

October 26, 2021

Mr. William Zeid
Gorove Slade Associates, Inc.
1140 Connecticut Ave NW, Suite 600
Washington, DC 20036

Dear Mr. Zeid,

Thank you for the opportunity to review the **Traffic Impact Study (TIS)** prepared by Gorove Slade Associates, Inc., dated **August 3, 2021**, for the proposed **Novavax – 14 Firstfield Rd** development – **21APMO028XX** on MD 124 (Quince Orchard Road) located in the **City of Gaithersburg**, Maryland. The Maryland Department of Transportation State Highway Administration (MDOT SHA) review is complete and we are pleased to respond.

- The subject site is located in the southwest quadrant of the MD 124 and Bank St intersection in the City of Gaithersburg.
- The proposed development will create a total of 604,929 SF uses: including up to 217,775 SF general office, 235,922 SF research & development space, and 151,232 SF manufacturing space.
- Vehicular access to the site is proposed via the two existing site driveways along Firstfield Road, the proposed new site driveway connecting to Bank Street, and a connection through the adjacent 700 Quince Orchard Road site via “Street B” to Quince Orchard Road.
- The following intersections were analyzed under existing, background, and future conditions:
 - Clopper Road and Firstfield Road
 - W Diamond Avenue and Quince Orchard Road
 - Firstfield Road and Quince Orchard Boulevard
 - Firstfield Road and Bank Street
 - Quince Orchard Road and Bank Street
 - Quince Orchard Road and Quince Orchard Boulevard
 - Quince Orchard Road and Twin Lakes Drive

Based on the information provided, please address the following comments in a point-by-point response:

Traffic Development & Support Division (TDSD) Comments by (Ms. Obianuju Ani):

We have reviewed the point-by-point response submitted for subject project and we do not have further comments at this time.

Travel Forecasting & Analysis Division (TFAD) Comments by (Mr. Scott Holcomb):

1. TFAD defers to the City of Gaithersburg to ensure that adequate parking is provided to accommodate the displaced current patronage at the existing parking lot (14 Firstfield Road) and the committed spots for the proposed 700 Quince Orchard property.
2. Other previous TFAD comments have been addressed and we have no further comments.

The SHA concurs with the report findings for this project as currently proposed and will not require the submission of any additional traffic analyses. However, an access permit will be required for all construction within the SHA right of way. Please submit electronically (via our online system <https://mdotsha.force.com/accesspermit>) the proposed improvement plans (including a set of hydraulic plans and computations) and all supporting documentation to the Access Management Division. Please reference the SHA tracking number on any future submissions.

Please keep in mind that you can view the reviewer and project status via SHA Access Management Division web page at <https://www.roads.maryland.gov/mdotsha/pages/amd.aspx>. Please note, if this project has not obtained an SHA access permit and begun construction of the required improvements within five (5) years of this approval, extension of the permit shall be subject to the submission of an updated traffic impact analysis in order for SHA to determine whether the proposed improvements remain valid or if additional improvements will be required of the development. If you have any questions, or require additional information, please contact Mr. Kwesi Woodroffe at 301-513-7347, by using our toll free number (in Maryland only) at 1-800-749-0737 (x7347), or via email at kwoodroffe@mdot.maryland.gov or shaamdpermits@mdot.maryland.gov.

Sincerely,



for Erica Rigby,
District Engineer, District 3, MDOT SHA

ER/cmh

cc:

Ms. Obianuju Ani, MDOT SHA – TDSD

Mr. William Zeid
SHA Tracking No.: 21APMO028XX
Page 3 of 3
October 26, 2021

Mr. Samuel Copelan, City of Gaithersburg
Ms. Rola Daher, MDOT SHA – TFAD
Ms. Michelle Dandeneau, Fitwel Ambassador
Mr. Scott Holcomb, MDOT SHA – TFAD
Mr. Derek Gunn, MDOT SHA – Acting Deputy District Engineer
Mr. William Stroud, MDOT SHA – TDSD
Mr. Kwesi Woodroffe, MDOT SHA – District 3 Regional Engineer

**DECLARATION OF
SHARED PARKING AND RECIPROCAL EASEMENTS**

THIS DECLARATION OF SHARED PARKING AND RECIPROCAL EASEMENTS (this “**Declaration**”) is made as of _____, 2022 (“**Effective Date**”), by 14 Firstfield Holdings LLC, a Delaware limited liability company (“**14 FF Owner**” or “**Declarant**”).

RECITALS

A. The Declarant is the owner of fee title of that certain parcel of land and improvements thereon located at 14 Firstfield Road, Gaithersburg, Maryland (“**14 FF Property**”), more particularly described on **Exhibit A** attached hereto and made a part hereof. The 14 FF Property is subject to that certain Sketch Plan SK-8813-2021 approved by the Mayor and Council of the City of Gaithersburg, Maryland, as amended (the “**Sketch Plan**”), and is depicted as Block 2 on the Sketch Plan attached as **Exhibit B** attached hereto and made a part hereof.

B. The 14 FF Property is subject to that certain Schematic Development Plan SDP-9003-2021 (the “**SDP**”) approved by the City of Gaithersburg which permits the development of the 14 FF Property with a north building, a south building with a manufacturing and amenities annex, a parking structure and open space and related amenities as depicted on the SDP Plan attached as **Exhibit C** attached hereto and made a part hereof. The SDP approves a preliminary plan of subdivision subdividing the 14 FF Property into three lots or parcels containing: 1) the private streets A and B; 2) the structured parking garage; and 3) the north and south buildings and related open space. The north and south buildings are separated by a private street C. The Sketch Plan, the SDP, and all amendments and Site Plan approvals are referred to herein as “**Development Approvals.**” Any permit to construct and implement the Development Approvals is referred to herein as a “**Permit**”.

C. The stand-alone structured parking garage is proposed to provide all or most of the parking required by development approvals for the 14 FF Property; and the balance of the parking required by the development approvals for the north building which is not provided by the parking below the north building; and up to 225 spaces for the use of 700 Quince Orchard Road pursuant to the terms of that certain recorded Parking Easement Agreement between the 14 FF Owner and the owner of 700 Quince Orchard Road dated October 23, 2020 recorded in the land records of Montgomery County, Maryland in Liber 61819 at folio 413 (the “**700 QO Parking Easement**”).

D. For the purposes of this Declaration, the lot or parcel containing the structured parking garage, part of Street C, and related site improvements is referred to as the “**Garage Lot**”, the part of a lot containing the south building, its manufacturing and amenities annex, the Quad central open space, and related site improvements lying south of Street C is referred to as the “**South Building Parcel**”, the part of a lot

containing the north building, its underground parking levels, and related site improvements lying north of Street C is referred to as the “**North Building Parcel**”, and the lot containing the improvements for Streets A and B are referred to as the “**Street Parcel**”. The South Building Parcel and the North Building Parcel are proposed as a single lot in the SDP and where appropriate herein is referred to collectively as the “**Building Lot**”.

E. Since the 14 FF Property is intended to be subdivided, the 14 FF Owner, as sole owner of the Garage Lot, the South Building Parcel, the North Building Parcel, and the Street Parcel desires to declare certain reciprocal easements to facilitate development of the multiple improvements over time, provide pedestrian and vehicular access across the streets and pedestrian sidewalks and paths as completed, provide utility and construction easements to facility construction, maintenance and repair, and provide for the shared use and expenses of the structure parking garage on the Garage Lot, all for the benefit of the Garage Lot, the South Building Parcel, the North Building Parcel, and the Street Parcel, their respective owners and the Permittees (as defined below) as described in this Agreement, over and across the 14 FF Property, subject in all respects to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the 14 FF Owner does hereby declare as follows for the benefit of the Building Lot, Garage Lot and Street Parcel:

1. Reciprocal Vehicular Access Easement. Declarant declares a non-exclusive reciprocal easement, in common with others, over and across the 14 FF Property for the purpose of providing the Declarant, the owners of the Building Lot, the Garage Lot and the Street Parcel and their respective Permittees unimpeded vehicular ingress and egress over all built private streets that are part of the vehicular circulation system accessing public roads, commencing upon completion of construction and the opening for use of any segment of the private roads (“**Vehicular Easement**”), subject to the reserved rights of Declarant in Section 3 below, and further subject to the terms of that certain Diamond Farms Shared Access and Termination Agreement for the benefit of Lot 12, Block C with address of 700 Quince Orchard Road, August 26, 2019 and recorded in the land records of Montgomery County in Liber 058199 at folio 121.

2. Reciprocal Pedestrian and Bicycle Access Easement. Declarant declares a non-exclusive reciprocal easement, in common with others, over and across the 14 FF Property for unimpeded pedestrian access to, and use of all built sidewalks and walkways outside of the exterior perimeter of the buildings (saving and excepting any areas marked private) (“**Pedestrian Easement**”) and, with respect to any path designed for bicycle use, for unimpeded bicycle access (“**Bicycle Easement**”), to the owners of the Building Lot, the Garage Lot and the Street Parcel and their respective Permittees, subject to the reserved rights of Declarant set forth in Section 3 below, commencing upon the completion of construction and opening for use of any such sidewalks and walkways on the 14 FF Property. Except as may be otherwise set forth herein, the

owner of the land underlying any segment of the sidewalks and pathways shall be responsible for maintenance, repair, and as necessary, replacement, in a good, clean, safe, and sanitary condition of all sidewalks and walkways on such owner's Lot.

3. Declarant Reserved Rights. The Declarant reserves the right to temporarily close the Vehicular and Pedestrian Easements from time to time for the purposes specifically provided in this Agreement, including the right to close the Easements overnight from midnight to 5:00 a.m. at its sole option for inspection, housekeeping, and maintenance. The use of the Easements may be temporarily suspended or limited, in whole or in part, from time to time, by the Declarant, to make emergency or scheduled major maintenance, repairs and construction on the structures and features on, over, under and along the Easements; where and when necessary to protect the public safety; to respond to or prevent threats to personal, building or corporate security; to prevent damage or physical waste to the Easements by users; to remove or prevent nuisances and trespass; to disperse unauthorized assembly on private property, or take legal action for unauthorized or illegal noise, amplified speech, harassing behaviors, panhandling, loitering, sleeping, and other behaviors and activities not consistent with a quality, safe, and secure privately owned property in the Gaithersburg, Maryland market. In addition, the Declarant reserves the right to temporarily close Street C, from time to time, for campus events and company functions. In all events, however, the Declarant shall: (a) provide the owners of the North Building Parcel and South Building Parcel and their respective Permittees with reasonable advance notice of any such temporary closure, suspension, or limitation and the expected duration thereof, and (b) use commercially reasonable efforts to minimize the duration and scope of any such temporary closure, suspension, or limitation.

