MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION
STAFF REPORT

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

Resource: Master Plan Site 29/8-1
Edgar Perry House
Report Date: 4/30/2019

Applicant: T-C Potomac Promenade, LLC
Elizabeth Rogers, Agent
Public Notice: 4/23/2019

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 nonhistoric 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 3 permit sets 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 at 240-777-6370 prior to commencement of work and not more than two weeks following completion of work.
APPLICATION FOR
HISTORIC AREA WORK PERMIT

Contact Email: Gracia@otj.com
Contact Person: Stacey Gracia

Tax Account No.: 10-00857862
Daytime Phone No.: 202-621-1397

Name of Property Owner: T-C Potomac Promenade LLC
Daytime Phone No.: 

Address: 7507 Arlington Road Bethesda MD 20814

Contractor:
Contractor Registration No.:
Agent for Owner:
Daytime Phone No.:

LOCATION OF HISTORIC PREMISES
House Number: 10200 River Road & 9822 Falls Road
Street:

Town/City: Potomac Nearest Cross Street: Falls Road
Lot:
Block:
Subdivision:
Liber: 40680 Folio 00470 Parcel: P325

PART ONE: TYPE OF PERMIT REQUESTED

1A. Check all applicable:

☐ Construction  ☐ Extend  ☐ Alter/Remodel
☐ Move  ☐ Install  ☐ Wreck/Raze
☐ Revision  ☐ Repair  ☐ Renovate
☐ Fence/Wall (complete Section 4)  ☐ Other
See attached statement.

1B. Construction cost estimate: $ 

1C. If this is a revision of a previously approved active permit, see Permit 

PART TWO: COMPLETE FOR NEW CONSTRUCTION AND EXTENSION/ADDITIONS

2A. Type of sewage disposal: ☑ 01 WSSC 02 Septic 03 Other:

2B. Type of water supply: ☑ 01 WSSC 02 Well 03 Other:

PART THREE: COMPLETE FOR FENCE/RETAINING WALL

3A. Height:

3B. Indicates whether the fence or retaining wall is to be constructed at one of the following locations:

☐ On party line/property line  ☐ Entirely on land of owner  ☐ On public right of way/assessment

I hereby certify that I have the authority to make the foregoing application, that the application is correct, and that the construction will comply with plans approved by all agencies listed and I hereby acknowledge and accept that to be a condition for the issuance of this permit.

[Signature]

April 15, 2019

Date

Signature of owner or authorized agent

FOR CHAIRPERSON, HISTORIC PRESERVATION COMMISSION

Approved:
Disapproved:
Applications/Permit No.:

SEE REVERSE SIDE FOR INSTRUCTIONS
THE FOLLOWING ITEMS MUST BE COMPLETED AND THE REQUIRED DOCUMENTS MUST ACCOMPANY THIS APPLICATION.

1 WRITTEN DESCRIPTION OF PROJECT
   a. 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.

2 SITE PLAN
   Site 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 walkways, driveways, fences, ponds, streams, trash dumpsters, mechanical equipment, and landscaping.

3 PLANS 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.
   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, contact. 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 MATERIALS SPECIFICATIONS
   General description of materials and manufactured items proposed for incorporation in the work of the project. This information may be included on your design drawings.

5 PHOTOGRAPHS
   a. Clearly labeled photographic prints of each façade 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 canopy 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 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 INK OR TYPE THIS INFORMATION ON THE FOLLOWING PAGE.
PLEASE STAY WITHIN THE GUIDES OF THE TEMPLATE, AS THIS WILL BE PHOTOCOPIED DIRECTLY INTO MAILING LABELS.
9822 Falls Road  
Potomac, Maryland

### HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFYING

<table>
<thead>
<tr>
<th>Owner's mailing address:</th>
<th>Owner's Agent's mailing address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-C Potomac Promenade LLC</td>
<td>Stacy P. Silber, Esq.</td>
</tr>
<tr>
<td>River Falls Club Partnership</td>
<td>Lerch, Early &amp; Brewer, Chtd.</td>
</tr>
<tr>
<td>7507 Arlington Road</td>
<td>7600 Wisconsin Avenue, Suite 700</td>
</tr>
<tr>
<td>Bethesda, MD 20814</td>
<td>Bethesda, MD 20814</td>
</tr>
</tbody>
</table>

### Adjacent and Confronting Property Owners mailing address

<table>
<thead>
<tr>
<th>Potomac Place LTD Partnership</th>
<th>JMH LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>c/o Sigal Zuckerman Co.</td>
<td></td>
</tr>
<tr>
<td>2 Wisconsin Cir., Ste. 200</td>
<td>10211 Lakewood Dr.</td>
</tr>
<tr>
<td>Chevy Chase, MD 20815</td>
<td>Rockville, MD 20850</td>
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<tr>
<th>MH McConihe et al Tr.</th>
<th>Semmes Building LLC</th>
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<tr>
<td>c/o Donohoe Real Estate Services</td>
<td>c/o DANAC</td>
</tr>
<tr>
<td>7101 Wisconsin Avenue</td>
<td>5404 Wisconsin Ave., Suite 301</td>
</tr>
<tr>
<td>Bethesda, MD 20814</td>
<td>Chevy Chase, MD 20815</td>
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<tr>
<td>Block F, Parcel N275 Tax Acct: 10-00906132</td>
<td>Parcel P298 Tax Acct: 10-00861022</td>
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<th>Capital One National Association</th>
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<tr>
<td>c/o Ryan Property Tax Services</td>
<td>c/o Industry Consu. Group Inc.</td>
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<tr>
<td>PO Box 460189</td>
<td>PO Box 810490</td>
</tr>
<tr>
<td>Houston, TX 77056</td>
<td>Dallas, TX 75381</td>
</tr>
<tr>
<td>Parcel P270, Tax Acct: 10-00863555</td>
<td>Parcel P272, Tax Acct: 10-00848732</td>
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<thead>
<tr>
<th>T-C Falls Center Townhouses LLC</th>
<th>T-C Potomac Promenade LLC</th>
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<tbody>
<tr>
<td>4412 Willard Ave., Suite 1</td>
<td>5300 Wisconsin Avenue NW</td>
</tr>
<tr>
<td>Chevy Chase, MD 20815</td>
<td>Washington, DC 20015</td>
</tr>
<tr>
<td>Parcel N256, Par 1, Tax Acct: 10-00853055</td>
<td>Parcel N348, Par B, Tax Acct: 10-02723045</td>
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</tbody>
</table>

<table>
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<tr>
<th>United States of America</th>
<th></th>
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<tbody>
<tr>
<td>C Street, 18th and 19th Streets NW</td>
<td></td>
</tr>
<tr>
<td>Washington, DC 20006</td>
<td></td>
</tr>
<tr>
<td>Tax Acct: 10-008645226</td>
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</tbody>
</table>

3193445.1  
92183.001
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. **Signage.** 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"
EXHIBIT "B"
CONSTRUCTION DRAWING

PHILADELPHIASIGN
205 West Spring Garden Street
Philadelphia, Pennsylvania 19103
Ph: 215.238.1460
Fax: 215.238.2484
www.philadelphasisign.com

CUSTOMER:
CHASE
JOB NUMBER:
CHS.168.345
SIGN TYPE:
Pylon
LOCATION:
2500 Minnesota Ave
Washington, DC 20019
DATE:
9-14-18
DRAWN BY:
RAB

REVISION:

SHEET:
2 of 3

DRAWN NUMBER:
B6168

ENGINEER SEAL:

MAX DESIGN WIND SPEED 50 MPH

CONSTRUCTION Details

SCALE: 1/2" = 1'-0"

2" Open Aluminum Hinge Welded To Sides & Screws To Sign Case w/ 5/16 Pan Head Screw

