



ideas that work

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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 approval to continue 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 (*i.e.* religious services on Friday and Saturday) and religious holidays (High Holidays, irrespective of day/time). 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. Currently, the Applicant is permitted to use the Property under the existing Site Plan Approval for religious services on the Sabbath and principal religious holidays, as follow:

- Friday evening, 6:00 PM- 7:00 PM (fall/winter); 7:30-8:30PM (spring/summer)
- Saturday morning, 9:00 AM- 12:30 PM
- Saturday evening, 5:00 PM- 6:00 PM (fall/winter), 7:00-8:00PM (spring/summer)
- Religious Holidays 9:00 AM- 12:30 PM

The Applicant will continue to use the Property for religious services on the Sabbath and principal religious holidays. However, the Applicant is requesting to modify the approved hours for religious services as follows:

- Friday evening, 6:00 PM – 8:30 PM
- Saturday morning, 9:00 AM – 2:00 PM
- Saturday evening, 4:30 PM – 8:30 PM
- Religious Holidays 9:00 AM – 2:00 PM & 4:30 PM– 8:30 PM

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 (*e.g.* Bris ceremonies and memorial services), 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 for up to 15 adults between the hours of 9:00 AM and 10:30 AM, up to three days per week (two days per week and on Sunday).
- 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 10 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 on weekdays, 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 9:00 PM on weekends and weekdays and are anticipated to be attended by up to 25 adults.
- Religious Studies.
 - Religious studies for children will be held up to two times per week between the hours of 4:30 PM and 7:00 PM. 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 15 adults will be present at any given time.
- Women's Religious Class. Classes will be held up to five times per year, on weekdays, between the hours of 7:30 PM and 9:30 PM. A maximum of 25 adults will be present at any given time.

In response to the community's request to have greater certainty as to the days and hours of operation of the synagogue, the Applicant has attempted, where feasible, to provide as much specificity as possible with respect to the proposed use of the Property (as illustrated above). However, there is a need among congregates for additional religious services, the exact days and time of which cannot be anticipated at this time. As such, the Applicant is requesting flexibility to hold up to three additional religious services and events a month, during off-peak hours. These "other religious services and events" may include, but are not limited to: Bris ceremonies; memorial services; Friday evening community after-service dinners etc. These services and events will be small and will not generate more than 30 trips. 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. Additionally, all outdoor use of the Property will be restricted to the rear yard. In response to community concerns regarding parking, the Applicant will assign

a Transportation Coordinator to monitor and ensure compliance with this Application. The Transportation Coordinator will ensure congregates are fully informed of 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. The Transportation Coordinator will disseminate information to all congregants showing the location of the available parking facilities and the days/hours of operation for each. Additionally, the Transportation Coordinator will monitor the immediately surrounding area during religious services and events held on the Property to enforce compliance and ensure no cars are parked in such a manner as to block neighborhood driveways.

Chabad will also work to keep an open dialogue with the community. In order to provide community members with a forum to express any concerns that they may have, Chabad will hold semi-annual neighborhood meetings. These meetings will be held at a nearby facility and will be advertised through the Montrose Civic Association's listserve. Chabad's mission is to support the community and as such, the Applicant is committed to working 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 modifications proposed by this Amendment are the expansion of the existing driveway and installation of two short-term bicycle racks, in order to bring the parking into compliance with the standards of Sections 25.16.03 and 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. 105' 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 and installation of bike racks will be 27 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 ("NRI/FSD") and Forest Conservation Plan ("FCP") (No. 2009-00004) were approved for the Property on September 10, 2008. In connection with this Amendment, the Applicant is submitting an amended FCP to reflect all existing and proposed site conditions.

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. Per the City's CTR guidelines, the CTR submitted with this Amendment need only contain an introduction and description of proposed transportation features on-site.

According to the Adequate Public Facilities Standards, dated June 1, 2015 (Exhibit "A") 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 nine (9) parking spaces.¹ 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 additional off-site parking spaces (collectively the "Shared Parking Agreements"). The Shared Parking Agreements authorize the Applicant to utilize up to 14 off-site parking spaces on the Office Property, after 6:00 PM Monday through Friday, and on the weekends; and to utilize seven (7) parking spaces at the Rollins Park Apartments and Clubhouse Property during the week between the hours of 9:00 AM and 6:30 PM. The location and availability of the Shared Parking Facilities are illustrated on Exhibit "B". The Shared Parking Agreements are attached

¹ Section 25.16.03.e of the Zoning Ordinance provides that "[n]o parking spaces are required for a building used by a congregation on a lot of 12,000 square feet or less, whose religious beliefs prohibit the use of motor vehicles in traveling to and from religious services on the Sabbath and principal religious holidays.... Such a building must, however, provide two (2) off-street parking spaces on its property. Other uses that may be located on the property that involve activities on days other than the Sabbath must provide off-street parking in accordance with this Article 16..." Accordingly, the Zoning Ordinance does not require parking to be provided for the religious services because a central tenant of the orthodox teaching and beliefs is that members should not drive motor vehicles to the site when attending religious services on the Sabbath or principle religious holidays. However, this Amendment proposes additional ancillary religious uses that will require a total of nine (9) parking spaces.

hereto as Exhibit "C". 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. As illustrated above, this Amendment satisfies the requirements of the Zoning Ordinance. In fact, the Applicant is providing a surplus of parking during the evenings and on weekends, when the majority of the religious services, events and ancillary religious uses take place.

