



SDP-6905-2015
2/12/15

PLANNING AND CODE ADMINISTRATION

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SITE or SCHEMATIC DEVELOPMENT PLAN APPLICATION

All information must be complete to initiate processing of application

SUBJECT PROPERTY

Street Address or Location Quince Orchard Park-The Meadows/Lot 7 (501 Orchard Ridge Drive)

APPLICANT/BILLING CONTACT

Business Name MedImmune, Incorporated

Primary Contact Erik Morrison

Street Address One MedImmune Way Suite No. _____

City Gaithersburg State Maryland Zip Code 20873

Telephone Numbers: Work 301-398-5527 Cell _____ E-mail Address morrison@medimmune.com

OWNER

Business Name Same as Applicant

Primary Contact _____

Street Address _____ Suite No. _____

City _____ State _____ Zip Code _____

Telephone Numbers: Work _____ Cell _____ E-mail Address _____

DEVELOPER

Business Name Same as Applicant

Primary Contact _____

Street Address _____ Suite No. _____

City _____ State _____ Zip Code _____

Telephone Numbers: Work _____ Cell _____ E-mail Address _____

ATTORNEY

Business Name _____

Primary Contact _____

Street Address _____ Suite No. _____

City _____ State _____ Zip Code _____

Telephone Numbers: Work _____ Cell _____ E-mail Address _____

ARCHITECT

Business Name StudiosMLA Architects MD Registration No. 15087

Primary Contact Mike Lindstrom

Street Address 233 Harvard Street Suite No. 32

City Brookline State Massachusetts Zip Code 02446

Telephone Numbers: Work 617-608-1551 Cell _____ E-mail Address mlindstrom@studiomla.com

ENGINEER

Business Name Macris, Hendricks, & Glascock, PA MD Registration No. 16905

Primary Contact Brian Donnelly

Street Address 9220 Wightman Road Suite No. 120

City Montgomery Village State Maryland Zip Code 20886

Telephone Numbers: Work 301-670-0840 Cell _____ E-mail Address bdonnelly@mhgpa.com

PLAN TYPE (check one only) Concept Preliminary Final Schematic Development

PROPOSED PRIMARY USE (check one only) Residential Non-Residential Mixed Use

PROPOSED UNIT TYPE Office/Professional Restaurant Retail/Commercial
 Residential Single Family Mixed Use Residential Multi-Family
 Other Use (specify) Office/Lab-Child Care Facility
(Accessory Use)

PARKING Parking Waiver Needed Height Waiver Needed

Number of Spaces Required 45

PROJECT DESCRIPTION

Construct a +/-16,000 to 20,000 sf Childcare facility to serve the MedImmune/AstraZeneca employees with associated parking and improvements

SITE DETAILS

Site Area Square Feet 473,782 Number of Lots 1
Site Area Acres 10.87 Number of Dwelling Units/Acre NA
Green Area _____ Parking Spaces Provided 52
Green Area % _____ Height of Tallest Building (ft.) +/-27'
Height of Tallest Building (stories) 2

SQUARE FOOTAGE - NON-RESIDENTIAL

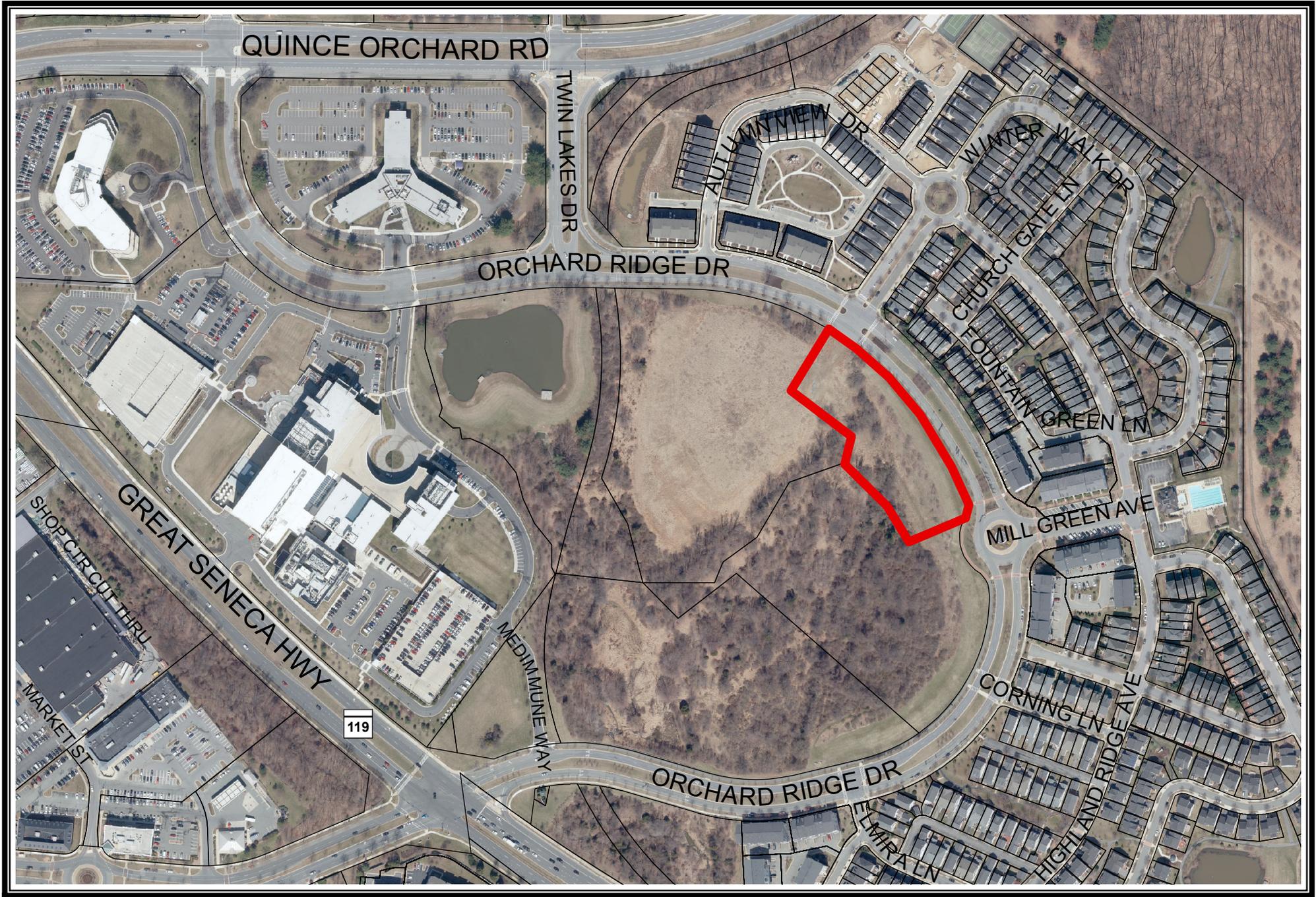
Retail _____ Office/Professional _____
Restaurant (A) _____ Educational/Institutional/Religious _____
Restaurant (B) _____ Industrial _____
Restaurant (C) _____ Other (please specify) 16-20,000 sf
(Childcare facility)

UNIT COUNTS - RESIDENTIAL

Single Family Detached Units NA Apartment Units NA
Townhouse Units NA Condominium Units NA
Duplex Units NA Other (please specify) _____