1/2" x 1" x 1" Aluminum Angle Welded Around Perimeter Of Sign Case

Extended Aluminum Case 53827 Painted Matthews MP1/24-40 Gold Dark Nickel Glass Finish

Shut off Switch

Extended Aluminum Ballast Box w/ (3) Slein 60W 120 Volt Power Supplies

3mm White Compressed Panel w/ Slein Prisms 70132-79/TS-1/MB Modules

3/4" Thick Push thru Acrylic Edge 3M 3622-20 White Vinyl First Surface & 3M 3635-70 White Diffuser Second Surface

Opticlon 3M 3635-127 Intense Blue Vinyl First Surface & 3M 3635-70 White Diffuser Second Surface

1/8" Aluminum Face Pan Painted Matthews MP1/24-40 Gold Dark Nickel Glass Finish

3" x 4" x 4" Steel Center Pole

Undercoat Painted Matthews MP1/24-40 Choice Blue, Glass Finish

1/2" 4-40 Steel Plate

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

3" x 4" x 4" Steel Match Plate

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

1/2" 4-40 Steel Plate

3/4" Hole For 5/8" Ø Hardware

LED Specification (Total)
(3) Slein 60W 120 Volt Power Supply (70106-60V-1)
(3) Slein 60W 120 Volt Power Supply (70106-60V-1)
(3) Slein 60W 120 Volt Power Supply (70106-60V-1)

Each 60W Power Supply Will Run a Maximum of 15 Modules

Note: This project is subject to the warranty of the manufacturer. Align all measurements and references to specifications in the Slein Prisms Reference Manual.

This drawing is preliminary and subject to change. It is the responsibility of the installer to check all specifications and reference material for compliance with local codes and conditions.

2.5.7.4 Design Loads for Outdoor Signage - 2012 International Building Code

REVISION:

SHEET:
2 of 3

DRAWN NUMBER:
B6168

ENGINEER SEAL:

MAX DESIGN WIND SPEED 50 MPH
ELECTRICAL REQUIREMENTS:

LEDs: (10) 3000K WHITE SLOAN PREM 18" BULB - LB-10B
(20) BLUE SLOAN PREM 18" BULB - LB-10B
Power Supply: (1) SLOAN 60CC - 60311 - 60CC-60311 - 60CC
TOTAL LOAD: 14A - 120VAC
CIRCUITS: (1) 20A Required

ALL PRIMARY & SECONDARY WIRING MUST BE GROUNDED FOR ALL APPLICABLE UL AND NEC CODES.

20 AMP DISCONNECT SWITCH WITH WEATHERPROOF GANG LEVER COVER PLACED WITHIN SIGHT OF DSN OR REMOTELY MOUNTED & CAPABLE OF BEING LOCKED IN THE OPEN CIRCUIT POSITION

2.5" GEA-LITE ELECT. CONDUIT TYP.

1/2" STRAIGHT CONDUIT CONNECTOR TYP.

LED POWER SUPPLY IN ENCLOSURE TYP.

TO PRIMARY CIRCUIT

USING CHASSIS FOR REMOTE NON-PARAPET WALL INSTALLATION
EXHIBIT "B3"
HISTORIC PRESERVATION COMMISSION
301/563-3400
APPLICATION FOR
HISTORIC AREA WORK PERMIT

Contact Email: Gracia@otj.com  Contact Person: Stacey Gracia
Tax Account No.: 10-00857862  Daytime Phone No.: 202-621-1397
Name of Property Owner: T-C Potomac Promenade LLC  Daytime Phone No.: 
Address: 7507 Arlington Road  Bethesda  MD  20814
Contractor:  Phone No.: 
Contractor Registration No.: 
Agent for Owner:  Daytime Phone No.: 

LOCATION OF BUILDING PREMISE
House Number: 10200 River Road  9822 Falls Road
Town/City: Potomac  Nearest Cross Street: Falls Road
Lot:  Block:  Subdivision:  
Liber: 00680  Folio: 00470  Parcel: P325

PART ONE: TYPE OF ALTERATION AND USE
1A. CHECK ALL APPLICABLE:

☐ Construct  ☐ Extend  ☐ Alter/Remodel  ☐ A/C  ☐ Stab  ☐ Room Addition  ☐ Perch  ☐ Deck  ☐ Shed  ☐ Move  ☐ Install  ☐ Wreck/Raze  ☐ Solar  ☐ Fireplace  ☐ Woodburning Stove  ☐ Single Family  ☐ Revision  ☐ Repair  ☐ Revocable  ☐ Fence/Wall (complete Section 4)  ☐ Other: See attached statement.

