



**Chick-fil-A Olney: Preliminary Plan No. 120150180 and Site Plan No. 820150100**

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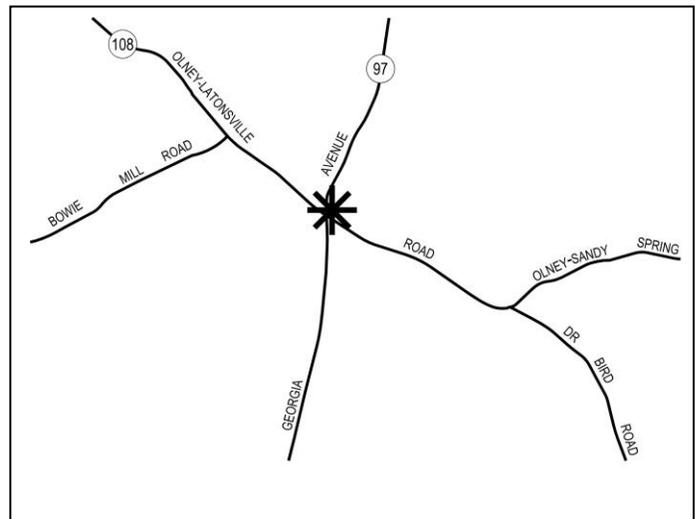
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**Description**

**Completed: 09/18/15**

**A. Chick-fil-A Olney: Preliminary Plan No. 120150180**  
Request for one lot to construct a 4,886 square-foot restaurant and drive-thru, located at 18115 Georgia Avenue, east side, north of the intersection of Georgia Avenue and Olney-Sandy Spring Road, 0.90 acres, zoned CRT 2.0, C-1.0, R-1.0, H-70T; Olney Master Plan. Staff Recommendation: Approval with Conditions

**B. Chick-fil-A Olney: Site Plan No. 820150100**  
Request for site plan approval for a 4,886 square-foot restaurant and drive-thru, located at 18115 Georgia Avenue, east side, north of the intersection of Georgia Avenue and Olney-Sandy Spring Road, 0.90 acres, zoned CRT 2.0, C-1.0, R-1.0, H-70T; Olney Master Plan. Staff Recommendation: Approval with Conditions



**Applicant:** John Martinez  
**Submittal Date:** May 12, 2015  
**Review Basis:** Chapter 50, Chapter 59

**Summary**

- Staff recommends **approval** of Preliminary Plan No. 120150180, and Site Plan No. 820150100 with conditions.
- The Application meets the requirements of the CRT zone under the standard method of development.
- The Applicant proposes to redevelop the subject property by replacing an existing commercial building with a 4,886 square-foot restaurant with a drive-thru.
- The Application is exempt from forest conservation.
- A drive-thru is a limited use in the CRT zone and requires site plan approval in addition to preliminary plan.
- Staff has not received correspondence from notified parties.

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3. Forest Conservation Plan Exemption confirmation letter dated October 31, 2014
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5. Site Plan
6. Statement of Justification from the Applicant
7. Maryland State Highway Administration letter dated July 10, 2015
8. Montgomery County Department of Transportation letter dated June 30, 2015
9. Montgomery County Department of Permitting Services letter dated May 28, 2015
10. Need Study: Chick-fil-A Restaurant with Drive-Thru dated October, 2014
11. Regulatory Plan Extension Request dated August 14, 2015

## SECTION 1: CONTEXT AND PROPOSAL

### SITE DESCRIPTION

The subject property is located at 18115 Georgia Avenue (MD 97), east side, north of the intersection of Georgia Avenue and Olney Sandy Spring Road (MD 108) and consists of a 0.90-acre parcel (P957, Tax Map HT563) zoned CRT 2.0, C-1.0, R-1.0, H-70T (“Property or Subject Property”).

The Subject Property is within the “Town Center” district of the 2005 Olney Master Plan (“Master Plan”). The Subject Property fronts on Georgia Avenue, within a block bounded by Georgia Avenue on the west, Olney Sandy Spring Road on the south, and Hillcrest Avenue to the north and east. The land uses within this block consist of a medical office building to the north, a retail building to the northeast, a commercial building which houses two walk-in restaurants, an office to the south, and a freestanding financial office building to the southeast. The parking for adjacent office and commercial use is located along the northern, eastern and southern boundaries of the Property.



Figure 1: Vicinity Map

The Subject Property is improved with a three-story commercial building and associated asphalt and gravel surface parking. The existing building, built in 1955, contains approximately 7,920 square feet of gross floor area, and contains a dry cleaner, karate studio and other commercial uses. The Property is currently served by a private well and septic system. The Property is accessible from two points on Georgia Avenue, with the southern access being a shared access with the adjacent commercial property, separated by a moveable concrete barrier. A narrow landscape strip with two street trees separates the northern and southern access points on Georgia Avenue. Along the entire frontage of the Property is a 6 foot wide sidewalk which abuts the existing curb. A relatively large open green area exists on the northeast quadrant of the Property. Approximately 64 percent of the 0.90 net lot area is currently impervious.

The Subject Property is located within the Patuxent River watershed; this portion of the watershed is classified by the State of Maryland as Use Class IV-P waters. The Property is not located within a Special Protection Area; however, a portion of the Property is located within the Patuxent River Primary Management Area (PMA). There are no streams, wetlands, 100-year floodplains, or environmental buffers located on or adjacent to the Property, nor are there any steep slopes, highly erodible soils, or forests.

