

ANNEXATION AGREEMENT
(X-7089-2015)

THIS ANNEXATION AGREEMENT (“Agreement”) is made this ____ day of _____, 2016, by and between DARNESTOWN VALLEY – WHM LP, a Maryland limited partnership and DARNESTOWN VALLEY PETROLEUM – WHM, LLC, a Maryland limited liability company, both having their principal offices at 12165 Darnestown Road, Gaithersburg, Maryland 20878 (“WHM”), THE CITY OF GAITHERSBURG, a municipal corporation of the State of Maryland, and THE MAYOR AND COUNCIL OF GAITHERSBURG (collectively, “City”) having their principal offices at 31 South Summit Avenue, Gaithersburg, Maryland 20877.

WHEREAS, WHM is the fee simple owner of approximately ~~4.33154.44~~ acres or ~~188,681~~193,406 square feet of property generally located in the southeast quadrant of the intersection of Darnestown Road (Maryland Route 28) and Quince Orchard Road (Maryland Route 124) and known of record as: (i) Parcel D pursuant to that plat recorded among the Land Records for Montgomery County, Maryland as Plat No. 11291 (Parcel “N727” on Tax Map ES 562) and further defined as Part of Parcel D due to an acquisition by the State Highway Administration in the Deed recorded among the Land Records for Montgomery County, Maryland at Liber 13900, folio 589; and (ii) Parcel C pursuant to that plat recorded among the Land Records for Montgomery County, Maryland as Plat No. 9255 (N244 on Tax Map ES 562); (collectively the “Subject Property”); and

WHEREAS, WHM has petitioned the City to annex the Subject Property, as well as certain portions of the abutting right of way of Darnestown Road (Maryland Route 28) and Quince Orchard Road (Maryland Route 124), which together total approximately ~~7.65027.614~~

acres of land, as more particularly described on Exhibit “A” attached hereto and incorporated herein (collectively the “Property”), into the corporate boundaries of the City of Gaithersburg pursuant to Annexation Petition No. X-7089-2015 (“the Petition”); and

WHEREAS, the Property is contiguous to and adjoins the existing corporate boundaries of the City and annexation of the Property as proposed does not create any unincorporated area bounded on all sides by (i) real property presently within the corporate limits of the municipality, (ii) real property proposed to be within the corporate limits of the municipality as a result of the proposed annexation, or (iii) any combination of such properties; and

WHEREAS, pursuant to the requirements of Subtitle 4 of the Local Government Article of the Annotated Code of Maryland, 2013 Replacement Volume (the “Code”), the City has verified the signatures on the Petition and ascertained that the entities signing the Petition are the owners of not less than twenty-five percent (25%) of the assessed valuation of real property located in the area to be annexed and constitutes not less than twenty-five percent (25%) of the persons who reside in the area to be annexed, and who are registered as voters in Montgomery County (the “County”) electives in the precincts in which the territory to be annexed is located; and

WHEREAS, pursuant to the provisions of Section 4-404 of the Local Government Article of the Code, a resolution has been introduced by the City proposing to change the municipal boundaries of the City of Gaithersburg as requested in the Petition (the “Resolution”); and

WHEREAS, pursuant to Section 4-406 of the Local Government Article of the Code, all required public notices and hearings pertaining to the proposed annexation have been published and conducted by the City; and

WHEREAS, the City has found and determined that annexation of the Property will: (i) promote the City's goal of annexation within the City's maximum expansion limits; (ii) promote the themes of the City of Gaithersburg 2009 Land Use Plan; and (iii) permit the City to control any future redevelopment of the Subject Property; and

WHEREAS, the City intends to annex the Property as requested by WHM; and

WHEREAS, the WHM has requested and the City has recommended that the Subject Property be placed in the MXD, Mixed-Use Development Zone (the "MXD Zone") and by resolution the City intends to zone the Subject Property to the MXD Zone; and

WHEREAS, pursuant to Section 4-416 of the Local Governmental Article of the Code, the Montgomery County Council has expressly acknowledged the authority of the City of Gaithersburg to approve the Petition and reclassify the Subject Property from the NR – 0.75 H-45, Neighborhood Retail Zone to the MXD Zone; and

WHEREAS, the MXD Zone will permit the continuation of the existing and similar uses on the Subject Property, providing WHM some flexibility to adaptively accommodate customers and tenants of the Subject Property within its existing improvements and allowing the Subject Property to remain viable and responsive to changing market conditions until such time as the Subject Property is redeveloped; and

WHEREAS, the parties desire to set forth the terms, conditions and agreements relating to the annexation of the Property into the corporate boundaries of the City of Gaithersburg in an enforceable contract pursuant to this Agreement.