4. Gas, Electrical, Water, Communications, Sanitary Sewer and Storm Drain Easements. Declarant declares a non-exclusive reciprocal gas, electrical, water, communications, sanitary sewer, storm drain and storm water management facility (individually the "Utility System" or collectively the "Utility Systems") easements over such portions of the 14 FF Property as are reasonably required to ensure that the Building Lot, the Garage Lot, and the Street Parcel are each adequately served by the Utility Systems located on the 14 FF Property or to conform the Utility Systems with the requirements of the Development Approvals or any Permit Approval. Declarant declares a non-exclusive reciprocal easement to each of the owners of the Building Lot, the Garage Lot and the Street Parcel for the installation, relocation, maintenance, repair, replacement, operation and inspection of Utility Systems located within the aforementioned easement areas, together with (for the purpose of constructing and maintaining such Utility Systems only) the right of reasonable ingress and egress along and over said easements upon reasonable prior notice to the burdened owner. No owner shall have the right to tie into existing Utility Systems unless such Utility Systems have sufficient capacity to accommodate such added use or unless the owner desiring to tie in increases the capacity of such Utility System at such owner's expense.

5. Maintenance of Street Parcel and Street C Improvements. The maintenance of the Street Parcel and Street C shall be the responsibility of the owner of the Building Lot, except that any landscaping, fixtures and furniture, enhanced

sidewalk, and other similar upgraded improvements located on the Building Lot or the Garage Lot shall be the responsibility of such lot owner for maintenance, repair and replacement of such landscaping, fixtures, and furniture, enhanced sidewalk, and other similar upgraded improvements.

6. Temporary Maintenance and Construction Easement. The Declarant declares an easement for Declarant, the owners of the Building Lot, Garage Lot and Street Parcel and their architects, contractors, subcontractors, materialmen and others engaged in performing maintenance, construction or construction-related work on the 14 FF Property in accordance with a Development Approval and Permit to use portions of the 14 FF Property to the extent necessary for the purpose of performing maintenance or construction work, including the right to move materials, equipment and personnel involved in such work on and through the 14 FF Property, provided such use does not unreasonably interfere with the use of any part of the 14 FF Property by the owner thereof or its Permittees. Notice shall be sent at least thirty (30) days before the Declarant or any owner of the Building Lot, Garage Lot or Street Parcel exercise the rights granted in this Section, and shall limit its activities to those portions of the of 14 FF Property necessary and within the limits reasonably designated by the subject owner. The party exercising such rights shall indemnify the owner of such burdened land for all claims and damages arising out of the exercising party's use, obtain insurance in accordance below for the activities naming the owner of the burdened land as an additional insured, and restore the burdened land to original or better condition promptly upon completion.

7. North Building Parcel below-grade structure Easement. The Development Approvals provide for the connection of the North Building below grade parking structure to the structured garage on the Garage Lot over and across the lot line between the Garage Lot and the Building Lot. Declarant grants a perpetual easement for the benefit of the Building Lot on, under and across the Garage Lot for the encroachment of the North Building below-grade parking garage and integrated loading dock structure onto the Garage Lot and any connection between the improvements on the Garage Lot and the Building Lot ("**Encroachment Easement**") and declares that the encroachment upon Garage Lot shall be permissive pursuant to the terms of this Declaration. The owner of the Building Lot waives and relinquishes any and all claims to adverse possession or possession by prescription in connection with the encroachment of the improvement onto the Garage Lot. The owner of Building Lot shall be solely responsible for all costs and expenses in connection with the maintenance, upkeep, and insurance of the below grade parking structure and loading dock improvements in the Encroachment Easement.

8. Grant of Shared Parking Easement; Term.

8.1 Grant. From and after the Effective Date, the Declarant, intending to bind the 14 FF Property, subject to the terms of this Agreement and the reservation of rights in Sections 8.7 (Declarant Reserved Rights) and 8.8 (Temporary Reductions During Construction) below and subject to the terms of the 700 QO Shared Parking Easement, hereby grants for the benefit of the South Building Parcel and North

Building Parcel and their respective Permittees: (a) a non-exclusive appurtenant easement (“**Shared Parking Easement**”) for the use of the Parking Spaces (as defined below) in common with others within the Garage Lot, and (b) a non-exclusive, appurtenant easement for the use of the parking aisles, driveways, and walkways over and across the Garage Lot to access the Parking Spaces (collectively, the “**Access Easement**;” together with the Shared Parking Easement, the “**Parking Easements**”).

8.2 Term. The term of the Easements shall commence on the Effective Date and shall continue thereafter in perpetuity.

8.3 Defined Terms. For purposes of this Agreement, (a) “**Parking Spaces**” means the number of parking spaces to be located on the Garage Lot to accommodate the number of parking spaces to meet the minimum number of parking spaces required by applicable Legal Requirements (as defined below) for respective improvements on the North Building Parcel or South Building Parcel that are not provided on or within their respective North or South Building Parcels. Any on-street parking spaces (if any) on the north side of Street A fronting on the South Building Parcel may be counted towards the spaces required by applicable Legal Requirements for the South Building Parcel; (b) “**Legal Requirements**” means all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants, and restrictions now or hereafter applicable to the 14 FF Property, and (c) “**Governmental Authority**” means any federal, state, regional, municipal, local, or other governmental authority or agency, including, without limitation, quasi-public agencies.

8.4 No Fee or Cost. Except for the share of the Maintenance Costs (as defined below) or as otherwise specifically provided in this Agreement, the Declarant shall provide the Easements without fee, charge, or cost to the owner(s) of the North Building Parcel and South Building Parcel and their respective Permittees.

8.5 Charging Stations. In the event shared electric charging stations are installed within the Garage Lot for the purpose of allowing electric cars to be recharged, the users of the electric charging stations may be individually responsible for the costs, and any uncaptured utility and operating costs shall be part of the Maintenance Costs of the Garage.

8.6 Signage. The Declarant (or its assignee the Garage Lot Owner) shall have the right to install signage designating certain reserved or exclusive spaces within the Garage. Any spaces not designated with signage will be shared spaces, in common with others, on a first come – first use basis.

8.7 Declarant Reserved Rights. The Declarant reserves the right to temporarily close the Parking Easements from time to time for the purposes specifically provided in this Agreement, including the right to close the Easements overnight from midnight to 5:00 a.m. at its sole option for inspection, housekeeping, and maintenance. The use of the Easements may be temporarily suspended or limited, in whole or in part, from time to time, by the Declarant, to make emergency or scheduled major maintenance, repairs and construction on the structures and features

on, over, under and along the Easements; where and when necessary to protect the public safety; to respond to or prevent threats to personal, building or corporate security; to prevent damage or physical waste to the Easements by users; to remove or prevent nuisances and trespass; to disperse unauthorized assembly on private property, or take legal action for unauthorized or illegal noise, amplified speech, harassing behaviors, panhandling, loitering, sleeping, and other behaviors and activities not consistent with a quality, safe, and secure privately owned property in the Gaithersburg, Maryland market. The Declarant reserves the right to make changes to the Garage structure and Parking Spaces from time to time, including by way of illustration but not limitation, install solar arrays and other sustainability elements and related equipment in or on the Garage, add or modify habitable spaces within the Garage such as the Visitor Center and/or daycare center and/or other accessory uses. In all events, however, the Declarant shall: (a) provide the owners of the North Building Parcel and South Building Parcel and their respective Permittees with reasonable advance notice of any such temporary closure, suspension, or limitation and the expected duration thereof, and (b) use commercially reasonable efforts to minimize the duration and scope of any such temporary closure, suspension, or limitation.

9. Parking Area Operation; Maintenance.

9.1 Use. The Parking Spaces shall be used only for the parking of personal, non-commercial vehicles of the North Building Parcel and South Building Parcel, its agents, employees, tenants, and invitees (collectively, “**Permittees**”); (b) no physical waste or damage shall be committed upon or to the Parking Area by an owner and the Permittees; (c) the Parking Spaces will not be used in violation of any applicable Legal Requirements; (d) the Parking Spaces shall not be used for the storage of any materials or as a staging area for any construction without the advance approval of the Declarant; and (e) the owner of the North Building Parcel and South Building Parcel and their respective Permittees shall not use the Easements in any manner that unreasonably interferes with the Declarant’s use and enjoyment of the 14 FF Property. The owners of the North Building Parcel and the South Building Parcel shall comply with all applicable Legal Requirements and reasonable rules and regulations established by the with respect to the use of the Easements. The Declarant shall enforce such rules and regulations in a non-discriminatory manner.

9.2 Maintenance. The Declarant shall, in accordance with applicable Legal Requirements, cause the Garage Lot and the Parking Spaces to be maintained and repaired in a clean and orderly manner consistent with comparable parking areas for commercial office and laboratory space in the Gaithersburg, Maryland submarket, which maintenance and repair shall include, without limitation, (a) causing accumulated snow, ice, trash, and rubbish to be promptly removed from the Parking Spaces; (b) promptly repair any potholes, cracks, or other defects in the Parking Area and within the Access Easement; (c) causing the Parking Spaces and the area of the Access Easement to be re-stripped, as necessary; and (d) if lighting is provided in or to the Garage, maintain lights and provide power to maintain operational lighting as needed or desirable in the reasonable determination of the Declarant. Such maintenance and repair activities may result in temporary closures of all or portions of

the Parking Spaces, Garage, and Access Easement. If such activities will prevent the Permittees from using the Parking Spaces, then the Declarant shall: (i) provide reasonable advance notice of any such temporary closures and the expected duration thereof, and (ii) use commercially reasonable efforts to minimize the duration and scope of any such temporary closure.

