

MEMORANDUM OF UNDERSTANDING
Between the Howard County Public School System
and Columbia Concepts, LLC
Regarding Non-Exclusive Use and Maintenance of Parking Lot Adjacent to
The Source Community Center

This Memorandum of Understanding (“MOU”) is entered into by and between the Howard County Public School System (“HCPSS”) and Columbia Concepts, LLC (“Columbia Concepts”), collectively referred to as “the Parties.”

WHEREAS, Columbia Concepts is developing The Source Community Center (“The Source”), located at 10750 North Little Patuxent Parkway, Columbia, Maryland 21044, an adaptive reuse project transforming the former Columbia Flier building into a community-serving hub for education, workforce development, arts, and nonprofit services.

WHEREAS, the existing Wilde Lake Middle School parking lot (“WLMS Parking Lot”) adjacent to The Source, owned by HCPSS, contains thirty-one (31) surface parking spaces.

WHEREAS, as a material condition of this MOU, Columbia Concepts shall design, permit, and construct eight (8) additional parking spaces within the WLMS Parking Lot, at its sole cost and expense and subject to required approvals, thereby increasing the total number of parking spaces to thirty-nine (39).

WHEREAS, as a material condition of this MOU, Columbia Concepts shall, at its sole expense, design, engineer, permit, and install additional lighting along the pathway leading from WLMS and the WLMS parking lot based on an illumination study performed by a lighting consultant. The quantity and locations are to be mutually agreed upon, as determined in the lighting study. All work shall comply with applicable federal, state, and local laws and regulations.

WHEREAS, through this MOU, HCPSS agrees to grant Columbia Concepts shared use of the WLMS Parking Lot to support the operations and programs of The Source, enhancing accessibility and shared benefit for students, staff, families, and community members.

WHEREAS, the only means of vehicular and pedestrian access to the HCPSS-owned WLMS Parking Lot is the private property owned by Columbia Concepts at 10750 North Little Patuxent Parkway.

WHEREAS, Columbia Concepts agrees to provide a perpetual, non-exclusive right-of-way access through The Source property, permitting HCPSS, its employees, students, contractors, and invitees reasonable ingress and egress to and from the WLMS Parking Lot for educational, operational, and community use.

WHEREAS, HCPSS and Columbia Concepts recognize the mutual benefits of shared access to these parking facilities, including enhanced safety, convenience, accessibility, and programmatic flexibility for students, staff, families, and community members.

WHEREAS, both Parties wish to formalize their respective responsibilities related to the access, use, upkeep, and management of the shared WLMS Parking Lot.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. Purpose and Scope

The purpose of this MOU is to outline the terms of cooperation between HCPSS and Columbia Concepts regarding the (i) shared use of the WLMS Parking Lot; (ii) the perpetual right-of-way access across The Source property; (iii) the design and construction of eight (8) additional parking spaces by Columbia Concepts; and (iv) the maintenance, repair, and operational management of the WLMS Parking Lot. The WLMS Parking Lot subject to this MOU shall consist of the existing thirty-one (31) parking spaces and the eight (8) additional parking spaces to be constructed by Columbia Concepts, for a total of thirty-nine (39) parking spaces, together with associated drive aisles and access routes.

This MOU ensures that Columbia Concepts continues to have lawful access to and use of the WLMS Parking Lot owned by HCPSS.

This MOU ensures that HCPSS continues to have lawful access to its WLMS Parking Lot via private property owned by Columbia Concepts.

This MOU is not a lease, easement, or conveyance of property rights, but an agreement to cooperate for the shared benefit of both Parties and the surrounding community.

2. Property Description

The WLMS Parking Lot area subject to this MOU is located on Parcel 0280, as shown on Tax Map 15-065079 and more particularly described in Deed Book 506 at Page 213, among the Land Records of Howard County, Maryland, and being that certain parcel of land adjacent to and serving The Source located at 10750 Little Patuxent Parkway, Columbia, Maryland 21044.

The access and use privileges provided by HCPSS shall begin at the border adjoining the WLMS Parking Lot and extend to The Source property, as mutually depicted in future site plans and diagrams.