NOW, THEREFORE, and in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the parties agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof as if fully set forth herein.

2. ZONING. Concurrent with the adoption of the Resolution, the City will, by resolution, classify the Property in the City's MXD Zone (Chapter 24 of the City Code, Article III, Division 19, Section 24-160D11, *et seq.*; ("MXD Zone").

3. LAND USE.

(a) WHM and the City agree that under the MXD Zone, the existing improvements, including without limitation, all structures, site design, parking spaces and areas, and uses shown on the Existing Conditions Plan attached hereto and made a part hereof as Exhibit "B" ("Existing Improvements") shall be annexed into Gaithersburg as lawful and conforming development, construction, uses and buildings on the Subject Property. The City acknowledges the following special exceptions at the Subject Property, approved by the Montgomery County Board of Appeals, as uses allowed by right in the MXD Zone: (i) Special Exception S-354 [S-354-A, S-354-B, S-354-C] for a drive-in restaurant operated as a McDonalds; (ii) Special Exception Case No. S-1249 for a drive in restaurant operated as a Wendy's; and (iii) Special Exception Case No. CBA-2158-B for an automobile filling station. Additional or new uses, as permitted in the MXD Zone, such as retail, commercial and office uses, including medical/dental offices, existing uses at the Subject Property (as listed on Exhibit "B") and uses similar thereto, and tutoring and instructional uses, such as driving schools, dance studios or other similar uses, may be introduced and implemented at the Subject Property through the permitting process. The City agrees to issue use and occupancy permits for all the existing (as listed on Exhibit "B"), uses at the Subject Property following the requisite inspection(s); provided that all existing uses (as listed on Exhibit "B") shall be inspected and

reviewed for compliance with the laws, codes, building codes, and regulations in effect on the date that Montgomery County issued the existing use and occupancy permit for said use. The City agrees to waive all fees for the issuance of use and occupancy permits for all existing uses or improvement at the Subject Property (as listed on Exhibit “B”) and to confirm thereunder the annexation of said uses and improvements as lawful and conforming development, construction, uses and buildings on the Subject Property under the City of Gaithersburg Code. Any other new uses permitted in the MXD zone that are introduced at the Subject Property may require the amendment of certain approved plans.

(b) The City agrees to issue all necessary permits, following application and the payment of the requisite permit application fee, for the replacement/reconstruction (including, without limitation, in the event of total or partial destruction, including, without limitation, due to a fire, casualty or other similar event), alteration, expansion, repair and maintenance of the Existing Improvements and additional or new uses that may be introduced and implemented at the Subject Property; provided such improvements, excluding the alteration, repair, maintenance, replacement/reconstruction of the Existing Improvements on or within the existing footprint(s), conform to the Gaithersburg City Code requirements; and provided further that, the applicable building codes apply to said improvements and proper permits are applied for and issued by the City. WHM and the City further agree as follows:

(i) no further reviews or approvals, except for those associated with applicable building permits and use and occupancy permits as set forth herein, including, without limitation, subdivision plats, forest conservation, and adequate public facilities review and approvals, shall be required for the continued use, replacement/reconstruction of the Existing Improvements on or within existing

footprint(s) (including, without limitation, in the event of total or partial destruction, including, without limitation, due to a fire, casualty or other event) or the alteration, expansion, repair and maintenance of the Existing Improvements. Stormwater management review and approval is not required for the continued use of the Existing Improvements and shall be waived or minimized, to the extent provided by law for the replacement/reconstruction of the Existing Improvements on or within existing footprints

(ii) that for twenty (20) years from the Effective Date of Annexation, no adequate public facilities (APF) review, APF fees, or APF approvals will be required for any replacement/reconstruction of the Existing Improvements on or within the existing footprint(s) (including, without limitation, in the event of total or partial destruction, including, without limitation, due to a fire, casualty or other event), alteration, repairs or maintenance of the Existing Improvements or expansions of the Existing Improvements up to and including twenty percent (20%) of the existing floor area, which totals approximately 39,097 square feet as shown by Exhibit "B"; and

