		See attached statement.
	b.	General description of project and its effect on the historic resource(s), the environmental setting, and, where applicable, the historic district: See attached statement.
2	SIT	EPLAN
		and environmental setting, drawn to scale. You may use your plat. Your site plan must include:
		the scale, north arrow, and date;
		dimensions of all existing and proposed structures; and
		site features such as walkways, driveways, fences, ponds, streams, trash dumpsters, mechanical equipment, and landscaping.
3,		INS AND ELEVATIONS
	You	must submit 2 copies of plans and elevations in a format no larger than 11" x 17". Plans on 8 1/2" x 11" paper are preferred.
		Schematic construction plans, with marked dimensions, indicating location, size and general type of walls, window and door openings, and othe lixed features of both the existing resource(s) and the proposed work.
		Elevations (facades), with marked dimensions, clearly indicating proposed work in relation to existing construction and, when appropriate, contaxt. All materials and fixtures proposed for the exterior must be noted on the elevations drawings. An existing and a proposed elevation drawing of each lacade affected by the proposed work is required.
4	MA	ERIALS SPECIFICATIONS
	Gene	eral description of materials and manufactured items proposed for incorporation in the work of the project. This information may be included on your principles.
5.	PHO	TOGRAPHS
	a. 6	learly labeled photographic prints of each facade of existing resource, including details of the affected portions. All labels should be placed on the ront of photographs
	b. C	learly label photographic prints of the resource as viewed from the public right-of-way and of the adjoining properties. All labels should be placed on he front of photographs.
6	IREE	SURVEY
	if you must	see proposing construction adjacent to or within the dripline of any tree 6" or larger in diameter (at approximately 4 feet above the ground), you file an accurate tree survey identifying the size. Incation, and species of each tree of a based that dispersion and species of each tree of a based that dispersion and see a survey identifying the size.

7. ADDRESSES OF ADJACENT AND CONFRONTING PROPERTY DWNERS

For Atl, projects, provide an accurate kst of adjacent and confronting property owners (not tenants), including names, addresses, and zip codes. This list should include the owners of all lots or parcels which adjoin the parcel in question, as well as the owner(s) of lot(s) or parcel(s) which lie directly across the street/highway from the parcel in question.

must file an accurate tree survey identifying the size, location, and species of each tree of at least that dimension.

9822 Falls Road Potomac, Maryland

HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFYING			
Owner's mailing address:	Owner's Agent's mailing address:		
T-C Potomac Promenade LLC	Stacy P. Silber, Esq.		
River Falk Ltd: Partnership	Lerch, Early & Brewer, Chtd.		
7507 Arlington Road	7600 Wisconsin Avenue, Suite 700		
Bethesda, MD 20814	Bethesda, MD 20814		
Adjacent and Confronting F	Property Owners mailing address		
Potomac Place LTD Partnership	JMH LLC		
c/o Sigal Zuckerman Co.	10211 Lakewood Dr.		
2 Wisconsin Cir., Ste. 200	Rockville, MD 20850		
Chevy Chase, MD 20815	·		
Block G, Par. A Tax Acct: 10-00905376	Parcel P377 Tax Acct: 10-00847351		
MH McConihe et al Tr.	Semmes Building LLC		
c/o Donohoe Real Estate Services	c/o DANAC		
7101 Wisconsin Avenue	5404 Wisconsin Ave., Suite 301		
Bethesda, MD 20814	Chevy Chase, MD 20815		
Block F, Parcel N275 Tax Acct: 10-00906132	Parcel P298 Tax Acct: 10 00861022		
Capital One National Association	Capital One National Association		
c/o Ryan Property Tax Services	c/o Industry Consu. Group Inc.		
PO Box 460189	PO Box 810490		
Houston, TX 77056	Dallas, TX 75381		
Parcel P270 Tax Acct: 10-00863555	Parcel P272 Tax Acct: 10 00848732		
T-C Falls Center Townhouses LLC	T-C Potomac Promenade LLC		
4412 Willard Ave., Suite 1	5300 Wisconsin Avenue NW		
Chevy Chase, MD 20815	Washington, DC 20015		
Parcel N296, Par 1 Tax Acct: 10 00853055	Parcel N348. Par B. Tax Acct: 10-02724045		
United States of America			
C Street, 18 th and 19 th Streets NW			
Washington, DC 20006			
Tax Acct: 10-008645226			



Statement in Support HAWP 9822 Falls Road, Potomac, Maryland

T-C Potomac Promenade LLC is the owner of the Property located at 10200 River Road and 9822 Falls Road in Potomac, Maryland (the "Property"). T-C Potomac Promenade LLC is submitting this Statement of Support on behalf of J.P. Morgan Chase, who is looking to establish a bank branch on the Property. As discussed below, J.P. Morgan Chase is proposing a two-phase occupation of the Property. However, this Statement is limited to the initial site modifications proposed in the near-term, in connection with the Historic Area Work Permit ("HAWP").

I. Property Background

The Property is located in the southwest quadrant of the intersection of Falls Road and River Road and has a net lot area of approximately 43,996 square feet (or 1.01 acres). The Property is zoned NR-0.75, H-35'. The Property is currently improved with the Edgar Perry House, which is located directly at the corner of the intersection of River Road and Falls Road. The Edgar Perry House is a designated historic resource that was constructed in approximately 1902 and has been used for commercial purposes since approximately 1922 when Edgar Perry and his wife sold the home. Located immediately south of the Edgar Perry House is a single-story, non-historic commercial building most recently occupied by Sandy Spring Bank (the "Sandy Spring Bank Structure"), drive-up ATM structure with metal canopy, and surface parking. The Sandy Spring Bank Structure was constructed sometime between 1950 and 1970, and is not a contributing resource.

The character of the Property and its immediate surroundings has changed significantly since the Edgar Perry House was first constructed. The Edgar Perry House was originally constructed on a 21 acre lot. The house now sits on an approximately one-acre parcel. The area surrounding the Edgar Perry House is divided into smaller lots/parcels that are improved with various commercial uses, which comprise the "Potomac Village." Immediately adjacent to the Edgar Perry House to the west is a four-story brick office building of a brutalist design, not in keeping with the character of the historic buildings (*i.e.* Edgar Perry House and Perry Store) and surrounding area. Across the street in the northwest quadrant of the intersection is the Perry Store, a designated historic resource, which is currently operated as a Capital One Bank. The other two quadrants of the intersection are improved with gasoline service stations.

1. Edgar Perry House -- Background on Architectural Significance

Originally constructed in 1902, the Edgar Perry House is designated as a historic resource in the Places from the Past: The Tradition of Gardez Bien in Montgomery County and the 2002

Approved and Adopted Potomac Subregion Master Plan (the "Master Plan"), and is recommended for historic preservation. The historic home was the residence of Edgar Perry. Edgar Perry owned and operated the Perry Store, located in the northwest quadrant of the intersection of Falls Road and River Road. The house was originally built on 21 acres of land, although the setting of the house was reduced in 1922 when Edgar Perry and his wife sold the house and 8.5 acres. The house has been used for commercial purposes since approximately 1922.

II. HPC Preliminary Consultation

J.P. Morgan Chase appeared before the Historic Preservation Commission ("HPC") on February 27, 2019, to discuss both the short-term and long-term modifications proposed to the Property. The HPC was supportive of the information presented and directed J.P. Morgan Chase to submit a HAWP application for the near-term improvements.

III. Proposed Development

- J.P. Morgan Chase is proposing a two-phase occupation of the Property. The Edgar Perry House is currently occupied by Long and Foster Realty, whose lease expires in 2020 with a two-year option to renew. Ultimately, once Long and Foster Realty's lease is up, J.P. Morgan Chase intends to occupy the Edgar Perry House as its permanent bank branch. However, in the interim, J.P. Morgan Chase is proposing to operate out of the Sandy Spring Bank Structure. This HAWP is limited to the site modifications required to facilitate J.P. Morgan Chase's occupation of the Sandy Spring Bank Structure. Specifically, J.P. Morgan Chase is proposing the following limited exterior modifications to the Sandy Spring Bank Structure, which are subject to HAWP approval, to ensure the space can meet their programmatic needs and importantly, provide an ADA accessible entry:
 - 1. <u>ADA Parking and Building Entrance</u>. The Sandy Spring Bank Structure does not currently have an American with Disability Act ("ADA") code compliant building entrance. Accordingly, J.P. Morgan Chase is proposing to construct an ADA ramp leading from the newly constructed handicap accessible parking space, located to the south of the Sandy Spring Bank Structure (which does not require HAWP review), to the existing building entrance on the southern façade (*see Exhibit "A"*). The ramp will be constructing using concrete, and an aluminum metal railing.
 - 2. <u>Signage</u>. To ensure adequate visibility for this service-oriented retail use, and to facilitate safe and efficient vehicular circulation on-site, J.P. Morgan Chase is proposing the following signage for the Sandy Spring Bank Structure: (1) reface the existing pylon sign; (2) install new building mounted signage along the Falls Road façade; and (3) install directional sign on the ATM canopy (see <u>Exhibit "B"</u>). Each of these signs will be discussed in-turn below:

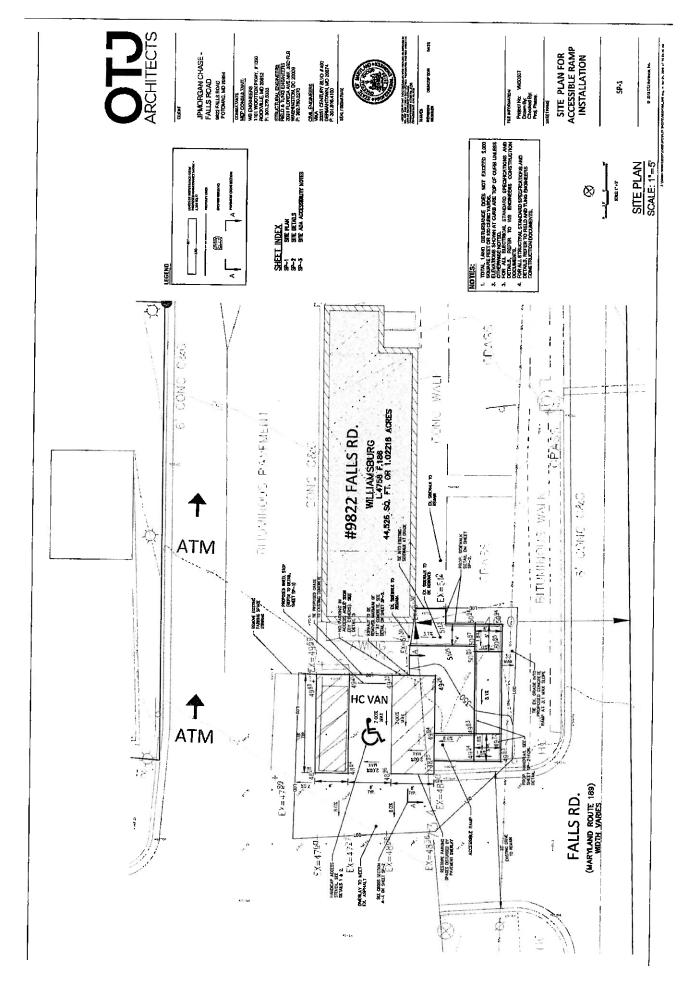
- a. Re-face the existing "Sandy Spring Bank" pylon sign, located along Falls Road, to reflect J.P. Morgan Chase's brand identity. The dimensions of this sign, which has existed on the Property for a number of years, will remain unchanged (approximately 22'2" tall and 55.5 square feet existing). This sign will be internally illuminated (see Exhibit "B1").
- b. Install a building mounted identification sign along the Falls Road façade. This sign will be approximately 24 square feet, located on the existing building façade, and will be internally illuminated. Given its location on the eastern building façade, facing Falls Road, this sign will not be readily visible from the Edgar Perry House (see Exhibit "B2").
- c. Install directional signage for the ATM lane on the existing ATM canopy, to improve internal site circulation. This sign will be approximately 3.11 square feet, mounted to the existing canopy fascia, and will be internally illuminated. This signage will not be visible from the Edgar Perry House (see Exhibit "B3").

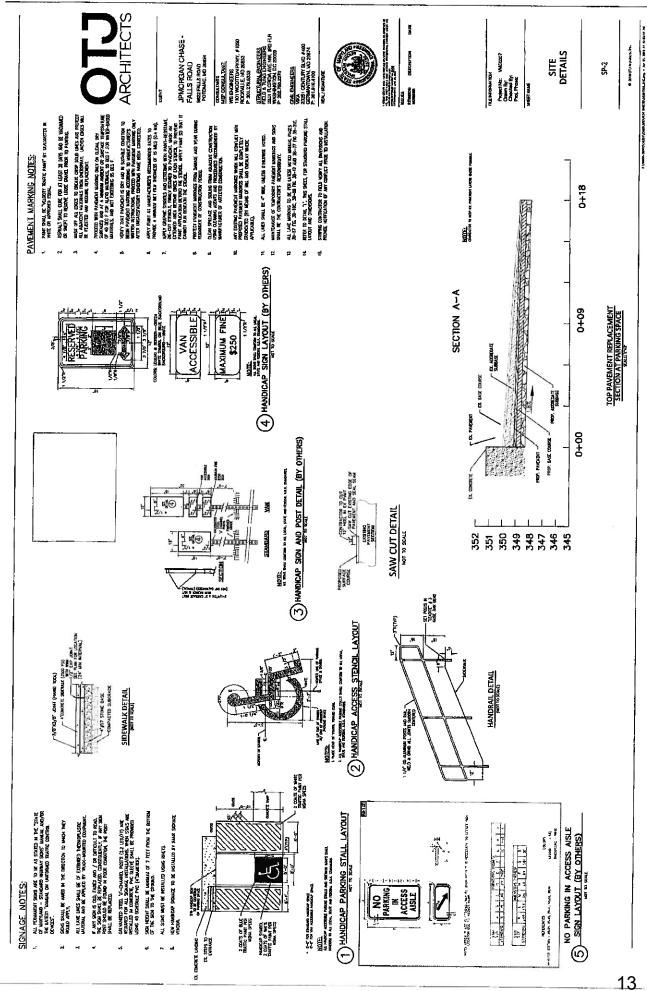
Overall, the signage proposed is in keeping with the commercial character of the Property and the surrounding neighborhood.

