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Chabad Israeli Center of Rockville
Proposed Site Plan Amendment- 216 Rollins Avenue
Statement of Justification

I. Introduction

Chabad Israeli Center of Rockville (the "Applicant" or "Chabad") is the owner of the property located at 216 Rollins Avenue in Rockville, Maryland (the "Property"), which is the subject of this application. In accordance with the City of Rockville Zoning Ordinance, the Applicant is seeking approval of a Major Site Plan Amendment, to allow for the continued operation of a synagogue on the Property, with expanded hours and days of operation, as well as to allow for ancillary religious uses related to the synagogue throughout the Chabad House (the "Amendment").

a. Property and Existing Conditions

The Property has a net lot area of 10,351 square feet and is more particularly described as Lot 20, Block M, in a subdivision known as "Montrose," as recorded among the Land Records of Montgomery County at Plat No. 5977. The Property is currently improved with a 2,408 square foot, two-story structure (the "Chabad House"). The Chabad House is a former single-family residential building that was converted and renovated to accommodate the existing religious and institutional use. The Property is zoned R-75 ("Single Unit Detached Dwelling, Residential") and is located along Rollins Avenue, between Congressional Lane and East Jefferson Street.

b. Prior Approvals

The Planning Commission originally approved a Site Plan for the Property on November 5, 2008 (USE 2009-00712). The Site Plan authorizes Chabad to occupy a portion of the Chabad House for the use and operation of a synagogue, limited to religious services on the Sabbath and principle religious holidays. Subsequently, in 2011, a Minor Site Plan Amendment (STP2011-00088) was approved to allow for the use of the restrooms located on the upper level of the Chabad House, in conjunction with the use and operation of the synagogue (collectively, the "Prior Approvals").

II. Description of Project

The Applicant is seeking to provide a Jewish orthodox environment and to expand the religious services provided at the Chabad House to better serve its community, which includes mostly Israeli people that live in the surrounding area within walking distance to the Chabad

House. A central tenant of the orthodox teaching and beliefs is that members do not drive motor vehicles to the site when attending religious services on the Sabbath and religious holidays. As such, to allow members to practice their religious beliefs, it is imperative that the synagogue be located in close proximity to the residents that it serves.

The proposed Amendment will allow for the continued operation of the synagogue, with expanded days and hours of operation. The Applicant will continue to use the Property for religious services on the Sabbath and principal religious holidays, as is currently permitted under the existing Site Plan approval:

- Friday evening, 6:00-7:30 PM (winter); 7:30-9:00PM (summer)
- Saturday morning, 9:00-1:30PM
- Saturday evening, 4:30-6:30PM (winter), 7:00-9:00PM (summer)
- Religious Holidays (same hours as above)

The Amendment also proposes additional ancillary uses customarily or formally associated with the operations of the synagogue, including but not limited to religious studies, religious worship, special religious events and services (including but not limited to: Bar/Bat Mitzvah, Bris, *etc.*), and other religious lectures and discussions, throughout the Chabad House. None of the proposed uses of the Property will overlap. The following provides a summary of the religious services and events proposed to be held with regularity on the Property:

- Morning Prayer Service. Service will be held between the hours of 8:30 AM and 10:00 AM, up to three days per week.
- Bar and Bat Mitzvah Classes.
 - Bat Mitzvah Club (Girls) will be held one day per month during the week between the hours of 5:00 PM and 6:30PM. Enrollment will be limited to 14 individuals.
 - Bar Mitzvah Club (Boys) will be held one day per month during the week between the hours of 5:30 PM and 7:00PM. Enrollment will be limited to 14 individuals.
- Teen Volunteer Club.
 - The Applicant will hold a meeting for the Teen Volunteer Club, with up to 25 individuals. The meetings will be held up to six times per year during the week, between the hours of 7:00 PM and 8:30 PM.
- Adult Religious Lectures.
 - Occasional religious lectures will be held on the Property up to six times per year. The lectures will be held between the hours of 7:00 PM and 8:30 PM and are anticipated to be attended by up to 20 adults.

- Religious Studies.
 - Religious studies for children will be held up to two times per week between the hours of 4:30PM and 7:00PM. A maximum of 25 students will be present at any given time.
 - Religious classes for adults will be held on the Property on Tuesday and Sunday evenings between the hours of 8:30 PM and 10:00 PM. No more than 25 adults will be present at any given time.

Additionally, the Applicant is requesting flexibility to hold up to three additional religious services and events a month, during off-peak hours. There is a need among congregates for religious services such as Bar Mitzvah and Bris, the exact time of which cannot be anticipated at this time. These services and events will be small and, as mentioned above, none of the proposed uses will overlap.

The Applicant is committed to being a good neighbor. The Applicant recognizes that there have been concerns expressed by some neighbors regarding the use of the synagogue. The Applicant is committed to ensuring the proposed use of the Property does not adversely impact the surrounding residents. To address concerns regarding noise, the Applicant will prohibit outdoor use of the Property during the spring and summer months after 9:00PM and during fall and winter months after 7:00PM. The Applicant will also educate congregates regarding the location of the shared parking facilities (discussed in detail below) and nearby designated street crossings and pedestrian paths to ensure the safety of congregates when accessing the site. Chabad's mission is to support the community and as such, the Applicant will work with the community to ensure the Chabad House successfully operates at this location.

III. Compliance with the R-75 Zone

A Place of Worship is a permitted use in the R-75 Zone, subject to site plan review under Article 7 (Section 25.10.03). One of the stated purposes of the R-75 Zone is to "[p]romote a suitable environment for residential living through the provision of... religious... facilities as a basic element of a balanced neighborhood." (*See* Section 25.10.01). The religious use of the Property and the Property's proximity to nearby residential neighborhoods allows the Chabad Center to effectively serve families in the community, in fulfillment of both its religious mission and in furtherance of the goals of the R-75 Zone.

Furthermore, in connection with the Prior Approvals, the Planning Commission and Planning Director found that a religious institution at this location complies with the standards and requirements of the City of Rockville Zoning Ordinance (the "Zoning Ordinance"). The following section of this Statement demonstrates the Amendment's compliance with the development standards contained in Section 25.10.05.