Total Number Residential Units NA

SEE FOLLOWING PAGES FOR SUBMISSION REQUIREMENTS





ideas that work

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Joint Hearing - MCC & PC
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**Statement in Support of Schematic Development Plan Application
for MedImmune Childcare Center Facility**

I. Introduction

MedImmune, LLC submits this statement in support of its Schematic Development Plan Application for a childcare center facility to be constructed within its Gaithersburg campus. MedImmune is proposing to build a best-in-class childcare center as part of its promise to provide a ‘great place to work’ for its employees. Over MedImmune’s 25 year history, it has continuously invested in its Gaithersburg facilities to provide the best setting for its staff so they can succeed in investigating and developing new medicines. With the Gaithersburg campus being declared AstraZeneca’s R&D center of excellence in the Americas, the senior leaders have recommitted to further investment in the campus. As such, MedImmune has expanded its offices and lab space in recent years to support its growth. Equally important has been the need to expand its amenities, such as the recent construction of a fitness center on the campus, to stay competitive with the services being provided by its competitors. These projects ensure that MedImmune is attracting and retaining quality staff and give the company a competitive advantage over others in the industry. As the company looks forward, MedImmune has committed to build a state of the art childcare facility and hire the industry leader to manage the program. The center will not be a commercial child care facility open to the general public. Having these services on campus will allow the staff to spend more time with their children while traveling to and from work and remain close to them during the workday. MedImmune views the addition of the childcare center as the next step in delivering on its promise to its employees.

II. Background Information

The MedImmune campus in Gaithersburg is subject to an Annexation Agreement with the City (X-129). MedImmune and the City executed a Sixth Amendment to the Annexation Agreement (X-129) and sketch plan dated March 8, 2013 (the “Amendment”) containing various provisions to guide future development on the MedImmune campus. At the time of the Amendment, MedImmune owned an unimproved property on Orchard Ridge Drive approximately 17.4 acres in size, commonly known as “The Meadows” or the “Meadows Property.”

In 2013, pursuant to Section 9 of the Amendment, MedImmune submitted a Minor Subdivision (Subdivision Plat) application to divide the Meadows Property into two properties, Lots 7 and 8. The City approved the Plat of Resubdivision, Lots 7 & 8, Quince Orchard Corporate Center, in November, 2013 (Plat No. 24703). Shortly thereafter, MedImmune dedicated Lot 8, approximately 6.5 acres in size, to the City to be used as open space/parkland, along with a \$200,000 contribution to be used towards recreational facilities or other improvements. The 6.5 acre City property (Lot 8) is located at 601 Orchard Ridge Drive (Parcel I.D. Number 09-03726381). The remaining property, Lot 7, is the proposed location for the childcare center facility and the subject of this Schematic Development Plan Application (the “Property”).

III. Description of the Property and Surrounding Area

The Property is located at 501 Orchard Ridge Drive (Parcel I.D. Number 09-03726370) in the MXD (Mixed Use Development) Zone, totals approximately 10.8 acres in size, is unimproved and has no active uses or above-ground structures currently. MedImmune proposes to use approximately 3.2 acres of the Property near the intersection of Orchard Ridge Drive and Winter Walk Drive for the proposed childcare center facility project. At this time, MedImmune does not propose any additional development on the Property in connection with this Schematic Development Plan Application.

Adjoining and confronting properties surrounding the Property are zoned MXD and improved with a mix of use types. The City owns open space property directly to the south of the Property. Portions of the MedImmune campus are located in close proximity to the west of the Property. To the north and east, across Orchard Ridge Drive, are homes in The Vistas and Quince Orchard Park residential communities.

IV. Description of the Proposed Childcare Center Facility Project

MedImmune and its design team have carefully designed the proposed childcare center project, taking into account Zoning Ordinance requirements and other standards, program needs, property characteristics, views from the project, views from the adjoining community towards the project, wind impacts, sun exposure, and many other factors. The design objective was to maximize access and views to nature while minimizing disturbance to the site.

As shown on the Schematic Development Plan, the childcare center facility building and other physical improvements are located in the northeast portion of the Property. Up to approximately 20,000 total square feet of building area is proposed in a crescent shaped configuration. Given the topography, the building will be constructed on two floors set into a hillside so that both levels will be accessible on grade. At this time, many if not all of the

classrooms are proposed to have direct playground access. The building will be approximately 25 feet in height measured from the front entry. MedImmune and its architects have made great efforts to design the building consistent with the overall character of the MedImmune campus. The facility will serve approximately 180 children and 35 employees at the facility at any one time. MedImmune will design and build the facility to meet or exceed the Leadership in Energy and Environmental Design (LEED) certification level required by the MXD Zone.

The Property has existing forest conservation easements located on the west side of the Property. A conservation easement agreement between MedImmune and the City was recorded in the land records of Montgomery County, Maryland at Liber 37513, folio 347 on June 24, 2009, and an amendment to that easement modifying the easement areas was recorded at Liber 47789, folio 145 on October 10, 2013.

A landscape plan for the project is included with the Schematic Development Plan Application. Along Orchard Ridge Drive, an earthen berm supplemented with a combination of shade and evergreen plantings will be installed to reduce the visual impact of the proposed facility and parking from the public roadway and adjacent properties to the north. Accent plantings adjacent to the front of the building and in the entrance median are provided to add green space and color to the overall character of the site. MedImmune proposes to construct an opaque fence with evergreen plantings to minimize the visual impact of the trash/recycle enclosure. Parking island and perimeter trees with large canopy coverage will be planted to reduce heat island effect created by the parking lot installation.

Lighting will be reviewed as part of the detailed site plan application. All lighting will be directed away from adjacent homes, and no light will spill on to residential properties. No off-site adverse lighting impacts are anticipated.

V. Access/Parking/Vehicle and Pedestrian Circulation

Access to the site is provided at a proposed driveway entrance at the intersection of Orchard Ridge Drive and Winter Walk Drive. MedImmune's transportation consultant, URS Corporation, prepared a traffic statement/queuing analysis memorandum. The analysis concluded that the existing/proposed storage lengths are adequate and the proposed project will operate safely.

The Sixth Amendment to the Annexation Agreement requires a minimum number of parking spaces of one for every 400 square feet of gross floor area, which totals approximately 50 spaces (~20,000 GSF / 400 square feet per space). The proposed surface parking lot on the Schematic Development Plan provides approximately 52 parking spaces. The modest number of additional parking spaces proposed are required to provide an adequate number of spaces during the typical operations of the childcare center. At peak times, morning drop off and afternoon pick up, it is anticipated that there will be 35 employees, 15 parents, and potentially 2

handicapped drivers requiring parking. The City Zoning Ordinance requires that 10% of surface parking lot areas shall be devoted to planting areas or environmental site design for stormwater management (Zoning Ordinance Section 24-220(e)), and 15% is provided.

Public sidewalks are located along Orchard Ridge Drive, and a monument sign is proposed at the entrance off of Orchard Ridge Drive. The proposed vehicular and pedestrian circulation systems are safe, adequate, and efficient based on the design of the drive aisles, parking, sidewalks, cross walks, sight distance, and turn radii.

VI. Findings required for Schematic Development Plan approval

Set forth in italics below are the applicable standards for Schematic Development Plan approval, followed by a brief explanation of the project's compliance with each standard.

Sec. 24-160D.10 – Findings required.

