Tax ID Nos.: 09-0769292
09-0777372
09-0769270
09-0769268
09-0769304
09-2740331

SECOND AMENDMENT TO ANNEXATION AGREEMENT

THIS SECOND AMENDMENT TO ANNEXATION AGREEMENT (this "**Amendment**") is made this 7th day of December, 2010 by and between the **CITY OF GAITHERSBURG, MARYLAND**, a municipal corporation of the State of Maryland ("**Gaithersburg**" or the "**City**"), and **VII CROWN FARM OWNER, LLC**, a Delaware limited liability company ("**Owner**").

RECITALS:

A. Gaithersburg and Crown Village Farm, LLC, a Delaware limited liability company ("**Crown Village**"), entered into an Annexation Agreement (X-182), dated August 7, 2006, and recorded among the Land Records of Montgomery County, Maryland (the "**Land Records**") in Liber 33843 at folio 291 (the **"Original Agreement"**). Under the Original Agreement, certain real property was annexed by the City to encompass such property within the corporate limits of the City (the "**Property**"). The Property is further described in the Original Agreement.

B. The Original Agreement was modified by a First Amendment to Annexation Agreement dated March 10, 2008 which was not recorded among the Land Records (the **"First Amendment"**). As provided below, this Amendment nullifies and supersedes the First Amendment in its entirety. Therefore, the term "**Agreement**", as used in this Amendment, shall mean the Original Agreement only and shall not include the First Amendment.

C. The Property annexed by the Agreement includes the Crown Village Property (as defined in the Agreement). Owner is the current owner of the Crown Village Property, having acquired such parcel from Crown Village by deed dated December 29, 2009 and recorded among the Land Records in Liber 38570 at folio 246. At the time of the conveyance, Crown Village assigned all of its right, title, and interest under the Agreement to Owner by an Assignment of Annexation Agreement dated December 29, 2009 and recorded among the Land Records in Liber 38570 at folio 318.

D. In addition to providing for the annexation of the Crown Village Property, the Agreement sets forth detailed terms and conditions regarding the development of the Crown Village Property. Gaithersburg and Owner have agreed that it is in the best interest of all parties concerned that certain of these terms and conditions be modified.

E. Accordingly, Gaithersburg and Owner are entering into this Amendment to modify the Agreement in certain respects. Gaithersburg and Owner are also entering into this Amendment to confirm that certain requirements of the Agreement have already been satisfied.

F. Although the Mayor and Council of Gaithersburg were parties to the Original Agreement and First Amendment, the execution of such documents by the Mayor and Council was extraneous and not necessary to bind the City under such documents. Accordingly, the Mayor and Council have not joined in the execution of this Amendment. The City Manager of

Gaithersburg is authorized to execute this Amendment on behalf of Gaithersburg and upon such execution, this Amendment shall be fully binding upon the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Gaithersburg and Owner agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the same meanings as are set forth for them in the Agreement.

2. The First Amendment shall be null and void and disregarded and is superseded in its entirety by this Amendment.

3. In connection with its modified plan of development for the Crown Village Property, Owner has submitted to Gaithersburg, for Gaithersburg's approval, a revised sketch plan substantially in the form attached to and made a part of this Amendment as **Exhibit "D"** (the "**New Sketch Plan**"). The New Sketch Plan permits the Crown Village Property to be developed for the following uses and densities (collectively, the "**Permitted Development**"): (a) 2250 residential units in a variety of dwelling types, including single-family detached dwellings, single-family attached dwellings, and multi-family dwellings, and (ii) 320,000 square feet of retail and other commercial development. As shown in the New Sketch Plan, the Permitted Development will comprise six (6) Neighborhoods (each, a "**Neighborhood**") (rather than five (5) "Pods" as contemplated in the existing Approved Sketch Plan). Gaithersburg finds that the New Sketch Plan complies with all requirements of law, including the requirements of the MXD Zone, provides for an acceptable mix of housing types and commercial uses, and promotes the public interest and agrees that the Permitted Development is lawful and appropriate for the Crown Village Property. Gaithersburg shall approve the New Sketch Plan and shall use its best efforts to do so within the time frame set forth for such approval in the development schedule attached to and made a part of this Agreement as **Exhibit "C"** (the "**Updated Development Schedule**"). The New Sketch Plan, as approved by Gaithersburg, shall provide for the uses (including housing types), densities, and other matters set forth on **Exhibit "D"** (including the matters addressed in the notes on **Exhibit "D"**) and shall otherwise be in full accordance with **Exhibit "D"** and this Amendment.

4. To conform the Agreement to this Amendment, certain defined terms used in the Agreement, as modified by this Amendment, shall have the meanings set forth below:

(a) "**Revised Sketch Plan**" shall mean the New Sketch Plan.

(b) "**Approved Sketch Plan**" shall mean the New Sketch Plan as finally approved by Gaithersburg and as amended from time to time by Owner with Gaithersburg's approval.

(c) "**Permitted Development**" shall have the meaning set forth in Paragraph 3 of this Amendment.

(d) "**Pod**" shall mean Neighborhood.

(e) "**Development Schedule**" shall mean the Updated Development Schedule.

(f) "**Crown Village**" shall mean Owner.

5. Paragraphs 1(b) and 1(c) of the Agreement are deleted and the following is inserted in their place:

(b) Subject to the terms of this Agreement, the development of the Property shall be in accordance with the MXD Zone, as presently in effect and contained in Section 24-160D.1, *et seq.,* of the Gaithersburg Code, and the Approved Sketch Plan. The specific details of development for each Neighborhood, or sections within each Neighborhood, shall be determined by the schematic development plan applications ("**SDP Applications**") and final site plans ("**Final Site Plans**") submitted by Owner to Gaithersburg for such Neighborhood or section. The following shall apply in regard to the Permitted Development, and the formulation, review, and approval of SDP Applications and Final Site Plans and amendments to the same:

(i) The total number of residential units which will be permitted to be developed upon the Crown Village Property is 2250, including MPDUs [defined in Paragraph 1(c) below]. Such residential development is summarized as follows:

Neighborhood 1:	650-1200 single family attached and multifamily units.
Neighborhood 2:	320-420 single family detached, single family attached, and multifamily units.
Neighborhood 3:	300-440 single family detached, single family attached, and multifamily units.
Neighborhood 5:	300-900 single family attached and multifamily units.

(ii) In Neighborhoods 1 and 5, Owner, at its option, may develop office uses as part of the permitted commercial development. In addition, Owner, at its option, may (A) substitute hotel uses for permitted multifamily residential uses at a conversion rate of 2.2 "keys" (hotel guest rooms) for each multifamily unit eliminated, and (B) substitute office uses for permitted multifamily residential uses at a conversion rate of 1,000 square feet of office development for each multifamily unit eliminated, provided that no more than 400,000 square feet of office development (in addition to the 320,000 square feet of commercial development already included as part of the Permitted Development) shall be added in this

manner and, if required by law, Owner first obtains a modification of the Resolution of the Montgomery County Council (County Council Resolution No. 15-1428) which authorized Gaithersburg's annexation of the Property (the "**County Authorizing Resolution**") to permit such substitution of office development.

(iii) Multi-family buildings shall not be required to contain ground-floor commercial uses. Commercial uses may be contained in stand alone single use buildings.

(iv) Live/work units, workforce housing, and cottage-style housing units shall not be required to be provided within the project, although Owner, in its sole discretion, may elect to provide such housing types.

(v) Owner, at its option, may develop 2-over-2 residential units on the Crown Village Property and such housing type will be deemed to constitute multi-family dwelling units for the purposes of the Approved Sketch Plan.

(vi) Owner, at its option, may develop senior housing, together with related and accessory uses, on the Crown Village Property and such housing type will be deemed to constitute multi-family dwelling units for the purposes of the Approved Sketch Plan.

(vii) It is the intent of the parties that while the Approved Sketch Plan shall establish the general scheme of development for the Crown Village Property, Owner shall be allowed reasonable flexibility in pursuing the Permitted Development in each Neighborhood through its processing of SDP Applications and Final Site Plans so that Owner may respond to the legitimate planning, engineering, and market factors then prevailing, provided that in all events Owner and Gaithersburg shall be bound by the use types, densities, and other matters noted on the Approved Sketch Plan as they relate to the Crown Village Property as a whole.

(c) Owner shall provide twelve and one-half percent (12.5%) of the residential units constructed on the Crown Village Property as moderately priced dwelling units ("**MPDUs**") in compliance with the standards and requirements of the Moderately Priced Dwelling Unit Law of Montgomery County, Chapter 25A, Montgomery County Code, and implementing regulations, as in effect as of the Date of Annexation (the "**County MPDU Law**"), including the provisions pertaining to income eligibility, control periods, pricing, and management criteria, subject, however, to the terms of this Paragraph 1(c). Although Owner shall comply with the standards and requirements of the County MPDU Law in providing MPDUs, Gaithersburg shall administer the MPDU program required by this Agreement and may establish a preference for City residents and workers. In all events, the following standards shall apply to

the requirement to provide MPDUs on the Crown Village Property: (i) Owner shall not be required to provide any MPDUs in the form of single-family detached units, (ii) Owner may, at its sole option, provide up to 80% of the total number of MPDUs required for the Permitted Development in the form of multifamily units other than 2-over-2 units, and (iii) Owner shall provide no less than 20% of the total number of MPDUs required for the Permitted Development in the form of single-family attached units and/or 2-over-2 units. In connection with its SDP Applications, Owner shall submit an MPDU location and staging plan which is to reflect a general integration of MPDUs among market rate units and a phasing of the construction of MPDUs in conjunction with the construction of market rate units, subject, however, to the standards set forth in the preceding sentence. The MPDU location and staging plan will be subject to Gaithersburg's reasonable approval but in all events such approval shall be in accordance with the terms of this Paragraph 1(c). Despite the foregoing provisions, in the case of each multifamily building of 6 stories or more in Neighborhood 5, Owner shall have the right to satisfy all or part of its MPDU obligation in regard to such building by contributing to Gaithersburg the sum of $2500 per MPDU for each MPDU that Owner would have otherwise included in the building in lieu of actually providing the MPDU, provided, however, that the number of MPDUs in any given building for which in-lieu payments may be made shall not exceed 12.5% of the total number of residential units approved for such building (rounded up to a full unit). Any contribution paid by Owner under this Paragraph shall be used by Gaithersburg to further its affordable housing programs in a manner determined by Gaithersburg. In addition, Owner, at its option, may seek Gaithersburg's approval to allow the required MPDUs within the Permitted Development to be subject to the program standards of Gaithersburg's Affordable Housing Requirements, Chapter 24, Article XVI of the Gaithersburg Code, and implementing regulations (the "**City Affordable Housing Program**") rather than the County MPDU Law. If Owner seeks to have the City Affordable Housing Program apply, Owner shall obtain a modification of the County Authorizing Resolution, if required by law, to allow for the application of such Program. Upon a switch to the City Affordable Housing Program, the standards and requirements of the City Affordable Housing Program will govern Owner's obligation to provide MPDUs, except that the provisions of this Paragraph 1(c) shall control over any inconsistent provisions of such Program and except that the County MPDU Law shall continue to apply to any units within the Crown Village Property for which building permits were applied for or issued prior to obtaining the modification. In all events, the provisions of this Paragraph 1(c) regarding Owner's right to make in-lieu payments instead of actually providing MPDUs in multifamily buildings of 6 stories or more in Neighborhood 5 shall apply whether the County MPDU Law or the City

Affordable Housing Program governs Owner's obligation to provide MPDUs.

6. New Paragraphs 1(e) and 1(f) are added to the Agreement as follows:

(e) In lieu of any requirement that work force housing be provided as part of the Permitted Development, Owner shall contribute the total sum of $3,000,000 to the Gaithersburg Housing Initiative Fund (the "**Affordable Housing Contribution**"), to be used by Gaithersburg as it may determine in furtherance of its affordable housing programs. The Affordable Housing Contribution shall be paid in four (4) installments as follows: (i) $1,200,000 on or before June 1, 2012; (ii) $600,000 on or before June 1, 2013; (iii) $600,000 on or before June 1, 2014; and (iv) $600,000 on or before June 1, 2015.

(f) Paragraphs 1(c) and 1(e) set forth the sole obligations of Owner, and any other party having an interest in the Crown Village Property, to provide, pay for, or contribute to any affordable housing program in connection with the development of the Crown Village Property.

7. Paragraph 2(b)(ii) of the Agreement is deleted and the following is inserted in its place:

(ii) Owner shall not be required to comply with greater parking standards for the uses set forth below than the following:

Use	Parking Requirement
Retail, including restaurants	4 spaces/1,000 square feet of gross floor area
Housing for senior adults	1 space/unit

All other uses shall comply with the applicable parking requirements set forth in Article XI of the Gaithersburg Zoning Ordinance, as may be amended from time to time. However, Owner shall have the right to seek waivers with regard to any parking requirements and Gaithersburg shall not unreasonably withhold or condition its approval of such waivers. Owner reserves the right to submit SDP Applications and Final Site Plans providing for greater parking than that required under this Paragraph.

8. In regard to Paragraph 3(a)(ii) of the Agreement, attached to this Amendment is a revised **Exhibit "F"** showing the Cross-Sections of the On-Site Roadways. Except for the Cross Sections which are the subject of the Additional Road Waiver Request (defined below), Gaithersburg acknowledges that it has approved the Cross-Sections depicted in **Exhibit "F"**. In connection with such approval, Gaithersburg, pursuant to City Resolutions R-46-07 and R-49-08, has granted Road Code Waivers for the following Cross-Sections shown on **Exhibit "F"**: "E"

(Decoverly Drive), "5T" (Decoverly Drive), "F-1" (Street "G"), "F-2" (Street "G"), "G-1" (Diamondback Drive), "G-2" (Diamondback Drive), "H-2" (Diamondback Drive), "O" (Streets "C", "H"), "U" (Residential Alley), "D" (Streets "A", "E", "J", "K", "L", "M", "N", "P", "Q", "R", "S", "T", and "U"). The Road Code Waivers granted for such Cross-Sections are valid and in full force and effect and may be used by Owner in the development of the Crown Village Property for the Permitted Development. Also attached to this Amendment is an updated **Exhibit "F-1"** describing the additional Road Code Waivers now being requested by Owner with respect to the Cross-Sections (the "**Additional Road Waiver Request**"). Gaithersburg finds that the Road Code Waivers which are described in the Additional Road Waiver Request are necessary and appropriate for the Permitted Development, promote the public interest, and comply with applicable laws and regulations, and Gaithersburg agrees to grant such Road Code Waivers in a timely manner, subject to Owner's compliance with customary administrative requirements in regard to such grant.

9. The title of Paragraph 5 of the Agreement is changed to "**Fields Road and Sam Eig Highway**".

10. In regard to Paragraph 5(a) of the Agreement, Gaithersburg has approved the Initial SDP but issues concerning the approvals and permits necessary to construct the Fields Road Improvements remain outstanding. Accordingly, as provided in Paragraph 5(a), Owner may fully satisfy the requirements of Paragraph 5 of the Agreement by dedicating the portion of the right-of-way for Fields Road shown on **Exhibit "H"** attached to this Amendment and complying with the bonding provisions set forth in Paragraph 4(a)(ii) of the Agreement for the Off-Site Road Improvements. This dedication and posting of bonds shall entitle Owner to have record plats, building permits, occupancy permits, and all other Development Approvals for the Permitted Development to be processed, approved, and issued by Gaithersburg without hindrance or delay related to the status of the Fields Road Improvements.

11. A new Paragraph 5(c) is added to the Agreement as follows:

> (c) If Owner conveys or dedicates a portion of the Crown Village Property to Montgomery County and/or the State of Maryland as right-of-way for Sam Eig Highway or if a portion of the Crown Village Property is taken by condemnation for such purpose, the conveyance, dedication, or taking shall not be used by Gaithersburg as a basis for reducing the density of the Permitted Development and shall not otherwise adversely affect the Permitted Development. Any land so conveyed, dedicated, or taken is referred to as the "**Sam Eig ROW Land**". Both before and after the conveyance, dedication, or taking, Owner will be allowed to use the Sam Eig ROW Land to meet open space, green area, and forest conservation requirements for the Permitted Development and Owner may perform afforestation and reforestation on the Sam Eig ROW Land. Neither the conveyance, dedication, or taking of the Sam Eig ROW Land nor the improvement or alteration of the Sam Eig ROW Land by the County or State following the conveyance, dedication, or taking shall (i) deprive Owner of the right to receive credit for all open space, green area, and forestation located within or upon the Sam Eig ROW Land prior to any

improvement or alteration of the Sam Eig ROW Land by the County or State, (ii) result in the imposition of any additional open space, green area, or forest conservation requirements with respect to the Crown Village Property, or (iii) form the basis of a finding that Owner has failed to comply with applicable laws, regulations, or requirements in regard to the Permitted Development. Upon any improvement or alteration of the Sam Eig ROW Land by the County or State, Gaithersburg will look solely to the County or State, as the case may be, to provide any forest conservation mitigation which may be required and will permit its mitigation requirements to be satisfied outside the City limits of Gaithersburg. In addition to receiving the credits provided for above, Owner will be entitled to construct and use water, sewer, storm drainage, and storm water management lines and facilities within and upon the Sam Eig ROW Land to serve the Permitted Development (but not gas, electric, telephone, or cable TV lines without further approval from the County or State) and to install project signage and related appurtenances upon the Sam Eig ROW Land. Any such signage shall conform to applicable Gaithersburg regulations. To the extent shown in the Approved Sketch Plan, Owner will also be entitled to construct and use curb cuts and access drives on the Sam Eig ROW Land to provide ingress and egress between the Crown Village Property and the constructed roadway for Sam Eig Highway. After conveyance, dedication, or taking of the Sam Eig ROW Land and until improvement or alteration of the Sam Eig ROW Land by the County or State, Owner, or a community association created with respect to the Crown Village Property, shall be entitled to maintain the Sam Eig ROW Land and any improvements installed by Owner in such area in accordance with this Paragraph. Owner acknowledges that its right to perform work and conduct other activities on the Sam Eig ROW Land after conveyance, dedication or taking will depend upon Owner obtaining any necessary permits and approvals for such work and activities from the County. Upon Owner's request, Gaithersburg will reasonably cooperate with Owner to assist Owner to obtain the necessary permits and approvals from the County but Gaithersburg does not guarantee the issuance of such permits and approvals.

12. All Development Approvals granted for the Crown Village Property prior to the date of this Amendment, including approvals of paving, sediment control and storm water management plans, road plans, forest conservation and wildlife preservation plans, and other engineering plans, remain valid and in full force and effect and may be used by Owner in the development of the Crown Village Property for the Permitted Development, subject to updates to be made by Owner to conform such Development Approvals to the New Sketch Plan and the terms of this Amendment. As part of such updates, Owner has submitted to Gaithersburg a storm water management plan with the New Sketch Plan which supplements the storm water management plan for the Crown Village Property approved by Gaithersburg prior to the date of this Amendment (the "**Existing Storm Water Plan**"). The updated storm water management plan provides additional details about recharge facilities and environmentally sensitive design

issues relating to the handling of storm water from the project. Gaithersburg acknowledges that the updated storm water management plan generally complies with the City's stormwater management laws, regulations and standards and, to the extent necessary and permitted by law, Gaithersburg shall grant any waivers from any stormwater management laws, regulations and standards necessary for the updated stormwater management submissions or applications to be approved. The updated storm water management plan and any modifications to the same shall be reviewed under the same laws, regulations, and standards as applied to the review of the Existing Storm Water Plan rather than under any Subsequent Storm Water Management Requirements (defined below). "**Subsequent Storm Water Requirements**" shall mean all storm water management laws, regulations, and standards enacted or promulgated after the approval of the Existing Storm Water Plan.

13. For the purposes of Section 24-173 of the Gaithersburg Zoning Ordinance, no future time limitations shall apply to the Final Site Plans approved for the Crown Village Property prior to the date of this Amendment (i.e., Final Site Plans SP-07-0004, SP-07-0013, SP-08-0002, and SP-08-0004) (the "**Existing Final Site Plans**") or after the date of this Amendment ("**Subsequent Final Site Plans**") or any amendments to either. No changes to Section 24-173 of the Gaithersburg Zoning Ordinance and no enactment of or change to any other City law or regulation will nullify or impair the continued validity of the Existing Final Site Plans, the Subsequent Final Site Plans, or any amendments to either. If requested, Gaithersburg shall cooperate with Owner to further confirm the non-applicability of the time limitations with respect to the Existing Final Site Plans, the Subsequent Final Site Plans, and amendments thereto. Despite any contrary provision set forth in any Development Approvals, including the approvals of the Existing Final Site Plans, Owner shall not be obligated to obtain any off-site easements unless such easements are required for the completion of off-site work which Owner is performing in connection with the development of the Crown Village Property.

14. In regard to Paragraph 6(c) of the Agreement:

(a) The forest conservation threshold that shall apply to commercial development areas within the project shall be fifteen percent (15%) of net tract area.

(b) The forest conservation threshold that shall apply to residential development areas within the project shall be twenty percent (20%) of net tract area.

(c) The afforestation requirement that shall apply to commercial and residential development areas within the project shall be fifteen percent (15%) of net tract area.

As used in this Paragraph 14, "net tract area" shall have the meaning provided in the Forest Conservation Law, but in all events shall exclude the Transit Project Dedication Area, the area of the Crown Village Property devoted to the existing WSSC water line easement, and the Sam Eig ROW Land.

15. Paragraph 6(d) of the Agreement is deleted and the following is inserted in its place:

(d) include design guidelines that are approved by Gaithersburg, such approval not to be unreasonably withheld or conditioned (the "**Design Guidelines**"). The purpose of the Design Guidelines is to establish a flexible framework of design criteria and standards for development of the Property in a manner which encourages and rewards high quality development. The Design Guidelines shall contain recommendations for architectural standards, external building features, and design elements. Once approved as part of the SDP Application, the Design Guidelines shall be administered and implemented by the applicable community association and be subject to any required approvals set forth in the Gaithersburg Code or regulations for the development.

16. In regard to Paragraph 6(e) of the Agreement, Gaithersburg acknowledges that it has granted the following Environmental Waivers pursuant to City Resolutions R-57-07 and R-51-08: two sewer crossings within the stream valley buffer, two stormwater management outfalls in the stream valley buffer, road grading in the stream valley buffer, removal of existing storm drain, grading in the stream valley buffer for grass channel, and conversion of existing farm pond in the stream valley buffer into a stormwater management facility. Such Environmental Waivers are valid and in full force and effect and may be used by Owner in the development of the Crown Village Property for the Permitted Development. Attached to this Amendment is an updated **Exhibit "I"** describing the Environmental Waivers.