Section 25.10.05 – Development Standards:

The Applicant is not proposing any exterior modifications to the existing structure. The only minor site modification proposed by this Application is the expansion of the existing driveway to bring the parking into compliance with the standards of Section 25.16.06, as described in Section VI below. As such, the only development standard affected by this Application is the maximum impervious surface in Front Yard as provided in Section 25.10.05.a. The remaining standards remain unchanged since the Planning Commission's prior review and approval of the existing Site Plan.

a. Table of Development Standards

- Minimum Lot Dimensions:
 - *Minimum lot area of 7,500 square feet: 10,351 sq. ft. provided/ approved.*
 - *Minimum width at front setback line of 70 feet. 120' provided/ approved.*
- *Minimum width at front lot line of 40 feet. 116.16' provided/approved.*
- *Building Envelope Requirements:*
 - *Minimum front setback of 25 feet. 27' provided/ approved.*
 - *Minimum side setback of 9 feet where land abuts required.*
 1. East: 33.4' side setback provided/ approved.
 2. West: 11.5' side setback provided/ approved.
 - *Minimum rear setback of 20 feet required. 45 feet provided/ approved.*
 - *Maximum building height of 35 feet; except that the maximum building height, as measured to the peak of a gable, hip or mansard roof cannot exceed 40 feet (See Section 25.10.09.a). Two-story structure with building height of approximately 21 feet provided/ approved.*
- *Lot Coverage:*
 - *Maximum lot coverage, for all main and accessory buildings, of 35 percent. Approximately 12 percent building coverage provided/ approved.*
 - *Maximum impervious surface in front yard of 35 percent. Imperviousness in front yard after completion of the drive-way expansion will be 24 percent.*

b. Section 25.10.08 —*Moderately Priced Dwelling Units*- Not applicable.

c. Section 25.10.11 —*Parking and Loading* – All parking and loading within the Single Dwelling Unit Residential Zones must comply with the provisions of Article 16.

- The Amendment provides both on-site and off-site parking in compliance with the requirements of Article 16. See Section VI below.

IV. Landscaping and Screening

The Project will continue to comply with the requirements of Article 17 and the Forest and Tree Preservation Ordinance. A Natural Resource Inventory/ Forest Stand Delineation and Forest Conservation Plan (No. 2009-00004) was approved for the Property on September 10, 2008. No exterior modifications are proposed by this Amendment that will trigger any additional requirements.

V. Adequate Public Facilities

The Applicant's preliminary analysis indicates that there are adequate public facilities with respect to transportation, fire and rescue, water and sewer capacity (addressed below in Section VIII) to accommodate the existing and proposed use of the Property. There is no residential component of the project and as such, school capacity is not impacted by the proposed Amendment.

As identified in the Scoping Intake Form, the proposed use of the Chabad House will generate fewer than 30 new peak hour vehicular trips during the AM and PM peak hours. Thus, per the City's Comprehensive Transportation Review ("CTR") guidelines, no mitigation or analysis needs to be provided. Thus, per the City's CTR guidelines, the CTR shall contain only an introduction and description of proposed transportation features on-site.

According to the Adequate Public Facilities Standards, dated June 1, 2015 (Exhibit "C") the Property is served by at least three fire stations within a 10-minute response time, thereby ensuring a prompt response time in the event of an emergency.

VI. Parking

For a place of worship, Section 25.16.03.d requires one parking space per every 300 square feet of gross floor area. As such, the Amendment will require a total of eight (8) parking spaces. However, Section 25.16.03.j authorizes the execution of a formal shared parking agreement to satisfy the parking requirements of Section 25.16.03.d off-site. In accordance with Sections 25.16.03.e and 25.16.03.j, the Applicant will continue to provide two (2) parking spaces on-site and has entered into two formal shared parking agreements with the owners of property located at 1621 Martha Terrace and 1637 E. Jefferson Street (collectively the "Rollins Park Apartments and Clubhouse Property") and 170 Rollins Avenue (the "Office Property") for the use of an additional seven (7) off-site parking spaces (collectively the "Shared Parking Agreements"). The Shared Parking Agreements authorize the Applicant to utilize seven (7) off-site parking spaces as follows: On the Office Property, after 6:30 PM Monday through Friday, and on the weekends; and (2) at the Rollins Park Apartments and Clubhouse Property during the

week between the hours of 9:00 AM and 6:30 PM. The Shared Parking Agreements are attached hereto as Exhibit "A". The Shared Parking Agreements have been reviewed extensively by the City of Rockville and determined to be adequate to ensure compliance with the City's Parking Standards.

The dimensions of the existing driveway are approximately 9 feet by 20 feet. As such, the Applicant is proposing to widen the existing driveway by an additional 9 feet, resulting in a total driveway area of 18 feet wide and 20 feet long, to provide adequate room for two, 9' x 18' parking spaces on-site.

VII. Signage

There are no signs currently located, or proposed on the Property.

VIII. Water and Sewer

The water and sewer for the Project will continue to be provided by the City of Rockville Department of Public Works ("DPW"). A water and sewer authorization application has been submitted to DPW for review. As the water and sewer authorization indicates, the proposed Amendment will not increase the daily water/sewage usage on the Property and there will continue to be adequate water and sewer capacity to accommodate the proposed use of the Property following approval of the Amendment.

The Prior Approvals do not set a maximum number seats for the existing religious use. As such, and in consultation with the City of Rockville Department of Public Works, the underlying Site Plan approvals must be considered in combination with the approved occupancy of the building to determine the existing water/sewage usage of the Property. As demonstrated by the Applicant's Water and Sewer Authorization request, the proposed Amendment will not generate any additional water/sewer demand because the religious studies and ancillary religious services proposed by this Amendment generate significantly less demand than the existing religious use of the building and, again, no uses will overlap. (*See Exhibit "B"*). Thus, any uses on the Property, at any given time, will generate less water/sewer demand than already allocated to the Property.

IX. Stormwater Management

In accordance with Section 25.16.06, the Applicant is proposing to widen the existing driveway to ensure there is adequate space to accommodate two parking spaces on the Property. Specifically, the Applicant will widen the existing driveway by an additional 9 feet (or 198 square feet), to provide adequate room to accommodate two parking spaces on-site. This is the only exterior modification proposed by this Application. As such, the Application will result in a *de minimus* increase in impervious area on-site. The City of Rockville Stormwater Management Regulations apply to developments that create 250 square feet or more impervious area on

property other than a single unit detached dwelling, townhouse or semi-detached dwelling lot. As such, in accordance with Section 19-40 of the City of Rockville Code, the Project is exempt from compliance with the City's Stormwater Management Regulations.