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.

Section 25.16.03.d requires two (2) short-term bicycle parking spaces per 2,000 square feet of gross floor area and one (1) long term bicycle parking space per 4,000 square feet of gross floor area. To encourage congregants to utilize this mode of transportation when accessing the Property, the Applicant will provide two bike racks, which can accommodate up to four (4) short-term bike parking spaces, and one (1) long-term bike space. Long-term bike storage will be accommodated in a secure shed in the backyard, located within 300 feet of the building entrance. The bicycle facilities proposed by this Amendment are intended to further lessen the vehicular parking demand of the proposed use.

VII. Signage

There are no signs currently located on the Property. The Applicant is not proposing any signage on the Property at this time. Any future signage installed on the Property will comply with the sign regulations contained in Article 18 of the City of Rockville Zoning Ordinance.

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 service use will not be expanded by the proposed Amendment.

IX. Stormwater Management

In accordance with Section 25.16.06 and comments from the Department of Public Works, 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. The Applicant is also proposing to install two bike racks in front of the Chabad House. These are 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.

To better serve its community, which includes mostly Israeli people that live in the surrounding area, 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. The Applicant also is seeking to provide ancillary religious uses that are customarily or formally associated with the uses of the synagogue.

The proposed use of the Property will continue to be compatible with the surrounding neighborhood. Through this Amendment, the Applicant has attempted, where feasible, to provide as much specificity as possible with respect to the proposed use of the Property. This specificity will provide the community with a greater degree of certainty as to the days and hours of operation of the synagogue, while also ensuring Chabad has the flexibility needed to adequately serve its community. The Applicant will ensure that all activities and events adhere (to the greatest extent possible) to the schedules proposed.

Although additional uses are proposed by this Amendment, the proposed uses are relatively minor in scale (*e.g.* between 10 and 25 individuals) and none of the uses will overlap. As such, the Amendment will not result in a significantly greater level activity on-site. 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 – events that are too large to be held on the Property include High Holiday events such as Rosh Hashanah and Yom Kippur. Accordingly, the modest activities proposed by this Amendment are in keeping with the character of the surrounding area and will continue to be compatible with the surrounding neighborhood.

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 community. 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 (Friday and Saturdays) and religious holidays (High Holidays, irrespective of day/time). 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. Through this program, members volunteer in the surrounding community once a month, including visiting the elderly residents at the nearby Hebrew Home, performing 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. There are adequate public facilities to service the Property – as discussed above, the Amendment will not result in an increase in the water/sewer demand. 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 and to add two short-term bike racks in front of the Chabad House. One street tree will be impacted by the proposed widening of the driveway apron – the Applicant will mitigate this impact through payment of a fee.

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. The religious use of the Property, which is permitted by-right in the R-75 Zone, is compatible with the surrounding residential uses.

In pursuing this Site Plan Amendment, the Applicant has attempted to be very specific as to the proposed use of the Property, to set clear parameters and expectations for the use. The Applicant is committed to being a good neighbor and has taken steps to ensure the proposed uses will be compatible with the surrounding neighborhood and, as discussed in this Statement, has attempted, to the best of its ability, to address concerns that have been raised by the community.

As a result of characteristics inherent in the proposed use, the Chabad House will not generate a significant amount of parking demand or traffic. To alleviate concerns regarding parking on the neighborhood streets, the Applicant has entered into Shared Parking Agreements that will provide ample parking to accommodate the proposed use. As discussed above, the Zoning Ordinance does not require parking to be provided for the religious service use of the Property, because a central tenant of the orthodox teaching and beliefs is that members should not drive motor vehicles to the site when attending religious services on the Sabbath or principle religious holidays. However, the Zoning Ordinance requires a total of nine (9) parking spaces for the additional ancillary religious uses proposed by this Amendment. A total of nine (9) parking spaces will be available for congregants to use between the hours of 9:00 am and 6:30 pm, Monday through Friday, and up to 16 spaces will be available for users of the Chabad House after 6:00 pm, Monday through Friday, and on weekends.

In response to community concerns, the Applicant will assign a Transportation Coordinator to ensure that all families are educated about the location of the parking facilities. Additionally, the Transportation Coordinator will monitor the adjacent neighborhood streets during religious services and events to enforce compliance and ensure no cars are blocking resident driveways. Additionally, to lessen traffic impacts of the proposed use, none of the activities on the Property will overlap.

To address concerns regarding noise, the Applicant has committed to restrict all outdoor activities to the rear yard and prohibit outdoor use of the Property during the spring and summer months after 9:00PM and during fall and winter months after 7:00PM. Chabad will also hold semi-annual neighborhood meetings to establish an open line of communication with the community. These meetings will be held at a nearby facility and will be advertised through the Montrose Civic Association's listserve. Chabad's mission is to support the community. The Applicant is committed to working with the community to ensure the Chabad House operates successfully at this location.

As discussed in detail, the Applicant has taken steps to ensure the religious services and events proposed in this Application will not adversely affect the surrounding neighborhood. Based on the characteristics of the use, the Chabad House will continue to be compatible with the surrounding neighborhood.