IV. Conclusion

J.P. Morgan Chase is seeking HAWP approval for the limited modifications described in this Statement. These modifications will facilitate J.P. Morgan Chase's interim use of the existing, Sandy Spring Bank Structure. Importantly, because the Sandy Spring Bank Structure is not a contributing historic resource, the proposed site modifications will have no impact on the historic character of the Property. We appreciate your review and consideration of these proposed modifications.

EXHIBIT "A"





JPMORGAN CHASE -FALLS ROAD REZ FALLS ROAD POTOMAG, MO ZNEW

OWALLSANT
MED CONSULTANT:
WAS SKIZHEDRE
IND WOOTTON NOW, # 1250
P. 201.278.8339 STRACTRIAL ENGINEERS PELD & TUNG BYGINEERS 2031 R.CHON AVE NY, 390 F WASHWATON, DC 20008 P-202.780,270

ACCOUNTAIN BLVD #400 SEPREANTOWN, NO 20874 P-301-016-/100 CIME ENGINEERS VOCA

Project No: VARDOO? Cheched By: Proj. Phose:

3

TO NO SECTION AND SECTION OF SECT

o and Olivernamin.

ACCESSIBILITY NOTES

MOTE.
STANDAR OF PRECEST PAROLIC CORE SE FARFATE
STANDAR OF PROCEST PAROLIC CONC.
CONC.RETE WHEEL STOP DETAIL
PORT STANDARD 5000 PSI CONC SADOTH TAKSH 5/8" HOLE CONTINUOUS

EMPES SHALL HAVE THE FILLEMEN FERMERS (2010) ABA ABY & PROPALE RASTY) a) Kandrof Slapet (Rythesty as (eth) and bash (eth) b) allow withe (account) between the presental (and assured (and assured (and assured assured assured (and assured assured

NA PROJECT IS OXECUED TO MEET THE ACCESSIBILITY RECOMMENDED OF THE STANDARDS THAT FOR CHECKED SIZED OF THE STANDARDS THAT OF ZERO AND STRUBBLES X.

CCESSIBILITY NOTES

D) DAVT PRECE PAYS.-CF-WY ACCESSENT CHECKEN (PROMAC)

4 OND AN SERVET OF TOLLHARM READING COXI - SECTION IN (BASED ON SET PC//NO.

5 OND AN STILL-MON (PC) - STANDARM PRECEDING AND PROMESSENT AND (BASED PALLIMENS AND
PLACE

*EDESTRIAN ACCESS ROLITS (P.A.B.)
FOR PURPOSES OF INCH MOTHS ALL ROLINGARIS FOR ALCESSALE ROUTS AND GRACIABLE PARK SET PRESENTED ACCESSES TO THE PRESENTED ACCESSES TO THE ACCESSES ACCESSES TO THE PRESENTED ACCESSES TO THE ACCESSES ACCESSES TO THE ACCESSES ACCESSES TO THE ACCESSES ACCESSES ACCESSED ACCESSES.

TOWNSTREES SAUL BE RESINERSEE FOR THE COMPLIANCE AND COORDINATION OF ALL CONTRACTION FORWARDS, CONSTRUCTION DAMBESS AND FINAL PARKETS.

o) the follow act of the second of the following act of the follow act of the follow act of the follow act of the follow act of the following second o

ACCOSED UNITS GALL COURSE OF ONE OR MANGE OF THE FOLLOWS CONTRACTION OF A ARRAYS OF UNITS STATE OF THE OFFICE OF A ACCOSED OF THE OFFICE OF A ACCOSED OF THE OFFICE OF A ACCOSED OFFICE OF A ACCOSED OFFICE OF A ACCOSED OFFI

1 DEF TANKES

1

10 GENERAL MAN THE MAND MANIMUM IN A LONG-MINTON OF CHIRD MANY ON THE PROPERTY OF THE MANY OF CHIRD MANY OF CHIRD

H if R DER BERGE-BER 7000 THE VOIDED IN CONTROL FOR SOUTH AND THE

a) LANGWASS/THERMAS SPACE, PREMIEDS AT THE OF CLASS ZALLYS (PERMITTED TO CASINGATION OF CASINGATION TO CASINGATION OF CASINGATION SPACES).

Breud Sipp. 25 lake (Promo A304.23) SG Richebants

A CASE OF CHARGEST AND THE CONTRIBUTION OF THE CHARGEST AND THE CHARGEST A A THE CONTRICTION OF THE CONTRIC

On the review of that the transport of t

N SHOLL LIGHTON, THE WORK STOLE.

A SHOLL LIGHTON ON R FOR MAD STOLE OF SHALL RECORDED AND A RECORD AND A RECORDED AND A RECORDED AND A RECORDED AND A RECORDED AND A RECORD AND A REC

A DESCRIPTION OF A DESCRIPTION OF A SEA NEST OF CORRECTLY PORTS

O RECEIVED TO ALTERCACE CONTRACTOR (THE PARK ACTUAL FOR NAME AND A THANK ACTUAL FOR THE NAME AND A THANK ACTUAL FOR THANK ACTUAL FOR THE NAME AND A THANK ACTUAL FOR THE NAME AND A THANK ACTUAL FOR THANK ACTUAL FOR THE NAME AND A THANK ACTUAL FOR THANK ACTUAL

CONTRICTION OF THE BEACK OF THE PROPERTY OF TH

PRIMARIA SEAL DEATH AND OR OPERATE ANY TOTAL OF A FORTENIN FOLIS (PRIMARIA DEATH AND A SEAL OF OLIVER THE AGAINST OF PRIMARIA ACCESS FOLIS (PRIMARIA DEATH AND A SEAL OF A SEAL

DE PROMESSONE FOR MARINE DE-STREET PASONE SPACES (SEE

PARTICING HALF INVESTRENCH FOR LECTED WHICH THE SITE GOLDAGE'S WITH THE STATE OF LIVE THE STATE OF LIV

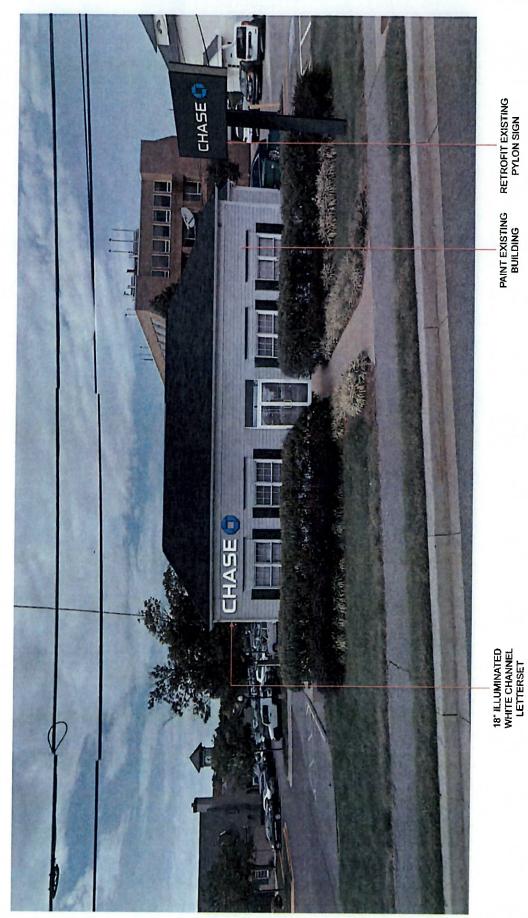
LUMB IN REPORT NO CONTROL OF CONTROL OT CONTROL OF CONTROL OT CONTROL OF CONTROL OF CONTROL OT CONT

ANY PAST OF AN ADDISORDE ROUTE WITH RUMBED SCIPE ABONE SM (1/20) SHALL BE CONSIDERD A RAMP. NOIS SLOS FOR PAR MAINE SLEFACES AND DR HAMSS ON IN 43) MAY (2010 ADA 1933)

EXHIBIT "B"

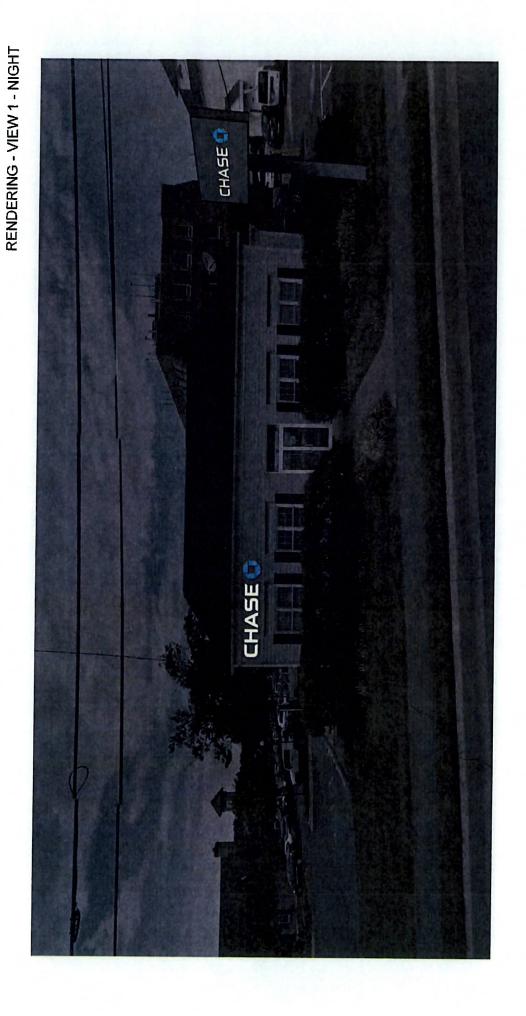
RETROFIT EXISTING PYLON SIGN

PAINT EXISTING BUILDING



16

TPG\rchitecture



SIGNAGE RENDERING FOR POTOMAC FALLS RD



SIGNAGE RENDERING FOR POTOMAC FALLS RD

EXHIBIT "B1"

PHILADELPHIASIGN 117 CL 108 FEE ME BIB. C \$1 PM 101 201 BAG DEPT MAX DESIGN WIND SPEED 99 MPH EXPOSURE C Washington, DC 20019 787 West Spring Gardon Street Pabryta, New Jersey 02065 è 3900 Minnesota Ave Phone: 856.829.1460 Fax: 856.819.8549 www.philmdelphiasign.com CHS.NB.345 ENGINEER SEAL JOB NUMBER: DWG NUMBER: 9-14-18 CHASE CUSTOMER: B80108 Pylon SIGN TYPE: DRAWN BY: LOCATION REVISION. 1 of 3 RAB SHEET CONSTRUCTION ō - Fabricated .090" Auminum Cladding Painted Matthews MP18248 Chase Dark Nickel, Gloss Finish DRAWING Main. Unless, Olimarina Males - Al Hatcherine lie Be SA, 1935 - Grante 2 - All Ancher Beilte in the ANG F 1554-(1958 - Grade 55 - All Ancher Beilte halle to be Hassy Hare Alliga - All Ancher Boll Witshers to be 7544 SW G x 3 1/2" Lg Hax Bolls w/ Nuts & (2) Flet (1) Lock Wester Per Bolt Existing 1/4" x 8" x 8" Steel Column 1 1/2" Ø Wire Hole 1" x 14" x 9" Steel Match Plate 3/4" Ø Hole For 5/8" Ø Hardware HARDWARE LIST -134 .79 Match Plate Hardware Description -ф-**** 4 PLAN VIEW - CLADDING SCALE: 1" = 1"-0" SCALE: 1 1/2" = 1'-0" 6-10 1/2" - 1-2 ф -ф· 13/4-Shut Off Swatch SCALE: 1/4" = 1'-0" 4. 3,-0, 100 = – 34" Thic Clear Push Thru Acrylic Copr. 3M 3632-20 White Vinyl First Surface & 3M 3635-70 White Diffuser Second Surface Octopon 3M 3632-127 Intense Blue Vinyl First Surface & 3M 5635-70 White Diffuser Second Surface Extruded Albminum Case & Pamled Matthews MP1824B Chase Dark Nickel, Gloss Finish 1/8" Akuminum Face Pan Painted Matthews MP f8248 Chase Dark Nickel, Gloss Finish Underscore Painted Matthews MP00366 Chase Blue, Gloss Finish - Fabricated .090" Aluminum Cladding Painted Matthews MP18248 Chase Dark Nickel, Gloss Finsh - Existing Concrete Footing Existing 3/4"/2 Incommy Electrical Conduit Existing 1" x 14" x 9° Steel Match Plate Existing 1/4" x 8" x 8" Steel Column CHASE (). .9-.1 SIGN.CUST.2016 QTY: 1 SCALE: 1/4" = 1:0" 9 4.0 -6-1 .0-,9 1.01 .Z/L L-.L-"Z-.9 ENGINEERING SHOP VINYL / LAYOUT ROUTING / KNIFE Z5.-ZZ

Note: The sign is intended to be restaled in accordance with the inquirements. Article 600 of the National Electrical Costs and/or other applicable local codes. The includes proper grounding and bending of the sign.

Electrical Load
2.40 Amps @ 120 Volts
Electrical Regints
(1) 20 Amp/120 Volt Circuits

20

ENGINEERING SHOP VINYL / LAYOUT ROUTING / KNIFE



CONSTRUCTION DRAWING

PHILADELPHIASIGN BRINGS WE WELLE CHANGE TO US

4 . T.