9.2.1 Maintenance and Operating Costs. The reasonable, actual, out of pocket costs incurred by the Declarant to operate the Garage Lot and perform the maintenance and repair activities described in Sections 3.2(a), (b), and (d) (including utilities consumed in operation) are hereinafter collectively referred to as the “**Maintenance Costs.**” On and after any Parking Spaces are utilized by any Permittees of the North Building Parcel or South Building Parcel in accordance with Section 2.1 above, Maintenance Costs shall include, in addition to the foregoing, the reasonable, actual, out of pocket costs of elevator maintenance and service contracts, utility service and maintenance of charging stations if available to all users, monitoring and security service contracts, utility costs for operation of the Garage, maintenance of any green roofs on the Garage, and parking management fees. The Maintenance Costs shall be allocated pro rata between the Declarant and each respective owner of the North Building Parcel and the South Building Parcel, taking in consideration any contribution from the 700 QO Owner, by the ratio of the number of Parking Spaces allocated to the North Building Parcel and the South Building Parcel and the total number of parking spaces located within the Garage Lot. Until one or more buildings are occupied on the 14 FF Property, the total number of parking spaces located within the Garage Lot for the purpose of calculating pro rata share shall only include those Parking Spaces allocated to the North Building Parcel, the South Building Parcel and any additional spaces provided under the Parking Easement Agreement with the 700 QO Owner, and any spaces utilized daily for vehicular parking by third parties as permitted by the Declarant. On a periodic basis (but not more frequently than once per calendar month), the Declarant may send to the owners of the North Building Parcel and the South Building Parcel an invoice (a “**Maintenance Costs Invoice**”) of the Maintenance Costs, together with appropriate back-up, including copies of contractor’s invoices for the Maintenance Costs. Within 30 days of receipt of the Maintenance Costs Invoice, payment shall be due the Declarant. If any sum due under this Agreement, is not timely paid then such sum shall bear interest thereon at the annual rate of 8%, compounded monthly, together with reasonable attorneys’ fees for collection costs. Neither the delinquent amount nor the interest thereon shall constitute a lien unless the Declarant obtains a judgment lien in the enforcement of this Agreement.

9.2.2 Audit. The owner of the North Building Parcel and the South Building Parcel shall have the right to inspect and audit the books and records maintained by the Declarant for the Maintenance Costs and insurance premiums at least once a year during regular business hours at the offices of the Declarant or its management agent. The Declarant shall maintain such books and records in the greater Washington, D.C. metropolitan area.

9.3 Alterations. Except as set forth in Section 3.2 (Maintenance), the Declarant shall not be required to make any changes, improvements, repairs,

additions, or alterations (collectively, “**Alterations**”) to the Garage Lot or the Parking Spaces. However, the Declarant reserves the right to make Alterations to the Garage Lot and/or Parking Spaces, and will use reasonable efforts to avoid material interference or impairment of the rights of the Permittees under this Agreement. The Declarant will provide at least 3 Business Days’ (as defined below) advance notice of any such Alterations that would be reasonably expected to materially interfere or impair the rights of the Permittees under this Agreement. If such activities will prevent or hinder the Permittees from using the Parking Spaces, then the Declarant shall: (a) provide reasonable advance notice of any such temporary interference or impairment and the expected duration thereof, and (b) use commercially reasonable efforts to minimize the duration and scope of any such temporary interference or impairment. Except as expressly permitted in this Agreement, no other owner shall make any Alterations to the Garage Lot or the Parking Spaces.

9.4 Security. Nothing in this Agreement obligates the Declarant to provide security monitoring and response to the Easement Area and Parking Spaces. The Declarant has the right to implement security monitoring in the manner of its choice (which monitoring, if implemented, shall be consistent with security monitoring provided at comparable parking facilities in the Gaithersburg, Maryland submarket) and thereafter the reasonable cost of the service contracts and the operation and maintenance of related monitoring equipment shall be included in Maintenance Costs.

10. Liability; Indemnification.

10.1 General. The Declarant shall not be liable to any owner, Permittee or any other person for any damage to person or property, or for any loss incurred on or about the Garage Lot, Parking Spaces or area of the Access Easement, except to the extent such damage or loss is due to the negligence or intentional misconduct of the Declarant or its agents, employees, invitees, representatives, officers, shareholders, managers, and members.

11. Damage. In the event of damage or destruction of the improvements on the Garage Lot, the Parking Spaces, and/or area of the Access Easement, or of all or any other portion of the 14 FF Property necessary for access to or use of the Easements, which prevents an owner and their Permittees from utilizing the Easements, then this Agreement shall be suspended as to the Parking Spaces that can no longer be provided or accessed as a result of such damage or destruction until such time as the owner and the Permittees are again able to access and utilize such Parking Spaces. If such damage or destruction occurs, the Declarant shall, at its sole cost and expense, promptly repair or rebuild the Parking Area, Parking Spaces, the area of the Access Easement, and/or other portion of the 14 FF Property as may be necessary or desirable to the Declarant in light of any such damage or destruction. During any such repair and rebuilding, the use of and access to the Parking Area, Access Easement, and/or the Parking Spaces, or any of them, by an owner of the North Building Parcel and the South Building Parcel and their Permittees may be restricted or denied for such time as may be reasonably required to enable the Declarant to complete such repair or restoration, but the Declarant shall exercise good faith efforts to provide a

proportionate number of temporary spaces on the Garage Lot based on the total parking spaces that remain accessible and usable.

12. Condemnation. In the event of a condemnation or taking under governmental authority of all or a portion of the Garage Lot, Parking Spaces, Access Easement, and/or other portion of the 14 FF Property necessary for access to the Parking Area, which taking prevents an owner of the South Building Parcel or the North Building Parcel and the Permittees from utilizing the Easements, the owner of the North Building Parcel or the South Building Parcel shall not be entitled to pursue a separate award for such taking without the Declarant's prior written approval (which approval shall not be unreasonably withheld, delayed, or conditioned), provided, under all circumstances, such owner's pursuit of such any award shall not negatively affect or impair any award sought by or available to the Declarant.

13. Access Control. If the Declarant determines that controlled access is required or desirable for the Garage Lot or Parking Spaces, the Declarant may install an automatic security gate at each of the entrances to the Garage, which entrance shall be accessible through magnetic security access cards, security code, biometric read or other method of access or such other type of access control measures. The owner of the North Building Parcel and the South Building Parcel shall pay the reasonable cost of activating and replacing the access devices for its Permittees.

14. Insurance. The owner of the North Building Parcel and the South Building Parcel will keep in force at their respective expense from the Effective Date, commercial general liability insurance covering their Permittees' use of the Easements from insurers reasonably acceptable to and in form reasonably satisfactory to the Declarant insuring as additional insureds such owner and the Declarant, with commercial general liability limits of \$3,000,000 ("**Threshold Amount**") for bodily injury and property damage. The certificates for such coverage with proof of payment shall be provided to the Declarant prior to such owner's initial use of the Easements and shall deliver all renewal certificates and proof of payment thereof upon the request of the Declarant. On every 5th anniversary of the Effective Date, the Threshold Amount shall be adjusted to reflect any increase in the Consumer Price Index during the preceding 5-year period. For purposes of this Agreement, "**Consumer Price Index**" means the Consumer Price Index for All Areas, All Urban Consumers, published from time to time by the United States Bureau of Labor Statistics, or any successor index published by such agency or any other agency of the United States and reflecting substantially the same information.

15. Estoppel. At any time, and from time to time, upon not less than 10 days prior written request by the Declarant or the North Building Parcel owner and South Building Parcel owner, as applicable, either party to this Agreement shall execute, acknowledge, and deliver to the requesting party a statement in writing certifying: (a) whether this Agreement is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and stating the nature of the modification, and (b) stating whether, to the best knowledge of the signer of the certificate, the non-requesting party is in default in

performance of any other covenants, agreements, or conditions contained in this Agreement and, if so, specifying each such default of which the signer may have knowledge.

16. Default. An “**Event of Default**” shall occur if an owner of the North Building Parcel or South Building Parcel or the Declarant shall default in any of the other covenants and agreements contained in this Agreement to be kept, observed, and performed by such party, and such default shall continue for 30 days after notice thereof in writing to such party; provided, however, that if the default by the defaulting party (“**Defaulting Party**”) is not capable of being cured within such 30 day period, but the Defaulting Party shall commence the cure thereof within 30 days after written notice of default from the non-defaulting party (“**Non-Defaulting Party**”), and thereafter proceed diligently to cure such default, then the Defaulting Party shall have such longer period of time to cure the default as shall be reasonable under the circumstances, but not to exceed 90 additional days.

17. Remedies.

17.1 General. Upon the occurrence of any one or more Events of Default, the Non-Defaulting Party may exercise any and all rights and remedies it may have under law or in equity, including without limitation, injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement; provided, however, that in no event shall the Declarant be permitted or entitled to terminate this Agreement.

17.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a Defaulting Party to cure an Event of Default within 30 days after written notice thereof by a Non-Defaulting (unless, with respect to any such Event of Default the nature of which cannot reasonably be cured within such 30 day period, the Defaulting Party commences such cure within such 30 day period and thereafter diligently prosecutes such cure to completion subject to the provisions of Section 9 (Default)), the Non-Defaulting Party shall have the right to perform such obligation contained in this Agreement on behalf of such Defaulting Party and be reimbursed by such Defaulting Party upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America, N.A. (its successors or assigns), plus 2% (not to exceed the maximum rate of interest allowed by applicable Legal Requirements).

18. Limitation on Liability. Notwithstanding any provision of this Agreement, each party shall look solely to the other party’s right, title, and interest in its parcel for the recovery of any judgment against such party arising from any liability under this Agreement, it being agreed that neither party, their transferees, their respective shareholders, officers, directors, members, managers, employees and agents shall be personally liable under this Agreement to the other party for any such judgment. If either party has encumbered or shall, from time to time hereafter, encumber all or any portion of its right, title, and interest in its parcel by a deed of trust, mortgage, security agreement, or other instrument in the nature

thereof (collectively, a “**Mortgage**”) as security for any indebtedness or obligation, the holder of such Mortgage (a “**Lender**”) shall have no liability for any obligations hereunder except for obligations arising during the period that such Lender is an owner of such party’s right, title, and interest in the parcel (or any portion thereof), i.e., following foreclosure or delivery of a deed in lieu of foreclosure.