17. In regard to Paragraph 7 of the Agreement, Owner may submit SDP Applications, or amended SDP Applications, for any Neighborhood containing the minimum submission details set forth in Section 24-160D.9(b)(1) of the City Code. Gaithersburg will accept each such SDP Application and diligently process it for approval. Gaithersburg's approval of any such SDP Application may include a requirement that Owner amend the subject SDP prior to obtaining approval of a Final Site Plan with respect to any Neighborhood covered by such SDP so as to incorporate the Design Guidelines, final architectural elevations, and other development details for such Neighborhood.

18. Paragraph 8(a) of the Agreement contemplates that Owner will obtain a certification from the United States Green Building Council (the "**GBC**") that the Community Recreation Building to be provided within Neighborhood 3 of the Permitted Development meets a certain LEED standard which is specified in Paragraph 8(a) (the "**Specified LEED Standard**"). Paragraph 8(a) is modified to provide that, in lieu of obtaining the certification from the GBC, Owner may obtain, without the requirement of formal action by the GBC, a certification from a LEED Accredited Professional [as such term is defined in Paragraph 8(b) of the Agreement] that the Community Recreation Building in Neighborhood 3 will meet the Specified LEED Standard. Such a certification shall be deemed a sufficient certification for all purposes under Paragraph 8(a).

19. Paragraph 9(a) of the Agreement is deleted and the following is inserted in its place:

(a) Owner has voluntarily agreed to donate to Gaithersburg a parcel of land from the Crown Village Property, containing not more than 32.1

acres, at the location shown in the Approved Sketch Plan and as otherwise generally shown on **Exhibit "K"** attached to and incorporated in this Agreement (the "**School Site**"), for the use and construction of a public high school by Montgomery County Public Schools ("**MCPS**") and for no other use except as expressly provided in this Paragraph 9. Such donation shall occur by conveyance of the School Site by Owner to Gaithersburg no later than the time of recordation of the initial subdivision plat for Neighborhood 3. Owner may dedicate the School Site at such earlier time as determined by Owner in its sole discretion.

20. Paragraphs 9(d) and (e) of the Agreement are deleted and the following is inserted in their place:

(d) Prior to the commencement of construction activities to improve the School Site for school or recreational uses as contemplated in Paragraphs 9(a) and 9(e), Owner shall have the right, in its sole discretion, to (i) clear, rough grade and stockpile materials on the School Site consistent with customary development construction practices for construction of the Permitted Development, subject to receipt of any permits required by law for such activities, (ii) grant or consent to be granted easements on, over, across, under, and through the School Site as may be required in connection with the Permitted Development, provided that none of such easements shall materially interfere with the construction and use of a school on the School Site, and (iii) use or allow to be used the School Site for park and recreational activities, including playing fields.

(e) In the event that MCPS does not move forward with the construction of a high school on the School Site within twenty (20) years from the Effective Date of Annexation (defined below), Gaithersburg, at its sole discretion, may use the School Site for a public recreational amenity or for such other use as Gaithersburg and Owner may mutually agree upon by an instrument in writing recorded among the Land Records of Montgomery County, Maryland (the "**Land Records**"). Gaithersburg shall not use the School Site for any other purpose. Owner may assign to a third party its right to agree to Gaitherburg's use of the School Site for a purpose other than a public recreational amenity. Any such assignment shall be made by an instrument in writing recorded among the Land Records.

21. In Paragraph 10(b) of the Agreement, all provisions requiring action by the "Gaithersburg Historic Preservation Advisory Committee" or "HPAC" are deleted since such body is no longer in existence. The last sentence of Paragraph 10(b) is deleted and the following is inserted in its place: "Subject to receipt of all necessary permits and approvals for the improvements to the Historic Structures, such improvements shall be commenced by the issuance of the 150th building permit for Neighborhoods 2 and 3 combined. Owner shall use commercially reasonable efforts to avoid or minimize damage to the Historic Structures caused by Owner's development of the Crown Village Property. In the event that Owner causes damage to the Historic Structures, Owner shall pay to Gaithersburg the reasonable cost to repair the damages."

22. The fourth, fifth, and sixth sentences of Paragraph 14 of the Agreement are deleted and replaced with the following:

> Implementation of the Shuttle Bus Program shall commence no later than the occupancy of the 250th residential unit (the "**Outside Date**"). However, Owner may, at its sole option, initiate the Shuttle Bus Program prior to the Outside Date (the actual date of commencement of the Shuttle Bus Program being referred to as the "**Date of Commencement**"). All costs incurred by Owner to operate the Shuttle Bus Program, whether incurred before or after the Outside Date, shall be credited against the Shuttle Bus Contribution (defined below), except as follows. If Owner begins operation of the Shuttle Bus Program prior to the Outside Date, the credit against the Shuttle Bus Contribution for the costs incurred by Owner to operate the Shuttle Bus Program prior to the Outside Date shall not exceed $150,000 for the first year of operation and $225,000 for the second year of operation (if any) preceding the Outside Date. For the purposes of this Paragraph 14, each consecutive 12 month period following the Date of Commencement shall be deemed to be a year.

The following note is also added immediately following the table set forth in Paragraph 14:

> †Solely for purposes of this calculation, the number of building permits for a multi-family building shall be deemed to equal the number of dwelling units in that building.

23. Gaithersburg acknowledges that the Regional Recreation Contribution of Five Million Dollars ($5,000,000) has been paid in full and that Owner has no further obligation under Paragraph 16 of the Agreement.

24. A new Paragraph 16A is added to the Agreement as set forth below (and a reference to Paragraph 16A shall be added to the first sentence of Paragraph 11 of the Agreement):

> 16A. **<u>City Purposes Contribution</u>**
>
> Owner shall make a contribution to Gaithersburg in the total amount of $1,000,000 to be used at Gaithersburg's discretion for general City purposes (the "**City Purposes Contribution**"). The City Purposes Contribution shall be made within ten (10) business days after both of the following have occurred: (a) execution of this Amendment by Gaithersburg and Owner and (b) final non-appealable approval of the New Sketch Plan by Gaithersburg.

25. Paragraph 18(b) of the Agreement is deleted and the following is inserted in its place (and a reference to Paragraph 18(b) shall be added to the first sentence of Paragraph 11 of the Agreement):

(b) Owner shall make a contribution to Gaithersburg in the total amount of $200,000 (the "**Sidewalk Contribution**") to be used by Gaithersburg to design and construct the off-site sidewalks connecting to the Crown Village Property at the locations generally shown on **Exhibit "L-1"** (the "**Off-Site Sidewalks**"). Owner shall have no other obligation with respect to the Off-Site Sidewalks. The Sidewalk Contribution shall be made within thirty (30) days after Owner obtains final non-appealable approval from Gaithersburg of the amended SDP Application for Neighborhoods 1 and 2 to be filed by Owner in accordance with the Revised Sketch Plan or such earlier time as may be determined by Owner. Gaithersburg shall commence the Off-Site Sidewalks within one hundred twenty (120) days after an application is filed for the first building permit in Neighborhoods 1 or 2.

26. A new Paragraph 18(c) is added to the Agreement as follows:

(c) Subsequent to the issuance of the initial building permit for the Permitted Development, Owner shall reimburse the Washingtonian Towers Condominium Association ("**Washingtonian Association**") and Courtyards at Rio Home Owners Association ("**Rio Association**") an amount not to exceed $10,000 each for fence or gate improvements to their respective properties (the "**Owners Association Fence Reimbursement**"). Owner shall make the required payment within thirty (30) days of receipt of proof of payment of expenses incurred by the Washingtonian Association and Rio Association for such improvements. The payment obligation required set forth in this Paragraph 18(c) shall expire and be of no force and effect if the required proof of payment is not submitted to Owner within three (3) years of the date of issuance of the initial building permit for the Permitted Development.

27. Paragraph 19 of the Agreement is deleted and replaced by the following:

19. **Development Phasing Schedule**

(a) Construction of the residential development in Neighborhoods 1, 2 and 3 shall be subject to the phasing schedule set forth below in this Paragraph 19. The residential development permitted in Neighborhood 5 may be constructed at any time following the date that is three (3) years after the Effective Date of Annexation. Subject to the preceding sentence, any phase may be constructed simultaneously with any other phase or in any order.

(i) During each of the first six (6) years after the Effective Date of Annexation, or until building permits for all of the residential units in Neighborhoods 1, 2, and 3 are issued, Owner shall be entitled to receive an allocation of 225 building permits per year for the residential development in Neighborhoods 1, 2 and 3. For purposes of this

Paragraph, one (1) building permit shall be deemed attributable to each mixed-use or multifamily building in Neighborhood 1 notwithstanding the number of residential units contained in such building. The annual allocation of building permits pursuant to this Paragraph 19(a) shall be cumulative and any building permits not actually used by Owner in any given year may be carried over into any subsequent year or years.

(ii) Construction of the Community Recreation Building (to be located in Neighborhood 3 as shown in the Approved Sketch Plan) shall be commenced prior to the issuance of a total of 150 building permits for the residential development in Neighborhoods 2 and 3 and completed within sixty (60) months after the first occupancy of a market rate residential unit in Neighborhoods 2 or 3.

(b) Construction of 80,000 square feet of commercial development in Neighborhood 1 must be commenced by the issuance of the 470th building permit in Neighborhoods 1, 2 and 3.

28. In furtherance of Paragraph 20 of the Agreement, Gaithersburg agrees that it will classify Decoverly Drive, Diamondback Drive, Fields Road, and the Spine Road in such a manner as will enable or facilitate Owner in obtaining impact tax credits from Montgomery County for Owner's construction of these roads. As used in the Agreement and this Amendment, the term "**Spine Road**" shall mean Road "G" shown on **Exhibit "F"** to this Amendment.

29. In regard to Paragraph 23 of the Agreement, Gaithersburg is aware that Owner may acquire all or a portion of the Outlot referenced in that Paragraph and, in exchange, may convey to the current owner of the Outlot certain square footage of land from the Crown Village Property. Owner shall have the benefit of a zero setback from the Outlot as adjusted, or any portion of the Outlot conveyed to Owner, with respect to any building or other improvement constructed on the Crown Village Property. In addition, Owner shall be permitted to install signage and related appurtenances in the portion of the Outlot conveyed to Owner, notwithstanding that such portion of the Outlot may be zoned R-6.

30. In regard to Paragraph 25 of the Agreement, Gaithersburg and Owner confirm that the Effective Date of Annexation was September 21, 2006.

31. In Paragraph 27(a) of the Agreement, any reference to "Proposed Development" is corrected to read "Permitted Development." In addition, Owner's obligations to pay the Affordable Housing Contribution, City Purposes Contribution, Owners Association Fence Reimbursement, and Sidewalk Contribution, as such obligations have been added by this Amendment, shall be deemed to be part of the Master Developer Obligations referred to in Paragraph 27(a).

32. The addresses for sending notices to Owner (and copies of such notices) set forth in Paragraph 36 of the Agreement are changed to be the following:

SunBrook Partners
7200 Wisconsin Avenue
Suite 750
Bethesda, MD 20814
Attn: Robert H. Zeiller, Vice President
Fax No.: (866) 326-8930

With a copy to:

Westbrook Acquisitions LLC
645 Madison Ave., 18th Floor
New York, NY 10022
Attn: General Counsel
Fax No.: (212) 849-8801

33. **Exhibits "C"** through "**L-1**" as attached to the Agreement are deleted from the Agreement and replaced with the corresponding Exhibits attached to this Amendment (the "**Amendment Exhibits**"). All of the Amendment Exhibits are made a part of the Agreement, as modified by this Amendment. Each Amendment Exhibit replaces the Exhibit previously attached to the Agreement which bears the same letter identification as such Amendment Exhibit. By way of example, **Exhibit "C"** attached to this Amendment replaces **Exhibit "C"** previously attached to the Agreement and **Exhibit "D"** attached to this Amendment replaces **Exhibit "D"** previously attached to the Agreement.

34. In the event of any inconsistency between the Agreement and this Amendment, this Amendment shall govern. Any Paragraph references in the Agreement which are incorrect or no longer applicable shall be corrected or disregarded, as the case may, so that all Paragraph references in the Agreement shall be read to be in conformity with this Amendment. The terms of this Amendment shall be binding upon and inure to the benefit of Gaithersburg, Owner, and their respective successors and assigns. The Agreement is in full force and effect and good standing and, except as expressly provided in the Amendment, is unmodified. No default by Owner or Crown Village (Owner's predecessor in title with respect to the Crown Village Property) exists under the Agreement, as modified by this Amendment, and no event has occurred which, with the giving of notice or passage of time or both, would constitute such a default. The Recitals set forth in this Amendment are incorporated in and made a part of this Amendment. As used in this Amendment, the word "including" means "including, without limitation". This Amendment may be executed in counterparts, all of which together shall constitute a single instrument. Facsimile or electronic signatures on this Amendment shall be as valid and effective as original signatures.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Amendment on the date first written above.

WITNESS:

CITY OF GAITHERSBURG, MARYLAND,
a municipal corporation of the State of Maryland

N. Lynn Board

By: 12/7/10
Angel Jones
City Manager

* * *

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 7th day of December, 2010, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Angel Jones, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and who acknowledged himself to be Gaithersburg Manager of Gaithersburg of Gaithersburg, Maryland, and that such City Manager, being so authorized to do, executed the foregoing Amendment to Annexation Agreement for the purposes therein contained by signing the name of Gaithersburg .

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Doris R. Stokes
Notary Public

My Commission Expires: March 5, 2012

[NOTARIAL SEAL]

DORIS RENEE STOKES NOTARY PUBLIC MONTGOMERY COUNTY, MD

Doris Renee Stokes
NOTARY PUBLIC
Montgomery County
State of Maryland
My Commission Expires
March 5, 2012

After Recording, Please Return to:
City of Gaithersburg
Dept. of Legal Services
31 S. Summit Avenue
Gaithersburg, MD 20877

L&B 1350268v16/11680.0003

PAGE INTENTIONALLY LEFT BLANK

WITNESS:

VII CROWN FARM OWNER, LLC,
a Delaware limited liability company

By: _____
Name: Robert Zeilter
Title: Authorized Signatory

* * *

STATE/COMMONWEALTH OF *
* to wit:
COUNTY OF *

I HEREBY CERTIFY that on this 7th day of December, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert Zeilter, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and who acknowledged himself/herself to be Authorized Signatory of VII Crown Farm Owner, LLC, and acknowledged that he/she, being so authorized to do, executed the foregoing document for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kerry D. Morris
Notary Public

My Commission Expires: 10/25/2011

[NOTARIAL SEAL]

Exhibit "C"

Development Schedule

Development Schedule (*, **, ***)

December 6, 2010	Mayor and Council approve the Amended Annexation Agreement and approve the revised Sketch Plan
January 3, 2011	Joint Mayor and Council and Planning Commission hearing on SDP for Neighborhoods 1 and 2
February 16, 2011	Planning Commission makes recommendation to Mayor and Council on SDP for Neighborhoods 1 and 2
March 7, 2011	Mayor and Council approve SDP for Neighborhoods 1 and 2, all road code waivers, parking waiver, setback reduction, environmental waivers and setback waiver for the property
March 16, 2011	Planning Commission approves revised forest conservation plan
April 20, 2011	Planning Commission approves Final Site Plan for Neighborhood 1 Infrastructure and Neighborhood 2
May 18, 2011	Planning Commission approves Final Site Plan for Neighborhood 1 Commercial Area
March 25, 2011	Record Plats for Decoverly Drive are recorded in the Land Records for Montgomery County
May 4, 2011	Record Plats for Neighborhood 1 Infrastructure and Neighborhood 2 are recorded in the Land Records for Montgomery County
June 15, 2011	Record Plats for Neighborhood 1 Commercial are recorded in the Land Records for Montgomery County
April 01, 2011	Construction commences on Decoverly Drive
May 18, 2011	Construction commences on Neighborhood 1 and 2 Infrastructure
June 30, 2011	Construction commences on Neighborhood 1 Commercial Area
October 01, 2011	Construction commences on residential structures in Neighborhood 2
October 01, 2011	Construction commences on commercial structures in Neighborhood 1

Exhibit "C"

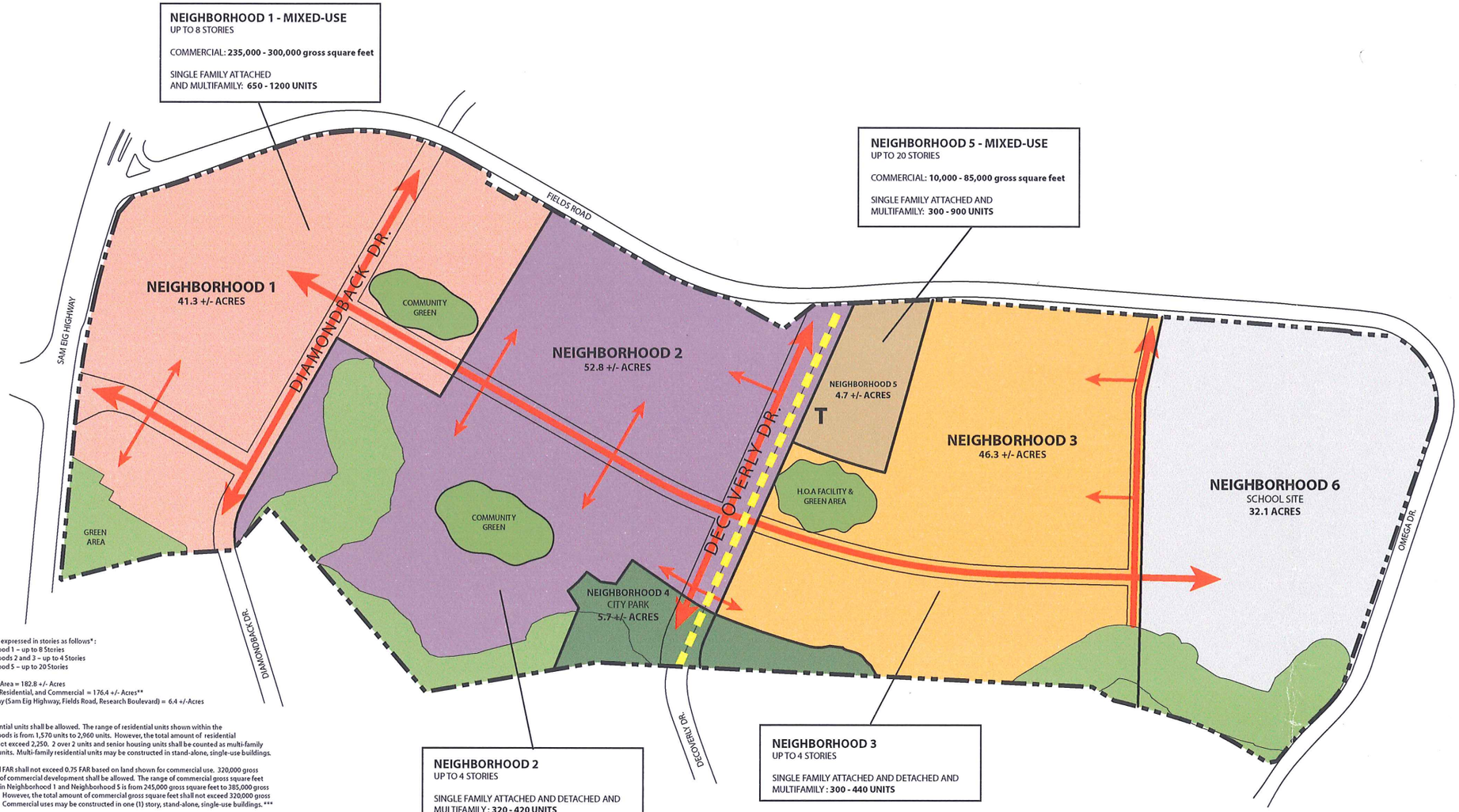
* All other necessary Development Approvals for implementation of Permitted Development (including but not limited to amended Final Site Plan and Record Plats for Decoverly Drive, Diamondback Drive, and Fields Road) shall be expeditiously processed and approved as provided in this agreement such that the phasing schedule as provided in paragraph 19 of this Agreement may be maintained by Crown Village.

** The defined terms in this Development Schedule shall have the same meaning as set forth in this Agreement

*** As part of this Development Schedule, the City of Gaithersburg agrees to the review and concurrent processing of the Final Site Plan(s) and Final Engineering Documents for Neighborhood 1 Infrastructure, Neighborhood 2, and Neighborhood 1 Commercial prior to the Final approval of the SDP for Neighborhood 1 and 2.

Exhibit "D"

Revised Sketch Plan



NOTES:

1. Heights are expressed in stories as follows* :
   Neighborhood 1 – up to 8 Stories
   Neighborhoods 2 and 3 – up to 4 Stories
   Neighborhood 5 – up to 20 Stories
2. Gross Land Area = 182.8 +/- Acres
   Mixed Use, Residential, and Commercial = 176.4 +/- Acres**
   Right-of-Way (Sam Eig Highway, Fields Road, Research Boulevard) = 6.4 +/-Acres
3. 2250 residential units shall be allowed. The range of residential units shown within the Neighborhoods is from 1,570 units to 2,960 units. However, the total amount of residential units shall not exceed 2,250. 2 over 2 units and senior housing units shall be counted as multi-family residential units. Multi-family residential units may be constructed in stand-alone, single-use buildings.
4. Commercial FAR shall not exceed 0.75 FAR based on land shown for commercial use. 320,000 gross square feet of commercial development shall be allowed. The range of commercial gross square feet shown within Neighborhood 1 and Neighborhood 5 is from 245,000 gross square feet to 385,000 gross square feet. However, the total amount of commercial gross square feet shall not exceed 320,000 gross square feet. Commercial uses may be constructed in one (1) story, stand-alone, single-use buildings. ***
5. Green area shall not be less than 40% of total area shown for residential use.****
6. Green area shall not be less than 25% of total area shown for commercial use.****
7. The consolidated HOA Facility located in Neighborhood 3 shall be designed to accommodate residential units that are not served by self-contained amenities (for example, amenities within multi-family buildings).

* As used above, the term "stories" does not include basements or mezzanine floors.
Subject to the maximum heights specified, actual building heights will be determined by applicant.

** The applicant may adjust the Neighborhood boundaries, acreages, and other designated areas identified within Neighborhoods. The applicant may shift densities and residential unit types shown in each Neighborhood between Neighborhoods, provided the total allowed density of 2,250 residential units and 320,000 gross square feet of commercial uses is not exceeded. In Neighborhoods 1 and 5, a hotel use and/or additional office uses may be permitted subject to the terms of the Annexation Agreement, as amended.