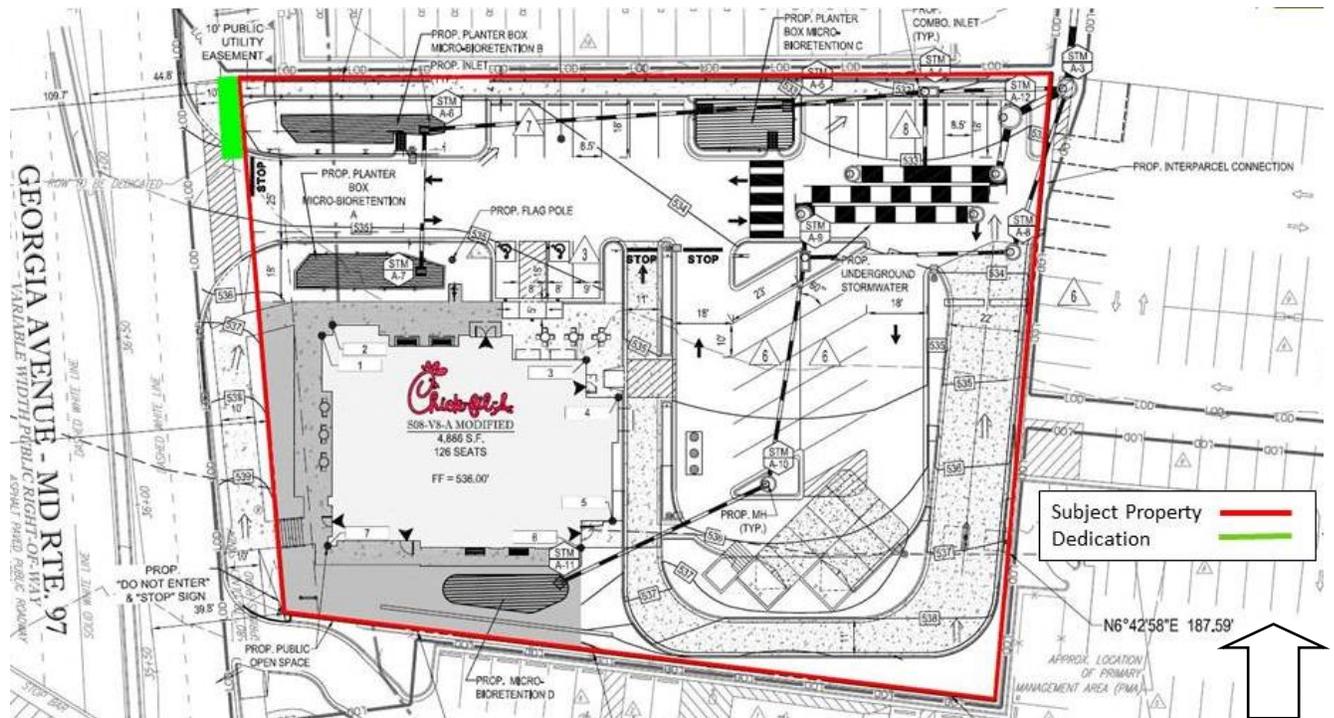


Figure 2: Proposed Development

**PROJECT DESCRIPTION**

Preliminary plan application No. 120150180 (“Preliminary Plan”) proposes to subdivide Parcel 957 consisting of 0.90 acres (39,420 sq. ft.) to create a single lot for a Chick-fil-A restaurant and drive-thru (Attachment 1). The Property has frontage on Georgia Avenue, a public road, which will serve as access to the lot. The lot will also be accessible from the existing parking lot on the adjacent Property to the

east (Attachment 2). The existing building will be demolished and replaced with a 4,886 square foot restaurant and a single drive-thru with dual ordering kiosks. The existing access to Georgia Avenue will be removed and a single right-in right-out driveway will be constructed on the northern half of the Property. The proposed restaurant will connect to new public water and sewer extensions. The existing well and septic system will be removed in accordance with Montgomery County Department of Environmental Protection (“MCDEP”) and Montgomery County Department of Permitting Services (“MCDPS”) requirements. Stormwater quantity and quality will be managed on lot via 4 micro-bioretenement facilities and an underground detention/structural filtration facility.

### **Community Outreach**

The Applicant has met all proper signage, noticing, and submission requirements. Staff has not received correspondence on either application. The Applicant held a pre-submission meeting on November 19, 2014, and a second pre-submission on March 23, 2015. In addition to these meetings, Chick-fil-A has met with community groups, including the Olney Town Center Advisory Committee and the Greater Olney Civic Association. Recommendations from these meetings resulted in substantial changes to the plans prior to the submission on May 12, 2015.

## **SECTION 2: PRELIMINARY PLAN No. 120150180**

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### **STAFF RECOMMENDATION: Approval of the Preliminary Plan, with the following conditions:**

1. This Preliminary Plan is limited to one lot for a 4,886 square foot restaurant and single drive thru.
2. The Planning Board accepts the recommendations of the Montgomery County Department of Transportation (“MCDOT”) in its letter dated June 30, 2015, and hereby incorporates them as conditions of the Preliminary Plan approval. The Applicant must comply with each of the recommendations as set forth in the letter, which may be amended by MCDOT provided that the amendments do not conflict with other conditions of the Preliminary Plan approval.
3. Prior to recordation of plat(s), the Applicant must satisfy the provisions for access and improvements as required by MCDOT.
4. The Planning Board accepts the recommendations of the Maryland State Highway Administration (“MDSHA”) in its letter dated July 10, 2015, and hereby incorporates them as conditions of the Preliminary Plan approval. The Applicant must comply with each of the recommendations as set forth in the letter, which may be amended by MDSHA provided that the amendments do not conflict with other conditions of the Preliminary Plan approval.
5. Prior to issuance of access permits, the Applicant must satisfy the provisions for access and improvements as required by MDSHA.
6. The Planning Board accepts the recommendations of the Montgomery County Department of Permitting Service (“MCDPS”) – Water Resources Section in its stormwater management concept letter dated May 28, 2015, and hereby incorporates them as conditions of the Preliminary Plan approval. The Applicant must comply with each of the recommendations as set forth in the letter, which may be amended by MCDPS – Water Resources Section provided that the amendments do not conflict with other conditions of the Preliminary Plan approval.

7. The Applicant must dedicate and show on the record plat(s) the dedication for Georgia Ave (MD 97) as shown on the Preliminary Plan.
8. The Applicant must construct all road improvements within the rights-of-way shown on the approved Preliminary Plan to the full width mandated by the master plan and/or to the design standards imposed by all applicable road codes. Only those roads (or portions thereof) expressly designated on the Preliminary Plan, "To Be Constructed By \_\_\_\_\_" are excluded from this condition.
9. The Subject Property is limited to one right-in/right-out access to Georgia Avenue (MD 97) and must be approved by Maryland State Highway Administration (MDSHA).
10. The Applicant must dedicate and show on the record plat, right-of-way to allow for the construction of a 10-foot shared use path as shown on the Preliminary Plan.
11. Prior to recordation of the plat(s), the Applicant must satisfy Montgomery County Department of Permitting Services (MCDPS) requirements to ensure the following pedestrian improvement:
  - a. Construct a 10-foot wide shared use path along entire property frontage on Georgia Avenue (MD 97) and provide necessary crosswalks and ramps, in the location shown on the Preliminary Plan.
12. Prior to the issuance of a Use and Occupancy Certificate, the Applicant must:
  - a. Construct an 8-foot wide lead-in sidewalk with stairs from Georgia Avenue (MD 97) to the sidewalk on the west side of the building.
  - b. Provide and have inter-parcel access open to vehicle and pedestrian traffic with the property to the east as shown on the Preliminary Plan.
13. The certified Preliminary Plan must contain the following note:

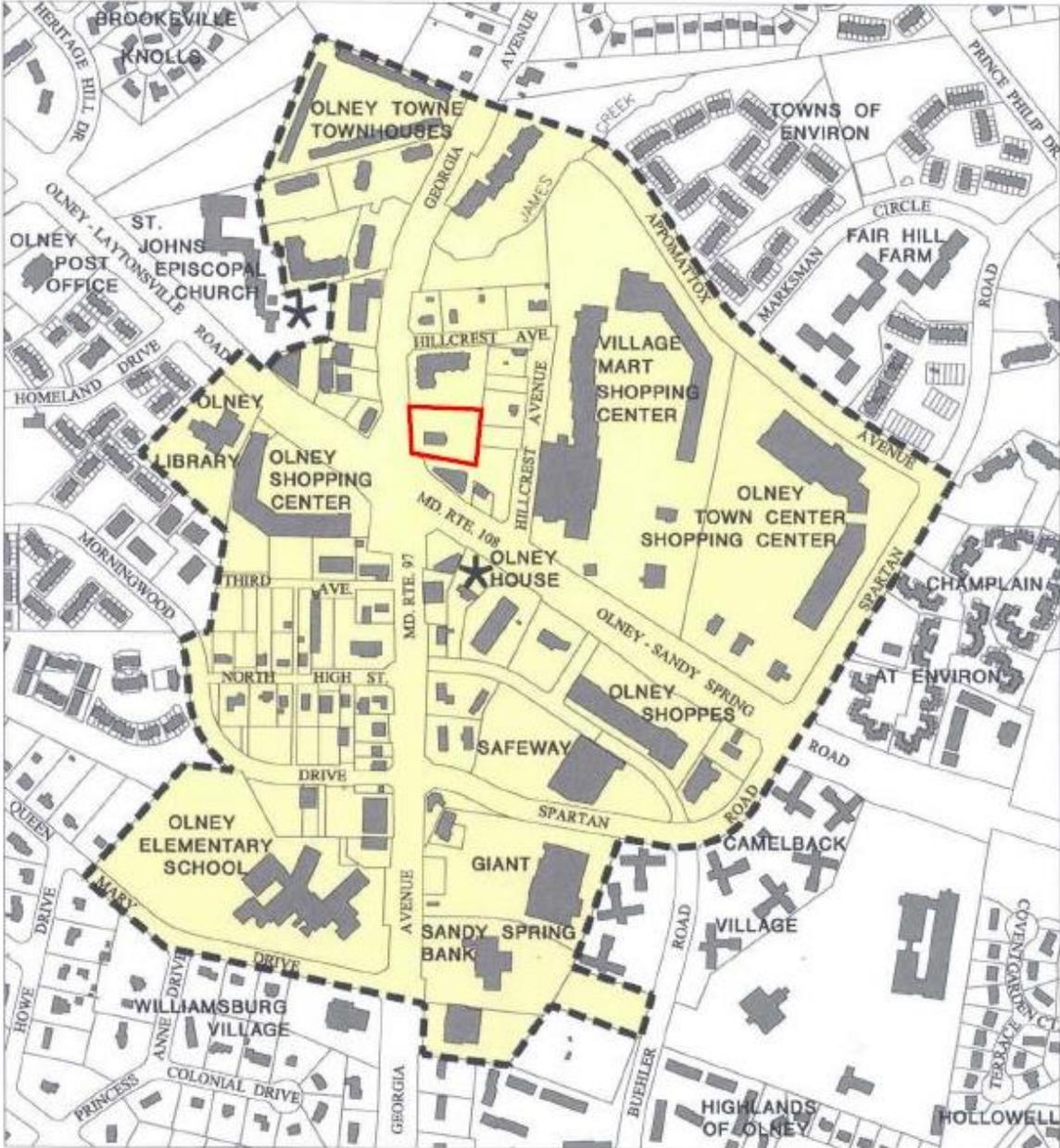
*"Unless specifically noted on this plan drawing or in the Planning Board conditions of approval, the building footprints, building heights, on-site parking, site circulation, and sidewalks shown on the Preliminary Plan are illustrative. The final locations of buildings, structures and hardscape will be determined at the time of site plan approval. Please refer to the zoning data table for development standards such as setbacks, building restriction lines, building height, and lot coverage for each lot. Other limitations for site development may also be included in the conditions of the Planning Board's approval."*
14. Final approval of location of buildings, on-site parking, site circulation, sidewalks, and shared-use paths will be determined at Site Plan.
15. The record plat must show necessary easements.
16. The record plat must reflect a public use and access easement over all private streets and adjacent parallel sidewalks.
17. The Adequate Public Facility ("APF") review for the Preliminary Plan will remain valid for eighty-five (85) months from the date of mailing of this Planning Board Resolution.

18. Prior to recordation of any plat, Site Plan No. 820150100 must be certified by M-NCPPC Staff.
19. No clearing or grading of the site, or recording of plats prior to certified site plan approval.
20. In the event that a subsequent site plan approval substantially modifies the subdivision shown on the approved Preliminary Plan with respect to lot configuration or location or right-of-way width, or alignment, the Applicant must obtain approval of a Preliminary Plan amendment prior to certification of the site plan.

## **ANALYSIS AND FINDINGS – Chapter 50**

### **Conformance to the Master Plan**

The Subject Property is located in Olney's "Town Center" shown in Figure 3 below. The 2005 Olney Master Plan recognized that Olney's Town Center could function as both a civic and commercial focus for Olney's communities. The Master Plan focused considerable attention on the Town Center, setting as an overall goal the creation of "an economically healthy, pedestrian-oriented, and well connected Town Center to be the commercial and civic heart of the community." (p 45) To achieve this goal, the Master Plan proposed a new Mixed Use Town Center Zone that would enable residential uses to be integrated in the Town Center and create a more compact pattern of development with a pedestrian orientation. The new zone was put in place, and, as part of the county's comprehensive revision of its zoning ordinance, Olney's Town Center is now in the Commercial/Residential Town (CRT) Zone.



-  HISTORIC SITES
-  OLNEY TOWN CENTER BOUNDARY



Figure 3: Town Center Context

The Master Plan included urban design recommendations for the town center, which were designed to implement the development pattern, activate shopping streets and encourage pedestrian activity. The Master Plan sought buildings located close to streets; façades, entrances and storefronts that would enliven the streetscape; wider sidewalks; and public amenities.

The Application substantially conforms with those recommendations. The proposed building is located directly on Georgia Avenue, activates the frontage, is significantly landscaped, and offers seating for patron use. There are windows and awnings along the façade, as well as a door from the restaurant to the seating area. This treatment will contribute to a streetscape conducive to increased pedestrian activity.

The Applicant, a national restaurant chain, has made a serious effort to design a building that will be integrated into a town center that is active, walkable and connected. The proposed use and lot substantially conforms with the recommendations adopted in the Olney Master Plan.

### **Site Access, Parking, and Public Transportation**

The Subject Property is located at the northeast corner of Olney Sandy Spring Road (MD 108) and Georgia Avenue (MD 97). Access to the site is currently from two right-in/right-out entrances along Georgia Avenue. The Applicant proposes to close the right-in/right-out entrance that is closest to MD 108 and provide inter-parcel access with the property to the east that will create a connection from Georgia Avenue to Hillcrest Avenue. Vehicle parking will be provided on-site with surface parking spaces and bicycle parking will be provided with an inverted U-rack placed near the main entrance of the building.

The Applicant will construct a ten-foot shared use path along the Property frontage of northbound Georgia Avenue as indicated in the *Countywide Bikeways Functional Master Plan*. Additionally, the Applicant proposes to construct a lead sidewalk and stairs that will provide a direct connection from the proposed shared use path on Georgia Avenue to their building.