19. Assignment of Declarant Rights. Declarant may assign its rights and obligations under this Declaration, in whole or in part, to any successor in interest to the 14 FF Property or part thereof. By way of example, but not limitation, Declarant may assign its rights and obligations with respect to the Garage Lot to the successor in interest to the Garage Lot and retain all other rights under this Declaration.

20. Cooperation with Development of 14 FF Property. The Declarant intends to develop all of the 14 FF Property, in phases. All owners shall cooperate in good faith with the Declarant’s and any other owner’s development efforts as long as such efforts are consistent with, and not in derogation or diminution of, the rights of under this Agreement. If required as a result of an owner’s interests under this Agreement, such owner shall promptly consent to or join in as appropriate to the same without cost to the Declarant.

21. Miscellaneous.

21.1 No Verbal Modifications. Except as provided in the last sentence of Section 2, this Agreement may not be modified or amended except by an instrument in writing and recorded in the Land Records.

21.2 No Merger. There shall be no merger of the easements, rights, or estates created by this Agreement with the fee estates or other real property interests of the property burdened thereby by reason of the fact that the same person or entity does now, or may at any time, acquire or hold, directly or indirectly, any of the easements, rights, or estates created herein and the fee estates or other real property interests of the property burdened thereby, and no merger shall occur unless and until all persons or entities having an interest in any of the easements, rights, or estates created herein and the fee estates or other real property interests of the property burdened thereby shall join in a written instrument effecting such merger.

21.3 No Waiver. No delay or omission by any party or beneficiary hereto in exercising any right or power accruing upon any default, non-compliance, or failure of performance of any of the provisions of this Agreement shall be construed to be a waiver thereof. A waiver by the Declarant or any other owner of any breach of the obligations of the other shall not be construed to be a waiver of any subsequent breach of any other term, covenant, or agreement set forth in this Agreement.

21.4 Covenants Running With the Land. All the covenants, agreements, conditions, and restrictions set forth in this Agreement are intended to be, and shall be construed as, covenants running with the land, binding upon, inuring to the

benefit of, and enforceable by, the Declarant and each of its respective successors and assigns and all subsequent owners of all or any part of the 14 FF Property. The Easements shall be appurtenant to the 14 FF Property and shall not be transferable to any third party that does not own all or any part of the 14 FF Property.

21.5 No Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Garage Lot or the 14 FF Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to and for the purposes expressed herein. Any owner shall take any reasonable action requested by the Declarant and consents to any reasonable action taken by the Declarant to prevent all or any part of the Garage Lot from being or being deemed publicly dedicated.

21.6 Notices. All notices, demands, requests, or other communications required or permitted to be given hereunder must be sent (a) by United States certified mail, postage fully prepaid, return receipt requested, (b) by hand delivery, or (c) by FedEx or a similar internationally recognized overnight courier service. All such notices, demands, requests or other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day that is not a Business Day (as defined below) or is required to be delivered on or before a specific day that is not a Business Day, the day of receipt or required delivery shall automatically be extended to the next Business Day. For purposes of this Agreement, “**Business Day**” means any day on which business is generally transacted by banks in the State of Maryland.

If to Declarant: 14 Firstfield Holdings, LLC
c/o Novavax, Inc.
700 Quince Orchard Road
Gaithersburg, Maryland 20878
Attention: General Counsel

With a copy to: Nancy P. Regelin, Esquire
Shulman Rogers
12505 Park Potomac Avenue #600
Potomac, Maryland 20854

To any other owner: To the address for the owner of such property
As set forth in the records of Maryland State
Department of Assessments and Taxation for Real
Property Tax bills

21.7 No Partnership or Agency. The Declarant shall not in any way or for any purpose shall be deemed by reason of this Agreement to be a partner of any other owner in the conduct of their respective businesses or a joint venturer or a

member of a joint enterprise with any of such other parties. Nothing in this Agreement shall be deemed or construed by any person or entity to create the relationship of principal and agent or of any other association between the Declarant, and any other person or entity.

21.8 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby; and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by applicable Legal Requirements.

21.9 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed, and enforced in accordance with Maryland law, without regard to conflict of law principles.

21.10 Attorneys' Fees. In any litigation brought to enforce or interpret this Agreement, the losing party shall pay to the prevailing party all reasonable expenses and court costs, including reasonable attorneys' fees incurred by the prevailing party.

21.11 Further Assurances. The parties agree to do and take further and additional acts and actions and execute, acknowledge, and deliver such further and additional documents, instruments and writing that are not specifically referred to herein as may be necessary, required or appropriate for the purpose of fully effectuating the provisions of this Agreement.

21.12 Recording. The Declarant shall, at its sole cost and expense, cause this Agreement to be recorded in the Land Records. Except as otherwise expressly provided for in this Agreement, the cost of recording any amendment or other instrument related to this Agreement shall also be borne solely by the Declarant.

21.13 Counterparts. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

21.14 Waiver of Trial by Jury. THE RESPECTIVE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER(S) WHATSOEVER, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY CLAIM OF INJURY OR DAMAGE WITH RESPECT THEREOF.

21.15 Authority. The parties hereto each represent that it is duly authorized to enter into this Agreement and that the person executing this Agreement on its behalf has been duly authorized to execute this Agreement.

21.16 Third Party Beneficiaries. No rights, privileges, or immunities of any party to this Agreement shall inure to the benefit of any third party, nor shall any third party be deemed to be a third party beneficiary of any of the provisions contained herein.

21.17 Construction. The principle that an agreement should be construed against the party drafting the agreement shall not apply to this Agreement, as all parties hereto have participated equally in the negotiation and drafting of this Agreement.

21.18 No Personal Liability. Notwithstanding anything appearing to the contrary in this Agreement, no direct or indirect partner, member, or shareholder of the Declarant (or any officer, director, agent, member, manager, personal representative, trustee, or employee of any such direct or indirect partner, member, or shareholder) shall be personally liable for the performance of the obligation of, or in respect of any claims against, the Declarant arising under this Agreement. No personal judgment shall be sought or obtained against any of the foregoing in connection with this Agreement.

[Signatures to follow]

IN WITNESS WHEREOF, this Declaration has been duly executed by the parties hereto as of the day and year first above written.

DECLARANT/14 FF OWNER:

14 FIRSTFIELD HOLDINGS, LLC,
a Delaware limited liability company

By: _____(SEAL)
Name: John Herrmann
Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the _____ of _____, a Delaware _____, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____, 2022.

Notary Public for the State of _____
residing in _____
(City) (State)
Print name: _____
Commission expires: _____

EXHIBIT A
14 FF PROPERTY

All that certain lot or parcel of land together with all improvements thereon located and being in the County of Montgomery, Maryland and being more particularly described as follows:

Lot numbered Nine (9) in Block lettered "C" in the subdivision known as "Lots 8 & 9, Block C, Diamond Farm", as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland at Plat No. 22015. Saving and Excepting therefrom that lot of ground known as Lot 12, Block C in the subdivision entitled "Resubdivision Record Plat Diamond Farm Lot 12, Block C (Being a Resubdivision of Part of Lot 9, Block C, Diamond Farm, Plat No. 22015)" and recorded among the Land Records of Montgomery County, Maryland as Plat No. 25528.

Lot numbered Eight (8) in Block lettered "C" in a subdivision known as "Lots 8 & 9, Block C, Diamond Farm" as per plat thereof recorded as Plat No. 22015, among the Land Records of Montgomery County, Maryland.

EXHIBIT B
Sketch Plan

EXHIBIT C
SDP-9003-2021



14 FIRSTFIELD ROAD BLOCK 2

PRELIMINARY STORMWATER MANAGEMENT REPORT

VIKA #VM19092
September 2021

Prepared for: 14 Firstfield Holdings LLC
/ 700 QO: ARE Maryland No. 51 Holding, LLC
/ 1 Bank: OT Providers, LLC
21 Firstfield Road
Gaithersburg, MD 20878
Attn: Matthew Hariegel

Prepared By: VIKA Maryland, LLC
20251 Century Boulevard, Suite 400
Germantown, MD 20874
Attn: Jason Evans, P.E. and
(301) 916 – 4100

CITY OF GAITHERSBURG	
DEPARTMENT OF PUBLIC WORKS	
STORMWATER MANAGEMENT	
APPLICATION NO.	<u>SWM-9102-2021</u>
CONCEPT PLAN <input type="checkbox"/>	PRELIMINARY PLAN <input checked="" type="checkbox"/>
APPROVAL DATE	- <u>10/26/2021</u>
BY	<u><i>Beth Jones</i></u>



I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
JASON A. EVANS - LICENSE No. 39885
EXPIRATION DATE JANUARY 16, 2023

K:\1501-2000\1909_DOCUMENTS\19092\ENGINEERING\SEC & SWM\CSWM\CSWM Report.doc



November 10, 2021

Samuel Copelan
City of Gaithersburg
31 South Summit Avenue
Gaithersburg, MD 20877

**Re: 14 Firstfield
SDP-9003-2021
VIKA Project # VM19092**

Dear Mr. Copelan,

Thank you for your review and comments related to the 14 Firstfield project located in the City of Gaithersburg, Maryland. We have received your comments and offer the following responses on the critical items identified in you November 4th email.

Site Plan

Comment 1: Accurate Green Space Number:
This number was updated from the last review, and we would like to make sure that everything is counted correctly. Please give me a call tomorrow or Monday so that we can discuss the changes and which number should be used. Both numbers showed compliance with the 25%
Response: Based on conversations with staff, Green Space will be updated on the Certified SDP.

Comment 2: Street C:
Comments on Plan Sheet 10.2 need to be addressed. Associated base layer changes on other plan sheets can be done with the clean up condition of approval.
Response: Sheet 10.2 had been updated with requested revisions and changes to the street sections.

Comment 3: Retaining Wall:
Please insert the retaining wall pages into the site plan.
Response: SDP sheets 4.1, 4.2, 6.1 and 6.2 have been updated with retaining wall labels and a typical retaining wall detail.