* * *

(b) The city council shall approve a schematic development plan only upon the finding that:

(1) The plan is substantially in accord with the approved sketch plan; and

The project is substantially in accord with the approved sketch plan as contained in the Sixth Amendment to Annexation Agreement X-129 dated March 8, 2013. Under Section 5 of the 2013 Sixth Amendment, the City acknowledged that the concept plan (Attachment A to the Amendment) constitutes an approved sketch plan. Thus, the current sketch plan for the Property was approved as part of the Sixth Amendment to Annexation Agreement X-129 and specifies that the Property be used principally for office/lab uses. The sketch plan allows for 150,000 – 300,000 square feet of office/lab uses within buildings 3-5 stories in height. The proposed project is well within these limits.

The project complies with the other provisions contained in the Annexation Agreement with the City and 2013 Sixth Amendment to the Annexation Agreement, as follows:

- Accessory Use: The City Attorney confirmed by letter dated November 14, 2014 that the proposed childcare center facility, restricted to MedImmune employees, can be considered an accessory use to the principal office/lab uses on the MedImmune campus and thus, may be permitted in the MXD Zone without requiring an amendment to the current sketch plan (with the Mayor and Council as the final decision maker on this question during the Schematic Development Plan review).

- Section 1 of the Amendment: The project complies with the general provisions regarding future development on the MedImmune properties. The project complies with the approved sketch plan, as explained above, and the provisions of the MXD Zone, as explained further below.
- Section 4: The project complies with the setback requirements (50 feet for parking; 100 feet for buildings), maximum height (5 stories), and density restrictions (300,000 square feet). The 20,000 square foot facility will count towards the 300,000 total square feet allowed on the Property.¹ As shown on the landscape plan, the project will provide trees, grading, vegetation and/or adequate screening along the Orchard Ridge Drive property line.
- Section 10: The project will provide any necessary transportation improvements necessary to accommodate the project. No transportation network improvement payment applies to the project.
- Section 13: The project complies with the minimum parking requirement (one space per 400 square feet of gross floor area – 50 spaces required).

(2) The plan meets or accomplishes the purposes, objectives and minimum standards and requirements of the zone, and other requirements of the City Code; and

The project complies with the purposes and development standards of the MXD Zone. The MedImmune campus constitutes the primary office portion of the Quince Orchard Park mixed-use development. The project will provide a much needed facility to meet the child care demands of existing and future employees on the MedImmune campus, which will contribute to the future success of the office use within the Quince Orchard Park.

Child care facilities open to the general public for accommodating more than eight individuals are special exception uses in the MXD Zone. As noted above, the City Attorney confirmed by letter dated November 14, 2014 that the proposed childcare center facility, restricted to MedImmune employees and not open to the general public, can be considered an accessory use to the principal office/lab uses on the MedImmune campus and thus, may be permitted in the MXD Zone (with the Mayor and Council as the final decision maker on this question during the Schematic Development Plan review).

The project provides greater than the 25% green area required in the zone (approximately 65%). The project complies with the parking requirements from the Sixth Amendment to the Annexation Agreement (and also complies with the City Code requirements).

¹ Section 4 of the Sixth Amendment to the Annexation Agreement excludes certain space such as mechanical space, elevator shafts and stairwells from the 300,000 square feet of building area allowed.

(3) The plan is in accord with the area master plan and any accompanying special condition or requirements contained in said master plan for the area under consideration; and

The project is consistent with the recommendations in the City Master Plan. The Master Plan generally recommends retaining a residential-office land use designation and retaining the MXD zoning classification for the Property. The project is an accessory use, permitted in the MXD Zone. The project is consistent with the Master Plan recommendation to provide lower density on the Property, and the project will appear to be only one story facing the residential communities across Orchard Ridge Drive. The project respects the existing stream valley buffer on the property. As noted above, the MedImmune campus constitutes the primary office portion of the Quince Orchard Park mixed-use development. The project will provide a much needed facility to meet the child care demands of existing and future employees on the MedImmune campus, which will contribute to the future success of the office use within the greater Quince Orchard Park development. It also should be noted that under the Maryland Governor's Locally Preferred Alternative for the CCT dated May 11, 2012, the CCT project has been realigned, and a station is now proposed on the opposite side of Great Seneca Highway, instead of on the Meadows Property.

(4) The plan will be internally and externally compatible and harmonious with existing and planned land uses in the MXD zoned area and adjacent areas; and

The design of the project is compatible and in character with existing and surrounding residential uses. Significant buffers and berms exist between the proposed building and adjoining community. The height of the project facing the adjoining community will only appear to be one story, and landscaping will help to mitigate any visual impacts. Given the design characteristics and setback distances, traffic and noise will not constitute a nuisance to adjacent residential communities.

(5) That existing or planned public facilities are adequate to service the proposed development contained in the plan; and

Public facilities are adequate to support the project [City Code Section 24-243 *et seq.*].

The project complies with Sections 10 and 11 from the Sixth Amendment to the Annexation Agreement. MedImmune's transportation consultant, URS Corporation, prepared a traffic statement/queuing analysis memorandum. The analysis concluded that the existing/proposed storage lengths are adequate and the proposed project will operate safely.

Section 24-246 regarding adequacy of school capacity is not applicable since the project does not include residential development.

The Property is located in water and sewer service area categories W-1 and S-1, and the project complies with Section 24-247 - Water and Sewer Service:

- a.) Water Service – The site will obtain service by connecting into an existing twelve inch WSSC waterline within Orchard Ridge Drive. The existing waterline appears to be adequate to serve the proposed development for both domestic and fire flows. The proposed development will be served by a proposed eight inch combined fire and domestic waterline. The proposed development will not result in a significant increase in domestic flow. The proposed improvements may require a fire suppression system, but will not significantly increase the overall required demand on the existing water system.
- b.) Sewer Service – The proposed development will be served by connecting into an existing eight inch sanitary sewer on the southern border of the Property. A new eight inch gravity flow sewer will be extended approximately 525 feet to provide service. The proposed development will not result in an impact to the transmission capacity available at the Blue Plains Wastewater Treatment plant, Seneca Wastewater Treatment Plant, or other WSSC facilities.

The project also complies with Section 24-248 - Fire and Emergency services. Fire, police, and rescue services are within appropriate distances to serve the Property. The Gaithersburg Fire Department at 801 Russell Avenue is 2.8 miles from the proposed project and will serve as the primary Fire Station. This proximity will allow a response time of less than ten minutes. There also is a second Fire Station within the National Institute of Standards at 101 Bureau Drive (approximately 1.8 miles away) that could provide supplemental support to the County Fire Station in an emergency backup situation, if necessary.

(6) That the development staging or phasing program is adequate in relation to the provision of public facilities and private amenities to service the proposed development; and

The project will be completed in one phase, and adequate public facilities will be provided in a timely way during that phase.

(7) That the plan, if approved, would be in the public interest.

The project serves a much needed demand for child care on the MedImmune campus, which will reduce the length and number of automobile trips on the transportation network. While the facility will not provide services for non-MedImmune employees, the project will still have the positive impact of increasing the childcare facility capacity within the City and the community. The project is sensitive to the environmental site conditions on the Property. Adequate access to the site is provided, and the Property can be served by public utilities. The use is permitted in the zone as an accessory use. The Property meets the density limitations of the MXD zone, height and setback requirements, and other development standards.