(iii) for twenty (20) years from the Effective Date of Annexation, any forest conservation triggered by any expansion of the Existing Improvements, which requirements cannot be waived by the City, will be limited to the actual expansion area and actual limits of disturbance and, as permitted by law, can be met by means other than on-site reforestation, including, but not limited to, fee-in-lieu and off-site reforestation, and stormwater management triggered by any

expansion of the Existing Improvements shall be minimized to the extent provided by law.

(c) WHM and the City agree that any future expansion of Existing Improvements, at or below twenty percent (20%) as noted in (b) above shall be subject to the procedures and authority of the City Planning Commission to approve an amendment to a final site plan for such development. Such amendment shall not require approval of the Mayor and City Council. WHM and the City agree that any future expansion of Existing Improvements of more than twenty percent (20%) as noted in (b) above shall be subject to the provisions of the MXD Zone.

(d) In no event shall any replacement/reconstruction (including, without limitation, in the event of total or partial destruction, including, without limitation, due to a fire, casualty or other event), expansion, alteration, repair or maintenance of Existing Improvements as noted in (a) – (c) above affect in any way the conforming status of the remaining portions of the use or Existing Improvements or require modifications of the same.

(e) WHM and the City agree that the number, size and configuration of the parking spaces and drive aisles existing at the Subject Property at the time of the Effective Date of Annexation (defined below) satisfy all City standards and requirements of the City. The existing parking spaces at the Subject Property also comply with the American Disabilities Act, except as reflected on Exhibit “B”. WHM and the City further agree that the number of parking spaces provided at the Subject Property satisfies any existing or new or additional retail, commercial and office uses, including medical/dental offices, existing uses at the Subject Property (as listed on Exhibit “B”) and uses similar thereto, and tutoring and instructional uses, such as driving schools, dance studios or other similar uses (as allowed in the MXD Zone)

introduced at the Subject Property prior to any redevelopment of the Subject Property. For purposes of this Agreement, redevelopment is defined as the demolition of all the Existing Improvements and the replacement thereof with a comprehensive development under the MXD Zone. Additional parking spaces and drive aisles installed at the Subject Property, prior to redevelopment, will be sized in accordance with the related standards and requirements shown on Exhibit “B”, including, without limitation, the parking aisle and parking space size requirements. WHM and the City agree that parking spaces, including without limitation, additional parking spaces, installed in conjunction with the replacement/reconstruction (including, without limitation, in the event of total or partial destruction, including, without limitation, due to a fire, casualty or other event), alteration, repairs or maintenance of the Existing Improvements or expansion of the Existing Improvements up to and including twenty percent (20%) shall meet the related standards and requirements shown on Exhibit “B”, including, without limitation, the parking aisle and parking space size requirements.

(f) The parties acknowledge that redevelopment of the Subject Property shall be pursuant to the provisions of the MXD Zone, presently in effect, or as may be hereinafter amended from time to time. The redevelopment of the Subject Property proposes a commercial and commercial-office land use focus as depicted on the Sketch Plan, attached hereto as Exhibit “C” and made a part hereof, and approved by the City in conjunction with the classification of the Property to the MXD Zone. The City acknowledges and agrees that any future development density shall not be reduced as a result of prior or future dedications, reservations, easements and/or acquisitions for public use, if any. The City further acknowledges and agrees to waive and/or modify the MXD Zone development standards to facilitate the maximum allowable density for the redevelopment of the Subject Property. Said waivers and modifications result in

the application of the following development standards to the Subject Property, unless the City Code, as amended, provides for less restrictive development standards or density at the time of redevelopment of the Subject Property:

Standard	Required	Permitted Following Waivers
§ 24-160D.4(b) Density	FAR 0.75 unless specified otherwise in the master plan or City Code	0.75 FAR (185,513 sf.)* minimum unless a greater density is specified otherwise in the master plan or City Code.
§ 24-160D.6(a) Green Area or Comparable Amenities	25% green space of total area devoted to commercial/employment/industrial uses	20%
§ 24-160D.2 Minimum Area	10 acre minimum	4 acres
§ 24-160D.5(a)(2)(a) Setback From Darnestown Road	100 feet from adjoining property not zoned MXD, unless otherwise approved by City Planning Commn.	15 ft.
§ 24-160D.5(a)(2)(a) Setback From Quince Orchard Road	100 feet from adjoining property not zoned MXD, unless otherwise approved by City Planning Commn.	15 ft.
§ 24-160D.5(a)(2)(a) Setback From Parcel 382, Zoned R-200** (Fire Station)	100 feet from adjoining property not zoned MXD, unless otherwise approved by City Planning Commn.	35 ft.
§ 24-160D.5(a)(2)(a) Setback From Parcel 379, Zoned R-200** (Library)	100 feet from adjoining property not zoned MXD, unless otherwise approved by City Planning Commn.	35 ft.
§24-160D.5(a)(2)(a) Setback from Parcel F Zoned NR-0.75 H-45 Zone ** M&T Bank		5 ft.***
Height	None - adjoining property not recommended for residential land use or not in residential zone	up to 5 stories****

* The total square footage of gross floor area was determined using the gross tract area for the Subject Property as calculated on Exhibit "D", attached hereto and made a part hereof.

**R-200 and NR-0.75 H-45 Zoning Classifications are pursuant to the Digital Zoning Map for the Maryland-Washington Regional District in Montgomery County, Maryland.

***Any requirement for buffer/green space is waived along the boundaries of Parcel F.

***Height to be measured from the street front.

4. MASTER PLAN COMPLIANCE. The City agrees that for thirty (30) years from the Effective Date of Annexation that any revisions to the City's master plans shall be consistent with the terms and conditions of this Agreement and shall make no inconsistent recommendations or recommendations that adversely impact the terms and conditions of this Agreement.

5. ADEQUATE PUBLIC FACILITIES. The City has determined that adequate public facilities including transportation, water, sewer, and City services, are available to serve Existing Improvements on the Subject Property.

6. ANNEXATION FEES. The City agrees to waive any and all fees associated with the processing of the Petition and Agreement, otherwise payable to the City in connection with the annexation of the Property.

7. REBATE OF MUNICIPAL TAXES. For five (5) full tax (fiscal) years, commencing July 1, 2016, the City agrees to fully reimburse the municipal taxes relative to the Subject Property. The City shall reimburse such taxes, via check, within thirty (30) days of receipt of proof of payment from the respective owner of the Subject Property.

8. MISCELLANEOUS. WHM and the City agree to execute any and all such documents and/or to take such actions necessary to carry out the terms and conditions of this Agreement.

9. EFFECTIVE. This Agreement shall not become effective until the Resolution is effective pursuant to Section 4-407 of the Local Government Article of the Code (hereinafter "Effective Date of Annexation"). At any time prior to the Effective Date of Annexation, WHM may withdraw the Petition and any consent previously given to the annexation, and this

Agreement shall be terminated and be of no force and effect and the parties shall have no obligation or liabilities hereunder.

10. SEVERABILITY. The terms and provisions of this Agreement are severable and in the event that any term or provision of this Agreement is invalid or unenforceable for any reason, the remaining terms and provisions hereof shall remain in full force and effect.

11. ASSIGNMENT. This Agreement shall be assignable, in whole or in part, by WHM to related entities, without the consent of the City, and of its elected officials, employees or agents.

12. BINDING NATURE OF AGREEMENT. This Agreement and all terms, restrictions and conditions contained herein, shall run with the land and be binding upon the respective parties, their heirs, successors, grantees and assigns. Any amendment or modification to this Agreement shall be in writing, executed by the respective parties or their respective heirs, successors, grantees or assigns, and shall be effective upon recordation among the Land Records of Montgomery County, Maryland.

13. REMEDIES. Any party to this Agreement may seek relief and remedies in any court of competent jurisdiction for the breach or default of the provisions of this Agreement by any other party. The non-breaching party or parties shall be entitled to seek all available legal and equitable remedies and relief from the court, including (but not limited to) specific performance injunctive relief, and damages. The prevailing party or parties in any such litigation shall be entitled to an award of reasonable attorneys' fees, expenses, and court costs. Notwithstanding anything in this Agreement to the contrary, the rights and remedies provided herein are cumulative and not exclusive, and the failure of a party to exercise any said right or

remedy shall not be deemed a waiver or release of any other right or remedy of that party or of any breach or default by the other party.

