



Milestone Center – Walmart Project, Limited Site Plan Amendment, 81994029D

- Molline Smith, Senior Planner, Molline.Smith@montgomeryplanning.org, 301-495-4573 *Mes.*
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-

Completed: 01/06/2012

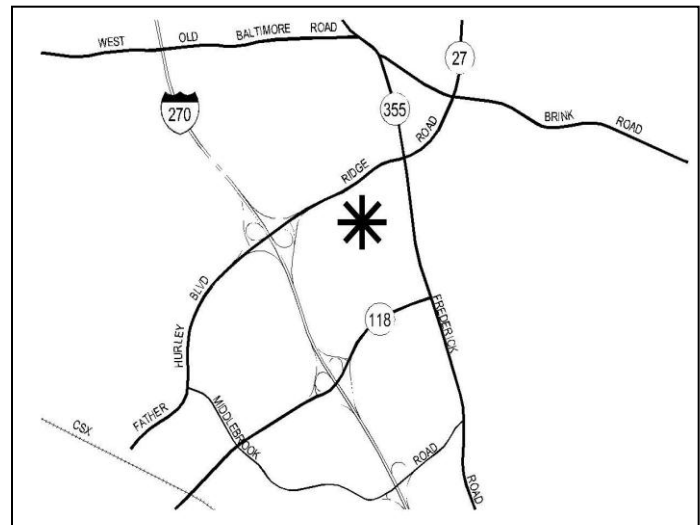
Description

**Limited Site Plan Amendment: 81994029D
Milestone Shopping Center**

Located at 20910 Frederick Road, 15.32 acres within the Germantown Employment Area Sector Plan in the RMX-3 zone. Requesting: 1) the expansion of the existing Walmart building by 15,863 square feet; 2) adjustments to the associated parking facilities and the site tabulations; 3) modifications to the SWM facilities; and 4) revisions to the Landscape and Lighting plans.

Staff recommendation: Approval with Conditions.

Application Filing Date: March 16, 2011



Summary

Staff recommends **approval with conditions**. The following analysis was considered at the time of review and will be specifically highlighted within the context of this report.

- The allowable commercial/retail density previously established by the amended Project, Preliminary and Site Plans was compared to the density proposed with this amendment. In accordance with the review of Adequate Public Facilities (APF), a PAMR payment will be made in order to mitigate the additional 27 peak hour trips.
- The permitted uses proposed in the building expansion are in accordance with the permitted uses of the zone (Sections 59C-10.3.2 and 59C-10.311b) and the Germantown Sector Plan recommendations.
- The Site Plan Enforcement Agreement with regard to the approved Stormwater Management (SWM) concept approval. All surface runoff from the site is tied into the existing drainage system and will cause no further impacts to neighboring properties (i.e. specifically the Germantown Bog).
- The proposed building expansion will be constructed over an existing parking facility; thereby reducing the total number of parking spaces by 37 spaces. However, the total number of existing parking spaces for the entire Shopping Center currently exceeds the off-street parking requirement by 418 spaces. The existing storage facilities, currently located along the southern façade of the existing building, will be relocated to further ensure adequate parking is provided.

RECOMMENDATION AND CONDITIONS

Staff recommends approval of Site Plan 81994029D Milestone Shopping Center for the expansion of the existing Walmart building by 15,863 square feet, modifications to the parking tabulations and layout, modifications to the SWM facilities, and revisions to the Lighting and Landscape Plans on 15.32 gross acres. All site development elements shown on the site and landscape plans stamped “Received” by the M-NCPPC on September 15, 2011 are required except as modified by the following conditions.

Conformance with Previous Approvals

1. Project Plan Conformance
The proposed development must comply with the conditions of approval for the amended Project Plan 919950010 (also known as 919930030) as listed in the Planning Board resolution dated August 7, 1995.
2. Preliminary Plan Conformance
The proposed development must comply with the conditions of approval for the amended Preliminary Plan 11990171 as listed in the Planning Board Resolution dated August 4, 1995.
3. Site Plan Conformance
The proposed development must comply with the conditions of approval for Site Plan 81994029B as listed in the Planning Board Resolution dated November 28, 1995, except as modified with this amendment.
4. Stormwater Management
The proposed development must comply with the Stormwater Management Concept approval conditions dated March 2, 2011 unless amended and approved by the Department Permitting Services (DPS). *See Appendix B.*

Transportation

5. Transportation
 - a. The Adequate Public Facilities (APF) review for this site plan amendment will remain valid for 85 months from the date of mailing of the adopted Planning Board Resolution.
 - b. Total proposed expansion of the Walmart site under the subject site plan application is limited to 15,863 square feet shown on the site plan and analyzed in the traffic study.
 - c. In order to mitigate the Policy Area Mobility Review (PAMR) required 27 peak-hour trips, the applicant must make a lump sum payment of \$305,100.00 prior to obtaining the building permit (*see Appendix B*).

Site Plan

6. Site Design
 - a. Existing “long-term” storage facilities currently located within surface parking facilities along the southern façade of the building must be relocated to more permanent areas on-site. The final location will be determined at the review of Certified Site Plan.
 - b. Relocate seating areas to the front of the building near the main entrances. The bench and trash receptacle details should be added to the Certified Site Plan.

7. Landscaping

- a. Site storage and dumping facilities must be adequately buffered from the street right-of-way and main entrances. The locations and landscape design for these facilities will be determined at Certified Site Plan.
- b. Provide additional canopy trees and understory plantings in the green space areas within the surface parking facilities. The plant types for stormwater management (SWM) facilities will be approved by DPS.

8. Lighting

- a. The lighting distribution and photometric plan with summary report and tabulations must conform to Illuminating Engineer Society of North America (IESNA) standards for commercial development.
- b. All onsite proposed light fixtures must be full cut-off fixtures.
- c. Deflectors must be installed on all fixtures causing potential glare or excess illumination, specifically on the perimeter fixtures abutting the adjacent residential properties.
- d. Illumination levels must not exceed 0.5 footcandles (fc) at any property line abutting county roads.
- e. The height of the proposed light poles must not exceed 39 feet including the mounting base. The existing light poles are 42 feet in height; therefore the newly installed light poles will be 3 feet shorter.

9. Development Program

The Applicant must construct the proposed development in accordance with a development program that will be reviewed and approved prior to the approval of the Certified Site Plan. The development program must include the following items in its phasing schedule:

- a. On-site amenities including, but not limited to, sidewalks, benches, trash receptacles, and bicycle facilities must be installed prior to release of any building occupancy permit.
- b. The development program must include the phasing for the removal of the existing storage facilities, and the installation of on-site landscaping and lighting.
- c. Landscaping associated with the northern parking lot (directly adjacent to the proposed expansion) and the SWM facilities must be completed as construction of each facility is completed.

10. Certified Site Plan

Prior to approval of the Certified Site Plan the following revisions must be made and information provided subject to Staff review and approval:

- a. Include the stormwater management concept approval, development program, inspection schedule, and the approved site plan resolution on the cover sheet.
- b. Ensure consistency with all details, development standards and layout between site, lighting and landscape plans.

SITE DESCRIPTION

Analysis of the Existing Conditions

The Milestone Shopping Center is bound by Frederick Road (MD 355) towards the east, Ridge Road (MD 27) towards the north, Observation Drive towards the west, and Shakespeare Boulevard towards the south. The Milestone Shopping Center was developed in 1994, and was intended to be a destination regional retail center. The existing Walmart store is one of several large-scale retailers within the Shopping Center. The Walmart property is zoned RMX-3, approximately 15.32 acres, and located in the northwest quadrant of the intersection at Observation Drive and Shakespeare Boulevard.

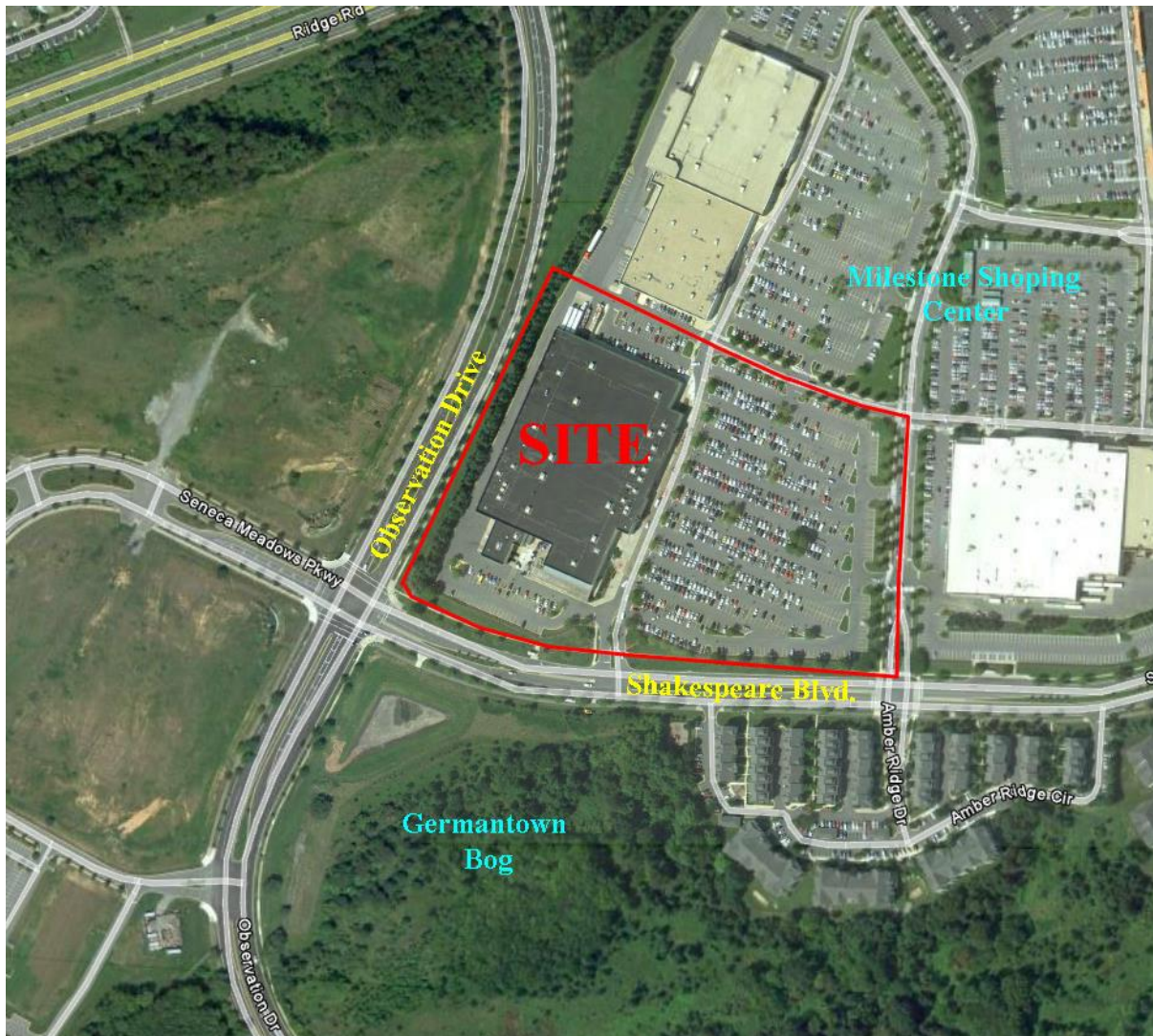


Vicinity Map

The neighboring properties consist of the Germantown Bog and the Milestone residential component (11990170) towards the south, the Neelsville Village Center (819940090) towards the north, the Seneca Meadows development (819980370) towards the west, and the Wexford residential development (819861040) towards the east.

The Walmart building fronts onto the surface parking facilities; and is primarily accessed from Shakespeare Blvd. Major views from Shakespeare Blvd. toward the existing surface parking facility, on the south side of the building, are adequately buffered with deciduous shrubs. Major views from

Observation Drive towards the rear façade of the building (i.e. the service driveway and loading areas) are also densely buffered with a double row of evergreen trees.



Aerial Photo

The subject site lies within the Germantown East Policy Area, within the Germantown Employment Area Sector Plan. The overall shopping center generally slopes from the northeast to the southwest corner. The Germantown Bog or fen is located 0.11 miles south of the Walmart property. This environmental resource was designated by the Department of National Resources (DNR) in 1989 as a Non-tidal Wetland of Special State Concern. The bog was found to be among the best examples of a forested seepage fed wetland in the Piedmont province. A significant portion of the Milestone District has been retained in green space areas, conservation areas, and stream valley buffers (*page 66 of the Sector Plan*). The preservation of this environmental resource, other wetlands and their associated buffers is highly encouraged by the Sector Plan through the review of forest conservation easements, stormwater management facilities and the assurance of adequate hydrology. In accordance with the Site Plan Enforcement Agreement (*see Appendix C*), the installation of sophisticated drainage systems have been instrumental to the monitoring of the water quality conditions as part of the Montgomery County Countywide Stream Protection Strategy (CSPS).

PROJECT ANALYSIS & DESCRIPTION

Previous Approvals

Project Type	Approval Date	Brief Description
Project Plan #9-90006	January 31, 1991 (mailed July 26, 1991)	1,200,000 sf. of commercial/retail (regional mall), 790 multi-family dwellings with 99 MPDUs. Phase I was designated not to exceed 900,000 sf. upon the approval of the Preliminary Plan 1-90171.
Project Plan #9-93003 and Preliminary Plan #1-90171	February 7 & 8, 1994 (mailed March 17, 1994)	750,000 sf. of retail (710,000 regional-scale commercial uses and 40,000 local commercial scale use) and 313 multi-family units on 130 acres of land zoned RMX-1 & RMX-3. Record Plat #19777
Site Plan 8-940290	August 18, 1994	713,060 sf. of commercial/retail and 191 dwelling units (115 SFA, 76 MF & 18 MPDUs).
Site Plan Amendment A	July 20, 1995 (mailed August 7, 1995)	Proposed to add 86,940 sf. of retail and 6.1 acres for a total of 800,000 sf. of commercial/retail, 115 townhouse units and 76 condo (including 24 MPDUs) on 133.3 of land zoned RMX-1 and RMX-3. Parking was increased from 3,962 spaces to 4,376 spaces. The amended Project and Preliminary were noted as approved concurrent to this amendment on July 20, 1995.
Project Plan 9-95001 (Amends 9-93003) and Preliminary Plan 1-90171	The Preliminary Plan was mailed August 4, 1995; while the Project Plan was mailed August 7, 1995.	The total square footage was increased to 133.3 acres. The retail density was increased to 800,000 sf. and the total number of residential units was decreased by 122 units.
Site Plan Amendment B	November 16, 1995 (mailed November 28, 1995)	Minor modifications to the existing sidewalks and Landscape Plans for the Target store. The re-stripping of the Toys-R-Us parking facility was also completed in order to meet parking requirements.
Site Plan Amendment C	Application Filed September 30, 2005; and withdrawn on January 16, 2006.	Application proposed to increase the building square footage of the Walmart from 149,429 sf. to 154,028 (4,599 sf. addition for storage).

Proposal

The Applicant is requesting the following modifications:

- The expansion of the existing building by 15,863 square feet ;
- Adjustments to the existing parking facilities and the site tabulations;
- Modifications to the approved SWM facilities; and
- Revisions to the Lighting and Landscape plans.



Rendered Landscape Plan

The rear façade of the existing building (149,435 square feet.) is set back from Observation Drive approximately 100 feet from the right-of-way. The building expansion (15,863 square feet.) will be constructed over the existing surface parking facility currently located along the northern façade of the existing building. The additional area makes up approximately 9 percent of the total 165,298 building square feet proposed. In accordance with the Sector Plan recommendations, the total Floor Area Ratio (FAR) will be increased to 0.25; which is slightly below the recommended 0.3 to 0.5 FAR. The entrances (2), along the eastern façade, will also be modified to further articulate variations in the roof design. The

amended site layout and building orientation of the proposed expansion are consistent with the existing development pattern already established on-site.

FINDINGS

1. *The site plan conforms to all non-illustrative elements of a development plan or diagrammatic plan, and all binding elements of a schematic development plan, certified by the Hearing Examiner under Section 59-D-1.64, or is consistent with an approved project plan for the optional method of development, if required, unless the Planning Board expressly modifies any element of the project plan.*

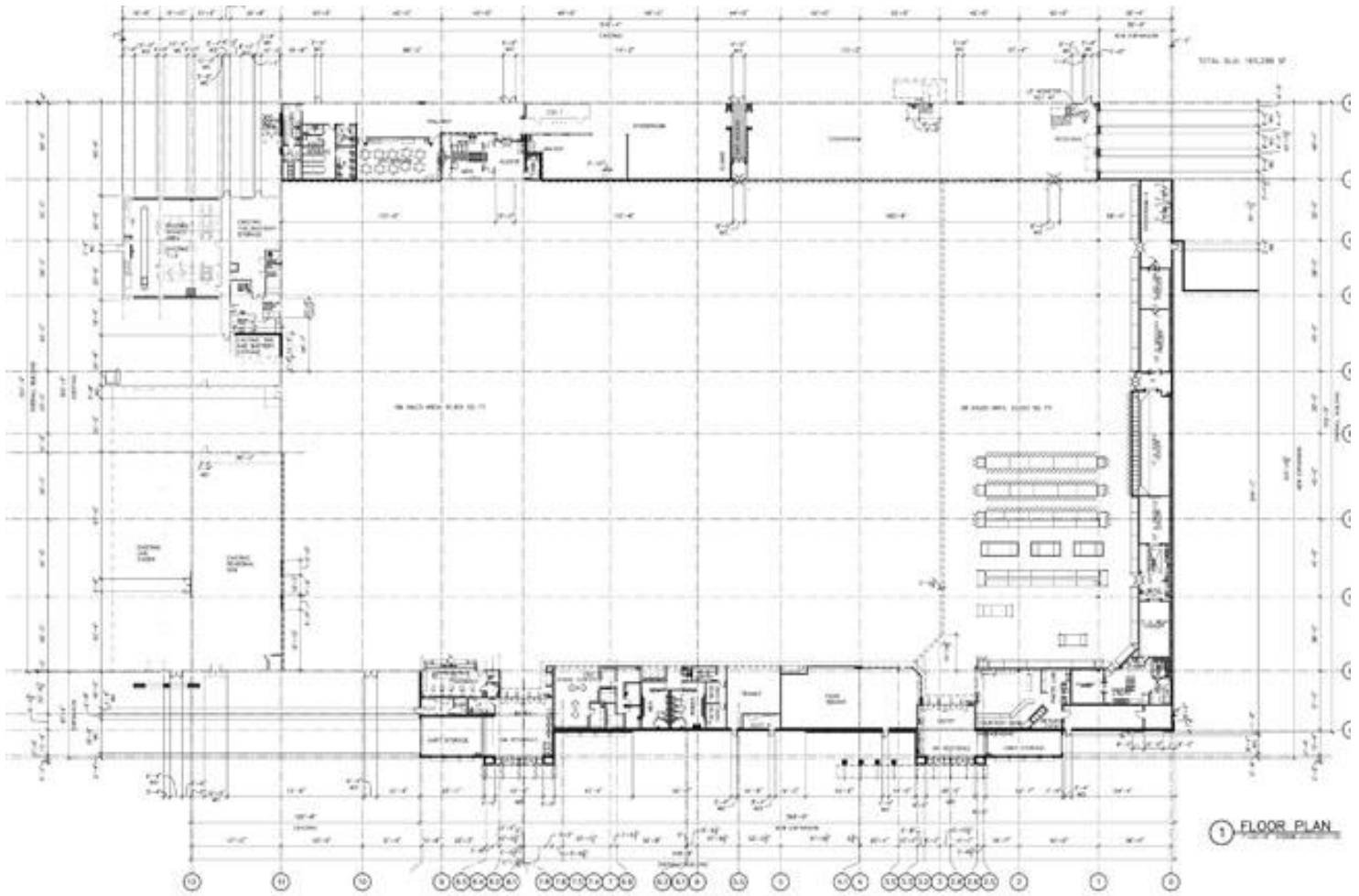
The Walmart property was originally approved as a smaller component to a larger Milestone Shopping Center development. The original Project and Preliminary Plans were amended concurrently with the Site Plan Amendment A in 1995, for a maximum of 800,000 square feet of retail use. The modifications proposed within this amendment will increase the total density to 773,741 sf.; which is approximately 96 percent of the total amount permitted.