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"

Adequate Public Facilities Standards

Rockville, Maryland

June 1, 2015

Adopted by Resolution 06-15

III.C. Fire and Emergency Service Protection

For all proposed development, the time required for an emergency call to be received and processed, and for emergency apparatus from at least two (2) Fire and Rescue Service stations to arrive at the site of the proposed development, shall be no more than ten (10) minutes. Service areas and adequacy will be determined based upon the latest data provided by Montgomery County Fire and Rescue Service.

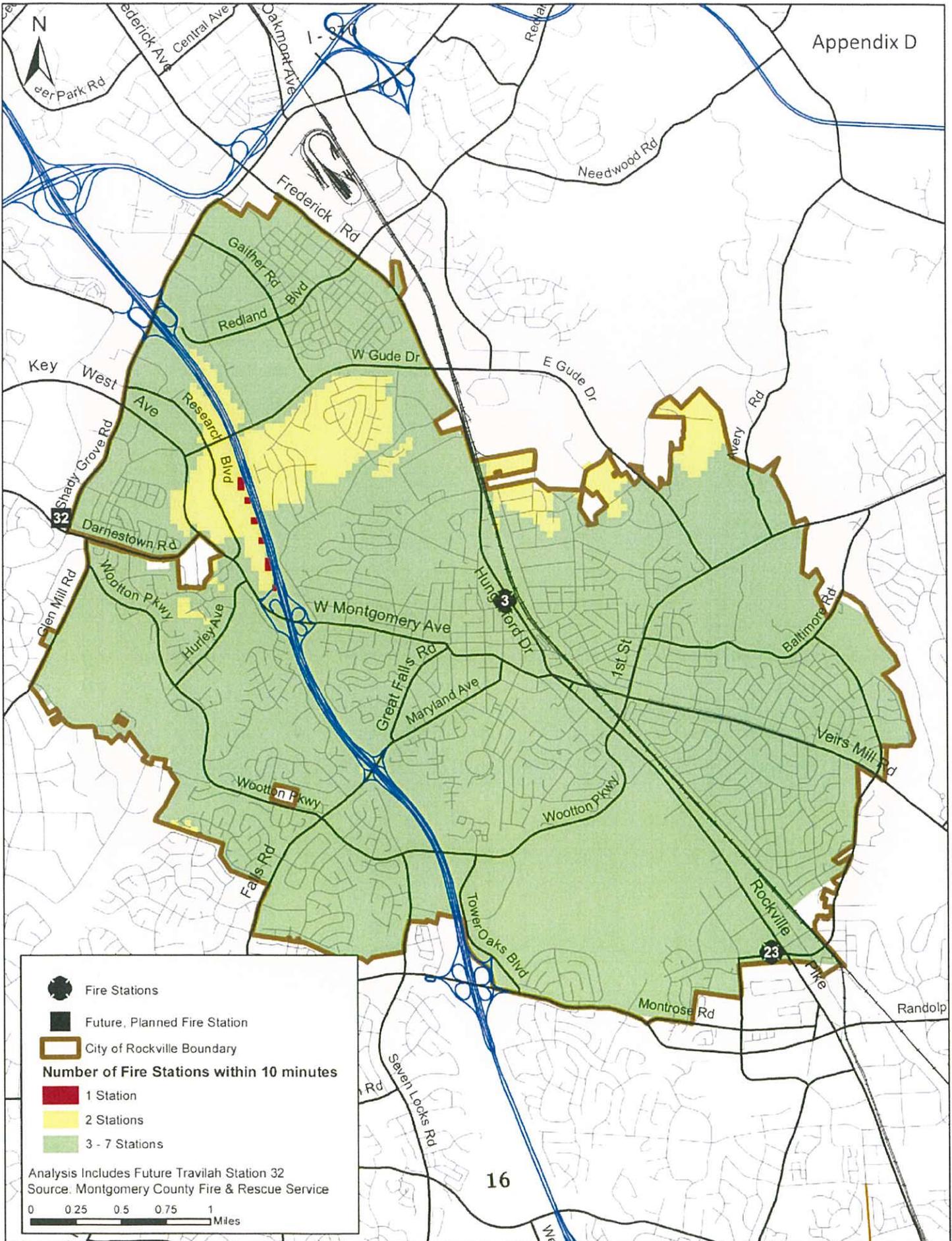
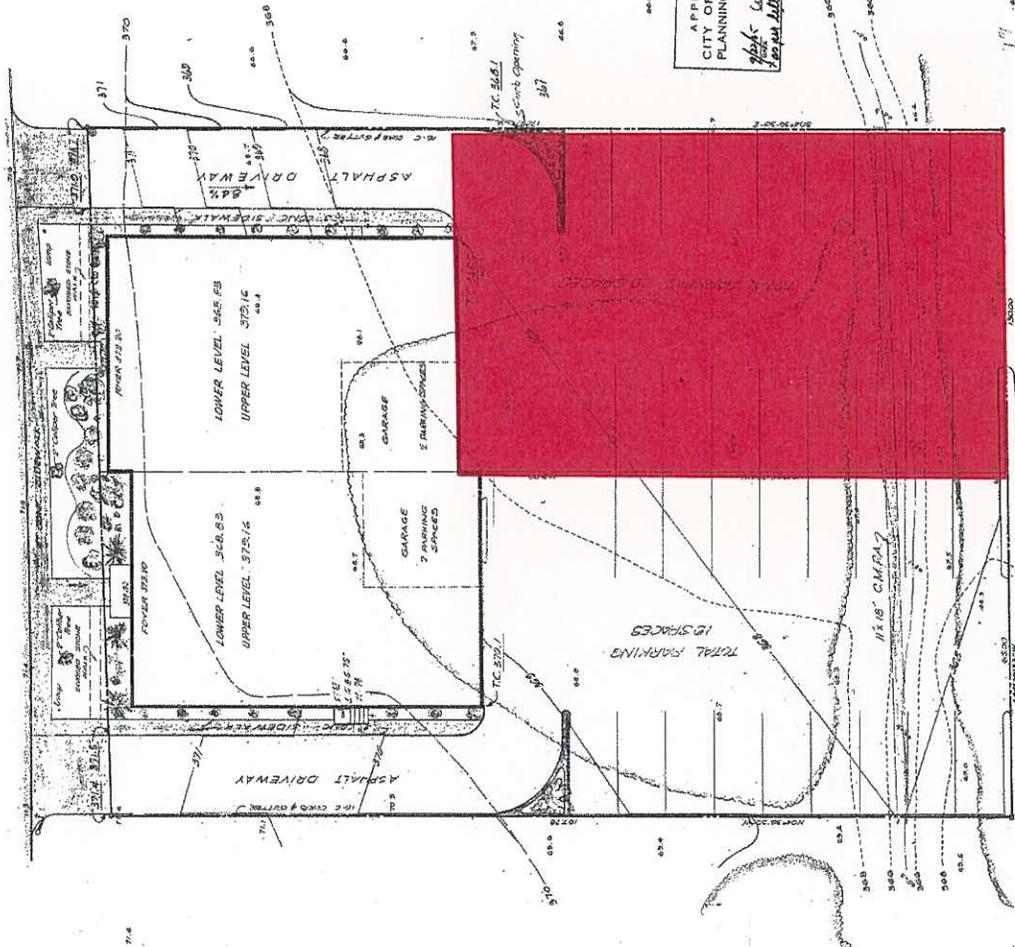