Ride-on Route 52 and 53 and Washington Metropolitan Area Transit Authority (WMATA) Route Y2 and Y8 provide bus service within close proximity of the Subject Property. WMATA Route Y2 and Y8 connect the Medstar Montgomery Medical Center to the Silver Spring Metrorail station by way of Olney Sandy Spring Road and Georgia Avenue. The Y2 runs during the morning and afternoon peak periods and in the evening with service every 30 minutes. The route also runs on the weekend with service every 30 minutes. The Y8 Route runs during Monday through Friday during the midday with service every 30 minutes. Ride-On Route 52 connects Montgomery General Hospital to the Rockville Metrorail station with service every 30 minutes in the peak direction during the peak period Monday through Friday. Ride-On Route 53 connects the Shady Grove Metrorail station to the Glenmont Metrorail Station by way of Olney Sandy Spring Road with service every 30 minutes in the peak period Monday through Friday. The closest bus stop is located approximately 150 feet north of the Subject Property on Georgia Avenue for Route 53. The closest southbound bus stop that serves all routes is located approximately 250 feet south of the Property on Georgia Avenue across Olney Sandy Spring Road.

**Adequate Public Facilities Review (APF)**

As conditioned, the Preliminary Plan for the proposed 4,886 square foot restaurant and drive-thru will satisfy the LATR and TPAR requirements of the Adequate Public Facilities (APF) review.

**Trip Generation**

The peak-hour trip generation estimated for the proposed development was based on trip generation rates included in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 9<sup>th</sup> edition*. A site trip generation summary is presented in Table 1, which shows that the proposed development would generate a total of 37 net new peak-hour trips during weekday morning peak period and 3 fewer peak-hour trips during weekday evening peak period after the pass-by, diverted trips, and existing use reductions are taken into account. A pass-by trip reduction is assumed because traffic is already using the adjacent roadway and enters the site as intermediate stop on their way to, or from, another destination. A diverted trip reduction is taken as these vehicles are already on the road network, but these trips are making out of directional travel to access the proposed use. They are on the road network already but choose to make additional turns or go out of their typical travel pattern to access the Subject Property. As such, if these trips are added back into the net total trips, the proposed use will generate an additional 99 trips in the morning peak hour and 34 new trips in the afternoon peak hour. This increase in number of trips will not increase the CLVs at the intersections to the point where they will fall below the acceptable CLV threshold.

**Table 1: Site Trip Generation**

Development	Sq. Ft.	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
<b>Existing Use</b>							
Specialty Retail (ITE-826 (PM) and ITE-820-AM))	10,000	9	5	14	20	26	46
<b>Proposed Use</b>							
Fast food with Drive Through (ITE-934)	4,886	113	109	222	83	77	160
<i>Pass-by Reduction (AM-49%, PM-50%)</i>		-55	-54	-109	-40	-40	-80
<i>Diverted (AM-28%, PM-23%)</i>		-31	-31	-62	-19	-18	-37
<b>Total</b>		27	24	51	24	19	43
<b>Net New Total Trips</b>		18	19	37	4	-7	-3
<i>Net Total Trips (excluding diverted)</i>		49	50	99	23	11	34

**Local Area Transportation Review (LATR)**

A traffic study dated March 23, 2015, was submitted to determine the impact of the proposed development on the area transportation system. Six local intersections were identified as critical intersections for analysis to determine whether they meet the applicable congestion standard. All six are located in the Olney Policy Area with a Critical Lane Volume (CLV) standard of 1,450. Two of the six intersections, Olney Sandy Spring Road/Georgia Avenue and Olney Sandy Spring Road/Shopping Center Driveway, evaluated in the traffic impact study are currently signalized. The Property will have one right-in/right-out only access to Georgia Avenue. The Georgia Avenue/Five Guys driveway egress only will not provide any access for the Subject Property.

The proposed development trips were added to the existing and the background traffic (trips generated from approved but unbuilt developments) to determine the total future traffic. The total future traffic was assigned to the critical intersections to evaluate the total future CLVs. The result of CLV calculation is shown in the Table 2 below. As shown in the table, all intersections analyzed are currently operating at acceptable CLV congestion standards and will continue to do so under the background development condition, and total future traffic condition with the proposed use on the Subject Property.

**Table 2: Summary of Critical Lane Volume (CLV) Calculations**

Intersection	Critical Lane Volume (CLV) Standard	Existing Traffic		Background Traffic		Total Future Traffic	
		AM	PM	AM	PM	AM	PM
Georgia Avenue (MD 97) & Hillcrest Avenue	CLV Standard 1,450	516	811	519	814	546	835
	Exceed CLV	no	no	no	no	no	no
Georgia Avenue (MD 97) & Main Site Entrance	CLV Standard 1,450	311	500	313	503	345	527
	Exceed CLV	no	no	no	no	no	no
Georgia Avenue (MD 97) & Driveway for Five Guys Restaurant	CLV Standard 1,450	242	491	244	494	252	508
	Exceed CLV	no	no	no	no	no	no
Georgia Avenue (MD 97) & Olney Sandy Spring Road (MD 108)	CLV Standard 1,450	1,063	1,147	1,083	1,185	1,096	1,204
	Exceed CLV	no	no	no	no	no	no
Olney Sandy Spring Road & Hillcrest Avenue	CLV Standard 1,450	431	612	439	644	487	676
	Exceed CLV	no	no	no	no	no	no
Olney Sandy Spring Road (MD 108) & Shopping Center Driveway	CLV Standard 1,450	493	847	500	869	502	868
	Exceed CLV	no	no	no	no	no	no

Transportation Policy Area Review (TPAR)

The Property is located in the Olney Policy Area. According to the 2012-2016 Subdivision Staging Policy, the Olney Area is adequate under the roadway test but inadequate under the transit test. The Montgomery County Department of Permitting Services assesses the transportation impact tax based on square footage increase. Even though the change in use will generate 37 additional trips in the AM peak hour, the Applicant is reducing the square footage of the building; therefore, no TPAR payment is required.

Master Plan Transportation Facilities

The 2005 Approved and Adopted Olney Master Plan and 2005 Countywide Bikeways Functional Master Plan contain the following recommendations for adjacent roadway/bikeway facilities:

- Georgia Avenue (MD 97): A major highway (M-8) with four divided travel lanes (two lanes in each direction with a median) with a right-of-way of 120 feet. Sufficient right-of-way is being dedicated to implement all of the transportation elements that are identified in the Olney Master Plan.
- An off-road shared-use path (SP-39) on Georgia Avenue in front of the Subject Property.

The Preliminary Plan has been evaluated by Staff, the Montgomery County Department of Transportation, the Montgomery County Department of Fire and Rescue Services, and the Maryland State Highway Administration, all of which support the transportation elements of the Preliminary Plan. The proposed access to the Subject Property, as shown on the Preliminary Plan, will be adequate to serve the traffic generated by the development. The internal and external pedestrian circulation and

walkways as shown on the both the Preliminary Plan and Site Plan will provide adequate movement of pedestrian traffic.

### **Other Public Facilities and Services**

The proposed restaurant will be served by public water and sewer. The existing septic system will be abandoned or removed per MCDPS standards. The Applicant will install a new 4-inch sewer line extending from the existing 8 inch sanitary sewer line within the Hillcrest Avenue right-of-way to the east. The Applicant will also construct a new 8 and 6 inch water line from the existing main that runs north below the southbound portion of the Georgia Avenue right-of-way. Electric and telecommunications are also available and adequate to service for the proposed restaurant. The Application is not subject to a School Facilities Payment because the proposal does not include residential development. All other public facilities and services, such as, police stations, firehouses and health services are currently operating within the standards set by the Subdivision Staging Policy Resolution currently in effect.