2. *The site plan meets all of the requirements of the zone in which it is located, and where applicable conforms to an urban renewal plan approved under Chapter 56.*

The RMX-3 zone is intended primarily for sites where there is existing commercial development that is suitable for substantial expansion of redevelopment with mixed uses. The proposed building expansion will not exceed the approved density for the entire Shopping Center; however it will encourage the expansion of large-scale mixed use centers and meets the recommendations of the Sector Plan. The proposed uses are allowed in the RMX-3 Zone considering the building expansion will have food sales; however, will not have a full line grocery in combination with the other existing uses (see Appendix D).

The Site Plan meets all of the development standards of the zone (see the Project Data Table on page 11), and will create approximately 100 new jobs. With respect to building height, setbacks, and density the proposed development is under all the maximum standards allowed. The addition is consistent with the location, height and setbacks of the existing structure. However; per the recommendations of the Sector Plan, the proposed addition is too small (9 percent of the total building square footage) to require the re-orientation of the entire building towards the street edge.

The entire Milestone Shopping Center was approved with 21 percent (15.4 acres) of green space area within the RMX-3 zones. The Walmart property is approximately 15.32 acres; which is approximately 11 percent of the entire Milestone Shopping Center. Although, some of the locations designated as green space areas will be slightly modified; there will be no significant change to the amount of area (2.45 acres) originally approved.



Proposed Building Floor Plan

Development Standards

The following data table indicates the proposed development’s compliance with the Zoning Ordinance. Only the standards that are affected by the proposed amendment are listed; a comprehensive modified data table is included on the certified site plan. The building setbacks along the roadway and the amount of green spaces will remain the same. No building setbacks have been established from the internal lot lines.

Project Data Table for the RMX-3 Zone

Development Standard	Permitted/Required per the Zoning Ordinance	Previously Approved for Milestone Shopping Center (81994029B)	Proposed for Walmart Approval (81994029D)
Max. Area (ac.)	122.2 acres	128.3 acres	15.3 acres ¹
Total Retail Area (ac.)	72 acres	72 acres	15.3 acres
Max. Retail Density (sf.)	1,300,000 sf.	757,878 sf.	165,298 sf. ²
Walmart Building Coverage (%)	N/A	22.42% (3.43 acres)	24.80% (3.80 acres)
Min. Green Space Area (%/sf.)	20% (14.4 acres)	21% (15.4 acres)	11% (2.45 acres) ³
Parking Facility Internal Landscaping (%/ac.)	5% (6.1 ac.)	8% (10.26 ac.)	5.1% (0.78 ac.)
Parking Spaces	3,958 spaces	4,376 spaces	827 spaces ⁴

3. *The locations of buildings and structures, open spaces, landscaping, and pedestrian and vehicular circulation systems are adequate, safe, and efficient.*

The existing buildings and structures of the proposed development will remain at the same location; while the proposed building expansion will be constructed over the existing surface parking facility and along the northern façade of the existing building (i.e. the right side of the building). The dimensions of the addition are approximately 40 feet wide by 290 feet long along the northern façade, and approximately 32 feet wide by 100 feet long along the eastern façade (i.e. the front side of the building). The expansion is consistent with the height and setbacks of the existing structure. The proposed expansion is adequate and efficient, and does not pose any safety concerns on the site.

Transportation

Local Area Transportation Review (LATR)

Four intersections were identified as critical intersections affected by the proposed development and were examined in a submitted traffic study to determine whether they meet the applicable congestion standards. The congestion standard for the Germantown East Policy Area is 1,425 Critical Lane Volumes (CLV). The result of the CLV analysis is summarized in the

¹ The modifications proposed in this amendment are only intended to occur on the Walmart property. There are no other changes to the Milestone Shopping Center (133.3 acres).

² Total density proposed for the entire Milestone Shopping Center will be 773,741 sf. (757,878 sf. + 15,863 sf.). The existing building square footage is 149,435 sf.

³ There will be no change to the amount of green space approved for the Walmart property. Per the original approval, the total amount of green space was divided up over the entire Milestone Shopping Center.

⁴ The total number of parking spaces will be reduced by 37 spaces, making the total for the entire Milestone Shopping Center 4,339 spaces.

Transportation Memorandum (Table 1, Appendix B). All intersections are currently operating within acceptable congestion standards and are expected to continue the same for the background and total future development conditions. Therefore the subject site plan will meet the LATR requirements of the APF review.

Policy Area Mobility Review (PAMR)

The site is located within the Germantown East Policy Area where there is a 50% PAMR trip mitigation requirement according to the Subdivision Staging Policy. The Applicant is required to make a lump sum payment of \$305,100 to mitigate 27 peak-hour trips which represent 50 percent of the new trips generated by the proposed development; therefore fulfilling the PAMR requirements of the APF review.

The proposed expansion will create a minor reduction to the total number of parking spaces by 37 spaces. The parking layout is slightly altered to accommodate a single row of parking (approximately 19 spaces). In accordance with the Sector Plan recommendations, the reduction of surface parking spaces will encourage transit ridership and take advantage of shared parking opportunities. The Walmart property is located about 1/3 mile from the future Seneca Meadows station and there is a Park and Ride facility currently located north of the surface parking lot within the Milestone Shopping Center. The modifications proposed will have no impact on the Shared Parking Agreement for the entire shopping center (*see Appendix C*). In accordance with Article 3 of section 3.1 of the Shared Parking Agreement, the shared areas are designated as 1) the passage and parking of vehicles; 2) the passage and accommodation of pedestrians; and 3) the performance of such other acts or duties as are authorized or required to be done on the shared area.



*Front Perspective
(Eastern Façade)*



There will be no changes to the existing access points in conjunction with this proposal. The existing access points along Shakespeare Blvd. and the internal vehicular traffic and pedestrian circulation systems are safe and adequate. Pedestrian access from the adjacent sidewalks efficiently integrates this site into the surrounding neighborhood. The vehicular circulation design efficiently directs traffic into and through the site with minimal impacts to pedestrian circulation.

Additional landscaping is proposed to further screen the parking facilities, the loading and dumping areas. The plantings proposed for SWM facilities are intended to treat the surface runoff, add aesthetic value, and provide adequate buffering for the existing surface parking facilities. There are no recreational facilities required for this Site Plan amendment, but benches and bicycle racks will be provided along the front façade of the building.

4. *Each structure and use is compatible with other uses and other site plans and with existing and proposed adjacent development.*

The proposed expansion is compatible with the adjacent and confronting uses. The expansion is in scale with the existing structure and is located such that it will not adversely impact the vehicular circulation of the existing and adjacent parking facilities. The 10 foot landscaped island, along the parking edge between the surface parking spaces and the northern property line, is designed to separate the drive aisle and the existing parking facility on the neighboring property from the newly proposed parking layout. The pedestrian sidewalk along the northern side of the building will be shifted and connected into the existing sidewalk along the front side of the building. A 20 foot drive aisle will separate the pedestrian sidewalk from the proposed parking spaces.

5. *The site plan meets all applicable requirements of Chapter 22A regarding forest conservation, Chapter 19 regarding water resource protection, and any other applicable law.*

This project is exempt from Article II of the Montgomery County Code, Chapter 22A (Forest Conservation Law), Section 22A-5 (t) because the site is a modification to an existing developed property. The modifications will not remove more than 5,000 square feet of forest, do not affect any forest in a stream buffer or located on property in a special protection area, and the

modifications do not require approval of a new subdivision plan. Any changes from the approved exemption (42011115E) request may constitute grounds to rescind or amend any approval actions taken and to take appropriate enforcement actions.

Considering the impacts to the neighboring properties (i.e. specially the Germantown Bog) and per the review standards of the approved SWM plan, the roof runoff is a “cleaner” use when compared to the runoff of the existing surface parking lot. The surface runoff accumulated from the roof of the building and the surface parking facilities will be diverted into the existing drainage system. Staff has strongly encouraged the installation of a green roof on the building expansion; however, the Applicant has decided to implement several other sustainable design solutions instead. The following green initiatives will be incorporated at the time of construction 1) utilization of a “white” membrane roof; 2) utilization of a centralized Energy Management Systems (EMS); 3) LED lighted grocery cases; 4) high-efficient urinals; 5) recycling of building materials; and 6) installation of micro bio-retention systems within the surface parking facilities.

The SWM concept consists of onsite Environmental Site Design (ESD) via the use of micro bio-filtration and off-site treatment via the existing development’s SWM structures. Additional micro bio-filtration facilities, shade trees and understory plantings are proposed within and along the peripheral areas of the parking islands to further treat the surface runoff, and therefore enhance the quality of the water before ultimately flowing into Little Seneca Creek Watershed. Watershed tree cover greater than 45 percent has been correlated with good to excellent stream health. The Sector Plan specifically recommends an increase to the overall forest and tree canopy coverage from the 2008 level of 20 percent to 30 to 40 percent by 2038. The existing trees onsite provide the necessary tree canopy; however, a greater amount is encouraged and will be provided.

CONCLUSION

Staff concludes that the modifications proposed within this Limited Site Plan Amendment, per the conditions of approval, will substantially satisfy the requirements of the RMX-3 zone, the previous approvals, the Sector Plan and the review of Adequate Public Facilities. The review of this amendment not only considered the implications of the changes proposed onsite, but also the impacts of those changes on the surrounding communities in accordance with the goals and recommendations of the Germantown Employment Area Sector Plan.

COMMUNITY OUTREACH

The Applicant has met all proper signage, noticing, and submission meeting requirements. Notice of the subject amendment was sent to all parties of record on March 18, 2011. Staff has not received correspondence on this matter.

APPENDIX

- A. Previous Approvals/ Adopted Resolutions
- B. Approval Letters
- C. Shared Parking Agreements
- D. Correspondence

APPENDIX A (Previous Approvals/ Adopted Resolutions)



200 Perry Parkway
Suite 7
Gaithersburg, Maryland 20878-2197

301 940 8300
301 278 7600 fax
www.dewberry.com

January 16, 2006

Ms. Luxmi Srinivas
Senior Planner
M-NCPPC
8787 Georgia Ave.
Silver Spring, MD 20910

Re: Wal-Mart Store #2375, Germantown
Site Plan 8-94029 C


Dear Ms. Srinivas:

We are hereby requesting that the above referenced plan be withdrawn from consideration. Our client, CASCO Diversified has informed us that Wal-Mart has decided to abandon the project.

Please advise if there is anything additional that you need from us.

Very truly yours,

DEWBERRY & DAVIS LLC


Silvia D. Silverman, AICP
Associate

cc. Chris Craig

MONTGOMERY COUNTY PLANNING BOARD

O P I N I O N

DATE MAILED: November 28, 1995

SITE PLAN REVIEW #8-94029B

PROJECT: MILESTONE CENTER AMENDMENT

Action: Approval subject to conditions. Motion was made by Commissioner Aron, seconded by Commissioner Richardson, with a vote of 5-0, Commissioners Aron, Richardson, Hussman, Holmes and Baptiste voting for. All Commissioners were present.

The date of this written opinion is November 28, 1995 (which is the date that this opinion is mailed to all parties of record). Any party authorized by law to take an administrative appeal must initiate such an appeal, as provided in the Maryland Rules of Procedure, on or before December 28, 1995 (which is thirty days from the date of this written opinion). If no administrative appeal is timely filed, then this site plan shall remain valid, as provided in Section 59-D-3.8.

On November 16, 1995, Site Plan Review #8-94029B was brought before the Montgomery County Planning Board for a public hearing. At the public hearing, the Montgomery County Planning Board heard testimony and received evidence submitted in the record on the application. Based on the testimony and evidence presented by the staff and on the staff report with modifications to the conditions hereby adopted by the Montgomery County Planning Board, and which is made a part hereof, the Montgomery County Planning Board finds:

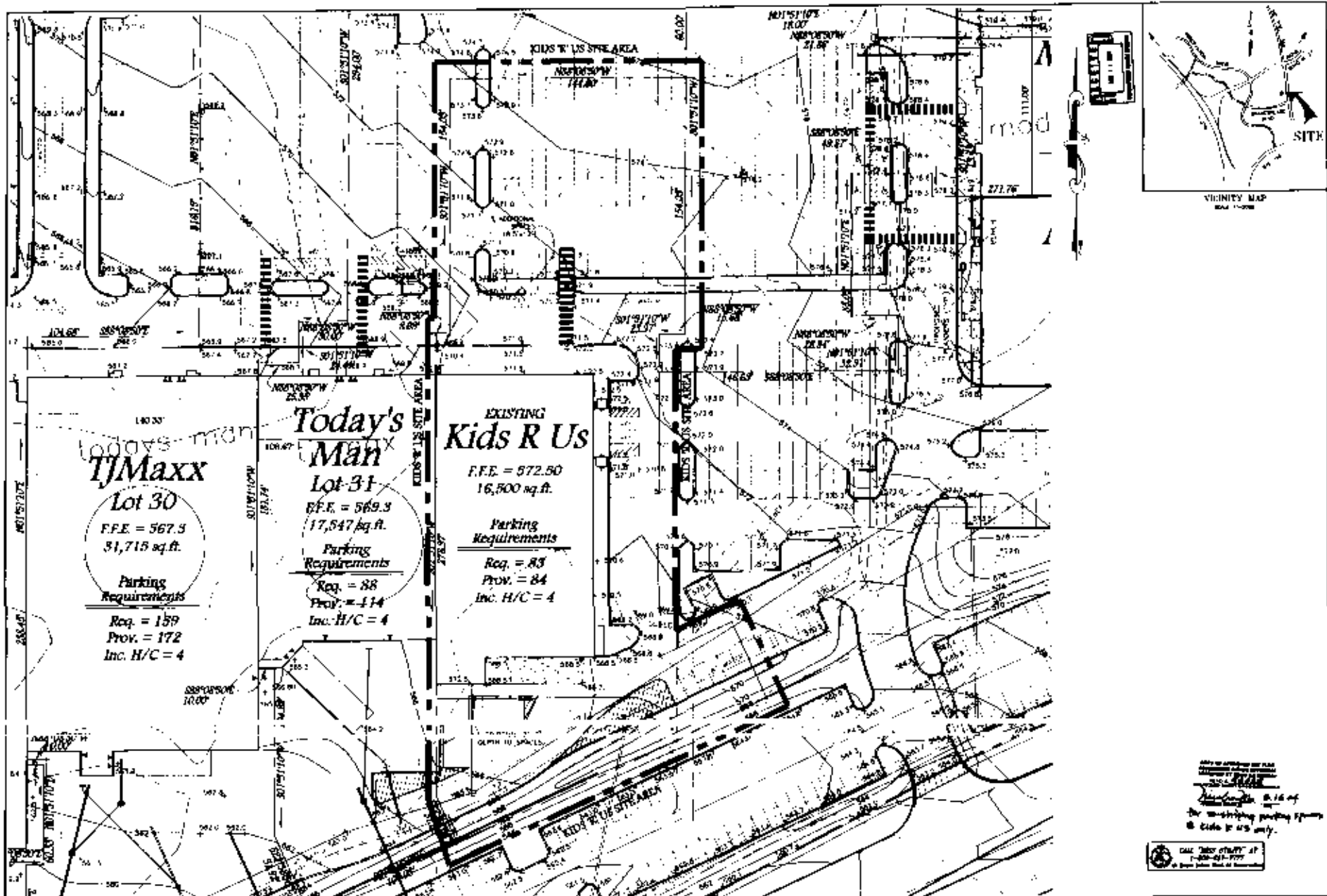
1. The Site Plan is consistent with an approved development plan or a project plan for the optional method of development, if required;
2. the Site Plan meets all of the requirements of the zone in which it is located;
3. the locations of the buildings and structures, the open spaces, the landscaping, and the pedestrian and vehicular

circulation systems are adequate, safe, and efficient;

4. each structure and use is compatible with other uses and other site plans and with existing and proposed adjacent development;
5. the site plan meets all applicable requirements of Chapter 22A regarding forest conservation.

The Montgomery County Planning Board APPROVES Site Plan Review #8-94029B which consists of 800,000 square feet of retail, 115 townhouses and 76 condominiums, including 24 MPDU's subject to the following conditions:

1. Unless specifically modified by the Planning Board, all terms, conditions, restrictions and requirements previously imposed on the 1994 Site Plan and the amendment dated August 7, 1995, #8-94029A remain in full force and effect.
2. Six of the site plan's required 24 MPDU's may be located on the Milestone C-2, C-3 site, provided they conform to the Planning Board's MPDU Guidelines.



Today's man
TJMaxx
Lot 30
F.F.E. = 567.5
51,715 sq. ft.
Parking Requirements
Req. = 159
Prov. = 172
Inc. H/C = 4

Today's Man
Lot 31
F.F.E. = 569.3
17,847 sq. ft.
Parking Requirements
Req. = 88
Prov. = 114
Inc. H/C = 4

EXISTING Kids R Us
F.F.E. = 572.50
16,500 sq. ft.
Parking Requirements
Req. = 83
Prov. = 84
Inc. H/C = 4

DATE OF APPROVAL FOR THIS STRIPING PLAN IS 08/14/2014
BY THE ENGINEER
The striping parking spaces is done in 4:5 only.

CALL "BOB STAFF" AT 1-800-411-7777
or visit our website at www.bobstaff.com

NO.	REVISION	DATE	BY	CHKD.