1B. Construction cost estimate: $______________

1C. If this is a revision of a previously approved active permit, see Permit #__________

PART TWO: COMPARE FOR NEW CONSTRUCTION AND EXTENSIONS/ADDITIONS
2A. Type of sewage disposal: 01  ☑ WSC  02  ☐ Septic  03 ☐ Other:
2B. Type of water supply: 01  ☑ WSC  02  ☐ Well  03 ☐ Other:

PART THREE: COMMENT ON FREE STANDING WALL
3A. Height ______ feet ______ inches
3B. Indicate whether the fence or retaining wall is to be constructed on one of the following locations:
☐ On party line/property line  ☐ Entirely on land of owner  ☐ On public right of way/assessment

I hereby certify that I have the authority to make the foregoing application, that the application is correct, and that the construction will comply with plans approved by all agencies listed and I hereby acknowledge and accept this to be a condition for the issuance of this permit.

__________________________
Signature of owner or authorized agent
Date: April 15, 2019

Approved: __________________________  For Chairperson, Historic Preservation Commission
Disapproved: __________________________  Date: __________________________
Application/Permit No.: __________________________  Data Filed: __________________________  Date Issued: __________________________

SEE REVERSE SIDE FOR INSTRUCTIONS
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3. PLANS 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.
   
   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 resources 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. MATERIALS SPECIFICATIONS
   General description of materials and manufactured items proposed for incorporation in the work of the project. This information may be included on your design drawings.

5. PHOTOGRAPHS
   a. 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 labeled 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 5" or larger in diameter (at approximately 4 feet above the ground), you must file an accurate tree survey identifying the tree, 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 INK) 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. **Signage.** 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:

2
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"
EXHIBIT "B"
EXHIBIT "B1"
ALL EXPOSED FASTENER HEADS SHALL BE PAINTED TO MATCH THE EXTERIOR CABINET FINISH

1. Design is based on 35 mph 3 sec gust design wind spread per IBC 2006/2009, Category II. Exposure C, components 12 dealing Zone 5.

2. Aluminum shapes be extruded per 6061-T6 alloy. Aluminum sheet shall be 3003-H14 alloy. Aluminum plate shall be 5052-H34 alloy.

3. Structural bolts shall be zinc coated A325 unless otherwise noted. All other fasteners shall be stainless steel or otherwise coated to prevent corrosion.

4. Usable shall be shade 4 4000K series for aluminum by persons qualified in accordance with ANSI and standards within the past two years.

5. This design is prototypical and should not be used for site specific applications unless designed suitable by a competent professional engineer.

LANE INDICATOR ILLUMINATION GUIDELINES:

- WHITE COPY ("ATM", "BUSINESS", "DRIVE-UP", "NIGHT DROP", "EXIT") ILLUMINATES 24 HOURS A DAY, 7 DAYS A WEEK.
- ARROWS ILLUMINATES 24 HOURS A DAY, 3 DAYS A WEEK FOR "ATM", "BUSINESS", "DRIVE-UP", "EXIT", BETWEEN RED, GREEN, AS NECESSARY.
- DOES NOT ILLUMINATE FOR "NIGHT DROP", "EXIT".