### **Environment**

#### **Environmental Guidelines**

The Natural Resources Inventory/Forest Stand Delineation (NRI/FSD) No. 42015083E was approved for the Property on October 31, 2014. The NRI/FSD identified all of the required environmental features on and adjacent to the Property, as further described in the *Environmental Guidelines for Environmental Management of Development in Montgomery County* (Environmental Guidelines).

The Subject Property is located within the Patuxent River watershed, which is classified by the State of Maryland as Use Class IV-P waters. A portion of the Property is located within the Patuxent River Primary Management Area due to its proximity to an offsite stream. Per the Environmental Guidelines, because the Property is zoned with a density greater than RE-2, it is subject to the “nonconformance requirements”, which include stormwater management and best management practices. These requirements are adequately addressed through Environmentally Sensitive Design (ESD) measures approved by the Montgomery Department of Permitting Services as part of the stormwater management concept. The Property is not subject to any specific numerical impervious surface limitations. The Property does not contain any forest, streams, wetlands, 100-year floodplain, highly erodible soils, or environmental buffers. The topography slopes from the highest elevation in the southern portion of the Property, to the north. A small area of man-made steep slopes ( $\geq 25\%$ ) exists adjacent to the north side of the existing building. There are no significant or specimen trees located on the Property. There is one specimen tree, a 50” diameter at breast height silver maple in fair condition, located on the adjacent property to the north. The Preliminary Plan meets all applicable requirements for protection of environmentally sensitive areas.

#### **Forest Conservation**

The Preliminary Plan meets the requirements of Chapter 22A of the Montgomery County Forest Conservation Law. The NRI/FSD application included a request for an exemption from submitting a Forest Conservation Plan (FCP). In a letter dated October 31, 2014, the FCP Exemption was confirmed under Section 22A-5(s)(1) because this proposed activity is being conducted on a tract of land less than 1.5 acres with no existing forest, or existing specimen or champion tree, and the afforestation

requirements would not exceed 10,000 square feet (Attachment 3). The Preliminary Plan meets all applicable requirements of the county Forest Conservation Law.

**Stormwater Management Concept**

MCDPS has approved a stormwater management concept for the proposed project in a letter dated May 28, 2015 (Attachment 4). The concept consists of ESD by the use of micro-bioretenion facilities and an underground detention/structural filtration facility.

**Compliance with the Subdivision Regulations and Zoning Ordinance**

The lot was reviewed for compliance with the dimensional requirements for the development of a general building type under the standard method in the CRT Zone. Although the proposed development is standard method, the proposed drive-thru is a limited use in the CRT zone and must meet the limited use standards under Section 59.3.5.14, including site plan approval. The limited use standards are addressed in detail as part of the concurrent Site Plan No. 820150100.

The proposed lot meets all the dimensional requirements for area, frontage, width, and setbacks in the CRT Zone. A summary of this review is included in Table 3. The exact building location, setbacks and additional requirements of the zone will be determined at site plan. The Application has been reviewed by other applicable County agencies, all of whom have recommended approval of the Preliminary Plan.

**Table 3: Preliminary Plan Data Table**  
**CRT Zone- General Building Type**

<b>PLAN DATA</b>	<b>Zoning Ordinance Development Standard</b>	<b>Proposed for Approval by the Preliminary Plan</b>
Minimum Lot Area	n/a	39,287 sq. ft. min.
Lot Width	n/a	160 ft. min.
Lot Frontage	n/a	160 ft. min.
Setbacks		
Front	0 ft. Min.	14.5 ft.
Side	0 ft. Min./ 0 ft. total	73.9/21.5 ft.
Rear	0 ft. Min.	118.4 ft.
Maximum Commercial square footage or FAR	Greater of 10,000 sq. ft. or 1.0 FAR	4,886 sq. ft./0.11 FAR
Site Plan Required	Yes	Site Plan required for drive-thru

The Preliminary Plan has been reviewed for compliance with the Montgomery County Code, Chapter 50, the Subdivision Regulations. The Preliminary Plan meets all applicable sections. The proposed lot size, width, shape and orientation are appropriate for the location of the subdivision taking into account the recommendations of the Olney Master Plan, and the intended commercial use.

The lot is adequate in size and shape to provide the necessary space to construct the proposed drive-thru restaurant. The location and orientation of the lot allow the restaurant to front on Georgia Avenue and have a drive-thru in the rear of the lot. As envisioned by the Master Plan, the proposed the development will create a well-connected, pedestrian friendly, active commercial use.

## SECTION 3: SITE PLAN No. 820150100

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### Recommendations and Conditions

Staff recommends approval of Site Plan No. 820150100 subject to conditions. All site development elements shown on the latest electronic version as of the date of this Staff Report submitted via ePlans to the M-NCPPC are required except as modified by the following conditions.<sup>1</sup>

1. Preliminary Plan Conformance  
The development must comply with the conditions of approval for Preliminary Plan No. 120150180.
2. Site Design  
The exterior architectural character, proportion, materials, and articulation must be substantially similar to the architectural drawings submitted on April 30, 2015, as determined by M-NCPPC Staff.
3. Lighting
  - a) Prior to issuance of any above-grade building permit, the Applicant must provide certification to Staff from a qualified professional that the exterior lighting in this Site Plan conforms to the latest Illuminating Engineering Society of North America (IESNA) recommendations (Model Lighting Ordinance-MLO: June 15, 2011, or as superseded) for a development of this type. All onsite exterior area lighting must be in accordance with the latest IESNA outdoor lighting recommendations (Model Lighting Ordinance-MLO: June 15, 2011, or as superseded).
  - b) All onsite down-lights must have full cut-off fixtures.
  - c) Deflectors will be installed on all proposed fixtures causing potential glare or excess illumination.
  - d) Illumination levels must not exceed 0.5 footcandles (fc) at any property line abutting county roads and residential properties.
  - e) The light pole height must not exceed 27 feet including the mounting base.
4. Site Plan Surety and Maintenance Agreement  
Prior to issuance of any building permit, the Applicant must enter into a Site Plan Surety and Maintenance Agreement with the Planning Board in a form approved by the M-NCPPC Office of General Counsel that outlines the responsibilities of the Applicant. The Agreement must include a performance bond(s) or other form of surety in accordance with Section 59.7.3.4.K.4 of the Montgomery County Zoning Ordinance, with the following provisions:
  - a) A cost estimate of the materials and facilities, which, upon Staff approval, will establish the surety amount.
  - b) The cost estimate must include applicable Site Plan elements, including, but not limited to plant material, on-site lighting, site furniture, trash enclosures, retaining walls, fences, railings, paths and associated improvements within the relevant phase of development. The

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<sup>1</sup> For the purposes of these conditions, the term "Applicant" shall also mean the developer, the owner or any successor (s) in interest to the terms of this approval.

