

**THIRD AMENDMENT TO
LAND LICENSE FOR PARKING, LOADING DOCK, AND DESIGNATED USES**

THIS THIRD AMENDMENT TO LAND LICENSE FOR PARKING, LOADING DOCK, AND DESIGNATED USES ("Land License") made this 4 day of November, 2015, by the City of Takoma Park, Maryland, a municipal corporation, ("City" or "Licensor") for the benefit of the Takoma Park-Silver Spring Cooperative, Incorporated, a Maryland corporation ("Co-op" or "Licensee").

WHEREAS, on July 28, 1998, the City and the Co-op entered into a Land License providing for the Co-op to use portions of land owned by the City at Takoma Junction for parking spaces, containerized storage, trash receptacles, and a loading dock in conjunction with the Co-op's operation of a retail grocery store known as the TPSS Co-op at 201 Ethan Allen Avenue, Takoma Park, MD 20912 ("License Area"); and

WHEREAS, in consideration for the right to use portions of the City's land for these purposes, the Land License provides for the Co-op to pay a license fee to the City; and

WHEREAS, the parties extended the Land License from Years 12 – 14 (July 1, 2009 – June 30, 2012) by an Amendment to Land License made January 11, 2010; and

WHEREAS, the parties further extended the Land License from Years 15 – 17 (July 1, 2012 – June 30, 2015) by a Second Amendment to Land License made August 7, 2012; and

WHEREAS, the parties desire to further renew the Land License and to clarify the City's right to modify, restrict or terminate the Land License.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and the Co-op agree as follows:

1. License Fees. As consideration for the Land License, the Co-op shall pay the City license fees in the following amounts:

License Fee for Year 18 (July 1, 2015 - June 30, 2016). The Co-op shall pay the City a license fee for Year 18 in the amount of \$21,800.00. This license fee shall be paid in semi-annual installments of \$10,900.00; the first semi-annual installment is due upon execution of this Third Amendment to Land License and the second semi-annual installment is due by January 1, 2016.

License Fee for Year 19 (July 1, 2016 - June 30, 2017) and Future Years. The License Fee shall increase for Year 19 and each future years of the Land License on July 1st of each year of the Land License by a cost-of-living adjustment based on the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) All Items for Washington, DC – Baltimore, MD, SMSA from the first quarter of the preceding license year to the first quarter of the next year; provided, however, any such adjustments to the License Fee shall be subject to the limitation that in no event shall the annual License Fee be

increased on an annual basis over the term hereof by more than three percent (3%) per year. If there is no increase in such CPI-W, then the license fee shall remain the same. The License fee shall be paid in semi-annual installments on July 1 and January 1 of each year of the Land License.

2. Development of License Area. The parties acknowledge that the City has chosen a developer for the redevelopment of the City property at Takoma Junction, which development will include the License Area. As part of the development of the City property at Takoma Junction, the Co-op's parking privileges, containerized storage privilege, trash receptacle storage privilege, and loading dock placement and access to all or a portion of the License Area may be modified, restricted, suspended or terminated by the City. In such event, the City will give the Co-op at least 30 days written notice of termination, restriction or modification of the Land License. The City agrees that it will employ all reasonable efforts to minimize any adverse impact of the development on the Co-op's business operations.

3. Termination or Modification of Land License. The parties may amend, modify or terminate this Land License by mutual consent. The City also retains the right, at the City's sole option to restrict or modify the Co-op's license to use all or any part of the License Area or to terminate the Land License upon 30 days' prior written notice to the Co-op. If the City terminates the License Agreement, then any License Fees paid by the Co-op in advance will be prorated to the effective date of termination.

4. Notices. Any required notices or other communications under this Land License shall be in writing and personally delivered, sent by facsimile (with delivery receipt), or mailed by certified U.S. first-class mail, return receipt requested, as follows:

If to Co-op: Takoma Park-Silver Spring Cooperative, Incorporated
Attn: General Manager
201 Ethan Allen Avenue, Takoma Park, MD 20912
Telephone (301) 891-2667 (store); Fax (301) 891-2695

If to the City: City of Takoma Park
Attn: Sara Anne Daines, HCD Director
7500 Maple Avenue, Takoma Park, MD 20912
Telephone (301) 891-7224; Fax (301) 270-4568

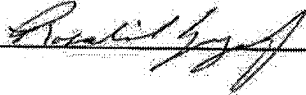
Either party may change the person, address, phone, or fax, for notices to the other party by a notice in writing to the other. Any notices under this Land License shall be deemed given when the notice is delivered to the other party or, for notices given by mail, three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail.

5. Exhibit A. The attached Exhibit "A" (Site Plan) shows the License Area and the location of the Co-op's parking spaces, loading dock, and trash container on the License Area. This Site Plan replaces Exhibit "A", Takoma Junction Development Parking Lot Plan, of the July 28, 1998 Land License Agreement.

6. Provisions of July 28, 1998 Land License. All other provisions of the Land License for Parking, Loading Dock, and Designated Uses made July 28, 1998, not changed or amended by this Third Amendment to Land License shall remain in full force and effect.