As demonstrated by the contents of this Schematic Development Plan application, the project satisfies the requirements of the City Zoning Ordinance, the MXD zone, and all other applicable City regulations. The project is compatible with existing and proposed surrounding uses and is in substantial compliance with the City Master Plan. For these reasons, the Schematic Development Plan application is in the public interest and can be approved without any adverse impact on the surrounding properties or public facilities.

VII. Conclusion

MedImmune is excited about this opportunity, which will satisfy an immediate and long term need, attract and retain staff, and provide a competitive advantage in its industry. MedImmune would like to move forward with the project and final site plan review as quickly as possible so it appreciates the City's expedited review of this Schematic Development Plan application. If you have any questions or need any additional information, please do not hesitate to contact us. Thank you very much for your favorable consideration.

The MedImmune Childcare Center Design Narrative

The MedImmune Childcare Center, located in the Meadows of the MedImmune Gaithersburg campus, will be an approximate 16,000 to 20,000 sf Center for infant to school age children of MedImmune/ AstraZeneca employees.

The overall goal of siting the childcare center on the Meadows parcel will be to:

1. Work with the natural contours and minimize site disturbance
2. Reduce the visibility of the building from residential units across Orchard Ridge Drive
3. Maximize the childrens' access and view to nature

Taking advantage of the naturally sloping meadows site, the curved building appears as a 1 to 1.5 story structure from Orchard Ridge Drive. There will be a berm parallel with Orchard Ridge Drive that will further shield the already low building profile from its residential neighbors, as well as protect a portion of the playground area along the front elevation. The south facing rear of the building exposes the full facade, which will be a 2-story structure.

The sweeping East-West curve of the building 'hugs' the adjacent forest conservation area and allows views and connectivity with the natural existing forested area. This orientation situates the building for bi-lateral natural day-lighting and optimal solar orientation. The sectional quality of the building set within the earth provides direct access for the classrooms to the outdoors to promote awareness of nature and provide infinite moments for learning and education.

I. Site Requirements:

- a. Parking: Long-term for employees, Short-term for families
 - i. Parking capacity will coordinate with local zoning regulations and be adequate for staff and caregivers during peak hours.
 1. Long-term parking will be away from the entry and will accommodate staff that will park during their shift at the Childcare Center. When the center is at full capacity, there will be 35 "peak-hour" employees on site at any one time.
 2. Short-term parking will be situated directly in front of the building near the main building entry as to avoid crossing through vehicular traffic where possible. These parking spots will be for families.
 - ii. Vehicular and Pedestrian Circulation systems are designed with safety and efficiency at the forefront.
 1. For the drive aisle, there is a clear driveway entry into the parking lot and separate exit so that vehicular traffic is minimized in front of the building entrance. All drive aisles with access to parking have been

designed for two-way traffic flow. The northern exit and loop at the end of the drive aisle is designed for one-way traffic. This configuration will support a safer traffic flow in the parking lot. Also, there are 22 (19 regular + 3 HC) parking spots that are directly adjacent to the sidewalk leading up to the building entrance. There is one pedestrian path, including crosswalks, from the public right of way to the front building entry.

- iii. The parking lot patterns for fire trucks have been designed for the largest fire truck size in the local fleet. Additionally, the garbage truck pattern is for a standard garbage truck size.

II. General Building Requirements:

- a. Natural Light
 - i. Child-occupied space will have access to natural light via windows or skylights.
 - ii. There will be the ability to control the lighting levels with shades or blinds, particularly in the infant sleep areas.
- b. Natural Ventilation
 - i. Occupiable spaces will have access to natural ventilation with the ability to adjust it.
- c. Outdoor Access
 - i. Classrooms will have direct access to the exterior, directly into the outdoor play space.
 - ii. Outdoor access will be on-grade to allow for use of strollers, buggies and evacuation cribs.

III. Building Materials:

- a. Skin
 - i. Insulated wall panel system
 - ii. Natural wood cladding (horizontal and vertical)
- b. Glazing
 - i. Energy efficient, insulated glazing system
 - ii. Insulated operable windows
 - iii. Insulated operable clerestory windows
- c. Interior
 - i. Exposed roof and ceiling beams/ structure
 - ii. Natural wood/ wood composite roof decking
 - iii. Sensory rich, readily renewable finishes (linoleum, cork, bamboo, aspen wood)
 - iv. Exposed architectural finish cast-in-place concrete walls (lower level)

IV. Sustainability:

- a. Design will follow the intent of Leadership in Energy and Environmental Design (LEED) principals.

- b. Incorporate highly efficient, air-tight building envelope.
- c. Utilize energy efficient systems, such as natural/ hybrid ventilation, solar panels, and water conservation mechanisms
- d. Designed to utilize natural day lighting
- e. Incorporate local, natural, renewable, and recycled materials to support the learning curriculum
- f. Create a safe and healthy environment for children
- g. Leverage “green systems” as learning tools for children

V. Playground Design:

- a. Outdoor Play Spaces
 - i. Multiple play areas will be provided to accommodate the various ages and class sizes to meet or exceed Health Department requirements. Play spaces will be separated into different age ranges, per licensing.
 - ii. Play spaces will have direct access from each of the classrooms.
 - iii. Playground areas will be designed to provide a safe environment for the children with a variety of equipment and surfaces available to encourage different types of age appropriate play.
 - iv. Fencing will be designed to be safe and "non-climbable", and will be reflective of MedImmune's campus aesthetic.
 - v. All plantings in the Landscaping will be designed with non-poisonous species

SIXTH AMENDMENT TO ANNEXATION AGREEMENT
(X-129)

THIS SIXTH AMENDMENT TO ANNEXATION AGREEMENT (“Amendment”), is made this 8th day of March 2013, by and between the CITY OF GAITHERSBURG, MARYLAND, a municipal corporation of the State of Maryland, (hereinafter referred to as “City”), and MEDIMMUNE, LLC, a Delaware limited liability company and successor to MedImmune, Inc., a Delaware corporation (“MedImmune”).

RECITALS:

WHEREAS, MedImmune is the fee simple owner of approximately sixty-two and 6/10ths (62.6) acres of land located in the City of Gaithersburg, identified as follows:

- 101 Orchard Ridge Drive (Parcel N295, the “Summit”, 8.42 acres);
- 200 Orchard Ridge Drive (Parcel N254, part of the “Ridges”, 9.07 acres);
- 1 MedImmune Way (Parcel N454, part of the “Ridges”, 22.8 acres);
- Quince Orchard Road (Parcel N432, part of the “Ridges”, 4.92 acres); and
- Quince Orchard Road (Parcel N550, the “Meadows”, 17.39 acres);

(collectively, the “MedImmune Properties”); and

WHEREAS, the MedImmune Properties constitute a portion of the approximately 212 acres of land annexed into the City of Gaithersburg pursuant to Annexation Agreement X-129 between the City of Gaithersburg and the General Electric Information Services Company dated October 22, 1982 (the “Agreement”); and

WHEREAS, the Agreement has been amended five times as follows:

1. August 5, 1991, the First Amendment
2. March 19, 1996, the Second Amendment

FILED
LORETTA KNIGHT
CLERK OF THE
MONTGOMERY CO., MD
2013 MAR 14 PM 12:38

MP FS SURE 0.00
RECORDING FEE 0.00
TOTAL 0.00
Reg#N007 Rcp#4595399
LEK (KAD) BIK#5588
Mar 14, 2013 12:39 PM

NO FEE

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3. September 15, 1998, the Third Amendment
4. March 11, 2002, the Fourth Amendment, and
5. March 11, 2002, the Fifth Amendment