OWNER
THE PETERSON COMPANIES
12500 FARM LANE CIRCLE, SUITE 400
FAIRFAX, VIRGINIA 22030
PHONE (703) 977-3000
CONTACT BOB STAFF

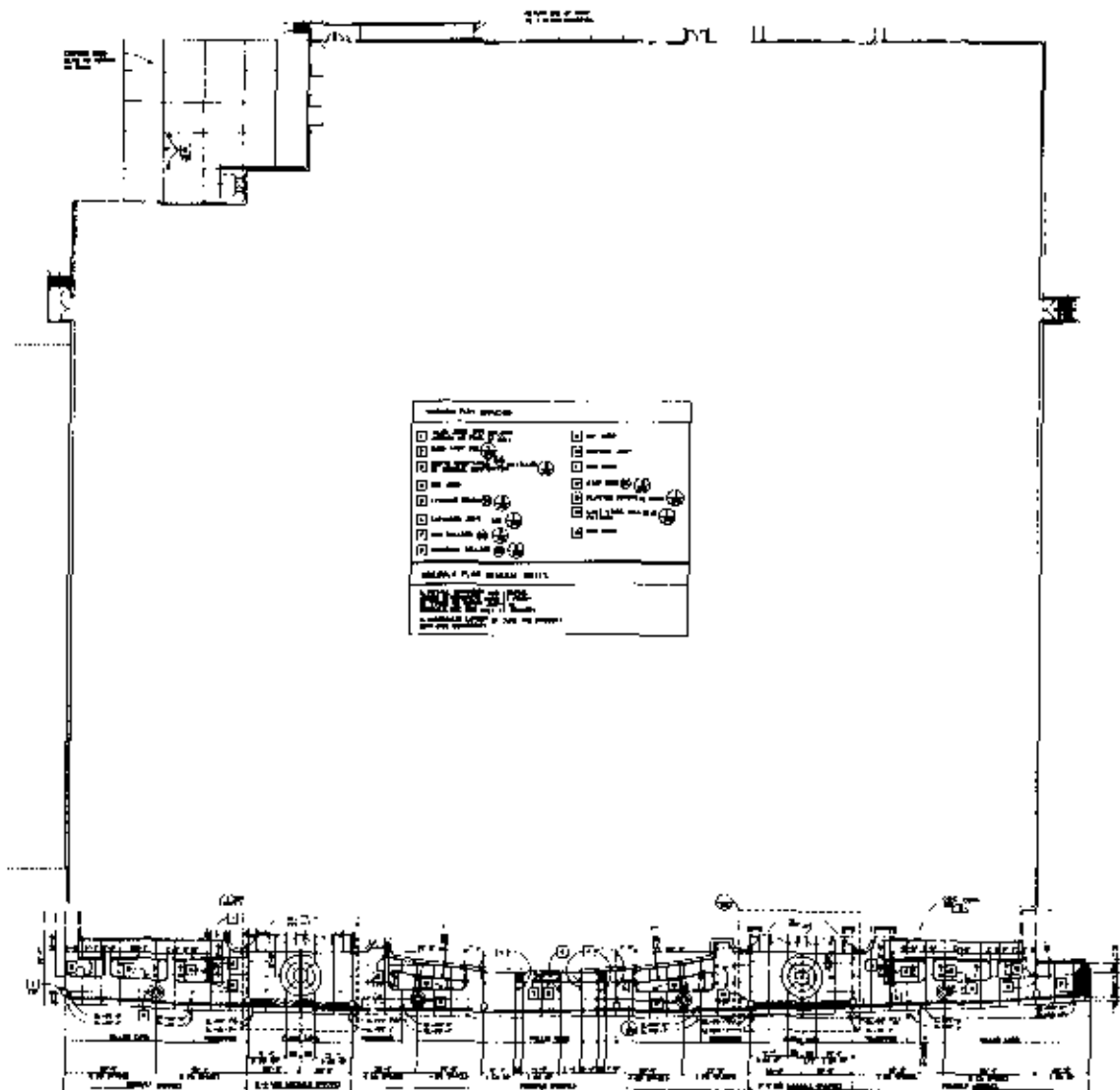
PARKING STRIPING PLAN

MILESTONE CENTER
DISTRICT 2
MONTGOMERY COUNTY
GERMANTOWN, MARYLAND
PREPARED BY THE CONSULTING ENGINEER

CONSULTING ENGINEER
BOB STAFF
12500 FARM LANE CIRCLE, SUITE 400
FAIRFAX, VIRGINIA 22030
PHONE (703) 977-3000
WWW.BOBSTAFF.COM

NO.	REVISION	DATE	BY	CHKD.

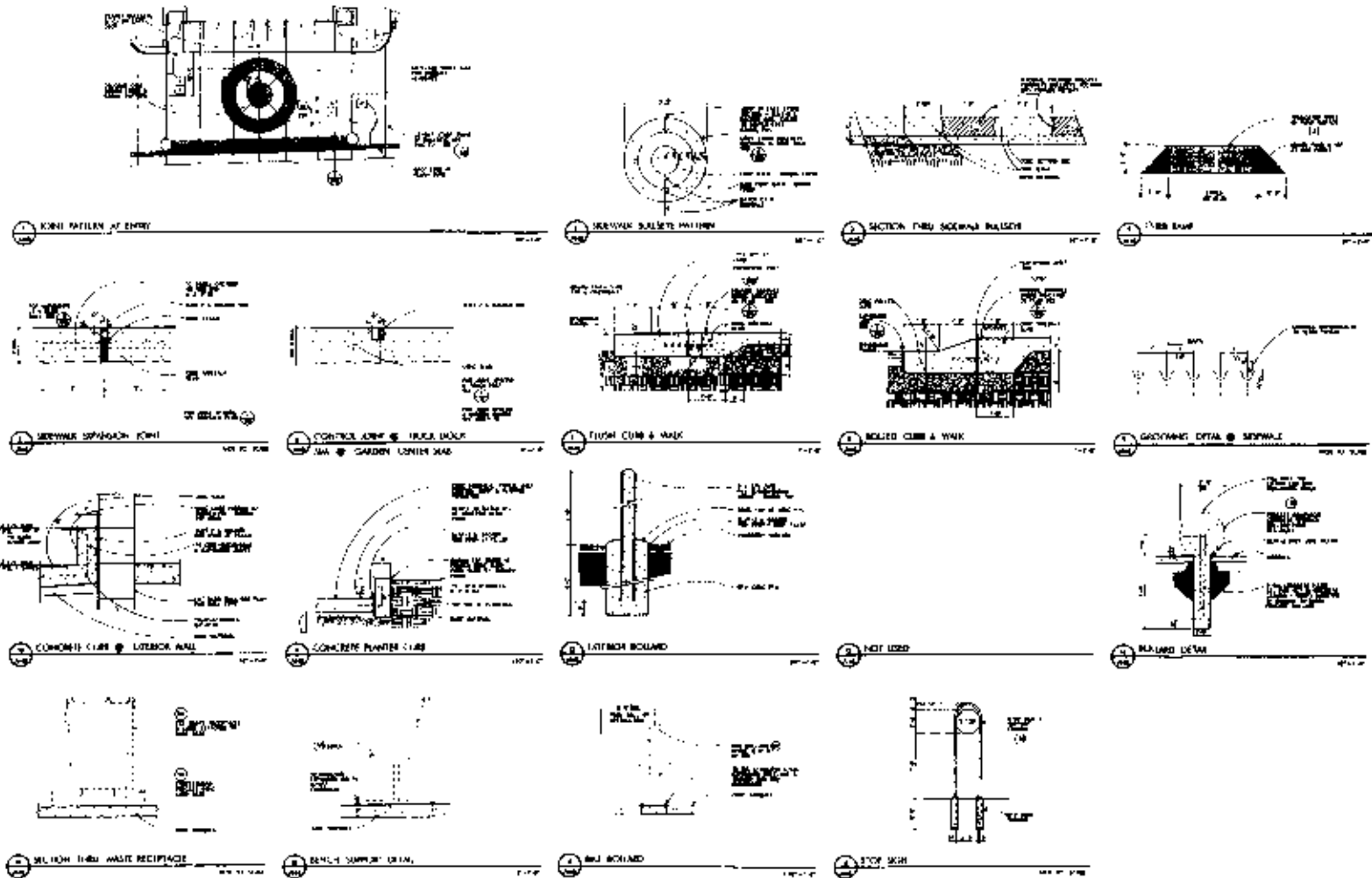
SCALE: 1/8" = 1'-0" (unless otherwise noted)



COPY OF APPROVED SITE PLAN
 CONTAINING ALL REVISIONS
 APPROVED BY STATE AS SHOWN
 FILE NO. 440298
 APPROVED WITH CONDITIONS (See attached sheet)
Richard M. ... 8.23.04
 DATE

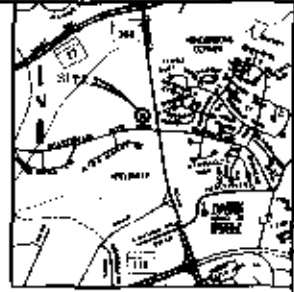
SEEWER PLAN

				GERMANTOWN MARYLAND <small>20878</small>	T-1046 1144 11	SIDEWALK PLAN	A14A
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COPY OF APPROVED SITE PLAN
 CONTAINING MINOR REVISIONS
 APPROVED BY DEPT. OF PERMITS
 FILE NO. 1-10-04
 HANCOCK COUNTY PLANNING DEPARTMENT
Richard A. B. B. B.
 2.25.04

CALL "800" SERVICE AT 1-800-897-0777 AT LEAST 48 HOURS BUT NOT MORE THAN 10 WORKING DAYS PRIOR TO STARTING EXCAVATION OR CONSTRUCTION



VICINITY MAP
SCALE 1"=100'

SITE DATA

- 1 SITE AREA 50.8 ACRES
- 2 TAX MAP NUMBER 001 BLOCK C LOT 10
- 3 OWNER TARGET CORPORATION
- 4 APPLICANT TARGET CORPORATION
- 5 PLANNING DISTRICT 204
- 6 ZONING EXISTING R3
- 7 INCLUDES IF APPLICABLE SPECIAL

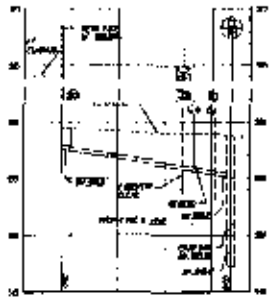
NOTES

- 1 FOR BEST WAY LAYOUT AND DETAILS, SEE SHOP AREA AND ASK FOR STORE T-MAR. (SEE REVISION CONTRACT RELATIVE TO OTHER)
- 2 VERIFY EXISTING CLEARANCES AND BENCHMARK TO PROPOSED GRAB.
- 3 EXISTING SIGNAGE TO BE REMOVED AND RESET IN TIME FRAME PREVIOUS TO COMPLETION OF CONSTRUCTION.
- 4 EXISTING PARKING LOT TO BE FULLY GRADED AND REGRADED TO MATCH EXISTING.

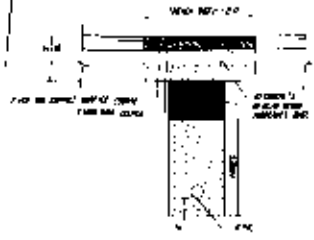
FINISHED FLOOR ELEVATION TABLE

NO.	ROOM	ELEVATION	FINISH
1	OFFICE	2.00	CONCRETE
2	OFFICE	2.00	CONCRETE
3	OFFICE	2.00	CONCRETE
4	OFFICE	2.00	CONCRETE
5	OFFICE	2.00	CONCRETE
6	OFFICE	2.00	CONCRETE
7	OFFICE	2.00	CONCRETE

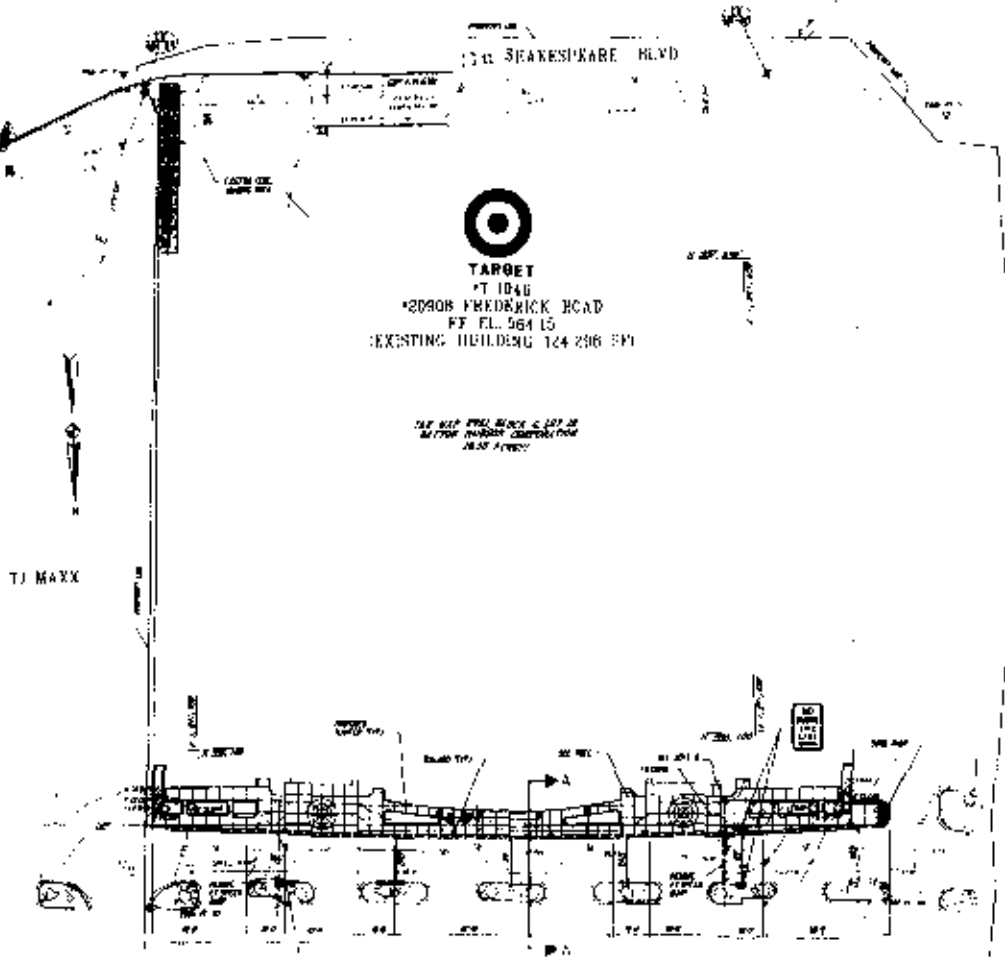
NOTE: ALL DIMENSIONS ARE FROM EXISTING BENCHMARK UNLESS OTHERWISE NOTED BY SHOP DRAWINGS.



SANITARY SERIES PROFILE
SCALE 1"=10'



TRENCH DETAIL
SCALE 1"=10'



SITE PLAN
SCALE 1"=50'



SECTION A-A
SCALE 1"=10'

DATE	DESCRIPTION

DATE	DESCRIPTION

TARGET

1000 W. CALVERT ST.
BOSTON, MA 02111

URS

1000 W. CALVERT ST.
BOSTON, MA 02111

TARGET STORE T-1046
GERMANTOWN, MD
20876-2000
GERMANTOWN, MD 20876



THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION
4700 George Washington Parkway, Suite 200, Bethesda, Maryland 20814

MONTGOMERY COUNTY PLANNING BOARD

OPINION

DATE WRITTEN: August 7, 1998

PROJECT PLAN NUMBER: 88-25601 (Amends 8-23005)

PROJECT: HILLSTONE CENTER PROJECT PLAN

Action: Approval subject to conditions. Action was taken by Commissioners Richardson, supported by Commissioners Baptiste, with a vote of 4-0. Commissioners Richardson, Baptiste, Williams and Armstrong for. Commissioner Holmes was absent.

The date of this written opinion is August 7, 1998 (which is the date that this opinion is called to all parties of record). Any party authorized by law to take an administrative appeal must initiate such an appeal as provided in the Maryland Rules of Procedure on or before September 6, 1998 (which is 30 days from the date of this written opinion). If no administrative appeal is timely filed, then this project plan shall remain valid indefinitely, as provided in Section 25-22.

On July 20, 1998, project plan 88-25601 was first brought before the Montgomery County Planning Board for a public hearing. At the public hearing, the Montgomery County Planning Board heard testimony and received evidence submitted in the form of an application, based on the testimony and evidence presented by the staff and on the staff report hereby adopted by the Montgomery County Planning Board, which is made a part hereof, the

Commissioners of the Montgomery County Planning Board have considered the application and the staff report and have concluded that the

Commissioners of the Montgomery County Planning Board have concluded that the

Commissioners of the Montgomery County Planning Board have concluded that the

- d. it will not overburden existing public services nor those programmed for availability concurrently with each stage of construction and, if located within a transportation management district designated under chapter 22A, article II is subject to a traffic mitigation agreement that meets the requirements of that article;
- e. it will be more efficient and desirable than could be accomplished by the use of the standard method of development;
- f. it will include adequately buffered building units in accordance with chapter 22A of this code;
- g. it will comply with any applicable requirements for forest preservation under chapter 22A.

The New Jersey County Planning Board's 1984/85 Project Plan Review #5 which consists of 800,000 sq. ft. of retail, 115 townhomes and 7 condominiums, subject to the following conditions:

1. In compliance with the conditions set forth on sheet 1, all terms, conditions, restrictions and requirements previously imposed for the site shall remain in full force and effect.

WFB 07/10/95
1701 110

THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8781 George Avenue • Bethesda, Maryland 20814

HEARING COPY

MEMORANDUM

DATE: July 1, 1995
TO: Montgomery County Planning Board
FROM: Larry Ponderford, Planning Department Staff
 (443-4376)
SUBJECT: Master Plan Review #2-0000 (Access #2-0000)
 105000 Center
 RMX-1 and RMX-2
 400,000 sq. ft. (approx.) As a subproject to the 105000 Center
 in quadrant intersection of Md. 707 and 102nd St.
 in Gaithersburg

RECOMMENDATION

In May 1, 1995, the Commission received a preliminary site plan for a 400,000 sq. ft. development in the RMX-1 and RMX-2 zones in the southeast quadrant of the intersection of Md. 707 and 102nd St. The approved Project Plan for this site was approved in January 1994. The Plan reduced the approved retail square footage to 200,000 sq. ft. and the number of dwelling units to 100. Approved Preliminary and Site Plans have been filed for conditional approval as currently with the Planning Board. The proposed development is a 400,000 sq. ft. development. The Plan reduced the approved retail square footage to 200,000 sq. ft. and the number of dwelling units to 100.