Elevations

Comment 1: 5th Floor Parking Garage:
What was shown is fine, however please add the missing drive-



aisle dimension that is shown in the comments.

Response:

Parking Garage architecture sheets have been updated.

General Comment

Comment 1:

Once the above comments have been addressed, please send me a consolidated Site Plan pdf and a consolidated Elevations pdf so that I can add this to the Planning Commission record. I have been asked to let you know that several trees on the edge of Street A may need to be removed for the proposed retaining wall. At the time of final site plan application once you have more information on these trees and the wall, we will take a look at the trees to be removed and continue with the correct tree removal process. I will be in tomorrow if you all would like to discuss any comments or deadlines.

Response:

A consolidated set has been resubmitted.

Thank you for your comments and suggestions. We believe the above responses adequately address your comments. As discussed, other outstanding comments will be addressed and incorporated into the Certified SDP set. If you need any additional information, please contact our office.

Sincerely,

VIKA Maryland, LLC

CS Beaufort

Chanda S. Beaufort, RLA, LEED Green Associate

Senior Project Manager

Enclosures



SHULMAN ROGERS

NANCY P. REGELIN, ESQUIRE | SHAREHOLDER

T 301.230.5224 E nregelin@shulmanrogers.com

November 10, 2021

Mayor and City Council
City of Gaithersburg
31 South Summit Avenue
Gaithersburg, Maryland 20877

Re: Updated Statement of Master Plan and Zone Regulations Compliance
14 Firstfield Road Novavax Campus
Our File No. 135261.009

Dear Mayor Ashman and Councilmembers:

14 Firstfield Holdings, LLC, Owner and Applicant (collectively referred to as "**Applicant**"), is filing this Statement of Master Plan Compliance and Zone Regulation Compliance for the property at 14 Firstfield Road, Gaithersburg, Maryland (the "**14 FF Property**") for a Schematic Development Plan for the Novavax Global Headquarters Campus (the "SDP Application") pursuant to Sections 24-160D.9(b) and 24-160D.12 of the City Zoning Ordinance.

The SDP Application proposes the redevelopment of the 14 FF Property with: 1) up to 604,929 square feet of Office, Research & Development Laboratory, Integrated Light Manufacturing, and accessory uses; 2) multiple structures up to seven stories in height; and 3) a central campus green area, landscaped spaces, and structured parking (the "**Project**"). As discussed in greater detail below, the Project implements Block 2 of Sketch Plan SK-8813-2021 ("**Sketch Plan**"), by replacing acres of surface parking and an outmoded stormwater management facility with an integrated campus of modern biotechnology buildings that provides vehicular, pedestrian, bicycle and transit connectivity throughout the proposed campus and the adjacent improved blocks of the Sketch Plan. The Project offers new employment opportunities within the Firstfield Road Technology/Employment corridor convenient to residential communities, retail uses, and transportation systems. The Project proposes notable, modern buildings reflective of their stature as the headquarters for a global biotechnology company. The distinctive "campus commons" setting is designed to encourage connectivity between buildings and blocks and social interaction between employees in an open, green, walkable environment. The Novavax Campus is designed to advance the economic development goals of the City in a prominent technology and employment corridor.

14 FF PROPERTY BACKGROUND

The 14 FF Property is comprised of Lot 8 and Lot 9 Remainder, Block C, Diamond Farms Subdivision per Plat No. 22015, containing approximately 9.66 acres. The 14 FF Property is unimproved except by a large surface parking lot and a stormwater management pond. The 14 FF Property is zoned Mixed Use Development – MXD.

The 14 FF Property has approximately 1655 feet of frontage on the west along Firstfield Road, 258 feet of frontage on the north on Bank Street, and includes the improved section of the north-south private street A which separates the 14 FF Property from the 700 Quince Orchard building, and the improved section of east-west private Street B which connects through from Firstfield Road with vehicular, pedestrian, and bicycle access to Quince Orchard Road. The street improvements for the existing improved segments of Streets A and B were implemented per SDP-7927-2018 with the adjacent 700 Quince Orchard project on Block 1 of the Sketch Plan.

The 14 FF Property is adjacent to the other two blocks of the Sketch Plan both of which are also zoned MXD: 1) Block 1 known as 700 Quince Orchard - Lot 12, Block C, Diamond Farms subdivision per Plat No. 25528 improved with a three-story with penthouse Office/Research & Development/Integrated Light Manufacturing building occupied by Novavax Inc. containing approximately 3.4631 acres; 2) Part of Block 3 known as 1 Bank Street - Lot 10, Block C, Diamond Farms subdivision per Plat No. 24141 improved with a three-story office building containing approximately 1.72 acres; and 3) Part of Block 3 known as 5 Bank Street – Lot 11, Block C, Diamond Farms subdivision per Plat No. 24141 improved with a one-story M&T Bank building containing approximately 0.53 acres.

On the south boundary, the 14 FF Property is adjacent to two improved properties zoned Urban Employment E-1: 1) 20 Firstfield Road improved with a two-story research & development lab/office building in which Novavax has office space; and 2) 704 Quince Orchard Road improved with a three-story research & development lab/office building.

Confronting the 14 FF Property across Firstfield Road is a series of flex commercial buildings containing a mix of uses zoned Urban Employment E-1: 1) 19 Firstfield Road improved with a one-story flex office building; 2) 17 and 17B Firstfield Road improved with two 2-story office condominium buildings; 3) 15 Firstfield Road improved with a two-story office building; and 4) 13 Firstfield Road improved with the one-story flex building which is the home of the Seneca Creek Community Church.

Across Bank Street is a group of office buildings and retail buildings zoned General Commercial C-1: 1) 656 Quince Orchard Road improved with a seven-story office building, connected to a retail building at 602 Quince Orchard Road (Staples, restaurant) which is part of the Quince Orchard Plaza Shopping Center; the loading dock of the Staples and restaurant confronts the 14 FF Property.; and 2) the Quince Orchard Plaza Shopping Center whose entrance is on Bank Street slightly east of the 14 FF Property.

The National Institute of Standards and Technology (“NIST”) confronts the 14 FF Property at Street B across Quince Orchard Road.

14 FF Property Vicinity

The 14 FF Property lies within the Firstfield Road Corridor which includes a mix of technology and employment uses along Firstfield Road and Quince Orchard Road. The 14 FF

Property is close to a diverse mix of commercial uses including but not limited to, business parks, institutional uses, service businesses, shopping centers, wholesale clubs, and restaurants. It is across the street from the Quince Orchard Plaza Shopping Center and near additional shopping and services located at Diamond Square, Gaithersburg Square, Talbot Center, Costco, Sam's Club and more. The 14 FF Property is not directly confronting any residential neighborhoods but is in easy commuting distance of nearby single and multi-family residential communities that lie just northwest of Firstfield Road and south of Clopper Road.

Vicinity - Recreation

The 14 FF Property is proximate to City and County recreational amenities and open space, including Robertson Park, Diamond Farms Park, and the Montgomery County Agricultural Fairgrounds.

Vicinity - Transportation

Proximity to multiple transportation options provides connectivity and easy commutes between the proposed Project and destinations in the City, Montgomery County, Maryland, the District of Columbia, and northern Virginia. The 14 FF Property is directly accessible from Quince Orchard Road (MD 124) and Firstfield Road and located near other major highways including Clopper Road/West Diamond Avenue (MD-117), Frederick Road (MD-355), and Great Seneca Highway (MD-119). It is accessible via the area business road network to established residential and retail centers in the City and beyond in the greater Montgomery County Area. Regional access is provided by Interstate I-270 from the Quince Orchard Road and West Diamond Avenue/Clopper Road interchanges.

Planned road projects by others include the Quince Orchard Boulevard Reconstruction with a new sidewalk, lighting and multi-use path which will improve pedestrian and bicycle connectivity between the 14 FF Property and nearby communities and services.

The 14 FF Property and vicinity is served by regional public transit including the Metropolitan Grove MARC station located approximately 1 mile to the north east. Montgomery County Ride-on service is located on four routes within ¼ mile along Firstfield and Clopper Roads, many of which have service to WMATA's Redline stations at Rockville and Shady Grove Road.

The Corridor Cities Transitway is a planned 15-mile Bus Rapid Transit (BRT) route connecting Clarksburg to the Shady Grove Metrorail Station. The closest planned stop to the 14 FF Property is located at the Quince Orchard Road/Quince Orchard Boulevard intersection. Since no planned construction start or opening start date will be announced until funding for construction is budgeted, this planned future service was not considered in the Traffic Impact Study.

There is an extensive pedestrian network within the vicinity of the 14 FF Property. The Project proposes construction of missing sidewalk links along the site frontage on Firstfield Road and Bank Street.

Extension of the shared use path along private Street B will improve the bicycle connectivity in the area surrounding the 14 FF Property.

PRIOR APPROVALS

The following are the pertinent prior approvals ("**Development Approvals**") related to this Application:

Sketch Plan SK-8813-2021 approved by the Mayor and Council on June 7, 2021 for 15.38 acres comprising Blocks 1, 2 and 3 and approving 604,929 square feet of Office, Research & Development, and Integrated Light Manufacturing, including up to 5000 sf of service retail, on Block 2 which is the 14 FF Property in this application.

Sketch Plan Z-7262-2016/ Ordinance No. O-5-16 approved by the Mayor and Council on July 18, 2016, rezoning 15.38 acres comprising Blocks 1, 2a and 2 b, and 3 - 700 Quince Orchard Avenue, 14 Firstfield Road, 1 and 5 Bank Street from the C-2 (General Commercial) and E-1 (Urban Employment) Zones to the MXD Zone.

Schematic Development Plan Amendment ASDP- 8610-2020 approved for 700 Quince Orchard. It is included here because up to 225 off-site parking spaces on the 14 FF Property were approved for the use of 700 Quince Orchard building.

Schematic Development Plan SDP-7927-2018 approved the improvements to 700 Quince Orchard. It is included here because the existing built segments of Street A and Street B were approved and implemented under SDP-7927-2018 but are also included in this Application for the purposes of minor modifications and approval as part of the preliminary plan of subdivision.

Plat 25628 The record plat for Lot 12, Block C, Diamond Farm was approved and recorded as Record Plat No. 25528 on April 30, 2019. This subdivision for the 700 Quince Orchard site left a remainder of Lot 9, Block C, Diamond Farms as part of the 14 FF Property.