(the Agreement together with the first five amendments, the “Annexation Agreement”);

and

WHEREAS, the parties desire to amend the Annexation Agreement to establish the conditions under which the MedImmune Properties may be developed in the future; and

WHEREAS, Gaithersburg has found and determined that an amendment to the Annexation Agreement will (i) promote the guiding strategies of the City of Gaithersburg 2009 Process & Overview Element of the City’s Master Plan (2009 Master Plan); (ii) encourage efficient and effective delivery of public services and placement of public facilities; and (iii) promote the public interest.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which shall be deemed a part of this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties covenant and agree as follows:

1. Future Development of MedImmune Properties. The parties agree that the MedImmune Properties are no longer subject to the square footage limitations (alternatively known as allowable floor area of “Intended Uses” or “Other Uses”) contained in the Annexation Agreement. Except as noted in Paragraph 7, the MedImmune Properties are and remain subject to the density and intensity of development provisions contained in the Mixed Use Development (MXD) Zone, Chapter 24 of the Code of the City of Gaithersburg, Article III, Division 19, Section 24-160D.1, et seq. (the “MXD Zone”), as the MXD Zone provisions exist and are in effect at the time of this Amendment, unless, and to the extent that, those provisions are amended

in the future so as to allow greater density and intensity of development than is allowed as of the date of this Amendment. The City further acknowledges and agrees that the development density to be permitted on the MedImmune Properties in accordance with this Amendment shall not be reduced as a result of any dedications, reservations and/or acquisitions for public use, if any, and shall be and remain based on the area of the MedImmune Properties prior to any such dedications, reservations and/or acquisitions, including the proposed dedication of open space/parkland described in Paragraph 9, below. The City further acknowledges and agrees that the overall development density allowed on the MedImmune Properties based on the MXD Zone, and any potential transfer of density from the City-owned properties, as described in Paragraph 2 below, can be distributed among the individual properties that comprise the MedImmune Properties without a maximum density limitation on any individual property, except for limitations on the Meadows Property described in Paragraph 4.

2. Transfer of Density from City-owned Properties. MedImmune may seek, and the City shall allow, the transfer to MedImmune of density up to a floor area ratio of 0.75 from the approximately 11.7 acres of City-owned properties adjoining the MedImmune Properties, identified as follows:

- Parcel P623, Pt. Parcel "A", 0.1 acres;
- Parcel N595, Pt. Parcel "A", 1.63 acres;
- Parcel N489, Pt. Parcel "A", 1.52 acres; and
- Parcel N600, Pt. Parcel "A", 8.43 acres.

MedImmune may apply any such density transfer towards development on any or all of the MedImmune Properties, except for limitations on the Meadows Property described in Paragraph 4. In the event MedImmune does not achieve the density that it requires, MedImmune may seek

a Mayor and City Council resolution to waive any floor area ratio development standards as permitted by the City Zoning Ordinance at the time of development application.

3. Access Easement over City-owned Properties. MedImmune may seek, and the City shall allow, any ingress/egress easements over City-owned properties, particularly Parcel N489, to provide reasonable pedestrian and vehicular access between MedImmune Properties.

4. Development Density and Setback Requirements on Meadows Property. MedImmune will concentrate a greater share of any future additional square footage on the Summit and/or Ridges portions of the MedImmune Properties, as opposed to the Meadows Property, as shown on the draft concept “bubble plan” attached hereto as Attachment A. MedImmune will limit development on the Meadows Property to 300,000 square feet of building area intended for occupancy and use as lab/office use (not including mechanical space, elevator shafts and stairwells, covered parking, or space below grade, unless the below grade space is intended for use and occupancy) and to a maximum height of five stories. To ensure compatibility with adjoining residential uses further, surface parking spaces shall have a minimum 50 foot setback and buildings and structured parking shall have a minimum 100 foot setback from the Orchard Ridge Drive right of way/Meadows Property property line, as that property line exists as of the date of this Amendment. At the time that MedImmune exercises development rights on the Meadows, MedImmune will provide trees, vegetation and adequate screening along the Orchard Ridge Drive property line to aid as a visual barrier between the future development and the residences across Orchard Ridge Drive. Vehicular and pedestrian ingress and egress will be permitted within these setback areas. Except for these limitations on the Meadows Property, the draft concept “bubble plan” reflects conceptual future development on the MedImmune Properties only. To assist the City and community with on-street parking

demand along Orchard Ridge Drive, MedImmune will contribute up to a maximum of three hundred fifty thousand dollars (\$350,000.00) (or the actual cost, whichever is less) to be applied towards the cost of providing up to twenty (20) additional on-street parking spaces along the residential side Orchard Ridge Drive. Said contribution shall be made within ninety (90) days from the approval of this Agreement. MedImmune's responsibility is for payment only, and MedImmune will not be responsible for any design or construction of the spaces.

5. Right to Develop MedImmune Properties. The City agrees that, subject to compliance with applicable laws and regulations, MedImmune has the right to develop the MedImmune Properties in substantial conformance with this Amendment. The concept "bubble plan" attached hereto as Attachment A shall constitute an approved sketch plan for the MedImmune Properties. The City further agrees that if otherwise in compliance with the City's subdivision and zoning laws and findings required for the MXD zone, it will approve plans, including sketch plans, schematic development plans, site plans, and record plats, and all other required development approvals and permits to permit the development, construction, and occupancy of future buildings on the MedImmune Properties that are in substantial conformance with this Amendment. Future applications will be reviewed and approvals will be made in accordance with the subdivision and zoning laws and regulations as they are in effect at the time of application(s) submittal(s). MedImmune will be given priority permit review. Revisions to the City's master plans shall not alter the terms of and conditions of this Amendment, even if a revised master plan is inconsistent with this Amendment. The City will not change the zoning of MedImmune properties without MedImmune's consent.

6. Approval, Fees, Processes and Regulations. MedImmune shall be subject to all development permit approvals, fees, processes and regulations, except as otherwise provided

herein.

7. Section 24-160D.3(b)(2) Not Applicable. The MedImmune Properties are not subject to Section 24-160D.3(b)(2) of the City Zoning Ordinance (maximum percentages of various uses).

8. Rezoning of Summit Property. MedImmune shall seek to rezone the Summit Property from the current I-3 Zone to the MXD Zone prior to or concurrent with any development application submitted for density greater than the currently permitted 1.95 million square feet. The City acknowledges that MXD zoning of the Summit Property is in conformance with the Master Plan and, subject to compliance with the provisions of Chapter 24 of the City Code, is an appropriate zoning classification of the Property. The City further agrees that the density and intensity of development calculations under City Code Section 24-160D.4 related to any subsequent MedImmune development plan will presume successful rezoning of the Summit Property. The City acknowledges that the Summit Property satisfies the MXD Zone development standards and that no further dedications, requirements, or compliance with development standards are necessary to accomplish the rezoning.

9. Dedication of Portion of Meadows Property for Open Space/Parkland. At a mutually agreeable time in 2013, MedImmune will dedicate and Plat a portion of the Meadows Property, approximately 6.5 acres in size, to the City for open space/parkland, in the approximate location as shown on Attachment B. MedImmune may count the density available from that property towards future development on any or all of the other MedImmune Properties. MedImmune and the City may discuss any additional conditions in connection with the dedication such as naming rights for any recreational facilities. On or before dedication, MedImmune will pay \$200,000.00 to the City for use in preparing the dedicated land for use as

open space/parkland.