- surety must be posted before issuance of the any building permit within each relevant phase of development and will be tied to the development program.
- c) The bond or surety must be tied to the development program, and completion of all improvements covered by the surety for each phase of development will be followed by inspection and potential reduction of the surety.
  - d) The bond or surety for each phase shall be clearly described within the Site Plan Surety & Maintenance Agreement including all relevant conditions and specific CSP sheets depicting the limits of each phase.
5. Development Program  
The Applicant must construct the development in accordance with a development program table that will be reviewed and approved prior to the approval of the Certified Site Plan. Prior to release of the Use and Occupancy Certificate, the Applicant must obtain the necessary approvals for dedications, stormwater management, sediment and erosion control and other features to be implemented.
6. Certified Site Plan  
Before approval of the Certified Site Plan the following revisions must be made and/or information provided subject to Staff review and approval:
- a) Include the final forest conservation exemption letter, stormwater management concept approval letter, development program, and Site Plan resolution in the Certified Site Plan set.
  - b) Add a note stating that “Minor modifications to the limits of disturbance shown on the site plan within the public right-of-way for utility connections may be done during the review of the right-of-way permit drawings by the Department of Permitting Services.”
  - c) Modify data table to reflect development standards approved by the Planning Board.
  - d) Ensure consistency of all details and layout between Site and Landscape plans.

### **Site Plan Proposal**

The site plan No. 820150100 (“Site Plan”) proposes to redevelop the Subject Property under the standard method of development for the CRT zone. The Site Plan will replace the existing three-story commercial structure with a 4,886 square-foot restaurant with drive-thru. Unlike the existing building which has parking in front and is set back more than 35 feet from Georgia Avenue, parking for the proposed restaurant will be located to the side and rear of the Property, and the restaurant will be setback only 14.5 feet from Georgia Avenue. An outdoor patio with access to a new shared use path along Georgia Avenue is located within this setback, providing a pedestrian-orientated space and enhanced landscape treatment along Georgia Avenue. The proposed 126-seat restaurant is well-designed, featuring large windows, quality materials, and attractive architectural details represented on all four sides of the building. No recreation facilities are required for this Site Plan, but the restaurant will have a light-filled indoor recreational area for children, and there will be two outdoor patios with café tables and chairs on the north and west sides of the restaurant. The Property will be enhanced with nine shade trees, six ornamental trees, a variety of deciduous and evergreen shrubs and other plantings.



Figure 4: Illustrative Site Plan

### **Limited Use Findings for a Drive-Thru in the CRT Zone**

The new Zoning Ordinance in effect October 30, 2014, rezoned the Subject Property from the Mixed-Use Town Center (MXTC) to Commercial Residential Town (CRT). Section 3.1.6 of the Zoning Ordinance provides that restaurant uses are permitted in the CRT Zone. The proposed restaurant will also have a drive-thru, however, a drive-thru is an accessory commercial use, and a limited use in the CRT Zone per the use standards of Section 3.5.14.E.2.a.

#### **Section 59.3.5.14.E. Drive-Thru**

##### **1. Defined**

Drive-Thru means a facility where the customer is served while sitting in a vehicle. Drive-Thru includes drive-thru restaurants, banks, and pharmacies, but does not include Filling Station (see Section 3.5.13.C, Filling Station).

##### **2. Use Standards**

***a. Where a Drive-Thru is allowed as a limited use, it must satisfy the following standards:***

***i. A Drive-Thru, including the queuing area, must be located a minimum of 100 feet from any property that is vacant or improved with a residential use in the Agricultural, Rural Residential, or Residential Detached zones.***

There are no residentially or agriculturally zoned properties within 100 feet of the Subject Property.

**ii. For a Restaurant with a Drive-Thru, access to the site from a street with a residential classification is prohibited.**

There is no access to the Property from a residential street.

**iii. A drive-thru service window, drive aisle, or queuing area located between the street and the front main wall of the main building is prohibited.**

The drive-thru service window, drive aisle and queuing area is located at the rear of the building.

**iv. A drive-thru service window, drive aisle, or stacking area may be located between the street and the side wall of the main building on a corner lot if permanently screened from any street by a minimum 3 foot high wall or fence.**

This provision is not applicable because the Property is not a corner lot. As noted above, the drive-thru service window, drive aisle and stacking area are located to the rear of the building.

**v. Site plan approval is required under Section 7.3.4**

See the following section on Site Plan Analysis and Findings.

**vi. A conditional use application for a Drive-Thru may be filed with the Hearing Examiner if the limited use standards under Section 3.5.14.E.2.a.i through Section 3.5.14.E.2.a.iv cannot be met.**

As noted in the use standards above, the limited use standards under Section 3.5.14.E.2a.i through Section 3.5.14.E.2.a.iv have been met by this Application.

#### **Site Plan Analysis and Findings (Section 59.7.3.4E)**

**1. When reviewing an application, the approval findings apply only to the site covered by the application.**

The approval findings discussed below, only apply to the site covered under this application.

**2. To approve a site plan, the Planning Board must find that the proposed development:**

**a. satisfies any previous approval that applies to the site;**

The Applicant is submitting this application for concurrent Preliminary Plan and Site Plan approvals. The Site Plan is in conformance with Preliminary Plan No. 120150180 being considered concurrently with this Site Plan.

**b. satisfies under Section 7.7.1.B.5 the binding elements of any development plan or schematic development plan in effect on October 29, 2014;**

There are no previous approvals for a development plan or schematic development plan on the Subject Property.

**c. satisfies under Section 7.7.1.B.5 any green area requirement in effect on October 29, 2014 for a property where the zoning classification on October 29, 2014 was the result of a Local Map Amendment;**

The Mixed-Use Town Center (MXTC) Zone applied to the Subject Property by the 2005 Master Plan and was applied by sectional map amendment, not by local map amendment.

**d. satisfies applicable use standards, development standards, and general requirements under this Chapter;**

Use and Development Standards The development is in the CRT 2.0, C-1.0, R-1.0, H-70T. The following table shows the application’s conformance to the development standards of the CRT Zone. The Site Plan meets the development standards of Section 59-4.5.3, Commercial Residential Town – Standard Method Development, as shown in the Data Table Below:

*Table 4: Site Plan Data Table for the CRT-2.0 Zone*

<b>Development Standard</b>	<b>Permitted/Required</b>	<b>Proposed for Approval</b>
<b>Building Height (feet)</b>	70	25
<b>Building Setbacks (feet)</b>		
Street Front (Georgia Avenue)	0	14.5
Rear	0	118.4
Side (north)	0	73.9
Side (south)	0	21.5
Build To Area(Distance)	15	14.5
Build To Area (Percentage of facade)	70%	95.3%
<b>Parking Setbacks (feet)</b>		
Street Front (Georgia Avenue)	Behind Front Building Line	72.1
Rear	(planting area not required per Sect. 6.2.9.C.3.b.iv)	6.1
Side (north)		4.4
Side (south)		57.4
<b>Building Transparency Calculation (Georgia Avenue Side)</b>	25%	25.27%
<b>Green Area (% of lot)</b>	10%/3,933 sf min.	4,101 sf min.
<b>Impervious Area (maximum)</b>	90% of Parking Facility	86.5%/14,987sf
<b>Floor Area Ratio (FAR)</b>	1.0/10,000sf	0.11/4,886 sf
<b>Building Area (maximum square feet)</b>		
<b>Parking Facility Internal Landscaping (%)</b>	10	13.5
<b>Parking Spaces @4 spaces/1,000 patron sf</b>	12	30
<b>ADA Parking Spaces</b>	2	2
<b>Bicycle Parking</b>	1	1 U-Rack

***e. satisfies the applicable requirements of:***

***i. Chapter 19, Erosion, Sediment Control, and Stormwater Management; and***

The Site Plan is in conformance with Chapter 19, Erosion, Sediment Control and Stormwater Management. The MCDPS, in a letter dated May 28, 2015, accepts the stormwater management concept for the subject site. The stormwater management concept proposes to meet required stormwater management goals via four micro-bioretenion facilities and an underground detention/structural filtration facility.