Exhibit "B"

ROLLINS AVENUE

ROLLINS AVENUE

ROLLINS AVENUE



OWNER: 1000-1000 DRIVE, IN SOUTH SIDE OF C.E.P. PARKWAY, N. 3384
 E.L. 3746

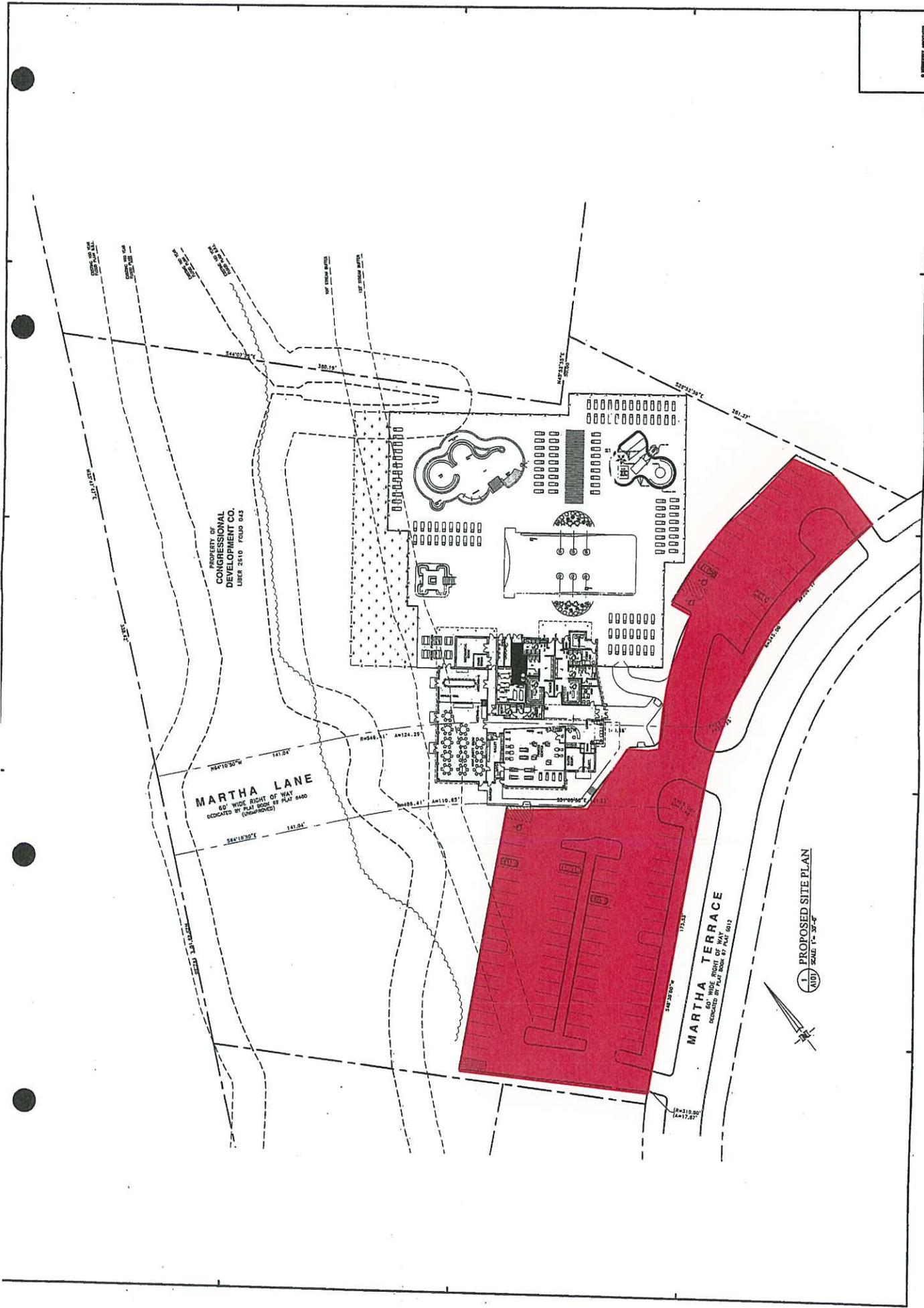
NO.	DATE	BY	CHKD.	DESCR.
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2	07/22/01	AW	AW	PREP. PRELIM. PLAN
3	07/22/01	AW	AW	PREP. PRELIM. PLAN
4	07/22/01	AW	AW	PREP. PRELIM. PLAN