14. LAND RECORDS. Within sixty (60) business days of the Effective Date of Annexation, this Agreement shall be recorded in the Land Records for Montgomery County, Maryland. The City agrees to request a waiver of the recording fees pursuant to Section 3-602 of the Real Property Article of the Code.

15. AUTHORITY. All parties hereto represent and warrant that the individuals executing this Agreement on their behalves have the full and complete authority to execute this Agreement and that the signatures which appear below bind the respective parties to the terms of this Agreement. The City further represents and warrants that it has the legal authority, right, and power to enter into this Agreement and is bound by its terms.

16. APPLICABLE LAW. It is the intention of the parties that all questions with respect to the construction of this Agreement and rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland.

>>>SIGNATURE PAGES TO FOLLOW>>>

IN WITNESS WHEREOF, each of the parties hereto have executed and delivered this Agreement as of the date first set forth above, as evidenced by their respective signatures and acknowledgements hereto.

WITNESS:

DARNESTOWN VALLEY – WHM LP, a Limited Partnership

By: Darnestown Valley, Inc., a Maryland corporation,

Its: General Partner

By: _____

Name: Walter H. Magruder, Jr.
Title: President

DARNESTOWN VALLEY PETROLEUM – WHM LLC, a Maryland limited liability company

By: _____

Name: Walter H. Magruder, Jr.
Title: Managing Member

STATE OF MARYLAND
COUNTY OF MONTGOMERY, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20__ before me, a Notary Public of the aforesaid State, personally appeared **WALTER H. MAGRUDER, JR., PRESIDENT OF DARNESTOWN VALLEY, INC.**, a Maryland corporation and **GENERAL PARTNER OF DARNESTOWN VALLEY – WHM LP** and managing member of **DARNESTOWN VALLEY PETROLEUM, LLC**, a Maryland limited liability company, who acknowledged himself to be, was known to me (or satisfactorily proven) to be the person whose name is subscribed to the above and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

WITNESS:

THE CITY OF GAITHERSBURG,
A municipal corporation of the
State of Maryland

By: _____
Name: _____
Title: _____

STATE OF

*

to wit:

*

COUNTY OF

*

I HEREBY CERTIFY that on this _____ day of _____, 201__,
before the subscriber, a Notary Public of the State and County aforesaid, personally appeared
_____, known to me to be the person whose name is subscribed to the
within instrument, and did acknowledge that he/she executed the same for the purposes therein
contained, and signed the name in my presence.

IN TESTIMONY WHEREOF, I have affirmed my official seal the date above written.

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

EXHIBIT “A”

LEGAL DESCRIPTION

LANDS TO BE ANNEXED INTO THE CITY OF GAITHERSBURG, MARYLAND DARNESTOWN ELECTION DISTRICT MONTGOMERY COUNTY, MARYLAND

Being the following eleven (11) pieces, parcels or strips of land:

- All of Parcel C as shown and described on a plat of subdivision entitled “QUINCE ORCHARD SHOPPING CENTER”, recorded among the Land Records of Montgomery County, Maryland in Plat Book 87 at Plat 9255;
 - That certain parcel of land abutting said Parcel C containing 3,733 square feet, which land was dedicated to public use in said Plat Book 87 at Plat 9255;
 - The residual portion of Parcel D as shown and described on a plat of subdivision entitled “QUINCE ORCHARD SHOPPING CENTER”, recorded among the said land records in Plat Book 100 at Plat 11291;
 - A portion of that certain parcel of land abutting said Parcel D containing 11,194 square feet, which land was dedicated to public use in said Plat Book 100 at Plat 11291;
 - That part of said Parcel D conveyed to the State Highway Administration of the Department of Transportation acting for and on behalf of the State of Maryland by Darnestown Valley – WHM Limited Partnership by deed dated January 30, 1996, recorded among said land records in Liber 13900 at folio 589;
 - A portion of the land conveyed by Donald L. Snyder et al to the State of Maryland, to the use of the State Roads Commission of Maryland, by deed dated May 4, 1953, recorded among said land records in Liber 1834 at folio 343
 - A portion of that certain 17,869 square feet parcel of land dedicated to public use on a plat entitled “PARCEL A, QUINCE ORCHARD SHOPPING CENTER”, recorded among said land records in Plat Book 80 at Plat 8135
 - A portion of that certain parcel of land abutting Darnestown-Rockville Road dedicated to public use on a plat entitled “PARCEL B, QUINCE ORCHARD SHOPPING CENTER”, recorded among said land records in Plat Book 84 at Plat 8719
 - A portion of the land conveyed to the State Highway Administration of the Department of Transportation acting for and on behalf of the State of Maryland by The Board Of Education of Montgomery County, Maryland by deed dated May 19, 1992, recorded among said land records in Liber 14925 at folio 416
 - A portion of that certain strip of land dedicated to public use on a plat entitled “QUINCE ORCHARD, PARCEL A, JOHNSONS FLOWER CENTER”, recorded among said land records in Plat Book 72 at Plat 6952