ADDITIONAL INFORMATION

OPTIONAL: The Commission is currently reviewing the proposed development. The Commission is currently reviewing the proposed development. The Commission is currently reviewing the proposed development.

BASIS FOR REVIEW

Projects in the RSMZ zones require Project Plan Review under Section 59-D-2 and Site Plan Review under Section 59-D-3. Because the two reviews are being conducted concurrently, details of requirements and proposals are outlined only in the Site Plan Review staff report in the interest of brevity. The Board's Administrative Procedures for Project Plans require that a Project Plan staff report be delivered to the Board fifteen days before the hearing. The Site Plan staff report will be issued on July 14, 1985.

EXISTING CONDITIONS

The site is bounded by Md. 135 on the east, 444 1/2 (Fisher Hurley Blvd.) on the north, Shalomsgate Blvd. on the south and future Shalomsgate Blvd. on the west. Adjoining the site to the north is the site of the future Maple Ridge Village Center. To the north is the 683' x 100' Milestone single-family subdivision, now under construction. To the east across Md. 135 is existing single-family development. In the center is a stream valley leading into a local water system. A sewer and water line runs along Shalomsgate Blvd. on the site property for which preliminary engineering and preliminary site plan are being prepared. An open observation drive to the west of the site is being prepared for site development. The topography slopes down generally from north to south. Adjacent to the water system, the site is being subdivided into 12 lots.

PROPOSED PROJECT PLAN

The 1984 Site Plan was approved by the Board on July 14, 1984. The project consists of 12 lots, 46,740 sq. ft. in the RSMZ zone, and 12 lots, 46,740 sq. ft. in the RSMZ zone, and 12 lots, 46,740 sq. ft. in the RSMZ zone. The project consists of a 6.4 acre parcel of land, 12 lots, 46,740 sq. ft. in the RSMZ zone, and 12 lots, 46,740 sq. ft. in the RSMZ zone. The project consists of a 6.4 acre parcel of land, 12 lots, 46,740 sq. ft. in the RSMZ zone, and 12 lots, 46,740 sq. ft. in the RSMZ zone.

EXISTING REQUIREMENTS

The project is subject to the following requirements: 1. The project must be in accordance with the RSMZ zone regulations. 2. The project must be in accordance with the Shalomsgate Blvd. regulations. 3. The project must be in accordance with the Milestone regulations. 4. The project must be in accordance with the Maple Ridge Village Center regulations. 5. The project must be in accordance with the Fisher Hurley Blvd. regulations. 6. The project must be in accordance with the Shalomsgate Blvd. regulations. 7. The project must be in accordance with the Milestone regulations. 8. The project must be in accordance with the Maple Ridge Village Center regulations. 9. The project must be in accordance with the Fisher Hurley Blvd. regulations. 10. The project must be in accordance with the Shalomsgate Blvd. regulations. 11. The project must be in accordance with the Milestone regulations. 12. The project must be in accordance with the Maple Ridge Village Center regulations. 13. 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The project must be in accordance with the Fisher Hurley Blvd. regulations. 98. The project must be in accordance with the Shalomsgate Blvd. regulations. 99. The project must be in accordance with the Milestone regulations. 100. The project must be in accordance with the Maple Ridge Village Center regulations.

SITE PLAN DATA TABLE

Development Standard	Permitted/Retained	Originally Approved	Site Amendment
Residential - Green Area (%)	50	71.87	57
Retained Green Area (%)	70	50	6
Gross Floor Area (sq. ft.)	1,400,000	150,000	600,000
Floor Area Ratio (FAR)	5	16	17
Triplexes/Multifamily		6,333	17,170
Maximum Height (feet)	12.50	12	12
Setbacks - Front (feet)	100	100	100
Setbacks - Side (feet)	5.00	7.50	7.50
Setbacks - Rear (feet)	5.00	7.50	7.50
Setbacks - Corner (feet)	7.50	10	10
Signage	none	none	none
Other	none	none	none

The applicant is requesting development on this lot in accordance with the proposed site plan and other conditions being requested subject to the standards of use of the proposed project. The applicant is requesting the original site plan. Review the application and all regulations, codes, ordinances and policies which are pending the future adoption of the subject property to be used as a Project Plan amendment and further agreed that additional standards and conditions shall be agreed upon in writing. The applicant hereby certifies that the information provided is true and correct. Therefore, no additional conditions shall be required for approval of this application.

The applicant hereby certifies that the information provided in this application is true and correct. The applicant hereby certifies that the information provided in this application is true and correct. The applicant hereby certifies that the information provided in this application is true and correct.

2. The Proposal conforms with the approved and adopted Master Plan

The Project Plan is an extension of uses and patterns already proposed and approved in the 1994 Project Plan. The Master Plan requirements for the additional area are critical to the use of the original site. Therefore the Amendment conforms to the Master Plan. A full discussion of this topic is to be included in the appropriate section of the Site Plan Review staff report, to be issued on July 14th. In the interest of brevity it is not included here.

3. The proposal is compatible with and not detrimental to existing or potential development in the general neighborhood. The proposal is to extend the already approved uses and development patterns to an additional 5.1 acres. A full discussion of this topic is to be included in the Site Plan Review staff report, to be issued on July 14th, it is omitted here for brevity.

4. The project would not overburden existing public services nor future not estimated for availability consistently with each state of construction. This topic will be discussed in full in the concurrent Preliminary Plan Review staff report, the discussion is omitted here for brevity.

5. The proposed development could be more efficient and desirable if it could be completed by the use of the standard method of development. This finding follows from the fact that the proposal is an extension of the already approved uses and development patterns which are less intensively utilized than the already approved development.

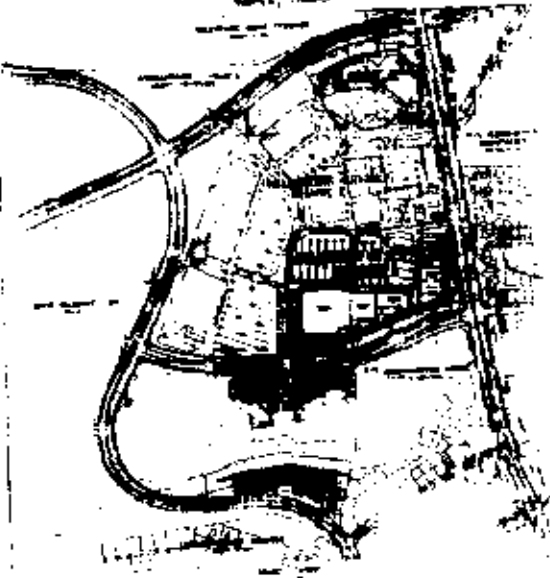
The project will comply with each Project Plan state listed in compliance with Chapter 10 of the Zoning Ordinance, as amended in 2011 above.

2011
City of Chicago
Department of Planning
and Development
100 North Dearborn Street
Chicago, IL 60610

MILESTONE CENTER PHASE II
GERMANTOWN, MARYLAND
MAY, 1985

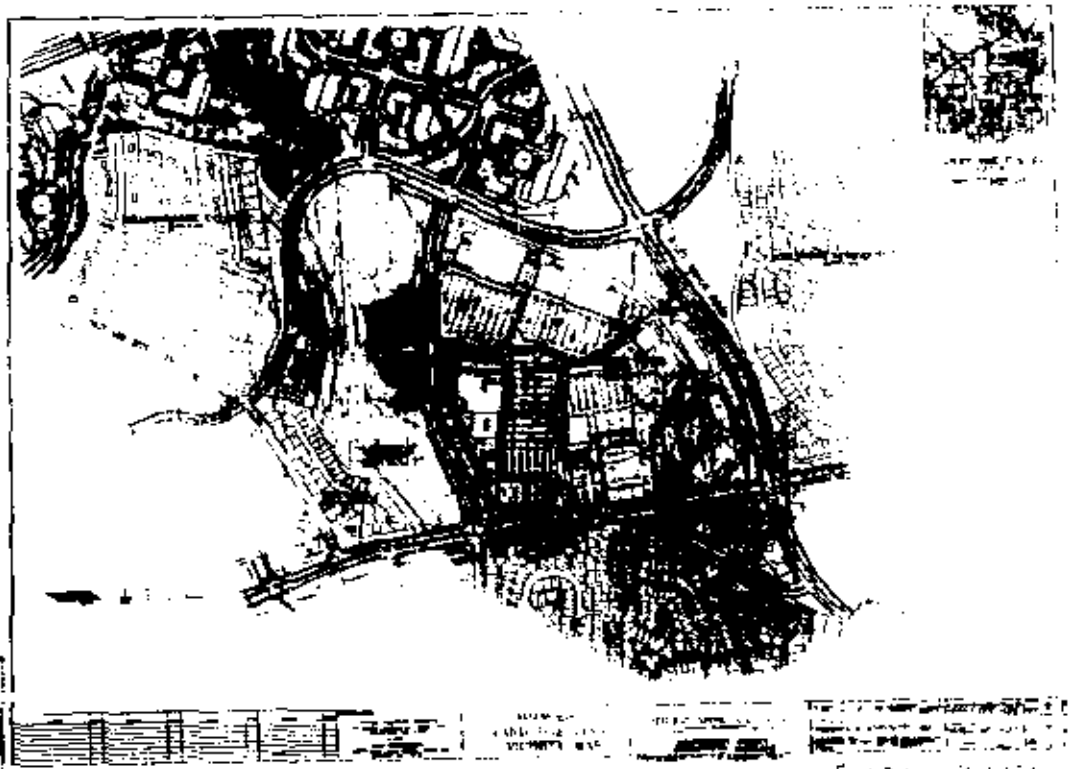
1. OVERALL VIEW

GENERAL NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MARYLAND CONSTRUCTION CODES AND THE FEDERAL HIGHWAY DESIGN MANUAL, 1981 EDITION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE PROTECTED AND DEEPENED AS NECESSARY TO ACCOMMODATE THE PROPOSED CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE APPROPRIATE AGENCIES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES AND MATERIALS USED.
8. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL ADJACENT AREAS.
10. ALL UTILITIES SHALL BE RELOCATED AS NECESSARY TO ACCOMMODATE THE PROPOSED CONSTRUCTION.



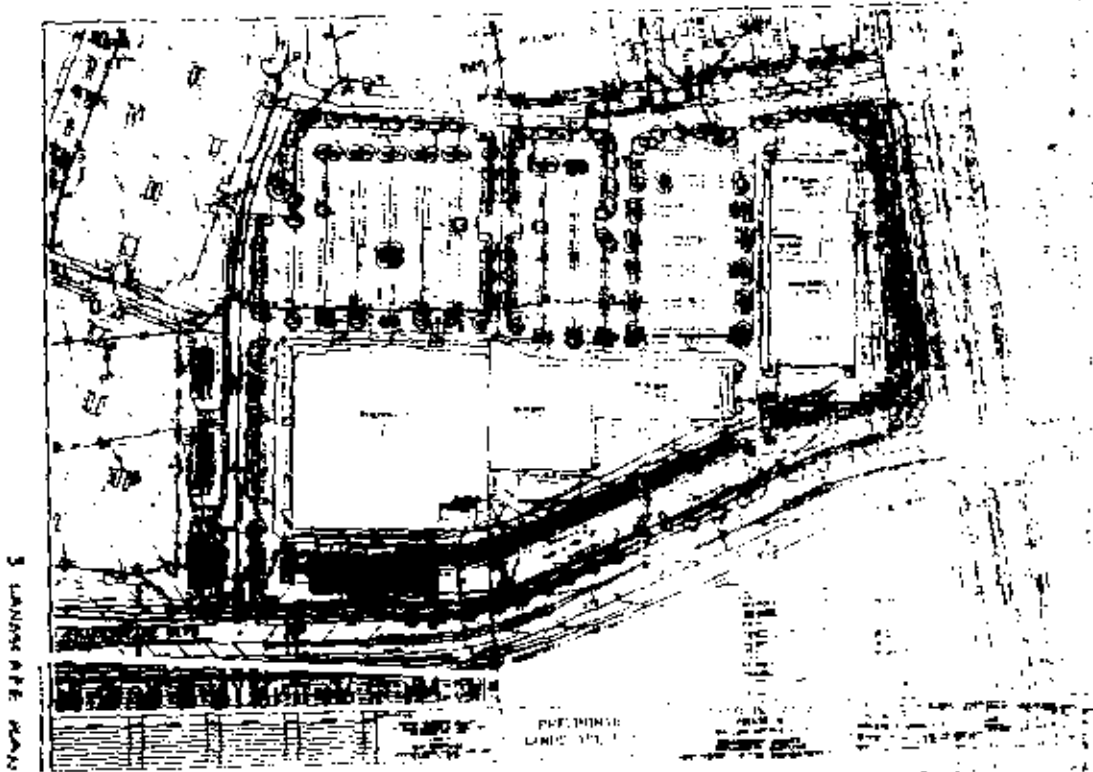
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PLAN VIEW

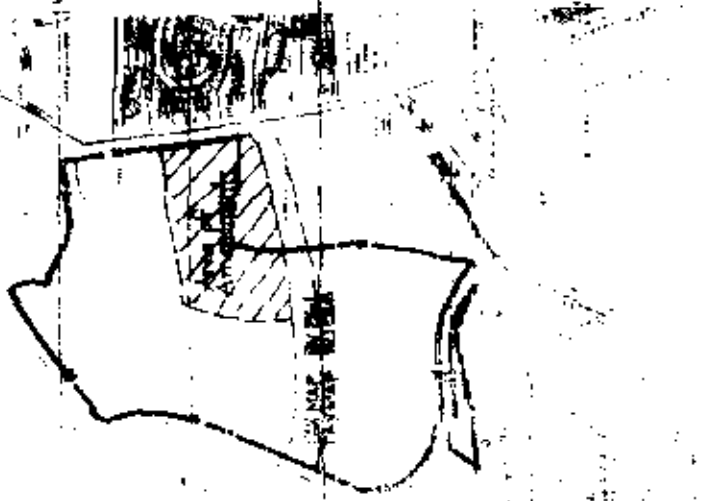
SECTION A-A



3 LANSING AVE. BLDG.

RECEIVED
MAY 1961

Project Plan
8-9-2009
Site Plan
8-9-2009





THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue • Silver Spring, Maryland 20910-3785

Date of mailing: August 4, 1995

Action: Approved Staff Recommendation with Modifications
(Motion of Comm. Richardson, seconded by Comm. Aron, with a vote of 4-0; Comms. Richardson, Aron, Baptiste, and Husmann voting in favor, with Comm. Holmes being absent).

MONTGOMERY COUNTY PLANNING BOARD

OPINION

Preliminary Plan 1-90171
NAME OF PLAN: MILESTONE MALL

On 07-26-90, SOUTH CHARLES REALTY CORP., submitted an application for the approval of a preliminary plan of subdivision of property in the RMX1 zone. The application proposed to create 2 lots on 125.15 ACRES of land. The application was designated Preliminary Plan 1-90171. On 07-20-95, Preliminary Plan 1-90171 was brought before the Montgomery County Planning Board for a public hearing. At the public hearing, the Montgomery County Planning Board heard testimony and received evidence submitted in the record on the application. Based upon the testimony and evidence presented by staff and on the information on the Preliminary Subdivision Application Form attached hereto and made a part hereof, the Montgomery County Planning Board finds Preliminary Plan 1-90171 to be in accordance with the purposes and requirements of the Subdivision Regulations (Chapter 60, Montgomery County Code, as amended) and approves Preliminary Plan 1-90171, subject to the following conditions:

- (1) a. Agreement with Planning Board limiting development to 800,000 square foot retail use and participate in the necessary road improvements as outlined in 1-28-91 Transportation Division memo (as revised on 2-4-91)
- b. The Applicant, as a member of either the Phase IIA or Phase IIB Road Club, shall enter into an agreement with MCDOT to either dedicate and/or reimburse the County within a specified time frame for all planning, design, supervision, and acquisition costs, related to the need by the County to obtain all necessary rights-of-way as needed for the interchange of Father Hurley Boulevard and I-270. Such agreement must be signed by the applicant within three months of the date of the Preliminary Plan approval, but in any event prior to any Site Plan Review by the Planning Board.

Full compliance with this condition will be confirmed by the Planning Board staff. Failure on the part of the applicant to fully execute the agreement in a timely manner shall make approval of this Preliminary Plan null and void. The obligations created by this agreement are intended to condition a Preliminary Plan to the extent that approval of such plan is dependent upon participation in the Phase IIA or Phase IIB Road Club

to this preliminary plan, is attached hereto as "Attachment I" and expressly incorporated herein as an integral part of this written opinion. Together, this opinion and Attachment I as supported by the relevant testimony and evidence of record, constitute the written decision of the Montgomery County Planning Board.

APPENDIX B (Approval Letters)



MONTGOMERY COUNTY PLANNING DEPARTMENT

THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION

November 15, 2011

MEMORANDUM

TO: Molline Smith
Area 3 Division

FROM: Ki H. Kim, Transportation Planner/Coordinator *KHK*
Area 3 Division

SUBJECT: Site Plan No. 81994029D
Walmart Expansion
Germantown

This memorandum represents Transportation Planning staff's Adequate Public Facilities (APF) review and recommendations on the subject site plan application. The application includes 15,863 square feet expansion of the existing Walmart site located within the Milestone Shopping Center in the Germantown East Policy area.

RECOMMENDATION

Based on our review of the site plan and the traffic analysis submitted by the applicant, staff recommends the following conditions as part of the APF test related for approval of the subject site plan application.

1. Total proposed expansion of the Walmart site under the subject site plan application is limited to 15,863 square feet shown on the site plan and analyzed in the traffic study.
2. In order to mitigate the PAMR required 27 peak-hour trips, the applicant must make a lump sum payment of \$305,100.00 prior to obtaining the building permit.

DISCUSSION

Local Area Transportation Review (LATR)

Four intersections were identified as critical intersections affected by the proposed development and were examined in a submitted traffic study to determine whether they meet the applicable congestion standard. The congestion standard for the Germantown East Policy Area is 1,425 Critical Lane Volumes (CLV). The result of the CLV analysis is summarized in Table 1.

Table 1

Intersection Capacity Analysis with CLV During the Peak Hour						
Intersection	Existing		Background		Total	
	AM	PM	AM	PM	AM	PM
Observation Drive/ Shakespeare Boulevard	235	503	337	623	338	629
Site Access/ Shakespeare Boulevard	181	421	201	452	226	517
Amber Ridge Court/ Shakespeare Boulevard	260	694	280	725	284	733
MD 355/ Shakespeare Boulevard	1,087	956	1,107	1,022	1,110	1,036

As shown in the above table, all analyzed intersections are currently operating within acceptable congestion standards and are expected to continue the same for the background and total future development conditions. Therefore, the subject site plan application meets the LATR requirements of the APF review.