2" Open Aluminum Hinge Welded To Face & Screwed To Sign Case w/ #10 Pan Head Screws

- 2" x 2" Lifting Clip

9,-O 9

6 E

1/8" x 2" x 4" Aluminum Tube Supports

178 x 1 x 1 Aluminum Angle Welded Around Perimeter Of Sign Case

Extruded Aluminum Case S3827 — Painted Matthews MP18248 Chase Dark Nickel, Gloss Finish

Extruded Aluminum Balast Box w/ (3) Sloan 60C1 60 Watt Power Supplies

Shut off Switch

3mm White Compound Panel W Shan Prism 701269-7WS.H-MB Modules

1 1-1 1

14<u>1</u> (.7)

.8-,1 و.-ى

ENG DEPT Washington, DC 20019 787 West Spring Garden Street Palmyra, New Jersey 05865 3900 Minnesota Ave Phone: 256,829,1468 Far: 856,829,8549 www.philadelphiasign.con CHS.NB.345 JOB NUMBER: REVISION: Number Date: CHASE 9-14-18 SIGN TYPE: Pylon CUSTOMER DRAWN BY: RAB LOCATION: 2 of 3 SHEET

ENGINEER SEAL: DWG NUMBER: **B80108**

34* This Clear Push Thru Acrylic – Copp. 33 8352-20 White Vinyl First Surface 8.3M 3935-70 White Diffuser Second Surface Octagon: 3M 3632-12? Interse Blue Vinyl First Surface 8.3M 3635-77 White Diffuser Second Surface

1/8" Auminum Face Pan Painted Matthews MP18248 Chase Dark Nickel, Gloss Finish

1/8" x 2" x 2" Akımınum Angle

1/4" Ø Drain – Holes

1"x 14" x 9" Steel Match Plate

3/16" x 4" x 4" Steel Center Pole

MAX DESIGN WIND SPEED 90 MPH EXPOSURE C

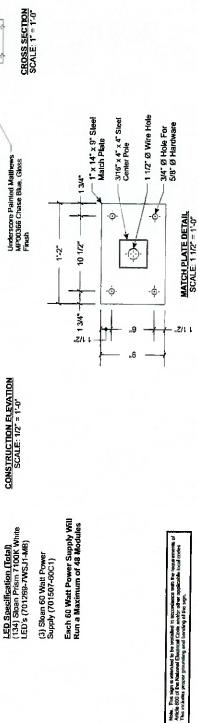
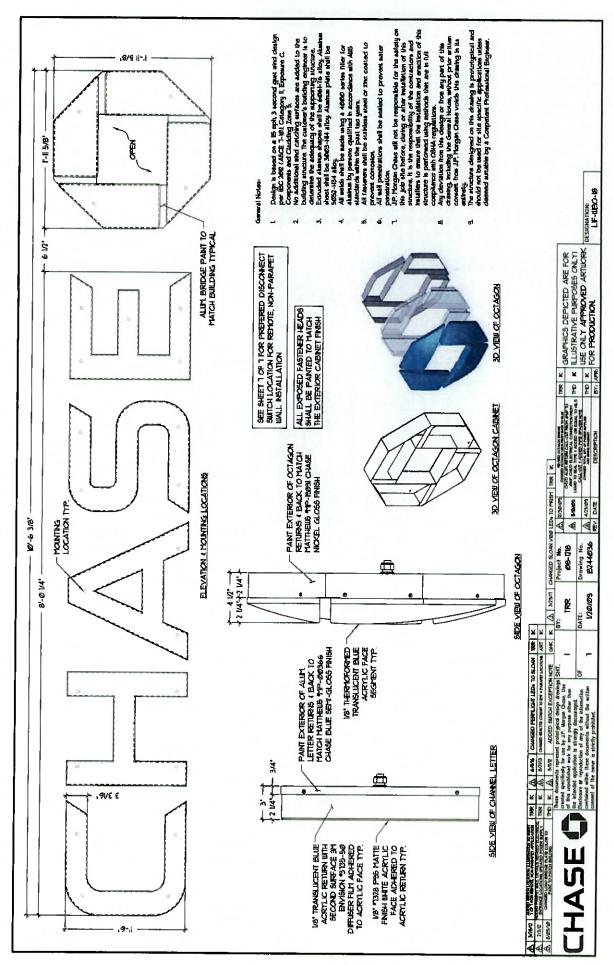


EXHIBIT "B2"



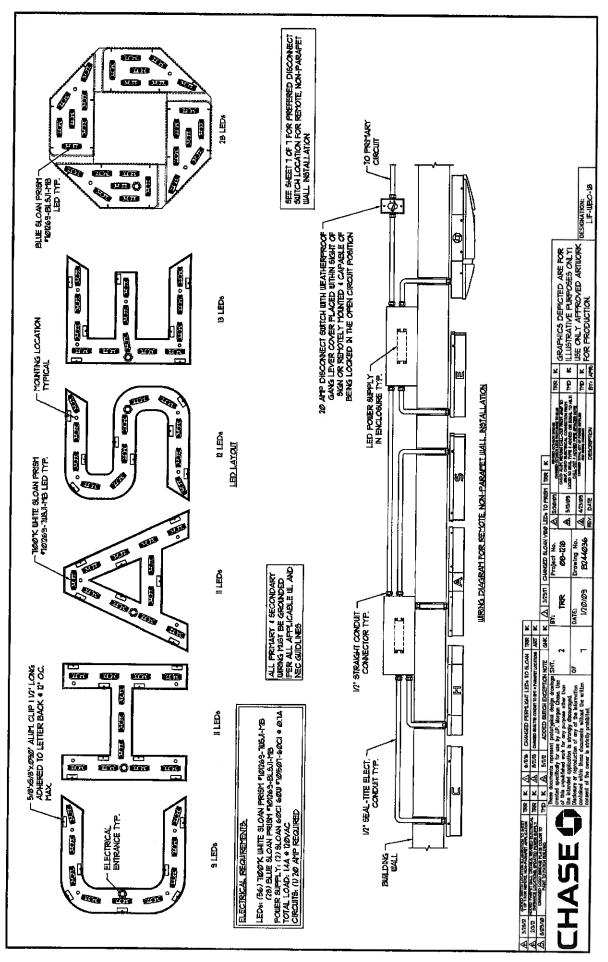
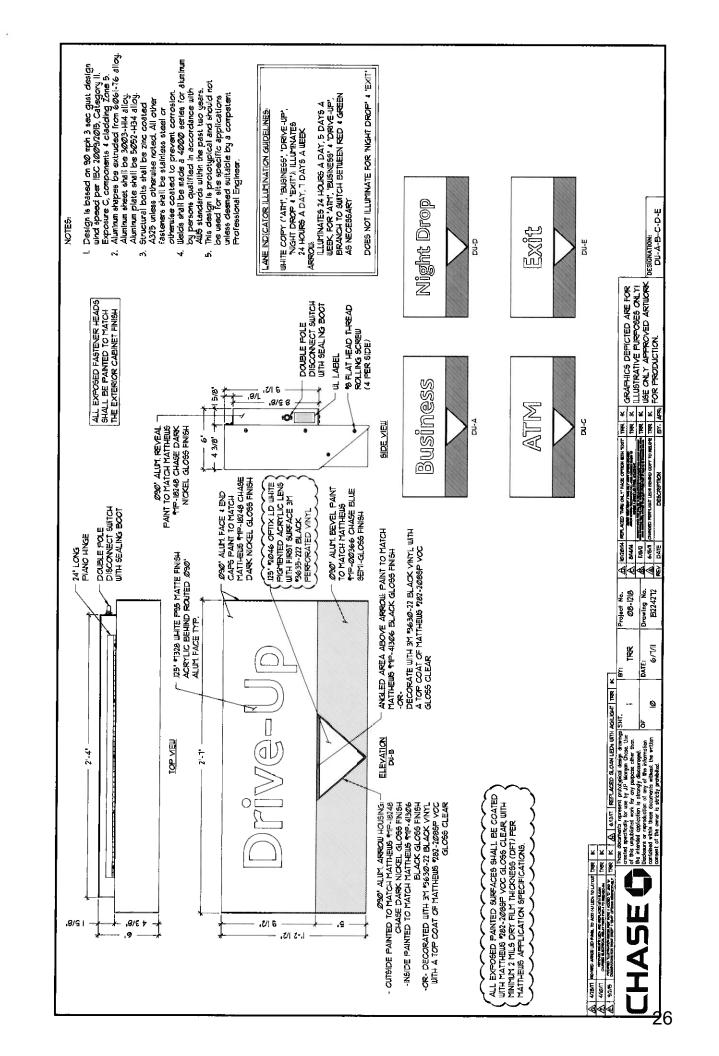
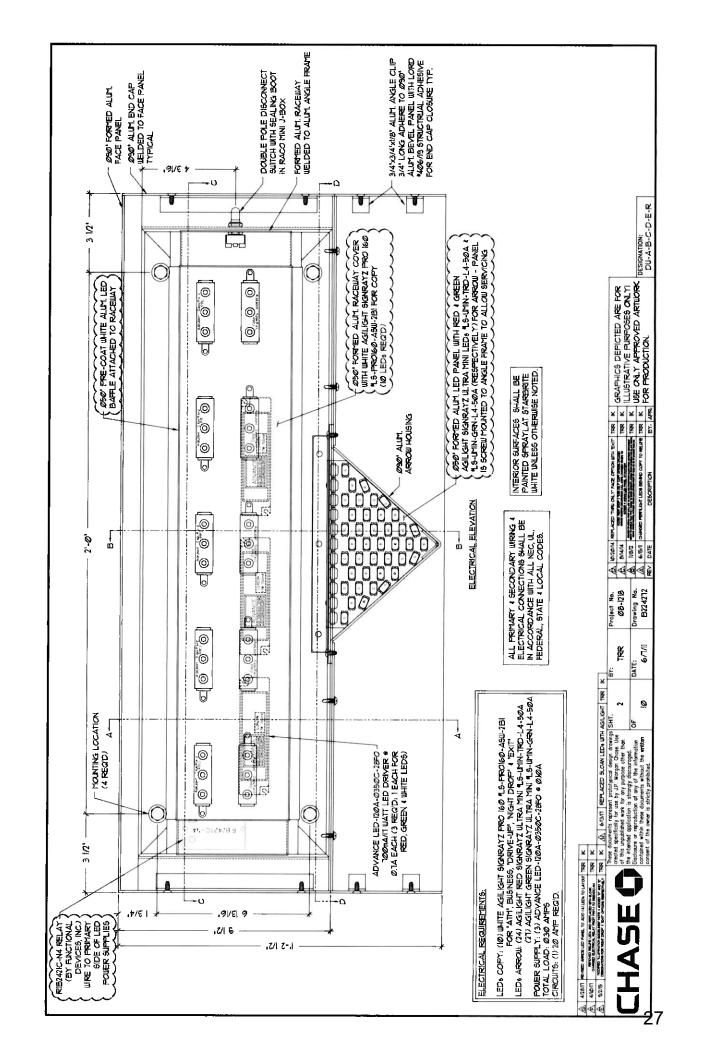


EXHIBIT "B3"





DPS -#1



Edrt 5/21/99

HISTORIC PRESERVATION COMMISSION 301/563-3400

APPLICATION FOR HISTORIC AREA WORK PERMIT

Contact Email: Gracia@	oti.com		Contact Person: S1	uco, Ciucia	
Contact Email:	- 5		Daytime Phone No.:	202-621-139	7
Tax Account No.: 10-0085786	62				
Name of Property Owner: T-C Pot	omac Promer	nade LLC	Daytime Phone No.:		
Address: 7507 Arlington		esda	MD	2081	4
Street Number		City	Steef		Zip Code
Contractor:			Phone No.:		
Contractor Registration No.:					
Agent for Owner:			Daytime Phone No.:		
Control of the contro					
COCATION OF BUILDING PREMIS House Number: 10200 River F		Falls Road			
TownyCity: Potomac					
Lot: Block:			· · · · · · · · · · · · · · · · · · ·		
Liber: 40680 Folia: 004	/U Parcel	P325			
PARTIES A TRACESCO (ASSI	CH ARD USE			 	
1A. CHECK ALL APPLICABLE:		CHECK ALL	APPLICABLE:		
Construct Fixtund	Alter/Renovate	CO AAC A	☐ Slah ☐ Room /	Addition T Doroth	Charle Charle
_	Alter/Renovate	□ A/C (Addition	
☐ Move ☐ Install	☐ Wreck/Raze	(1) Solar	☐ Fireplace ☐ Woodbo	ening Stove	Single Femily
☐ Move ☐ Install ☐ Revision ☐ Repair ☐	☐ Wreck/Raze	☐ Solar ☐ Fence/V	☐ Fireplace ☐ Woodb	ening Stove	Single Family attached statemer
☐ Move ☐ Install ☐ Revision ☐ Repair ☐ 18. Construction cost estimate: \$	☐ Wreck/Raze	☐ Solar ☐ Fence/V	Fireplace	Char. See	Single Femily attached statemer
☐ Move ☐ Install ☐ Revision ☐ Repair ☐ 18. Construction cost estimate: \$	☐ Wreck/Raze	☐ Solar ☐ Fence/V	☐ Fireplace ☐ Woodb	Char. See	Single Femily attached statemer
☐ Move ☐ Install ☐ Revision ☐ Repair 1B. Construction cost estimate: \$	☐ Wreck/Raze ☐ Revocable ☐ Proved active permit, s	Solar Fence/V	☐ Fireplace ☐ Woodbo Vall (complete Section 4)	Char. See	Single Femily attached statemer
Move Install Revision Repair B Construction cost estimate: \$ It if this is a revision of a previously a	☐ Wreck/Raze ☐ Revocable ☐ Proved active permit, s	Solar Fence/V	☐ Fireplace ☐ Weedbi Vall (complete Section 4)	arning Stove	□ Single Femily attached statemer
☐ Move ☐ Install ☐ Revision ☐ Repeir 18 Construction cost estimate: \$	☐ Wreck/Raze ☐ Revocable pproved active permit, s	Solar Fence/V	Firsplace	arning Stove	Single Family attached statemen
Revision Repair 1B. Construction cost estimate: \$	☐ Wreck/Raze ☐ Revocable pproved active permit, s CONSTRUCTION AN OT WSSC WSSC	Solar Fence/V See Permit # 10 EXTEND/ADDITI 12 Septic 12 Well	Firsplace	arning Stove	Single Family attached statemen
Revision Repair 1B. Construction cost estimate: \$	☐ Wreck/Raze ☐ Revocable pproved active permit, s CONSTRUCTION AN OT WSSC WSSC	Solar Fence/V See Permit # 10 EXTEND/ADDITI 12 Septic 12 Well	Firsplace	arning Stove	Single Family attached statemen
Move Install Revision Repair B Construction cost estimate: \$	□ Wreck/Raze □ Revocable pproved active permit, s CONSTRUCTION AND WSSC WSSC	Solar Fence/V See Permit # 10 EXTEND/ADDITI 12 Septic 12 Well	Firsplace	arning Stove	Single Family attached statemen
Move Install Revision Repair	☐ Wreck/Raze ☐ Revocable pproved active permit, s CONSTRUCTION AN OT ※ WSSC TELE ASSIGNATION inches	Solar	Vall (complete Section 4) ONS 03 Other:	arning Stove	Single Family attached statemen
Move Install Repair Revision Repair	☐ Wreck/Raze ☐ Revocable pproved active permit, s CONSTRUCTION AN OT ※ WSSC TELE ASSIGNATION inches	Solar	Vall (complete Section 4) ONS 03 Other:	arring Stove	Single Family attached statemen
Move Install Revision Repair Revision Repair Revision Repair Revision cost estimate: \$	□ Wreck/Raze □ Revocable pproved active permit, s CONSTRUCTION AN OT WSSC TELE ARE ARRIVE inches ining wall is to be const	Solar	ONS 03 □ Other: 03 □ Other: 03 □ Other:	Other See	Single Family attached statemen
Revision Repair Revision Repair Revision Repair Revision Repair Revision at a previously at the six a revision of a previously at the six a revision of a previously at the six a revision of a previously at the six are revision at a previously at the six are revision at a previously at the six are revision at a previously at a six are revision at a previously at a six are revision at a six ar	□ Wreck/Raze □ Revocable □ Revocable □ Proved active permit, s □ WSSC □ WSSC □ WSSC □ Extract ANNIA □ inches	Solar	ONS 13 Other: 03 Other: Do public right of w	rey/assement	Single Family attached statemen
Revision Repair 18. Construction cost estimate: \$	□ Wreck/Raze □ Revocable □ Revocable □ Proved active permit, s □ WSSC □ WSSC □ WSSC □ Extract ANNIA □ inches	Solar	ONS 13 Other: 03 Other: Do public right of w	rey/assement	Single Family attached statemen
Revision Repair 18. Construction cost estimate: \$	□ Wreck/Raze □ Revocable □ Revocable □ Proved active permit, s □ WSSC □ WSSC □ WSSC □ Extract ANNIA □ inches	Solar	ONS 13 Other: 03 Other: Do nother: D	rey/assement	Single Femily attached statemen
Revision Repair 18. Construction cost estimate: \$	□ Wreck/Raze □ Revocable □ Proved active permit, s CONSTRUCTION AND SECURITY OF SECURITY	Solar	ONS 13 Other: 03 Other: Do nother: D	rey/assement that the construction w	ill comply with plans
Revision Repair 18 Construction cost estimate: \$	□ Wreck/Raze □ Revocable □ Proved active permit, s CONSTRUCTION AND SECURITY OF SECURITY	Solar	ONS 13 Other: 03 Other: Do nother: D	ray/easement that the construction we find permit. April 15, 201	ill comply with plans
Revision Repair Revision Repair Revision Repair Revision Repair Revision Repair Revision of Repair Revision of a previously at the second Repair Revision Repair Revision Repair Revision of a previously at the second Revision Repair Revision Revision Repair Revision Repair Revision	□ Wreck/Raze □ Revocable pproved active permit, s CONSTRUCTION AN OI À WSSC IN LETTER AND AN IN LETTER AND AN IN LETTER AND AN IN LETTER AND AND IN LETTER	Solar Fence/Visee Permit #	ONS 13 Other: 03 Other: Do nother: D	ray/easement that the construction we this permit. April 15, 201	ill comply with plans
Revision Repair 18 Construction cost estimate: \$	□ Wreck/Raze □ Revocable pproved active permit, s CONSTRUCTION AN OI À WSSC IN LETTER AND AN IN LETTER AND AN IN LETTER AND AN IN LETTER AND AND IN LETTER	Solar Fence/Visee Permit #	ONS 03 Other: 03 Other: 09 Other:	ray/easement that the construction we this permit. April 15, 201	ill comply with plans