- A portion of the land conveyed by Charles Herman Rabbit to the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, by deed dated May 7, 1954, recorded among said land records in Liber 1917 at folio 261, the perimeter of the above listed pieces, parcels or strips of land more particularly described by bearings and distances in the WSSC Meridian per said Plat 11291, as follows:

Beginning for the outline of the property to be annexed at the southeasterly corner of said Parcel D of Quince Orchard Shopping Center, and running thence with the line between said Parcel D and the land of Montgomery County, Maryland (L.13619 F.253)

(1) North 71°30'07" West, 466.78 feet to a point on the easterly right of way line of Quince Orchard Road (MD Rte. 124) as shown and described on Maryland State Highway Administration Plat No. 54097 for the widening of said road; thence running across Quince Orchard Road

(2) North 74° 14' 01" West, 117.33 feet to a point on the westerly right of way line of said road, said line now being the easterly line of Quince Orchard High School (L.6973 F.395), said point lying 65.00 feet left of Base Line of Right of Way Station No. 5+35 on said Plat No. 54097; thence running with the lines of said plat along the westerly right of way line of Quince Orchard Road

(3) North 06° 18' 49" East, 65.38 feet to a point; thence

(4) North 00° 10' 01" East, 97.36 feet to a point; thence

(5) 110.95 feet along the arc of a curve deflecting to the right having a radius of 774.20 feet and a chord bearing and distance of North 04° 16' 21" East, 110.86 feet to a point; thence

(6) North 04° 59' 06" West, 56.58 feet to a point; thence

(7) North 00° 31' 50" West, 40.00 feet to a point; thence

(8) North 26° 06' 50" West, 65.32 feet to a point; thence

(9) North 13° 43' 44" East, 36.15 feet to a point on the southerly right of way line of Darnestown Road (MD Rte. 28), said point lying 28.85 feet right of Base Line of Right of Way Station No. 157+87 as shown on said Plat No. 54097; thence running across Darnestown Road

(10) North 19° 16' 25" East, 106.10 feet to a point on the northerly right of way line of Darnestown Road, said point lying 76.78 feet left of Base Line of Right of Way Station No. 157+96.92 on said Plat 54097, said point being the southwesterly end of the right of way truncation for the northwesterly quadrant of the Darnestown Road / Quince Orchard Road intersection, said truncation also being the N 72°31'30" E, 103.21 feet line found on said Plat 6952; thence running with said truncation line

(11) North 72° 24' 46" East, 102.99 feet to a point on the westerly right of way line of Quince Orchard Road, said point lying 72.32 feet left of Base Line of right of Way Station No. 11+12.94 on said Plat No.54097; thence crossing Quince Orchard Road

(12) South 71° 53' 53" East, 133.22 feet to a point on the existing corporate line of the City of Gaithersburg, said point lying at the end of the third or N 15°45'10" W, 84.60 feet line described in City of Gaithersburg Resolution No. B-40-69, thence running in reverse direction with said third line

(13) South 15° 50' 25" East, 84.60 feet to a point within the dedicated area for Darnestown Road; thence running within said dedication and over and along the second line of said resolution, reversed