X. Green Building Requirements

This Amendment is exempt from the Green Building Regulations contained in Article XIV because no additions, alterations or new construction is proposed.

XI. Findings

The purpose of this Section is to demonstrate that the Application satisfies the required Site Plan findings set forth in Section 25.07.01 of the Zoning Ordinance.

A. Adversely affect the health or safety of persons residing or working in the neighborhood of the proposed development.

The proposed use of the Property will not adversely affect the health or safety of persons residing or working in the neighborhood. Rather, as described above, the Property's proximity to residential uses allows the Chabad House to provide orthodox religious services to residents in the surrounding neighborhoods. And, as the Zoning Ordinance recognizes, religious facilities are a basic element of a balanced neighborhood.

The Applicant is seeking approval to allow for the continued operation of the religious institution on the Property, with expanded days and hours of operations. None of the uses proposed for the Property will overlap and, as is current practice, all religious services and events that are too large to be held on the Property will be held at nearby facilities such as the Jewish Community Center.

B. Be detrimental to the public welfare or injurious to property or improvements in the neighborhood.

The proposed Amendment will in no way be detrimental to the public welfare or injurious to the neighborhood. The Chabad House is a former single-family residential building that was converted and renovated to accommodate the existing religious use. As such, the structure blends into and complements the character of the surround residential neighborhood. Additionally, the Chabad House provides an important service to the residents in the surrounding neighborhood. As previously mentioned, a central tenant of the orthodox teaching and beliefs is that members do not drive motor vehicles to the site when attending religious services on the Sabbath and religious holidays. As such, the proximity of the Chabad House to existing residential neighborhoods allows residents to practice their religious, orthodox beliefs.

The Chabad House is an asset to the community and congregates regularly give back to the community. For example, the Chabad House holds a volunteer program for teens that

volunteer in the surrounding community once a month, including visiting the elderly residents at the nearby Hebrew Home, gardening work in local cemeteries and other similar good deeds.

C. Overburden existing and programmed public facilities as set forth in Article 20 of this Chapter and as provided in the adopted Adequate Public Facilities Standards.

This Project will generate minimal trips and will not adversely affect traffic. As identified in the Transportation Scoping Intake form, the proposed use of the Chabad House will generate fewer than 30 new peak hour vehicular trips during the AM and PM peak hours. Additionally, according to the Adequate Public Facilities Standards, the Property is served by at least three fire stations within a 10 minute response time.

D. Adversely affect the natural resources or environment of the City or surrounding areas

The Amendment will not adversely affect the natural resources or environment of the City or the surrounding areas. The Amendment is only proposing *de minimus* land disturbing activity, in order to bring the existing driveway into compliance with the standards of Section 25.16.06 of the Zoning Ordinance. No trees will be impacted by the proposed site improvements.

E. Be in conflict with the Plan

The Property is located within Planning Area 11: North Farm, as identified in the City of Rockville Comprehensive Plan. There are no specific recommendations for the Property in the Comprehensive Plan. As the Planning Commission previously found, the religious use of the Property is not in conflict with the Plan and is consistent with the Zone, as it provides necessary religious services in close proximity to residential uses.

F. Constitute a violation of any provision of this Chapter or other applicable law

The proposed Amendment complies with the provisions and laws of Rockville governing the use of the Property. As illustrated above, the Amendment satisfies all of the R-75 Zone development standards. And, as previously stated, the Amendment is not subject to the City's green building or stormwater management regulations.

G. Be incompatible with the surrounding uses or properties

The use of the Property is and will continue to be compatible with the surrounding uses and properties, which consist primarily of single-family and multi-family residential uses. As previously mentioned, to fulfill its mission and effectively serve those residents who practice the orthodox faith, it is imperative that the Chabad House be located within walking distance of the

members it serves. As such, the religious use of the Property is compatible with the surrounding residential uses.

XII. Conclusion

The proposed Site Plan Amendment will allow the Chabad House to continue to provide a Jewish orthodox environment and expanded religious services on the Property, to better serve its community. As demonstrated by this Statement, the Amendment complies with all applicable requirements of the Zoning Ordinance that govern development under the R-75 Zone. For the reasons discussed above, the Applicant respectfully requests approval of this Amendment.

Exhibit "A"

SHARED PARKING FACILITY AGREEMENT

THIS AGREEMENT, made this 29th day of JUNE, 2015 by and between CHABAD ISRAELI CENTER, of 216 Rollins Avenue, Rockville, Maryland 20852 (hereinafter "Chabad"), ROLLINS-CONGRESSIONAL CLUBHOUSE, LLC, of 1621 Martha Terrace, Rockville, Maryland 20850 (hereinafter "Rollins-Congressional Clubhouse") and ROLLINS PARK SECTION II LIMITED PARTNERSHIP, of 1637 E. Jefferson Street, Rockville, Maryland 20852 ("Rollins Park Section II") (collectively the "Parties").

WITNESSETH

WHEREAS, CHABAD owns certain real property (the "Property") known as 216 Rollins Avenue, ROLLINS-CONGRESSIONAL CLUBHOUSE owns the property located at 1621 Martha Terrace, and ROLLINS PARK SECTION II owns the property located at 1637 E. Jefferson Street, all properties being located in Rockville, Maryland as shown on EXHIBIT A.

WHEREAS, 216 Rollins Avenue is the street address for Lot 20, Block "M" in a subdivision known as "MONTROSE," as per plat thereof recorded at plat 5977 among the Land Records of Montgomery County, Maryland (the "Chabad Property").

WHEREAS, the Chabad Property currently is improved with a two-story structure, with approximately 2,408 square feet above grade floor area (the "Chabad House"). The Chabad House is a former single-family residential building that was converted and renovated to accommodate the existing religious and institutional use.

WHEREAS, 1621 Martha Terrace is the street address for Parcel "J", in a subdivision known as "MONTROSE," as per plat thereof recorded at plat 23044 among the Land Records of Montgomery County, Maryland (the "Clubhouse Property").

WHEREAS, the Clubhouse Property is 5.38 acres and is currently improved with a private clubhouse and associated recreational amenities for use by the residents of Congressional Towers and Rollins Park Apartments.