SEE REVERSE SIDE FOR INSTRUCTIONS

28

THE FOLLOWING ITEMS MUST BE COMPLETED AND THE REQUIRED DOCUMENTS MUST ACCOMPANY THIS APPLICATION.

1,	¥	VRITTEN DESCRIPTION OF PROJECT
		Description of existing structure(s) and environmental setting, including their historical features and significance: See attached statement.
	b	General description of project and its effect on the historic resource(s), the environmental setting, and, where applicable, the historic district: See attached statement.
		See attached statement.
2.	SI	<u>TE PLAN</u>
	Sr	te and environmental setting, drawn to scale. You may use your plat. Your site plan must include:
	A	the scale, north arrow, and date;
	b.	dimensions of all existing and proposed structures; and
	c	site features such as welkways, driveways, fences, ponds, streams, trash dumpsters, mechanical equipment, and landscaping.
3.	PL	ANS AND ELEVATIONS
	Yo	u must submit 2 copies of plans and elevations in a formet no larger than [1" x 17". Plans on 8 1/2" x 1,1" pager are preferred.
	a.	Schematic construction plans, with marked dimensions, indicating location, size and general type of walls, window and door openings, and other fixed features of both the existing resource(s) and the proposed work.
	b.	Elevations (facades), with marked dimensions, clearly indicating proposed work in relation to existing construction and, when appropriate, context. All materials and fixtures proposed for the exterior must be noted on the elevations drawings. An existing and a proposed elevation drawing of each facade affected by the proposed work is required.
4	M	ATERIALS SPECIFICATIONS
	Ge de:	neral description of meterials and manufactured items proposed for incorporation in the work of the project. This information may be included on your sign drawings.
5	PH	OTOGRAPHS
	۵.	Clearly labeled photographic prints of each facade of existing resource, including details of the affected portions. All labels should be placed on the front of photographs.
	b	Clearly label photographic prints of the resource as viewed from the public right-of-way and of the adjoining properties. All labels should be placed on the front of photographs.

6. TREE SURVEY

If you are proposing construction adjacent to or within the dripline of any tree 6" or larger in diameter (at approximately 4 feet above the ground), you must file an accurate tree survey identifying the size, location, and species of each tree of at least that dimension.

7. ADDRESSES OF ADJACENT AND CONFRONTING PROPERTY OWNERS

For ALL projects, provide an accurate list of adjacent and confronting property owners (not tenants), including names, addresses, and zip codes. This list should include the owners of all lots or parcels which adjoin the parcel in question, as well as the owner(s) of lot(s) or parcel(s) which lie directly across the street/highway from the parcel in question.

PLEASE PRINT (IN BLUE OR BLACK INIQ OR TYPE THIS INFORMATION ON THE FOLLOWING PAGE. PLEASE STAY WITHIN THE GUIDES OF THE TEMPLATE, AS THIS WILL BE PHOTOCOPIED DIRECTLY ONTO MAILING LABELS.



Statement in Support HAWP 9822 Falls Road, Potomac, Maryland

T-C Potomac Promenade LLC is the owner of the Property located at 10200 River Road and 9822 Falls Road in Potomac, Maryland (the "Property"). T-C Potomac Promenade LLC is submitting this Statement of Support on behalf of J.P. Morgan Chase, who is looking to establish a bank branch on the Property. As discussed below, J.P. Morgan Chase is proposing a two-phase occupation of the Property. However, this Statement is limited to the initial site modifications proposed in the near-term, in connection with the Historic Area Work Permit ("HAWP").

I. Property Background

The Property is located in the southwest quadrant of the intersection of Falls Road and River Road and has a net lot area of approximately 43,996 square feet (or 1.01 acres). The Property is zoned NR-0.75, H-35'. The Property is currently improved with the Edgar Perry House, which is located directly at the corner of the intersection of River Road and Falls Road. The Edgar Perry House is a designated historic resource that was constructed in approximately 1902 and has been used for commercial purposes since approximately 1922 when Edgar Perry and his wife sold the home. Located immediately south of the Edgar Perry House is a single-story, non-historic commercial building most recently occupied by Sandy Spring Bank (the "Sandy Spring Bank Structure"), drive-up ATM structure with metal canopy, and surface parking. The Sandy Spring Bank Structure was constructed sometime between 1950 and 1970, and is not a contributing resource.

The character of the Property and its immediate surroundings has changed significantly since the Edgar Perry House was first constructed. The Edgar Perry House was originally constructed on a 21 acre lot. The house now sits on an approximately one-acre parcel. The area surrounding the Edgar Perry House is divided into smaller lots/parcels that are improved with various commercial uses, which comprise the "Potomac Village." Immediately adjacent to the Edgar Perry House to the west is a four-story brick office building of a brutalist design, not in keeping with the character of the historic buildings (*i.e.* Edgar Perry House and Perry Store) and surrounding area. Across the street in the northwest quadrant of the intersection is the Perry Store, a designated historic resource, which is currently operated as a Capital One Bank. The other two quadrants of the intersection are improved with gasoline service stations.

1. Edgar Perry House -- Background on Architectural Significance

Originally constructed in 1902, the Edgar Perry House is designated as a historic resource in the *Places from the Past: The Tradition of Gardez Bien in Montgomery County* and the 2002

Approved and Adopted Potomac Subregion Master Plan (the "Master Plan"), and is recommended for historic preservation. The historic home was the residence of Edgar Perry. Edgar Perry owned and operated the Perry Store, located in the northwest quadrant of the intersection of Falls Road and River Road. The house was originally built on 21 acres of land, although the setting of the house was reduced in 1922 when Edgar Perry and his wife sold the house and 8.5 acres. The house has been used for commercial purposes since approximately 1922.

II. HPC Preliminary Consultation

J.P. Morgan Chase appeared before the Historic Preservation Commission ("HPC") on February 27, 2019, to discuss both the short-term and long-term modifications proposed to the Property. The HPC was supportive of the information presented and directed J.P. Morgan Chase to submit a HAWP application for the near-term improvements.

III. Proposed Development

- J.P. Morgan Chase is proposing a two-phase occupation of the Property. The Edgar Perry House is currently occupied by Long and Foster Realty, whose lease expires in 2020 with a two-year option to renew. Ultimately, once Long and Foster Realty's lease is up, J.P. Morgan Chase intends to occupy the Edgar Perry House as its permanent bank branch. However, in the interim, J.P. Morgan Chase is proposing to operate out of the Sandy Spring Bank Structure. This HAWP is limited to the site modifications required to facilitate J.P. Morgan Chase's occupation of the Sandy Spring Bank Structure. Specifically, J.P. Morgan Chase is proposing the following limited exterior modifications to the Sandy Spring Bank Structure, which are subject to HAWP approval, to ensure the space can meet their programmatic needs and importantly, provide an ADA accessible entry:
 - 1. ADA Parking and Building Entrance. The Sandy Spring Bank Structure does not currently have an American with Disability Act ("ADA") code compliant building entrance. Accordingly, J.P. Morgan Chase is proposing to construct an ADA ramp leading from the newly constructed handicap accessible parking space, located to the south of the Sandy Spring Bank Structure (which does not require HAWP review), to the existing building entrance on the southern façade (see Exhibit "A"). The ramp will be constructing using concrete, and an aluminum metal railing.
 - 2. <u>Signage</u>. To ensure adequate visibility for this service-oriented retail use, and to facilitate safe and efficient vehicular circulation on-site, J.P. Morgan Chase is proposing the following signage for the Sandy Spring Bank Structure: (1) reface the existing pylon sign; (2) install new building mounted signage along the Falls Road façade; and (3) install directional sign on the ATM canopy (*see Exhibit "B"*). Each of these signs will be discussed in-turn below:

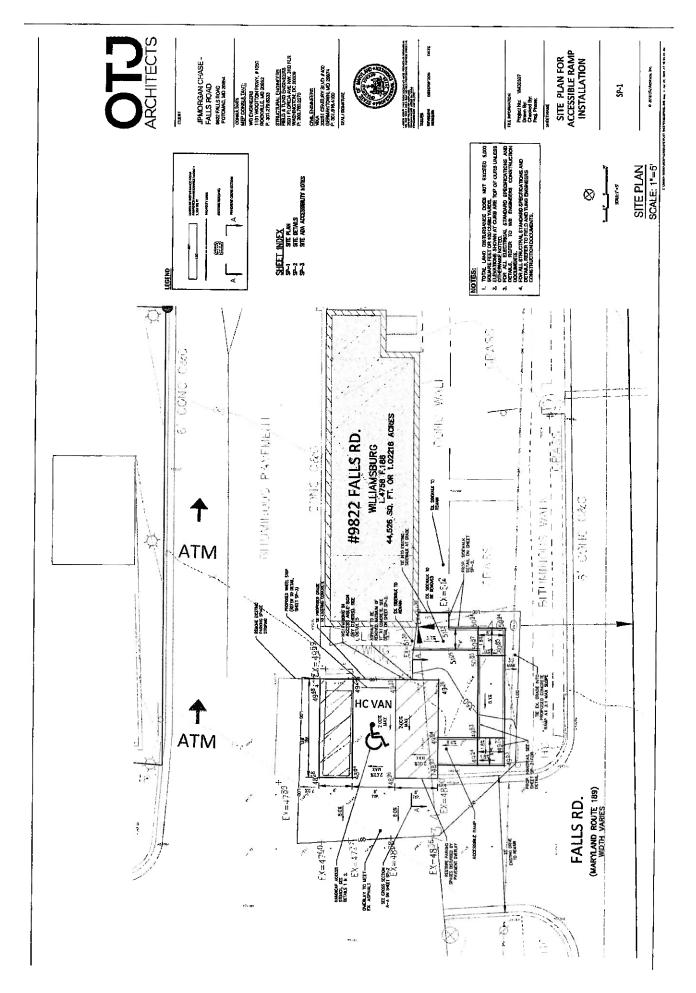
- a. Re-face the existing "Sandy Spring Bank" pylon sign, located along Falls Road, to reflect J.P. Morgan Chase's brand identity. The dimensions of this sign, which has existed on the Property for a number of years, will remain unchanged (approximately 22'2" tall and 55.5 square feet existing). This sign will be internally illuminated (see Exhibit "B1").
- b. Install a building mounted identification sign along the Falls Road façade. This sign will be approximately 24 square feet, located on the existing building façade, and will be internally illuminated. Given its location on the eastern building façade, facing Falls Road, this sign will not be readily visible from the Edgar Perry House (see Exhibit "B2").
- c. Install directional signage for the ATM lane on the existing ATM canopy, to improve internal site circulation. This sign will be approximately 3.11 square feet, mounted to the existing canopy fascia, and will be internally illuminated. This signage will not be visible from the Edgar Perry House (see Exhibit "B3").