The right-of-way access provided by Columbia Concepts shall extend from the entrance drive on Little Patuxent Parkway through The Source property to the HCPSS-owned WLMS Parking Lot, as mutually depicted in future site plans and diagrams.

3. Access and Use

(a) HCPSS hereby grants Columbia Concepts access and use of the WLMS Parking Lot for events, programs, daily operations, and other activities as mutually agreed.

(b) Columbia Concepts acknowledges that such use is made possible solely by HCPSS's ownership and control of the WLMS Parking Lot and that use is granted in the spirit of community partnership.

(c) Columbia Concepts hereby grants HCPSS a perpetual, non-exclusive right-of-way for vehicular and pedestrian ingress and egress over The Source property for access to the WLMS Parking Lot.

(d) HCPSS acknowledges that such access is made possible solely by Columbia Concepts' ownership and control of the intervening private property, access is granted in the spirit of community partnership, and that no alternative vehicular access exists.

(e) Both parties agree to establish a Shared Use Group to coordinate and communicate events or activities, in advance, that may significantly impact parking availability for either party.

4. Responsibilities of Columbia Concepts

Columbia Concepts shall be responsible for the following aspects of WLMS Parking Lot upkeep, maintenance, and safety:

(a) Promote responsible use of the WLMS Parking Lot by its staff, students, and visitors.

(b) Notify HCPSS promptly of any observed safety concerns, damage, or incidents within the WLMS Parking Lot.

(c) Maintain commercial general liability insurance and name HCPSS as an additional insured for activities occurring within the WLMS Parking Lot, in accordance with the requirements set forth in Section 6 of this MOU. All insurance coverage shall meet or exceed the limits and conditions specified therein.

(d) Routine Maintenance – Regular sweeping, debris removal, and seasonal tasks such as leaf clearing and snow removal.

(e) Surface Maintenance – Prompt repair of cracks, potholes, surface damage, and restriping as needed to ensure safe use and accessibility based on the mutual determination of the Parties.

(f) Lighting and Electrical –Installation of additional lighting along the pathway leading from WLMS and the WLMS Parking Lot, as required by the illumination study performed by a qualified lighting consultant, with the quantity and locations of fixtures to be mutually agreed upon consistent with the findings of such study. All work shall comply with applicable federal, state, and local laws and regulations. Columbia Concepts shall also be responsible for the ongoing maintenance and repair of all lighting fixtures, electrical components, and related safety infrastructure serving the WLMS Parking Lot and associated access pathways.

(g) Signage and Markings – Installation and upkeep of traffic and parking signs, directional arrows, accessible parking markings, and other necessary wayfinding.

(h) Landscaping and Drainage – Upkeep of landscaping elements adjacent to the lot, clearing of storm drains, and ensuring proper water runoff.

(i) Safety and Security Measures – Regular inspections for hazards, maintenance of curbs and wheel stops, and cooperation with local law enforcement or security providers as needed.

(j) Snow and Ice Management – Timely plowing, salting, and treatment of surfaces during winter conditions to ensure safe use.

(k) Construction of Additional Parking Spaces - Columbia Concepts shall, at its sole cost and expense, design, engineer, permit, and construct eight (8) additional surface parking spaces within the WLMS Parking Lot. No construction shall commence without prior written approval of HCPSS as to design, layout, and specifications. All work shall comply with applicable zoning requirements, ADA accessibility standards, stormwater management requirements, and all other applicable federal, state, and local laws and regulations.

All construction shall be performed in a good and workmanlike manner and completed within a commercially reasonable timeframe following receipt of required approvals. Upon completion and acceptance by HCPSS's Department of Facilities Management, the additional parking spaces and all related improvements shall become the property of HCPSS and shall thereafter be subject to the shared use and maintenance provisions of this MOU.

5. Responsibilities of HCPSS

HCPSS agrees to:

(a) Promote responsible use of the WLMS Parking Lot by its staff, students, and visitors.