28.870
 29.440
 29.441

APPROVED BY
 CITY OF ROCKVILLE
 PLANNING COMMISSION
 10/15/01
 10/15/01

PROPOSED
 SITE DEVELOPMENT
 PLAN

BOUNDARY & TOPOGRAPHIC SURVEY PART OF PARCEL 3 MONTRÖSE MONTGOMERY COUNTY, MARYLAND	
SCALE: 1"=40'	DATE: JUNE, 1988
HANSON & ASSOCIATES, INC. LAND SURVEYORS & ENGINEERS 100 CONVENTIONAL JARROLD LANE ROCKVILLE, MARYLAND - PHONE: 427-7670	
DESIGNED BY: [Signature]	DATE: [Date]
CHECKED BY: [Signature]	DATE: [Date]
APPROVED BY: [Signature]	DATE: [Date]
DATE: [Date]	DATE: [Date]



Clubhouse Property Shared Parking



**CHABAD SITE PLAN AMENDMENT
AVAILABLE PARKING FACILITIES**

Ancillary Religious Uses Proposed by this Site Plan Amendment

Use	Hours	Number of Individuals Anticipated	Parking Availability
Morning Prayer Service	9:00 - 10:30 AM (During weekdays and on Sunday)	Up to 15 adults are anticipated to attend morning prayer service, of which approximately 7 will arrive by walking.	<ul style="list-style-type: none"> • Two (2) parking spaces are available at the Chabad House. • Seven (7) parking spaces will be available during the week at the Rollins Congressional Clubhouse or Rollins Park Apartments starting at 9:00 AM, for the duration of the use. • 14 parking spaces will be available at 170 Rollins Avenue on weekends.
Bat Mitzvah Club (Girls)	5:00 - 6:30 PM (weekdays)	Up to 10 children, of which approximately 6 will arrive by walking.	<p>No parking needed – children being dropped off and picked up or walking to the site. Regardless, parking is available as follows:</p> <ul style="list-style-type: none"> • Seven (7) parking spaces will be available at the Rollins Congressional Clubhouse or Rollins Park Apartments until 6:30PM. • Up to 14 parking spaces will be available at 170 Rollins Avenue after 6:00 PM, for the duration of the use. • Two (2) parking spaces are available at the Chabad House.
Bar Mitzvah Club (Boys), one day per month on weekdays	5:30 - 7:00 PM (weekdays)	Up to 14 children, of which approximately 7 will arrive by walking.	<p>No parking needed – children being dropped off and picked up or walking to the site. Regardless, parking is available as follows:</p>

			<p>follows:</p> <ul style="list-style-type: none"> • Seven (7) parking spaces will be available at the Rollins Congressional Clubhouse or Rollins Park Apartments until 6:30PM. • Up to 14 parking spaces will be available at 170 Rollins Avenue after 6:00 PM. • Two (2) parking spaces are available at the Chabad House.
Teen Volunteer Club	7:00 - 8:30 PM (weekdays)	Up to 25 children, of which approximately 12 will arrive by walking.	<p>No parking needed – children being dropped off and picked up. Regardless, parking is available as follows:</p> <ul style="list-style-type: none"> • Up to 14 parking spaces will be available at 170 Rollins Avenue after 6:00 PM. • Two (2) parking spaces are available at the Chabad House.
Adult Religious Lectures	7:00 - 9:00 PM (weekdays and weekends)	Up to 25 adults are anticipated for the adult religious lectures, of which approximately 15 will arrive by walking.	<ul style="list-style-type: none"> • Two (2) parking spaces are available at the Chabad House. • Up to 14 parking spaces will be available at 170 Rollins Avenue after 6:00 PM, for the duration of the use.
Religious Studies (Children)	4:30 - 7:00 PM (weekdays)	A maximum of 25 students will be present for religious studies at any given time, of which approximately 15 will be walking from the nearby school bus stop.	<p>No parking needed – children being dropped off and picked up or arriving by bus/ walking. Regardless, parking is available as follows:</p> <ul style="list-style-type: none"> • Seven (7) parking spaces will be available at the Rollins Congressional Clubhouse or Rollins Park Apartments until 6:30PM. • Up to 14 parking spaces will be available at 170 Rollins Avenue after