Plat 22015 The record plat for Lot 9 and Lot 8, Block C, Diamond Farm was approved and recorded as Record Plat No. 22015 on October 18, 2001.

PROJECT DESCRIPTION

The Project proposed on the 14 FF Property for the Novavax Campus is comprised of a seven-story north building, a seven-story south building with an amenities and manufacturing annex, a central campus green, and an above- and below-grade parking structure which

incorporates accessory uses, including by way of example, a visitor’s center and potentially a child care center. The total square footage of the buildings is 604,929 square feet.

The mix of uses are proposed as follows:

Office	36%	217,774 sf
Research & Development	39%	235,922 sf
Int. Light Manufacturing	25%	<u>151,232 sf</u>
		604,929 sf total incl. Applicant accessory uses/amenities

The campus plan is designed to enhance the Firstfield Road corridor with a strong street wall and streetscape along the Firstfield Road frontage using the continuous articulated facades of the north and south buildings punctuated with an entrance drive – Street C - between the north and south buildings. The parking structure orients its narrowest façade on the Bank Street frontage with the parking structure tucked into the sloping grade of the site behind the north building so the garage is not visible from Firstfield Road. The south building’s manufacturing and amenities annex is oriented internal to the site to frame the central campus green (“The Quad”). The Quad serves as the main space that connects all of the Blocks in the Sketch Plan and provides a large open space which can be programmed or can be simply enjoyed by employees and visitors throughout the day.

Street C is proposed to transition from a “Commercial Service” road from its connection at Firstfield Road as it moves between the north and south buildings to a “Shared Street” typography along the Quad at the entrance to the Visitor’s Center located in the parking structure.

The Shared Street area of Street C provides a curb-less, single surface street that can be shared by users of all modes due to the slow speeds, low vehicular volumes, limited truck use, and priority on pedestrian movements. With the emphasis on a walkable campus connecting all Novavax employees and buildings, the Shared Street will improve the internal campus pedestrian experience. Material selections will distinguish pedestrian only and street crossings from the shared space. A drop-off area in this section of Street C will improve visitors’ experiences coming onto campus and moving through security.

The Shared Street plays a key role for Novavax by expanding the gathering area available (expanding the Quad) to accommodate a large number of employees and visitors for occasional campus events and company functions, when the street is closed to motor vehicles. The Shared Street can act as a complement to the Quad, where, by way of example, stages for company announcements can be centrally located or food trucks can be parked for company celebrations, while maximizing use of the Quad for employees and visitors.

Street A will be extended to Bank Street as a “Commercial Service” road with a right turn in-right turn out intersection with Bank Street. Car access to the parking structure is from two entrances on Street A. The sidewalk will be extended on the south side to Bank Street for easy pedestrian access to the services at Quince Orchard Plaza. Street B will be extended to Firstfield

Road as a Commercial Service Road. The shared use path will continue on the south side to connect Quince Orchard to Firstfield Road and will separate pedestrian and bicycle users from the active loading and gas storage areas of the manufacturing annex on the north side of Street B extended.

A Shared Parking and Reciprocal Easement Agreement will be recorded prior to recordation of the first record plat for a new lot approved by this Application. Existing access easements on Streets A and B between the owners of current Lots 8 and Part of 9 (14 FF Property) and Lot 12 (700 Quince Orchard) will be updated to align with the final private street rights of way for Streets A, B and C at the time of final design approval.

Loading is kept off of Firstfield Road with loading for the north building from Bank Street and the loading for the south building and the manufacturing and amenities annex from Street B. A loading management plan will be approved at the time of final site plan for the north building to limit impact on Bank Street.

In addition to the central green area of the Quad, the campus has been designed with landscaped green areas throughout and along the perimeters to provide natural views for the workers on the campus and reduce the imperviousness of the campus. State-of-the-art stormwater management facilities are incorporated into the green areas to provide environmental site design to the maximum extent practicable.

The green area between the north building and the parking structure has a proposed play area for the use of a potential onsite campus daycare center for children of employees as an accessory use. For security reasons, no direct access to the play area to or from Bank Street is proposed. The elevation of the play area above Bank Street enhances security for this area by isolating the play area from the public right of way.

Pedestrian pathways are proposed throughout the 14 FF Property to connect all of the buildings and to connect with the 700 Quince Orchard building and the services at 1 and 5 Bank Street on Blocks 1 and 3 of the Sketch Plan.

SDP Area for Different Purposes

The 14 FF Property includes Lot 8 and the Lot 9 Remainder totaling 9.66 acres. For certain purposes the “SDP Area” for the 14 FF Property is identified on the SDP plans as less than the 9.66 acres.

This variable in the SDP Area is because part of the 14 FF Property was included in the Block 1 – 700 Quince Orchard project approved under SDP-7927-2018. The built segments of Street A and Street B were implemented under approvals for the 700 Quince Orchard project and lie within the Lot 9 Remainder portion of the 14 FF Property. Minor modifications to the built street segments to allow for connections to the street and sidewalk improvements under this Application are proposed in this Application. However, most of the existing built segments of Streets A and B are not proposed to be changed.

The green area for the prior 700 Quince Orchard project was calculated including the green area within the improved segments of Streets A and B. Therefore, so as not to double count, the area of the built segments of Streets A and B are excluded from the “SDP Area” to calculate green area and other relevant calculations for this Application.

Green Area and Ongoing Maintenance of Open Space

The Project proposes green area which exceeds the required 25% under the MXD zone through a combination of at-grade landscaped areas, stormwater areas, and green areas over structure. The Firstfield frontage, perimeter landscaping and streetscape, green areas over structure of the various buildings and garage at grade and above-grade, landscaped bio-retention facilities, and the significant internal campus green areas made up of The Quad and the landscaped pathways between buildings provides in total approximately 39% green area.

All landscaped and amenitized green areas are on land owned by the Applicant and will be maintained as part of its campus operations. At this time no common areas or owners’ association is proposed since the 14 FF Property has a single owner. Maintenance responsibilities are set forth in the proposed Shared Parking and Reciprocal Easements Agreement draft submitted.

Integrated Light Manufacturing

This Application includes integrated light manufacturing as a proposed use for the Novavax Global Campus as permitted by the Sketch Plan. The proposed use by Novavax meets the City’s definition of integrated light manufacturing per Zoning Ordinance Section 24-1:

Integrated light manufacturing. The manufacturing, compounding, assembly, and/or processing of articles in a building, unit or floor thereof where the operations, emission, and by-products, such as external excessive noise, particulate matter, vibration, smoke, dust, gas, fumes, odors, radiation and/or other adverse effects or nuisances are neither created nor present outside the enclosed building, unit or floor thereof. Integrated light manufacturing uses must be low impact. Integrated light manufacturing should be located within a business park/campus, commercial center or transit oriented development with additional residential, retail, office, or research and development uses, but should be compatible with and may be included in predominantly residential developments, should the zoning allow. Uses defined as integrated light manufacturing include, but are not limited to:

- ...
- (7) *Medical supplies and devices.*
- (8) *Molecular engineering/nanotechnology.*
- ...

Novavax’s integrated light manufacturing is based on genetically engineering three-dimensional nanostructures of molecules critical to disease pathogenesis.

Novavax's vaccine production/manufacturing is wholly contained within the buildings, and within the buildings, vaccine manufacturing is wholly produced within clean room facilities with environmental monitoring in place. The equipment in the clean rooms is small scale, highly complex, and scientific. The operation of the clean rooms as well as the emissions from the clean rooms are governed by strict national and international standards and regulations. The operations, emissions, and by-products are not visible or present outside the enclosed building. Under the strict standards and regulations for operation, no nuisances are created or present outside of the building, such as excessive noise, particulate matter, vibration, smoke, dust, gas, fumes, odors, or radiation.

Novavax's vaccine production/manufacturing is low-impact. There are no external signs that manufacturing is occurring within. From the outside the facilities appear to be office buildings. Raw materials are delivered to the building loading docks and are not stored outside except for specialty gas containers as required by law. Facilities do have back-up generators which are common for any business that must maintain power. Finished inventory is stored inside in controlled facilities.

Parking Compliance and Waiver Request

Parking for the 14 FF Property is proposed to be provided in a structured parking garage containing approximately 920 parking spaces, and below grade parking levels under the North building containing approximately 236 spaces which will connect through to the structured parking garage for access to Street A. In addition, there are approximately 29 existing parking spaces on Street A. The final number of parking spaces in the garage and North building will be determined at the final site plan for the garage and the final site plan for the North building.

The below-grade levels of parking under the North building will connect directly to and through the structured parking garage. However, parking in the North building will be for the exclusive use of employees. Visitor parking in the structured parking garage is anticipated to be limited to the Street A grade level.

The 14 FF Property provides up to 225 parking spaces for the use of 700 Quince Orchard under a recorded Shared Parking Easement recorded in Liber 61819 at folio 413 and as approved in ASDP-8610- 2020 and AFP-8739-2021. The 700 Quince Orchard off-site spaces are now currently located on the existing surface parking lot and Street A on the 14 FF Property. Under this Application, the majority of the off-site 700 Quince Orchard spaces will be relocated to the structured parking garage as non-marked spaces as provided in the Shared Parking Easement.

Based on the maximum number of spaces permitted to be located offsite on the 14 FF Property under the Final Site Plan amendment for 700 Quince Orchard of 225 spaces, approximately 14 spaces will remain in their current location on the east on-street side of private Street A and up to 211 spaces will be relocated from the surface lot to the structured garage when built. At final site plan for the garage these numbers will be confirmed. Note that currently only 199 spaces are offsite for 700 QO but that amendments are pending for 700 QO that request 6 additional spaces be located offsite on 14 FF. The total allowable offsite spaces permitted by the

700 QO Final Site Plan and the Shared Parking Easement will allow future amendments to 700 QO if needed and to move additional spaces offsite to 14 FF up to the maximum of 225.