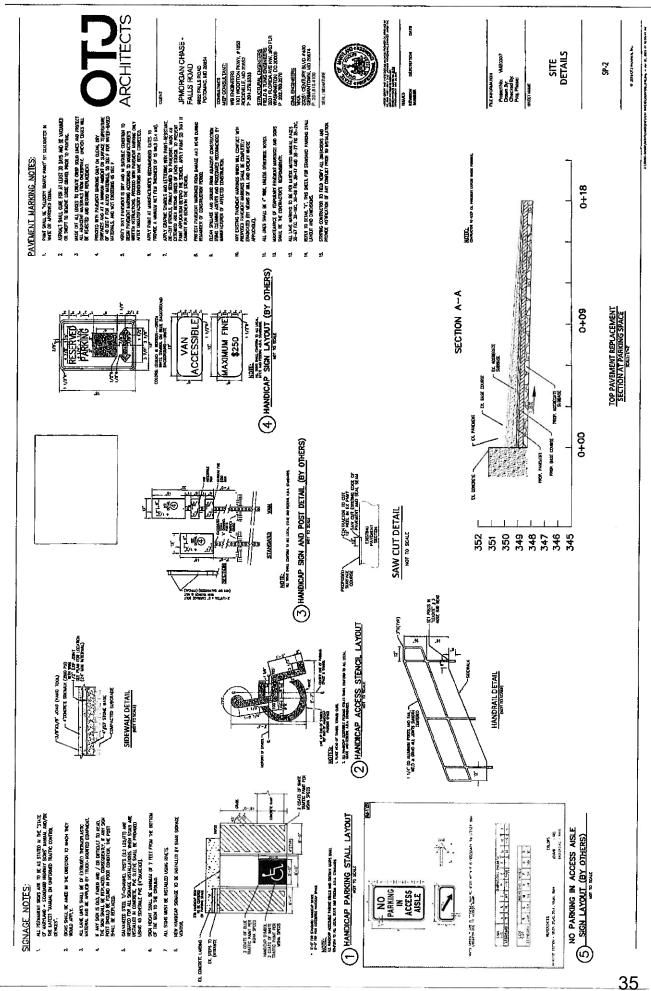
Overall, the signage proposed is in keeping with the commercial character of the Property and the surrounding neighborhood.

IV. Conclusion

J.P. Morgan Chase is seeking HAWP approval for the limited modifications described in this Statement. These modifications will facilitate J.P. Morgan Chase's interim use of the existing, Sandy Spring Bank Structure. Importantly, because the Sandy Spring Bank Structure is not a contributing historic resource, the proposed site modifications will have no impact on the historic character of the Property. We appreciate your review and consideration of these proposed modifications.

EXHIBIT "A"





ODWANTAWNS
MED CONSULTANT:
WE BURDWEERS
FOR WOODER HOSE
FOR WE SHE NO DRESS
P. 201278.8335

STRUCTURAL ENGINEERS FELD & TUNG ENCHÉERS SOUI FLOYOUX ARE NY, 3ND FLR WASHIGTON, DC 20009 P. 202,700,2270

M. ENCHNEERS

WICK STORY BLYD #400 GENEVAL WO 20874
P 201.916.4100
BRA / FEGANITHE

Commence of the commence of th

MOTE.
SHOWING PRECEST PRECEST UPON TO SHOW THE PROPERTY COMM.
WOO AND ONCE PROPERTY WHERELS TOPO DETAIL.
PROFITOR AND PROPERTY.

1900 PSI CONC SAUDOTA FINISA 15/8" HOLE CONTINUOUS

BES SHALL HANG THE TREATMES (2000 AGA AS & PROPAG SHOP). Alamang Ropel Bethady as [123] and base [124] Old White (recults) bethad for protection/Americals) of Mahala (Produc Roll).

ACCESSIBILITY NOTES

o) zero ara servandos. X.

b) deut prosto practo- ca- ara acesseuta cardinas (promus)

c) zero detento o dallara acesseuta cardinas (promus)

c) zero detento o dallara acesseuta cardinas (promus)

conesi

ontrator sult. El experiente for the compliant and constructor of all consistent atransports in the repeated standards, constructor politicas and

00000 | Other Charles of Charles

The Transport Shall be a first to the transport of the tr

THE STREET HE ACCESS FOURTS (P.A.R.)

THE STREET HE ACCESS FOURTS HAVE BUT HE ACCESS (A.M.)

THE STREET HE ACCESS OF OR A BANK OF RELIBERATION OF A MATCHEST LOSS OF

(1) If such countries or concept, washes 255 soul ES (1) For 10 F

A LANDING STATES PROMISED AT THE OF SIDER RAMPS (FROMTHED TO OUTSAIN OWNER STATES OF S

 Note that the second of t 1 WILL SERVER RELIGIONS IN THE REMAINS STREEN GODD, SOFTER MITTERS AS THE WILL SERVER STREET, WILL SERVER

of STOTIOLES, UNINESSEE, SEEK IF REPORTING COLOR DATE AND A TOTIOLES, UNINESSEE AND A STOTIOLES, UNINESSEE AND A STOTION OF A STOTION ASSISTANCE AND A STOTIANCE A STOTIAN

PRETITE CONTROLL OWNERS OF STATE TO THE STATE OF STATE OWNERS OWNERS OF STATE OWNERS OWNERS OF STATE OWNERS O

THE STATE OF THE S

A) CENTRAL, 35" HILL TOP PETMICES OF 26" OR LOSS, ACCESSABLE ROUTE MAY MARRING TO 25" HILL COMO AND ACCESSABLE OF THE SERVER DISCLARING WHITH IS 1555 THAY AD FL. A HILL STOS PASSING SPACE SHALL DE PROVINCIO AN MATERIALS OF 200 FT LIVE AD FL. A HILL STOS PASSING SPACE SHALL DE PROVINCIO AN MATERIALS OF 200 FT PORTROL OF CASTS. CHATTA MORE OF CHONNESS ANY PORTROL OF A POSSIBILAN MODEL OF ANY SOLL AND BROLE THE CALLA MOTH RECORDS TO PRESTRAN ACCESS ANY CALLA CASTS. (PRODUCE THE PROSTRAN ACCESS):

A GORDINATOR OF SECURITY OF SECURITY SE

- N version and an analysis.

4) series dichect GLEMACT. 80

9) but LLEMEN & SPITE BUT A SPITE BUT AND THE RAZIZELE.

5071, 191 BACET DAMP RACET BUT WITH PART A SPITE BUT AND THE SPITE BUT AND THE SPITE BUT AND THE SPITE BUT AND THE SPITE BUT A S

WITH A THE CASE OF THE CASE OF

ANYARIAN SACTANASIMOSTLAS - A. D. 1961 of Male 14

* MADELANDER

S S

ACCESSIBILITY NOTES

Project No: W450307 Drewn By: Onesled By: Proj. Phase:

PEFF MALE

1) with 46 The Wat STORM, A LINGOLD BROWN THE ACTION TO COME OF STORY OF ACTION TO COME OF ACTION TO C

(Provide Publis)) any paoline and actionals bruns with remains slope, and (r.70) shall be stringsord a value.

CROSS SLOPE FOR P.A.R. WENTHE SLIPINES AND THE RANDS. 25 (1: 45) MAX (1010 ADA

EXHIBIT "B"

TPG\rchitecture

SIGNAGE RENDERING FOR POTOMAC FALLS RD

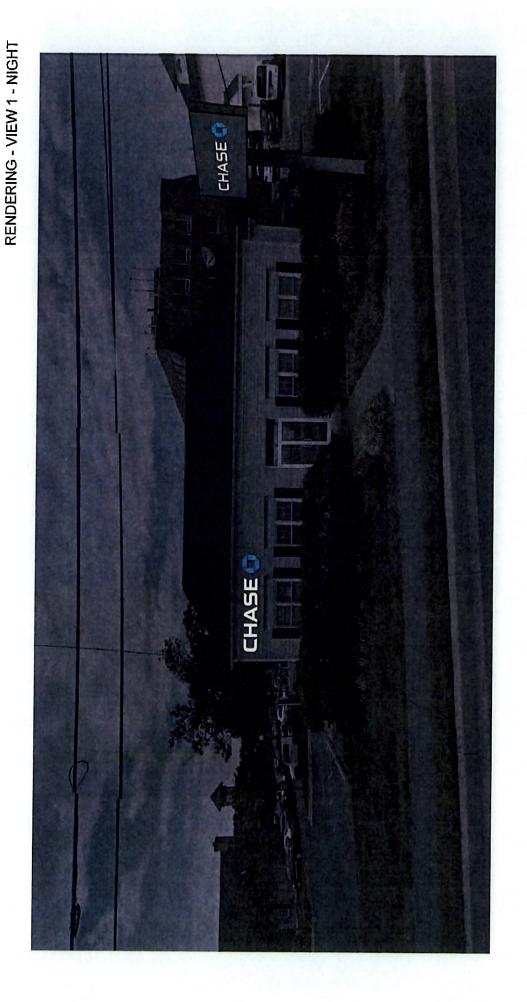
RETROFIT EXISTING PYLON SIGN

PAINT EXISTING BUILDING

CHASE 🗘

18" ILLUMINATED WHITE CHANNEL LETTERSET

TPG\rchitecture



SIGNAGE RENDERING FOR POTOMAC FALLS RD

ATM SIGNAGE

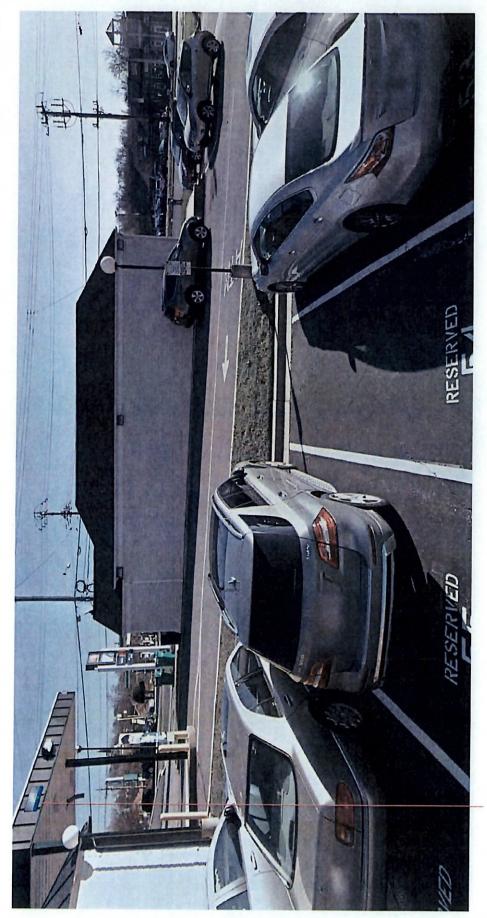


EXHIBIT "B1"

PHILADELPHIASIGN MAX DESKSH WIND SPEED 98 MPH EXPOSURE C Washington, DC 20019 767 West Spring Garden Street Palmyra, New Jersey 62065 3900 Minnesota Ave Phone: 856.829,1460 Fax: 456.829,8549 www.philadelphiasign.com **CHS.NB.345** ENGINEER SEAL JOB NUMBER: DWG NUMBER CHASE B80108 CUSTOMER: 9-14-18 SIGN TYPE Pylon DRAWN BY: LDCATIONS REVISION. 1 of 3 RAB 2. Fras Primay Hockup by Sign Installer,
Where Allowed by Local Codes.
3. Sign Signal Bo LL. Listed.
4. Sol Assurance for Be Markelian Clay, Or Better, With Marmarm Sol Bearing Capacity Off 2,500 PSF.
5. Concrete 2,500 PSI gas Days.
6. Rendrocing Steel Shall Be ASTM Astis GR-40.
7. Shruchral Steel Shall Be ASTM Astis. CONSTRUCTION ò – Fabricaled .090" Aluminum Cladding Painted Matthews MP 18248 Chase Dark Nickel, Gloss Finish DRAWING STANDARD MONUMENT NOTES: 1. Sufficient Primary Grouil In Vicinity Of Sign 54° B x 3 1/2° Lg Hex Bolls w/ Nuts & (2) Flat (1) Lock Washer Per Bolt Note: Unless Otherwise Nation

- All Indiverse is the SAC AVID. Grade 2

- All Another Balls in the ANC F1554-G1955 - Grade 55

- All Another Balls in the Heavy Hers Nation ASIDA

- All Another Boll Whathers to be F844 Existing 1/4" x 8" x 8" Steel Column - 1 1/2" Ø Wire Hole 1" x 14" x 9" Steel Match Plate 3/4" Ø Hole For 5/8" Ø Hardware Hardware HARDWARE LIST -134 67° March Plate Hardware -₫-PLAN VIEW - CLADDING SCALE: 1" = 1"-0" SCALE: 1 1/2" = 1'-0" 9 10 1/2" 1 1.2 0 -∳--Ġ-134. 1.15 ..6 Shut Off Switch SCALE: 1/4" = 1'-0" -3'-0" -4. 145 -94" Thk Clear Piest Thru Acrylic Cogris 38 8552-50 While Vinyl First Surface & 314 3055-70 While Diffuses Coord Surface Octation 34 562-5127 Inherica Blue Vinyl First Surface & 344 3055-70 White Diffuser Second Extruded Aluminum Case & Painted Matthews MP18248 Chase Dark Nickel, Gloss Finish 178" Aluminum Face Pan Painted Matthews MP18248 Chase Dark Nickel, Gloss Finish Underscore Pamted Matthews MP00366 Chase Blue, Gloss Finish – Fabricated .090° Akuranum Cladding Painted Mathews MP18248 Chase Dark Nickel, Gloss Firsch Existing Concrete Footing Existing 3/4"Ø Incoming Electrical Conduil Existing 1" x 14" x 9" Steel Match Plate Existing 1/4" x 8" x 8" Steel Column CHASE D SCALE: 1/4" = 1'0" ф 6 4.0. 6 .0-.9 .0-.9L ENGINEERING SHOP VINYL / LAYOUT ROUTING / KNIFE .Z-.ZZ

Note: The taps is submoded to be availabled an accordance with the imparaments.

Arizle 600 of the National Equations Code artifice other applicable facial codes.

This includes proper grounding and lamining of the age.