ALL EXPOSED PAINTED SURFACES SHALL BE COATED WITH MATTHEWS 282-28769 VGC GLOSS CLEAR WITH MINIMUM 2 MILS DRY FILM THICKNESS (DFT) PER MATTHEWS APPLICATION SPECIFICATIONS.
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 10th day 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 Exhibit A attached hereto and incorporated herein by this reference (the “Property”) was conveyed to River Falls Limited Partnership (Department ID# 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 11, 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.
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 may 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

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

STATE OF MARYLAND  
COUNTY OF MONTGOMERY :  

I hereby certify that on this 12 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.

Capricia Rae 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
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 an 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 an 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.
EXHIBIT B

The “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, and recorded among the Land Records of Montgomery County, Maryland in Liber 5098, Folio 899.

2. 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 10th day of Oct., 2018.

River Falls Limited Partnership-Revived

By: [Signature]
Name: Albert R. Hinton
Title: General Partner

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I hereby certify that on this 10th day of Oct., 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.

[Signature]
Notary Public

My Commission Expires: 9-8-2021
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. (Types or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments (☐) Check Box (if this form is amended)
☐ Deed
☐ Mortgage
☐ Lease
☐ Other
☐ Other

2 Conveyance Type Check Box
☐ Improved Sale
☐ Unimproved Sale
☐ Multiple Accesories
☐ Arm’s Length /1
☐ Arm’s Length /2
☐ Arm’s Length /3
☐ Arm’s Length /4
☐ Arm’s Length /5
☐ Arm’s Length /6
☐ Arm’s Length /7
☐ Arm’s Length /8
☐ Arm’s Length /9
☐ Not an Arm’s Length

3 Tax Exemptions (if applicable)
☐ State Transfer
☐ Record Transfer Tax
☐ Property Article Sec 12-109(c)(2)
☐ County Transfer
☐ Tax Property Article Sec 13-207(a)(18)

Consideration Amount

Pursuant to Section 7-2-200, Maryland Code

Consideration $ __________

Any New Mortgage $ __________

Balance of Existing Mortgage $ __________

Other $ __________

X ( ) % = $ __________

Less Exception Amount = $ __________

Tax Transfer Tax = $ __________

Recordation Tax Consideration = $ __________

X ( ) per $500 = $ __________

Full Cash Value $ __________

TOTAL DUE $ __________

5 Amount of Fees

Recording Charges $ __________

Surcharge $ __________

State Recorder’s Tax $ __________

County Transfer Tax $ __________

Other $ __________

Agent $ __________

6 Description of Property

District __________

Property Tax ID No. (1) __________

Gruenter, Light/Fields __________

Map __________

Parcel No. __________

Var. LGD __________

SDF __________

9020 River Road, Rockville, Maryland 20854

Other Property Identifiers (if applicable)

Water Meter Account No. ________

Description and Tax Calculations

7 Description of Property

Dated 1 - Grantor(s) Name(s) __________

Dated 2 - Grantor(s) Name(s) __________

8 Description of Property

Dated 1 - Grantor(s) Name(s) __________

Dated 2 - Grantor(s) Name(s) __________

9 Other Names to Be Indexed

10 Contact/Email Information

Name: Linda Cohen (301) 838-3288

Form State Bar Committee on Judicial Ethics

Address 25 West Middle Lane

Rockville, Maryland 20850

Fax (301) 340-2026

Phone (301) 340-2026

Return Address Provided

11 Assessment Information

Yes ☐ No ☐ Will the property being conveyed be the grantee’s principal residence?

Yes ☐ No ☐ Does transfer include personal property? If yes, identify:

Yes ☐ No ☐ Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

12 Assessment Use Only - Do Not Write Below This Line

Terminal Verification

Transfer Number __________

Agricultural Verification __________

Whole Part __________

Tran. Process Verification

Year __________

Date Received __________

Geo. __________

Map __________

Sub __________

Block __________

Land __________

Zoning __________

Grid __________

Plat __________

Lot __________

Buildings __________

Line __________

Parcel __________

Sec __________

Ct. __________

Total __________

Town __________

Ex. __________

Ex. __________

REMARKS: ____________________________

BOOK: 57353 PAGE: 199

Distribution: Maryland Land Records

Print Office of Finance

Copy: State Court

2000 State Circle, Room 2200

BHM 57353, p. 199, MSA CE63-57310 Date available 03/27/2019, Printed 04/17/2019.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 57353, p. 199, MSA CE63-57310 Date available 03/27/2019, Printed 04/17/2019.
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Total: 60.00