				6:00 PM, for the duration of the use. <ul style="list-style-type: none"> Two (2) parking spaces are available at the Chabad House.
Religious Studies (Adult)	8:30 - 10:00 PM (weekdays and Sunday)	Up to 15 adults are anticipated to attend the religious studies, of which approximately 5 will arrive by walking.		<ul style="list-style-type: none"> Two (2) parking spaces are available at the Chabad House. Up to 14 parking spaces will be available at the 170 Rollins Avenue after 6:00 PM, for the duration of the use.
Women's Religious Class	7:30 - 9:30 PM (weekdays)	Up to 25 adults are anticipated to attend the women's religious class, of which approximately 10 will arrive by walking.		<ul style="list-style-type: none"> Two (2) parking spaces are available at the Chabad House. Up to 14 parking spaces will be available at the 170 Rollins Avenue after 6:00 PM, for the duration of the use.
The Applicant is requesting flexibility to hold additional religious services and events that may arise, up to three times per month.		These religious services and events will be small and will generate fewer than 30 trips.		<ul style="list-style-type: none"> Two (2) parking spaces are available at the Chabad House. Seven (7) parking spaces will be available at the Rollins Congressional Clubhouse or Rollins Park Apartments between 9:00AM and 6:30PM. Up to 14 parking spaces will be available at the 170 Rollins Avenue on weekdays, after 6:00 PM, and on weekends.

Religious Service Use

Use	Hours	Number of Vehicle Trips Anticipated	Parking Availability
Religious Services	Friday evening, 6:00 - 8:30 PM	A central tenant of the orthodox teaching and beliefs is that members should not drive motor	While most congregants will walk to religious services, in observance of the orthodox beliefs, parking will be available as follows:

		vehicles to the site when attending religious services.	<ul style="list-style-type: none"> Up to 14 parking spaces will be available at 170 Rollins Avenue after 6:00 PM, for the duration of the use. Two (2) parking spaces will be available on the Chabad property.
Religious Services	Saturday morning, 9:00 - 2:00 PM	A central tenant of the orthodox teaching and beliefs is that members should not drive motor vehicles to the site when attending religious services.	<p>While most congregants will walk to religious services, in observance of the orthodox beliefs, parking will be available as follows:</p> <ul style="list-style-type: none"> Up to 14 parking spaces will be available at 170 Rollins Avenue on the weekend, for the duration of the use. Two (2) parking spaces will be available on the Chabad property.
Religious Services	Saturday evening, 4:30-8:30 PM	A central tenant of the orthodox teaching and beliefs is that members should not drive motor vehicles to the site when attending religious services.	<p>While most congregants will walk to religious services, in observance of the orthodox beliefs, parking will be available as follows:</p> <ul style="list-style-type: none"> Up to 14 parking spaces will be available at 170 Rollins Avenue on the weekend, for the duration of the use. Two (2) parking spaces will be available on the Chabad property.
Religious Services	Religious Holidays, Morning Service, 9:00 - 2:00 PM	A central tenant of the orthodox teaching and beliefs is that members should not drive motor vehicles to the site when attending religious services.	<p>While most congregants will walk to religious services, in observance of the orthodox beliefs, parking will be available as follows:</p> <ul style="list-style-type: none"> If the Holiday falls on a week day, seven (7) parking spaces will be available at the Rollins Congressional Clubhouse or Rollins Park Apartments at 9:00AM for the duration of the use. If the holiday falls on a weekend, up to

<p>Religious Services</p>	<p>Religious Holidays, Afternoon Service, 4:30 - 8:30 PM</p>	<p>A central tenant of the orthodox teaching and beliefs is that members should not drive motor vehicles to the site when attending religious services.</p>	<p>14 parking spaces will be available at 170 Rollins Avenue.</p> <ul style="list-style-type: none"> At all times, two (2) parking spaces will be available on the Chabad property. 	<p>While most congregants will walk to religious services, in observance of the orthodox belief, parking will be available as follows:</p> <ul style="list-style-type: none"> If the Holiday falls on a week day, seven (7) parking spaces will be available at the Rollins Congressional Clubhouse or Rollins Park Apartments from 9:00 AM until 6:00 PM. If the holiday falls on a weekend, up to 14 parking spaces will be available at 170 Rollins Avenue. At all times, two (2) parking spaces will be available on the Chabad property.
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Exhibit "C"

SHARED PARKING FACILITY AGREEMENT

THIS AGREEMENT, made this 23rd day of FEB, 2016 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.

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"), as shown on EXHIBIT "A".

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"), as shown on EXHIBIT "B".

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 STP2016-00278 contemplates the continued operation of the Chabad House as a synagogue, with expanded hours and days of operation, as well as ancillary religious uses related to the synagogue throughout the Chabad House.

WHEREAS, Major Site Plan Amendment STP2016-00278 would require 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 fourteen (14) 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 6:00 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 Major Site Plan Amendment STP2016-00278.

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 as shown on EXHIBIT "C", attached hereto and incorporated herein by reference, shall be available to users of Chabad after 6:00 PM Monday through Friday and on weekends. Specifically, Chabad shall be entitled to utilize up to a maximum of fourteen (14) 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 STP2016-00278 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 Site Plan Amendment with the City of Rockville, if needed.