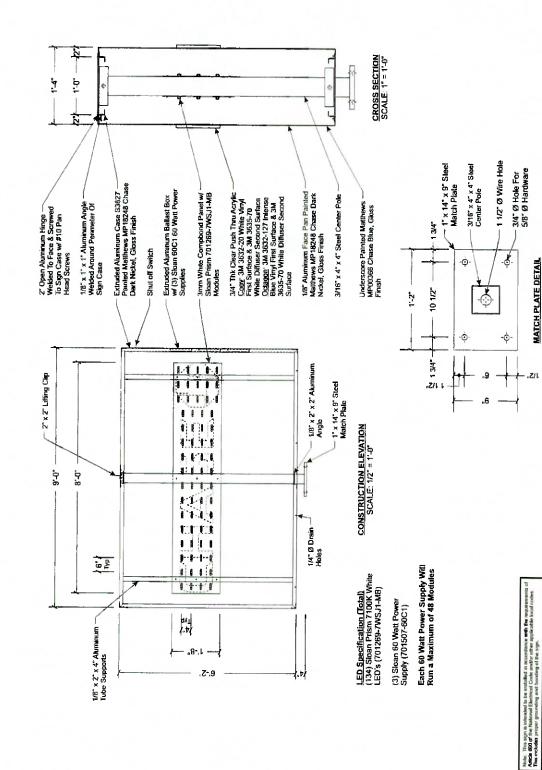
Electrical Load
2.40 Amps @ 120 Volts
Electrical Red mts
(1) 20 Amp/120 Volt Circuits

ENGINEERING SHOP VINYL / LAYOUT ROUTING / KNIFE



767 West Spring Garden Street Palmyra, New Jersey 83865

Phone: 856,828,1468 Fax: 856,829,8549 www.phiadelphiasign.com



Washington, DC 20019

9-14-18

DATE

DRAWN BY:

RAB

REVISION: Number D

3900 Minnesota Ave

CHS.NB,345

SIGN TYPE: Pylon LOCATION:

JOB NUMBER: CHASE

CUSTOMER:

MATCH PLATE DETAIL SCALE: 1 1/2" = 1'-0"

MAX DESIGN WIND SPEED SO MPH EXPOSURE C

ENGINEER SEAL

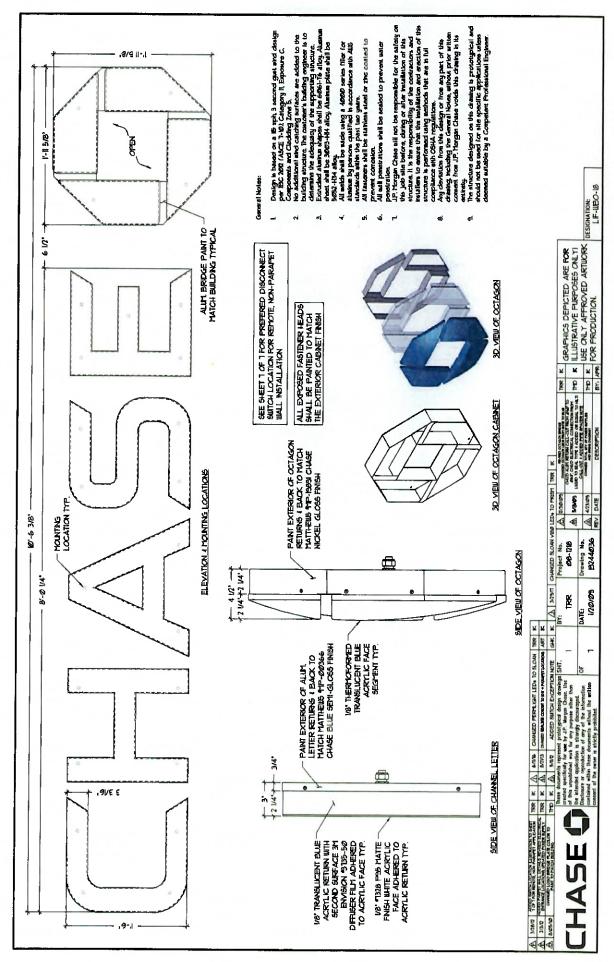
DWG NUMBER:

2 of 3

SHEET

B80108

EXHIBIT "B2"



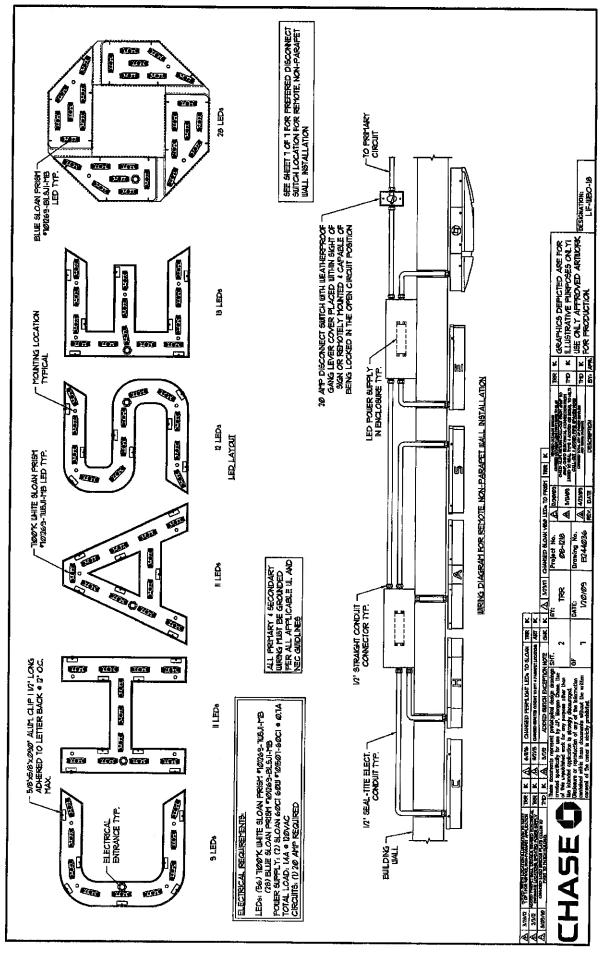
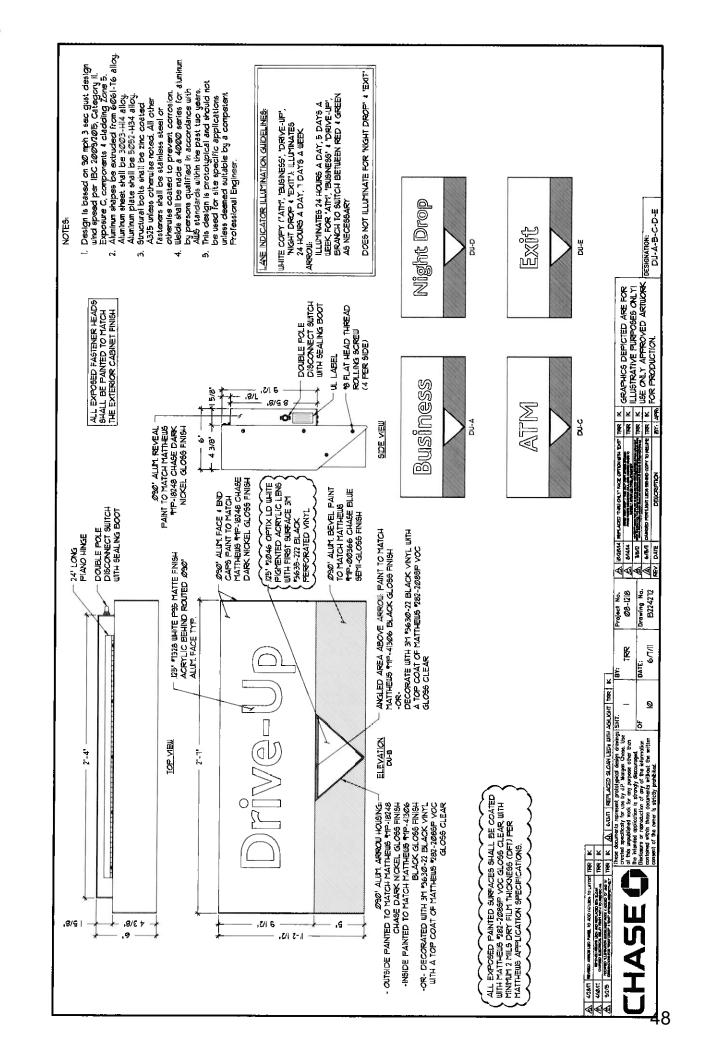
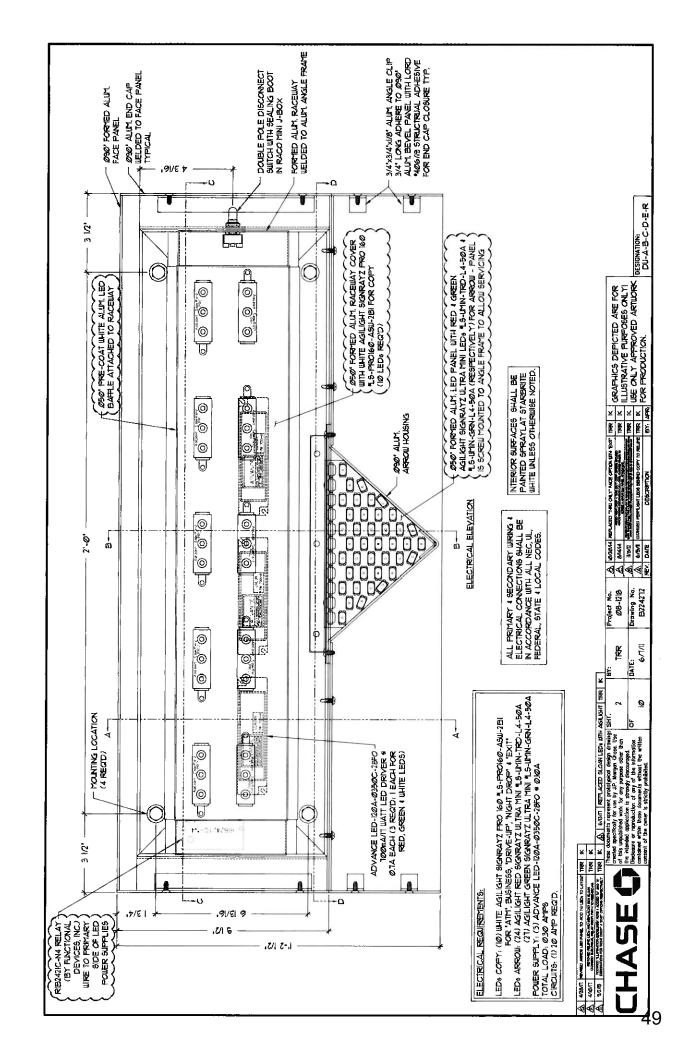


EXHIBIT "B3"





MONTGOMERY COUNTY, MD

APPROVED BY 166

MAR 1 4 2019

Tax Identification No. Parcel 325: 10-00857862

\$ Exempt RECORDATION TAX PAID
\$ Exempt TRANSFER TAX PAID

EXEMPT FROM TRANSFER AND RECORDATION TAX
PURSUANT TO SECTIONS 12-108(y)(2) AND 13-207(a)(18) OF THE
TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND

DEED

THIS DEED made this oday of October. 2018, by and between River Falls Limited Partnership-Revived, a Maryland limited partnership and formerly known as River Falls Limited Partnership (Department ID# M01953900), Party of the First Part, and River Falls, LLC, a Maryland limited liability company, Party of the Second Part.

RECITALS:

WHEREAS, by Deed dated February 20, 1976 and recorded among the Land Records of Montgomery County, Maryland in Liber 4758, Folio 186, the property having the street address of 10200 River Road, Rockville, Maryland 20854 and as more particularly described on <u>Exhibit</u> A attached hereto and incorporated herein by this reference (the "Property") was conveyed to River Falls Limited Partnership (Department 1D# M01953900) from Arthur J. McDermott;

WHEREAS, River Falls Limited Partnership (Department ID# M01953900) was forfeited on September 15, 1991;

WHEREAS, after the forfeiture of River Falls Limited Partnership (Department ID# M01953900), a new entity with the same name was established with the State Department of Assessments and Taxation ("SDAT") under Department ID# M03973831;

WHEREAS, River Falls Limited Partnership (Department ID# M01953900) thereafter filed Articles of Reinstatement with SDAT on September 24, 2012, wherein River Falls Limited Partnership (Department ID# M01953900) changed its name to River Falls Limited Partnership-Revived upon reinstatement;

WHEREAS, pursuant to § 10-7A-01 of the Corporations and Associations Article of the Maryland Code, River Falls Limited Partnership-Revived filed Articles of Conversion with SDAT on October _____, 2018, whereby River Falls Limited Partnership-Revived converted into River Falls, LLC; and

WHEREAS, the Party of the First Part, in connection with said conversion, desires to grant and convey to the Party of the Second Part ownership, in fee simple, of the Property.

6155013_2

BOOK: 57353 PAGE: 193

WITNESSETH, that without consideration, the Party of the First Part hereby grants and conveys unto the Party of the Second Part in fee simple, all right, title, and interest in and to the Property.

TOGETHER with the building and improvements thereupon, erected, made, or being; and all and every rights, alleys, ways. waters, privileges, appurtenances, advantages, to the same belonging or in anywise appertaining.

SUBJECT, in part, to a certain ground lease and the amendments thereto described on Exhibit B attached hereto and incorporated herein by this reference (collectively, the "Ground Lease").

FURTHER SUBJECT to all covenants, restrictions, agreements, easements, and encumbrances of record affecting the Property.

TO HAVE AND TO HOLD in fee simple forever.

AND said Party of the First Part covenants that it will warrant specially the Property and that it will execute such further assurances of the Property as my be requisite of necessary.

(Signature Page to Follow)

IN WITNESS WHEREOF the Party of the First Part has set its hand and seal the year and day first written above.

WITNESS:

River Falls Limited Partnership-Revived

Levin Idinton

By: Name: Albert R. Hinton
Title: General Partner

STATE OF MARYLAND COUNTY OF MONTGOMERY

I hereby certify that on this 10 day of October. 2018, before me, a Notary Public for the state and county aforesaid, personally appeared Albert R. Hinton, personally known to me (or satisfactorily proven) who acknowledged that such individual is the General Partner of River Falls Limited Partnership-Revived, and as such being authorized to do so, executed the within instrument for the purposes therein contained by signing his name as General Partner of the River Falls Limited Partnership-Revived.

Circlina Kae HoEf (SEAL Notary Public

My Commission Expires:

9-8-2021

The within instrument was prepared by or under the supervision of an attorney duly admitted to the Court of Appeals of Maryland.