Policy Area Mobility Review (PAMR)

The site is located within the Germantown East Policy Area where there is a 50% PAMR trip mitigation requirement according to the Subdivision Staging Policy. The applicant offered to make a lump sum payment of \$305,100.00 to mitigate 27 peak-hour trips which represent 50% of new trips generated by the proposed development. Thus, the subject site plan application meets the PAMR requirements of the APF review.

Site Access and Vehicular/Pedestrian Circulation

Access to the Milestone Center Walmart site is primarily available via two points along Shakespeare Boulevard. No change to the existing access points is proposed in conjunction with the proposed expansion. Staff finds that the existing access points and internal traffic/pedestrian circulation system are adequate.

CONCLUSION

Transportation Planning staff concludes that the subject site plan application for the proposed 15,863-square-foot expansion of the Walmart in the Milestone Shopping Center satisfies the LATR/PAMR requirements of the APF review with conditions described in this memorandum.



DEPARTMENT OF TRANSPORTATION

Isiah Leggett
County Executive

Arthur Holmes, Jr.
Director

August 25, 2011

Mr. Ki Kim, Planner,
Area 3
The Maryland-National Capital
Park & Planning Commission
8787 Georgia Avenue
Silver Spring, Maryland 20910-3760

RE: Walmart Germantown
Site Plan 8-1994029D
Traffic Impact Study Review

Dear Mr. Kim:

We have completed our review of the updated Traffic Impact Study dated July 27, 2011 for the above referenced project prepared by the Traffic Group, Inc. This letter is intended to replace our earlier approval letter dated May 9, 2011. The site is located in the Germantown East Policy Area which has a congestion standard of 1425.

Local Area Transportation Review

We agree that all critical intersections will have acceptable Critical Lane Volumes.

Policy Area Mobility Review

Developments located in the Germantown East Policy Area are subject to a 50 percent mitigation requirement of the new trips generated. For this development and for 27 trips, at the rate of \$11,300.00 per trip, it amounts to a payment of \$305,100.00.

Pedestrian and Bicycle Impact Statement

The document does not appear to provide the Pedestrian and Bicycle Impact Statement (PIS) specified in the approved Local Area Transportation Review Guidelines. Since the report has been accepted for review and sidewalk/ADA ramps already exists on Shakespeare Blvd, we accept the document without need for further changes.

For the consultant's future reference, the following elements should be included in a PIS:

- Although the PIS recommends no improvements, it is recommended that sidewalks adjacent to the site that do not meet current standards for ADA accessibility be widened to a minimum width of 5'.

Division of Traffic Engineering and Operations

100 Edison Park Drive, 4th Floor • Gaithersburg, Maryland 20878
Main Office 240-777-2190 • TTY 240-777-6013 • FAX 240-777-2080
trafficops@montgomerycountymd.gov

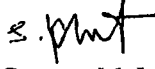
Mr. Ki Kim
Walmart Germantown
August 25, 2011
Page 2

Conclusions

In summary, we find the Walmart Germantown project will pass both LATR and PAMR reviews.

Thank you for the opportunity to review this Traffic Impact Study. If you have any questions or comments regarding this letter, please contact Mr. Sam Farhadi, our Development Review Area Engineer for this vicinity, at sam.farhadi@montgomerycountymd.gov or at (240) 777-2197.

Sincerely,


for Gregory M. Leck, P.E., Manager
Development Review Team

M:\subdivision\FARHAS01\TIS\Walmart Germantown.doc

cc: Joe Caloggero, the Traffic Group Inc.
Glen Kreger; M-NCPPC
Raymond Burns; MSHA EAPD

cc-e: Gary Erenrich; MCDOT DO
Fred Lees; MCDOT DTEO
Mark Terry, MCDOT DTEO
William Haynes, MCDOT DTEO
Bruce Mangum; MCDOT DTEO
Kamal Hamud, MCDOT DTEO
Sam Farhadi, MCDOT DTEO

cc w/doc: Atiq Panjshiri; MCDPS RWPR
Devang Dave; MCDOT DTEO



MONTGOMERY COUNTY PLANNING DEPARTMENT
THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION

July 21, 2011

Mr. Donald Hughes, PE
Bowman Consulting Group, Ltd.
14020 Thunderbolt Place, Suite 300
Chantilly, VA 20151

Re: Forest Conservation Exemption Request
Property Name: Milestone Center - Walmart
Plan Number: 42011225E

Dear Mr. Hughes:

Based on the review by staff of the Montgomery County Planning Department, the Forest Conservation Exemption Request submitted on July 18, 2011 for the plan identified above, is confirmed. The project site is exempt from Article II of the Montgomery County Code, Chapter 22A (Forest Conservation Law), Section 22A-5(t) because the site is a modification to an existing developed property: (1) the modification will not remove more than 5,000 square feet of forest, (2) does not affect any forest in a stream buffer or located on property in a special protection area which must submit a water quality plan and (3) the modification does not require approval of a new subdivision plan.

An on-site pre-construction meeting is required after the limits of disturbance have been staked and flagged, but before any clearing or grading begins. The property owner should contact the Montgomery County Planning Department inspection staff before construction to verify the limits of disturbance. The property owner, construction superintendent, forest conservation inspector, and Department of Permitting Services (DPS) sediment control inspector should attend this pre-construction meeting.

Any changes from the approved exemption request may constitute grounds to rescind or amend any approval actions taken and to take appropriate enforcement actions. If there are any subsequent modifications planned to the approved plan, a separate amendment must be submitted to M-NCPPC for review and approval prior to those activities occurring.

If you have any questions regarding these actions please feel free to contact me at 301-495-4712 or douglas.johnsen@montgomeryplanning.org.

Sincerely,

Doug Johnson, RLA
Development Application and Regulatory Coordination Div.

SEQUENCE OF EVENTS

SEQUENCE OF EVENTS FOR PROPERTY OWNERS REQUIRED TO COMPLY WITH FOREST CONSERVATION AND/OR TREE SAVE PLANS

PRE-CONSTRUCTION

1. AN ON-SITE PRE-CONSTRUCTION MEETING IS REQUIRED AFTER THE LIMITS OF DISTURBANCE HAVE BEEN STAKED AND FLAGGED, BUT BEFORE ANY CLEARING OR GRADING BEGINS. THE PROPERTY OWNER SHOULD CONTACT THE MONTGOMERY COUNTY PLANNING DEPARTMENT INSPECTOR STAFF BEFORE CONSTRUCTION TO VERIFY THE LIMITS OF DISTURBANCE AND DISCUSS TREE PROTECTION AND TREE CARE MEASURES. THE DEVELOPER'S REPRESENTATIVE, CONSTRUCTION SUPERINTENDENT, ISA CERTIFIED ARBORIST OR WASHINGTON-LICENSED TREE EXPERT THAT WILL IMPLEMENT THE TREE PROTECTION MEASURES, FOREST CONSERVATION INSPECTOR, AND DEPARTMENT OF PERMITTING SERVICES (DPS) SEWAGE CONTROL INSPECTOR SHOULD ATTEND THIS PRE-CONSTRUCTION MEETING.

2. NO CLEARING OR GRADING SHALL BEGIN BEFORE STRESS REDUCTION MEASURES HAVE BEEN IMPLEMENTED. APPROPRIATE MEASURES MAY INCLUDE, BUT ARE NOT LIMITED TO:

- A. ROOT PRUNING
- B. CROWN REDUCTION OR PRUNING
- C. WATERING
- D. FERTILIZATION
- E. WOUND REPAIR
- F. WOUND SEALING

MEASURES NOT SPECIFIED ON THE FOREST CONSERVATION PLAN MAY BE REQUIRED AS DETERMINED BY THE FOREST CONSERVATION INSPECTOR IN COORDINATION WITH THE ARBORIST.

3. A MARYLAND-LICENSED TREE EXPERT OR AN INTERNATIONAL SOCIETY OF ARBORICULTURE-CERTIFIED ARBORIST MUST PERFORM ALL STRESS REDUCTION MEASURES. DOCUMENTATION OF STRESS REDUCTION MEASURES MUST BE EITHER OBSERVED BY THE FOREST CONSERVATION INSPECTOR OR SENT TO THE INSPECTOR AT 8787 GEORGIA AVENUE, SUITE 400, SPRINGFIELD, MD 20781. THE FOREST CONSERVATION INSPECTOR WILL DETERMINE THE EXACT METHOD TO CONVEY THE STRESS REDUCTIONS MEASURES DURING THE PRE-CONSTRUCTION MEETING.

4. TEMPORARY TREE PROTECTION DEVICES SHALL BE INSTALLED PER THE FOREST CONSERVATION PLAN/TREE SAVE PLAN AND PRIOR TO ANY CONSTRUCTION ACTIVITIES. TREE PROTECTION FENCING LOCATIONS SHOULD BE STAKED PRIOR TO THE PRE-CONSTRUCTION MEETING. THE FOREST CONSERVATION INSPECTOR, IN COORDINATION WITH THE DPS SEWAGE CONTROL INSPECTOR, MAY MAKE FIELD ADJUSTMENTS TO INCREASE THE SURVIVABILITY OF TREES AND FOREST SHOWN AS SAVED ON THE APPROVED PLAN. TEMPORARY TREE PROTECT DEVICES MAY INCLUDE:

- A. CHAIN LINK FENCE (FOUR FEET HIGH)
- B. SUPER SITE FENCE WITH WIRE STRING BETWEEN SUPPORT POLES (MINIMUM 4 FEET HIGH) WITH HIGH VISIBILITY FLAGGING
- C. 1 1/2" GAUGE, 2" INCH X 4" INCH WELDED WIRE FENCING SUPPORTED BY STEEL T-BAR POSTS (MINIMUM 4 FEET HIGH) WITH HIGH VISIBILITY FLAGGING

5. TEMPORARY PROTECTION DEVICES SHALL BE MAINTAINED AND INSTALLED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION PROJECT AND MUST NOT BE ALTERED WITHOUT PRIOR APPROVAL FROM THE FOREST CONSERVATION INSPECTOR. NO EQUIPMENT, TRUCKS, MATERIALS, OR DEBRIS MAY BE STORED WITHIN THE TREE PROTECTION FENCE AREAS DURING THE ENTIRE CONSTRUCTION PROJECT. NO VEHICLE OR EQUIPMENT ACCESS TO THE PROTECTED TREE PROTECTION SHALL NOT BE REMOVED WITHOUT PRIOR APPROVAL OF FOREST CONSERVATION INSPECTOR.

6. FOREST RETENTION AREA SIGNS SHALL BE INSTALLED AS REQUIRED BY THE FOREST CONSERVATION INSPECTOR, OR AS SHOWN ON THE APPROVED PLAN.

7. LONG-TERM PROTECTION DEVICES WILL BE INSTALLED PER THE FOREST CONSERVATION PLAN/TREE SAVE PLAN AND ATTACHED DETAILS. INSTALLATION WILL OCCUR AT THE APPROPRIATE TIME DURING THE CONSTRUCTION PROJECT. REFER TO THE PLAN DRAWINGS FOR LONG-TERM PROTECTION MEASURES TO BE INSTALLED.

DURING CONSTRUCTION

8. PERIODIC INSPECTIONS BY THE FOREST CONSERVATION INSPECTOR WILL OCCUR DURING THE CONSTRUCTION PROJECT. CORRECTIONS AND REPAIRS TO ALL TREE PROTECTION DEVICES, AS DETERMINED BY THE FOREST CONSERVATION INSPECTOR, MUST BE MADE WITHIN THE TIMEFRAME ESTABLISHED BY THE INSPECTOR.

POST-CONSTRUCTION

9. AFTER CONSTRUCTION IS COMPLETED, AN INSPECTION SHALL BE REQUESTED. CORRECTIVE MEASURES MAY INCLUDE:

- A. REMOVAL AND REPLACEMENT OF DEAD AND DYING TREES
- B. PRUNING OF DEAD OR Dying BRANCHES
- C. SOIL AERATION
- D. FERTILIZATION
- E. WATERING
- F. WOUND REPAIR
- G. CLEAN UP OF RETENTION AREAS

10. AFTER INSPECTION AND COMPLETION OF CORRECTIVE MEASURES HAVE BEEN UNDERTAKEN, ALL TEMPORARY PROTECTION DEVICES SHALL BE REMOVED FROM THE SITE. REMOVAL OF TREE PROTECTION DEVICES THAT ALSO OPERATE FOR EROSION AND SEDIMENT CONTROL MUST BE COORDINATED WITH BOTH THE DEPARTMENT OF PERMITTING SERVICES AND THE FOREST CONSERVATION INSPECTOR. NO ADDITIONAL GRADING, SOODING, OR BUREAU MAY TAKE PLACE AFTER THE TREE PROTECTION FENCING IS REMOVED.

INSPECTION REQUIREMENTS

ALL FIELD INSPECTIONS MUST BE REQUESTED BY THE APPLICANT. INSPECTIONS MUST BE CONDUCTED AS FOLLOWS:

TREE SAVE PLANS AND FOREST CONSERVATION PLANS WITHOUT PLANTING REQUIREMENTS

1. AFTER THE LIMITS OF DISTURBANCE HAVE BEEN STAKED AND FLAGGED, BUT BEFORE ANY CLEARING OR GRADING BEGINS.
2. AFTER NECESSARY STRESS REDUCTION MEASURES HAVE BEEN COMPLETED AND PROTECTION MEASURES HAVE BEEN INSTALLED, BUT BEFORE ANY CLEARING AND GRADING BEGINS.
3. AFTER COMPLETION OF ALL CONSTRUCTION ACTIVITIES, BUT BEFORE REMOVAL OF TREE PROTECTION FENCING, TO DETERMINE THE LEVEL OF COMPLIANCE WITH THE PROVISIONS OF THE FOREST CONSERVATION PLAN.

ADDITIONAL REQUIREMENTS FOR PLANS WITH PLANTING REQUIREMENTS

4. BEFORE THE START OF ANY REQUIRED REFORESTATION AND AFForestation PLANTING.
5. AFTER THE REQUIRED REFORESTATION AND AFForestation PLANTING HAS BEEN COMPLETED TO VERIFY THAT THE PLANTING IS ACCEPTABLE AND PRIOR TO THE START OF THE MAINTENANCE PERIOD.
6. AT THE END OF THE MAINTENANCE PERIOD TO DETERMINE THE LEVEL OF COMPLIANCE WITH THE PROVISIONS OF THE PLANTING PLAN, AND IF APPROPRIATE, RELEASE OF THE PERFORMANCE BOND.

FOREST CONSERVATION NARRATIVE STATEMENT

WITH THIS SITE PLAN, WALMART IS PROPOSING THE ADDITION OF APPROXIMATELY 13,000 S.F. OF BUILDING AREA, SITE ADJUSTMENTS INCLUDE PARKING, DRIVE AISLE AND LANDSCAPE MODIFICATIONS TO ACCOMMODATE THE ADDITIONAL BUILDING AREA.

PROPOSED IMPROVEMENTS INCLUDE THE REMOVAL OF THIRTY EIGHT (38) INDIVIDUAL PARKING LOT TREES. IN ACCORDANCE WITH THE SITE LANDSCAPE PLAN, ALL TREES TO BE REMOVED ARE TO BE REPLACED IN KIND WITH THIRTY EIGHT (38), 3" CALIPER TREES OF A SIMILAR SPECIES.

PER THE DEFINITIONS SET FORTH IN CHAPTER 22A, ARTICLE 1 OF THE MONTGOMERY COUNTY FOREST CONSERVATION LAW, THERE IS CURRENTLY NO EXISTING FOREST ON THE PROPERTY. IN ADDITION, THERE ARE NO TREES 2 1/2 INCHES DBH AND GREATER, SPECIMEN TREES, OR CHAMPION TREES LOCATED ON THE SITE.

FOREST CONSERVATION EXEMPTION REQUEST

AN EXEMPTION FROM THE SITE'S FOREST CONSERVATION REQUIREMENTS TO INCLUDE TREE REMOVAL, AS SET FORTH IN MONTGOMERY COUNTY FOREST CONSERVATION LAW, DOES NOT APPLY TO A MODIFICATION TO EXISTING DEVELOPED PROPERTY IF:

(1) NO MORE THAN 5,000 S.F. OF FOREST WILL BE CLEARED;

JUSTIFICATION: PER THE DEFINITIONS SET FORTH IN THE CHAPTER 22A, ARTICLE 1 OF THE MONTGOMERY COUNTY FOREST CONSERVATION LAW, THERE IS CURRENTLY NO EXISTING FOREST ON THE PROPERTY. 0 AC OF FOREST WILL BE REMOVED.

(2) THE MODIFICATION DOES NOT AFFECT ANY FOREST IN A STREAM BUFFER OR LOCATED ON PROPERTY IN A SPECIAL PROTECTION AREA WHICH MUST SUBMIT A WATER QUALITY PLAN;

JUSTIFICATION: THERE IS CURRENTLY NO EXISTING FOREST, PERENNIAL/INTERMITTENT STREAMS OR ASSOCIATED BUFFERS, OR SPECIAL PROTECTION/PRIMARY MANAGEMENT AREAS ON THE PROPERTY. THEREFORE NO WATER QUALITY PLAN IS REQUIRED. 0 AC OF FOREST WILL BE REMOVED IN STREAM BUFFERS.

(3) THE MODIFICATION DOES NOT REQUIRE APPROVAL OF A NEW SUBDIVISION PLAN.

JUSTIFICATION: SITE MODIFICATIONS DO NOT REQUIRE APPROVAL OF A NEW SUBDIVISION PLAN.

RESOURCE DATA TABLE

ACREAGE OF EXISTING WETLANDS	ACREAGE OF EXISTING FLOODPLAINS	ACREAGE OF FOREST IN EXISTING FLOODPLAINS	ACREAGE OF EXISTING STREAM BUFFERS	ACREAGE OF FOREST IN EXISTING STREAM BUFFERS
0	0	0	0	0

MARYLAND DNR RTE LETTER



June 9, 2011

Mr. Gregg D. Eberty
Business Consulting Group, Ltd.
14020 Thunderbolt Place, Suite 100
Chantilly, VA 20151

RE: Environmental Review for 30000sq ft Walmart Center, 20014 Frederick Road, Germantown, Montgomery County, Maryland

Dear Mr. Eberty:

The Wildlife and Heritage Service has determined that there are no State or Federal records for you, applicant or assignee/guest within the boundaries of the project site as delineated. However, we would like to bring to your attention that this project site is located immediately upstream of a site known as Chantilly Creek which is designated as a National Wetland of Special Status Category. Chantilly Creek is known to support the following state-listed plant species:

State-listed Plant Species	Common Name	State Status
Asplenium platyneuron	Rock-crevice	Threatened
Compositum canadense	Canada Thistle	Threatened
Carex lasiocarpa	Wetland's Sedge	Threatened

In order to reduce the likelihood of adverse impacts to these listed species and their wetland habitat, we would encourage the applicant to voluntarily address to all appropriate best management practices for wetlands and streams located during all phases of construction. Any activities that may alter the hydrology of this wetland system should be avoided.