IN WITNESS WHEREOF, Licensor and Licensee have signed this Third Amendment to Land License effective on the day and year first above written.

Attest:



CITY OF TAKOMA PARK, MARYLAND,
Licensor

By:  (SEAL)
Suzanne R. Ludlow, City Manager

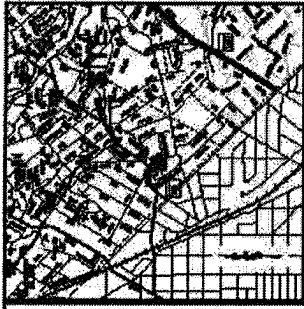
Date signed: 11-4-15

Attest:

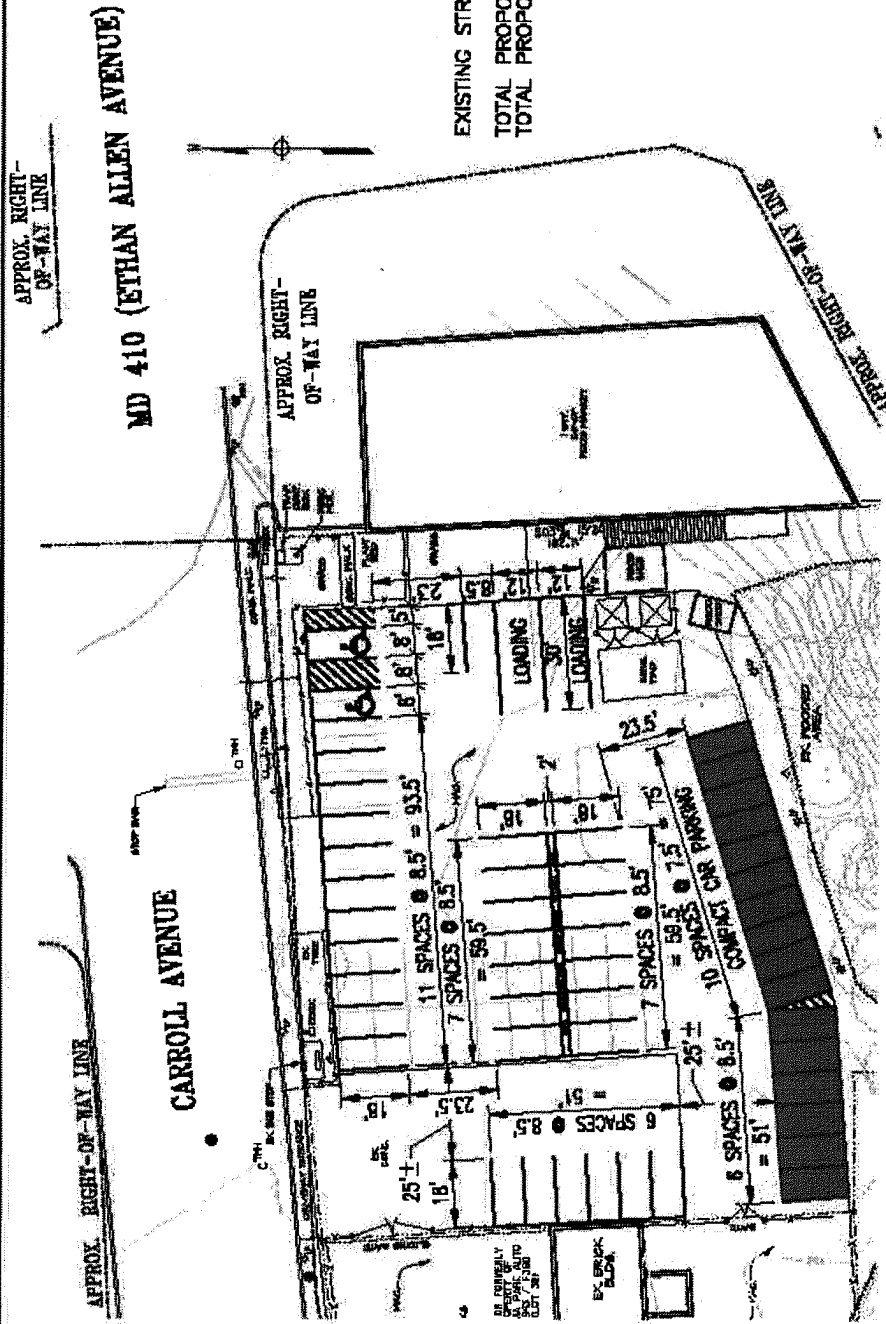
TAKOMA PARK-SILVER SPRING
COOPERATIVE, INCORPORATED, Licensee

By:  (SEAL)
Print Name and Title: GM

Date signed: 11/2/15



EXISTING STRIPED PARKING SPACES = 34
 TOTAL PROPOSED PARKING SPACES = 50
 TOTAL PROPOSED LOADING SPACES = 2



*Red parking spaces leased by TPSS Co-op



CITY OF CALUMIA - PARKING LOT DESIGN

PARKING LOT LAYOUT PLAN - OPTION 4

Drawn: SAZ Check: RHH Scale: 1" = 30'

Drawing Title

Drawing No.

Date: 10/25/12

Sheet 1 of 1