Andrew L. Schwartz

AFTER RECORDING RETURN TO:

Andrew L. Schwartz
Stein, Sperling, Bennett, De Jong, Driscoll, P.C.
25 W Middle Lane
Rockville, Maryland 20850

3

EXHIBIT A

"The Property"

Part of that certain tract of land called "Williamsburg," or by whatever name or names the same may be known as and called, and described within the metes and bounds, courses and distances as follows:

Beginning for the same at the end of the third line of the second parcel mentioned in a certain deed from Edgar R. Perry and Bertha L. Perry, his wife, to Bernard C. Perry and Olive A. Perry, his wife, dated April 19, 1922, recorded in Liber 314, Folio 255 of the Land Records of Montgomery County, Maryland, and running thence with the Great Falls Road and with the fourth line of said second parcel,

South 45 degrees 50 minutes 17 seconds West 302.98 feet to on iron pipe: thence leaving said fourth line and crossing said conveyance;

North 48 degrees 32 minutes 43 seconds West 282.30 feet to an iron pipe, thence

North 43 degrees 23 minutes 33 seconds East 88. 72 feet to an iron pipe, thence

South 38 degrees 05 minutes 12 seconds East 198.80 feet to on axle found; thence

North 47 degrees 03 minutes 48 seconds East 83.80 feet to a pipe, thence

North 41 degrees 51 minutes 12 seconds West 23.00 feet to a pipe, thence

North 44 degrees 43 minutes 27 seconds East 171.88 feet to a point on the first mentioned third line: thence with said line

South 44 degrees 30 minutes 00 seconds East 112.08 feet to the place of beginning,

Containing 1.0197 acres of land according to a survey thereof made March 12, 1954 by Milton M. Prince, surveyor and 1.022 acres of land according an additional survey thereof made July 25, 2012 by Jack W. Shoemaker, Maryland Professional Land Surveyor 21043.

A-1

EXHIBIT B

The "Ground Lease"

- Lease Agreement dated September 30, 1976, by and between River Falls Limited Partnership, as Lessor, and Potomac Mall Limited Partnership, as Lessee, and recorded among the Land Records of Montgomery County, Maryland in Liber 5098, Folio 899.
- As assigned by that certain Assignment of Lessee's Interest in Lease dated February 2, 1978, from Potomac Mall Limited Partnership, as Assignor, to Cigogne Holding, N.V., as Assignee, and recorded among the aforesaid Land Records in Liber 5099, Folio 004.
- 3. As further assigned by that certain Assignment of Ground Lease dated November 19, 1984, from Cigogne Holding, N.V. by William F. Ward, its Attorney-in-Fact, as Assignor, to A.I. Combined Centers Limited Partnership, as Assignee, and recorded among the aforesaid Land Records in Liber 6585, Folio 844.
- 4. As amended by that certain Amendment to Lease Agreement dated October 23, 1986, by and between River Falls Limited Partnership, as Lessor, and A.I. Combined Centers Limited Partnership, as Lessee, and recorded among the aforesaid Land Records in Liber 7832, Folio 742.
- 5. As further assigned by that certain Ground Lease Assignment and Assumption Agreement dated December 10, 2010, from A.I. Combined Centers Limited Partnership, as Assignor, to T-C Potomac Promenade, LLC, as Assignee, and recorded among the aforesaid Land Records in Liber 40680, Folio 488.

AFFIDAVIT REGARDING TRANSFER AND RECORDATION TAX EXEMPTION

THE undersigned hereby certifies under the penalties of perjury that the following is true to the best of its knowledge, information, and belief that:

- 1. The members of River Falls, LLC (the "LLC") are identical to the partners of River Falls Limited Partnership-Revived, formally known as River Falls Limited Partnership (Department ID# M01953900) (the "Partnership");
- 2. Each member's allocation of profits and losses of the LLC is identical to that member's allocation of the profits and losses of the Partnership; and
- 3. The instrument of writing that transfers title to real property represents the dissolution of the Partnership for purposes of conversion to the LLC.

Executed this (Oday of Oct., 2018.

River Falls Limited Partnership-Revived

By: ____

Name: Albert R. Hinton Title: General Partner

STATE OF MARYLAND COUNTY OF MONTGOMERY

I hereby certify that on this <u>IO</u> day of <u>Scholer</u>, 2018, before me, a Notary Public for the state and county aforesaid, personally appeared Albert R. Hinton, personally known to me (or satisfactorily proven), who acknowledged that such individual is the General Partner of River Falls Limited Partnership-Revived, and as such being authorized to do so, executed the within instrument for the purposes therein contained by signing his name as General Partner of the River Falls Limited Partnership-Revived.

Cample Las Stref (SEAL

My Commission Expires:

9-8-2021

6155013_2

BOOK: 57353 PAGE: 198

O B	tate of Ma altimore C	ity Z I is for the u	Coun	ty <u>. Monig</u> ie <i>Clerk's</i>	omer Office	y , State Departa		ī		g Volidation			
						<i>e Office Only.</i> Aust Be Legibl	e)			Meanding			
1 Type(s) of instruments	(Check X Deed Deed of T	Box if adden	_	rtgage	Attach	ed.) Other	_ _	Other		Court Clerk Recording Validation			
2 Conveyance Type Check Box	Improved Arms-Len		Unim	proved Sale Length [2]	T	Multiple Accou			n Arms- h Sale /9/	Space Ruserved for Circuit			
3 Tax Exemptions	Recordation			erty Article S	Sec 12		<u>"</u>	Lenge	n sale />/	ag de			
(if applicable)	State Transfe	r Ta	x-Prope	rty Article S	ec 13-	207(a)(18)							
Cite or Explain Authority	County Trans	sfer								å			
4	Purchase Price			ation Amou	nt				Fin Fransfer and		ce Use Only	sidernt	lon
	Any New Mor		S S				7	Transfer Tax Consideration					
Consideration and Tax	Balance of Exi	isting Mortga	ge	5				(()%	=	s		
Calculations	Other:			5				Less Exemption Amount Total Transfer Tax		-	- S		
	Other:			\$ Recordation Tax Consideration \$									
	Full Cash Valu	ie:		S			_	X() per \$500 TOTAL DUE			\$		
5		int of Fees			D	oc. I			Doc. 2		Agent:		
	Recording Cha Surcharge	irge		\$ 20.00 \$ 40.00			\$				Tax Bill:		
Fees	State Recordat	ion Tax		\$			s				(STX BIII);		
	State Transfer			\$	_		\$				C.B. Credi	l;	
	County Transfe Other	et 19X		\$			S				A = T/		
	Other			S			s				Ag. Tax/O	ner:	
6 Description of	District	Property T	ax ID N	la. (1)	Gr	anter Liber/Feli	0		Мар		Parcel No.		Var. LOG
Property	10	00857862	- h1-		0475	8/00186		42		P32			(5)
SDAT requires	"Williamsburg"	Subdivisi	on Nam	e		Lot (3n)	+	Block (3b) Sect/AR	(3c)	Plat Ref.		VAcreage (4) 96 SF
submission of all applicable information.				L	ocatio	n/Address of Pr	perty	Being Co	nveyed (2)			1,10,0	
A maximum of 40	10200 River R	oad, Rockvil				fiers (if applicab	ادا						
characters will be indexed in accordance			One	a reoperty	OCIN	ilers (ii appiical	пеј				Water Met	er Acco	unt No.
with the priority cited in	Residential				_	or Ground 1	_		mount:		·		
Real Property Article Section 3-104(g)(3)(i).	Partial Conve	улисе? [_ [У	es <u>V</u> No	Descri	ption/	Amt. of SqFVAcr	cage Tr	ansferred:	· 				
	If Partial Conv	eyance, List I	mprover	nents Conve	yed:								
7	River Falls Lim			tor(s) Nam	• •				Doc.	t – Grant	or(s) Name(s)	
Transferred From	*Imited partner												
TOM		Owner(s) of			1 fron	Grantor(s)		Doc. 2	- Owner(s) of	Record,	if Different f	rom Gr	antor(s)
8	**Partnership (1953900) itee(s) Nami	(3)		+	-	Doc. 2	- Grant	ee(s) Name(s	`	
Transferred	River Falls, LL(• • • • • • • • • • • • • • • • • • • •	• /	ıy							
То					Man	Owner's (Con	tee) 34	alitaa Ad	deser				
	107 Jefferson S	Street, Rock	ville, Ma	ryland 208		v Owner's (Grai	ereb M	anng A0	w+ 62\$				
9 Other Names	Doc. 1	- Additional	Names	to be Index	ed (O	ptional)		Doc. 2	– Additions	l Names (o be Indexe	(Optic	nal)
to Be Indexed							+						
10 Contact/Mail					ted B	y or Contact Per	20u				Return to C	ontact F	erson
Information	Name: Linda C				11 00		-			\dashv	Hold for Pi	eles:-	4
	Firm Stein Sperling Bennett De Jong Driscoll PC Address: 25 West Middle Lane					- -	HOIG TOF FI	скир					
		le, Maryland			· · · bql	Phone: (Her . coc	22	Return Add		vided
	Assessment Information Yes No Will the property being conveyed be the grantee's principal residence? Does transfer include personal property? If yes, identify: Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).												
Ę													
<u>2</u> 1 "						erification							
y Va	Year	20		20	- - -	Geo.	2000	Ma	ρ	Sub	Auen Linbe	Bloc	k
Count	Land Buildings					Zoning Use		Gri Par		Plat Section	on	Lot Occ.	Cd.
för C	Total REMARKS:					Town C	d.	Ex.		Ex. C			
ined	5 Tabani, 1974.												
Rese													
pace				8 8 9									
Ø.	Distribution: 1	Mhite - Clerk's C		BOOL		7353 P	\mathbf{AG}	E: 19	9 100-00-100/9				

LR - Deed (No-Taxes)
Recording Fee 20.00
Name: RIVER FALLS LLC
Ref:
LR - Deed (No-Taxes)
Surcharoe 40.00
SubTotal: 60.00
Total: 60.00
03/22/2019 03:28
CC15-CP
#11835517 CC0602 Montgomery
County/CC06.02.06 Register 06



FOR CLERK'S USE ONLY (EXCLUDED FROM PAGE COUNT FOR CERTIFIED COPY)

BARBARA H. MEIKLEJOHN

Clerk of the Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
Recording and Licensing
(240) 777 9470
BOOK: 57353 PAGE: 200

ထ

ä

Ω

2010 DEC 14

GROUND LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT ("Assignment") is entered as of this with day of war 2010 by and between A.I. COMBINED CENTERS LIMITED PARTNERSHIP, a Maryland Limited Partnership with its offices at 9812 Falls Road, Suite 201, Potomac, MD 20854 ("Assignor") and T-C Potomac Promenade LLC, a Delaware limited liability company, with an office at 730 Third Avenue, New York, New York 10017 ("Assignee").

WHEREAS, in accordance with that certain Purchase and Sale Agreement ("Agreement") dated as of November 24, 2010, between Assignor, as Seller, and Assignee, as Purchaser, Assignor has agreed to convey to Assignee that certain ground lessee interest in the Property described on **Exhibit A** attached hereto and made a part hereof. Capitalized terms used in this Assignment and not specifically defined herein will have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the purchase of the Property by Assignee from Assignor, and for \$10.00 and other good and valuable consideration, the esceipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Lease.

Assignor hereby assigns and transfers to Assignee as of the date hereof all of Assignor's right, title and interest in and to the Lease described on **Exhibit B** attached hereto and made a part hereof.

Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to the Lease and agrees to assume, fulfill, perform and discharge all the obligations, liabilities, duties, covenants and agreements of Assignor under and arising out of the Lease which are applicable to the period from and after the date hereof.

Non-recourse to Assignor.

The assignments and transfers of Assignor made pursuant to this Assignments and transfers of Assignor made pursuant to this Assignments and Assigner's acceptance of the same are without any representation (other than 11/250.00 in 1345.00 and without any right of recourse against Assignor other than as expressly 11/250.00 in 1345.00 section 13.1(h) of the Agreement and as limited in Section 15.7 of the Agreement 4, 2010 44:13 Factors 13.10 for the Agreement 4, 2010 44:13 Factors

3. Successors and Assigns.

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

1,250 20 75

58⁷/

4. Authority.

Assignor and Assignee covenant and represent to each other that they have the power and authority to enter into this Agreement and that the persons duly executing this Agreement on behalf of Assignor and Assignee, respectively, have the requisite power and authority to do so.

5. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

MONTGOMERY COUNTY, MD

APPROVED BY THE TOTAL TOT

DEC 1 4 2010

\$ 1725. 00 RECORDATION TAX PAID _TRANSFER TAX PAID

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

A.I. Combined Centers Limited Partnership

By: Potomac Promenade, Inc. General Partner

By:

Jared S. Hendrie

President

By: Reality Properties, Inc.,

General Partner

By:

Bernard J. Cravath

President

State of Maryland	+	
Trans Of Wally land	,	
)	SS:
County of Montgomery	À	

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Bernard J. Cravath, President of Reality Properties, Inc., a General Partner of A.I. Combined Centers Limited Partnership, whose name is signed to the foregoing Ground Lease Assignment and Assumption Agreement, being personally well known to me, did personally appear before me and acknowledged that he executed said Ground Lease Assignment and Assumption Agreement as his free act and deed and as the free act and deed of A.I. Combined Centers Limited Partnership.

GIVEN under my hand and sea	l this day of December, 2010.	
	Notary Public	
My commission expires:		

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

A.I. Combined Centers Limited Partnership

By: Potomac Promenade, Inc. General Partner

By:

Jared S. Hendricks,

President

By: Reality Properties, Inc.,

General Partner

President

Florida State of Maryland

) ss:

County of Montgomery)

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Bernard J. Cravath, President of Reality Properties, Inc., a General Partner of A.I. Combined Centers Limited Partnership, whose name is signed to the foregoing Ground Lease Assignment and Assumption Agreement, being personally well known to me, did personally appear before me and acknowledged that he executed said Ground Lease Assignment and Assumption Agreement as his free act and deed and as the free act and deed of A.I. Combined Centers Limited Partnership.

GIVEN under my hand and seal this 2nd day of December, 2010.

JUAN ORELLANA Notary Public - State of Florida My Comm. Expires Jun 2, 2012 Commission # DD 794026

My commission expires:

State of Maryland)

Auny w k) ss

County of Montgomery)

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Jared S. Hendricks, President of Potomac Promenade, Inc., a General Partner of A.I. Combined Centers Limited Partnership, whose name is signed to the foregoing Ground Lease Assignment and Assumption Agreement, being personally well known to me, did personally appear before me and acknowledged that he executed said Ground Lease Assignment and Assumption Agreement as his free act and deed and as the free act and deed of A.I. Combined Centers Limited Partnership.

GIVEN under my hand and seal this _____ day of December, 2010.

