

KENSINGTON JUNIOR HIGH SCHOOL SITE

TRANSFER AGREEMENT

THIS AGREEMENT, entered into this 9 day of Feb., 1989⁹⁰, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as the COUNTY), and the MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION (hereinafter referred to as the COMMISSION).

W I T N E S S E T H:

WHEREAS, the COUNTY is the owner in fee simple of a certain parcel of ground situate and lying in Montgomery County, Maryland, comprising approximately 21.6 acres and generally known as the Kensington Junior High School site, located in Kensington, Maryland (hereinafter referred to as the PROPERTY); and

WHEREAS, the PROPERTY was transferred to the COUNTY by the Board of Education of Montgomery County, Maryland, upon a determination by the Board of Education of Montgomery County, Maryland that the PROPERTY was no longer needed for public school purposes, and in accordance with Section 4-114 of the Education Article, Annotated Code of Maryland; and

WHEREAS, THE Montgomery County Council conducted a public hearing on the alternatives for reuse of the PROPERTY on March 18, 1986, approving an array of alternatives by Resolution No. 10-1989; and

WHEREAS, the County Executive, by Executive Order No. 53-86, approved the joint reuse of the PROPERTY by the COMMISSION and the Housing Opportunities Commission; and

WHEREAS, the County Council held a second public hearing on June 25, 1987, to consider the specifics of the proposed joint reuse, and approved said specifics, with conditions, by Resolution No. 11-548; and

WHEREAS, the COMMISSION and the COUNTY desire to effect the transfer of the PROPERTY, subject to the conditions of approval, and to set forth their respective agreements in this regard,

NOW, THEREFORE, the parties hereto agree as follows:

1. The COUNTY shall convey to the COMMISSION, subject to all easements, rights-of-way, restrictions, covenants and any other encumbrances of record, and upon the COMMISSION's compliance with all agreements herein contained, all that parcel or parcels of ground situate and lying in Montgomery County, Maryland, comprising a total of 13.3874 acres, being a portion of the Kensington Junior High School site, located in Kensington, Maryland, which portion of the PROPERTY is described in Exhibit A, attached hereto and made a part hereof, and which portion is hereinafter referred to as PARCEL 2, together with any and all of the rights, alleys, ways, waters, privileges and appurtenances in any way appertaining thereunto, and subject to all restrictions, covenants, rights-of-way and easements of record.
2. The COMMISSION agrees to assume its proportionate share of debt service assigned to the COUNTY by virtue of its acquisition of the PROPERTY, which proportionate share is in the amount of ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED THIRTY-SEVEN and 39/100 (\$120,737.39) DOLLARS, including principal and interest. The COMMISSION agrees to pay the COUNTY the said debt service, in a lump sum amount, upon execution of this Transfer Agreement and prior to conveyance of PARCEL 2 to the COMMISSION by separate deed documents.
3. The COMMISSION agrees that PARCEL 2 shall be used as a park, and shall not be used for any other purpose whatsoever without the COUNTY's express written consent thereto.
4. The COMMISSION agrees that it shall not transfer any right, title or interest in PARCEL 2 or any portion thereof to any third party without the COUNTY's express written consent thereto, and that upon transfer of any right, title or interest in PARCEL 2 to a third party pursuant to the written consent of the COUNTY, any and all proceeds received by or accruing to the COMMISSION as a result of such a transaction shall be paid to the COUNTY by the COMMISSION within thirty (30) days after execution of any agreement or other document effecting the said transfer except that the COMMISSION shall be permitted to deduct from its payment to the COUNTY those amounts paid by the

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COMMISSION in order to acquire PARCEL 2 in accordance with Items 2 and 5 herein. The COUNTY may attach such other conditions to its approval as it deems necessary and appropriate.

5. The COMMISSION agrees to reimburse the COUNTY for any reasonable expense incurred by the COUNTY for survey work, recording fees, and any other cost incurred by the COUNTY in order that PARCEL 2 may be transferred to the COMMISSION. The COMMISSION shall effect the said reimbursement in the form of a lump sum payment, due within thirty (30) days after receipt of billing therefor from the COUNTY.
6. The COMMISSION agrees that in the event the Montgomery County Public Schools shall determine that PARCEL 2 is again needed for construction of a public school facility, and the County Executive concurs with that determination, the COMMISSION shall transfer PARCEL 2 to the COUNTY, upon the following conditions:
 - a. The COUNTY shall reimburse the COMMISSION for any amounts paid by the COMMISSION pursuant to Items 2 and 5 hereinabove.
 - b. The COUNTY shall reimburse the COMMISSION for the documented cost of recreational improvements installed by the COMMISSION on PARCEL 2.
 - c. The COMMISSION acknowledges and agrees that reimbursement by the COUNTY for the cost of recreational improvements shall specifically exclude any amounts toward the purchase of substitute real property.
 - d. The COMMISSION acknowledges and agrees that any reimbursement by the COUNTY shall be subject to available appropriations.
7. The COMMISSION agrees that it will give primary consideration, in developing PARCEL 2, to the conservation of the trees and other unique natural features of the site for the continuing enjoyment of the surrounding community. Storm water erosion and runoff shall be kept to a minimum, and development on other than the flat portions of the site is to be carefully controlled.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to, be properly executed.

MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION

Attest:

By: A. Edward Navarro
SECRETARY - TREASURER

APPROVED AS TO LEGAL SUFFICIENCY
Downs
M. NCPPC Legal Department
Date: 1/21/90

By: John F. Downs, Jr.
Executive Director

Date: _____

MONTGOMERY COUNTY, MARYLAND

Attest:

By: J. Anne Poore

By: Lewis T. Roberts
Chief Administrative Officer

Date: 2/9/90

APPROVED AS TO FORM & LEGAL SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]
Date: 1/25/90