(b) Notify Columbia Concepts promptly of any observed safety concerns, damage, or incidents within the WLMS Parking Lot.

- (c) Review and approve proposed improvements.

6. Insurance and Indemnification

(a) Columbia Concepts agrees to maintain policies of general and professional liability insurance as appropriate, or self-insurance, with separate minimum limits of one (1) million dollars (\$1,000,000.00) per occurrence, two (2) million dollars (\$2,000,000.00) in the aggregate, to cover claims arising from the acts or omissions of Columbia Concepts, its officers, agents or employees in connection with this Agreement. Upon request from HCPSS, Columbia Concepts will provide a certificate of insurance.

(b) HCPSS agrees to maintain policies of general and professional liability insurance as appropriate, or self-insurance, to cover claims arising from the acts or omissions of HCPSS, its faculty, agents or employees. The liability of Boards of Education in Maryland is limited by the sovereign immunity laws of the state. Should such immunity be abrogated; however, the Pool would provide general liability coverage of \$1,000,000 per accident combined single limit for bodily injury and property damage.

(c) Both Parties shall also maintain Workers' Compensation insurance, as required by law, for their employees.

(d) Subject to the provisions of the Local Government Tort Claims Act, Courts and Judicial Proceedings Article, section 5-303 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as amended, and subject to the appropriation of funds, Howard County agrees to indemnify and hold harmless the Board of Education of Howard County, HCPSS, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, to the extent arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the negligent, wrongful or unlawful acts or omissions of Columbia Concepts or its employees, subcontractors, or agents under this Agreement.

(e) Subject to the provisions of the Courts and Judicial Proceedings Article, Section 5-518 of the Annotated Code of Maryland, as amended, HCPSS agrees to indemnify and hold harmless Howard County, MD and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, to the extent arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the negligent, wrongful or unlawful acts or omissions of HCPSS or its employees, subcontractors, or agents under this Agreement.

7. Term and Termination

- (a) The term of this agreement shall be ten (10) years, with renewal options for the life of the land use.
- (b) Either party may terminate this MOU upon ninety (90) days' written notice to the other party.
- (c) Termination shall not relieve either party of responsibilities accrued under this MOU prior to the effective date of termination but shall entirely relieve the Parties of all such responsibilities following the effective date of termination.

8. Shared Use Group

(a) This MOU creates a group for the coordination of use of the WLMS Parking Lot. The Shared Use Group (the "Group") shall consist of members as follows:

- (1) WLMS Principal
- (2) WLMS Assistant Principal
- (3) The Source Representative
- (4) School Representative
- (5) HCPSS Manager of Grounds Services

(b) The Group shall meet, at a minimum, quarterly, to review and discuss WLMS's and The Source's upcoming events and activities, to review the operations and management of the WLMS Parking Lot, and other topics of mutual concern, including administration of traffic flow management and signage placement.

(c) In the event a dispute arises under this MOU, the Parties shall first attempt to resolve the matter through good faith discussions among the designated representatives serving on the Shared Use Group. If the dispute is not resolved at that level, the matter shall be elevated to the Chief Operating Officer of HCPSS and the executive leadership of The Source for review and attempted resolution. If the dispute remains unresolved after such escalation, the Parties may, by mutual written agreement, submit the matter to a neutral third-party mediator prior to initiating formal legal proceedings.

9. Miscellaneous

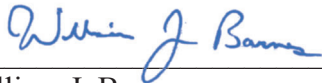
- (a) This MOU does not create any legal partnership, joint venture, or agency relationship between the Parties.
- (b) Any modification of this MOU must be made in writing and signed by both Parties.

(c) If any provision of this MOU is held invalid, the remaining provisions shall remain in full force and effect.

(d) This MOU contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such agreement is in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates set forth below.

For the Howard County Public School System:



William J. Barnes
Superintendent of Schools

Date: 03/17/2026

For Columbia Concepts, LLC:

Signed by:


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Brian Kim
Title: Principal

Date: 3/17/2026



J. Stephen Cowles
General Counsel

Date: 3/13/2026