*** Applicant may opt to include retail, service and/or employment uses in commercial FAR. In Neighborhoods shown as mixed use, commercial uses and all residential unit types are permitted.

**** Green area for whole site to be prorated between residential and commercial including the school site, city park, and all open space areas shown. Mixed use structures shall be considered commercial for green area calculations.

LEGEND

- SITE BOUNDARY
- NEIGHBORHOOD LIMIT
- STREET CONNECTION
- FUTURE CORRIDOR CITY TRANSIT WAY
- STREAM BUFFER / H.O.A. / GREEN AREA

CROWN FARM / GAITHERSBURG, MD

[PROPOSED SKETCH PLAN]

23.NOVEMBER.2010

the eisen group

PRELIMINARY NOT FOR CONSTRUCTION

SURVEYOR'S CERTIFICATE

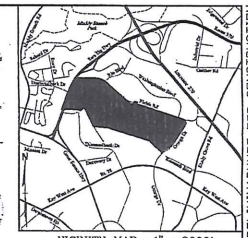
I hereby certify that this Annexation Plat is correct; that it is all of the property acquired by VII Crown Farm Owner, LLC, a Delaware limited liability company, from Crown Village Farm, LLC, a Delaware limited liability company, by deed dated December 29, 2009, and recorded among the Land Records of Montgomery County, Maryland in Liber 38570 at Folio 246; also that it is part of the property acquired by Meridian/Northwestern Shady Grove West LLC, a Delaware limited liability company, from Shady Grove Associates II, LLC, a Maryland limited liability company by deed dated December 29, 2009 and recorded among the Land Records of Montgomery County, Maryland in Liber 22261 at folio 137; also that it is part of the right of way of Sam Eig Highway as shown on Montgomery County, Maryland Department of Transportation Right of Way Plats 256, 257 and 258; also that it is part of the right of way of Fields Road as shown on Montgomery County, Maryland Department of Transportation Right of Way Plat 200; also that it is all of the right of way of Diamondback Drive (now known as Research Boulevard) as shown on Montgomery County, Maryland Department of Transportation Right of Way Plat 18.

The undersigned, being a licensed surveyor, personally prepared or was in responsible charge of the preparation and the survey work reflected in this boundary survey, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 13, Chapter 06, Regulation .12.

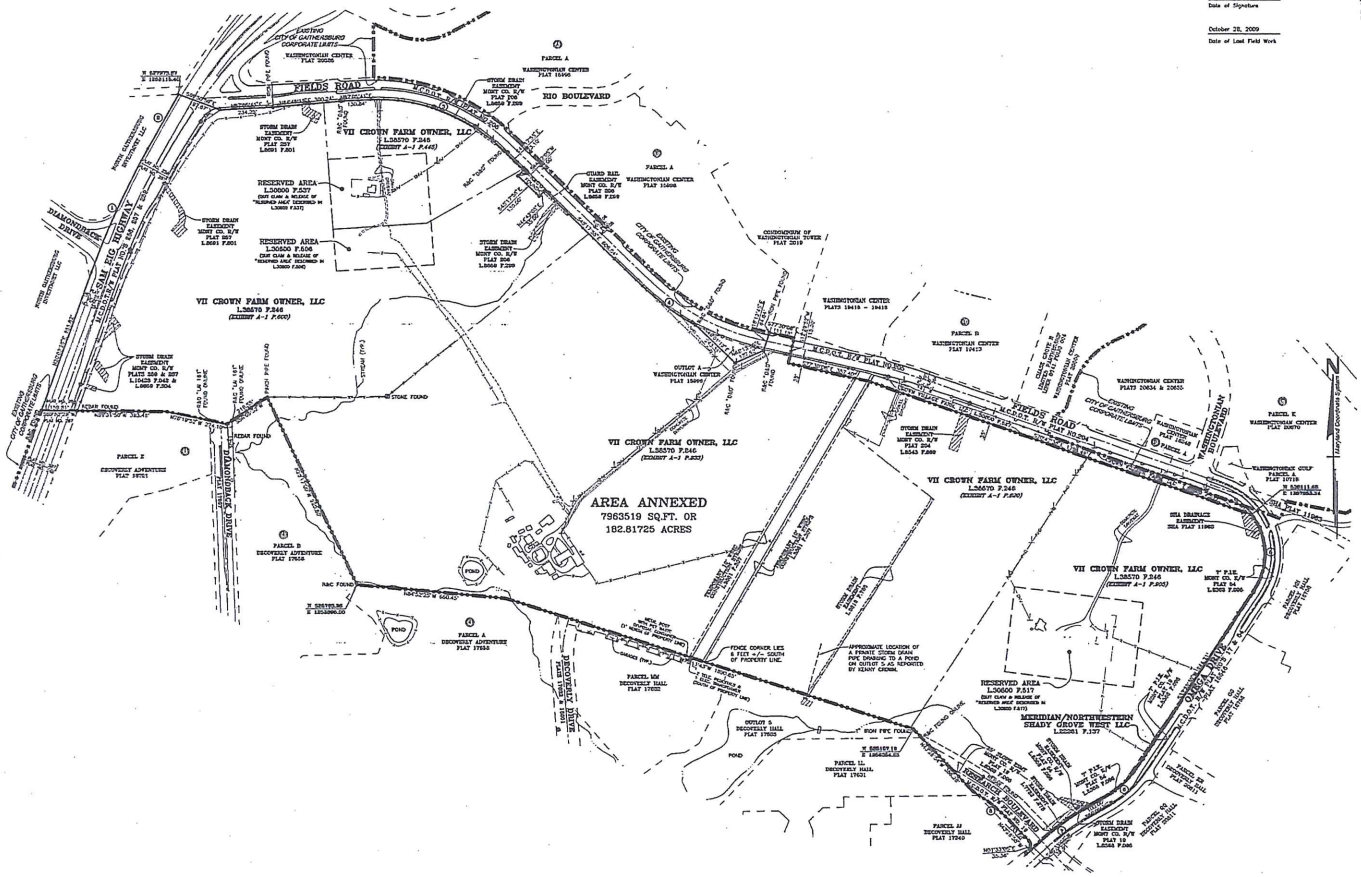
8-12-2010
Date of Signature

October 28, 2009
Date of Last Field Work

Timothy Paul Quinn
Professional Land Surveyor
Maryland Registration No. 20002



VICINITY MAP 1" = 2000'



LEGEND

	STORM DRAIN MANHOLE
	FIRE HYDRANT
	OVERHEAD WIRES
	FENCE
	GUARDRAIL
	LIGHT POLE
	UTILITY POLE
RAC	REBAR & CAP

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	3291.73	606.94	304.84	606.02	N14°28'41"E	8°27'20"
2	3608.02	277.75	138.88	277.35	N08°21'07"E	4°25'01"
3	793.08	446.10	244.05	439.82	S69°05'07"E	41°26'50"
4	1040.00	291.22	146.53	290.27	S52°16'24"E	16°02'57"
5	205.00	363.45	203.60	331.23	S08°30'13"E	71°07'27"
6	444.00	506.36	105.07	304.11	S41°03'06"E	65°34'03"
7	1136.40	365.90	134.07	688.29	N51°16'45"E	18°27'06"
8	822.00	303.06	152.15	302.74	N52°03'36"E	14°08'02"

ANNEXATION AREA TABLE

PARCELS TO BE ANNEXED	SQ.FT.	ACRES
FIELDS ROAD	6028	0.01164
RESEARCH BOULEVARD	42004	0.96427
SAM EIG HIGHWAY	237784	5.27513
PUBLIC R/W TOTAL	281816	6.45103
VII CROWN FARM OWNER, LLC	7675632	176.20829
MERIDIAN/NORTHWESTERN SHADY GROVE WEST, LLC	6071	0.15773
TOTAL AREA TO BE ANNEXED	7963519	182.81725

CITY OF GAITHERSBURG MAYOR & COUNCIL
31 SOUTH BRAID AVENUE, GAITHERSBURG, MARYLAND 20877

MXD SKETCH
PLAN APPROVAL

AT THE REGULARLY SCHEDULED MEETING OF THE MARYLAND CITY COUNCIL HELD ON _____ APPLICATION NO. _____ WAS GRANTED

BY ORDINANCE _____ WITH _____ ( ) CONDITIONS.
DATE _____ BY _____

NOTE: ANY REVISIONS TO SIGNED PLANS MUST BE REAPPROVED BY THE MAYOR & CITY COUNCIL.

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

REVISION	DATE	REVISION	DATE	REVISION	DATE

Applicant/Owner:
VII Crown Farm Owner, LLC
c/o Sunbrook Partners
7200 Wisconsin Avenue
Suite 750
Bethesda, Maryland 20814

BOUNDARY SURVEY
MXD CONCEPT/SKETCH PLAN

RODGERS CONSULTING
Knowledge • Creativity • Enduring Values
19847 Century Boulevard
Suite 200
Germantown, Maryland 20874
Ph: 301.948.4700 (Main)
Ph: 301.353.8409 (Frederick)
Fx: 301.948.6256
www.rodgers.com

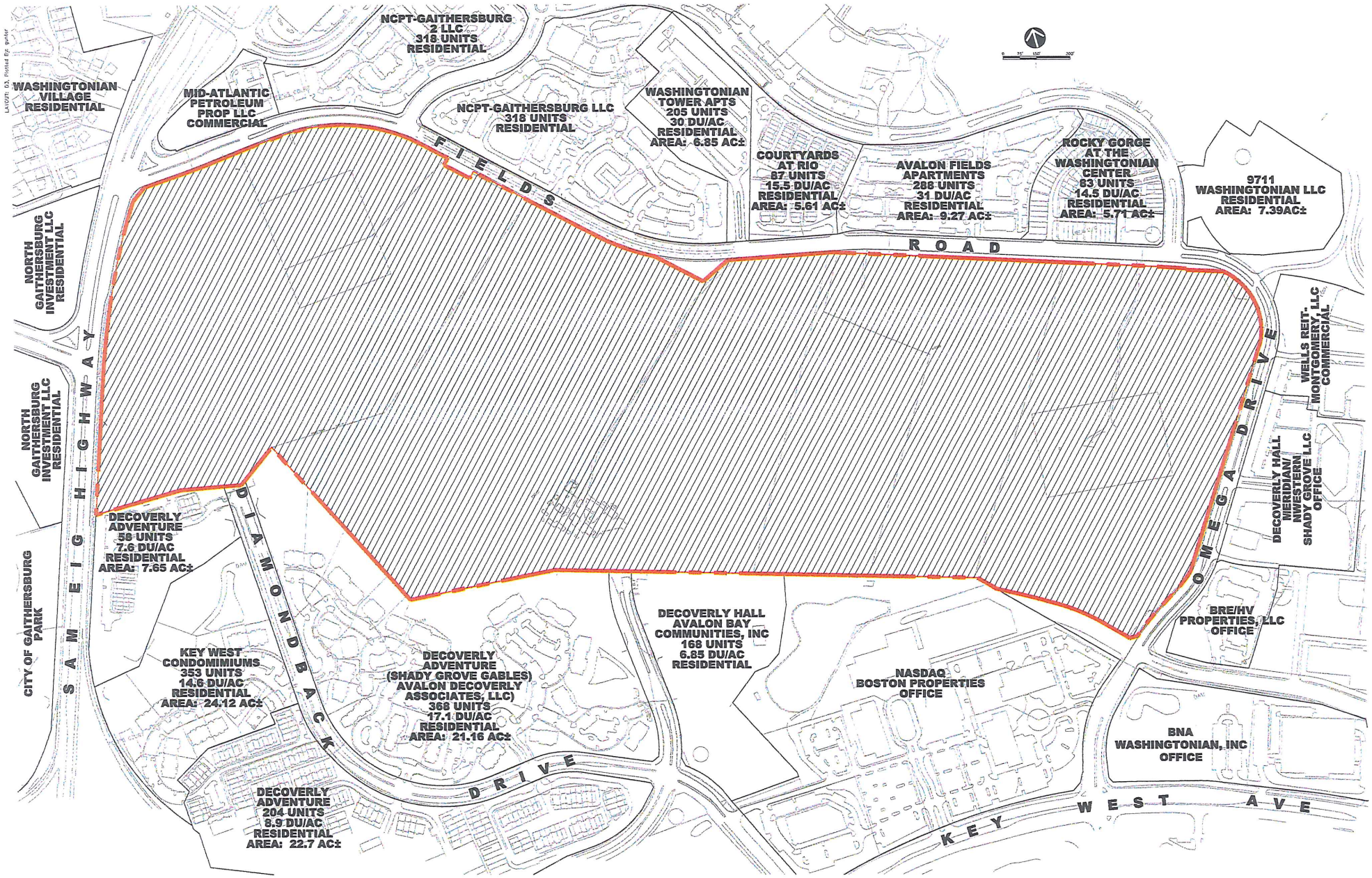
	BY	DATE
BASE DATA	RCI	11/05
DESIGN'D		8/10
DRAWN	MAP	8/10
REVIEWED		
RODGERS CONTACT:		
RELEASE FOR		
BY	DATE	

THE CROWN PROPERTY
Vision for a New Community

9TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

SCALE: 1" = 200'
JOB No. 1089A
DATE: 8/10
SHEET No. 2 of 6
EXHIBIT D

N:\Vii-Fields\Crown\dwg\exhibits\Annexation Exhibits\Sketch Plans\Revised MXD Sketch Plan NAD\02-BND_SURV_ANNEXATION_revised open.dwg Sheet 2 Aug 12, 2010, 1:44pm

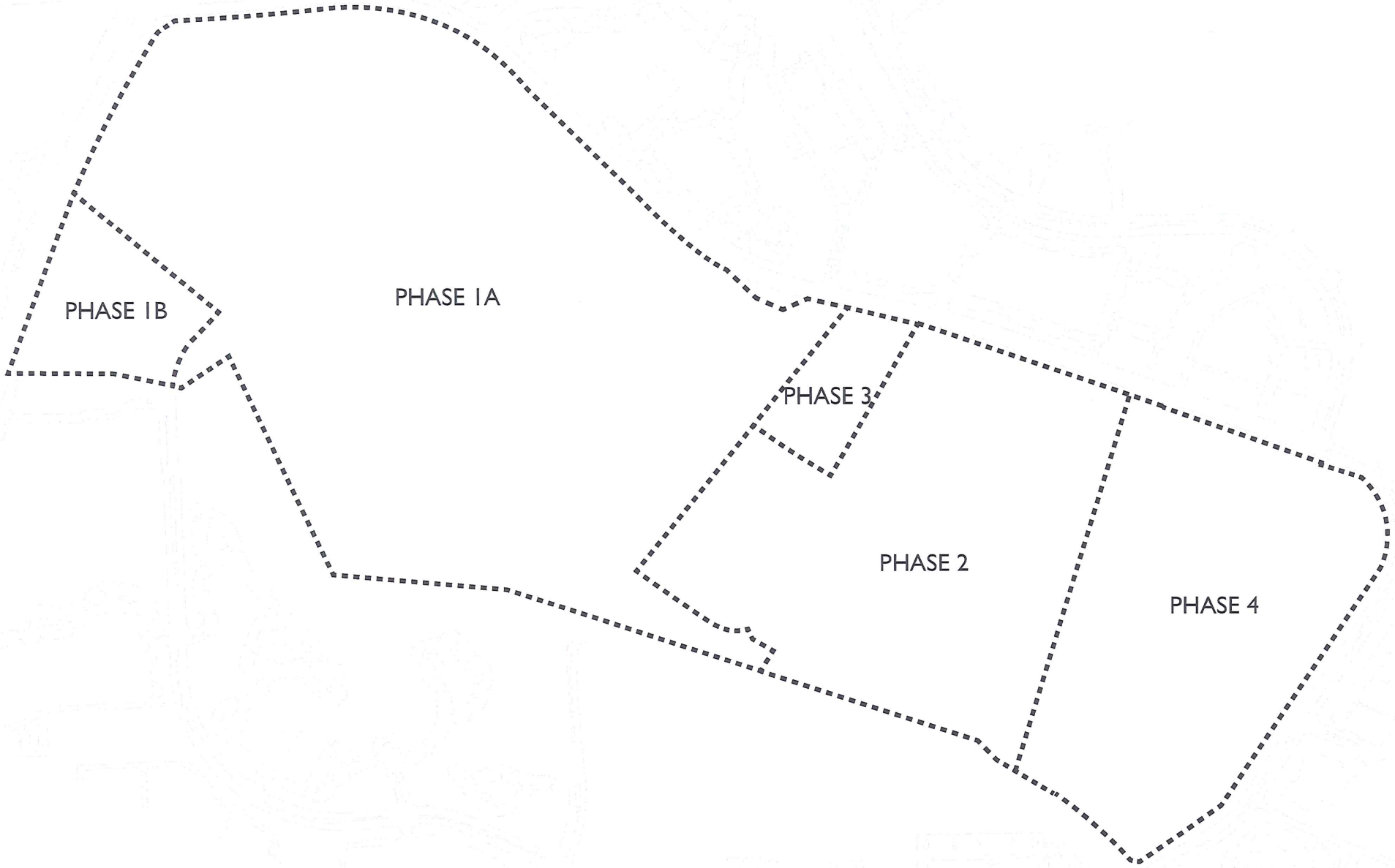


CROWN FARM / GAITHERSBURG, MD

[SURROUNDING USES AND ROAD NETWORK PLAN]

20.AUGUST.2010

TEG the eisen group

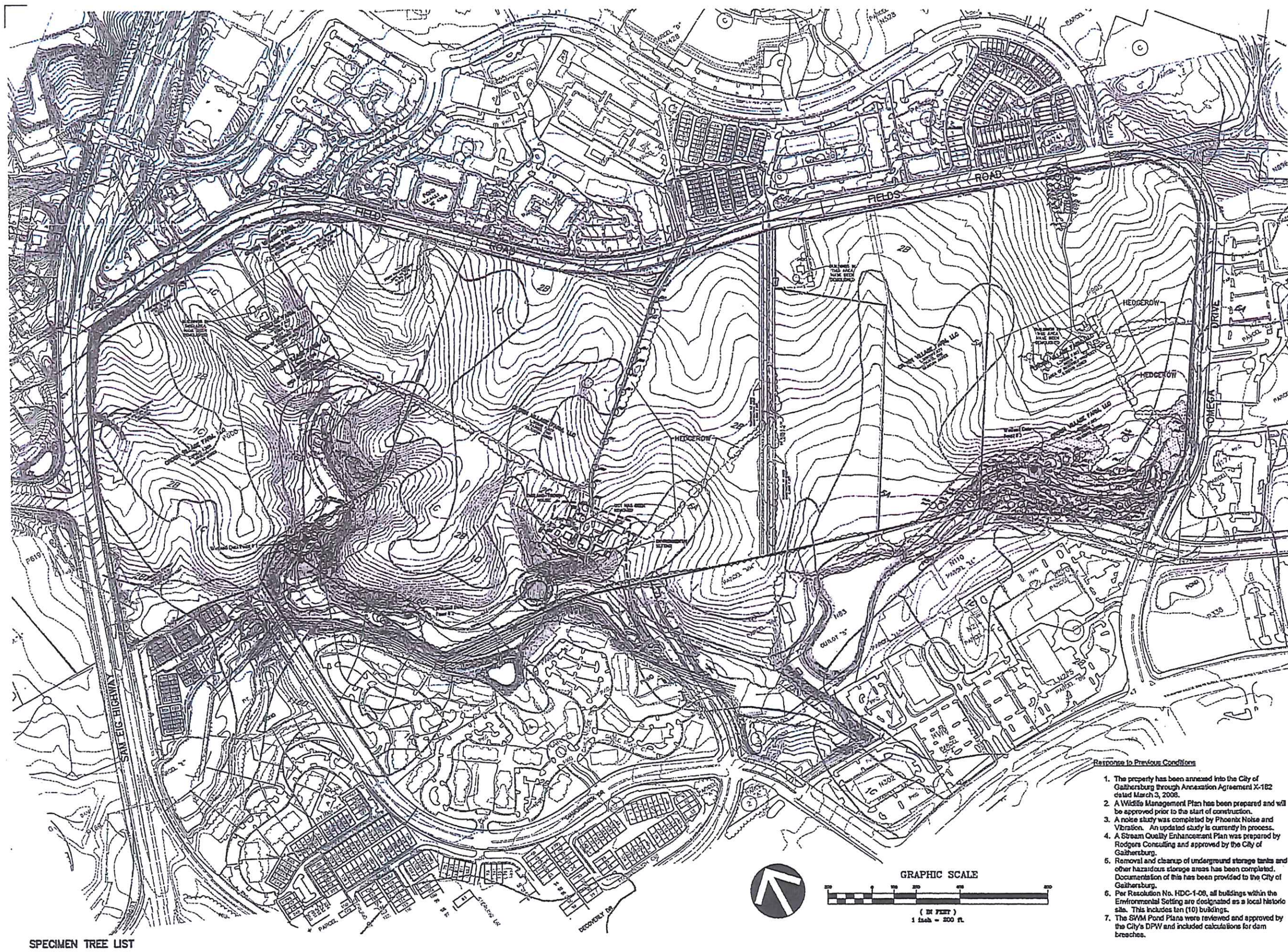


CROWN FARM / GAITHERSBURG, MD

[PROPOSED CONSTRUCTION PHASING PLAN]

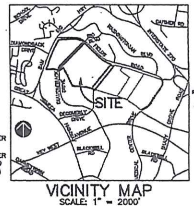
06.DECEMBER.2010

TEG the eisen group



LEGEND

- STREAM BUFFER
- 100-YEAR FLOODPLAIN
- 100-YEAR FLOODPLAIN DRL
- WETLANDS DELINEATION
- WETLAND BUFFER (50' CITY)
- FOREST STAND
- SPECIMEN TREE & TREE NUMBER
- SPECIMEN TREE & TREE NUMBER (AS INVENTORED LOCATED AND REQUESTED BY CITY OFFICIALS)
- WETLAND DATA POINT
- FOREST SAMPLE POINT
- EXISTING TREELINE
- SOILS TEXT TYPE
- SOIL LINE
- WATERS OF THE US
- EXISTING PERENNIAL/ INTERMITTENT STREAM
- 15-25% SLOPES
- SLOPES 25% AND GREATER
- ENVIRONMENTAL SETTING



VICINITY MAP
SCALE: 1" = 2000'