WHEREAS, 1637 E. Jefferson Street is the street address for Ownership Parcel "H-2", in a subdivision known as "MONTROSE," as per plat thereof recorded at plat 18654 among the Land Records of Montgomery County, Maryland (the "Apartment Property").

WHEREAS, the Apartment Property is 13.89 acres and is currently improved with a residential apartment complex known as Rollins Park Apartments.

WHEREAS, Use Permit USE2009-00712 authorizes Chabad to occupy the Chabad House for the use and operation of a synagogue, limited to religious services on the Sabbath and

principal religious holidays, and requires two (2) off-street parking spaces in accordance with City of Rockville Zoning Ordinance (the "Zoning Ordinance") Section 25.16.03(e).

WHEREAS, Chabad is seeking approval of a major site plan amendment to allow for operation of the synagogue throughout the building on the Chabad Property, without limits on days and hours of use (the "Major Site Plan Amendment").

WHEREAS, the Major Site Plan Amendment requires a total of nine (9) parking spaces for the approved use of the Chabad House, of which two (2) parking spaces must be provided on-site and seven (7) parking spaces may be provided off-site parking in accordance with the City of Rockville parking standards, as set forth in Zoning Ordinance Section 25.16.03(d).

WHEREAS, the parking at the Clubhouse Property and Apartment Property is generally most heavily used Monday through Friday from 6:30 PM until 9:00AM, and on weekends.

WHEREAS, Chabad desires to use up to seven (7) off-street parking spaces on the Clubhouse Property or, on an alternate and provisional basis, up to seven (7) off-street parking spaces in the lot situated adjacent to Rollins Avenue ("the Provisional Location") within the Rollins Park Section II, Limited Partnership to satisfy the off-street parking requirements for the Chabad Property; And Rollins-Congressional Clubhouse and Rollins Park Section II are willing to enter into a shared parking agreement to allow Chabad to use off-street parking on the Clubhouse Property and at the Provisional Location, Monday through Friday from 9:00AM until 6:30 PM, when the parking at the Provisional Location and Clubhouse Parking is not in high use.

WHEREAS, Section 25.16.03 (j) authorizes the execution of a formal shared parking agreement to satisfy the parking requirements of Section 25.16.03(d).

WHEREAS, Chabad agrees that the Chabad Property shall at all times fully comply with the parking and zoning requirements in the Zoning Ordinance and with the conditions of Use Permit USE2009-00712 and the Major Site Plan Amendment.

NOW, THEREFORE, in consideration of the above and the covenants, conditions and terms hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Rollins-Congressional Clubhouse agrees that the parking associated with the Clubhouse Property described in Exhibit "A," attached hereto and incorporated herein by reference, shall be available to users of Chabad from 9:00 AM until 6:30 PM Monday through Friday. Specifically, Chabad shall be entitled to utilize a maximum of seven (7) parking spaces at the Clubhouse Property. Rollins Park Section II agrees to allow on a provisional basis, Chabad to utilize a maximum of seven (7) parking spaces in the surface parking lot situated adjacent to Rollins Avenue within the Apartment Property surface parking lot, which is located

directly across the street from 216 Rollins Avenue, i.e. the Chabad Property. Said parking spaces may be utilized for Chabad's use during the hours of 9:00AM to 6:30PM.

2. Rollins-Congressional Clubhouse and Chabad understand and agree that this Shared Parking Agreement, and the shared use of the parking facility at the Clubhouse Property, located at 1621 Martha Terrace, pursuant to this Agreement, is a condition of the Major Site Plan Amendment for the Chabad Property located at 216 Rollins Avenue. Chabad's use of the Provisional Location referenced above shall not be a condition of the referenced Major Site Plan Amendment.
3. Either party may terminate this Agreement at will, effective at the time such notice is provided. Termination of the Provisional Location, at the sole discretion of Rollins Park Section II, shall not terminate this Agreement and shall not invalidate the referenced Major Site Plan Amendment.
4. In the event that the Agreement is terminated, Chabad shall notify the City of Rockville within two (2) business days of such termination.
5. Chabad agrees that upon and after the termination, voluntarily or involuntarily, of this Agreement, Chabad shall have no authorization to use the parking facility on 1621 Martha Terrace, and Chabad (1) shall restrict the use of 216 Rollins Avenue to such purpose or uses as can be supported, with respect to the legally required number of parking spaces, solely on the record lot on which such use is located together with any other property for which a shared parking agreement has been created, for purposes of satisfying Chabad's parking requirement, and (2) shall seek approval of a Major Site Plan Amendment with the City of Rockville.
6. Any liability for damage to the property of individuals or organizations, or any third person, as a result of, or arising out of the use of the Clubhouse Property or Provisional Location for parking in connection with Chabad activities shall be borne exclusively by Chabad. Neither Rollins Park Section II nor Rollins-Congressional Clubhouse shall be held responsible for any claims for damage, including but not limited to claims of vandalism, damage or towing of automobiles parked at the Clubhouse Property or Provisional Location and Chabad shall indemnify and hold harmless, Rollins Park Section II and Rollins Congressional Clubhouse, its owner and all affiliates or related companies. Chabad shall post on the Chabad Property notice of this disclaimer of liability, in an area that is clearly visible to all users of the Chabad Property and shall otherwise notify all users of the Apartment Property or the Clubhouse Property. The Rollins Park Section II and Rollins-Congressional Clubhouse reserves the right to require all Chabad users to post in or on their vehicle a placard or permit label identifying their vehicle for the purpose of this agreement.
7. Chabad shall procure and maintain (or cause to be procured and maintained) customary commercial general liability insurance, effective on the date first

written above in the amount of one million dollars (\$1,000,000), and shall identify as additional insureds: Rollins Congressional Clubhouse, its owners and affiliates Congressional Towers Section I, LP; Congressional Towers Section II, LP; Rollins Park Section II LP; Rollins Park Section III LP; PR&B, Inc; Polinger Shannon & Luchs; and Congressional Properties. Such insurance shall be maintained in full force and effect during the period in which this Agreement remains in effect and certificate of such insurance shall be provided to Rollins-Congressional Clubhouse and Rollins Park Section II.