10. Payment for Transportation Network Improvements. MedImmune will be responsible, at its expense, for any transportation improvements necessary to accommodate any future development on the MedImmune Properties within the general boundaries of the MedImmune and Quince Orchard Park Properties, as reflected on Attachment C. Given the prior dedications under the Annexation Agreement, MedImmune may be allowed to develop up to 138,518 square feet of new building area without any further dedication requirements or any payment for transportation network improvements. For any additional development that exceeds 138,518 square feet of new building area, MedImmune will pay to the City \$4.00 for each square foot of approved building area intended for occupancy and use (not including mechanical space, elevator shafts and stairwells, covered parking, or space below grade, unless the below grade space is intended for use and occupancy), for which a building permit is issued by the City. MedImmune will make the transportation network improvements payment at time of issuance of Final Site Plan approval for any such building area that is subject to the payment. Such payment is for any and all transportation network improvements outside of the area depicted on Attachment C and will be in lieu of any and all other potential transportation improvement requirements, outside of the area depicted on Attachment C, required under the City's Adequate Public Facilities Ordinance or otherwise. The City agrees that all payments received shall be used for transportation network improvements not included in the area shown on Attachment C that, to the greatest extent possible, enhance safety around the MedImmune Properties and directly benefit the general transportation area surrounding the MedImmune Properties. First priority for application of payment funds shall be given to projects, roadways, and intersections that enhance safety and directly adjoin or benefit the MedImmune Properties. MedImmune will

not be responsible for designing or managing any transportation network improvement projects outside of the area shown on Attachment C. In the event that Montgomery County increases the County transportation impact tax payment for bioscience facilities (currently at zero) and if those tax revenues are provided to the City, then that portion of any transportation network improvements payment made pursuant to this paragraph that is equivalent to impact tax paid shall be reimbursed by the City to MedImmune as a credit to any such County transportation impact tax.

11. No Further Adequate Public Facilities Requirements. The City agrees that no further analysis, studies, or conditions, other than those provided in paragraph 10, above, pursuant to the Gaithersburg Zoning Ordinance, Gaithersburg Subdivision Regulations, City Code, or otherwise, shall be or may be required to evaluate the adequacy of roads or transit and that no other roadway improvements shall be required by the City to support future development on the MedImmune Properties.

12. Pedestrian Bridge. Based on conditions to be determined by separate agreement, MedImmune will provide funding of up to \$4,000,000.00 (Four Million Dollars) to support the design and construction of a pedestrian bridge crossing Great Seneca Highway to assist with pedestrian circulation around the MedImmune Properties and surrounding communities. The alignment and layout of bridge shall be coordinated, to the extent possible, with, but shall not be contingent upon the Corridor Cities Transitway (CCT) project and design and implementation will commence no later than December 31, 2023. The bridge will be designed and used for pedestrian/bicycle traffic only and will not be open to motorized vehicular traffic. The aesthetics, design, and construction of the bridge will be comparable to the high design standards displayed within the MedImmune Properties. MedImmune will not be responsible for designing

or managing construction of the pedestrian bridge, but will be given the opportunity in advance to review and comment on the design of the bridge. Design of the bridge assumes that it will be located north of the Great Seneca Highway/Kentlands Boulevard/Orchard Ridge Drive intersection.

13. Parking Requirement. The parking requirement on the MedImmune Properties shall be one (1) space for every 400 square feet of gross floor area for all existing and future development. This parking provision does not transfer to any subsequent owner in the event MedImmune sells the MedImmune Properties or any portion thereof to an entity unrelated or unaffiliated with MedImmune. In the event MedImmune transfers ownership of the Meadows Property to an entity unrelated or unaffiliated with MedImmune, then the parking requirements for the Meadows shall be the lesser of: (1) the parking regulations in effect at the time of application, or (2) a maximum of one (1) space for every 325 square feet of gross floor area, provided that all parking is accommodated on-site.

14. Validity Period. The terms, conditions and restrictions set forth herein shall be valid and enforceable until January 1, 2053, at which time the Annexation Agreement shall expire and shall thereafter be null, void and unenforceable unless otherwise extended or continued pursuant to a written modification to the Annexation Agreement.

15. Further Actions. The City and MedImmune agree to execute any and all such documents and/or to take such actions necessary to carry out the terms and conditions of this Amendment.

16. Judicial Remedy. Any party to this Amendment may seek relief and remedies in any court of competent jurisdiction for the breach or default of the provisions of this Amendment 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 Amendment 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.

17. Binding on Successors and Assigns. With the exception of Paragraph 13, the provisions of this Amendment are and shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of MedImmune and its respective successors and assigns with an interest in the MedImmune Properties, and upon the City and any successors to the City. The foregoing notwithstanding, the obligations and liabilities of MedImmune shall apply only during the period of time that MedImmune is fee simple owner of the MedImmune Properties or any portion thereof to which any obligations and liabilities may apply. If MedImmune or its successors and assigns convey the respective fee simple interest in the MedImmune Properties, or any portion of the MedImmune Properties, then at the time of conveyance, unless the instrument of conveyance provides otherwise, the transferor automatically shall be relieved of any and all obligations and liabilities under and pursuant to this Amendment with respect to the portion of the MedImmune Properties so conveyed, and the transferee automatically shall assume and take title subject to all of the transferor's obligations and liabilities under and pursuant to this Amendment with respect to the portion of the MedImmune Properties so conveyed.

18. Amendment. This Amendment may be amended only in writing, signed by (or on

behalf of) all parties hereto.

19. Severability. The terms and provisions of this Amendment are severable and in the event that any term or provision of this Amendment is invalid or unenforceable for any reason, the remaining terms and provisions thereof shall remain in full force and effect.

20. Execution and Counterparts. All parties hereto represent and warrant that the individuals executing this Amendment on their behalves have the full and complete authority to execute this Amendment and that the signatures which appear below bind the respective parties to the terms of this Amendment. The City further represents and warrants that it has the legal authority, right, and power to enter into this Amendment and is bound by its terms. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute a single Amendment. All parties may rely upon a facsimile copy of this Amendment executed by any other party, and such copy of this Amendment shall be deemed an original executed copy for all purposes.

21. Recordation. This Amendment shall be recorded in the Land Records of Montgomery County, Maryland, at MedImmune's expense.

22. Notice. Any notice required to be given by this Amendment shall be sent by electronic mail and by certified mail to the following:

(a) To MedImmune:

Executive Vice President, Operations
MedImmune
One MedImmune Way
Gaithersburg, MD 20878
Fax: 301-398-8505

and

General Counsel
MedImmune

One MedImmune Way
Gaithersburg, MD 20878

(b) To the City of Gaithersburg, Maryland:

Tony Tomasello
City Manager
31 South Summit Avenue
Gaithersburg, MD 20877
Fax No.: _____
ttomasello@gaitthersburgmd.gov

with copies to:

Lynn Board, Esq.
City Attorney, City of Gaithersburg
31 South Summit Avenue
Gaithersburg, MD 20877
Fax No.: (301) 948-6149
lboard@gaitthersburgmd.gov

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Amendment as of the date first set forth above, as evidenced by their respective signatures and acknowledgments on the following pages.