(14) 105.00 feet along the arc of a curve deflecting to the right having a radius of 2,351.83 feet and a chord bearing and distance of South 68° 45' 00" East, 105.00 feet to the end of the first line of said resolution; thence running in reverse direction with part of said first line

(15) South 67°28'27" East, 273.24 feet to a point lying 287.39 feet from the point of beginning of said resolution; thence leaving the lines of said resolution and crossing Darnestown Road

(16) South 22° 37' 00" West, 125.02 feet to a point on the southerly right of way line of Darnestown Road, said point lying 63.29 feet right of Base Line of Right of Way Station No. 164+28.58 on said Plat No. 54097, said point also lying on the N 22°37'00" E, 135.00 feet line of a plat of subdivision entitled "Parcel F, QUINCE ORCHARD SHOPPING CENTER", recorded among the Land Records of Montgomery County, Maryland in Plat Book 122 at Plat 14305; thence leaving Darnestown Road and running in reverse direction over and along said plat line between said Parcels D and F

(17) South 22°37'00" West, 130.80 feet to the southwesterly corner of said Parcel F; thence continuing between said parcels

(18) South 67° 23' 00" East, 75.00 feet to the southeasterly corner of said Parcel F; thence continuing between said parcels

(19) North 22°37'00" East, 135.00 feet to the northeasterly corner of said Parcel F, said corner lying on said southerly right of way line of Darnestown Road; thence running along said road with the outline of said Parcel D

(20) South 67°23'00" East, 31.00 feet to the northeasterly end of the S 18°29'50" W, 375.89 feet line of said Parcel D; thence running with said line

(21) South 18°29'50" West, 375.89 feet to the point of beginning, containing an area of 338,085 square feet or 7.7614 acres of land.

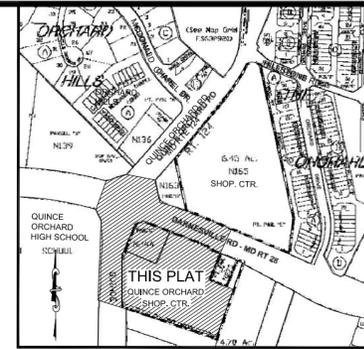
The undersigned, being a licensed surveyor, under the employ of Dewberry Consultants LLC, personally prepared or was in responsible charge of the preparation and the survey work reflected in this metes and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle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