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, pursuant to Paragraph 5, Chabad will notify the City of Rockville within two (2) business days and attempt to 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

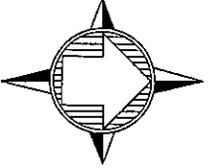
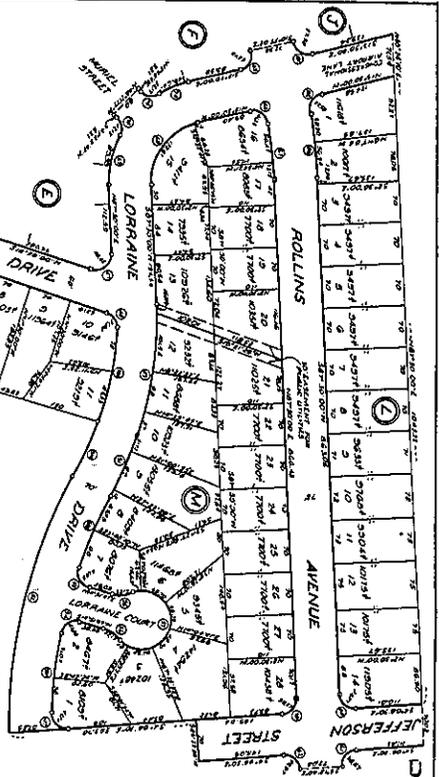
2-23-16
Date



by Jill Pogach Michaels, Esq.
ROLLINS AVENUE 170 LLC

2/23/16
Date

EXHIBIT "A"



GRID DATA

GRID	SECTION	TOWNSHIP	RANGE	BLK	LOT	ACRES	OWNER	REMARKS
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ENGINEER'S 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. Lewis, Inc. and The Lee Butler Company, 1952, and recorded among the records of Montgomery County, Maryland, in Liber 2609 of Folio 45, and that the pieces marked "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", "AA", "AB", "AC", "AD", "AE", "AF", "AG", "AH", "AI", "AJ", "AK", "AL", "AM", "AN", "AO", "AP", "AQ", "AR", "AS", "AT", "AU", "AV", "AW", "AX", "AY", "AZ", "BA", "BB", "BC", "BD", "BE", "BF", "BG", "BH", "BI", "BJ", "BK", "BL", "BM", "BN", "BO", "BP", "BQ", "BR", "BS", "BT", "BU", "BV", "BW", "BX", "BY", "BZ", "CA", "CB", "CC", "CD", "CE", "CF", "CG", "CH", "CI", "CJ", "CK", "CL", "CM", "CN", "CO", "CP", "CQ", "CR", "CS", "CT", "CU", "CV", "CW", "CX", "CY", "CZ", "DA", "DB", "DC", "DD", "DE", "DF", "DG", "DH", "DI", "DJ", "DK", "DL", "DM", "DN", "DO", "DP", "DQ", "DR", "DS", "DT", "DU", "DV", "DW", "DX", "DY", "DZ", "EA", "EB", "EC", "ED", "EE", "EF", "EG", "EH", "EI", "EJ", "EK", "EL", "EM", "EN", "EO", "EP", "EQ", "ER", "ES", "ET", "EU", "EV", "EW", "EX", "EY", "EZ", "FA", "FB", "FC", "FD", "FE", "FF", "FG", "FH", "FI", "FJ", "FK", "FL", "FM", "FN", "FO", "FP", "FQ", "FR", "FS", "FT", "FU", "FV", "FW", "FX", "FY", "FZ", "GA", "GB", "GC", "GD", "GE", "GF", "GG", "GH", "GI", "GJ", "GK", "GL", "GM", "GN", "GO", "GP", "GQ", "GR", "GS", "GT", "GU", "GV", "GW", "GX", "GY", "GZ", "HA", "HB", "HC", "HD", "HE", "HF", "HG", "HH", "HI", "HJ", "HK", "HL", "HM", "HN", "HO", "HP", "HQ", "HR", "HS", "HT", "HU", "HV", "HW", "HX", "HY", "HZ", "IA", "IB", "IC", "ID", "IE", "IF", "IG", "IH", "II", "IJ", "IK", "IL", "IM", "IN", "IO", "IP", "IQ", "IR", "IS", "IT", "IU", "IV", "IW", "IX", "IY", "IZ", "JA", "JB", "JC", "JD", "JE", "JF", "JG", "JH", "JI", "JJ", "JK", "JL", "JM", "JN", "JO", "JP", "JQ", "JR", "JS", "JT", "JU", "JV", "JW", "JX", "JY", "JZ", "KA", "KB", "KC", "KD", "KE", "KF", "KG", "KH", "KI", "KJ", "KL", "KM", "KN", "KO", "KP", "KQ", "KR", "KS", "KT", "KU", "KV", "KW", "KX", "KY", "KZ", "LA", "LB", "LC", "LD", "LE", "LF", "LG", "LH", "LI", "LJ", "LK", "LL", "LM", "LN", "LO", "LP", "LQ", "LR", "LS", "LT", "LU", "LV", "LW", "LX", "LY", "LZ", "MA", "MB", "MC", "MD", "ME", "MF", "MG", "MH", "MI", "MJ", "MK", "ML", "MM", "MN", "MO", "MP", "MQ", "MR", "MS", "MT", "MU", "MV", "MW", "MX", "MY", "MZ", "NA", "NB", "NC", "ND", "NE", "NF", "NG", "NH", "NI", "NJ", "NK", "NL", "NM", "NN", "NO", "NP", "NQ", "NR", "NS", "NT", "NU", "NV", "NW", "NX", "NY", "NZ", "OA", "OB", "OC", "OD", "OE", "OF", "OG", "OH", "OI", "OJ", "OK", "OL", "OM", "ON", "OO", "OP", "OQ", "OR", "OS", "OT", "OU", "OV", "OW", "OX", "OY", "OZ", "PA", "PB", "PC", "PD", "PE", "PF", "PG", "PH", "PI", "PJ", "PK", "PL", "PM", "PN", "PO", "PP", "PQ", "PR", "PS", "PT", "PU", "PV", "PW", "PX", "PY", "PZ", "QA", "QB", "QC", "QD", "QE", "QF", "QG", "QH", "QI", "QJ", "QK", "QL", "QM", "QN", "QO", "QP", "QQ", "QR", "QS", "QT", "QU", "QV", "QW", "QX", "QY", "QZ", "RA", "RB", "RC", "RD", "RE", "RF", "RG", "RH", "RI", "RJ", "RK", "RL", "RM", "RN", "RO", "RP", "RQ", "RR", "RS", "RT", "RU", "RV", "RW", "RX", "RY", "RZ", "SA", "SB", "SC", "SD", "SE", "SF", "SG", "SH", "SI", "SJ", "SK", "SL", "SM", "SN", "SO", "SP", "SQ", "SR", "SS", "ST", "SU", "SV", "SW", "SX", "SY", "SZ", "TA", "TB", "TC", "TD", "TE", "TF", "TG", "TH", "TI", "TJ", "TK", "TL", "TM", "TN", "TO", "TP", "TQ", "TR", "TS", "TT", "TU", "TV", "TW", "TX", "TY", "TZ", "UA", "UB", "UC", "UD", "UE", "UF", "UG", "UH", "UI", "UJ", "UK", "UL", "UM", "UN", "UO", "UP", "UQ", "UR", "US", "UT", "UU", "UV", "UW", "UX", "UY", "UZ", "VA", "VB", "VC", "VD", "VE", "VF", "VG", "VH", "VI", "VJ", "VK", "VL", "VM", "VN", "VO", "VP", "VQ", "VR", "VS", "VT", "VU", "VV", "VW", "VX", "VY", "VZ", "WA", "WB", "WC", "WD", "WE", "WF", "WG", "WH", "WI", "WJ", "WK", "WL", "WM", "WN", "WO", "WP", "WQ", "WR", "WS", "WT", "WU", "WV", "WW", "WX", "WY", "WZ", "XA", "XB", "XC", "XD", "XE", "XF", "XG", "XH", "XI", "XJ", "XK", "XL", "XM", "XN", "XO", "XP", "XQ", "XR", "XS", "XT", "XU", "XV", "XW", "XX", "XY", "XZ", "YA", "YB", "YC", "YD", "YE", "YF", "YG", "YH", "YI", "YJ", "YK", "YL", "YM", "YN", "YO", "YP", "YQ", "YR", "YS", "YT", "YU", "YV", "YW", "YX", "YZ", "ZA", "ZB", "ZC", "ZD", "ZE", "ZF", "ZG", "ZH", "ZI", "ZJ", "ZK", "ZL", "ZM", "ZN", "ZO", "ZP", "ZQ", "ZR", "ZS", "ZT", "ZU", "ZV", "ZW", "ZX", "ZY", "ZZ"