8. This Agreement shall have no effect on the underlying parking and zoning requirements for the Clubhouse Property or Apartment Property.
9. Chabad represents that the City of Rockville has been made aware of the terms and conditions of this Agreement and has agreed to permit the operation of the shared parking facility herein described as being in compliance with Section 25.16.03 (j) and 25.16.03(d) of the Zoning Ordinance and has agreed that at such time as the shared parking facility is no longer available to Chabad and/ or this Agreement is terminated, Chabad will notify the City of Rockville within two (2) business days and identify alternative off-site parking acceptable to the City in accordance with applicable parking requirements of the Zoning Ordinance.
10. This Agreement shall be binding upon and move to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the obligations and liability of any party to this Agreement shall cease, with respect to that party individually, upon the transfer of its interest in the property covered by this Agreement.
11. This Agreement shall be void and of no force and effect if the Major Site Plan Amendment referenced above is not approved by the City of Rockville Planning Commission.
12. All notices to Rollins Park Section II or Rollins-Congressional Clubhouse shall be sent to:

Arnold Polinger
Polinger Shannon & Luchs
5530 Wisconsin Avenue, Suite 1000
Chevy Chase, MD 20815

and

Rakusin & Becker Management, Inc.
4400 East-West Highway, Suite H
Bethesda, MD 20814



All notices to Chabad shall be sent to:

Chabad Israeli Center
216 Rollins Avenue
Rockville, MD 20850

All notices to the City of Rockville shall be sent to:

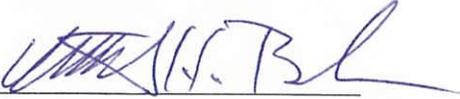
Chief of Planning
111 Maryland Avenue
Rockville, MD 20850

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.



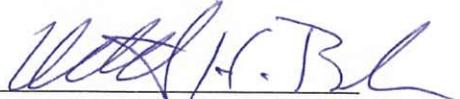
CHABAD ISRAELI CENTER
By: Rabbi Shlomo Beitsh

6/10/15
Date



ROLLINS-CONGRESSIONAL CLUBHOUSE LLC
By: PR&B, Inc., Managing Member
By: Kenneth H. Becker, President

6/29/15
Date



ROLLINS PARK APARTMENTS SECTION II, LP
By: PR&B, Inc., Managing Member
By: Kenneth H. Becker, President

6/29/15
Date

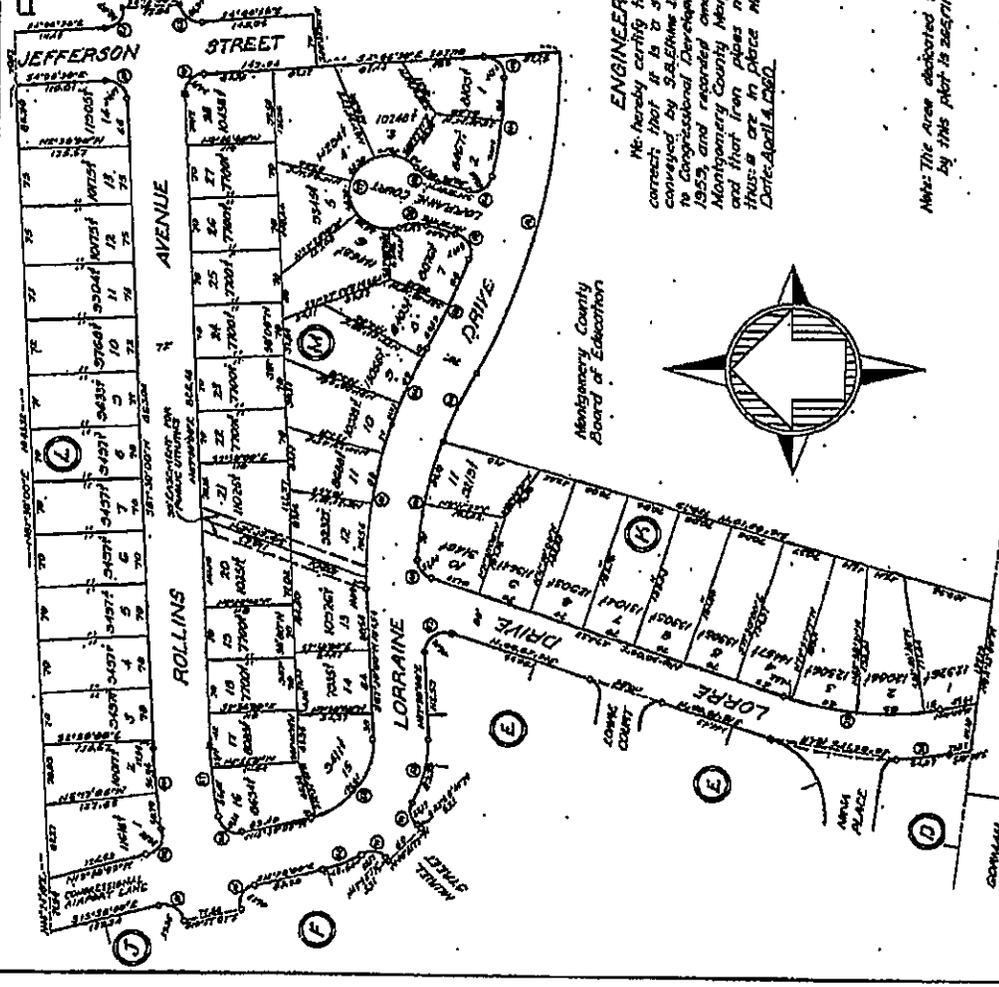
EXHIBIT A

[Three Record Plats Attached, collectively as "Exhibit A"]



PLAT No. 5977

Lot	Area	Owner	Remarks
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4	0.12
5	0.12
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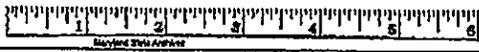


ENGINEERS CERTIFICATE
 We hereby certify that the plan shown herein is correct; that it is a subdivision of part of the land conveyed by S.E. Howe, Inc. and The Lee Butler Company, to Congressional Development, Inc., by deed dated June 11, 1953, and recorded among the land records of Montgomery County Maryland in Liber 2620 of Folio 43; and that the lots marked thereon, and shown marked thereon are in place where shown.
 Kamegoy, Associates, Inc.
 By: Robert J. Kamegoy
 Robert J. Kamegoy
 Reg. Land Surveyor: Md. 3004

NOTE: The area delineated to public use by this plat is ascertained.