Based on City parking standards for the proposed mix of uses for the 604,929 square feet of new development on the 14 FF Property would require the following parking spaces:

		City Code:
Office	1 space/300 sf x 217,774 sf =	726 spaces
R&D/Mfg	1 space/1000 sf x 386,560 sf =	<u>387 spaces</u>
Total <u>City Code</u> Required Spaces	14 FF	1,113 spaces or a blended ratio of 1/546 sf
700 QO		<u>225 spaces</u>
Total Code Required Spaces incl 700 QO		1,338 spaces

PARKING WAIVER

Applicant requests a parking waiver for approval of 931 spaces (1/650 sf) in lieu of the City parking standard of 1113 spaces (1/546 sf) for the mix of uses on Block 2. [Note that the 700 QO parking spaces are not included in foregoing 14 FF Property parking ratio. The parking spaces for 700 QO/Sketch Plan Block 1 will be provided in addition to the parking provided for the uses on 14 FF Property/Sketch Plan Block 2. The maximum offsite parking on 14 FF under the Shared Parking Easement of 225 spaces is assumed here for planning purposes to provide flexibility for 700 QO in the event it needs to utilize the maximum offsite spaces under future final site plan amendments.]

Office/R&D/Int. Lt. Mfg	1 space/650 sf x 604,929 sf=	931 spaces blended ratio of 1/650 sf
700 QO parking covenant		<u>225 spaces</u>

Parking Spaces on Block 2 incl 700 QO 1,156 sp (931 spaces + 225 700 QO)

Applicant will provide 1156 total spaces to serve full build-out of 604,929 sf for the uses on Block 2 and the off-site parking for 700 QO.

The SDP plans show that 1156 spaces can be provided in the garage, North building, and street A to indicate how the parking could be provided for the requested parking ratio. The SDP concept architectural plans demonstrate that additional parking spaces could be accommodated in the structured garage and below the North building. Based on experience, final design and construction can result in approximately 5% loss in potential spaces for column placement, equipment locations, and similar building elements. The additional parking spaces are shown on the SDP architectural plans to confirm that the Project can meet the parking ratio in the event any shown parking spaces are lost in final design. Alternatively, the SDP plans show the additional North building parking levels if needed for additional spaces to right-size parking in the future (for example, if retail is added under a future SDP amendment as permitted in the Sketch Plan). The parking numbers will be finalized at Final Site Plan for each building to meet the parking waiver parking ratio.

The structured parking garage will be constructed first so that the 700 QO spaces can be relocated and the remainder of the 14 FF Property freed up for redevelopment. Therefore, the

structured parking garage is sized to accommodate the South building and part of the North building parking needs and will include unused parking spaces until the South building and North building are constructed and occupied. The parking below-grade of the North building will be constructed with the North building to provide the balance of the parking needs for the North building. The final parking numbers will be set at final site plan for each building for the approved parking space ratio for the campus.

Justification

The requested parking ratio of 1/650 sf for 14 FF Property is different than that previously approved for 700 QO of 1/428 sf under ASDP-8610-2020 and different than the standard City parking code blended rate of 1/546 sf. A difference is that the mix of uses in 700 QO has a higher parking demand with 50% general office, 23% research & development and 27% integrated light manufacturing compared with the 14 FF Property mix of uses which is heavier on manufacturing and research and development uses with 36% general office, 39% research & development, and 36% integrated light manufacturing.

The target parking ratio of 1 space/650 sf is based on the Applicant's review of the percentage of mix of uses which includes approximately 64% of the total development as Integrated Light Manufacturing space and Research & Development space. These uses have an overlap of personnel and in many cases duplicative work spaces in each area for the same personnel. Therefore, parking demand is lower on a square foot basis when these uses are combined in one building rather than each use in a single-use building which most parking standards contemplate.

During the pandemic, the Novavax' Maryland-based employee count has grown significantly. However, a high percentage of the new talent were hired remotely and work remotely. They will be based out of the Maryland office but may continue to work remotely with occasional visits to the headquarters campus.

In both the Office and Research & Development space, the Applicant, like many other companies, are permitting many local employees the option for hybrid remote and in-person work, which will reduce the total number of employees on campus on any given day of the week. As a company with a growing number of facilities and business around the world, a percentage of employees are on-travel on any given day. Combined with normal attendance figures for employees on sick or paid time off leave, the Applicant is comfortable with the proposed parking and the target parking ratio.

Novavax is projecting at this time that 1000 Maryland-based team members to be one-third primarily remote; one-third on hybrid work schedules, and one-third in-office.

The Applicant is also conscious of the carbon footprint of parking structures and desires to avoid excess parking and minimize its carbon footprint for parking. Therefore, it has taken a realistic review of its parking needs and has requested the parking waiver.

As the campus builds out over the next few years, the Applicant will have more data on parking demand from hybrid work schedules and remote work as the world of work continues to change and the company continues to grow, and can right-size the total campus parking if needed in the future when the North building below-grade parking is designed and constructed. Applicant's intention is to work to limit the provision of excessive parking while providing flexibility to accommodate additional parking should the uses onsite require it as the campus builds out.

APFO – Traffic Impact Study

Applicant has submitted a Traffic Impact Study (TIS) dated July 30, 2021 prepared by Gorove Slade Transportation Planners and Engineers for the total Project described in this SDP Application. The conclusion of the report is that *“All study intersections are expected to continue to operate within the City’s CLV threshold with CLVs below 1,450. Therefore, subject to City approval, no off-site road improvements are required for this application.”*

Gorove Slade also prepared a traffic signal warrant study for Street C intersection with Firstfield Road and that information is provided in the TIS. Gorove Slade report indicates that warrants are not met at this time.

APFO – Schools, Water and Sewer, Fire and Emergency Services

The application does not include residential units therefore the project is exempt from the school test.

The 14 FF Property is within water and sewer categories W-1 and S-1 and meets the APFO adequacy test for water and sewer. There are existing water and sewer mains adjacent to serve the 14 FF Property. WSSC has previously indicated that there is capacity in those systems for the new development.

With respect to Fire and Emergency Services, the 14 FF Property is within a ten-minute response time of Station 8 Gaithersburg-Washington Grove, Station 22 Germantown/ Kingsview, Station 31 Rockville and Station 32 Travilah. Additionally, it is adjacent to the NIST facility which has its own emergency vehicles which respond even though they are not part of the Montgomery County Fire and Rescue Services.

Phasing

The phasing of the Project will proceed as market demand and company requirements dictate. At this time, there is no definitive order of development of the North Building vs the South Building. The Traffic Impact Study and preliminary utility analysis indicates that no staging is required for the local transportation network or utility services to support the full build-out of the proposed campus development.

However, the first phase and the first final site plan filed will be for construction of the structured parking garage and the extension of Street A to Bank Street. This will permit the relocation of the surface-parked 700 Quince Orchard cars from their current easement area on 14 FF to the permanent location in the structured parking garage. Potentially, the South building with the manufacturing and amenities annex will be the second phase with the Quad and Street B and Street C. If the South building proceeds to construction as the second phase, the final phase would be the North building with the additional below-grade parking.

This Application specifically requests and provides for the development of a structured parking facility on the 14 FF Property which will operate as the sole use on the 14 FF Property with surplus parking as there will be no other development on the 14 FF Property for a period of time. The South or North building will take additional time to be designed and engineered and proceed through final site plan and permitting. In order to expedite development by relocating the 700 QO parking as quickly as possible, the structured parking facility must proceed in advance of other uses being approved under Final Site Plans on the 14 FF Property.

Preliminary Plan of Subdivision

This Application serves as a request for a preliminary plan of subdivision for the 14 FF Property. The following lots are proposed per the SDP plans:

1. Proposed Lot/Parcel 13, Block C, Diamond Farm encompassing private Streets A and B.
2. Proposed Lot 14, Block C, Diamond Farm encompassing the structured parking garage and the shared use portion of private Street C at the intersection with private Street A.
3. Proposed Lot 15, Block C, Diamond Farm encompassing the South building, the manufacturing and amenities annex, and the Quad, and the North building and the portion of private Street C at the intersection with Firstfield Road between the north and south buildings.

Proposed Street Names

For consistency until street names are approved by the City, the SDP plans refer to the private streets in the same system since the first sketch plan was approved for this land:

1. Street A – private, commercial service road, between Street B and Bank Street
2. Street B – private, commercial service road, between Quince Orchard Road and Firstfield Road

3. Street C – private, commercial service road that transitions to a shared street along the Quad, between Firstfield Road and Street A, that provides the main campus entry from Firstfield Road.

Proposed street names will be provided to City Staff for verification of availability and will be assigned to Streets A, B and C on the revised plans and for assignment of addresses prior to approval of record plat.

Design Guidelines

Applicant has submitted draft Design Guidelines prepared by Kishimoto Gordon Dalaya PC Architecture (“KGD”). The Design Guidelines provide a design framework for development of the 14 FF Property – Block 2 of the Sketch Plan with respect to elements of Urban Design, Architecture, and Site Design.

The components of the Design Guidelines include:

Urban Design – overall design intent

Architecture – Scale & Massing, Distinctive Architecture, Color & Materials, Open Spaces, Art, Parking Garage, Loading Areas, Equipment Screens, Signage Guidelines

Site Design – Design Intent, Paving, Planting, Site Furnishings, Plant Palette

Comprehensive Sign Plan

The Design Guidelines include a Comprehensive Sign Plan for the 14 FF Property which covers Building Signs, Commercial Tenant Signs, Monument Signs, Address signs, and Project Identification Signs. See pages 17-23. These are detailed as to location, size, and illumination in the Design Guidelines. The total allowable area of signs on the multi-building 9.66-acre campus on Block 2 under the Comprehensive Sign Plan is 5900 square feet. The Comprehensive Sign Plan is intended to supersede the City sign regulations where the identified signs differ. Additional or modified signs from the Comprehensive Sign Plan may be approved by the Planning Commission at Final Site Plan at the request of the applicant provided the signs meet the design intent of the Comprehensive Sign Plan. Maximum individual sign area and maximum façade coverage regulations do not apply and are governed by the Comprehensive Sign Plan.