Montgomery County Board of Education

NOT: The area designated as public use by this plan is shown.

OWNER'S DEDICATION

The Congressional Development Inc., a Maryland Corporation, by Milton Rosenberg, President, and Stanley Kaban Secretary, owners of the property shown herein, hereby accept this plan of subdivision, establish the minimum lot area of 10,000 sq. ft. and dedicate the streets to public use.

Date: April 4, 1960

Attest: *Stanley Kaban* Secretary
Milton Rosenberg President

By: *Stanley Kaban* Secretary
Milton Rosenberg President

Witness: *Stanley Kaban*
Milton Rosenberg

Commonwealth of Maryland
 City of Montgomery
 Department of Public Works
 Planning and Zoning Commission
 100 North 7th Street
 Montgomery, Maryland 21702
 Commission: *John P. ...*
 and Executive Officer

RECORDED

AND PART OF BLOCK-L
MONTRORSE
 MONTGOMERY COUNTY MARYLAND
 APRIL, 1960

HOENEGAY ASSOCIATES, INC.
 915 SILVER SPRING AVE.
 SILVER SPRING, MD.

EXHIBIT "B"

EXHIBIT "C"

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:

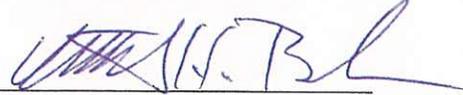
Chief of Planning
111 Maryland Avenue
Rockville, MD 20850

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



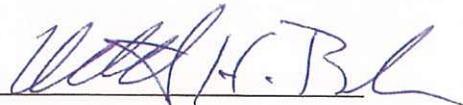
CHABAD ISRAELI CENTER
By: Rabbi Shlomo Beitsh

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"]

mf