CROWN FARM

VIKA

GENERAL NOTES

1. THE SUBJECT PROPERTY IS APPROXIMATELY 177.9 ACRES + AND IS COMPRISED OF PARCELS P600, P445, P820, P905 & P833 AS FOUND ON MONTGOMERY COUNTY TAX MAPS FS341, FS342, FS562, AND FS561.
2. THIS PLAN IS BASED ON THE PREVIOUSLY APPROVED NRI PREPARED BY ROGERS AND ASSOCIATES. THIS PLAN IS UPDATED TO REFLECT ONLY THE REMOVAL OF BUILDINGS AND UNDERGROUND STORAGE TANKS. FOREST STAND AND SPECIMEN TREE INFORMATION AS WELL AS WETLAND DELINEATION REMAINS AS IT WAS SHOWN ON PREVIOUSLY APPROVED PLAN.
3. BOUNDARY INFORMATION IS BASED UPON A BOUNDARY SURVEY CONDUCTED BY RODGERS CONSULTING, INC., JULY 2005.
4. THE PROPOSED CORRIDORS CITIES TRANSIT MAY TRAVERSE THE PROPERTY. THE APPROXIMATE ALIGNMENT ENTERS THE PROPERTY NEAR DECOVERLY DR. AND THE INTERSECTION OF OMEGA AND FIELDS RD.
5. SOILS DELINEATION IS DIGITIZED FROM THE MONTGOMERY COUNTY SOILS SURVEY, JULY 1995 ISSUE, MAP 10 AND HAVE BEEN ADJUSTED TO CONFORM TO THE TOPOGRAPHIC CONDITIONS OF THE SITE.
6. WETLAND DELINEATION CONDUCTED BY MCCARTHY & ASSOCIATES, INC., JULY 2005. THE SURVEY OF THE WETLANDS DELINEATION WAS CONDUCTED BY PATTON, HARRIS, RUST AND ASSOCIATES, PC., JULY 2005. WETLAND DELINEATION AND SURVEY LIMITED TO SUBJECT PROPERTY. A JURISDICTIONAL DETERMINATION (JD) CONFIRMING THE WETLANDS DELINEATION WAS CONDUCTED BY THE U.S. ARMY CORPS OF ENGINEERS DATED SEPT. 15, 2005.
7. 100-YEAR FLOODPLAIN WAS DETERMINED BY RODGERS CONSULTING, INC. SEPTEMBER 2005. THE SUBJECT PROPERTY HAS 6.02 ACRES +/- 100-YEAR FLOODPLAIN.
8. THE 2' TOPOGRAPHY IS BASED UPON AERIAL PHOTOGRAPHY FLOWN IN JUNE 2005 BY RICE ASSOCIATES. THE AERIAL PHOTOGRAPHY WAS SUPPLEMENTED BY FIELD SURVEY BY PATTON, HARRIS, RUST AND ASSOCIATES AND PROVIDED IN DIGITAL FORMAT TO RODGERS CONSULTING, INC.
9. THE IDENTIFICATION AND INVENTORY OF TREES SHOWN AND LABELED HEREON WAS CONDUCTED BY MCCARTHY & ASSOCIATES, INC., JULY 2004. THE SURVEY OF THESE TREES WAS CONDUCTED BY PATTON, HARRIS, RUST, AND ASSOCIATES, PC., JULY 2005.
10. THE SUBJECT PROPERTY IS WITHIN THE MUDDY BRANCH WATERSHED, WHICH IS A USE CLASS I WATERSHED. TOTAL STREAM VALLEY BUFFER IN THE PROPERTY IS 15.05 ACRES +/-.
11. THE SUBJECT PROPERTY HAS 0.88 ACRES +/- WETLANDS.
12. THE HISTORIC ENGLAND/CROWN HOUSE, ASSOCIATED STRUCTURES AND SETTING ARE LOCATED ON PARCEL 833, AS FOUND WITHIN THE SUBJECT PROPERTY.

SPECIMEN TREE NOTES

1. THE PROJECT SITE CONTAINS 141 SPECIMEN TREES. ALL SPECIMEN TREES HAVE BEEN FIELD LOCATED BY PHRA IN AUGUST 2005.
2. TREES 24" AND LARGER AT 4 ½' DIAMETER AT BREAST HEIGHT WERE IDENTIFIED BY PLACING PINK FLAGGING AROUND EACH TREE. THE S.T. NUMBER, DIAMETER AND SPECIES OF THE TREE WERE WRITTEN ON THE FLAGGING.
3. TREES 24" DBH AND LARGER WITHIN THE "FORESTED" AREAS WERE IDENTIFIED AS SPECIMEN TREES. TREES 14" AND LARGER LOCATED OUTSIDE OF "FORESTED" AREAS WERE ALSO FLAGGED AND INDICATED AS "SPECIMEN TREES".

FOREST STAND TYPES

STAND "A": SUCCESSIONAL / TRANSITIONAL: TULIP POPLAR, RED MAPLE, TREE OF HEAVEN, BLACK WALNUT, RED CEDAR, SWEET GUM (MAJORITY OF TREES ARE IN THE 2" - 4" DBH SIZE CLASS AND RANGE FROM 10-15" TALL)

STAND "B": MATURE HARDWOODS: (LOCATED ALONG STREAM CHANNEL AND ADJACENT SOILS. PRONE TO FLOODING). TULIP POPLAR, RED MAPLE & MIXED OAKS - MANY OF THE TREES ARE 24.0" DBH AND LARGER

STAND "C": TRANSITIONAL / IMMATURE: (SMALL TO POLETIMBER SIZE CLASSES, PRIMARILY 2" - 6" DBH SIZE CLASSES) PRIMARILY TULIP POPLAR WITH SCATTERED BLACK CHERRY AND RED MAPLE. MOST LIKELY AN ABANDONED PASTURE NATURALLY REVERTING INTO A YOUNG FOREST.

STAND "E": SAWTIMBER, POLETIMBER, AND MATURE MIXED HARDWOODS: DOMINATED BY TULIP POPLAR AND RED MAPLE (DOMINANT TREES RANGE FROM 6" - 24+". POCKETS OF SMALLER SIZE TREES LOCATED THROUGH THE STANDS)

Response to Previous Conditions

1. The property has been annexed into the City of Gaithersburg through Annexation Agreement X-182 dated March 3, 2008.
2. A Wildlife Management Plan has been prepared and will be approved prior to the start of construction.
3. A noise study was completed by Phoenix Noise and Vibration. An updated study is currently in process.
4. A Stream Quality Enhancement Plan was prepared by Rodgers Consulting and approved by the City of Gaithersburg.
5. Removal and cleanup of underground storage tanks and other hazardous storage areas has been completed. Documentation of this has been provided to the City of Gaithersburg.
6. Per Resolution No. HDC-1-08, all buildings within the Environmental Setting are designated as a local historic site. This includes ten (10) buildings.
7. The SWM Pond Plans were reviewed and approved by the City's DPW and included calculations for dam breaches.

AREA INFORMATION

AREA OF SUBJECT PROPERTY	177.9 +/- ACRES
AREA WITHIN STREAM VALLEY BUFFER	15.05 +/- ACRES
AREA WITHIN 100 YR FLOODPLAIN*	6.02 +/- ACRES
AREA WITHIN WETLANDS*	0.88 +/- ACRES
AREA OF FORESTS	7.52 +/- ACRES

*INDICATES AREA IS WITHIN SVD

CITY OF GAITHERSBURG
APPROVED
NATURAL RESOURCE INVENTORY
FOREST STAND DELINEATION
PI-V10001[illegible]
[illegible] BY [signature]

SOILS LEGEND

SYMBOL	SOIL	COMMENTS (PER SOIL SURVEY)
1C	GAILA SILT LOAM; 8-15% SLOPES	
2B	GLENELG SILT LOAM, 3-8% SLOPES	
2C	GLENELG SILT LOAM, 8-15% SLOPES	
6A	GLENVILLE SILT LOAM, 0-3% SLOPES	
6B	GLENVILLE SILT LOAM, 0-3% SLOPES	
6A	BAILE SILT LOAM, 0-3% SLOPES	HYDRIC
16D	BRINKLOW-BLOCKTOWN CHANNERY SILT LOAM, 15-25% SLOPES	HIGHLY ERODIBLE
54A	HATBORO SILT LOAM, 0-3% SLOPES	HYDRIC
16D	BLOCKTOWN CHANNERY SILT LOAM, 15-25% SLOPES	

A MARYLAND REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT SEAL AND SIGNATURE ON PLANS WILL BE ACCEPTED AS PRIMA FACIE EVIDENCE THAT PLANS ARE IN COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS.

PROFESSIONAL CERTIFICATION:

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.

[signature] SIGNATURE — 8-10-10 DATE
MEREDITH BYER PRINTED NAME — 10/3/2011 EXPIRATION DATE
TITLE:
LICENSE No. 3108

CITY OF GAITHERSBURG MAYOR & COUNCIL
31 SOUTH SUMMIT AVENUE, GAITHERSBURG, MARYLAND 20877
SCHEMATIC DEVELOPMENT PLAN APPROVAL
AT THE REGULARLY SCHEDULED MEETING OF THE MAYOR AND CITY COUNCIL HELD ON ______
APPLICATION NO. SDP-______ WAS GRANTED
SCHEMATIC DEVELOPMENT PLAN APPROVAL
BY RESOLUTION R-______ WITH ______ ( ) CONDITIONS.
DATE ______ BY ______
NOTE: ANY REVISIONS TO SIGNED PLANS MUST BE REAPPROVED BY THE MAYOR & CITY COUNCIL

"FOR LOCATION OF UTILITIES CALL 8-1-1 or 1-800-257-7777 OR LOG ON TO www.call811.com or http://www.missutility.net 48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY"

The excavator must notify all public utility companies with underground facilities in the area of proposed excavation and have those facilities located by the utility companies prior to commencing excavation. The excavator is responsible for compliance with requirements of Chapter 36A of the Montgomery County Code.

SPECIMEN TREE LIST

Tree #	Common Name	DBH	Comments
1	Tulip poplar	48.8"	(fair to good condition-may not be on project site
2	White oak	27.9"	(fair condition)
3	Tulip poplar	31.1"	(poor to fair condition)
4	Tulip poplar	34.9"	(poor to fair condition, (may be right on just off project site)
5	Tulip poplar	34.6"	(good condition)
6	Tulip poplar	32.4"	(good condition-property line tree ?)
7	Tulip poplar	32.2"	(fair to good condition-property line tree ?)
8	Tulip poplar	34.9"	(fair to good condition-property line tree ?)
9	Tulip poplar	29.3"	(good condition-property line tree ?)
10	White oak	35.1"	(fair condition-may not be on project site-line tree?)
11	Tulip poplar	36.9"	(good condition-may not be on project site-line tree?)
12	Tulip poplar	30.2"	(good condition-may not be on project site-line tree?)
13	Tulip poplar	34.8"	(good condition-may not be on project site-line tree?)
14	Tulip poplar	30.1"	(poor condition-almost dead)
15	White oak	30.1"	(good condition)
16	Tulip poplar	27.0"	(good condition)
17	Tulip poplar	36.7"	(fair condition)
18	Tulip poplar	35.3"	(good condition)
19	Tulip poplar	37.2	(good condition)
20	White oak	32.1"	(poor to fair condition)
21	Tulip poplar	49.2"	(poor to fair condition)
22	Tulip poplar	33.1"	(fair condition)
23	Tulip poplar	37.5"	(fair condition)
24	Black walnut	25.1"	(fair to good condition)
25	Tulip poplar	30.5"	(fair condition)
26	Black walnut	26.2"	(good condition)
27	Pignut hickory	20.9"	(fair condition)
28	Pignut hickory	17.1"	(poor to fair condition)
29	Bitternut hickory	19.2"	(fair condition)
30	Black oak	35.4"	(poor to fair condition)
31	Southern red oak	21.4"	(fair condition)
32	Southern red oak	24.3"	(poor to fair condition)
33	Southern red oak	25.7"	(fair condition)
34	Southern red oak	30.5"	(poor to fair condition)
35	Virginia pine	20.7"	(fair condition-has nails in it)
36	Pignut hickory	16.6"	(poor to fair condition-damage to branches by cicadas ?)
37	Bitternut hickory	23.8"	(good condition)
38	Bitternut hickory	15.7"	(fair condition, has spikes and nails in it)
39	Bitternut hickory	25.7"	(poor condition, tree appears to be dying)
40	Tulip poplar	17.7"	(poor condition)
41	Bitternut hickory	19.7"	(good condition)
42	Pignut hickory	16.6" & 15.1"	(2 stems, poor condition)
43	Southern red oak	43.6"	(poor condition)
44	Mockernut hickory	19.0"	(good condition)
45	Bitternut hickory	21.7"	(poor to fair condition)
46	Black walnut	27.0"	(dying)
47	Silver maple	29.3"	(poor condition, 2 stems, rot and decay where stems fork)
48	Silver maple	30.4"	(poor condition)
49	Norway maple	21.6"	(poor condition, multiple stems & large crack)
50	Red maple	32.9"	(poor to fair condition)
51	Tulip poplar	30.2"	(fair condition)
52	Red maple	35.7"	(fair condition)
53	Red maple	39.9"	(fair condition)
54	Red maple	53.4"	(poor condition)
55	Red maple	54.0"	(almost dead)
56	Red maple	36.0"	(dying)
57	Red maple	34.5"	(dying)
58	Red maple	37.0"	(almost dead)
59	Red maple	28.7"	(almost dead)
60	Honey locust	78.0"	(good condition)
61	Honey locust	11.0", 18.3", 16.4"	(3 stems, all in fair to good condition)
62	American holly	24.7"	(good condition)
63	Silver maple	52.7"	(fair condition)
64	Silver maple	24.9"	(poor to fair condition)
65	Silver maple	25.7"	(poor to fair condition)
66	Silver maple	43.5"	(poor condition, 2 stems, rot at fork & at base of tree)
67	Honey locust	35	(fair to good condition)
68	Honey locust	31.9"	(poor condition-rot at base and where multiple stems fork)
69	Scarlet oak	40.9"	(fair to good condition)
70	Scarlet oak	35.7"	(poor to fair condition)
71	Red maple	26.3"	(fair to good condition)
72	Red maple	32.6"	(fair to good condition)
73	Tulip poplar	35.4"	(fair to good condition)
74	Black oak	28.4"	(fair condition)
75	White oak	25.6"	(fair condition)
76	Tulip poplar	27.0"	(good condition)
77	Tulip poplar	32.2"	(good condition)
78	Tulip poplar	32.5"	(good condition)
79	Red maple	28.8"	(fair condition-poorly formed crown, sharp sweep at approx. 20 feet from ground)
80	Red maple	28.8"	(fair condition)
81	Tulip poplar	32.0"	(poor to fair condition-rot at base of tree)
82	Red maple	30.1"	(fair condition)
83	Tulip poplar	31.0"	(fair condition)
84	Scarlet oak	33.5"	(fair to good condition)
85	Red maple	36.1"	(fair to good condition, forks at 7 feet, possible rot at crotch)
86	Shingle oak	25.5"	(poor condition, dead/dying)
87	Red maple	27.2"	(fair condition)
88	Tulip poplar	30.0"	(poor to fair condition)
89	Tulip poplar	30.2"	(fair to good condition)
90	Tulip poplar	33.6"	(good condition)
91	Tulip poplar	34.8"	(poor to fair condition, possible internal rot and decay along bole of tree
92	Tulip poplar	33.5"	(good condition)
93	Tulip poplar	26.2"	(fair condition)
94	Tulip poplar	24.9"	(good condition)
95	Tulip poplar	25.4"	(good condition) TREES 94 & 95 are from stump sprouts and meet at ground level
96	Tulip poplar	41.1"	(good condition)
97	Tulip poplar	26.1"	(good condition)
98	Tulip poplar	48.6"	(poor condition)
99	White oak	38.4"	(poor to fair condition)
100	Sycamore	35.0"	(good condition)
101	White oak	32.8"	(poor condition)
102	Sycamore	29.4"	(poor condition)
103	Tulip poplar	27.2"	(fair to good condition)
104	Swamp White oak	26.3"	(good condition)
105	Tulip poplar	29.3"	(good condition)
106	Tulip poplar	29.0"	(poor to fair condition)
107	White oak	29.2"	(fair condition)
108	Tulip poplar	53.7"	(fair condition, forks at 6'/9" possible rot at fork & at ground level)
109	White oak	34.8"	(poor condition, extensive rot from ground level up to 20', may not be on project site)
110	Black oak	37.7"	(good condition)
111	Black oak	31.1"	(good condition)
112	Tulip poplar	26.1"	(good condition)
113	Tulip poplar	25.9"	(good condition)
114	Tulip poplar	31.8"	(good condition)
115	Tulip poplar	26.5"	(good condition)
116	Tulip poplar	28.6"	(good condition)
117	Tulip poplar	32.7"	(good condition)
118	Tulip poplar	26.2"	(good condition-near property line, may not be on project site)
119	Tulip poplar	32.8"	(good condition-near property line, may not be on project site)
120	White oak	28.2"	(good condition-near property line, may not be on project site)
121	White oak	31.8"	(fair condition)
122	Black oak	31.0"	(good condition)
123	Black oak	25.3"	(poor condition, almost dead, struck by lightning ?)
124	Tulip poplar	31.3"	(good condition, close to property line, may not be on project site ?)
125	Tulip poplar	28.0"	(good condition)
126	Tulip poplar	28.8"	(fair to good condition)
127	Tulip poplar	26.2"	(good condition)
128	Tulip poplar	31.5"	(good condition)
129	Tulip poplar	35.5"	(fair to good condition)
130	Tulip poplar	28.0"	(poor to fair condition-2 stems, fork at 4' from ground, possible decay at crotch)
131	Tulip poplar	23.2"	(fair to good condition-near property line)
132	Tulip poplar	26.7"	(good condition)
133	Tulip poplar	29.3"	(good condition)
134	Tulip poplar	28.6"	(good condition) 133 & 134 are stump sprouts from previously being cut, but the stems do not touch
135	Red maple	27.4"	(good condition)
136	Tulip poplar	35.3"	(fair to good condition, 2 stems fork at 4 feet from ground)
137	Tulip poplar	30.6"	(good condition)
138	Black oak	33.0"	(poor to fair condition-dead branches and poorly formed crown)
139	Tulip poplar	34.7"	(poor condition, rot at crotch & large cavity 8' from ground)
140	Tulip poplar	23.2"	(good condition)
141	Tulip poplar	28.1"	(good condition)

THE PLANIMETRIC INFORMATION SHOWN ON THIS PLAN IS BASED IN PART ON COPYRIGHTED GIS DATA FROM M-NCPPC, AND MAY NOT BE COPIED OR REPRODUCED WITHOUT EXPRESS WRITTEN PERMISSION FROM M-NCPPC.

CROWN FARM

9TH ELECTION DISTRICT
CITY OF GAITHERSBURG, MONTGOMERY COUNTY, MD

NATURAL RESOURCE INVENTORY/ FOREST STAND DELINEATION

REVISIONS

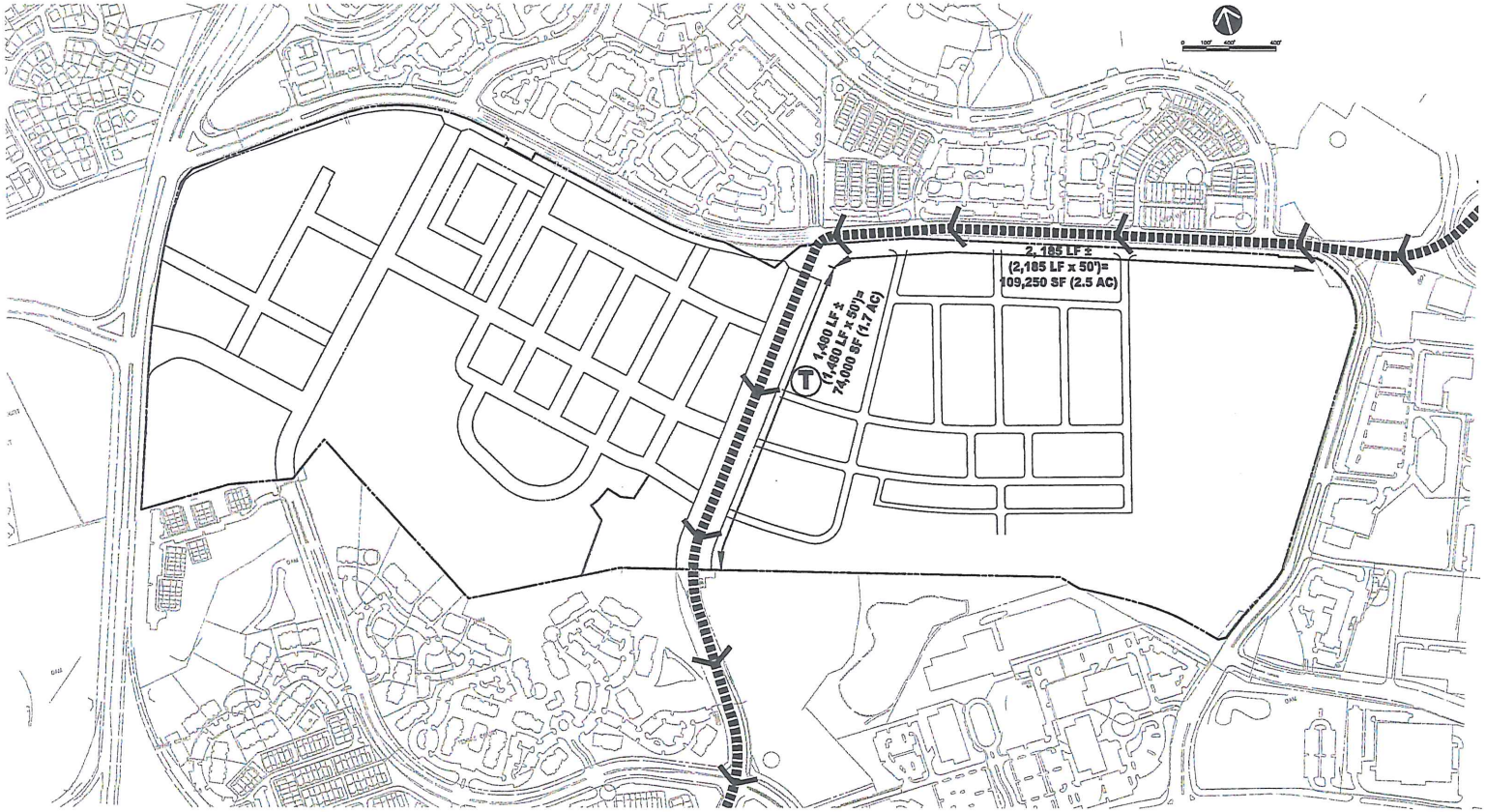
DATE: AUGUST, 2010
DES. VK — DWN. CAD
SCALE: 1"=200'
PROJECT/FILE NO. M1430L
SHEET NO. 1

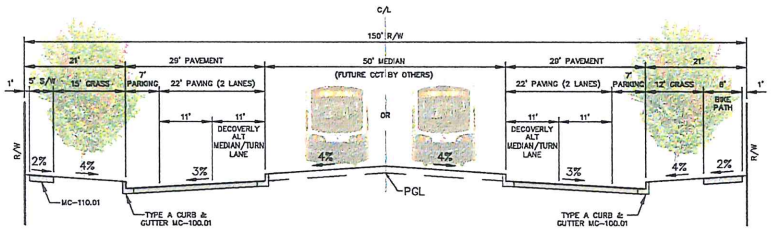
CROWN FARM / GAITHERSBURG, MD
[NRI/ FSD]
20.AUGUST.2010

TEG the eisen group

Exhibit "E"

Transit (CCT) Exhibit





DECOVERLY DRIVE (EXTENDED) AND FIELDS ROAD BETWEEN
WASHINGTONIAN BOULEVARD AND DECOVERLY DRIVE (EXTENDED)
SECTION "E"
(PUBLIC)

DIVIDED ROAD

CITY CLASSIFICATION: MAJOR LIMITED CONTROL (ML-1)	PROPOSED
MIN. R.O.W. WIDTH	150'
MIN. PAVEMENT WIDTH	2-29' (58')
MIN. BIKE WIDTH	11'
MIN. MEDIAN WIDTH	50'
MIN. CIL RADIUS	300'
CURB AND GUTTER	YES
SIDEWALK	YES (5' & 8')
PARKING	YES

NOTE:
1. TRANSITION FROM EXISTING DECOVERLY DRIVE TO PROPOSED DECOVERLY DRIVE TO BE ACCOMMODATED IN 150' R/W WITH CCT TRANSITIONING FROM THE CENTER MEDIAN TO THE EAST SIDE AS SHOWN.