Thank you for allowing us the opportunity to review this project. If you should have any further questions regarding this submission, please contact us at (410) 386-8171.

Sincerely,

Lisa A. Ryan
Departmental Review Coordinator
Wildlife and Heritage Service
MD Dept. of Natural Resources

File # 2011-0471
CA: D. Deane, DNR

Forest State Office Building - 300 Taylor Avenue - Annapolis, Maryland 21401
410-386-8200 or toll free at Maryland 877-686-8200 - TDD: 410-386-8200 - TTY: Voice Call to the Maryland Relay

SITE DATA & NOTES

1. OWNER/DEVELOPER: WAL-MART STORES, INC. 2001 SE 10TH ST BENTONVILLE, AR 72716
2. PLAN PREPARED: BOHMAN CONSULTING 14020 THUNDERBOLT PL SUITE 100 CHANTILLY, VA 20151
3. TAX MAP: E161
4. TAX ACCOUNT #: 03107893
5. TOTAL TRACT AREA: 15.32 AC
6. CURRENT ZONING: RMX-3
7. PROPOSED ZONING: RMX-3
8. SUBJECT PROPERTY: 1 THE GENERAL STORE
9. THE SUBJECT PROPERTY TOPOGRAPHIC AND PLANNING INFORMATION HAS BEEN PROVIDED BY BOHMAN CONSULTING GROUP, LTD. (BCG), MAY, 2009.
10. FIELD INVESTIGATION WAS CONDUCTED BY GREGG D. EBERTY (RLA) OF BCG ON JULY 15, 2010.
11. THERE ARE NO SPECIAL PROTECTION OR PRIMARY MANAGEMENT AREAS ON THE PROPERTY.
12. THERE ARE NO PERENNIAL OR INTERMITTENT STREAMS OR ASSOCIATED BUFFERS ON THE PROPERTY.
13. THERE IS NO 100-YEAR FLOODPLAIN OR ASSOCIATED BUFFERS ON THE PROPERTY.
14. THERE ARE NO WETLANDS OR ASSOCIATED BUFFERS ON THE PROPERTY.
15. BASED ON MARYLAND'S ENVIRONMENTAL RESOURCES & LAND INFORMATION NETWORK (MERLIN), THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A CRITICAL AREA AND THERE ARE NO SENSITIVE HABITATS OR OCCURRENCES OF RARE, THREATENED OR ENDANGERED SPECIES ON, OR IN THE VICINITY OF THE PROPERTY. SEE DNR CORRESPONDENCE.
16. THERE ARE NO CULTURAL FEATURES AND/OR HISTORICAL FEATURES ASSOCIATED WITH THIS SITE.
17. PER THE DEFINITIONS SET FORTH IN THE CHAPTER 22A, ARTICLE 1 OF THE MONTGOMERY COUNTY FOREST CONSERVATION LAW, THERE IS CURRENTLY NO EXISTING FOREST ON THE PROPERTY.
18. THERE ARE NO TREES 2 1/2 INCHES DBH AND GREATER, SPECIMEN TREES OR CHAMPION TREES LOCATED ON THE SITE.
19. THIS SIMPLIFIED NR/FS WAS PREPARED IN ACCORDANCE WITH CHAPTER 22A OF THE MONTGOMERY COUNTY CODE AND THE TECHNICAL TREE MANUAL, THIRD EDITION 1997.
20. TREE DIAMETERS WERE MEASURED USING A FORESTRY DIAMETER TAPE.

REVISIONS	BY
4/27/11	EDR
1ST SUBMISSION	
7/15/11	EDR
2ND SUBMISSION	

Bohman Consulting Group, Ltd.
14020 Thunderbolt Pl, Suite 100
Chantilly, VA 20151
Tel: 703.481.7700
Fax: 703.481.7700
www.bohmanconsulting.com



20014 Frederick Road, Germantown, MD 20874
SUPERCENTER #2887-04
GERMANTOWN, MONTGOMERY COUNTY, MARYLAND
WAL-MART STORES, INC.
2001 SE 10TH STREET
BENTONVILLE, AR 72716

Walmart

DESIGN DRAWN BY: GREGG D. EBERTY
DATE: 7/15/11
SCALE: AS SHOWN
PROJECT NO: 2011-0471

SIMPLIFIED NR/FS



RECEIVED
MAR 07 2011

BY:

DEPARTMENT OF PERMITTING SERVICES

Isiah Leggett
County Executive

Carla Reid
Director

March 2, 2011

J.B. Spaulding
Bowman Consulting Group
14020 Thunderbolt Place, Suite 300
Chantilly, VA 20151

Re: Stormwater Management **CONCEPT** Request
for Germantown Wal-Mart
Preliminary Plan #: 1-90171
SM File #: 239633
Tract Size/Zone: 15.32 RMX-3
Total Concept Area: 3.14ac
Lots/Block: 1
Parcel(s): N/A
Watershed: Little Seneca Creek

Dear Mr. Spaulding:

Based on a review by the Department of Permitting Services Review Staff, the stormwater management concept for the above mentioned site is **acceptable**. The stormwater management concept consists of on-site Environmental Site Design (ESD) via the use of micro biofiltration and off site treatment via the existing developments stormwater management structures.

The following **item(s)/condition(s)** will need to be addressed **during/prior to** the detailed sediment control/stormwater management plan stage:

1. Prior to permanent vegetative stabilization, all disturbed areas must be topsoiled per the latest Montgomery County Standards and Specifications for Topsoiling.
2. A detailed review of the stormwater management computations will occur at the time of detailed plan review.
3. An engineered sediment control plan must be submitted for this development.

This list may not be all-inclusive and may change based on available information at the time.

Payment of a stormwater management contribution in accordance with Section 2 of the Stormwater Management Regulation 4-90 is not required.

This letter must appear on the sediment control/stormwater management plan at its initial submittal. The concept approval is based on all stormwater management structures being located outside of the Public Utility Easement, the Public Improvement Easement, and the Public Right of Way unless specifically approved on the concept plan. Any divergence from the information provided to this office; or additional information received during the development process; or a change in an applicable Executive Regulation may constitute grounds to rescind or amend any approval actions taken, and to reevaluate the site for additional or amended stormwater management requirements. If there are subsequent additions or modifications to the development, a separate concept request shall be required.

If you have any questions regarding these actions, please feel free to contact Thomas Weedon at 240-777-6309.

Sincerely,


Richard R. Brush, Manager
Water Resources Section
Division of Land Development Services

RRB:ta CN 239633

cc: C. Conlon
M. Pfefferle
SM File # 239633

QN - On Site; Acres: .6 ac
QL - On Site; Acres: .6 ac
Recharge is provided

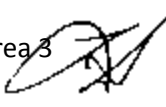


MONTGOMERY COUNTY PLANNING DEPARTMENT

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

MEMORANDUM

TO: Molline Smith, Senior Planner, Area 3

FROM: Leslie Saville, Senior Planner, Area 3 

RE: Master Plan Comments
Wal-Mart, Site Plan Amendment, 81994029D

DATE: January 5, 2012

Wal-Mart (site plan amendment 81994029D) falls within the area of Germantown covered by the 2009 Germantown Employment Area Sector Plan which provides the guidance excerpted and discussed below. The proposal is generally consistent with the Sector Plan, though staff recommends increasing the proposed tree canopy and plantings in the parking lot area to provide some improvement to water quality and especially to protect the Germantown Bog, which is a Wetland of Special State Concern.

Excerpts and discussions:

- *This Plan establishes a vision that will transform Germantown's central employment corridor into a vibrant town center and mixed-use uptown districts. The Germantown of the future will be the center of business and community life in upper Montgomery County (Germantown's Future, p. 8).*

Wal-Mart is currently a part of the community life in Germantown, and staff expects the proposed expansion to continue to support that vision.

- *The Plan's recommendations:*
 - *Complete the economic core envisioned in the General Plan*
 - *Increase employment...*
 - *Pursue design quality and sustainability in the public and private realms... (Germantown's Future, p. 9).*

The 2009 Plan did not anticipate the redevelopment of Milestone Center to add it to the economic core of Germantown. The Plan's Technical Appendix shows that Wal-Mart was the sixth largest employer in Germantown in 2008 (Technical Appendices, p. 49). The expansion of Wal-Mart will increase employment by approximately 60 full time and 40 part time jobs. The majority of the store exists currently, so there will be a limited impact on design quality and sustainability.

- *Key Recommendations:*
 - *Create Germantown as a Corridor City with a quality of place that makes it the up-County’s commercial hub...*
 - *Create transit-served, mixed use neighborhoods that include public facilities, enhance existing communities and shape new ones, using references to Germantown’s history and natural features. Infilling with connections, public facilities, and mixed uses will build distinct communities.*
 - *Encourage high-quality design that enhances character and identity. Distinct neighborhoods, green streets, and attractive urban spaces with historic and cultural references will give Germantown a strong sense of place. High quality design is expected for public and private developments (Key Recommendations, p. 10).*

Wal-Mart and the Milestone Center are currently a large part of the commercial hub of Germantown; no change to that is proposed.

The location of the Germantown Wal-Mart is about one-third of a mile away from the future Seneca Meadows Station—the Sector Plan envisions the core of this station area to be closer to the station, not at this location.

The design of this addition has not been tailored to Germantown, and thus has limited value in creating quality of place and enhancing character and identity, as envisioned by the Sector Plan.

- *This Plan builds a pattern of density focused at the Town Center, stepping down to surrounding communities. The overall pattern will be:*
 - *Concentrate the highest density, 2.0 FAR, at the Town Center transit station*
 - *Development most of the employment corridor properties and the MARC station area with mixed uses at an average density of 1.0 FAR*
 - *Limit the average density to 1.0 FAR for transit-served properties north of MD 27 that adjoin existing residential communities*
 - *Develop areas not served by the CCT or MARC at average densities of 0.3 to 0.5 FAR (Land Use, p. 18).*

The proposed increase brings the FAR to about 0.25, which is slightly below the recommendations.

- *This Plan redirects the character of land use in the Germantown employment corridor from a suburban pattern of low-rise buildings and large areas of surface parking into compact, walkable places with lively streets, activating uses, businesses and houses (Urban Form, p. 21).*

This addition continues the suburban pattern of low-rise buildings and large areas of surface parking. The Sector Plan’s discussion on redevelopment of this site is below.

- *Locate buildings adjacent to the street to form a building line of the sidewalk and street that form public spaces. Provide front entrances along the street to improve pedestrian convenience, activate the street, and reduce walking distances. Provide street level retail uses along streets where street activity is desired. Place retail, restaurants, and other uses at highly visible locations along boulevards and main streets and adjacent to urban open spaces to add vitality and convenience. Design retail storefronts with large, clear glass windows for merchandise display that promote retailing and add visual interest to the street (Urban Form, p. 21).*

The proposed addition is too small to re-orient the existing building to a street, though it is close to a drive aisle. The current building has very limited windows; this is an opportunity to increase the window area and the visual interest of the front of the store.

- *Orient buildings along the street with articulated facades and architectural elements that de-emphasize horizontal mass and bulk....Establish a building line to frame the sidewalk and define the street by placing the building adjacent to the sidewalk with a minimum setback, except where outdoor cafes or other outdoor space are proposed. On the first floor of buildings with activating uses, provide significantly sized windows to create an interesting pedestrian experience and improve visibility of the first floor uses. Interior lighting should animate the street and public spaces during nighttime hours....Use a minimum building height of three stories, where feasible, to enhance value, efficiency, and compactness....Provide varied building heights and roof designs to create a visually interesting skyline.... Locate parking on the street, in mid-block structures or in structures lined with street activating uses. Surface parking, where necessary, should be located behind or to the side of development and screened with building extensions, low walls, or evergreen hedges.... Parking should not exceed the minimum required in the Zoning Ordinance. Encourage shared use parking... (Urban Form, p. 22).*

The table below breaks down the responses to these Urban Form recommendations.

Recommendation	Status	Comments
Orient buildings to street	Not done	Addition too small to reach the street (see previous)
Articulate façade	Slight improvement	The two entry extensions add two new articulations
De-emphasize horizontal mass and bulk	Slight improvement	The articulated entry extensions slightly de-emphasize the mass and bulk
Establish a building line to frame the sidewalk and define the street	Unchanged	The building is not on a street. The sidewalk along the front of the building connects to a lead-in sidewalk from Shakespeare Blvd.
Provide significantly-sized windows	Slight improvement	The existing windows will remain and the glass entries will be enhanced
Interior lighting should animate the street	Adequate	Lighting at the new entrances will be about nine footcandles. Existing levels are not known
Use a minimum height of three stories where feasible	Not done	Addition is too small to make this feasible
Provide varied building heights and roof designs	Improvement	The rooflines of the new entries are adding articulation to the facade
Locate parking on the street, in mid-block structures or in structures lined with street activating uses	Not done	Parking is being removed, not added
Surface parking should be located behind or to the side of development and screened	Not done	Parking is being removed, not moved. Screening should be enhanced
Parking should not exceed the	Done	Parking on this site has been reduced to the

Recommendation	Status	Comments
minimum requirement		minimum; parking for the Milestone Center has been reduced
Encourage shared use parking	Not done	No change of use is proposed

- *An eastern segment of the CCT will cross I-270 from south of the Cloverleaf station to Seneca Meadows Parkway and the future Seneca Meadows station. The transit alignment then turns north crossing over MD 27 to the location where the western alignment and eastern alignment rejoin, just west of the Dorsey Mill station (Transportation, p. 31).*

Wal-Mart is located about one-third of a mile from the future Seneca Meadows station, on foot.

- *Parking policy should encourage transit ridership, require fewer parking spaces, and take advantage of shared parking (Transportation, p. 33).*

The existing parking is being reduced by this proposal. In addition, there is currently a Park and Ride within the Milestone Center just north of Wal-Mart’s parking, and it appears that there may be some slight spillover onto this property.

- *Protection of water quality in tributaries of Little Seneca Lake requires special attention to the effects of development on stream buffers and enhancing water quality. Little Seneca Lake is an important regional recreational resource and emergency water supply for the Washington Region. Stormwater must be managed with techniques that intercept, retain, infiltrate, treat, and re-use stormwater at multiple points throughout the development. Stormwater management should be dispersed rather than concentrated in regional stormwater facilities (Environmental Framework, p. 40).*

Water quality improvements are anticipated by the new stormwater facilities being proposed.

- *Watershed tree cover greater than 45 percent has been correlated with good to excellent stream health, as measured by biological indicators. An analysis of the Sector Plan area shows that canopy coverage of at least 31 percent is achievable....Increase overall forest and tree canopy coverage from the 2008 level of 20 percent to 30 to 40 percent by 2038. Identify opportunities for forest restoration along streams and wetlands, and target mitigation efforts to these areas during the development review process, especially where forested buffers can be connected. Target unforested road sections for tree plantings (Forest Resources and Urban Tree Canopy, p. 40).*

The existing trees on site provide some canopy, but a greater amount is recommended. The proposal should add more shade trees and plantings to islands and along the peripheral areas to the greatest possible extent.

- *In total, wetlands account for about 88 acres, or just below four percent, of the total acreage of the study area. Surveyed wetlands include the Germantown Bog, which is a Wetland of Special State Concern. Protect wetlands and their associated buffers—including springs and seeps—by using conservation easements during the development review process. Restore and/or enhance*

such wetlands by ensuring adequate hydrology to support the wetlands and their functions (Wetland Resources, p. 40).

The Germantown Bog is protected by a maintenance agreement which will continue in force.

- *Stormwater*
 - *Minimize stormwater runoff using site design techniques such as vegetated riparian buffers, urban tree canopy, and minimizing impervious surfaces. Where development proposals contain extensive areas of impervious surfaces, reduce the amount of imperviousness by using higher buildings, clustering uses, and underground or structured parking...*
 - *Minimize impacts with comprehensive stormwater management approaches, including green roofs, rain gardens, innovative stormwater outfalls, green streets, cisterns, rain barrels, grass swales, street trees, vault retention and infiltration systems, and stream restoration to the fullest extent possible during the development review process (Stormwater, p. 41).*

Clustering or increasing heights aren't feasible options for a modification such as this. However, the stormwater being proposed does add quality controls. Where they can be accommodated, enhancements such as grass swales and additional trees are recommended.

- *The Seneca Meadows/Milestone District*
 - *Support the Milestone Regional Shopping Center and Neelsville Village Center as the Germantown-Clarksburg destination retail center. Redevelopment is unlikely given the fragmented ownership. If ownership consolidates, a coordinated redevelopment option may be proposed that meets the existing RMX Zone density standards of 0.5 FAR. With redevelopment, ass residential uses and urban open space in a compact urban form with structured parking.*
 - *Design stormwater management, in coordination with the Montgomery County Department of Permitting Services and the Montgomery County Department of Environmental Protections, to protect the Germantown Bog (District Recommendations, p. 67).*

Updating the aging Wal-Mart will support the Milestone Center, and help it to remain a destination retail center. The stormwater concept approval for the update is providing controls that don't currently exist, and thus will further protect the Germantown Bog.

APPENDIX C (Shared Parking Agreement)

13760-569

18 15750.500

041395
081595
091495
092095
102395
110395

Schedule B II
Section
Exception 21F

FILED
HOLLY Q. RUIH
CLERKS OFFICE
MONTGOMERY COUNTY, MO.

95 NOV 16 A 11:56 B

**SUPPLEMENTARY
DECLARATION OF COVENANTS
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR LAND BAY 1 - MILESTONE CENTER**

CLTIC

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**SUPPLEMENTARY
DECLARATION OF COVENANTS
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR LAND BAY 1 - MILESTONE CENTER**

THIS SUPPLEMENTARY DECLARATION, is made as of this _____ day of _____ 1995, by GERMANTOWN-SENECA JOINT VENTURE, a Maryland general partnership ("Declarant") and MILESTONE COMMERCIAL CENTER ASSOCIATION, INC., a Maryland nonstock corporation (the "Association").

RECITALS:

A. Reference is made to that certain Declaration of Covenants, Conditions, Easements and Restrictions recorded among the land records of the Clerk of the Circuit Court for Montgomery County, Maryland on November __, 1995 as Instrument No. _____ (the "Declaration"). Capitalized terms used in this agreement which are not otherwise defined herein, but are defined in the Declaration shall have the same meaning as set forth in the Declaration.

B. Consistent with the Declaration, the Declarant has divided the Land into Land Bays. One of the Land Bays is more particularly described on Exhibit "A", attached hereto and made a part hereof. The portion of Land described on Exhibit "A" is hereinafter referred to as "Land Bay 1".

C. The Declarant deems it desirable and in the best interests of all the Owners and Occupants of Land Bay 1 to (i) protect the value and desirability of Land Bay 1 by providing for the development of a common Parking Area for the common use of Land Bay 1; and (ii) provide uniform standards and requirements for the maintenance of the Shared Area (defined in Section 1.5).