***ii. Chapter 22A, Forest Conservation.***

This development received a Forest Conservation Exemption (#42015083E) on October 31, 2014, making the property exempt from the applicable Forest Conservation requirements.

***f. provides safe, well-integrated parking, circulation patterns, building massing and, where required, open spaces and site amenities;***

The proposed development provides safe, well-integrated parking and circulation patterns. Currently there are two right-in/right-out entrances to the Property from Georgia Avenue. The southern entrance includes a temporary concrete barrier between the Property and the adjacent site. This entrance will be closed to eliminate vehicular conflicts with the egress point for the adjacent commercial development. The Applicant proposes 32 parking spaces on the Property, with all of the parking located behind the front building line, and to the side and the rear of the building. To provide efficient queuing of vehicles, two drive-thru lanes will lead to tandem ordering stations at the rear of the Property, narrowing to a single lane that leads to the pick-up window. The pedestrian environment along Georgia Avenue is greatly enhanced by providing a direct pedestrian connection to the street-front entrance to the restaurant from the ten-foot shared use path. The façade and height of the restaurant is articulated to provide visual interest, and the two outdoor patios will provide additional seating opportunities for patrons.





Figure 5: Perspective View from Northwest (top) and Northeast

***g. substantially conforms with the recommendations of the applicable master plan and any guidelines approved by the Planning Board that implement the applicable plan;***

The Site Plan is in substantial conformance with the Master Plan. The Subject Property is within the Town Center district of the Olney Master Plan which states that “new developments in the Town Center should be encouraged to create a main street character by locating building fronts at or close to the sidewalk instead of requiring them to set back from the right-of-way line. The proposed restaurant and outdoor patio area are close to the shared use path and Georgia Avenue.

***h. will be served by adequate public services and facilities including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage, and other public facilities. If an approved adequate public facilities test is currently valid and the impact of the development is equal to or less than what was approved, a new adequate public facilities test is not required. If an adequate public facilities test is required the Planning Board must find that the proposed development will be served by adequate public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, and storm drainage;***

The development will be served by adequate public services and facilities. (see Adequate Public Facilities in the Preliminary Plan section of this report)

***i. on a property in a Rural Residential or Residential zone, is compatible with the character of the residential neighborhood; and***

Not Applicable, the Property is not located in a residential zone.

***j. on a property in all other zones, is compatible with existing and approved or pending adjacent development.***

The restaurant is compatible with the character of the commercial and office uses located nearby. The brick-faced building is approximately 25 feet in height which is in keeping with other one to three story brick buildings located in the area. The design of the restaurant relates well with the architecture of the building located on the northeast corner of Georgia Avenue and MD 108 which includes two walk-in, quick service restaurants with outdoor dining areas facing the street. The Chick-fil-A restaurant will have an attractive street presence and will greatly enhance the Georgia Avenue streetscape.



*From North*



*From South*



*From West (Georgia Avenue)*



From East

Figure 6: Building Elevations

**3. To approve a site plan for a restaurant with a Drive-Thru, the Planning Board must also find that a need exists for the proposed use due to an insufficient number of similar uses presently serving existing population concentrations in the County, and the uses at the location proposed will not result in a multiplicity or saturation of similar uses in the same general neighborhood.**

The Applicant submitted a Needs Study, dated October, 2014, which presents market information that demonstrates that there is presently an insufficient number of limited service restaurants in the Market Area to satisfy the current population. There is only one quick service restaurant with a drive-thru currently serving the Town Center population, and only two within the Market Area (Attachment 9). Based on information provided in the Needs Study, Staff finds that a need exists for a quick service restaurant with a drive-thru at this location and will not result in a multiplicity or saturation of similar uses in the neighborhood.

**4. For a property zoned C-1 or C-2 on October 29, 2014 that has not been rezoned by Sectional Map Amendment or Local Map Amendment after October 30, 2014, if the proposed development includes less gross floor area for Retail/Service Establishment uses than the existing development, the Planning Board must consider if the decrease in gross floor area will have an adverse impact on the surrounding area.**

Not Applicable, the Property was not zoned C-1 or C-2 on October 29, 2014.

**CONCLUSION**

The Preliminary and Site Plan Applications meet the requirements established by the CRT 2.0 Zone, C-1.0, R-1.0, H-70T, and substantially conforms to the recommendations of the 2005 Olney Master Plan. Staff recommends approval of the Preliminary and Site Plan, subject to the conditions contained in this report.

**ATTACHMENTS**

1. Preliminary Plan
2. Interparcel connection agreement
3. Forest Conservation Plan Exemption confirmation letter dated October 31, 2014
4. Stormwater Management Concept letter dated May 28, 2015
5. Site Plan
6. Statement of Justification from the Applicant
7. Maryland State Highway Administration letter dated July 10, 2015
8. Montgomery County Department of Transportation letter dated June 30, 2015
9. Montgomery County Department of Permitting Services letter dated May 28, 2015
10. Need Study: Chick-fil-A Restaurant with Drive-Thru dated October, 2014
11. Regulatory Plan Extension Request dated August 14, 2015



March 3, 2015 - FINAL  
Olney FSU - Adjoining Property

### **RECIPROCAL EASEMENT OPTION CONTRACT**

**THIS RECIPROCAL EASEMENT OPTION CONTRACT** (the “**Contract**”) is made as of this 8th day of April, 2015 (the “**Execution Date**”), by **CHICK-FIL-A, INC.**, a Georgia corporation, whose address is 5200 Buffington Road, Atlanta, Georgia 30349-2998 (“**CFA**”), and **1105 LIGHT STREET LIMITED PARTNERSHIP**, a Maryland limited partnership, with an address at Paragon Commercial Property Management, c/o Paragon CPM, LLC, 60 West Street, Suite 204, Annapolis, Maryland 21401, Attn: Mike Neu (“**Light Street**”). CFA and Light Street are sometimes referred to together in this Contract as the “**Party**” or “**Parties**”.