CALCULATIONS

1. LENGTH OF SECTION 'E' = 1,480 LF + 2,188=3,665 LF ±
2. RIGHT-OF-WAY WIDTH OF SECTION 'E' =50'
3. AREA OF SECTION 'E'= 3,665 LF X 50'=183,250 SF± (4.2 ACRES±)

LEGEND

- SITE BOUNDARY
- TRANSIT ALIGNMENT
- TRANSIT STATION

EXHIBIT E
8-20-2010

Owner/Applicant:
SunBrook Partners
7200 Wisconsin Avenue
Suite 750
Bethesda, MD 20814

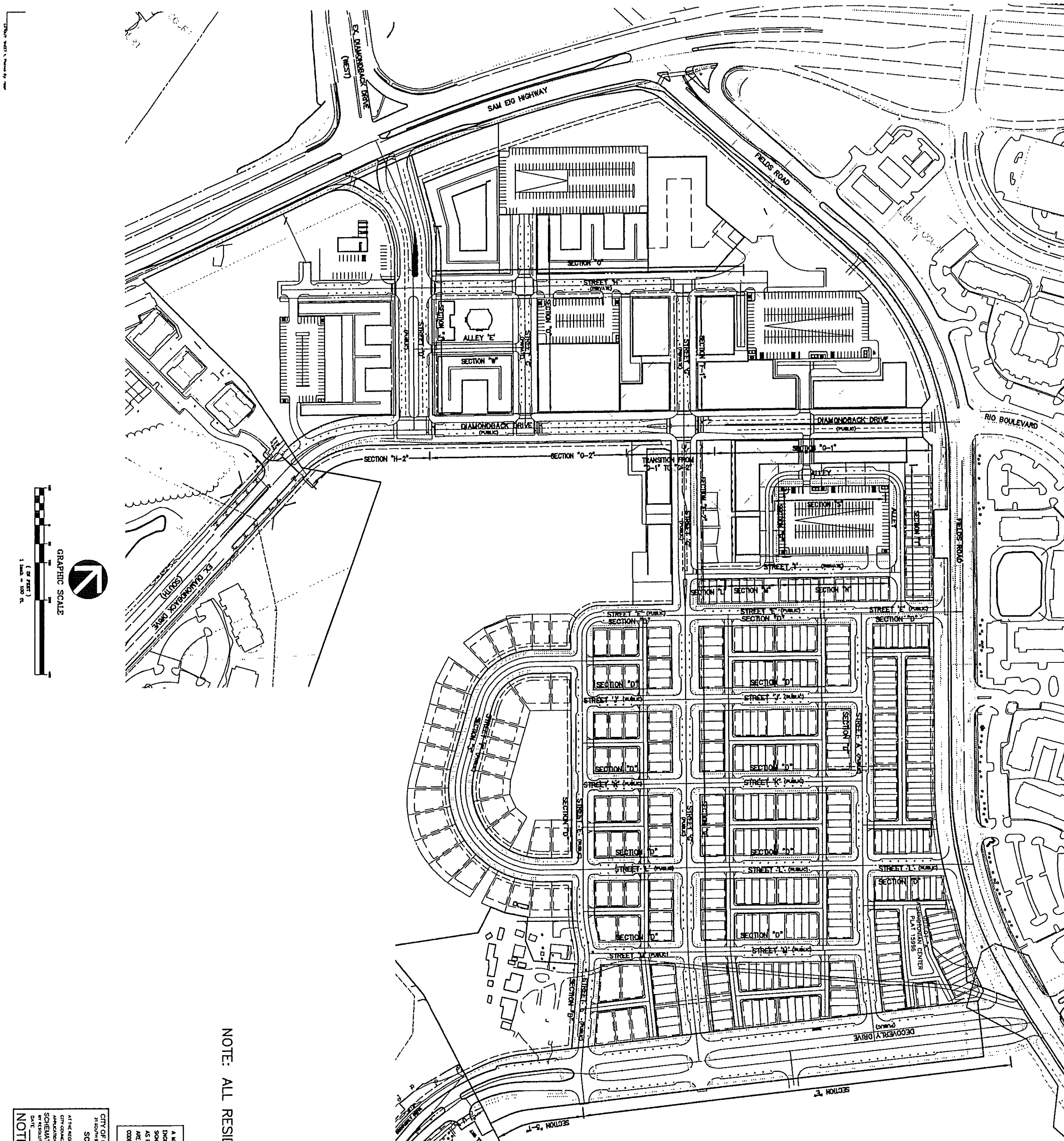
Crown Farm
TRANSIT (CCT) EXHIBIT

LAYOUT: E, Plotted By: gunter

K:\1500-1599\1535\xref\exhibits\VARICATION EXHIBITS\1-535000_E.dwg, - Aug 20, 2010 AT 4:19:10 PM

Exhibit "F"

Road Code Waiver Exhibit



NOTE: ALL RESIDENTIAL ALLEYS ARE SECTION "U"

A MARYLAND REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT SEAL AND SIGNATURE ON PLANS WILL BE ACCEPTED AS PRIMA FACIE EVIDENCE THAT PLANS ARE IN COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS.

CITY OF GAITHERSBURG MAYOR & COUNCIL
31 SOUTH SUMMIT AVENUE, GAITHERSBURG, MARYLAND 20877

SCHEMATIC DEVELOPMENT
PLAN APPROVAL

AT THE REGULARLY SCHEDULED MEETING OF THE MAYOR AND CITY COUNCIL HELD ON ________ APPLICATION NO. SDP-________ WAS GRANTED SCHEMATIC DEVELOPMENT PLAN APPROVAL BY RESOLUTION R-______ WITH ______ ( ) CONDITIONS.
DATE ________ BY ________

NOTE: ANY REVISIONS TO SIGNED PLANS MUST BE REAPPROVED BY THE MAYOR & CITY COUNCIL

PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.

SIGNATURE ________ DATE ________
MICHAEL B. GOODMAN
PRINTED NAME
TITLE: SENIOR ASSOCIATE
LICENSE No. 27721
7/19/13
EXPIRATION DATE

"FOR LOCATION OF UTILITIES CALL 8-1-1 or 1-800-257-7777 OR LOG ON TO www.call811.com or http://www.missutility.net 48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY"

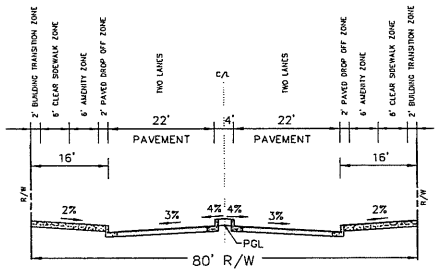
REVISIONS	
DATE: AUGUST, 2010	
DES. MM	DWN. JAR
SCALE: 1"=100'	
PROJECT/FILE NO. M1436L	
SHEET NO. 1 OF 4	

ROAD CODE WAIVER EXHIBIT

CROWN FARM

9TH ELECTION DISTRICT
CITY OF GAITHERSBURG, MONTGOMERY COUNTY, MD

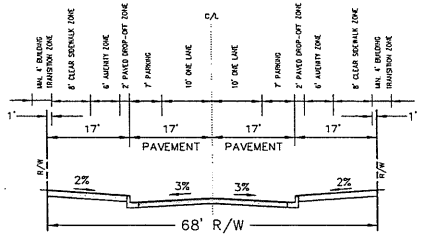
VIKA Incorporated
20251 Century Blvd.
Suite 400
Germantown, MD 20874



DIAMONDBACK DRIVE BETWEEN
CROWN VILLAGE BLVD AND EXISTING FIELDS ROAD
SECTION "G–7"
(PUBLIC)

CITY CLASSIFICATION: BUSINESS DISTRICT (DD)	REQUIRED	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	80'	80'
MIN. PAVEMENT WIDTH	2-24'	2-22'
MIN. SIDE WIDTH	6'	16'
MIN. MEDIAN WIDTH	20'	4'
MIN. C.L. RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (4' & 5')
PARKING	N/A	NO

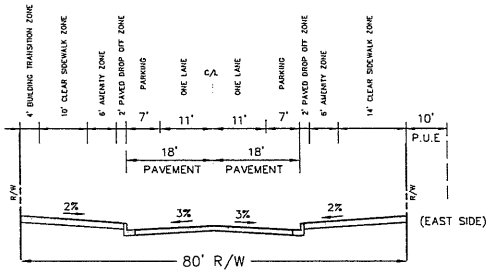
NOTE:
1. THE THREE FOOT TRANSITION ZONE BETWEEN THE COMMERCIAL BUILDING AND THE SIDEWALK WILL ACCOMMODATE THE BUILDING EAVE OVERHEAD, STEPS, ETC.



STREET "G" (FKA CROWN VILLAGE BLVD.) BETWEEN
STREET "H" AND DIAMONDBACK DRIVE
SECTION "F–1"
(PRIVATE)

CITY CLASSIFICATION: BUSINESS DISTRICT (BD)	REQUIRED	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	80'	80'
MIN. PAVEMENT WIDTH	2-24'	2-17'
MIN. SIDE WIDTH	6'	17'
MIN. MEDIAN WIDTH	20'	N/A
MIN. C.L. RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (4' & 5')
PARKING	N/A	YES

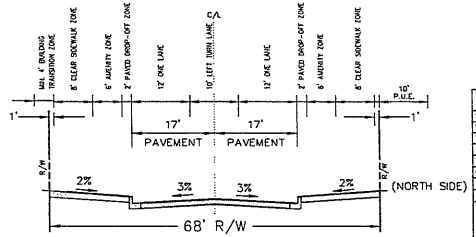
NOTE:
1. THE FOUR FOOT TRANSITION ZONE (1' WITHIN R/W) BETWEEN THE COMMERCIAL BUILDING AND THE SIDEWALK WILL ACCOMMODATE THE BUILDING EAVE OVERHEAD, STEPS, ETC.
2. THE MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 20' (TWO 12.5' LANES)



DIAMONDBACK DRIVE BETWEEN
STREET "D" AND CROWN VILLAGE BLVD
SECTION "G–2"
(PUBLIC)

CITY CLASSIFICATION: BUSINESS DISTRICT (BD)	REQUIRED	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	80'	80'
MIN. PAVEMENT WIDTH	2-24'	2-17'
MIN. SIDE WIDTH	6'	17'
MIN. MEDIAN WIDTH	20'	N/A
MIN. C.L. RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (4' & 5')
PARKING	N/A	YES

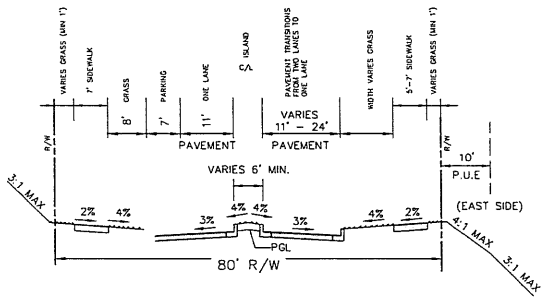
NOTE:
1. THE FOUR FOOT TRANSITION ZONE BETWEEN THE COMMERCIAL BUILDING AND THE SIDEWALK WILL ACCOMMODATE THE BUILDING EAVE OVERHEAD, STEPS, ETC.
2. MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 22' (TWO 11' LANES)



STREET "G" (FKA CROWN VILLAGE BLVD.) BETWEEN
DIAMONDBACK DRIVE AND STREET "E"
SECTION "F–2"
(PUBLIC)

CITY CLASSIFICATION: BUSINESS DISTRICT (BD)	REQUIRED	PROPOSED MODIFICATION	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	80'	80'	80'
MIN. PAVEMENT WIDTH	2-24'	2-17'	2-17'
MIN. SIDE WIDTH	6'	17'	17'
MIN. MEDIAN WIDTH	20'	N/A	N/A
MIN. C.L. RADIUS	300'	300'	300'
CURB AND GUTTER	YES	YES	YES
SIDEWALK	YES	YES (4')	YES (4')
PARKING	N/A	NO	NO

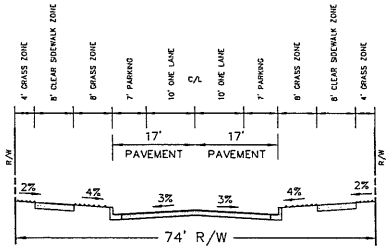
NOTE:
1. THE FOUR FOOT TRANSITION ZONE (1' WITHIN R/W) BETWEEN THE COMMERCIAL BUILDING AND THE SIDEWALK WILL ACCOMMODATE THE BUILDING EAVE OVERHEAD, STEPS, ETC.



DIAMONDBACK DRIVE BETWEEN
EXISTING DIAMONDBACK DRIVE (SOUTH) AND STREET "D"
SECTION "H–2"
(PUBLIC)

CITY CLASSIFICATION: BUSINESS DISTRICT (BD)	REQUIRED	PROPOSED MODIFICATION	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	80'	80'	80'
MIN. PAVEMENT WIDTH	2-24'	2-17'	2-17'
MIN. SIDE WIDTH	6'	6'	6'
MIN. MEDIAN WIDTH	20'	4'	4'
MIN. C.L. RADIUS	300'	300'	300'
CURB AND GUTTER	YES	YES	YES
SIDEWALK	YES	YES (4' & 5')	YES (4' & 5')
PARKING	N/A	YES	YES

NOTE:
1. TRANSITION FROM EXISTING DIAMOND BACK DRIVE (4 LANES) TO PROPOSED DIAMOND BACK DRIVE (2 LANES).



STREET "G" (FKA CROWN VILLAGE BLVD.) BETWEEN
STREET "E" AND DECOVERLY DRIVE
SECTION "9"
(PUBLIC)

CITY CLASSIFICATION: RESIDENTIAL SECONDARY (CRS-1)	REQUIRED	PROPOSED MODIFICATION	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	50'	50'	50'
MIN. PAVEMENT WIDTH	26'	2-17'	2-17'
MIN. SIDE WIDTH	12'	20'	20'
MIN. MEDIAN WIDTH	N/A	N/A	N/A
MIN. C.L. RADIUS	150'	150'	150'
CURB AND GUTTER	YES	YES	YES
SIDEWALK	NO	YES (4')	YES (4' & 6')
PARKING	N/A	YES	YES

NOTE:
1. MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 22' (TWO 11' LANES).

A MARYLAND REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT SEAL AND SIGNATURE ON PLANS WILL BE ACCEPTED AS PRIMA FACIE EVIDENCE THAT PLANS ARE IN COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS.

CITY OF GAITHERSBURG MAYOR & COUNCIL
31 SOUTH SUMMIT AVENUE, GAITHERSBURG MARYLAND 20877
SCHEMATIC DEVELOPMENT PLAN APPROVAL
AT THE REGULARLY SCHEDULED MEETING OF THE MAYOR AND CITY COUNCIL, HELD ON _____
APPLICATION NO. SDP- _____ WAS GRANTED
SCHEMATIC DEVELOPMENT PLAN APPROVAL
BY RESOLUTION R- _____ WITH _____ CONDITIONS.
DATE _____ BY _____
NOTE: ANY REVISIONS TO SIGNED PLANS MUST BE REAPPROVED BY THE MAYOR & CITY COUNCIL

PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.

SIGNATURE _____ DATE _____
MICHAEL B. GOODMAN — PRINTED NAME
TITLE: SENIOR ASSOCIATE — 7/19/12 EXPIRATION DATE
LICENSE No. 27721

"FOR LOCATION OF UTILITIES CALL 811 or 1-800-257-7777 OR LOG ON TO www.call811.com or http://www.missutility.net 48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY"

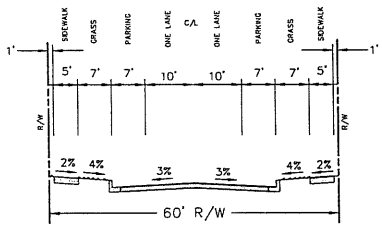
VIKA
VIKA, Incorporated
20251 Century Blvd.
Suite 300
Germantown, MD 20874
p.301.916.4100 f.301.916.2262
www.vika.com
Germantown, MD Sterling, VA

CROWN FARM
9TH ELECTION DISTRICT
CITY OF GAITHERSBURG, MONTGOMERY COUNTY, MD

ROAD CODE WAIVER EXHIBIT

REVISIONS

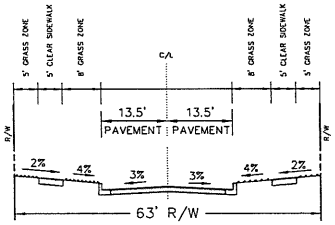
DATE: AUGUST, 2010
DES. MM | DWN. JAR
SCALE: 1"=10'
PROJECT/FILE NO. M14361
SHEET NO. 2 OF 4



CITY CLASSIFICATION: RESIDENTIAL SECONDARY (RS-1)	REQUIRED	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	60'	60'
MIN. PAVEMENT WIDTH	24-26'	24'(*)
MIN. SIDE WIDTH	6'	12'
MIN. MEDIAN WIDTH	26'	N/A
MIN. C/L RADIUS	150'	150'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (1)
PARKING	N/A	YES

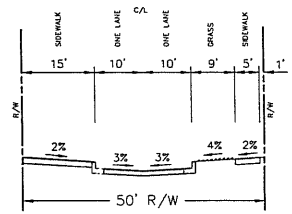
NOTE
1. THE MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 22' (TWO 11' LANES).

STREETS "A", "E", "J", "K", "L", & "M"
SECTION "D"
(PUBLIC)



CITY CLASSIFICATION: RESIDENTIAL SECONDARY (RS-1)	REQUIRED	PROPOSED MODIFICATION	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	60'	63'	63'
MIN. PAVEMENT WIDTH	24-26'	24-27'	24'
MIN. SIDE WIDTH	6'	5'	12'
MIN. MEDIAN WIDTH	26'	N/A	N/A
MIN. C/L RADIUS	150'	150'	150'
CURB AND GUTTER	YES	YES	YES
SIDEWALK	YES	YES (1)	YES
PARKING	N/A	YES (ONE SIDE)	YES

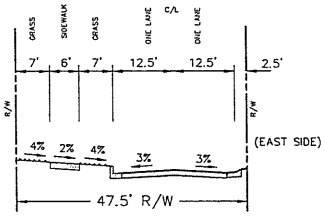
STREET "F"
SECTION "3"
(PUBLIC)



CITY CLASSIFICATION: ALLEY (AL-2)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	22'	50'
MIN. PAVEMENT WIDTH	20'	20'
MIN. SIDE WIDTH	2.5'	10'
MIN. MEDIAN WIDTH	N/A	N/A
MIN. C/L RADIUS	N/A	N/A
CURB AND GUTTER	NO	YES
SIDEWALK	NO	YES (*)
PARKING	N/A	NO

NOTE:
1. **SPILLED ON STREET

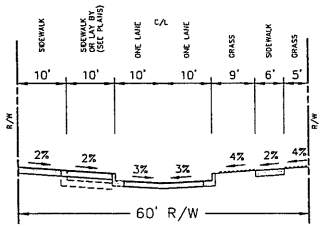
ALLEY SOUTH
SECTION "P"
(PRIVATE)



(EAST SIDE)

CITY CLASSIFICATION: BUSINESS DISTRICT (BD)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	60'	47.5'
MIN. PAVEMENT WIDTH	24-26'	24-27'
MIN. SIDE WIDTH	6'	2.5', 2.5'
MIN. MEDIAN WIDTH	26'	N/A
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (ONE SIDE)
PARKING	N/A	NO

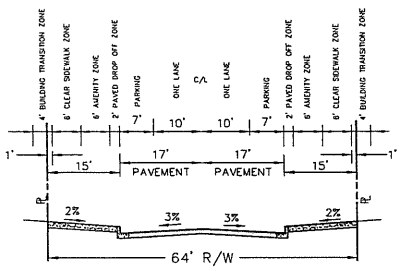
STREET "I" SOUTH
SECTION "L"
(PRIVATE)



CITY CLASSIFICATION: ALLEY (AL-2)	REQUIRED	PROPOSED MODIFICATION	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	22'	60'	22'
MIN. PAVEMENT WIDTH	20'	20'	20'
MIN. SIDE WIDTH	2.5'	10' (LH), 20'	2.5'
MIN. MEDIAN WIDTH	N/A	N/A	N/A
MIN. C/L RADIUS	N/A	N/A	N/A
CURB AND GUTTER	NO	YES	YES
SIDEWALK	NO	YES (10'-20', *)	SIDEWALK
PARKING	N/A	NO	NO

NOTE:
1. **SPILLED ON STREET

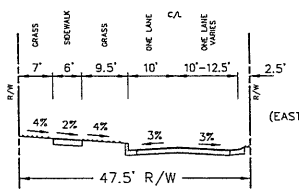
ALLEY WEST
SECTION "S"
(PRIVATE)



CITY CLASSIFICATION: BUSINESS DISTRICT (BD)	REQUIRED	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	60'	64'
MIN. PAVEMENT WIDTH	24-26'	24-27'
MIN. SIDE WIDTH	6'	15'
MIN. MEDIAN WIDTH	26'	N/A
MIN. C/L RADIUS	300'	150'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (8'&6')
PARKING	N/A	YES

NOTE:
1. THE MAIN PORT TRANSITION ZONE IS WITHIN R.O.W. BETWEEN THE COMMERCIAL BUILDING AND THE SIDEWALK WILL ACCOMMODATE THE BUILDING HOME ENTRANCE STEPS ETC.
2. THE MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 22' (TWO 11' LANES).