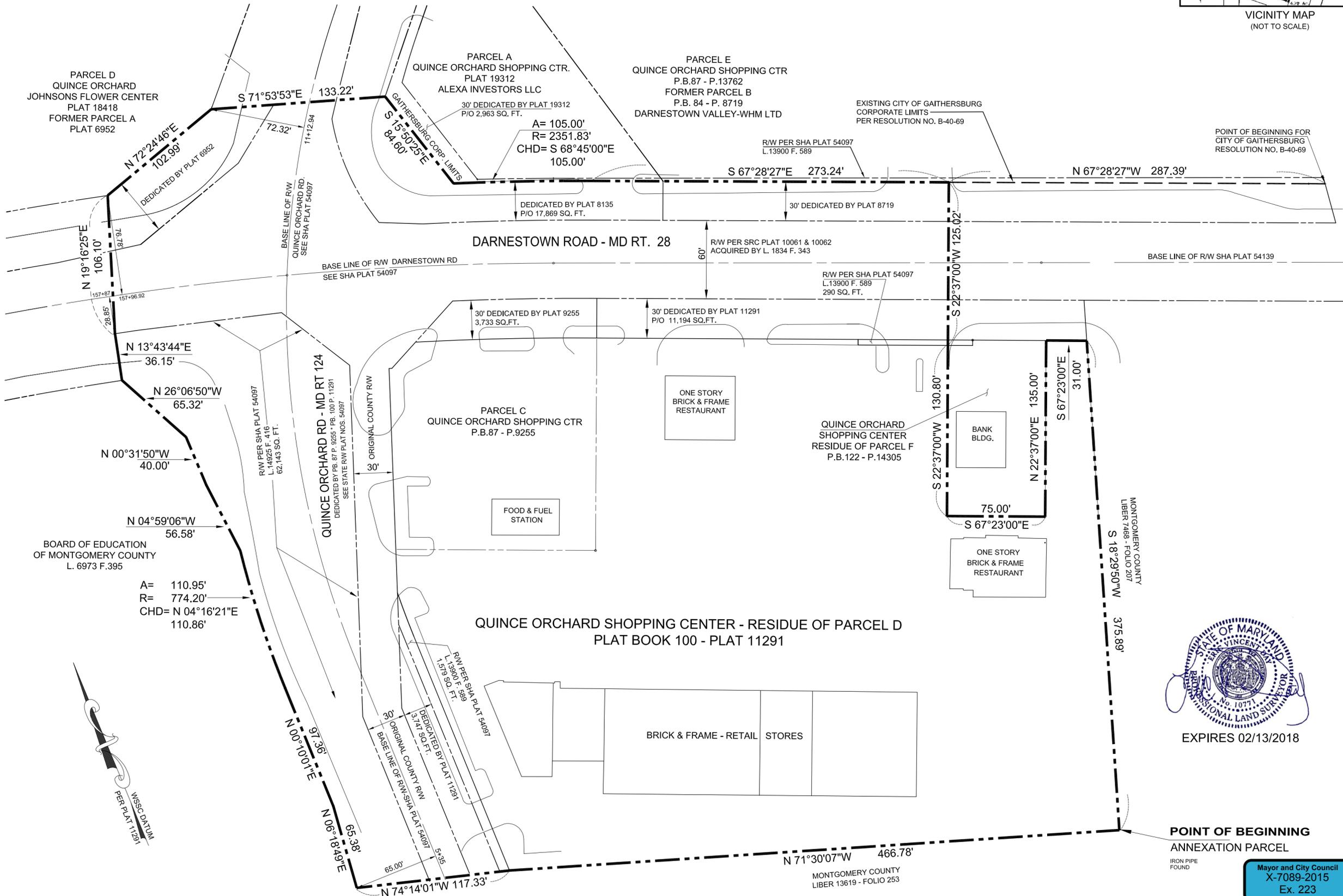
Expires 02/13/2018

NOTES:

- (1) THIS SURVEY WAS PREPARED SOLELY FOR PURPOSES ASSOCIATED WITH ANNEXATION OF THE PROPERTY. IN THAT REGARD, IT IS A "SPECIAL PURPOSE SURVEY" AS DEFINED UNDER SECTION 09.13.06.11 OF THE CODE OF MARYLAND REGULATIONS ADDRESSING MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS.
- (2) THE ANNEXATION BOUNDARY HEREON HAS BEEN COMPILED FROM A COMBINATION OF DEWBERRY'S BOUNDARY SURVEY OF QUINCE ORCHARD SHOPPING CENTER, AND PUBLIC RECORDS CONSISTING OF: STATE HIGHWAY ADMINISTRATION RIGHT-OF-WAY PLATS, SUBDIVISION RECORD PLATS, DEED DESCRIPTIONS, AND CITY OF GAITHERSBURG ANNEXATION RESOLUTION NO. B-40-69. THOSE PORTIONS OF THE ANNEXATION BOUNDARY WHICH ENCOMPASS DARNESTOWN ROAD ARE NOT THE SUBJECT OF A FIELD-RUN BOUNDARY SURVEY, BUT HAVE BEEN RESOLVED BY GEOMETRIC CONSTRUCTION FROM THE INDICATED RECORDS.
- (3) THE AREA OF THE ANNEXATION BOUNDARY DESCRIBED HEREON IS: 338,085 SQUARE FEET OR 7.7614 ACRES.



VICINITY MAP
(NOT TO SCALE)



EXPIRES 02/13/2018

Mayor and City Council
X-7089-2015
Ex. 223

LAST REVISION: March 31, 2016



321 Ballenger Center Drive, Suite 103
Frederick, MD 21703
(301) 663-3158 Fax: (301) 663-3679

EXHIBIT "B"

LANDS TO BE ANNEXED INTO THE CITY OF GAITHERSBURG, MD
PORTIONS OF QUINCE ORCHARD SHOPPING CENTER AND OTHER ABUTTING ROAD PARCELS
DARNESTOWN ELECTION DISTRICT (NO. 6)
MONTGOMERY COUNTY, MARYLAND

DATE:	MARCH 2016
SCALE:	1" = 50'
SHEET	1 OF 1
DRAWING NO.:	BS 07-029A