03/22/2019 03:28

#11835517 CC0692 -

Montgomery

County/CC06.02.06 -

Register 06

MARYLAND
JUDICIARY

DOCUMENT VALIDATION PAGE
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
GROUND LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT ("Assignment") is entered as of this / / day of , 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 receipt 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.

2. Non-recourse to Assignor.

The assignments and transfers of Assignor made pursuant to this Assignment and Assignee's acceptance of the same are without any representation (other than the representation of due execution set forth in paragraph 4 hereof) or warranty by Assignor and without any right of recourse against Assignor other than as expressly set forth in Section 13.1(h) of the Agreement and as limited in Section 15.7 of the Agreement.

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.
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 [Signature]

[Stamp] DEC 14 2010

$17,250.00 RECORDATION TAX PAID

$25,000.00 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: [Signature]
Jason S. Hendricks,
President

By: Reality Properties, Inc.,
General Partner

By: [Signature]
Bernard J. Cravath
President

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.

[Signature]
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

By: Bernard J. Cravath
President

(Florida)
State of Maryland)

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

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.

[Signature]
Notary Public

My commission expires:

RICKIE CHANG
Notary Public, State of New York
No. 01CH6128282
Qualified in New York County
Commission Expires June 6, 2019
ASSIGNEE:

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

By: William C. Harrison
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.

Wendy M. Henderson
Notary Public

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

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 ID No. 10-1-85 7862
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.


4. 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, 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 ______________.

On this _____ day of December, 2010, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared the Grantor under the within Ground Lease Assignment and Assumption Agreement from A.I. Combined Centers Limited Partnership, a Maryland limited partnership and who being first duly sworn on oath does state as follows:

The actual consideration paid in connection with the within transfer is:
Two Hundred Fifty Thousand and 00/100 DOLLARS ($250,000.00).

A.I. Combined Centers Limited Partnership

By: Potomac Promenade, Inc.
General Partner

By: __________________________
Jared S. Hendricks
President

By: Reality Properties, Inc.,
General Partner

By: __________________________
Bernard J. Cravath
President
AFFIDAVIT OF CONSIDERATION
GROUND LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

STATE OF _______________________

COUNTY OF _______________________

On this ___ day of December, 2010, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared the Grantor under the within Ground Lease Assignment and Assumption Agreement from A.I. Combined Centers Limited Partnership, a Maryland limited partnership and who being first duly sworn on oath does state as follows:

The actual consideration paid 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: _________________________
        Bernard J. Cravath
        President
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:

New York
State of Maryland
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
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

<table>
<thead>
<tr>
<th>Name of Transferor</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.I. Combined Centers Limited Partnership</td>
</tr>
</tbody>
</table>

2. Reasons for Exemption

<table>
<thead>
<tr>
<th>Resident Status</th>
<th>Principal Residence</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ I, Transferor, am a resident of the State of Maryland.</td>
<td>☐ 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.</td>
</tr>
<tr>
<td>☐ 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.</td>
<td></td>
</tr>
</tbody>
</table>

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

<table>
<thead>
<tr>
<th>Witness</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

3b. Entity Transferors

SEE ATTACHED SIGNATURE PAGE

<table>
<thead>
<tr>
<th>Name of Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
DATED this 3rd day of December, 2010.

Witness

A.I. Combined Centers Limited Partnership

By: Potomac Promenade, Inc.
General Partner

By: Jared S. Hendricks,
President

By: Reality Properties, Inc.,
General Partner

By: Bernard J. Cravath
President

State of Maryland

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:
DATED this ___ day of __________, 2010.