STREETS "C" & "H"
SECTION "O"
(PRIVATE)

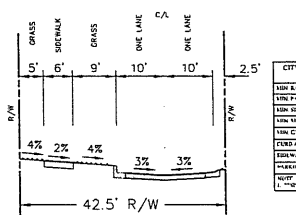


(EAST SIDE)

CITY CLASSIFICATION: BUSINESS DISTRICT (BD)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	60'	47.5'
MIN. PAVEMENT WIDTH	24-26'	24-26', 24-33'
MIN. SIDE WIDTH	6'	2.5', 2.5'
MIN. MEDIAN WIDTH	26'	N/A
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (8' ONE SIDE)
PARKING	N/A	NO

NOTE:
1. PAVEMENT WIDTH WILL BE 22' TOTAL

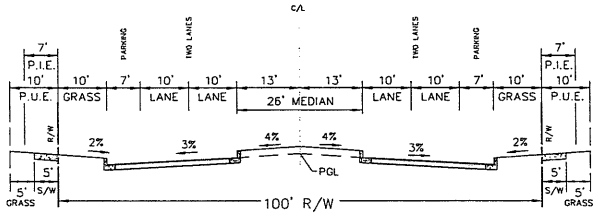
STREET "I" MIDDLE
SECTION "M"
(PRIVATE)



CITY CLASSIFICATION: ALLEY (AL-2)	REQUIRED	PROPOSED MODIFICATION	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	22'	42.5'	22'
MIN. PAVEMENT WIDTH	20'	20'	20'
MIN. SIDE WIDTH	2.5'	2.5', 20'	2.5'
MIN. MEDIAN WIDTH	N/A	N/A	N/A
MIN. C/L RADIUS	N/A	N/A	N/A
CURB AND GUTTER	NO	YES	YES
SIDEWALK	NO	YES (ONE SIDE)	NO
PARKING	N/A	NO	NO

NOTE:
1. **SPILLED ON STREET

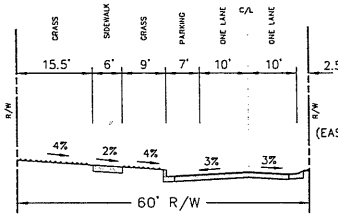
ALLEY NORTH
SECTION "T"
(PRIVATE)



CITY CLASSIFICATION: BUSINESS DISTRICT (BD)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	60'	100'
MIN. PAVEMENT WIDTH	24-26'	24'-26'
MIN. SIDE WIDTH	6'	5'
MIN. MEDIAN WIDTH	26'	26'
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (*, 8'&5')
PARKING	N/A	YES

NOTE:
1. THE MAIN PORT TRANSITION ZONE IS WITHIN R.O.W. BETWEEN THE COMMERCIAL BUILDING AND THE SIDEWALK WILL ACCOMMODATE THE BUILDING HOME ENTRANCE STEPS ETC.
2. THE MINIMUM PAVEMENT WIDTH ON EACH SIDE OF THE MEDIAN WITHOUT PARKING IS 22' (ONE 11' LANE ON EACH SIDE).

STREET "D"
SECTION "J"
(PUBLIC)



(EAST SIDE)

CITY CLASSIFICATION: BUSINESS DISTRICT (BD)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	60'	60'
MIN. PAVEMENT WIDTH	24-26'	24'-26'
MIN. SIDE WIDTH	6'	2.5', 10'
MIN. MEDIAN WIDTH	26'	N/A
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (ONE SIDE)
PARKING	N/A	YES (ONE SIDE)

NOTE:
1. THE MINIMUM PAVEMENT WIDTH WITHOUT PARKING ON THE WEST SIDE IS 22'.

STREET "I" NORTH
SECTION "N"
(PRIVATE)

A MARYLAND REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT SEAL AND SIGNATURE ON PLANS WILL BE ACCEPTED AS PRIMA FACIE EVIDENCE THAT PLANS ARE IN COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS.

CITY OF GAITHERSBURG MAYOR & COUNCIL
31 SOUTH SUMMIT AVENUE, GAITHERSBURG, MARYLAND 20877
SCHEMATIC DEVELOPMENT PLAN APPROVAL
AT THE REGULARLY SCHEDULED MEETING OF THE MAYOR AND CITY COUNCIL HELD ON _____
APPLICATION NO. SDP- _____ WAS GRANTED
SCHEMATIC DEVELOPMENT PLAN APPROVAL
BY RESOLUTION R- _____ adm _____ p CONDITIONS.
DATE _____ BY _____
NOTE - ANY REVISIONS TO SIGNED PLANS MUST BE REAPPROVED BY THE MAYOR & CITY COUNCIL

PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
SIGNATURE _____ DATE _____
MICHAEL B. GOODMAN — PRINTED NAME
TITLE: SENIOR ASSOCIATE
7/18/12 — EXPIRATION DATE
LICENSE No. 27721

"FOR LOCATION OF UTILITIES CALL 1-1-1 or 1-800-257-7777 OR LOG ON TO www.miss811.com or http://www.miss811.net 48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY"
The contractor must notify all public utility companies with underground facilities in the vicinity of the proposed construction. The contractor is to utilize extreme care in commencing construction. The contractor is responsible for compliance with requirements of Chapter 36 of the Montgomery County Code.

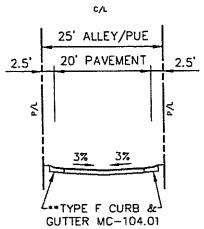
VIKA
VIKA, INCORPORATED
20251 Century Blvd.
Suite 400
Germantown, MD 20874
301.916.4100 301.916.2262
www.vika.com
Germantown, MD Baltimore, MD

CROWN FARM
9TH ELECTION DISTRICT
CITY OF GAITHERSBURG, MONTGOMERY COUNTY, MD

ROAD CODE WAIVER EXHIBIT

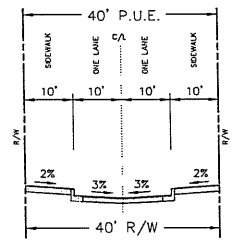
REVISIONS

DATE: AUGUST, 2010
DES. MM DWN. JAR
SCALE: 1"=10'
PROJECT/FILE NO. M1436L
SHEET NO. 3 OF 4



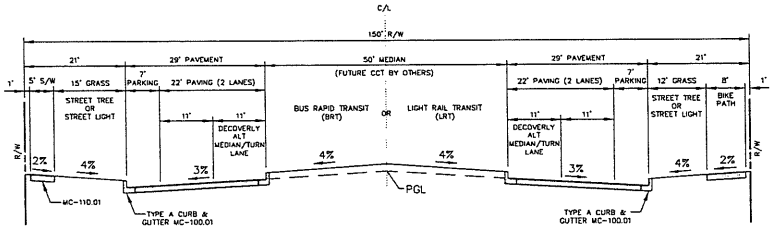
CITY CLASSIFICATION: ALLEY (AL-2)	REQUIRED	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	25'	25'
MIN. PAVEMENT WIDTH	20'	20'
MIN. SIDE WIDTH	2.5'	2.5'
MIN. MEDIAN WIDTH	N/A	N/A
MIN. C.L. RADIUS	N/A	N/A
CURB AND GUTTER	NO	YES
SIDEWALK	NO	NO
PARKING	N/A	NO
NOTE: 1. **SPILLED GUTTER		

RESIDENTIAL ALLEY
SECTION "U"



CITY CLASSIFICATION: ALLEY (AL-2)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	25'	25'
MIN. PAVEMENT WIDTH	20'	20'
MIN. SIDE WIDTH	2.5'	2.5'
MIN. MEDIAN WIDTH	N/A	N/A
MIN. C.L. RADIUS	N/A	N/A
CURB AND GUTTER	NO	YES
SIDEWALK	NO	NO
PARKING	N/A	NO
NOTE: 1. **SPILLED GUTTER		

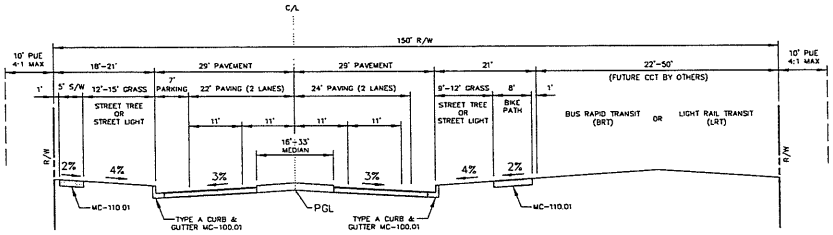
COMMERCIAL ALLEY BLOCK D
SECTION "V"



DIVIDED ROAD

CITY CLASSIFICATION: MAJOR LIMITED CONTROL (ML-1)	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	150'
MIN. PAVEMENT WIDTH	100' (22'-22')
MIN. SIDE WIDTH	21'
MIN. MEDIAN WIDTH	50'
MIN. C.L. RADIUS	300'
CURB AND GUTTER	YES
SIDEWALK	YES (5' & 8')
PARKING	NO
NOTE: 1. TRANSITIONS BEGIN AT EXISTING CURB AT EXISTING DECOVERLY DRIVE TO BE AFFORMATED IN THE R/W WITH LEFT TRANSITIONING FROM 100' PAVEMENT WIDTH TO 44' AS SHOWN	

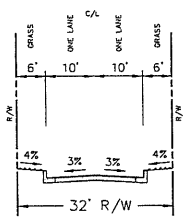
DECOVERLY DRIVE (EXTENDED) BETWEEN FIELDS ROAD AND STREET "E"
SECTION "E"
(PUBLIC)



DIVIDED ROAD

CITY CLASSIFICATION: MAJOR LIMITED CONTROL (ML-1)	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	150'
MIN. PAVEMENT WIDTH	100' (22'-22')
MIN. SIDE WIDTH	18'
MIN. MEDIAN WIDTH	18'
MIN. C.L. RADIUS	300'
CURB AND GUTTER	YES
SIDEWALK	YES (5' & 8')
PARKING	YES
NOTE: 1. DECOVERLY DRIVE 2 LANES OF TRAFFIC 2. FIELDS ROAD 4 LANES OF TRAFFIC WITH MEDIAN 3. TRANSITION FROM EXISTING DECOVERLY DRIVE TO PROPOSED DECOVERLY DRIVE TO BE AFFORMATED IN THE R/W	

DECOVERLY DRIVE (EXTENDED) FROM STREET "E" TO EXISTING DECOVERLY DRIVE
TRANSITIONAL SECTION "5-T"
(PUBLIC)



CITY CLASSIFICATION: ALLEY (AL-2)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	25'	32'
MIN. PAVEMENT WIDTH	20'	20'
MIN. SIDE WIDTH	2.5'	6'
MIN. MEDIAN WIDTH	N/A	N/A
MIN. C.L. RADIUS	N/A	15'
CURB AND GUTTER	NO	YES
SIDEWALK	NO	NO
PARKING	N/A	NO

ALLEY "E"
SECTION "W"

A MARYLAND REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT SEAL AND SIGNATURE ON PLANS WILL BE ACCEPTED AS PRIMA FACIE EVIDENCE THAT PLANS ARE IN COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS.

CITY OF GAITHERSBURG MAYOR & COUNCIL
31 SOUTH BUNNIT AVENUE, GAITHERSBURG MARYLAND 20877
SCHEMATIC DEVELOPMENT PLAN APPROVAL
AT THE REGULARLY SCHEDULED MEETING OF THE MAYOR AND CITY COUNCIL HELD ON _____
APPLICATION NO. SDP- _____ WAS GRANTED
SCHEMATIC DEVELOPMENT PLAN APPROVAL
BY RESOLUTION R- _____ WITH _____ ( ) CONDITIONS.
DATE _____ BY _____
NOTE: ANY REVISIONS TO SIGNED PLANS MUST BE REAPPROVED BY THE MAYOR & CITY COUNCIL

PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
SIGNATURE _____ DATE _____
MICHAEL B. GOODMAN 7/19/12
PRINTED NAME EXPIRATION DATE
TITLE: SENIOR ASSOCIATE
LICENSE No. 27721

"FOR LOCATION OF UTILITIES CALL 1-811 or 1-866-257-7777 OR LOG ON TO www.call811.com or http://www.missutility.net 48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY"
The contractor must verify all public utility connections and underground facilities at the site of proposed excavation and take them location in the utility companies prior to commencing excavation. The contractor is responsible for compliance with requirements of Chapter 25A of the Montgomery County Code.

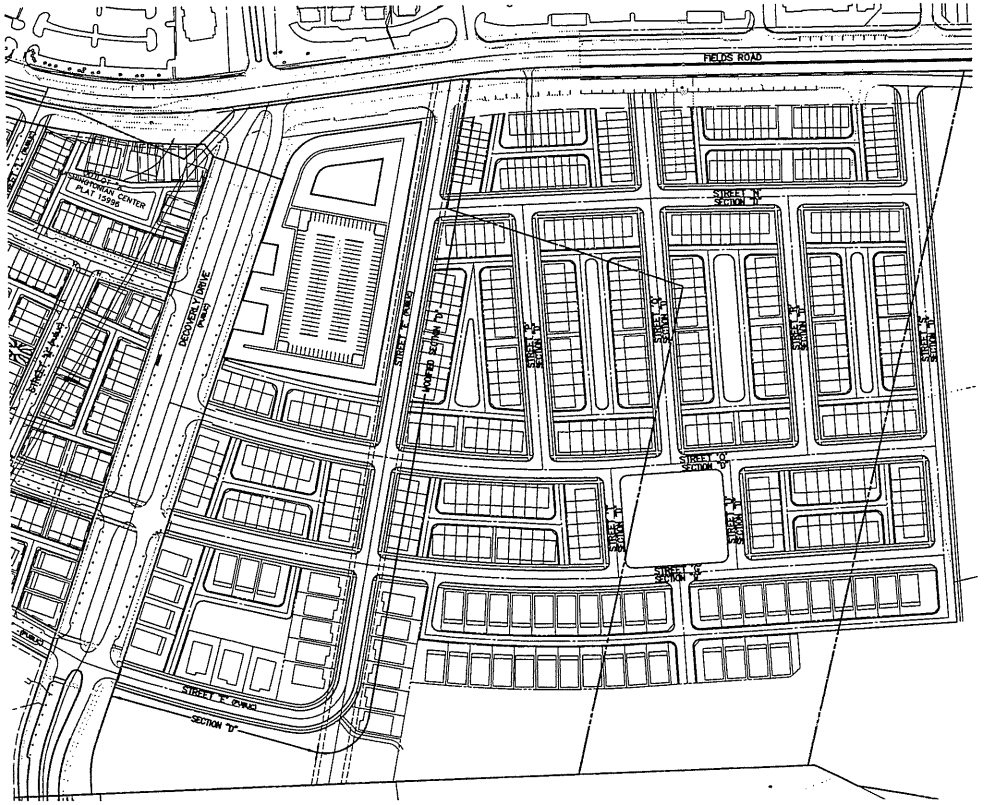
VIKA
VIKA, Incorporated
20251 Century Blvd.
Suite 400
Germantown, MD 20874
301.916.4100 / 301.916.2262
www.vika.com
Germantown, MD Waldorf, MD

CROWN FARM
9TH ELECTION DISTRICT
CITY OF GAITHERSBURG, MONTGOMERY COUNTY, MD

ROAD CODE WAIVER EXHIBIT

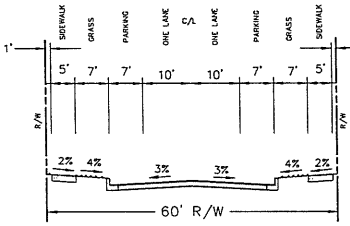
REVISIONS

DATE: AUGUST, 2010
DES. MM DWN. JAR
SCALE: 1"=10'
PROJECT/FILE NO. M1430L
SHEET NO.
4 OF 4



GRAPHIC SCALE

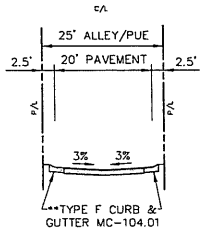
(IN FEET)
1 inch = 100 ft.



CITY CLASSIFICATION: RESIDENTIAL SECONDARY (RS-1)	REQUIRED	PREVIOUSLY APPROVED
MIN. R/O/W WIDTH	60'	60'
MIN. PAVEMENT WIDTH	2-17'	2-17'
MIN. SIDE WIDTH	6'	12'
MIN. MEDIAN WIDTH	24'	N/A
MIN. C/L RADIUS	150'	150'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (5')
PARKING	N/A	YES

NOTE:
1. THE MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 22' (TWO 11.0' LANES).
2. SECTION MAY BE MODIFIED FOR STREET "E" LOCATED ON THE WSSC RIGHT-OF WAY TO ACCOMMODATE WSSC REQUIREMENTS

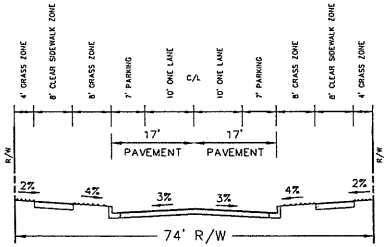
STREETS "E", "N", "P", "Q", "R", "S", "T", & "U"
SECTION "D"
(PUBLIC)



CITY CLASSIFICATION: ALLEY (AL-2)	REQUIRED	PREVIOUSLY APPROVED
MIN. R/O/W WIDTH	25'	25'
MIN. PAVEMENT WIDTH	20'	20'
MIN. SIDE WIDTH	2.5'	2.5'
MIN. MEDIAN WIDTH	N/A	N/A
MIN. C/L RADIUS	N/A	N/A
CURB AND GUTTER	NO	YES
SIDEWALK	NO	NO
PARKING	N/A	NO

NOTE:
1. **TYPE F CURB AND GUTTER

RESIDENTIAL ALLEY
SECTION "U"



CITY CLASSIFICATION: RESIDENTIAL SECONDARY (CRS-1)	REQUIRED	PREVIOUSLY APPROVED	PROPOSED MODIFICATION
MIN. R/O/W WIDTH	50'	74'	74'
MIN. PAVEMENT WIDTH	24'	2-17'	2-17'
MIN. SIDE WIDTH	12'	28'	28'
MIN. MEDIAN WIDTH	N/A	N/A	N/A
MIN. C/L RADIUS	150'	150'	150'
CURB AND GUTTER	YES	YES	YES
SIDEWALK	NO	YES (5' & 4')	YES (5')
PARKING	N/A	YES	YES

NOTE:
1. MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 22' (TWO 11.0' LANES).

STREET "G" (FKA CROWN VILLAGE BLVD.) BETWEEN
DECOVERLY DRIVE AND STREET "S"
SECTION "9"
(PUBLIC)

NOTE: ALL RESIDENTIAL ALLEYS ARE SECTION "U"

A MARYLAND REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT SEAL AND SIGNATURE ON PLANS WILL BE ACCEPTED AS PRIMA FACIE EVIDENCE THAT PLANS ARE IN COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS.

CITY OF GAITHERSBURG MAYOR & COUNCIL
31 SOUTH SUMMIT AVENUE, GAITHERSBURG MARYLAND 20877
SCHEMATIC DEVELOPMENT PLAN APPROVAL
AT THE REGULARLY SCHEDULED MEETING OF THE MAYOR AND CITY COUNCIL HELD ON
APPLICATION NO. SDP- WAS GRANTED
SCHEMATIC DEVELOPMENT PLAN APPROVAL
BY RESOLUTION No. WITH ( ) CONDITIONS.
DATE BY
NOTE - ANY REVISIONS TO SIGNED PLANS MUST BE REAPPROVED BY THE MAYOR & CITY COUNCIL

PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.

SIGNATURE DATE
MICHAEL B. COODMAN 7/18/12
PRINTED NAME EXPIRATION DATE
TITLE: SENIOR ASSOCIATE
LICENSE No. 27721

"FOR LOCATION OF UTILITIES CALL 1-800-257-7777 OR LOG ON TO www.call811.com or http://www.missutility.net 48 HOURS IN ADVANCE OF ANY WORK IN THIS VICINITY"

The information and notes on plans shall comply with applicable Montgomery County Code, Maryland State Code, and Federal Code. Contractor is responsible for obtaining all permits prior to commencing construction. The contractor is responsible for compliance with requirements of Chapter 56 of the Montgomery County Code.

VIKA
ENGINEER
SURVEYOR
PLANNER
LANDSCAPE ARCHITECTS
SURVEYORS
SITE DESIGNER
VIKA Maryland
20251 Century Blvd.
Suite 400
Germantown, MD 20874
p.301.916.4100 f.301.916.2262
www.vika.com
Germantown, MD Baltimore, MD

CROWN FARM
9TH ELECTION DISTRICT
CITY OF GAITHERSBURG, MONTGOMERY COUNTY, MD

NEIGHBORHOOD 3
ROAD CODE WAIVER EXHIBIT

REVISIONS

DATE: AUGUST, 2010
DES. MBG DWN. JAR
SCALE: 1"=100'
PROJECT/FILE NO. M1436L
SHEET NO. 1 OF 1

Exhibit "F-1"

Road Code Waiver Letter

August 25, 2010

Mr. Ollie Mumpower
City of Gaithersburg
Public Works, Park Maintenance and Engineering
800 Rabbitt Road
Gaithersburg, MD 20878

Re: Crown Farm Property
Road Code Waiver Application (the "Application")
Annexation Agreement No. X-182 as Amended
VIKA Project No. M1436L

Dear Mr. Mumpower:

On behalf of VII Crown Farm Owner, LLC, VIKA submits this Application requesting certain waivers from the City of Gaithersburg Road Code Requirements for the above-referenced project. These waivers are being requested to implement layout and design that is consistent with the referenced Annexation Agreement, as amended and other development approvals for the project (including previously approved Road Code Waivers). The proposed road sections are intended to create a traditional neighborhood design and help implement environmentally friendly elements. The waivers that are being requested will allow for road sections that are similar to those already approved, and some already built, in the Kentlands, Lakelands and Casey West developments. The following summary indicates which road sections are subject to previously approved Road Code Waivers and will continue to be used for the project with no modifications, which previously approved road sections are proposed to be modified pursuant to the Application, and which road sections are new and require approval of waivers pursuant to the Application.