Notary Public

My commission expires:

RICKIE CHANG Notary Public, State of New York No. 01CH6128282 Qualified in New York County Commission Expires June 6, 2013

ASSIGNEE:

T-C POTOMAC PROMENADE LLC, a Delaware limited liability company

Name: William C. Harrison Title: Assistant Secretary

State of North Carolina)

) ss:

County of Mecklenburg)

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that William C. Harrison, the Assistant Secretary of T-C Potomac Promenade LLC, a Delaware limited liability company, whose name is signed to the foregoing Ground Lease Assignment and Assumption Agreement, being personally well known to me, did personally appear before me and acknowledged that he executed said Ground Lease Assignment and Assumption Agreement as his free act and deed and as the free act and deed of T-C Potomac Promenade LLC.

GIVEN under my hand and seal this 10th day of December, 2010.

Wellay!

My commission expires: 12/2/2014

CERTIFICATE

This is to certify that the within instrument was prepared by or under the supervision of the undersigned attorney admitted to practice before the Court of Appeals of the State of Maryland.

Kathleen M. Weinstein, Esq.

Exhibit A

Description of Ground Lease Parcel

LANDS OF RIVER FALLS LIMITED PARTNERSHIP LIBER 4758 FOLIO 186 POTOMAC ELECTION DISTRICT NO. 10 MONTGOMERY COUNTY, MARYLAND

COMMENCING AT A RAILROAD SPIKE FOUND MARKING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LIMITS OF FALLS ROAD, MD RTE. 189 (VARIABLE WIDTH RIGHT-OF-WAY), WITH THE DIVISION LINE BETWEEN PARCEL B, POTOMAC MALL – PARCEL B (P.B. 144 PLAT 16558) ON THE SOUTH, AND THE LANDS OF RIVER FALLS LIMITED PARTNERSHIP (LIBER 4758 FOLIO 186) ON THE NORTH, THENCE WITH SAID DIVISION LINE;

- A. NORTH 53 DEGREES 44 MINUTES 30 SECONDS WEST, 50.44 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LEASE AREA, THENCE CONTINUING WITH SAID DIVISION LINE:
- 1. NORTH 53 DEGREES 44 MINUTES 30 SECONDS WEST, 193.35 FEET TO THE INTERSECTION OF SAID DIVISION LINE WITH THE DIVISION LINE BETWEEN FALLS ROAD LIMITED PARTNERSHIP (LIBER 4867 FOLIO 214) ON THE WEST, AND SAID LANDS OF RIVER FALLS LIMITED PARTNERSHIP ON THE EAST, THENCE WITH SAID DIVISION LINE;
- 2. NORTH 38 DEGREES 11 MINUTES 50 SECONDS EAST, 88.72 FEET TO THE INTERSECTION OF SAID DIVISION LINE WITH THE DIVISION LINE BETWEEN THE LANDS OF SEMMERS BUILDING, LLC (LIBER 18412 FOLIO 452) ON THE NORTH, AND SAID LANDS OF RIVER FALLS LIMITED PARTNERSHIP ON THE SOUTH, THENCE WITH SAID DIVISION LINE;
- 3. SOUTH 43 DEGREES 16 MINUTES 55 SECONDS EAST, 198.80 FEET, THENCE DEPARTING SAID DIVISION LINE AND WITH A LINE THROUGH SAID LANDS OF RIVER FALLS LIMITED PARTNERSHIP;
- 4. SOUTH 41 DEGREES 51 MINUTES 02 SECONDS WEST, 52.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,804 SQUARE FEET OR 0.3169 ACRES.

Tax Parcel IA No. 10-1-817862

Exhibit B

Ground Lease

- 1. Lease Agreement dated September 30, 1976, by and between River Falls Limited Partnership as Lessor and Potomac Mall Limited Partnership as Lessee, recorded in the Land Records of Montgomery County in Liber 5098, folio 899.
- 2. Assignment of Lessee's Interest in Lease dated February 2, 1978, from Potomac Mall Limited Partnership as Assignor, to Cigogne Holding, N.V. as Assignee, recorded in the Land Records of Montgomery County in Liber 5099, folio 004.
- Assignment of Ground Lease dated November 19, 1984 from Cigogne Holding, N.V., by William F. Ward, its Attorney-In Fact as Assignor, to A.I. Combined Centers Limited Partnership as Assignee, recorded in the Land Records of Montgomery County in Liber 6585, folio 844.
- 4. Amendment to Lease Agreement dated October 23, 1986 by and between River Falls Limited Partnership as Lessor and AI Combined Centers Limited Partnership as Lessee, recorded in the Land Records of Montgomery County in Liber 7832, folio 742.

AFFIDAVIT OF CONSIDERATION GROUND LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

STATE OF	
COUNTY OF,	
urisdiction aforesaid, personally appeared t Assignment and Assumption Agreement fro	10, before me, a Notary Public, in and for the he Grantor under the within Ground Lease om A.I. Combined Centers Limited and who being first duly sworn on oath does
The actual consideration paid in con Two Hunder Fifty Threesend and 00	nection with the within transfer is: 0/100 DOLLARS (\$\overline{\sigma}_10,000.\overline{\sigma}_1\).
A.I.	Combined Centers Limited Partnership
Ву:	Potomac Promenade, Inc. General Partner By: Quel S. Hendricks, President
Ву:	Reality Properties, Inc., General Partner
	By: Bernard J. Cravath President

AFFIDAVIT OF CONSIDERATION GROUND LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

STATE OF	
COUNTY OF	•
jurisdiction aforesaid, personally ap Assignment and Assumption Agree	nber, 2010, before me, a Notary Public, in and for the speared the Grantor under the within Ground Lease ment from A.I. Combined Centers Limited the the thing first duly sworn on oath does
The actual consideration par	d in connection with the within transfer is: _and 00/100 DOLLARS (\$).
	A.I. Combined Centers Limited Partnership
	By: Potomac Promenade, Inc. General Partner
	By: Jared S. Hendricks, President
	By: Reality Properties, Inc., General Partner By:

Florida		
State of Maryland)	
)	SS
County of Montgomery)	

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Bernard J. Cravath, President of Reality Properties, Inc., a General Partner of A.I. Combined Centers Limited Partnership, whose name is signed to the foregoing Ground Lease Assignment and Assumption Agreement, being personally well known to me, did personally appear before me and acknowledged that he executed said Ground Lease Assignment and Assumption Agreement as his free act and deed and as the free act and deed of A.I. Combined Centers Limited Partnership.

GIVEN under my hand and seal this 2 day of December, 2010.



JUAN ORELLANA Notary Public - State of Florida My Comm. Expires Jun 2, 2012 Commission # DD 794026

My commission expires:

Notary Public

State of Maryland) ss: County of Montgomery)

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Jared S. Hendricks, President of Potomac Promenade, Inc., a General Partner of A.I. Combined Centers Limited Partnership, whose name is signed to the foregoing Ground Lease Assignment and Assumption Agreement, being personally well known to me, did personally appear before me and acknowledged that he executed said Ground Lease Assignment and Assumption Agreement as his free act and deed and as the free act and deed of A.I. Combined Centers Limited Partnership.

GIVEN under my hand and seal this _____ day of December, 2010.

Notary Public

My commission expires:

State of Maryland)
) ss:
County of Montgomery)
The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Bernard J. Cravath, President of Reality Properties, Inc., a General Partner of A.I. Combined Centers Limited Partnership, whose name is signed to the foregoing Ground Lease Assignment and Assumption Agreement, being personally well known to me, did personally appear before me and acknowledged that he executed said Ground Lease Assignment and Assumption Agreement as his free act and deed and as the free act and deed of A.I. Combined Centers Limited Partnership.
GIVEN under my hand and seal this day of December, 2010.
Notary Public
My commission expires:
NewYork State of Maryland New York) ss: County of Montgomery)

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Jared S. Hendricks, President of Potomac Promenade, Inc., a General Partner of A.I. Combined Centers Limited Partnership, whose name is signed to the foregoing Ground Lease Assignment and Assumption Agreement, being personally well known to me, did personally appear before me and acknowledged that he executed said Ground Lease Assignment and Assumption Agreement as his free act and deed and as the free act and deed of A.I. Combined Centers Limited Partnership.

GIVEN under my hand and seal this 2 day of December, 2010.

Notary Public

My commission expires:

RICKIE CHANG
Notary Public, State of New York
No. 01CH6128282
Qualified in New York County
Commission Expires June 6, 2013

MARYLAND FORM

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

	1. Transferor Information				
A.I. C	ombined Centers Limited Partnership				
	2. Reasons for Exemption				
Resident Status	I, Transferor, am a resident of the State of Maryland. Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.				
Principal Residence	Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is recorded as such with the State Department of Assessments and Taxation.				
	of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, i t, and complete.				
	3a. Individual Transferors				
Witness	Name				
	Signature				
	3b. Entity Transferors				
Witness/Attest	SEE ATTACHED SIGNATURE PAGE Name of Entity				
	Ву				
	Name				
	Title				

al	40680 502
DATED this 3 day of Derember	, 2010.
Witness	
A.I.	Combined Centers Limited Partnership
Ву:	Potomac Promenade, Inc. General Partner
	By: Jared S. Hendricks, President
Juan Allema By:	Reality Properties, Inc., General Partner By: Bernard J. Cravath President
Floricle State of Maryland) State of Maryland) ss: County of Montgomery)	

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Bernard J. Cravath, President of Reality Properties, Inc., a General Partner of A.I. Combined Centers Limited Partnership, whose name is signed to the foregoing Deed, being personally well known to me, did personally appear before me and acknowledged that he executed said Deed as his free act and deed and as the free act and deed of A.I. Combined Centers Limited Partnership.

GIVEN under my hand and seal this 3rd day of December, 2010.

My commission expires:

JUAN ORELLANA Notary Public - State of Florida My Comm. Expires Jun 2, 2012 Commission # DD 794026

DATED this day of	4068 , 2010.	0 503
Witness		
Withiess	A.I. Combined Centers Limited Par	tnership
Hathleen M. Weinstein	By: Potomac Promenade, Inc. General Partner By: Ared S. Hendricks, President	5
	By: Reality Properties, Inc., General Partner	
	By: Bernard J. Cravath President	
State of Maryland)) ss: County of Montgomery)		
Centers Limited Partnership, whose known to me, did personally appear	Public in and for the jurisdiction aforesaid Reality Properties, Inc., a General Partner name is signed to the foregoing Deed, bein before me and acknowledged that he executed and deed of A.I. Combined Centers Lir	of A.I. Combined ng personally well
GIVEN under my hand and so	eal this day of December, 2010.	
	Notary Public	
My commission expires:		

State of Maryland)

Navy ()

County of Montgomery) ss

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Jared S. Hendricks, President of Potomac Promenade, Inc., a General Partner of A.I. Combined Centers Limited Partnership, whose name is signed to the foregoing Deed, being personally well known to me, did personally appear before me and acknowledged that he executed said Deed as his free act and deed and as the free act and deed of A.I. Combined Centers Limited Partnership.

GIVEN under my hand and seal this _____ day of December, 2010.

Notary Public

My commission expires:

RICKIE CHANG Notary Public, State of New York No. 01CH6128282 Qualified in New York County Commission Expires June 6, 2013

<u>505</u> State of Maryland Land Instrument Intake Sheet ☐ Baltimore City ☐ County: Montgomery Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only. (Type or Print in Black Ink Only-All Copies Must Be Legible) Type(s) (Check Box if addendum Intake Form is Attached.) of Instruments Mortgage Deed Other Lease Deed of Trust Lease <u>Assianment</u> 2 Conveyance Type Improved Sale Unimproved Sale Multiple Accounts Not an Arm Arms-Length [1] Check Box Arms-Length [2] Arms-Length [3] Length Sale [9] 3 Tax Exemptions Recordation (if applicable) State Transfer Cite or Explain Authority County Transfer 4 Consideration Amount Finance Office Use Only Purchase Price/Consideration Transfer and Recordation Tax Consideration \$ 250,000.00 Any New Mortgage \$ Transfer Tax Consideration Consideration Balance of Existing Mortgage - S and Tax S Less Exemption Amoun Calculations Total Transfer Tax Other: Recordation Tax Consideration) per \$500 Full Cash Value: \$ 250,000.00 TOTAL DUE \$ 5 12/22/2010. Printed 04/17/2019. **Amount of Fees** Doc. 1 Doc. 2 Agent: Recording Charge \$ 75.00 Surcharge \$ 20.00 S Tax Bilt: State Recordation Tax \$ Fees State Transfer Tax \$ \$ C.B. Credit: County Transfer Tax \$ \$ Other \$ \$ Ag. Tax/Other: Other 9 District Property Tax ID No. (1) Grantor Liber/Folio Мар Parcel No. Var. LOG Description of 10 1-857862 ☐(5) Property Subdivision Name Lot (3a) Block (3b) Sect/AR (3c) **SDAT requires** Plat Ref. SqFt/Acreage (4) Laa available submission of all 13,804 SF Location/Address of Property Being Conveyed (2) applicable information. 9812 FALLS ROAD, POTOMAC, MD 20854 A maximum of 40 Other Property Identifiers (if applicable) characters will be Water Meter Account No. Date indexed in accordance Residential or Non-Residential Fee Simple or Ground Rent with the priority cited in 40637. Real Property Article Partial Conveyance? Yes ZNo Description/Amt. of SqFt/Acreage Transferred: Section 3-104(g)(3)(i). If Partial Conveyance, List Improvements Conveyed CE63 7 Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) A.I. COMBINED CENTERS LIMITED PARTNERSHIP **Transferred** p. 0505, MSA From Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s) 8 Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s) T-C POTOMAC PROMENADE LLC Transferred To Records) LEK 40680, New Owner's (Grantee) Mailing Address 730 TRIRD AVENUE, NEW YORK, NY 10017-3206 Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional) Other Names to Be indexed 10 Contact/Mail Instrument Submitted By or Contact Person Return to Contact Person Information Name: Eric Taylor Firm Chicago Title Insurance Company Hold for Pickup COURT (Land Address: 2000 M Street, N.W., Suite 610 Washington, DC 20036 Return Address Provided Phone: (202) 263-4711 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTCOPY MUST ACCOMPANY EACH TRANSFER ✓ No No Will the property being conveyed be the grantee's principal residence? Yes Yes Assessment Does transfer include personal property? If yes, identify: Information MONTGOMERY COUNTY CIRCUIT **√** Yes Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). Assessment Use Only - Do Not Write Below This Line Terminal Verification Agricultural Verification Whole Tran. Process Verification Transfer Numbe Date Received: Deed Reference: Assigned Property No. Year 20 _20 Sub Geo. Мар Block Land Zoning Grid Plat Lot Occ. Cd. Buildings Use Section Total Town Co REMARKS Space

Cenary - SDAT

AOC-CC-300 (5/2007)