OWNERS DEDICATION
 We, Congressional Development, Inc., a Maryland Corporation, with Robert J. Kamegoy, President, and Shirley Kamegoy, Secretary, owners of the property shown hereon, hereby dedicate this area of subdivision, containing the minimum building restriction lines and dedicate the streets to public use.
 DATE: APRIL 1, 1960
 Attest: Shirley Kamegoy
 Shirley Kamegoy, Secretary
 We consent to this plan of subdivision:
Robert J. Kamegoy
 Robert J. Kamegoy, President
Shirley Kamegoy
 Shirley Kamegoy, Secretary
 Witness: Robert J. Kamegoy
 Robert J. Kamegoy, President
Shirley Kamegoy
 Shirley Kamegoy, Secretary

BLOCKS 81M
 AND PART OF BLOCK 1
MONTROSE
 CITY OF ROCKVILLE
 MONTGOMERY COUNTY MARYLAND
 SCALE 1"=100'
 APRIL, 1960
 HORNEGAY ASSOCIATES, INC.
 315 SILVER SPRING AVE.
 SILVER SPRING, MD.



OWNER'S CERTIFICATE

No. Congressional Properties United Partnership, a Maryland Limited Partnership, is the owner of the land described in the "Subdividing" deed and the "Rollins Park Apartments Section 2" deed...

Commissioner of the State Department of Assessments and Taxation, State of Maryland, is the owner of the land described in the "Subdividing" deed...

We warrant to the effect of ownership in the

Federal National Mortgage Association, 1241 Pennsylvania Avenue, N.W., Washington, D.C. 20004

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that the lines shown on the above plat are correct and true...

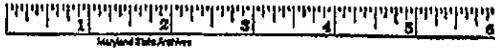
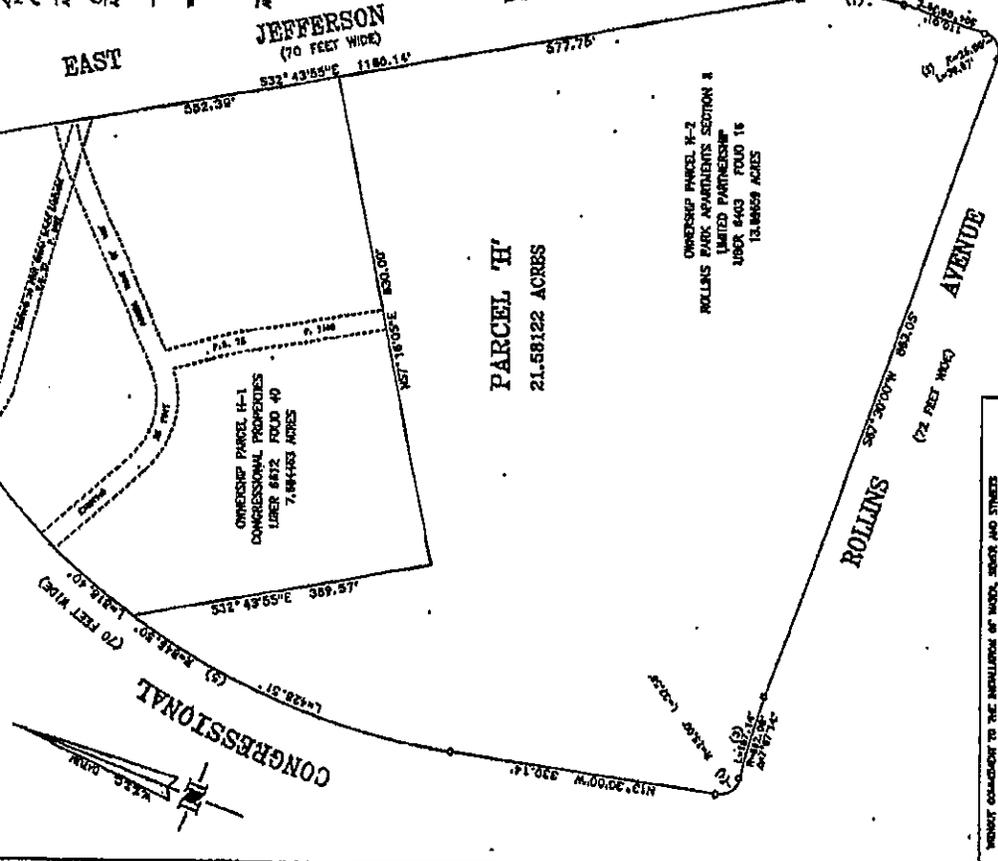
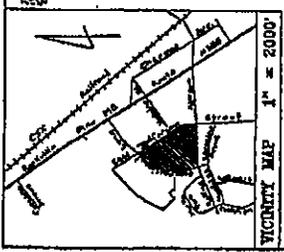
2/28/92

Table with columns: ACRES, AREA, PERCENTAGE, etc. for various parcels.

OWNERSHIP PLAT FOR PARCEL 'H' MONTROSE CITY OF ROCKVILLE MONTGOMERY COUNTY, MARYLAND APRIL, 1991

FOUNDER ASSOCIATION, INC. 250 North Washington Street, Suite 100, Rockville, MD 20850

10054



APPROVED APRIL 3, 1992. [Signature] CHIEF EXECUTIVE OFFICER

Handwritten initials 'mb' at the bottom right of the page.

SHARED PARKING FACILITY AGREEMENT

THIS AGREEMENT, made this 10th day of June, 2015 by and between CHABAD ISRAELI CENTER, of 216 Rollins Avenue, Rockville, Maryland 20852 (hereinafter "Chabad"), ROLLINS AVENUE 170 LLC, of 170 Rollins Avenue, Rockville, Maryland 20852 (hereinafter "Rollins Avenue 170 LLC") (collectively the "Parties").

WITNESSETH

WHEREAS, CHABAD owns certain real property (the "Property") known as 216 Rollins Avenue, and ROLLINS AVENUE 170 LLC owns the property located at 170 Rollins Avenue, all properties being located in Rockville, Maryland as shown on EXHIBIT A.

WHEREAS, 216 Rollins Avenue is the street address for Lot 20, Block "M" in a subdivision known as "MONTROSE," as per plat thereof recorded at plat number 5977 among the Land Records of Montgomery County, Maryland (the "Chabad Property").

WHEREAS, the Chabad Property currently is improved with a two-story structure, with approximately 2,408 square feet above grade floor area (the "Chabad House"). The Chabad House is a former single-family residential building that was converted and renovated to accommodate the existing religious and institutional use.