Unmodified Sections -- Road Code Waivers for the following sections were approved pursuant to City Resolutions R-46-07 and R-49-08, remain valid and are not proposed to be modified by this Application: Section "E" (Decoverly Drive), Section "5T" (Decoverly Drive), Section "F-1" (Street "G"), Section "F-2" (Street "G"), Section "G-1" (Diamondback Drive), Section "G-2" (Diamondback Drive), Section "H-2" (Diamondback Drive), Section "O" (Streets "C", "H"), Section "U" (Residential Alley), Section "D" (Streets "A", "E", "J", "K", "L", "M", "N", "P", "Q", "R" ,"S", "T", "U").

Modified Sections -- Road Code Waivers for the following sections were approved pursuant to City Resolutions R-46-07 and R-49-08, remain valid and are proposed to be modified by this Application: Section "3" (Street "F"), Section "9" (Street "G"), Section "S" (Private Commercial Alley), Section "T" (Private Commercial Alley).

New Sections -- Road Code Waivers are requested for the following new sections: Section "J" (Street "D"), Section "L" (Street "I"), Section "M" (Street "I"), Section "N" (Street "I"), Section "P" (Private Commercial Alley), Section "W" (Private Commercial Alley).

This summary, along with the Road Code Waiver Exhibit Sheets, include the proposed road sections, minimum right of way width, minimum centerline radii, minimum pavement width, and minimum side width. Also included is a breakdown of each road proposed.

Should you have any questions or need additional information please don't hesitate calling me at 301-916- 4100, or emailing me at goodman@vika.com.

Sincerely,
VIKA, Inc.

Michael B. Goodman, P.E.
Senior Associate

MBG/kc

Enclosures:

PUBLIC STREET "F", SECTION "3" (REVISED)

CITY CLASSIFICATION RESIDENTIAL SECONDARY (RS-1)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-005**	PROPOSED MODIFICATION
MIN. R.O.W. WIDTH	80'	50'	63'
MIN. PAVEMENT WIDTH	2-24'	26'	2-13.5'
MIN. SIDE WIDTH	6'	12'	18'
MIN. MEDIAN WIDTH	20'	N/A	N/A
MIN. C/L RADIUS	150'	50'	150'
CURB AND GUTTER	YES	YES	YES
SIDEWALK	YES	YES (5' & 6'/8')	YES (5')
PARKING	N/A	YES	YES (ONE SIDE)

PUBLIC STREET "G" (FKA CROWN VILLAGE BLVD), SECTION "9" BETWEEN STREET "E" AND STREET "S" (REVISED)

CITY CLASSIFICATION RESIDENTIAL SECONDARY (CRS-1)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-005**	PROPOSED MODIFICATION
MIN. R.O.W. WIDTH	50'	74'	74'
MIN. PAVEMENT WIDTH	26'	2-17'	2-17'
MIN. SIDE WIDTH	12'	20'	20'
MIN. MEDIAN WIDTH	N/A	N/A	N/A
MIN. C/L RADIUS	150'	100'	150'
CURB AND GUTTER	YES	YES	YES
SIDEWALK	NO	YES (5' & 6')	YES (8' & 6')
PARKING	N/A	YES	YES

NOTE:

1.) MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 25' (TWO 12.5' LANES).

PRIVATE COMMERCIAL ALLEY, SECTION "S" BETWEEN SECTION "P" AND SECTION "T" (REVISED)

CITY CLASSIFICATION ALLEY (AL-2)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-006**	PROPOSED MODIFICATION
MIN. R.O.W. WIDTH	25'	25'	60'
MIN. PAVEMENT WIDTH	20'	20'	20'
MIN. SIDE WIDTH	2.5'	2.5'	10' OR 20'
MIN. MEDIAN WIDTH	N/A	N/A	N/A
MIN. C/L RADIUS	N/A	N/A	N/A
CURB AND GUTTER	NO	YES	YES
SIDEWALK	NO	YES	YES (10'-20', 6')
PARKING	N/A	NO	NO

NOTE:

1.) SPILL GUTTER

PRIVATE COMMERCIAL ALLEY, SECTION "T" BETWEEN STREET "E" AND SECTION "S" (REVISED)

CITY CLASSIFICATION ALLEY (AL-2)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-006**	PROPOSED MODIFICATION
MIN. R.O.W. WIDTH	25'	25'	42.5'
MIN. PAVEMENT WIDTH	20'	20'	20'
MIN. SIDE WIDTH	2.5'	2.5'	2.5', 20'
MIN. MEDIAN WIDTH	N/A	N/A	N/A
MIN. C/L RADIUS	N/A	N/A	N/A
CURB AND GUTTER	NO	YES	YES
SIDEWALK	NO	NO	YES (6' ONE SIDE)
PARKING	N/A	NO	NO

NOTE:

1.) SPILL GUTTER

PUBLIC STREET "D", SECTION "J"
(NEW SECTION)

CITY CLASSIFICATION BUSINESS DISTRICT (BD)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	80'	100'
MIN. PAVEMENT WIDTH	2-24'	2-10', 2-17'
MIN. SIDE WIDTH	6'	15' (W/P.I.E.)
MIN. MEDIAN WIDTH	20'	26'
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (6' & 6')
PARKING	N/A	YES

NOTE:

1.) THE MINIMUM PAVEMENT WIDTH ON EACH SIDE OF THE MEDIAN WITHOUT PARKING IS 22.5' (ONE 10' LANE AND ONE 12.5' LANE).

PRIVATE STREET "I", SECTION "L"
AT STREET "G"
(NEW SECTION)

CITY CLASSIFICATION BUSINESS DISTRICT (BD)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	80'	47.5'
MIN. PAVEMENT WIDTH	2-24'	2-12.5'
MIN. SIDE WIDTH	6'	2.5', 20'
MIN. MEDIAN WIDTH	20'	N/A
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (6' ONE SIDE)
PARKING	N/A	NO

PRIVATE STREET "I", SECTION "M"
BETWEEN SECTION "L" AND PRIVATE COMMERCIAL ALLEY
(NEW SECTION)

CITY CLASSIFICATION BUSINESS DISTRICT (BD)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	80'	47.5'
MIN. PAVEMENT WIDTH	2-24'	1-10', 1-12.5'
MIN. SIDE WIDTH	6'	2.5', 22.5'
MIN. MEDIAN WIDTH	20'	N/A
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (6' ONE SIDE)
PARKING	N/A	NO

PRIVATE STREET "I", SECTION "N"
BETWEEN PRIVATE COMMERCIAL ALLEYS
(NEW SECTION)

CITY CLASSIFICATION BUSINESS DISTRICT (BD)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	80'	60'
MIN. PAVEMENT WIDTH	2-24'	1-17', 1-10'
MIN. SIDE WIDTH	6'	2.5', 30.5'
MIN. MEDIAN WIDTH	20'	N/A
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (6' ONE SIDE)
PARKING	N/A	YES (ONE SIDE)

NOTE:

1.) THE MINIMUM PAVEMENT WIDTH WITHOUT PARKING ON THE WEST SIDE IS 12.5'.

PRIVATE COMMERCIAL ALLEY, SECTION "P" BETWEEN STREET "I" AND SECTION "S" (NEW SECTION)

CITY CLASSIFICATION ALLEY (AL-2)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	25'	50'
MIN. PAVEMENT WIDTH	20'	20'
MIN. SIDE WIDTH	2.5'	15'
MIN. MEDIAN WIDTH	N/A	N/A
MIN. C/L RADIUS	N/A	N/A
CURB AND GUTTER	NO	YES
SIDEWALK	NO	15', 5'
PARKING	N/A	NO

NOTE:

1.) SPILL GUTTER

PRIVATE COMMERICAL ALLEY "E", SECTION "W" BETWEEN STREET "C" AND STREET "D" (NEW SECTION)

CITY CLASSIFICATION ALLEY (AL-2)	REQUIRED	CURRENTLY PROPOSED
MIN. R.O.W. WIDTH	25'	32'
MIN. PAVEMENT WIDTH	20'	2-10'
MIN. SIDE WIDTH	2.5'	6'
MIN. MEDIAN WIDTH	N/A	N/A
MIN. C/L RADIUS	N/A	150'
CURB AND GUTTER	NO	YES
SIDEWALK	NO	NO
PARKING	N/A	NO

PUBLIC DECOVERLY DRIVE, SECTION "E" BETWEEN FIELDS ROAD AND STREET "E" (NO CHANGE)

CITY CLASSIFICATION MAJOR LIMITED CONTROL (ML-1)	PREVIOUSLY APPROVED **PER SDP-06-005**
MIN. R.O.W. WIDTH	150'
MIN. PAVEMENT WIDTH	2-29' (22')
MIN. SIDE WIDTH	21'
MW. MEDIAN WIDTH	50'
MIN. C/L RADIUS	300'
CURB AND GUTTER	YES
SIDEWALK	YES (5' & 8')
PARKING	YES

NOTE:

1.) TRANSITION FROM EXISTING DECOVERLY DRIVE TO PROPOSED DECOVERLY DRIVE TO BE ACCOMMODATED IN 150' R/W WITH CCT TRANSITIONING FROM THE CENTER MEDIAN TO THE EAST SIDE AS SHOWN.

PUBLIC DECOVERLY DRIVE, SECTION "5T" BETWEEN STREET "E" TO EXISTING DECOVERLY DRIVE (NO CHANGE)

CITY CLASSIFICATION MAJOR LIMITED CONTROL (ML-1)	PREVIOUSLY APPROVED **PER SDP-06-005**
MIN. R.O.W. WIDTH	150'
MIN. PAVEMENT WIDTH	2-29', (22')
MIN. SIDE WIDTH	21'
MIN. MEDIAN WIDTH	N/A
MIN. C/L RADIUS	300'
CURB AND GUTTER	YES
SIDEWALK	YES (5' & 8')
PARKING	YES

NOTES:

1.) DECOVERLY DRIVE 4 LANES OF TRAFFIC.
2.) TRANSITION FROM EXISTING DECOVERLY DRIVE TO PROPOSED DECOVERLY DRIVE TO BE ACCOMMODATED IN 150' R/W.
3.) MINIMUM SIDE WIDTH TRANSITION TO EXISTING DECOVERLY SIDE WIDTH OF +/- 10'.

PRIVATE STREET "G" (FKA CROWN VILLAGE BLVD), SECTION "F-1" BETWEEN STREET "H" AND DIAMONDBACK DRIVE (NO CHANGE)

CITY CLASSIFICATION BUSINESS DISTRICT (BD)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-006**
MIN. R.O.W. WIDTH	80'	68'
MIN. PAVEMENT WIDTH	2-24'	2-17'
MIN. SIDE WIDTH	6'	17'
MIN. MEDIAN WIDTH	20'	N/A
MW. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (8' & 8')
PARKING	N/A	YES

NOTE:

1.) THE MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 25' (TWO 12.5' LANES).

PUBLIC STREET "G" (FKA CROWN VILLAGE BLVD), SECTION "F-2" BETWEEN DIAMONDBACK DRIVE AND STREET "E" (NO CHANGE)

CITY CLASSIFICATION BUSINESS DISTRICT (BD)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-006**
MIN. R.O.W. WIDTH	80'	68'
MIN. PAVEMENT WIDTH	2-24'	2-17'
MIN. SIDE WIDTH	6'	17'
MIN. MEDIAN WIDTH	20'	N/A
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (8' & 8')
PARKING	N/A	NO

NOTE:

1.) THE FOUR FOOT TRANSITION ZONE (1' WITHIN R/W) BETWEEN THE COMMERCIAL BUILDING AND THE SIDEWALK WILL ACCOMMODATE THE BUILDING DOOR SWINGS, STEPS ETC.

PUBLIC DIAMONDBACK DRIVE, SECTION "G-1" BEWTEEN STREET "G" AND EXISTING FIELDS ROAD (NO CHANGE)

CITY CLASSIFICATION BUSINESS DISTRICT (BD)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-006**
MIN. R.O.W. WIDTH	80'	80'
MIN. PAVEMENT WIDTH	2-24'	4-1 1'
MIN. SIDE WIDTH	6'	16'
MIN. MEDIAN WIDTH	20'	4'
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (6')
PARKING	N/A	NO

NOTE:

1.) THE THREE FOOT TRANSITION ZONE BETWEEN THE COMMERCIAL BUILDING AND THE SIDEWALK WILL ACCOMMODATE THE BUILDING DOOR SWINGS, STEPS, ETC.

PUBLIC DIAMONDBACK DRIVE, SECTION "G-2" BETWEEN STREET "D" AND STREET "G" (NO CHANGE)

CITY CLASSIFICATION BUSINESS DISTRICT (BD)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-006**
MIN. R.O.W. WIDTH	80'	80'
MIN. PAVEMENT WIDTH	2-24'	2-18'
MIN. SIDE WIDTH	6'	22'
MIN. MEDIAN WIDTH	20'	N/A
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (10' & 14')
PARKING	N/A	YES

NOTES:

1.) THE FOUR FOOT TRANSITION ZONE BETWEEN THE COMMERCIAL BUILDING AND THE SIDEWALK WILL ACCOMMODATE THE BUILDING DOOR SWINGS, STEPS, ETC.
2.) MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 22' (TWO 11' LANES).

PUBLIC DIAMONDBACK DRIVE, SECTION "H-2" BETWEEN EXISTING DIAMONDBACK DRIVE (SOUTH) AND STREET "D" (NO CHANGE)

CITY CLASSIFICATION BUSINESS DISTRICT (BD)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-006**
MIN. R.O.W. WIDTH	80'	80'
MIN. PAVEMENT WIDTH	2-24'	2-11'
MIN. SIDE WIDTH	6'	9'
MIN. MEDIAN WIDTH	20'	6'
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (5' & 5')
PARKING	N/A	YES

NOTE:

1.) TRANSITION FROM EXISTING DIAMONDBACK DRIVE (4 LANES) TO PROPOSED DIAMONDBACK DRIVE (2 LANES).

PRIVATE STREETS "C", "H", SECTION "O" (NO CHANGE)

CITY CLASSIFICATION BUSINESS DISTRICT (BD)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-006**
MIN. R.O.W. WIDTH	80'	64'
MIN. PAVEMENT WIDTH	2-24"	2-17'
MIN. SIDE WIDTH	6'	15'
MIN. MEDIAN WIDTH	20'	N/A
MIN. C/L RADIUS	300'	300'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (6'&6')
PARKING	N/A	YES

NOTE:

1.) SPILL GUTTER

PUBLIC STREETS "A","E","J","K","L","M","N","P" PUBLIC STREETS "Q","R","S","T","U", SECTION "D" (NO CHANGE)

CITY CLASSIFICATION RESIDENTIAL SECONDARY (RS-1)	REQUIRED	PREVIOUSLY APPROVED
MIN. R.O.W. WIDTH	80'	60'
MIN. PAVEMENT WIDTH	2-24'	2-17'
MIN. SIDE WIDTH	6'	13'
MIN. MEDIAN WIDTH	20'	N/A
MIN. C/L RADIUS	150'	50'
CURB AND GUTTER	YES	YES
SIDEWALK	YES	YES (5')
PARKING	N/A	YES

NOTE:

1.) THE MINIMUM PAVEMENT WIDTH WITHOUT PARKING IS 25' (TWO 12.5' LANES).

TYPICAL PRIVATE RESIDENTIAL ALLEY, SECTION "U" (NO CHANGE)

CITY CLASSIFICATION ALLEY (AL-2)	REQUIRED	PREVIOUSLY APPROVED **PER SDP-06-006**
MIN. R.O.W. WIDTH	25'	25'
MIN. PAVEMENT WIDTH	20'	20'
MIN. SIDE WIDTH	2.5'	2.5'
MIN. MEDIAN WIDTH	N/A	N/A
MIN. C/L RADIUS	N/A	N/A
CURB AND GUTTER	NO	YES
SIDEWALK	NO	NO
PARKING	N/A	NO

NOTE:

1.) SPILL GUTTER

Exhibit "G"

Off-Site Road Improvements

Exhibit "G"
CROWN FARM OFF-SITE ROAD IMPROVEMENTS[1]

1. **Sam Eig Highway and Fields Road**

   (a) Widen eastbound Fields Road to 3 lanes from Sam Eig Highway to Rio Boulevard, a distance of approximately 1,100 feet.

   (b) Prepare maintenance of traffic plans and signing and marking plans.

   (c) Modify traffic signal at Sam Eig Highway, if required.

2. **Fields Road and Rio Boulevard**

   (a) Modify the existing traffic signal from a 3-way to a 4-way intersection (Diamondback Drive to the south)

   (b) Prepare maintenance of traffic plans and signing and marking plans.

3. **Fields Road and Decoverly Drive**

   (a) Install a traffic signal, if warranted, to allow for a 4-way intersection (including Decoverly Drive to the south).

   (b) Prepare maintenance of traffic plans and signing and marking plans.

4. **Fields Road and Washingtonian Boulevard**

   (a) Modify the existing traffic signal to incorporate the new geometry of Fields Road at this intersection.

   (b) Prepare maintenance of traffic plans and signing and marking plans.

5. **MD 119 (Great Seneca Highway) and Sam Eig Highway**

   (a) Change signalized southbound double left from Sam Eig Highway to MD 119 from a signalized double right to one free right and one signalized right.

   (b) Continue auxiliary lane to Muddy Branch Road from Sam Eig Highway.

   (c) Modify traffic signal.

6. **MD 28 and Omega Drive – Medical Center Drive**

Exhibit "G"
CROWN FARM OFF-SITE ROAD IMPROVEMENTS[1]

(a) Restripe southbound thru lane to a dedicated left-turn lane with a double left turn approximately 320 feet long with a 250-foot taper.

(b) Construct an approximately 250-foot eastbound double left-turn lane with a 250-foot taper.

(c) Prepare maintenance of traffic plans and signing and marking plans.

(d) Modify traffic signal.

7. Shady Grove Road and Darnestown Road

(a) Restripe northbound right-turn lane to a thru/right turn lane.

8. Diamondback Drive and Decoverly Drive

(a) Install approximately 185-foot diameter, 2-lane roundabout.

(b) Prepare maintenance of traffic plans and signing and marking plans.

9. Shady Grove Road and Corporate Drive

(a) Change westbound right turn to free right.

(b) Extend auxiliary lane from I-270 ramp southerly to Corporate Drive, approximately 300 feet.

(c) Modify traffic signal.

10. MD 119 (Great Seneca Highway) and Muddy Branch Road

(a) Add one northbound left-turn lane in the median. Left-turn lane to be approximately 180 feet long with 150-foot taper.

(b) Prepare maintenance of traffic plans and signing and marking plans.

(c) Modify traffic signal.

11. MD 119 (Great Seneca Highway) and Decoverly Drive

(a) Change westbound right-turn lane to a free right.

(b) Add one southbound thru lane. Southbound thru lane will begin approximately 1,000 feet north of Decoverly Drive and extend to a point approximately 700 feet south of Decoverly Drive, a total distance of approximately 1,700 feet.

(c) Extend auxiliary lane from Sam Eig Highway back to Decoverly Drive (approximately 600 feet).

(d) Prepare maintenance of traffic plans and signing and marking plans.

12. MD 28 and Shady Grove Road

(a) Add acceleration lane from southbound free right on Shady Grove Road. Auxiliary lane to extend to first driveway (a distance of approximately 350 feet).

(b) Prepare maintenance of traffic plans and signing and marking plans.