WITNESS:

CITY OF GAITHERSBURG, MARYLAND

[Signature]

By: [Signature]

Name: Tony Tomasello

Title: City Manager

STATE OF MARYLAND

COUNTY OF MONTGOMERY

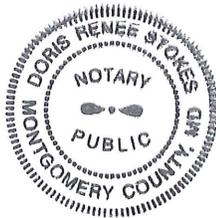
I HEREBY CERTIFY that on this 8th day of March, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Tony Tomasello, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and who acknowledged himself to be the City Manager of the City of Gaithersburg, Maryland, and that such City Manager, being so authorized to do, executed the foregoing Amendment for the purposes therein contained by signing the name of the City.

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

[Signature]
Notary Public

My Commission Expires: March 5, 2016

[NOTARIAL SEAL]



Doris Renee Stokes
NOTARY PUBLIC
Montgomery County
State of Maryland
My Commission Expires
March 5, 2016

WITNESS:

MEDIMMUNE, LLC, a Delaware limited liability company:

Ella Maldonado

By: _____

Name: Bahya Jatta

Title: EVP, MedImmune

STATE OF MARYLAND *
*
COUNTY OF MONTGOMERY *

to wit:

On this 1st day of March, 2013, before the under signed, personally appeared Bahya Jatta known to me (or satisfactorily proven) to be the person whose name is subscribed to the above Petition and acknowledged that she/he executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cathy Lynn Gibson
NOTARY PUBLIC

My commission Expires: 3-5-16

[NOTARIAL SEAL]

PROPOSED ALLOCATION OF DEVELOPMENT RIGHTS
(BASED ON SKETCH PLAN 22745C)

> THE RIDGES

EXISTING BUILT
OFFICE / LAB
OFFICE / LAB
CURRENT ALLOWABLE
855,000 SF / 4-7 STORES
OFFICE / LAB
PROPOSED ALLOWABLE
1,200,000 - 2,100,000 SF / 4-9 STORES
OFFICE / LAB

> THE SUMMIT

EXISTING BUILT
102,000 SF
OFFICE
CURRENT ALLOWABLE
106,000 SF / 3 STORES
OFFICE
PROPOSED ALLOWABLE
106,000 - 440,000 SF / 4-7 STORES
OFFICE / LAB

> THE MEADOWS

EXISTING BUILT
0 SF
CURRENT ALLOWABLE
150,000 SF / 3-8 STORES
OFFICE / RETAIL
PROPOSED ALLOWABLE
150,000 - 300,000 SF / 3-4 STORES
OFFICE / LAB

OVERALL PROPOSED DEVELOPMENT

EXISTING BUILT
320,000 SF
CURRENT ALLOWABLE
1,111,000 - 1,286,000 SF
PROPOSED ALLOWABLE
2,426,000 SF

VICINITY MAP



**ATTACHMENT A:
CONCEPT BUBBLE PLAN**

MARCH 4, 2013

SCALE: 1"=400'

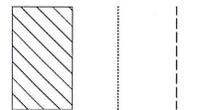
LIMITS OF QUINCE ORCHARD
BUSINESS PARK



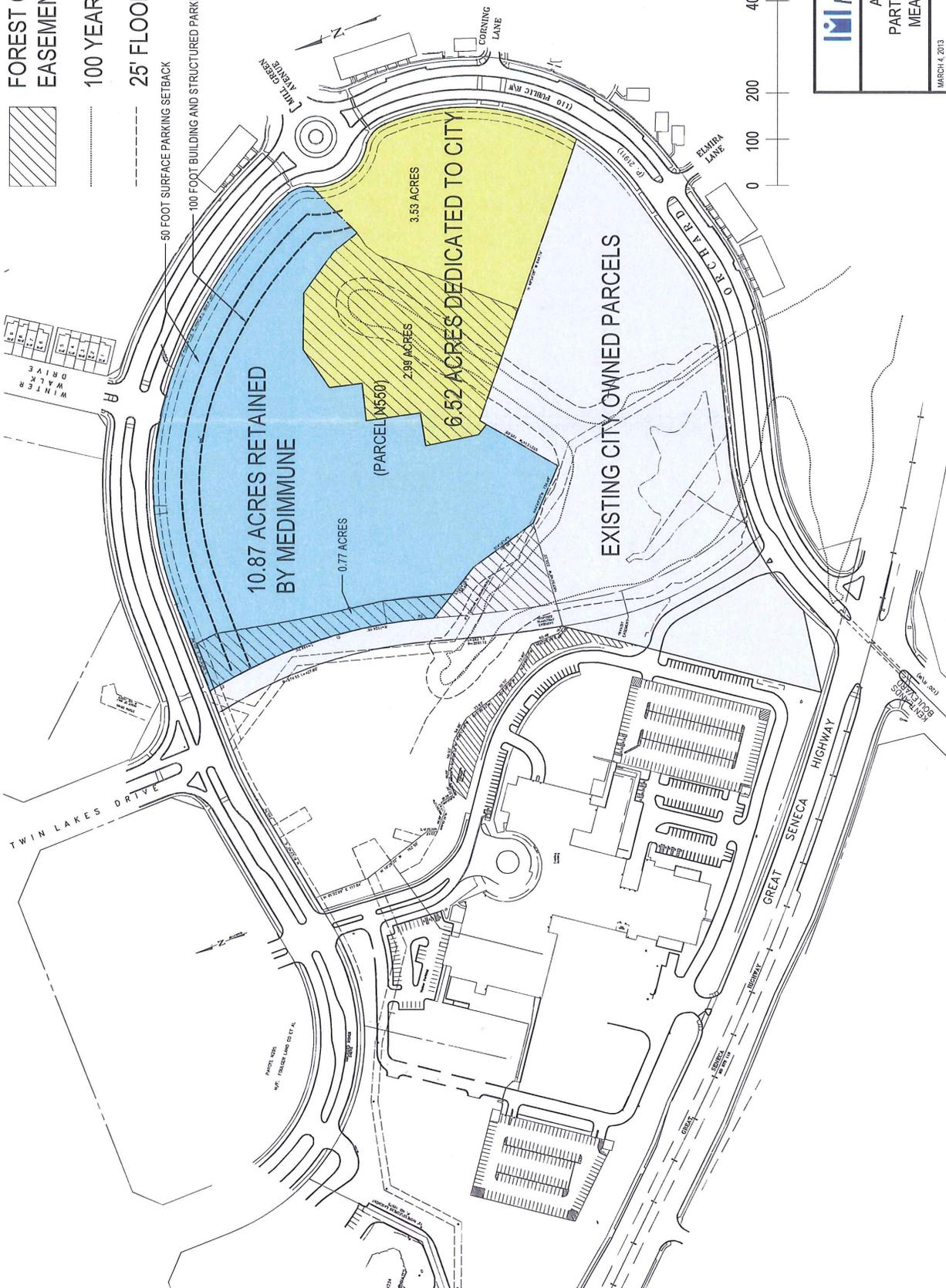
MEDIMMUNE OWNED PARCELS
WITHIN QUINCE ORCHARD
BUSINESS PARK

46317 154

- FOREST CONSERVATION EASEMENT
- 100 YEAR FLOODPLAIN
- 25' FLOODPLAIN BUFFER



50 FOOT SURFACE PARKING SETBACK
 100 FOOT BUILDING AND STRUCTURED PARKING SETBACK



MedImmune
 ATTACHMENT B:
 PARTIAL DEDICATION OF
 MEADOWS PROPERTY

MARCH 4, 2013
 SCALE 1"=100'