Witness

Kathleen M. Heinlein

A.I. Combined Centers Limited Partnership

By: Potomac Promenade, Inc.
    General Partner

    By: Jared S. Hendrick
        President

By: Reality Properties, Inc.,
    General Partner

    By: ________________
        Bernard J. Cravath
        President

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 ____ day of December, 2010.

__________________________
Notary Public

My commission expires:

WASHINGTON 257352-12
New York  
State of Maryland  
New York  
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 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 __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
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)

### 1. Type(s) of Instruments
- [ ] Check Box if addendum form is attached:
  - [ ] Deed
  - [ ] Lease
  - [ ] Assignment
  - [ ] Other

### 2. Conveyance Type
- [ ] Improved Sale
- [ ] Unimproved Sale
- [ ] Other

### 3. Tax Exemptions
- [ ] Records
- [ ] State Transfer
- [ ] County Transfer

### 4. Consideration Amount

<table>
<thead>
<tr>
<th>Description and Tax Calculations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Purchase Price/Consideration</strong></td>
</tr>
<tr>
<td><strong>Any New Mortgage</strong></td>
</tr>
<tr>
<td><strong>Balance of Existing Mortgage</strong></td>
</tr>
<tr>
<td><strong>Other</strong></td>
</tr>
</tbody>
</table>

### 5. Fees

<table>
<thead>
<tr>
<th>Description of Property</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Recording Tax</strong></td>
</tr>
<tr>
<td><strong>State Transfer Tax</strong></td>
</tr>
<tr>
<td><strong>County Transfer Tax</strong></td>
</tr>
<tr>
<td><strong>Other</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount of Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dec. 1</strong></td>
</tr>
<tr>
<td><strong>Dec. 2</strong></td>
</tr>
<tr>
<td><strong>TOTAL DUE</strong></td>
</tr>
</tbody>
</table>

### 6. Description of Property

- **SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(b)(3).**

<table>
<thead>
<tr>
<th>Property Tax ID No.</th>
<th>Granter Liber/Folio</th>
<th>Map</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-307082</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Location/Address of Property Being Conveyed</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>9812 FALLS ROAD, POTOMAC, MD 20854</td>
</tr>
</tbody>
</table>

### 7. Transferred From

<table>
<thead>
<tr>
<th>Doc. 1</th>
<th>Grantor(s) Name(s)</th>
<th>Dec. 2</th>
<th>Grantor(s) Name(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A.I. COMBINED CENTERS LIMITED PARTNERSHIP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 8. Transferred To

<table>
<thead>
<tr>
<th>Doc. 1</th>
<th>Grantor(s) Name(s)</th>
<th>Doc. 2</th>
<th>Grantor(s) Name(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>T.C. POTOMAC PROMENADE LLC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 9. Other Names to Be Indexed

<table>
<thead>
<tr>
<th>Doc. 1</th>
<th>Additional Names to Be Indexed (Optional)</th>
<th>Doc. 2</th>
<th>Additional Names to Be Indexed (Optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 10. Contact/Mail Information

<table>
<thead>
<tr>
<th>Instrument Submitted By or Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric Taylor</td>
</tr>
</tbody>
</table>

### Assessment Information

- [ ] Yes
- [ ] No
- [ ] Will the property being conveyed be the grantor’s principal residence?
- [ ] Does transfer include personal property? If yes, identify:

### Assessment Use Only—Do Not Write Below This Line

<table>
<thead>
<tr>
<th>Terminal Verification</th>
<th>Agricultural Verification</th>
<th>Whole</th>
<th>Part</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer Number</td>
<td>Date Received</td>
<td>Deed Reference</td>
<td>Assigned Property</td>
</tr>
<tr>
<td>Year</td>
<td>Geo.</td>
<td>Map</td>
<td>Sub</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
<td>Geo.</td>
<td>Map</td>
</tr>
</tbody>
</table>

### REMARKS

Distribution: State/Clerk's Office, State/County, County Office of Finance, County/SDAT, County/Clerk, County/Assessor, County/Deeds, County/Realty.