(c) Modify traffic signal

[1]All references to linear feet are approximate

Exhibit "H"

Fields Road Jurisdiction
And
Dedication Exhibit

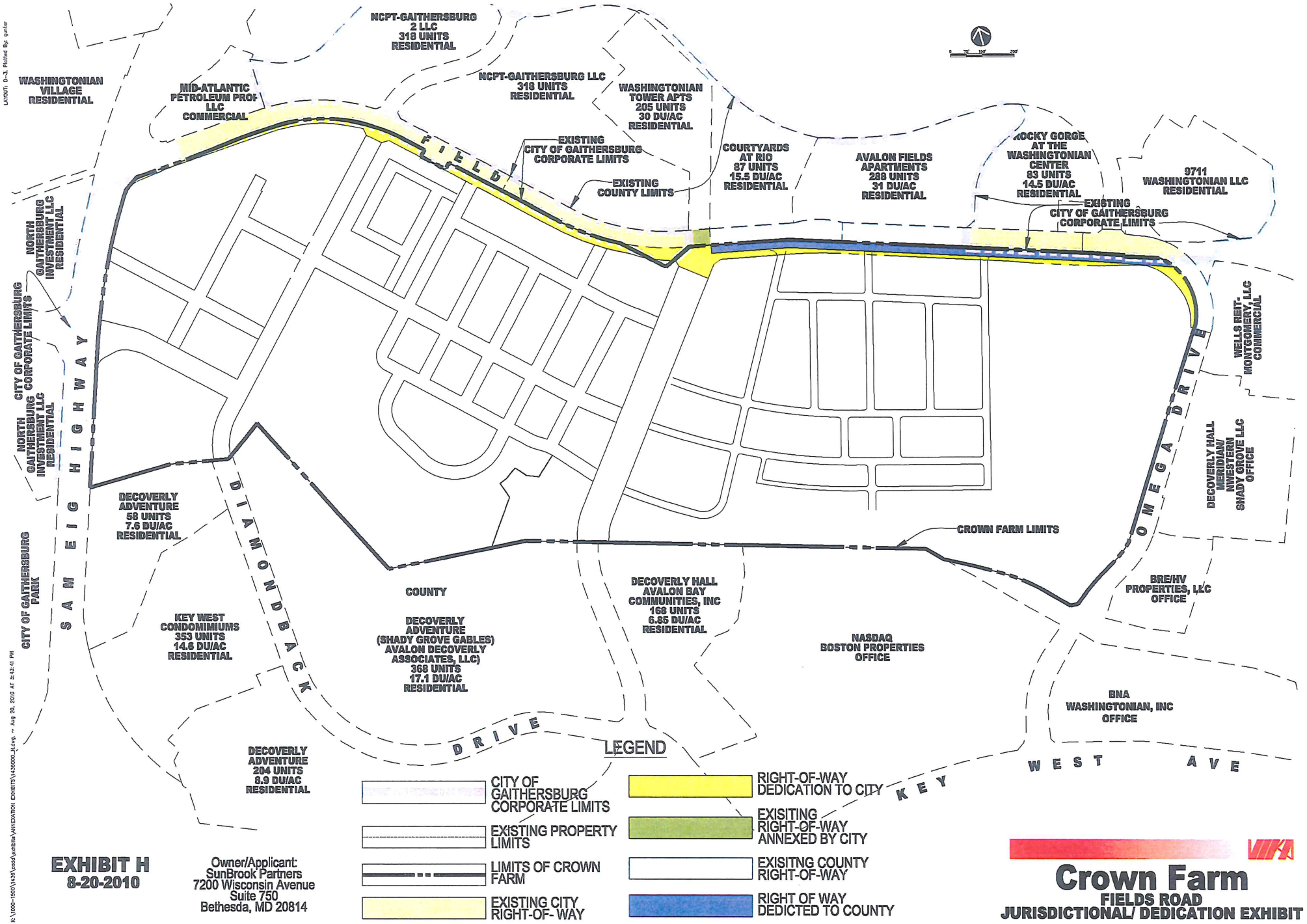
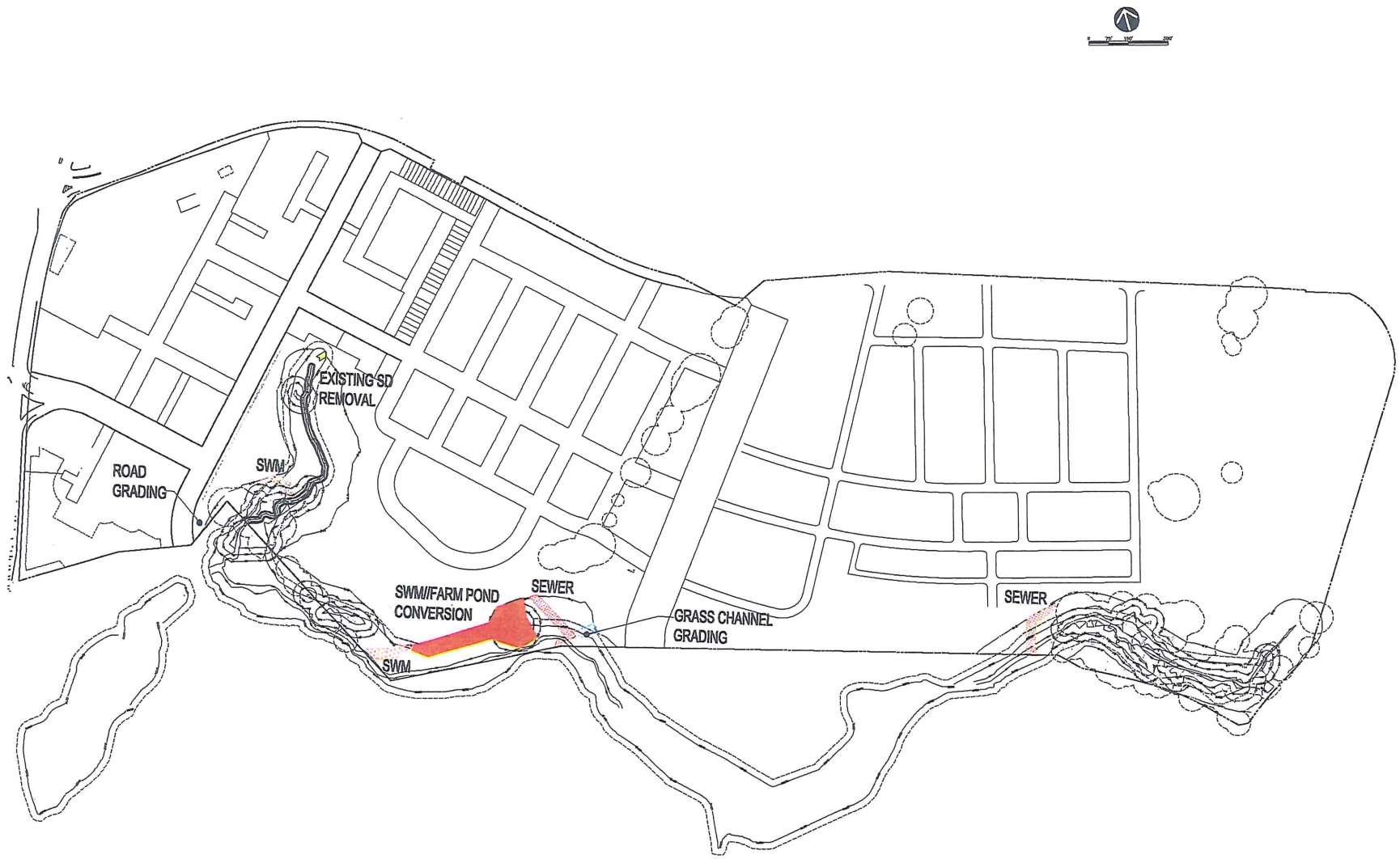

WASHINGTONIAN VILLAGE RESIDENTIAL
MID-ATLANTIC PETROLEUM PROP LLC COMMERCIAL
NCPT-GAITHERSBURG 2 LLC 318 UNITS RESIDENTIAL
NCPT-GAITHERSBURG LLC 318 UNITS RESIDENTIAL
WASHINGTONIAN TOWER APTS 205 UNITS 30 DU/AC RESIDENTIAL
EXISTING CITY OF GAITHERSBURG CORPORATE LIMITS
EXISTING COUNTY LIMITS
COURTYARDS AT RIO 87 UNITS 15.5 DU/AC RESIDENTIAL
AVALON FIELDS APARTMENTS 288 UNITS 31 DU/AC RESIDENTIAL
ROCKY GORGE AT THE WASHINGTONIAN CENTER 83 UNITS 14.5 DU/AC RESIDENTIAL
9711 WASHINGTONIAN LLC RESIDENTIAL
EXISTING CITY OF GAITHERSBURG CORPORATE LIMITS
FIELDS
NORTH GAITHERSBURG INVESTMENT LLC RESIDENTIAL
CITY OF GAITHERSBURG CORPORATE LIMITS
NORTH GAITHERSBURG INVESTMENT LLC RESIDENTIAL
SAM EIG HIGHWAY
WELLS REIT-MONTGOMERY, LLC COMMERCIAL
DECOVERLY HALL MERIDIAN/ NWESTERN SHADY GROVE LLC OFFICE
OMEGA DRIVE
DECOVERLY ADVENTURE 58 UNITS 7.6 DU/AC RESIDENTIAL
DIAMONDBACK
CROWN FARM LIMITS
CITY OF GAITHERSBURG PARK
COUNTY
DECOVERLY HALL AVALON BAY COMMUNITIES, INC 168 UNITS 6.85 DU/AC RESIDENTIAL
BRE/HV PROPERTIES, LLC OFFICE
KEY WEST CONDOMIMIUMS 353 UNITS 14.6 DU/AC RESIDENTIAL
DECOVERLY ADVENTURE (SHADY GROVE GABLES) AVALON DECOVERLY ASSOCIATES, LLC) 368 UNITS 17.1 DU/AC RESIDENTIAL
NASDAQ BOSTON PROPERTIES OFFICE
BNA WASHINGTONIAN, INC OFFICE
DRIVE
KEY WEST AVE
DECOVERLY ADVENTURE 204 UNITS 8.9 DU/AC RESIDENTIAL
LEGEND
CITY OF GAITHERSBURG CORPORATE LIMITS
EXISTING PROPERTY LIMITS
LIMITS OF CROWN FARM
EXISTING CITY RIGHT-OF- WAY
RIGHT-OF-WAY DEDICATION TO CITY
EXISITING RIGHT-OF-WAY ANNEXED BY CITY
EXISITNG COUNTY RIGHT-OF-WAY
RIGHT OF WAY DEDICTED TO COUNTY
EXHIBIT H
8-20-2010
Owner/Applicant:
SunBrook Partners
7200 Wisconsin Avenue
Suite 750
Bethesda, MD 20814
Crown Farm
FIELDS ROAD
JURISDICTIONAL/ DEDICATION EXHIBIT

Exhibit "I"

Environmental Waiver Exhibit



LEGEND

- EXISTING FARM POND/SWM CONVERSION
- SANITARY SEWER CONNECTION
- SWM POND SAFE CONVEYANCE
- ROAD EXTENSION
- GRASS CHANNEL GRADING
- EXISTING STORM DRAIN REMOVAL

EXHIBIT I
8-20-2010

Owner/Applicant:
SunBrook Partners
7200 Wisconsin Avenue
Suite 750
Bethesda, MD 20814

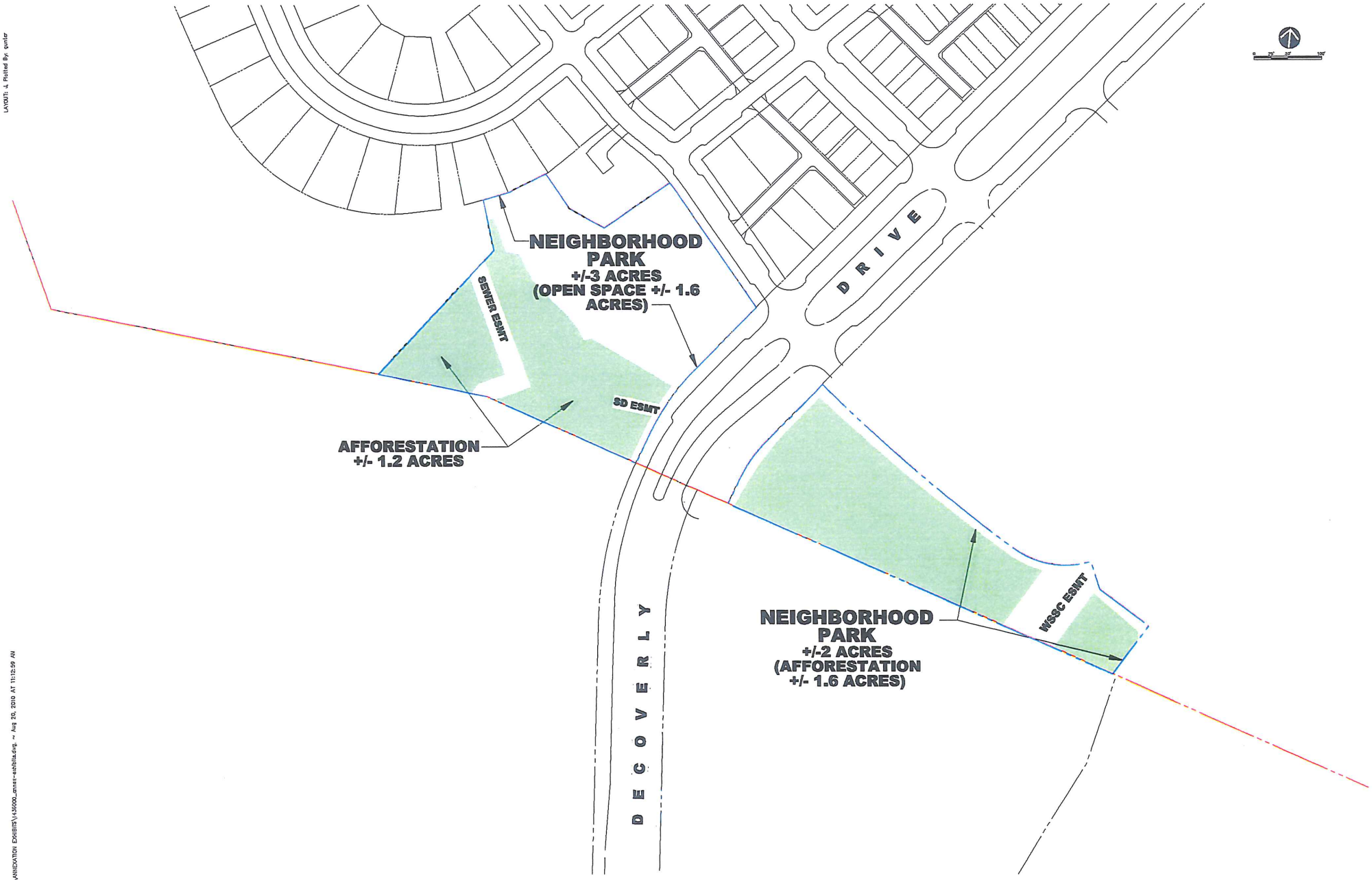
Crown Farm
ANNEXATION X-182
ENVIRONMENTAL WAIVER EXHIBIT

LAYOUT: L1, Plotted By: gunter

K:\1000-1500\1436\cadd\preliminary\1436100 ENVIRONMENTAL WAIVER.dwg, ~ Aug 20, 2010 AT 6:31:27 PM

Exhibit "J"

City Park Forestation Exhibit



LEGEND

FORESTATION AREA

NEIGHBORHOOD PARK BOUNDARY

EXHIBIT J
8-20-2010

Owner/Applicant:
SunBrook Partners
7200 Wisconsin Avenue
Suite 750
Bethesda, MD 20814

Crown Farm
NEIGHBORHOOD PARK DEDICATION & PARK AFFORESTATION EXHIBIT

LAYOUT: J, Plotted By: gunter

K:\1000-1500\1436\cadd\exhibits\ANNEXATION EXHIBITS\1436000_annex-exhibits.dwg, ~ Aug 20, 2010 AT 11:12:59 AM

Exhibit "K"

School Site Exhibit

EXHIBIT K
12-06-2010

Owner/Applicant:
SunBrook Partners
7200 Wisconsin Avenue
Suite 750
Bethesda, MD 20814

VIKA

Crown Farm
SCHOOL SITE EXHIBIT

Exhibit "L"

Historic House Lot Exhibit

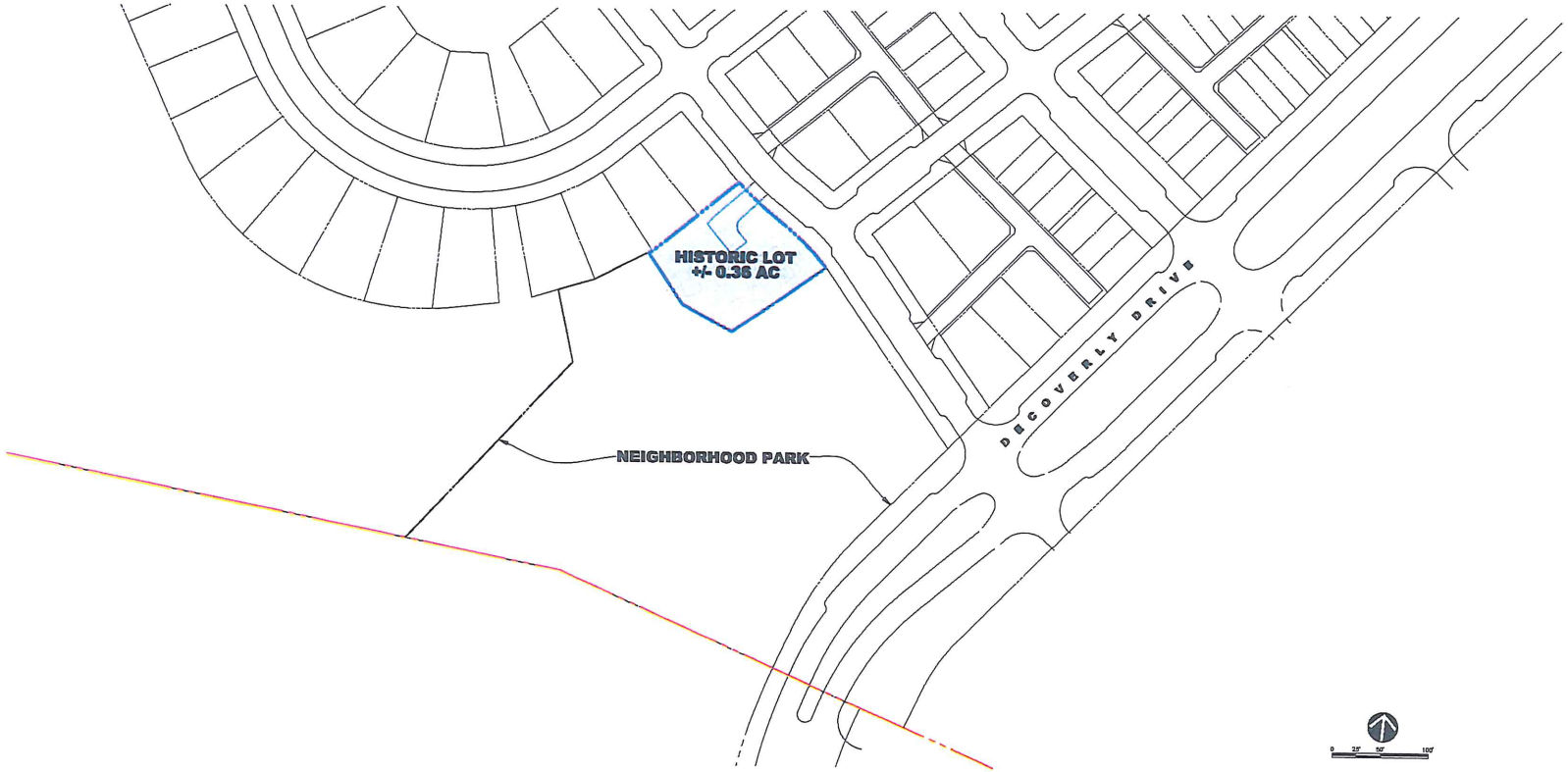


EXHIBIT L
8-20-2010

Owner/Applicant:
SunBrook Partners
7200 Wisconsin Avenue
Suite 750
Bethesda, MD 20814

VIKA

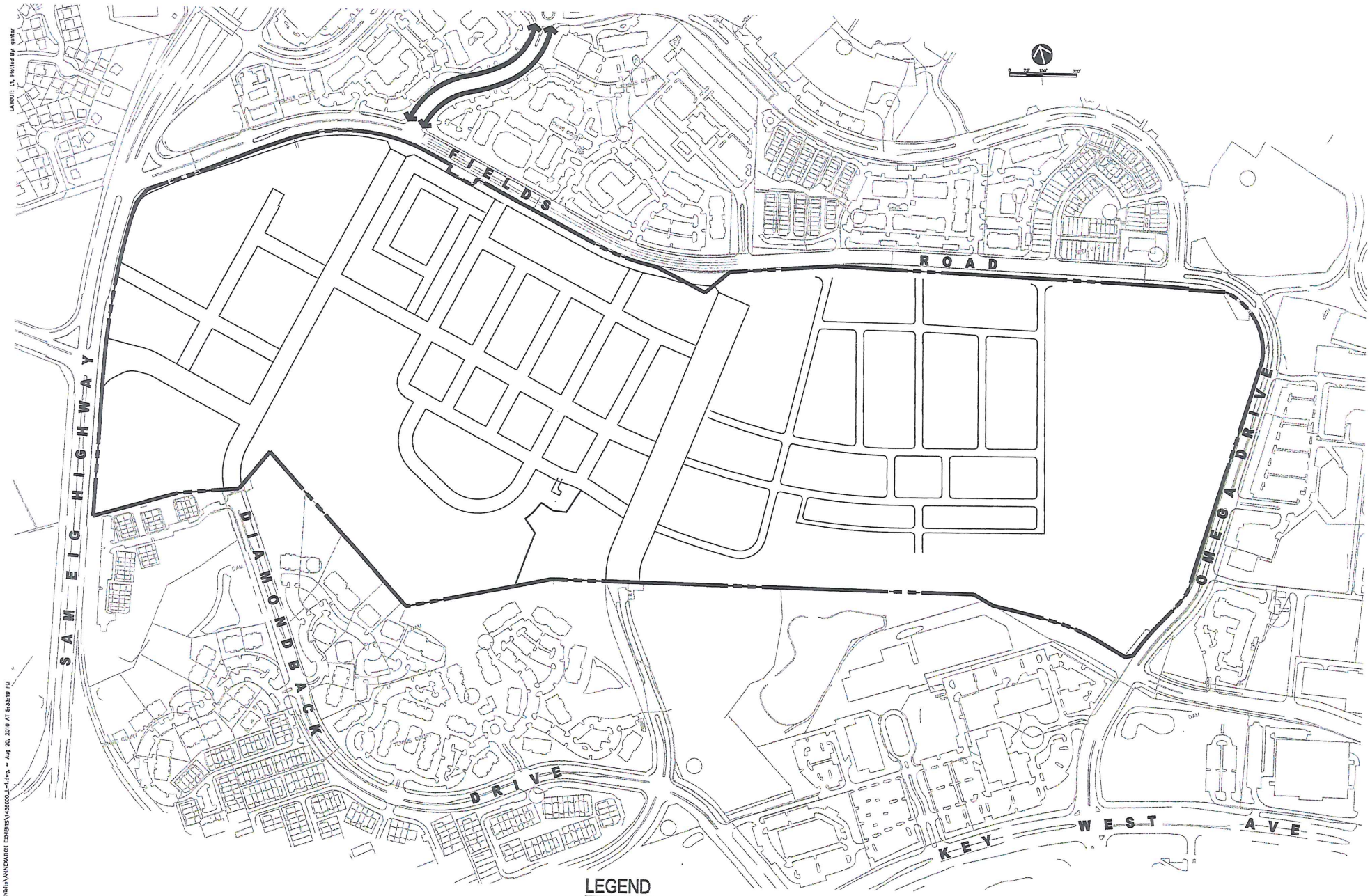
Crown Farm
HISTORIC HOUSE LOT EXHIBIT

LAYOUT: L, Plotted By: gunter

K:\1000-1500\1436\cadd\exhibits\ANNEXATION EXHIBITS\1436000_annex-exhibits.dwg, ~ Aug 20, 2010 AT 11:16:07 AM

Exhibit "L-1"

Off-Site Sidewalks



LEGEND

SITE BOUNDARY

OFF SITE POINTS OF PEDESTRIAN CONNECTION (SUBJECT TO R/W OR EASEMENT AVAILABILITY)

EXHIBIT L-1
8-20-2010

Owner/Applicant:
SunBrook Partners
7200 Wisconsin Avenue
Suite 750
Bethesda, MD 20814

Crown Farm
OFF-SITE SIDEWALK EXHIBIT

LAYOUT: L1, Plotted By: gunter

K:\1000-1500\1436\cadd\exhibits\ANNEXATION EXHIBITS\1436000_L-1.dwg, ~ Aug 20, 2010 AT 5:33:19 PM