D. The Declarant further desires and intends that the Owners, Occupants and Mortgagees acquiring any Parcels located in Land Bay 1 or any interest therein, shall, during the term of the Declaration, hold their individual Parcels and interests in Land Bay 1 subject to the terms, covenants, conditions, restrictions, easements, liens, rights, burdens, uses, and privileges hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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ARTICLE 1 - DEFINITIONS

Capitalized terms used herein shall have the meanings specified for such terms below:

Section 1.1 Allocable Share.

Each Owner's respective "**Allocable Share**" of Maintenance Costs (defined in Section 1.3) shall be the result obtained by multiplying the given calendar year's Maintenance Costs by a fraction, the numerator being the number of Assessment Units allocated to such Owner's Parcel, the denominator of which being the total number of Assessment Units for the Parcels in Land Bay 1 for which the Manager is providing the services outlined in Section 5.1 hereof.

Section 1.2 Land Bay Management Fee.

"**Land Bay Management Fee**" means the annual fee payable to the Manager equal to five percent (5%) of the Maintenance Costs exclusive of insurance, utilities and real estate taxes, if any, which are included in the determination of Maintenance Costs.

Section 1.3 Maintenance Costs.

"**Maintenance Costs**" means all direct and reasonable costs, expenses and other charges during a calendar year incurred or paid on behalf of the Association, Declarant and/or the Manager in connection with the operation, maintenance, management, administration, security, insurance, and repair and replacement of the Shared Area together with the Land Bay Management Fee. Maintenance Costs shall be determined in accordance with generally accepted accounting principles. Maintenance Costs shall not include, and there shall be subtracted from the Maintenance Costs to the extent included therein, all of the costs or expenses associated with the following: (i) any fees to the Manager or any other person for management or administration of the Shared Area which, in the aggregate, are in excess of the Land Bay Management Fee; (ii) the cost of repairs or restoration of damaged or destroyed portions of the Shared Area which are paid from insurance proceeds from policies (or self insurance programs) maintained by the Declarant, the Association or any other Owner or Occupant, or damages paid to a third party; (iii) the cost of items which are considered capital improvements under generally accepted accounting principles; (iv) the cost of repairs or replacements performed under warranties or guarantees which apply to the item being repaired or replaced; (v) charges for utilities (such as electric, water, sanitary sewer or telephone) which are applicable to the maintenance of the Parking Area on Land Bay 1; (vi) charges for the lighting of the Shared Area on Land Bay 1; (vii) any construction, repairs or

replacements performed in connection with the initial construction of the Shared Area and/or any expansions thereof; (viii) personal property, real estate and other taxes assessed against the Shared Area or improvements thereon; (ix) any costs related, directly or indirectly, to the maintenance of any building; (x) any costs which are attributable solely to an Occupant of Land Bay 1 or any other Land Bay, which are not needed for normal and customary maintenance of the Shared Area which are requested by any existing or prospective Occupant or which are for the exclusive benefit of such Occupant (e.g. costs associated with shopping cart corrals); (xi) the cost of any repair to remedy damage caused by or resulting from the negligence of any Occupant, including their agents, contractors, servants, licensees, and employees; (xii) reserves for anticipated future expenses (however reserves are permitted if approved as part of the Annual Budget for the Maintenance Costs); (xiii) all interest or penalties incurred as a result of the failure of the Declarant, Association or Manager to pay bills as the same shall become due; (xiv) any costs for services included in the Maintenance Costs which exceeds the prevailing market costs for such services; (xv) any costs associated with the maintenance of any unimproved Parcel within Land Bay 1 or any Parcel which is not part of Land Bay 1; (xvi) any costs related to marketing or advertising; (xvii) costs associated with and financing or loans; and (xviii) all Common Area Maintenance Costs paid or incurred by the Association pursuant to the Declaration.

Section 1.4 Supplementary Declaration.

"**Supplementary Declaration**" means this Supplementary Declaration and shall also include any and all amendments hereto, made in accordance with Article 7 hereof.

Section 1.5 Shared Area.

"**Shared Area**" collectively refers to the following: (a) the Parking Area now or hereinafter located on Land Bay 1; (b) sidewalks and walkways now or hereinafter located outside all buildings now or hereinafter on Land Bay 1, including sidewalks and walkways providing pedestrian access to and ingress and egress to and from the Parking Area located on Land Bay 1; (c) landscaped and planted areas (including areas located within the sidewalks surrounding the perimeter of a building ("**Perimeter Landscaping**") now or hereinafter located on Land Bay 1; and (d) all curbs and lighting standards, traffic and directional signs and traffic striping and markings now or hereinafter located within the Parking Area located on Land Bay 1.

Notwithstanding the foregoing, Shared Area does not include: (i) any truck docks and loading areas or other Improvements which are for the exclusive use by one Occupant; (ii) any Outdoor Selling Areas; (iii) any shopping cart corrals installed pursuant to this Supplementary Declaration or the Declaration; or (iv) Common Area.

While Shared Area does not include the elements outlined in the preceding sentence, such elements shall, nevertheless be subject to this Supplementary Declaration and the maintenance standards set forth herein.

ARTICLE 2 - STATEMENT OF DECLARATION AND GENERAL PURPOSES

Section 2.1 Statement of Declaration.

Declarant does hereby declare, for the protection, development, improvement, and maintenance of Land Bay 1 that the terms, covenants, conditions, restrictions, reservations, easements, liens, rights, burdens, uses, benefits and privileges set forth in this Supplementary Declaration shall and do exist at all times during the Term of the Declaration, as and to the extent more fully provided herein, as covenants running with the land, at law as well as in equity, burdening Land Bay 1 and each individual Parcel located therein and portion thereof as the servient tenement or tenements, and binding upon, and to the extent provided below benefiting each and every future Owner, Occupant and Mortgagee who owns or holds an interest in any Parcel located within Land Bay 1. When more than one Owner exists as to any one Parcel, all of such Owners of that Parcel shall be jointly and severally liable for the performance of these covenants in respect of that Parcel.

Section 2.2 Binding Upon any Lease or Other Document of Transfer.

Notwithstanding the failure of any deed, Lease or other instrument of conveyance whereby an Owner conveys to another Person an interest in any portion of Land Bay 1 to contain a clause which specifically subjects such Lease or document to this Supplementary Declaration, each Owner, Occupant, Lessee, Mortgagee and other Person holding or owning an interest in Land Bay 1 shall be deemed to have automatically assumed the obligation to keep, perform and observe the provisions of this Supplementary Declaration.

Section 2.3 Agreement Benefits Only Land Bay 1.

(a) The provisions herein are imposed in favor of and shall inure to the benefit of Land Bay 1 as a whole, and are for the benefit of each individual Parcel and Owner. All of the easements, terms, covenants, conditions, restrictions, reservations, obligations, liens and burdens of this Supplementary Declaration shall be enforceable only by (i) Declarant, as Owner of any portion of Land Bay 1 during the period of its ownership, (ii) any Owner of a Parcel located within Land Bay 1 or (iii) the Association.

(b) This Supplementary Declaration shall only burden Land Bay 1. There is no intention for the easements and/or provisions of this Supplementary Declaration to

benefit any land or any Persons other than as specifically described herein and does not confer upon them any right whatsoever to enforce this Supplementary Declaration, whether as third party beneficiaries or otherwise.

ARTICLE 3 - EASEMENTS

Section 3.1 Easements for Use of the Shared Area.

(a) The Declarant hereby grants and conveys to each Occupant of Land Bay 1, and reserves unto itself, its successors and assignees, easements in the Shared Area on Land Bay 1 for:

- (1) the passage and parking of vehicles;
- (2) the passage and accommodation of pedestrians; and
- (3) the performance of such other acts or duties as are authorized or required to be done on the Shared Area under this Supplementary Declaration or the Declaration.

The easements granted by this Section are perpetual; however, enjoyment of the easements shall commence, from time to time, as of the dates that portions of the Shared Area are completed and available for their intended use. The easements provided for in this subparagraph are subject to the rights to use the Shared Area for other purposes provided for in this Supplementary Declaration and/or the Declaration.

(b) The Declarant reserves the right, from time to time, for itself, and grants to the Owner(s) of the Parcels burdened by the foregoing easements, the right to change the layout and/or configuration of the Shared Area on its Parcel; provided, however, that such changes:

- (i) Are initiated so no such work and consequent changes occur during the period from November 20 through January 5 (the "Christmas Shopping Season") and such changes are completed prior to the commencement of the Christmas Shopping Season;
- (ii) Are in compliance with all laws, regulations and other promulgations of Governmental Authorities; and
- (iii) Are not substantial, so that the traffic patterns established for Land Bay 1 are not materially adversely affected and the required parking standards and other requirements set forth in the Declaration are satisfied.

(c) The Declarant reserves unto itself, and grants to the Association and each Owner of a Parcel in Land Bay 1, the right to (i) eject from the Shared Area any

Persons not authorized to use the same; and (ii) close off the Shared Area on its Parcel for such reasonable periods of time as may be (1) legally necessary to prevent the acquisition of prescriptive rights by anyone or (2) necessary to effect repairs and restoration required herein or the Declaration; provided, however, that before closing off any part of the Shared Area, the Person desiring to exercise any rights hereunder must notify the Declarant, each Major located in Land Bay 1 and the Board of Directors of its intention to do so and must coordinate its closing with the activities of the Declarant, each Major and the Board of Directors so that no interference occurs with the operation of the business activities in Land Bay 1 and so that such activities do not occur during the Christmas Shopping Season.

Section 3.2 Sign Easements.

Declarant hereby reserves unto itself and grants to the Association an easement over the Shared Area to install, maintain, repair and replace, as part of the Maintenance Costs, traffic signage on the Shared Area. The general location of the signage shall be pursuant to plans approved by the applicable Governmental Authorities. The Declarant and Association agrees (i) to use due care in the exercise of the rights granted under this Section, (ii) to promptly repair, replace or restore, at their expense, any and all damage caused by the exercise of the rights granted under this Section and (iii) to defend, indemnify and hold the Owner of the Parcel affected thereby harmless from all loss, liability, cost or expense incurred in connection with the exercise of such right.

ARTICLE 4 - EXTERIOR APPEARANCE OF IMPROVEMENTS AND SHARED AREAS

All Improvements and Shared Area shall be designed and maintained consistent with the General Purposes, so that they will blend harmoniously and attractively so as to provide an appearance of having been planned as a single unit. The initial construction of the Shared Area shall be performed pursuant to the Construction Agreements. Renovations, alterations and modifications to Improvements constructed pursuant to the Construction Agreements are permitted so long as the same have been approved by applicable Governmental Authorities. The Board of Directors and the Association will have no review or approval right upon the exterior appearance of the Improvements, except to the extent specifically set forth in this Supplementary Declaration or the Declaration.

ARTICLE 5 - SHARED AREA MAINTENANCE

Section 5.1 General.

During the Term of the Declaration, during the time there is Floor Area in Land Bay 1 being operated by Occupants, the Manager shall, except as set forth in this Article, operate, maintain and repair the Shared Area in good order, condition and repair, consistent with the standards of first class shopping centers in the Washington D.C. metropolitan area and the standards set forth in the Declaration and this Supplementary Declaration. In connection with such operation, maintenance, repair and replacement, but not in limitation thereof, the Manager shall perform the services set forth in Section 6.2 of the Declaration and all references therein to the Common Area shall, for purposes of this Supplementary Declaration, be deemed to refer to the Shared Area.

Section 5.2 Major's Right of Self-Maintenance.

(a) Notwithstanding anything to the contrary contained herein, each Major is given the right, exercisable in the manner hereinafter set forth, to maintain the Shared Area on its Parcel (the foregoing right is referred to as the "Right of Self-Maintenance"). A Major may exercise its Right of Self-Maintenance by giving written notice thereof to the Declarant and the Board of Directors at least ninety (90) days prior to the date the Major intends to commence maintaining the Shared Area on its Parcel. Should a Major exercise its Right of Self-Maintenance, then (i) the Major shall cause the Shared Area on its Parcel to be maintained, at its sole cost and expense, in accordance with the standards provided for in this Supplementary Declaration; and (ii) the Major will be relieved of its obligation under this Supplementary Declaration to pay its Allocable Share of the Maintenance Costs, during the period it is maintaining its own Parcel.

(b) In the event that the Major fails to maintain the Shared Area on its Parcel in accordance with the provisions of Section 5.2(a)(i) hereof, and such failure has not been cured after Notice (defined in Article 9 hereof) and the expiration of the cure period granted by the Declaration, then the Association and/or Declarant shall have the Manager recommence maintaining the Shared Area on the Major's Parcel after Notice given by the Association and/or Declarant to such Major at least sixty (60) days prior to the date the Manager intends to resume such maintenance, and the Major's Right of Self-Maintenance shall terminate. At such time as the Manager recommences providing maintenance, the Major shall thereafter be obligated to pay its Allocable Share of the Maintenance Costs.

(c) A Major who has exercised its Right of Self Maintenance may elect, at any time, to discontinue its self maintenance of the Shared Area on its Parcel and to have

the Manager recommence such maintenance in accordance with the provisions of Section 5.1 hereof. A Major may exercise its foregoing right by providing written notice thereof to the Association and/or Declarant at least sixty (60) days prior to the date the Major intends to have the Manager resume such maintenance. At such time as the Manager recommences providing maintenance, the Major shall thereafter be obligated to pay its Allocable Share of Maintenance Costs.

Section 5.3 Payment of Allocable Share.

Subject to the provisions of Section 5.2 hereof, each Owner is required to pay to the Association, its Allocable Share of the Maintenance Costs, in advance, on a monthly basis. Such payments shall be made in accordance with Section 6.3 of the Declaration. Each Annual Statement submitted by the Association shall: (i) set forth in reasonable detail the computation of the actual Maintenance Costs for the period covered by the Annual Statement; (ii) set forth the computation of the Owner's Allocable Share of the Maintenance Costs based on the actual costs for the same; (iii) be accompanied with such bills, invoices or other documentation, as shall be necessary or appropriate for an analysis and verification of such charges; and (iv) set forth the Annual Budget for the forthcoming year's Maintenance Costs together with a computation of the Occupant's estimated Allocable Share of the same (the "Estimated Cost"). Within thirty (30) days after the delivery of the Annual Statement, the Owner shall make a lump sum payment equal to the amount, if any, by which the sum of its payments actually made for the period covered by the Annual Statement is less than the Owner's Allocable Share based on the actual costs for the period in question. If the Annual Statement reveals that the Owner has overpaid its Allocable Share, then the Association shall credit such amount to the next succeeding payments the Owner is required to make during the forthcoming period. The effect of this Section is that each Owner will pay each year its Allocable Share of Maintenance Costs based on the actual costs for the same. Further, no Owner shall be allowed or granted any "cap", "favored nation" or similar arrangement which would result in such Owner not paying its actual Allocable Share of Maintenance Costs computed in accordance with this Supplementary Declaration. Any sums which an Owner fails to pay may be collected pursuant to Article 13 of the Declaration, which by reference is incorporated herein.

Section 5.4 Illumination of Shared Area.

Each Owner is required, during any period when any store operated by a Major is open for business and for thirty (30) minutes after such business hours, to keep all Shared Area on its Parcel lighted during hours of darkness, and open to the public, however, in no event shall the Shared Area be required to be lighted later than 10:30 p.m. Monday through Saturday and 7:30 p.m. on Sunday (the foregoing hours are

referred to as "Normal Business Hours"). The Association will have the right to require Owners to keep lighted for security purposes, seven (7) days each week during the hours of darkness, those lights to be erected on its Parcel and designated or described as security lights. If one or more Occupants require additional lighting after the Normal Business Hours, such Occupants may request the additional lighting and the Owner of the Parcel upon which the additional lighting is requested shall provide the same, however such Occupants shall be solely responsible for repaying the Manager or the Owner providing the additional lighting, as the case may be, the costs of such additional lighting, with each such Occupant's share of such costs to be allocated pro rata on the basis of the number of hours of additional lighting required by such Occupant and such Occupant's Floor Area in relation to other Occupants open for business during such extended hours.

Section 5.5 Maintenance of Perimeter Sidewalks and Shopping Cart Corrals.

Each Owner shall be required to promptly clear snow and ice from all sidewalks and walkways surrounding the perimeter of building improvements (the "Perimeter Sidewalks") located upon its Parcel. Furthermore, to the extent an Owner, pursuant to the Declaration, erects upon the Parking Area on its Parcel shopping cart corrals, such Owner shall maintain the corrals consistent with standards found in first class shopping centers in the Washington D.C. metropolitan area. Maintenance of shopping cart corrals includes the periodic removal of carts placed in such corrals. Further, each Occupant shall be required to promptly remove from the Shared Area any of its shopping carts. All such maintenance shall be performed at such Owner's sole cost and expense.

Section 5.6 Major Repairs of Shared Area.

Prior to the commencement of any reconstruction, relocation, repairing, or repaving of all or a part of the Shared Area which will take more than three (3) days to complete or would otherwise interfere with access to or the operation of Floor Area located upon a Parcel located on Land Bay 1 (the foregoing is referred to as "Major Work"), the party performing the Major Work shall notify the Owner of each Parcel located on Land Bay 1 affected by the Major Work at least fifteen (15) days prior to the commencement of such work. The party performing the Major Work shall complete the Major Work in accordance with a schedule of performance (the "Work Schedule") which must be furnished to and approved by a majority of such Owners prior to commencing any Major Work, which approval shall not be unreasonably delayed or withheld. Such schedule shall detail (i) the stages of any such reconstruction, relocating, repairing, or repaving, (ii) the time for completion of each stage, and (iii) the portions of the Parking Area that will be affected by such work at such times. Any such Major Work shall be performed in a manner which minimizes disruption to (i) normal

access to a Parcel affected by such work, and (ii) normal operations of the Parking Area. The party performing such Major Work shall perform any Major Work so that, at all times, at least a portion of the Parking Area on the Parcels affected by such work are available for use, with the result that the Parcels adjoining the areas affected by the Major Work are not unreasonably burdened by the parking of vehicles which would otherwise be parked on the Parcels on which the Major Work is being performed. In the event that the party performing such Major Work fails to complete the Major Work in accordance with the Work Schedule, and such Major Work impedes in any way normal access to a Parcel affected by such work or impedes or interferes with the operations of the Parking Area, then, the Owner of the Parcel upon which the Work is being performed (the "Affected Owner") may complete such portions of the Major Work as the Affected Owner elects, and the Affected Owner performing such work may either (i) deduct the reasonable costs thereof from its payments due under Section 5.3 hereof if the Major Work was being performed by the Manager, or (ii) if the Major Work was being performed by another Occupant obtain reimbursement of the Affected Owner's costs under Article 13 of the Declaration hereof, or (iii) if the Affected Owner has exercised its rights under Section 5.2 hereof, deduct the reasonable costs thereof from its payments due to the Association under the Declaration. Notwithstanding anything to the contrary contained in this Section, no Major Work shall be initiated so that the Major Work either occurs or remains uncompleted during the Christmas Shopping Season.