MEDIMMUNE RESPONSIBLE AT ITS EXPENSE FOR TRANSPORTATION IMPROVEMENT PROJECTS WITHIN THE DELINEATED AREA THAT ARE NECESSARY AS A RESULT OF NEW MEDIMMUNE INITIATED SITE DEVELOPMENT. DELINEATED AREA NOT INTENDED TO INCLUDE PROJECTS WITHIN THE EXISTING RIGHT OF WAY AT THE INTERSECTIONS OF TWIN LAKES ROAD & QUINCE ORCHARD ROAD, ORCHARD RIDGE DRIVE & QUINCE ORCHARD ROAD, QUINCE ORCHARD ROAD & GREAT SENECA HIGHWAY, AND GREAT SENECA HIGHWAY & ORCHARD RIDGE DRIVE. MEDIMMUNE TO CONTRIBUTE A SEPARATE FEE PER AREA DEVELOPED TO THE CITY OF GAITHERSBURG TO ASSIST IN FUNDING THE TRANSPORTATION IMPROVEMENTS AT THESE INTERSECTIONS AND FURTHER OUTSIDE THE DELINEATED AREA.



ATTACHMENT C:
LIMIT OF RESPONSIBILITY FOR MEDI
TRANSPORTATION IMPROVEMENT PROJECTS

MARCH 4, 2013

SCALE: 1"=40'

INFORMATION FOR RECORDING:

<u>Parcel I.D. #:</u>	<u>Record Legal Description:</u>	<u>Street:</u>
09-201-02544207	Plat 15527 Lot 5 Quince Orchard Corp Ctr (Parcel N295)	101 Orchard Ridge Dr.
09-201-02725335	Plat 16575 Lot 1 Quince Orchard Corp Ctr (Parcel N254)	200 Orchard Ridge Dr.
09-201-03646461	Plat 23961, Lot 6 Quince Orchard Corp Ctr (Parcel N454)	1 MedImmune Way
09-201-03622955	Pt. Parcel A Geisco (Parcel N432)	Quince Orchard Road
09-201-03625834	Pt. Parcel A Geisco (Parcel N550)	Quince Orchard Road
09-201-03372956	Pt. Parcel A Geisco (Parcel P623)	Quince Orchard Road
09-201-03372945	Pt. Parcel A Geisco (Parcel N595)	Quince Orchard Road
09-201-03622977	Pt. Parcel A Geisco (Parcel N489)	Quince Orchard Road
09-201-03372934	Pt. Parcel A Geisco (Parcel N600)	Quince Orchard Road

Name and Address of Parties to Instrument and Their Interest

City: **City of Gaithersburg**
31 South Summit Ave.
Gaithersburg, MD 20877

MedImmune: **MedImmune, LLC**
One MedImmune Way
Gaithersburg, MD 20878

Certificate

I hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.



AFTER RECORDATION, PLEASE RETURN TO:

Lynn Board, Esq.
City Attorney
City of Gaithersburg
31 South Summit Ave.
Gaithersburg, MD 20877

State of Maryland Land Instrument Intake Sheet for Montgomery County

Exhibit A

	Parcel ID	Map	Parcel No.	Subdivision	Lot	Plat Reference
1.	09-02544207	FS13	N295	0201	5	15527
2.	09-02725335	FS13	N254	0201	1	16575
3.	09-03646461	FS13	N454	0201	6	23961
4.	09-03622955	FS23	N432	0201		
5.	09-03625834	FS23	N550	0201		
6.	09-03372956	FS13	P623	0201		
7.	09-03372945	FS23	N595	0201		
8.	09-03622977	FS23	N489	0201		
9.	09-03372934	FS23	N600	0201		

State of Maryland Land Instrument Intake Sheet

Baltimore City County: Montgomery
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

46317 158

Space Reserved for Circuit Court Clerk Recording Validation

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.)										
		<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input checked="" type="checkbox"/> Other Annexation Agreement	<input type="checkbox"/> Other _____							
		<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease									
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input checked="" type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]							
3	Tax Exemptions (if applicable)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Recordation</td> <td>Municipal Corporation</td> </tr> <tr> <td>State Transfer</td> <td>Municipal Corporation</td> </tr> <tr> <td>County Transfer</td> <td>Municipal Corporation</td> </tr> </table>					Recordation	Municipal Corporation	State Transfer	Municipal Corporation	County Transfer	Municipal Corporation
Recordation	Municipal Corporation											
State Transfer	Municipal Corporation											
County Transfer	Municipal Corporation											
	Cite or Explain Authority											
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only							
		Purchase Price/Consideration	\$		Transfer and Recordation Tax Consideration							
		Any New Mortgage	\$		Transfer Tax Consideration	\$						
		Balance of Existing Mortgage	\$		X () % =	\$						
		Other:	\$		Less Exemption Amount	-	\$					
		Other:	\$		Total Transfer Tax	=	\$					
		Full Cash Value:	\$		Recordation Tax Consideration	\$						
				X () per \$500 =	\$							
				TOTAL DUE	\$							
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:						
		Recording Charge	\$				Tax Bill:					
		Surcharge	\$				C.B. Credit:					
		State Recordation Tax	\$				Ag. Tax/Other:					
		State Transfer Tax	\$									
		County Transfer Tax	\$									
		Other	\$									
	Other	\$										
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG					
		09	See Attached <u>Exhibit A</u>					<input type="checkbox"/> (5)				
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)				
		Location/Address of Property Being Conveyed (2)										
		<u>See attached 'Exhibit A'</u>						Water Meter Account No.				
		Other Property Identifiers (if applicable)										
		Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/>	Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/>	Amount:								
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Description/Amt. of SqFt/Acreage Transferred:									
		If Partial Conveyance, List Improvements Conveyed:										
7		Transferred From	Doc. 1 – Grantor(s) Name(s)			Doc. 2 – Grantor(s) Name(s)						
	MedImmune, LLC											
		Doc. 1 – Owner(s) of Record, if Different from Grantor(s)			Doc. 2 – Owner(s) of Record, if Different from Grantor(s)							
8	Transferred To	Doc. 1 – Grantee(s) Name(s)			Doc. 2 – Grantee(s) Name(s)							
		City of Gaithersburg										
		New Owner's (Grantee) Mailing Address										
		31 S. Summit Avenue, Gaithersburg, MD 20877										
9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)			Doc. 2 – Additional Names to be Indexed (Optional)							
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person					
		Name: Lauren Klingler					<input type="checkbox"/> Hold for Pickup					
		Firm: City of Gaithersburg, Dept. of Legal Services					<input type="checkbox"/> Return Address Provided					
		Address: 31 South Summit Avenue Gaithersburg, MD 20877 Phone: (301) 258-6310 x 2172										
11	Assessment Information	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER										
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?									
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify: _____									
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).									
		Assessment Use Only – Do Not Write Below This Line										
		Terminal Verification	Agricultural Verification	Whole	Part	Tran. Process Verification						
		Transfer Number	Date Received:	Deed Reference:		Assigned Property No.:						
		Year	20	20	Geo.	Map	Sub					
		Land			Zoning	Grid	Plat					
		Buildings			Use	Parcel	Section					
		Total			Town Cd.	Ex. St.	Ex. Cd.					
		REMARKS:										

Space Reserved for County Validation