WHEREAS, 170 Rollins Avenue is the street address for Lot 3, Block "A" in a subdivision known as "MONTROSE PARK," as per plat thereof recorded at plat number 7974 among the Land Records of Montgomery County, Maryland (the "Office Property").

WHEREAS, according to the records of the Maryland State Department of Assessments and Taxation, the Office Property is currently improved with a 5,969 square foot office building (the "Office Building").

WHEREAS, Use Permit USE2009-00712 authorizes the Chabad to occupy the Chabad House for the use and operation of a synagogue, limited to religious services on the Sabbath and principal religious holidays, and requires two (2) off-street parking spaces in accordance with City of Rockville Zoning Ordinance (the "Zoning Ordinance") Section 25.16.03(e).

WHEREAS, Major Site Plan Amendment _____ authorizes Chabad to occupy the Chabad House for use and operation of a synagogue, without limits on days and hours of use.

WHEREAS, Major Site Plan Amendment _____ requires a total of nine (9) parking spaces for the approved use of the Chabad House, of which two (2) parking spaces must be provided on-site and seven (7) parking spaces may be provided off-site in accordance with the City of Rockville parking standards, as set forth in Zoning Ordinance Section 25.16.03(d).

WHEREAS, the Office Property generally is occupied Monday through Friday during normal business hours.

WHEREAS, Chabad desires to use up to seven (7) off-street parking spaces on the Office Property to satisfy the off-street parking requirements for the Chabad Property, and Rollins Avenue 170, LLC is willing to enter into a shared parking agreement to allow Chabad to use off-street parking on the Office Property Monday through Friday after 6:30 PM and on the weekends, when the Office Property is not in use.

WHEREAS, Section 25.16.03 (j) authorizes the execution of a formal shared parking agreement to satisfy the parking requirements of Section 25.16.03(d).

WHEREAS, Chabad agrees that the Chabad Property shall at all times fully comply with the parking and zoning requirements in the Zoning Ordinance and with the conditions of Use Permit USE2009-00712 and Major Site Plan Amendment _____.

NOW, THEREFORE, in consideration of the above and the covenants, conditions and terms hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Rollins Avenue 170 LLC agrees that the parking associated with the Office Property described in Exhibit "A," attached hereto and incorporated herein by reference, shall be available to users of Chabad after 6:30 PM Monday through Friday and on weekends. Specifically, Chabad shall be entitled to utilize up to a maximum of seven (7) parking spaces at the Office Property.
2. Rollins Avenue 170 LLC and Chabad understand and agree that this Shared Parking Agreement, and the shared use of the parking facility at the Office Property, located at 170 Rollins Avenue, pursuant to this Agreement, is a condition of Major Site Plan Amendment _____ for the Chabad Property located at 216 Rollins Avenue.
3. Either party may terminate this Agreement at will, effective at the time such notice is provided.
4. In the event that the Agreement is terminated, Chabad shall notify the City of Rockville within two (2) business days of such termination.
5. Chabad agrees that upon and after the termination, voluntarily or involuntarily, of this Agreement, Chabad shall have no authorization to use of the parking facility on 170 Rollins Avenue, and Chabad (1) shall restrict the use of 216 Rollins Avenue to such purpose or uses as can be supported, with respect to the legally required number of parking spaces, solely on the record lot on which such use is located together with any other property for which a shared parking agreement has been created, for purposes of satisfying Chabad's parking requirement, and

- (2) shall seek approval of a Major Site Plan Amendment with the City of Rockville.
6. Any liability for damage to the property of individuals or organizations, or any third person, as a result of, or arising out of the use of the Office Property for parking in connection with Chabad activities shall be borne exclusively by Chabad. Rollins Avenue 170 LLC shall not be held responsible for any claims for damage, including but not limited to claims of vandalism, damage or towing of automobiles parked at the Office Property and Chabad shall indemnify and hold harmless, Rollins Avenue 170 LLC, its owner and all affiliates or related companies. Chabad shall post on the Chabad Property notice of this disclaimer of liability, in an area that is clearly visible to all users of the Chabad Property and shall otherwise notify all users of the Office Property.
 7. Chabad shall procure and maintain (or cause to be procured and maintained) customary commercial general liability insurance, effective on the date first written above in the amount of one million dollars (\$1,000,000), and shall identify Rollins Avenue 170 LLC, as additional insureds. Such insurance shall be maintained in full force and effect during the period in which this Agreement remains in effect and certificate of such insurance shall be provided to Rollins Avenue 170 LLC.
 8. This Agreement shall have no effect on the underlying parking and zoning requirements for the Office Property.
 9. Chabad represents that the City of Rockville has been made aware of the terms and conditions of this Agreement and has agreed to permit the operation of the shared parking facility herein described as being in compliance with Sections 25.16.03 (j) and 25.16.03(d) of the Zoning Ordinance and has agreed that at such time as the shared parking facility is no longer available to Chabad and/ or this Agreement is terminated, Chabad will notify the City of Rockville within two (2) business days and identify alternative off-site parking acceptable to the City in accordance with applicable parking requirements of the Zoning Ordinance.
 10. This Agreement shall be binding upon and move to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the obligations and liability of any party to this Agreement shall cease, with respect to that party individually, upon the transfer of its interest in the property covered by this Agreement.
 11. All notices to Rollins Avenue 170 LLC shall be sent to:

Jill Pogach Michaels, Esq.
170 Rollins Avenue
Rockville, MD 20850

All notices to Chabad shall be sent to:

Chabad Israeli Center
216 Rollins Avenue
Rockville, MD 20850

All notices to the City of Rockville shall be sent to:

Chief of Planning
111 Maryland Avenue
Rockville, MD 20850

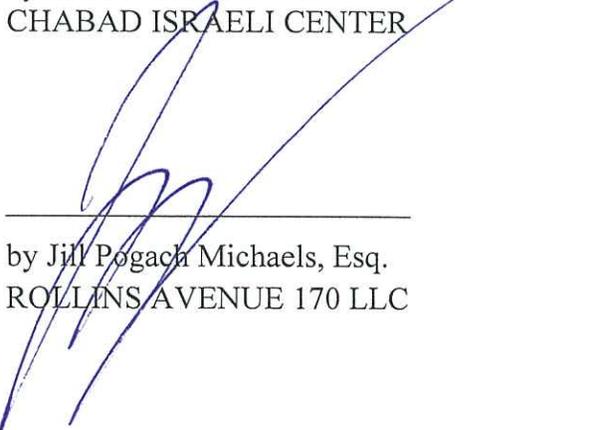
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.