Section 5.7 Damage and Destruction: Condemnation.

If any Improvement is damaged or destroyed or condemned in whole or in part, and if the Owner or Occupant of such Improvement is not required by its Lease or other agreements to rebuild, replace or repair such Improvement, then such Owner or Occupant shall comply with the provisions of Section 8.3 of the Declaration.

Section 5.8 Capital Improvements to Parking Area.

Notwithstanding anything to the contrary contained herein, should the need arise to perform repairs to a Parking Area (including replacement of light standards located thereon) which, under generally accepted accounting principles would be considered a capital improvement, the entire cost of such capital improvement will be paid by the Owner of the Parcel on which the capital improvement has been (or will be) performed, regardless of the fact that the Manager may be maintaining such Parking Area as part of the Shared Area.

11/10/05

ARTICLE 6 - EXPIRATION DATE

Except for the easements granted by Article 3 hereof which are perpetual unless otherwise provided herein, this Supplementary Declaration shall remain in full force and effect for the same period as the Declaration.

ARTICLE 7 - AMENDMENTS

This Supplementary Declaration may be amended or otherwise modified only by a writing (i) signed (a) by a majority of the Majors within Land Bay 1 and (b) by a majority of the Owners within Land Bay 1 who are not Majors and who at the time of the amendment or modification are Owners, and (ii) recorded in the Land Records.

ARTICLE 8 - NOTICES

All notices, statements, demands or other communications (herein collectively referred to as "Notices") to be given under or pursuant to this Supplementary Declaration, or which a party may wish to give to the Declarant or the Covenants Committee or the Association, shall be made in accordance with Notice provisions of the Declaration.

ARTICLE 9 - MISCELLANEOUS

Section 9.1 Incorporation of Provisions of the Declaration.

The following provisions of the Declaration are, by this reference, incorporated herein:

Article 13	Administration and Enforcement
Section 14.1	Exhibits
Section 14.2	Captions; Pronouns
Section 14.3	Locative Adverbs
Section 14.4	Right to Enjoin
Section 14.5	Remedies Cumulative
Section 14.6	Waiver of Default
Section 14.7	No Partnership, Joint Venture or Principal Agent Relationship
Section 14.8	Severability
Section 14.9	Governing Law
Section 14.10	Release from Liability
Section 14.11	Excusable Delay

Section 14.12	Transfer of Interest
Section 14.13	Estoppel Certificate
Section 14.14	Limitation of Liability
Section 14.15	Mortgagee Notice and Right to Cure
Section 14.17	Binding Effect

All references in the foregoing Article and Sections to the term "Declaration" are deemed, for purposes of this Supplementary Declaration, to refer to this Supplementary Declaration. Further, all references in the foregoing Articles and Sections to the terms "Ring Road" and/or "Common Area" are deemed, for purposes of this Supplementary Declaration, to refer to the Shared Area.

Section 9.2 Consent; Arbitration Procedure.

In various instances, this Supplementary Declaration provides that the exercise of a right by the performance of an obligation of, or the execution of any action by an Occupant (hereinafter in this Section called the "Consentee") shall be subject to the review, consent or approval of the Declarant, the Majors, the Association or another Owner (hereinafter in this Section called the "Consentor"). Whenever a Consentee seeks the consent, review or approval of the Consentor it shall by Notice specifically state (i) the Section of this Supplementary Declaration or Declaration under which such consent, review or approval is requested and (ii) in bold legible type state that unless otherwise provided in this Supplementary Declaration, if Consentor does not notify Consentee of its determination within thirty (30) days after Consentee's request therefor the Consentor shall be deemed to have given its favorable consent to Consentee on the last day of said 30-day period.

In any case described above where the Consentor shall withhold its consent or approval or shall object to any matter submitted for its review, Consentor's adverse determination shall be conclusive upon Consentee unless, within thirty (30) days after notice from Consentor of its determination, Consentee shall elect to have the matter submitted for determination by arbitration in accordance with the provisions set forth below in this Section.

The submission to arbitration in accordance with this Supplementary Declaration shall be the sole remedy of Consentee with regard to any adverse determination of Consentor, and when any matter is so submitted to arbitration, the sole issues shall be whether the withholding of consent or approval by the Consentor or Consentor's objection to any matter submitted for its review was either (i) reasonable or unreasonable (if a reasonableness standard has been expressly imposed by this Supplementary Declaration on such consent, approval or right to object), or (ii) consistent with this Supplementary Declaration. It will be considered reasonable and

permitted by this Supplementary Declaration if the Consensor withholds its consent or approval or objects if the matter would have an adverse effect on the Consensor's ability to conduct its business in its Improvements or materially increase the cost of conducting business. If a determination is made that the withholding of consent or approval or the objection to a matter submitted for review, was unreasonable (where a reasonableness standard has been expressly imposed by this Supplementary Declaration on such consent, approval or right to object) or is inconsistent with this Supplementary Declaration, then the arbitrator shall annul such withholding of consent, approval or objection and, in this event, such annulment shall be Consentee's sole remedy, it being the intention that in no event shall any such withholding of consent or approval or objection by Consensor (or any decision and arbitration with respect thereto):

- (a) impose any financial liability upon, or result in any damages to Consensor; and/or
- (b) create any right or remedy enforceable in favor of Consentee and against Consensor in law or in equity (except by arbitration as provided above).

The foregoing limitation of liability shall not apply if the arbitrator determines that the Consensor acted in bad faith, fraudulently or with malice.

If a Consentee elects to have a Consensor's adverse determination submitted to arbitration, then the Consensor and the Consentee (hereinafter called "**Concerned Parties**") shall cooperate in obtaining such arbitration. Each Concerned Party shall designate one person, as hereinafter provided, to represent it as an arbitrator. The arbitrators so appointed by the Concerned Parties shall designate one or two additional Persons as arbitrators to the end that the total number of arbitrators shall be an odd number. The appointment of all arbitrators under this Section shall be in writing and shall be submitted to the Concerned Parties within ten (10) days following the thirty (30) day period provided for in this Section. Any person designated as an arbitrator shall be knowledgeable and experienced in the matters sought to be arbitrated, but shall not be in the employment of any Concerned Party, directly, indirectly or as an agent, except in connection with the arbitration then proceeding. If the dispute to be arbitrated deals with construction, the arbitrator so appointed shall be experienced and knowledgeable in the construction industry as it relates to the nature of the structure to which such arbitration applies. Similarly, any arbitrator appointed in an architectural dispute shall be qualified as respects architecture in shopping centers similar in age, composition and location as that being operated on Land Bay 1.

The arbitrators shall meet or otherwise confer as deemed necessary by the arbitrators to resolve the dispute. If the arbitrators determine that the Association or an Owner or Occupant other than the Concerned Parties (the "**Other Parties**") are required to participate in the arbitration so that a full and final determination of the

matter submitted to arbitration shall be achieved, the Other Parties shall be notified by the arbitrators and shall be required to participate in the arbitration. A decision of a majority of the arbitrators will be binding upon the Concerned Parties and Other Parties, if joined; provided, however, anything herein to the contrary notwithstanding, no decision of the arbitrators shall permit or authorize any violation of or constitute any waiver of or deviation from any specific requirements of this Supplementary Declaration or the Declaration. The decision of the arbitrators shall be in writing and shall be made as promptly as possible after the designation of the last additional arbitrator, but in no event later than thirty (30) days from the date of the designation of the last additional arbitrator. A copy of the decision of the arbitrators shall be signed by at least a majority of the arbitrators and given to each Concerned Party and Other Party, if joined, and may be entered as a judgment in a court of competent jurisdiction.

For each dispute submitted to arbitration, (i) reasonable discovery shall be permitted; and (ii) the cost and expense of the arbitrators and arbitration proceeding shall be paid by the Concerned Party who is not the prevailing party in the arbitration.

Section 9.3 No Covenant to Operate.

Despite anything to the contrary contained herein, nothing in this Supplementary Declaration shall be construed to be a covenant by an Owner or Occupant, either express or implied, either to commence operation of a business or, after such commencement, to continue operation of a business on any Parcel. The foregoing shall not however be construed to negate or be a waiver of any covenant of an Owner or Occupant contained in a Lease or Construction Agreement to open, operate and continue to operate a business on any Parcel or Floor Area which is the subject of such Lease or Construction Agreement.

[Signatures to appear on next page.]

LF 13760.585

IN WITNESS WHEREOF, this Supplementary Declaration has been executed as of the date first written above.

DECLARANT:

GERMANTOWN-SENECA JOINT VENTURE
a Maryland general partnership

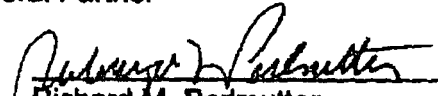
By: Ritchie Court M. Corporation
General Partner

By:


Richard M. Perimutter
Vice President

By: Harper Farm M Corp.
General Partner

By:


Richard M. Perimutter
Vice President

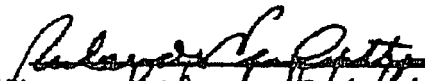
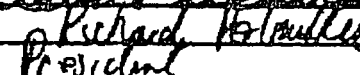
ASSOCIATION:

MILESTONE COMMERCIAL CENTER
ASSOCIATION, INC.
a Maryland non-stock corporation

By:

Name:

Its:

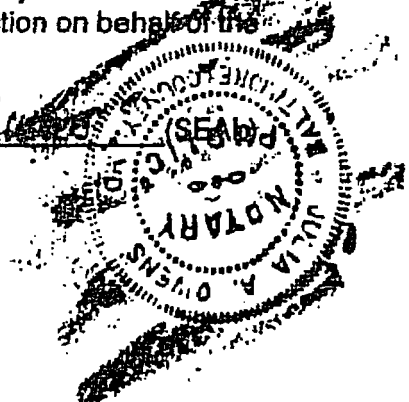


President

STATE OF MARYLAND
COUNTY OF Baltimore
city

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that on the 10th day of November, 1995, Richard M. Perlmutter, as Vice President of Ritchie Court M Corporation and Harper Farm M Corp., the general partners of Germantown-Seneca Joint Venture, a Maryland general partnership, whose name is signed to the foregoing Supplementary Declaration of Covenants, Conditions, Easements and Restrictions for Land Bay 1 - Milestone Center, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

Julia A. O'Brien
Notary Public

My commission expires: 4/1/98

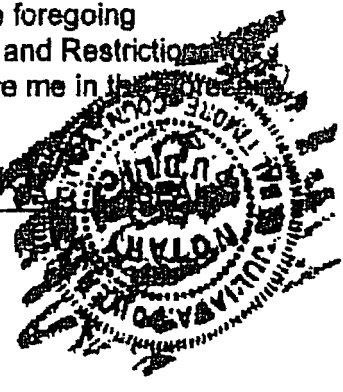


STATE OF MARYLAND
COUNTY OF Baltimore
city

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that on the 13th day of November, 1995, Richard Perlmutter, as President, of Milestone Commercial Center Association, Inc., whose name is signed to the foregoing Supplementary Declaration of Covenants, Conditions, Easements and Restrictions for Land Bay 1 - Milestone Center, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the Association.

Julia A. O'Brien
Notary Public

My commission expires: 4/1/98



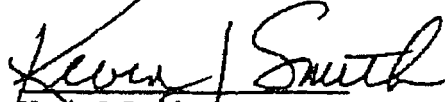
ATTORNEY CERTIFICATION

I HEREBY CERTIFY, that the foregoing document was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

BY: _____
NAME: _____

CERTIFICATE

I hereby certify that the foregoing instrument was prepared under the direct supervision of the parties thereto


Kevin J. Smith

LF 13760.588

LOT/PARCEL	DIST.	SUB.	ACCOUNT
Parcel A	2	1	3107882
Lot 1	2	1	3107893
Lot 2	2	1	3107905
Lot 3	2	1	3107916
Lot 4	2	1	3107927
Lot 5	2	1	3107938


EXHIBIT A

DESCRIPTION OF LAND BAY 1

LOTS 1-5, BLOCK C MILESTONE CENTER, as the same appears duly dedicated, subdivided and platted by virtue of the Plat of Subdivision recorded among the Land Records of Montgomery County, Maryland in Plat Book 176 as Plat No. 19777.

AND, that portion of Parcel A, Block C Milestone Center shown on the Plat, as more fully described on Exhibit A, Part 1 attached hereto and made a part hereof.

October 24, 1995

EXHIBIT 
PART 1

Page 1 of 2

609-A8
TPQ
10/11/95
REVISED 10/24/95

DESCRIPTION OF
PART OF PARCEL A, BLOCK C
PROPERTY OF
GERMANTOWN-SENECA JOINT VENTURE
LIBER 9246 FOLIO 727

All of that piece or parcel of land, situate, lying and being in the Clarksburg (2nd) Election District of Montgomery County, Maryland; the same being a part of Parcel A as described in a deed from Elaine Milestone, et al., to Germantown-Seneca Joint Venture, a Maryland General Partnership, dated March 26, 1990 and recorded among the Land Records of Montgomery County, Maryland in Liber 9246 at Folio 727; also being a part of Parcel A, Block C as shown on a plat of subdivision entitled "LOTS 1-5 AND PARCEL A, BLOCK C - MILESTONE CENTER" and recorded among the aforesaid Land Records in Plat Book 176 as Plat No. 19777 and being more particularly described as follows:

Beginning for the same at the easterly end of the North 71' 22' 24" East, 76.48 foot common line of division of Lot 5 and Parcel A, Block C; thence running with the common lines of division of Lot 5 and Parcel A, Block C the following 3 courses

1. South 71' 22' 24" West, 76.48 feet to a point of curvature; thence
2. 107.21 feet along the arc of a curve deflecting to the left, having a radius of 361.73 feet (chord: South 62° 52' 57" West, 106.82 feet) to a point of tangency; thence
3. South 54° 23' 30" West, 209.30 feet to a point at the northwesterly end of the North 35° 40' 12" West, 294.94 foot common line of division of Lot 4 and Lot 5, Block C; thence leaving the common lines of division of Lot 5 and Parcel A, Block C and running across Parcel A, Block C the following 3 courses
4. North 35° 40' 12" West, 20.25 feet to a point; thence
5. North 54° 23' 30" East, 249.32 feet to a point of curvature; thence
6. 162.21 feet along the arc of a curve deflecting to the right, having a radius of 330.25 feet (chord: North 68° 27' 45" East, 160.58 feet) to a point on the northeasterly or 119.60 foot arc line of Parcel A, Block C; thence running with the northerly lines of Parcel A, Block C the following 2 courses
7. 17.07 feet along the arc of a curve deflecting to the right, having a radius of 190.00 feet (chord: South 04° 49' 43" West, 17.07 feet) to a point of tangency; thence

LF 15750.591

October 24, 1995

Page 2 of 2

8. South 07° 24' 12" West, 8.65 feet to the Point of Beginning, containing 9236 square feet or 0.21203 acres of land, more or less.

SUBJECT TO: Any and all easements, rights of way, covenants, restrictions, or other matters that would be disclosed by a current Title Report.

This description has been prepared by Rodgers & Associates, Inc., and is in the datum of the Washington Suburban Sanitary Commission.

DESCRIP\DES95\609AWACC.DES

APPENDIX D (Correspondence)

Smith, Molline

From: Sorrento, Christina
Sent: Friday, August 26, 2011 11:43 AM
To: Smith, Molline
Cc: Saville, Leslie
Subject: RE: Wal-Mart Renovation/ Germantown

I agree with what DPS says. This issue should not be part of our review. Let me know if you have any other questions about this.

Christina Sorrento
Associate General Counsel
M-NCPPC
8787 Georgia Avenue
Silver Spring, Maryland 20910
301.495.4646
301.495.2173 (fax)

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From: Smith, Molline
Sent: Friday, August 19, 2011 3:27 PM
Cc: Sorrento, Christina; Saville, Leslie
Subject: FW: Wal-Mart Renovation/ Germantown

FYI with regard to the Milestone Center – Wal-Mart Site Plan #81994029D... Please see DPS's response to the permitted use comment. Let's talk about this next week.

Have a good weekend!
Molly

From: Beall, Mark [mailto:Mark.Beall@montgomerycountymd.gov]
Sent: Friday, August 19, 2011 2:10 PM
To: Kleine, Tom; Scala-Demby, Susan
Cc: Bradshaw, Laura; Motazed, Ehsan; Smith, Molline; Kronenberg, Robert; Spicer, Malcom
Subject: RE: Walmart Renovation/ Germantown

Mr. Kleine,

With the removal of the service counters for food service, DPS feels this would not be a full line grocery store use as described in the Zoning Ordinance and therefore would not be considered a combination retail store. I did speak with both Molline Smith and Robert Kronenberg at MNCP&PC right after our meeting to confirm that we would not look at this as a full line grocery store and not a combination retail store.

Feel free to call if you have any additional questions or concerns. Just to let you know I will be out next week and I will return on the 30th of August. If you need assistance before I return you may contact my co-worker Laura Bradshaw at (240)777-6296.

Thank you,

Mark Beall

Permitting Services Specialist II

Site Plan Enforcement

Desk- (240)777-6298

Fax- (240)777-6263

mark.beall@montgomerycountymd.gov

<http://permittingservices.montgomerycountymd.gov/dpstmpl.asp?url=/Main.asp>

-----Original Message-----

From: Kleine, Tom [mailto:tom.kleine@troutmansanders.com]

Sent: Thursday, August 18, 2011 11:23 AM

To: Scala-Demby, Susan; Beall, Mark

Subject: Walmart Renovation/ Germantown

Ms. Scala-Demby and Mr. Beall:

Thank you both for taking the time to meet with me last month, along with our architect and civil engineer, to discuss the plans that we have filed with MNCPPC-MC with respect to the renovation and expansion of the Walmart store in Montgomery County. At the meeting our architects confirmed that they have revised our plans for the renovation, and that the renovated store will have food sales but that we have removed the service counters associated with the bakery, the meat department, the delicatessen items, and counters associated with rotisserie meat items. Although the store will continue to have a pharmacy, you indicated that the store as modified and as discussed in our meeting does not meet the definition of a "combination retail" store under the County Ordinance as it would not have a "full line" grocery in combination with the other items. At the end of our meeting I believe that Mr. Beall indicated that he would convey your understanding to the staff at MNCPPC. I would be most appreciative if you could provide a brief reply to this email confirming this understanding.

Thank you again for your time and attention to this matter. Please do not hesitate to contact me if you require any further information.

Sincerely,

Tom Kleine

Thomas C. Kleine, Esq.
Troutman Sanders LLP
tom.kleine@troutmansanders.com
Direct Dial: (757) 687-7789
Direct Fax: (757) 687-1512

Website: www.troutmansanders.com