



## COMMUNITY BENEFIT AGREEMENT

### COMMUNITY NON-PROFIT SPACE (Section 27-5102(f)(A)(vii)(bb))

This Community Benefit Agreement ("**Agreement**") is dated as of March 28, 2025 (the "**Effective Date**") by and between the PRINCE GEORGE'S COUNTY COUNCIL, SITTING AS THE DISTRICT COUNCIL (the "**District Council**"), acting through its duly authorized Council Chair, having its principal place of business at Wayne K. Curry Administration Building, 1301 McCormick Drive, Largo, Maryland 20774, SSZ BOWIE SELF STORAGE LLC, , a Maryland limited liability company ("**SSZ Bowie**"), having its principal place of business at 8391 Old Courthouse Road, Suite 210, Vienna, Virginia 22182, and CASA/PRINCE GEORGES COUNTY, INC., a Maryland non-profit corporation ("**CASA**"), having its principal place of business at 6811 Kenilworth Avenue, Suite 402, Riverdale, Maryland 20737. Each of the District Council, SSZ Bowie and Casa are referred to herein as a "**Party**" and collectively as the "**Parties**".

#### RECITALS

WHEREAS, SSZ Bowie is the owner of certain real property located at 16200 Old Central Avenue, Upper Marlboro, Maryland 20774, in Prince George's County, Maryland, and designated as Parcel Tax Account ID No. 07-0740209 and consisting of approximately 7.93 acres of land, more or less, together with the improvements located or to be located thereon (the "**Property**").

WHEREAS, pursuant to Special Exception SE-2022-015, SSZ Bowie intends to develop, construct and operate, a consolidated storage facility (the "**Facility**") on the Property for use by SSZ Bowie for consolidated storage (as defined in Subtitle 27 of the Prince George's County Code (the "**Zoning Ordinance**")), and pursuant to the terms of the Zoning Ordinance and a certain condition of approval of SE-2022015, SSZ Bowie is required to provide a minimum of 1,500 square feet of Community Non-Profit Space (as defined in the Zoning Ordinance) for use by a Community Non-Profit Organization (as defined in the Zoning Ordinance).

WHEREAS, CASA is a non-profit community service agency, social service, or arts organization that is primarily available to the public for educational, recreational, community service, social service, or other civic purposes, and not operated for profit.

WHEREAS, subject to the terms and conditions of this Agreement and the Community Non-Profit Space Lease Agreement by and between SSZ Bowie and CASA (the "**Lease Agreement**", attached hereto as Exhibit "A"), SSZ Bowie intends to lease to CASA, and CASA desires to lease from SSZ Bowie, (i) the interior community/office space containing not less than 1,500 square feet located on the ground level of the Facility, as more particularly described in the Lease Agreement (the "**Community Non-Profit Space**"), and (ii) the self-storage unit as more particularly described in the Lease Agreement (collectively, the "**Storage Unit**" and together with the Community Non-

Profit Space, collectively, the "**Leased Premises**") during the Lease Term (therein defined in Exhibit "A") solely for the Permitted Use (therein defined in Exhibit "A").

WHEREAS, Section 27-5102(f)(A)(vii)(bb) of the Zoning Ordinance, among other things, occupancy and use of the Community Non-Profit Space shall be subject to a Community Benefit Agreement executed by the property owner and Community Non-Profit Organization, as approved by the District Council. Said Community Benefit Agreement shall be binding on all successors, heirs, and assigns of the property.

WHEREAS, the Parties intend for this Agreement to be entered into by SSZ Bowie, CASA, and the District Council in connection herewith, to satisfy the requirements of the Zoning Ordinance and any conditions of approval with respect to SSZ Bowie's use of the Facility for Consolidated Storage (as defined in the Zoning Ordinance) for the provision of Community Non-Profit Space to CASA as a Community Non-Profit Organization.

NOW, THEREFORE, for and in consideration of the promises herein exchanged and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. SSZ Bowie acknowledges and agrees to lease the Leased Premises to CASA, upon the covenants, conditions, limitations and agreements therein contained in the Lease Agreement (attached hereto as Exhibit "A"), and the monthly base rent payable during the Lease Term shall be Zero and 00/100 Dollars (\$0.00). For purposes of clarity, except as otherwise specifically provided herein, CASA shall have no obligation to pay any compensation, cost or expense to SSZ Bowie for the use and occupancy of the Leased Premises, including, without limitation, any pass-through costs or expenses relating to Landlord's taxes, utilities, insurance, management, maintenance, repair or replacement of all or any portion of the Facility.
2. SSZ Bowie acknowledges and agrees to provide the Leased Premises to CASA on the Commencement Date as stated in the Lease Agreement and all of work to construct the Facility is substantially completed pursuant to the terms and conditions of the Lease Agreement.
3. The Community Non-Profit Space shall be used by CASA solely as "Community Non-Profit Space" under the Zoning Ordinance (the "**Permitted Use**"), i.e., "Building space leased to a non-profit community service agency, social service, or arts organization that is primarily available to the public for educational, recreational, community service, or other civic purposes, and not operated for profit." In addition, the Storage Unit shall be used by CASA in accordance with SSZ Bowie's standard terms and conditions with respect to the rental of storage units at the Facility by its customers. In all events, CASA shall use the Leased Premises in accordance with applicable laws, codes, rules and regulations and the terms of the Lease Agreement. CASA acknowledges and agrees, and warrants to SSZ Bowie and the District Council that, at all times during its lease of