by Rabbi Shlomo Beitch
CHABAD ISRAELI CENTER

6-10-15

Date



by Jil Pogach Michaels, Esq.
ROLLINS AVENUE 170 LLC

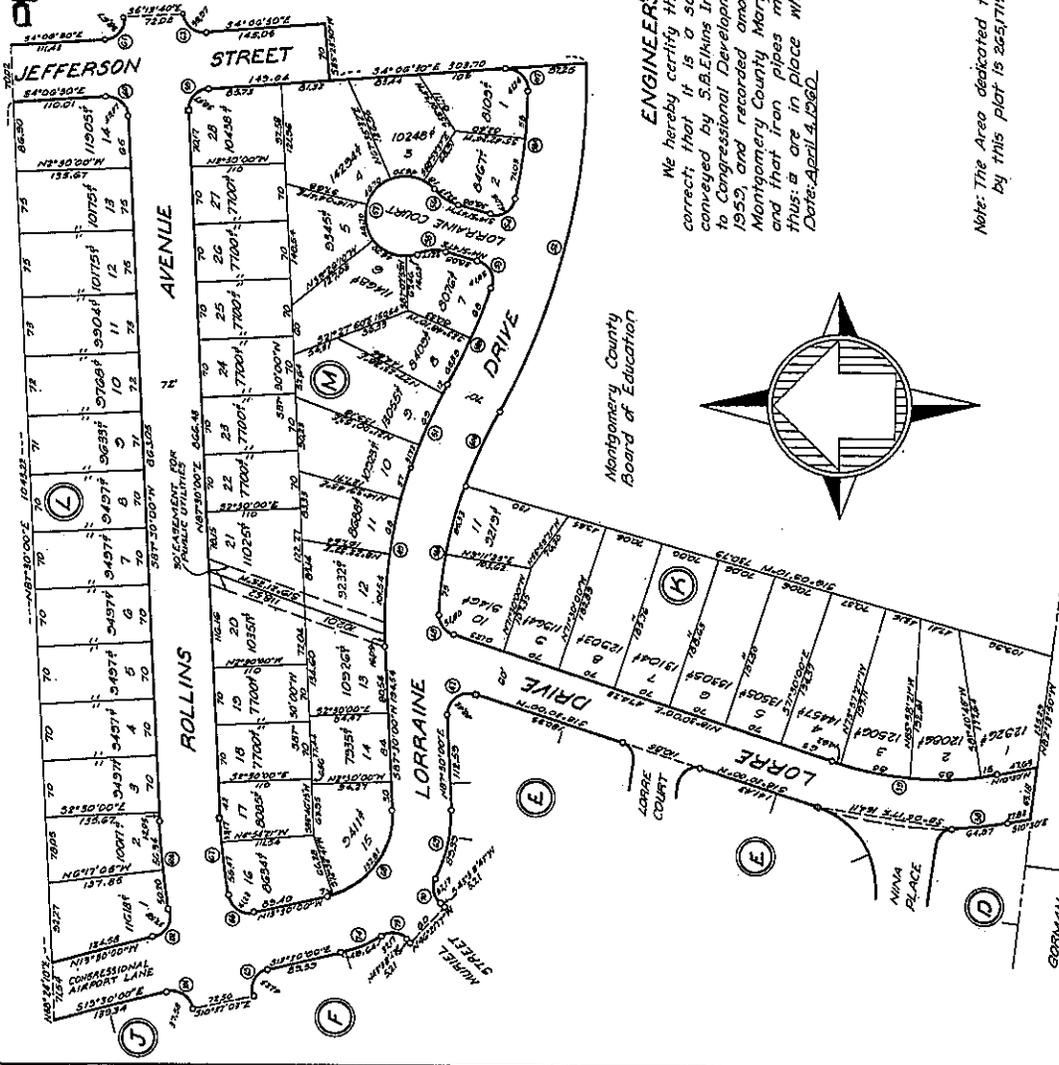
5/19/15

Date

EXHIBIT A

PLAT No 5977

NO.	Ac.	CURVE	DATA
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3	1.0000	1/4	1/4
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97	1.0000	1/4	1/4
98	1.0000	1/4	1/4
99	1.0000	1/4	1/4
100	1.0000	1/4	1/4



ENGINEER'S CERTIFICATE
 We hereby certify that the plan shown hereon is correct; that it is a subdivision of part of the land conveyed by S.B. Elkins Inc. and The Leo Butler Company, to Congressional Development Inc., by deed dated June 14, 1959, and recorded among the land records of Montgomery County Maryland in Liber 2610 at Folio 43; and that iron pipes marked thus: o, and stones marked thus: a are in place where shown.
 Date: April 4, 1960.
 Konegay Associates, Inc.

By: Rockey L. Hanson
 Rocky L. Hanson
 Reg. Land Surveyor, Md. 3084

Note: The Area dedicated to public use by this plat is 265,714

OWNER'S DEDICATION
 We, Congressional Development Inc., a Maryland Corporation by Milton Rollinger, President, and Stanley Rokushin Secretary, owners of the property shown hereon, hereby adopt this plan of subdivision, establish the minimum building restriction lines and dedicate the streets to public use.
 Date: April 4, 1960.

Attest: Stanley Rokushin By: Milton Rollinger
 Stanley Rokushin, Sec'y Milton Rollinger, Pres.
 We assent to this plan of subdivision:
Jack P. Pugh Robert M. Pugh
 Chairman Board of Education
Robert M. Pugh
 Robert M. Pugh, Trustee

APPROVED BY
 City of Rockville Planning Commission
 Rockville, Md., Date: 4/14/60
 Without Commitment as to Installation
 of Sewer, Water & Streets.
 Chairman: John D. ...
 Chief Executive Officer

BLOCKS 414M
 AND PART OF BLOCK-L
MONTROSE
 CITY OF ROCKVILLE
 MONTGOMERY COUNTY MARYLAND
 SCALE 1"=100'
 APRIL, 1960
 KONEGAY ASSOCIATES, INC.
 515 SILVER SPRING AVE.
 SILVER SPRING, MD.