The overall 14 FF Property sign plan includes the following signs:

1. Primary Building Signs - for North building, South building, & Manufacturing Annex

- a) Number - up to three: i) Firstfield Road at Street C; ii) Firstfield Road at Bank Street; iii) Street A at Street B.
- b) Location – side of building
- c) Maximum Size: 7’-0” Ht x 50’-0” Length

2. Secondary Building Signs – for Campus accessory uses

- a) Number –multiple: i) parking garage at Bank Street; ii) Visitor’s Center; iii) Amenities Annex; iv) parking garage banners along Street A; v) other significant accessory uses
- b) Location – along entrance of accessory uses and public street frontage
- c) Maximum Size: Parking garage sign: 6’-0” wide x 35’-0” height
Visitor Center: 3’-0” Height x 30’-0” Length
Amenities Annex: 3’-0” Height x 30’-0” Length
Parking Garage Banners: 35’-0” Height x 6’-0” wide
Other Significant Accessory Uses: 3’-0” Height x 30’-0” Length
- d) Special Conditions: Garage banners can extend from face of garage by 6’-6” and can overhang any adjoining private sidewalk, landscaping or street provided banners are at or above the second level.

3. Building Identification Signs (Addresses) Applicant is proposing signage to quickly and easily identify the building which is the destination for a visitor using a similar element in place along Firstfield Road where the building number for the various sites are prominently displayed for quick identification and orientation.

- a) Number – multiple: i) North building at Firstfield Road; ii) South building at Firstfield Road; iii) Manufacturing Annex on Street B, iv) as needed - for quick locational identification of building in multi-building campus, such as address #, North, South, or similar
- b) Location – first floor or above for visibility for pedestrians and drivers
- c) Maximum Size: 50 sf

4. Commercial Signs – for third party tenant spaces, and Novavax accessory spaces

- a) Number – 1 per tenant/accessory space, up to 6
- b) Location – above tenant/accessory space entrance or public street frontage of tenant/accessory space or building in which tenant/accessory space is located
- c) Maximum Size: 2’-0” height x 20’-0” Length

5. Monument Signs

- a) Number – up to five- two-sided; at least one for internal wayfinding
- b) Location - i) Firstfield Road at Street C; ii) Firstfield Road at Street B; iii) Bank Street at Street A; iv) Street C at Street A; iv) one additional TBD.
- c) Maximum Size: 12’-0” Height x 4’-0” Wide

6. Project Identification Signs – Freestanding

- a) Number – up to three
- b) Location – facing Public Street frontage – Firstfield Road, Bank Street, and/or Quince Orchard Road
- c) Maximum Size: 8’-0” height x 30’-0” length; Top of Project Sign installed height cannot be higher than 15’-0” above ground.
- d) Special Conditions: Project Signs can be installed upon approval of SDP; can be supported as freestanding on a temporary structure or attached to construction fence or construction trailer; does not need to be constructed in a manner of a permanent sign, can be a large banner; can be relocated; not deemed “temporary sign” with a temporary time limit for display – no time limit except that these signs must be removed from 14 FF Property upon completion of all buildings on Block 2.

Sustainable Design

As the design of the campus moves forward towards final site plan for the buildings, the Applicant intends to incorporate sustainable design elements as part of the improvements. Although not yet determined, the Applicant may include the addition of sustainable design elements that Applicant elects to pursue at final site plan, such as by way of example, photovoltaic systems on roofs, even though such are not shown on the SDP plans.

Applicant’s architect has submitted a preliminary Green Building checklist.

COMPLIANCE WITH THE ZONING ORDINANCE’S REQUIRED FINDINGS FOR SCHEMATIC DEVELOPMENT PLAN APPROVAL

The SDP Application satisfies Section 2.4-160D.10(b) of the Zoning Ordinance as follows:

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

The SDP Application is entirely consistent with the Sketch Plan. The proposed development is within the maximum allowable commercial development of 604,929 gsf and 7-stories approved for Block 2 under the Sketch Plan. The proposed uses, Office, Research and Development, and Integrated Light Manufacturing are within the approved list of permitted uses within the Sketch Plan. The proposed uses complement each other both internally within the Sketch Plan and within the greater immediate area composed of the Firstfield Employment Corridor and NIST. The SDP Application provides a plan for accommodation of parking for the mix of uses and accommodates the offsite parking for the 700 QO Property - Block 1. The Sketch Plan required the submission of Design Guidelines for Block 2 and are included in the SDP Application to ensure a cohesive, quality build-out of the Novavax campus. The site design of the 14 FF Property engages the other blocks of the Sketch Plan.

The SDP Application supports the circulation pattern of the new grid network of streets that have been constructed in part pursuant to the SDP for 700 QO on Block 1, including under this SDP for the 14 FF Property, the phased extension of the north-south roadway and the east-west roadway (identified as private Street “A” and private Street “B”, respectively), and private Street C which breaks Block 2 into smaller sites for a north and south building, in substantial conformance with the Sketch Plan.

The SDP Application is proposed to be occupied in full by a biotechnology company to complete the implementation of the Federal Operation Warp Speed program and support its global corporate mission. It proposes the redevelopment of an underutilized parcel with modern technology buildings, updated stormwater management, and regional employment opportunities.

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

The SDP Application achieves many of the specific purposes of the MXD zone. First, the SDP Application is the second stage of a thoughtful 3-block Sketch Plan that encourages the orderly and staged multi-use redevelopment of a prominent block within the Firstfield Corridor. The SDP Application includes comprehensive design guidelines which encourage design flexibility and coordination of architectural style to create a high quality integrated campus. The SDP Application when combined with the prior approved 700 QO SDP Amendment will be a catalyst in the Firstfield Corridor, and will provide activating infill development near employment centers, retail services, and transportation facilities for integration with the existing neighborhood and the promotion of internal and external compatibility.

The SDP Application adheres to the minimum location and development requirements of Section 24-160 D.2 of the Zoning Ordinance, the uses permitted by Section 24-160D.3 of the Zoning Ordinance, the density and intensity of development regulated by Section 24-160D.4 of the Zoning Ordinance, and the compatibility standards of Section 24-160D.5 of the Zoning Ordinance. By providing well designed green areas that provide for open space for employees and visitors, create a natural setting, and facilitate pedestrian and cyclist usage, the SDP Application meets the minimum green area, landscaping, and amenity requirements of Section 24-160D.6 of the Zoning Ordinance.

The application materials confirm the SDP Application adheres to Section 24-160D.7 of the Zoning Ordinance by placing all new utility lines underground, and showing all streets and their conformance to standard City street typology. No waivers are requested from applicable road code standards. The Application together with the Traffic Impact Study confirms there are adequate public facilities to support the proposed development in accordance with Article XV of the Zoning Ordinance.

The included parking tabulations provide a suitable number of off-street parking spaces at a target ratio of 1 space per 650 gsf based on the proposed mix of uses which incorporates a majority of research and development and manufacturing uses which have a lesser parking

demand. The Application requests a parking waiver to approve the target parking ratio of 1 space/ 650 sf. Additionally, Block 2 includes approximately 29 on-street parking spaces on the constructed segments of private Street “A” in addition to the proposed off-street spaces. Further, the off-street parking provided is based on anticipated demand and deemed adequate by Applicant based on its mix of uses, requirements, employee work schedules, and operating experience. The 14 FF Property is well served by public transportation and regional transportation infrastructure as outlined in the Traffic Impact Study.

Finally, the materials submitted with the SDP confirm compliance with all applicable provisions of the City of Gaithersburg Code (the “City Code”), including Chapter 8 of the City Code (Erosion and Sediment Control and Stormwater Management), Chapter 19 of the City Code (Streets and Sidewalks), Chapter 22 of the City Code (Trees and Forest Conservation), and the Landscaping Standards of Article X.111 of the Zoning Ordinance.

(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;

The 1997 Master Plan designated the 14 FF Property as recommended for "Industrial-Research-Office or re-designation to Commercial". The 2003 Master Plan and the 2009 Master Plan both designated the 14 FF Property as Industrial-Research-Office. The proposed uses in the SDP Application align with the land use designations from the 1997, 2003 and 2006 Master Plans.

The SDP Application, which proposes a multi-building mixed use biotechnology campus, aligns with the stated economic development goals of the City's Strategic Plan for FY22 to retain and grow biotechnology industry sector companies within the City, position the City favorably for local investment via business expansion and/or real estate development by maintaining an attractive business environment, and preserving existing businesses from desired industries.

(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 Sketch Plan was determined to be compatible and harmonious with the adjacent area. The SDP Application proposes office, research and development, and integrated light manufacturing uses within close proximity to other similar sites and uses in the Firstfield Employment Corridor. The SDP Application development on Block 2 complements the renovated 700 Quince Orchard building on Block 1 internally and is compatible as to building type and uses within the greater immediate area composed of the Firstfield Employment Corridor and NIST.

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

The Traffic Impact Study demonstrates that the traffic impact from the total square footage of the proposed development in the SDP Application when considered with the traffic from background and pipeline development will be meet City standards as being within the 1450 CLV limit. The SDP Application indicates that the 14 FF Property is in water and sewer categories W-1 and S-1,

and is within a 10-minute response time to more than 2 fire and emergency service facilities. The application proposes no residential units so is exempt from the school test.

(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 SDP Application includes a phasing program that appropriately provides public facilities and private amenities for each phase as it is constructed on the 14 FF Property. Internal street extensions, parking, and private amenities necessary to serve each building will be built in phases as each building is constructed.

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

Approval of the SDP Application would be in the public interest. The SDP Application proposes a major new biotechnology campus for the expansion of a growing global biotechnology company. The SDP Application will promote environmental sustainability by placing jobs near existing infrastructure, transportation options, and regional residential neighborhoods as well as upgrading onsite stormwater management. Additionally, the SDP Application expands the mix of uses in the surrounding neighborhood and promotes new economic growth in the Firstfield Employment and Quince Orchard Road corridors.

CONCLUSION

Applicant respectfully requests approval of the SDP Application for the 14 FF Property as it conforms to all applicable requirements, activates the potential of a major underutilized infill site, and offers vital economic growth.

We look forward to working with you on the SDP Application for the Novavax Campus on the 14 FF Property.

Very truly yours,
SHULMAN, ROGERS, GANDAL,
PORDY & ECKER, P.A.

By: *Nancy Regelin*
Nancy Regelin

cc: 14 Firstfield Holdings, LLC
Novavax, Inc.
JLL
Consultant Team