the Leased Premises, CASA shall qualify as a Community Non-Profit Organization (as defined in the Zoning Ordinance).

4. SSZ Bowie acknowledges and agrees that during CASA's lease of the Lease Premises that CASA and its invitees, pursuant to the terms and conditions of the Lease Agreement, may make reasonable use of unassigned parking spaces within the designated customer parking area serving the Facility at no additional cost to CASA. CASA acknowledges and agrees, pursuant to the terms of the Lease Agreement, that the parking spaces will only be used for short-term vehicular parking purposes and no other purpose.
5. SSZ Bowie acknowledges and agrees that as part of its construction and work on the Facility, SSZ Bowie, at its sole cost and expense, shall provide adequate signage at the Facility so that the public can locate the Community Non-Profit Space in accordance with the requirements of the Zoning Ordinance. CASA acknowledges and agrees that it will not place any other sign in and upon the Community Non-Profit Space or the Facility without SSZ Bowie's prior written consent, which consent may be given or withheld in SSZ Bowie's sole discretion. CASA acknowledges and agrees that it will pay for any approved additional signs and for their installation, maintenance and removal.
6. CASA acknowledges and agrees that it will maintain, at its own cost and expense, commercial general liability insurance against claims for personal and bodily injury, death or property damage occurring on, in or as a result of the use of the Community Non-Profit Space, in an amount not less than \$1,000,000 combined single limit per occurrence with \$2,000,000 annual aggregate. CASA acknowledges and agrees that it will provide SSZ Bowie with the policy or certificate of such insurance.
7. Any notice, demand or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) United States Postal Service or certified mail (but excluding electronic mail, i.e., "e-mail") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to the District Council:                      Clerk of the Council  
Prince George's County Council, sitting as the  
District Council  
Wayne K. Curry Administration Building Prince  
George's County Office of County  
1301 McCormick Drive  
Largo, Maryland 20774  
Attention: Donna J. Brown

with copies to: Rajesh A. Kumar  
Principal Counsel  
Prince George's County Council  
Wayne K. Curry Administration Building  
Prince George's County Office of County  
1301 McCormick Drive  
Largo, Maryland 20774

If to SSZ Bowie: SSZ Bowie Self Storage LLC  
8391 Old Courthouse Road, Suite 210  
Vienna, VA 22182  
Attn: Diane Tipton Bradt

If to Casa: CASA/Prince Georges County, Inc.  
6811 Kenilworth Avenue, Suite 402  
Riverdale, Maryland 20737  
Attn: Yolanda Johnson

All notices shall be deemed to have been given and received on the date sent, if sent by hand delivery; on the first business day after the date sent, if sent by overnight commercial delivery service; three (3) days after the date sent, if sent by the United States Postal Service, certified mail, return receipt requested, postage prepaid.

8. Entire Agreement. Saving and excepting the Lease Agreement and the covenants, conditions, limitations and agreements therein contains, this Agreement supersedes all other prior and contemporaneous understandings, commitments, representations, negotiations, discussions, and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement between the parties hereto relating to the subject matter hereof
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law provisions.
10. Construction. This Agreement is the product of negotiation by the parties hereto and shall be deemed to have been drafted by such parties pursuant to the requirements of the Zoning Ordinance This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party.
11. Headings. Any headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Lease.

12. Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or portion thereof) had never been contained herein.
13. Authority. The persons executing this instrument on behalf of Parties, respectively, each represents that s/he has been duly authorized to do so by appropriate action and this Agreement is binding upon such party, its successors or assigns.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.

*[Signatures appear on the following page]*


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PRINCE GEORGE'S COUNTY COUNCIL, SITTING AS THE DISTRICT COUNCIL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SSZ BOWIE SELF STORAGE LLC

By: WSD Bowie Self Storage LLC, its Manager

By:   
Diane Tipton Bradt  
Manager

Court Appointed Special Advocates/PRINCE GEORGES COUNTY, INC.

By: Yolanda Johnson  
Yolanda Johnson  
Executive Director

**EXHIBIT A**

(Lease Agreement)