#### **WITNESSETH:**

**WHEREAS**, CFA previously executed and delivered that certain Ground Lease dated as of March 3, 2014, as amended (the “**Ground Lease**”), for approximately 41,121 square feet of land located in Olney, Montgomery County, Maryland (the “**CFA Tract**”), which CFA Tract is identified on the “**Concept Plan**” as the “CFA Tract”, such Concept Plan, being attached hereto and incorporated herein by reference as **Exhibit A**;

**WHEREAS**, Light Street owns fee simple title to certain real property located adjacent to the CFA Parcel, which property is labeled on the Concept Plan as the “LSLP Tract” (the “**Light Street Property**”);

**WHEREAS**, CFA prepared and Light Street approved the Concept Plan, whereby each of CFA and Light Street will upon the commencement of the effective date of the REA (hereinafter defined) benefit from and/or grant to the other Party, as applicable, certain non-exclusive easements for cross-access, cross-parking, grading and utilities across the Light Street Property and the CFA Tract as more specifically memorialized in that certain Reciprocal Easement Agreement in the form attached hereto and made a part hereof as **Exhibit B** (the “**REA**”); and

**WHEREAS**, to facilitate CFA’s intended development, as reflected on the Concept Plan, Light Street and CFA hereby agree to enter into and record the REA pursuant to the terms and conditions set forth herein.

**NOW AND THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, CFA and Light Street hereby agree as follows:

1. **Grant of Option.** In return for [REDACTED] (the “**Option Fee**”) in hand paid by CFA to Light Street, Light Street hereby grants to CFA an exclusive and irrevocable option (the “**Option**”) to record the REA. The Option Fee is deemed fully earned by Seller upon receipt and is non-refundable (except in the event of a Seller default as set forth at **Section 6** below). Said Option shall be exercised by CFA, if at all, by written notice to Light Street on or before the earlier to occur of (i) December 31, 2016 or (ii) the termination of the Ground Lease. If the Option is not exercised by the foregoing period or if the Ground Lease terminates pursuant to its terms, this Contract shall automatically terminate and expire. Upon execution of this Contract, the fully-executed REA will be deposited with CFA’s choice of national title insurance company, not to be released unless and until CFA exercises its option under this Contract. Upon CFA’s timely exercise of its Option in accordance

with this Contract, this Contract shall serve as the standing orders for the title company to record the REA in the land records of Montgomery County, Maryland.

2. **Concept Plan Approval.** Light Street hereby approves the Concept Plan; provided, however, that no material changes shall be made to the Concept Plan (with respect to the Light Street Property only) without Light Street's prior consent - such consent not to be unreasonably withheld, conditioned or delayed. CFA agrees to locate all buildings on the CFA Tract to the west of the red line as shown on the Concept Plan.

For the sake of clarity, the Parties acknowledge and agree that, as part of its initial construction on the CFA Tract, CFA shall complete the following work (at CFA's sole cost and expense), all as may be more particularly shown on the Concept Plan:

- a) raze the existing house located in the northeast corner of the LSLP Tract, thereafter patching the asphalt to create one (1) parking stall and otherwise seeding and stabilizing the area;
- b) if permitted by the applicable jurisdiction, relocate the dumpster from its current location on the LSLP Tract to the alternate location shown on the Concept Plan, repairing and restriping the parking area located in the original dumpster location to create three (3) new parking spaces;
- c) install a sidewalk in the area identified on the Concept Plan as "New Sidewalk";
- d) open a passage in the fence between the CFA Tract and the LSLP Tract to facilitate the cross-access, removing five (5) parking spaces in the process and creating two (2) new parking spaces in the northeast corner of the LSLP Tract; and
- e) install a sanitary sewer line and a storm drainage line to code within the Sewer Easements (as defined in the REA).

3. **Easement Fees.** CFA shall pay Light Street an "**Easement Fee**" equal to [REDACTED] on or before January 1st of each calendar year starting with the first to occur of (i) January 1, 2017 or (ii) CFA's opening for business to the public as a quick-service restaurant on the CFA Tract (such date referred to as the "**Easement Fee Commencement Date**"). The Easement Fee shall be prorated for any partial year and shall increase by [REDACTED] anniversary of the Easement Fee Commencement Date during the term of the REA.

4. **Costs & Expenses.** CFA shall pay any recording fees associated with the recordation of the REA. As consideration for Light Street's willingness to enter into this Contract, CFA agrees to reimburse Light Street for its actual, out-of-pocket legal expenses incurred in connection with the negotiation of the Contract and the REA, up to a maximum reimbursement of [REDACTED]. Said reimbursement shall be made, if at all, upon (a) execution of both the Contract and the REA and (b) provision of itemized legal invoices to CFA. The amount actually reimbursed, if any, shall be deducted from CFA's first Easement Fee. Further, CFA shall be responsible, at its sole cost, for all development work undertaken by CFA in accordance with the Concept Plan, as may be amended. Light Street will reasonably cooperate with CFA in obtaining any necessary governmental permits or approvals in connection with the development of the improvements contemplated by the Concept Plan (at no out-of-pocket expense to Light Street).

Further, in contrast to routine maintenance as described in Section 7.1 of the REA, CFA shall be responsible for a share of the capital expenditures incurred by LSLP in connection with repair or replacement of improvements installed by CFA on the LSLP Tract on the following schedule:



Also, commencing as of the Easement Fee Commencement Date, and provided that this REA has not been terminated, CFA agrees to pay to the owner of the LSLP Tract, within sixty (60) days of receipt of written demand from LSLP, which demand shall include a copy of the current property tax bill and evidence of payment of the same, an amount equal to [REDACTED] of the annual property taxes assessed against and paid with respect to that portion of the LSLP Tract included within tax account numbers 00711942 and 00711975 (the "Taxes"); provided, however, that in no event shall CFA be obligated to pay any taxes attributable to buildings erected upon the LSLP Tract. Any refund or rebate of Taxes will be returned to CFA pursuant to its prorate payment of Taxes.

5. **Right of Entry.** To allow CFA to proceed with its due diligence with respect to the Light Street Property, by its execution of this Contract, Light Street agrees to allow CFA to access the Light Street Property to conduct (at CFA's expense) all reasonable tests and investigations, including surveys, soils tests and environmental tests and investigations. CFA agrees to restore any portion of the Light Street Property disturbed in connection with any such tests and investigations conducted by CFA. CFA will not conduct physically intrusive testing on the Light Street Property without the express written consent of Light Street. Except for negligence or willful acts by Light Street or its agents, contractors or employees, CFA agrees to indemnify and hold Light Street harmless from and against any and all loss, cost, damage or expense arising out of or due to physical damage or injury to the LSLP Tract (or any persons located thereon) arising from any entry onto the Light Street Property by CFA, its employees, agents or contractors. Any work performed on the Light Street Property by CFA shall be done so as to minimally interfere with the use of the Light Street Property by Light Street's tenants for parking and access. The access granted hereunder shall end upon the termination of this Contract; provided, however, that the REA, if released and recorded, will have its own terms for access.

6. **Performance.** Time is of the essence of this Contract. In the event of default by CFA which remains uncured as of the thirtieth (30th) day following written notice of such default to CFA (including, without limitation, the failure of CFA to timely pay any installment of the Easement Fee), Light Street may, as its sole option, (i) terminate this Contract and retain (or recover) the Option Fee and Easement Fee(s) paid and otherwise accrued to date, if any, as its sole and exclusive remedy, and (ii) if the REA has previously been placed of record, Light Street is hereby authorized to terminate the same. To facilitate such termination, CFA will, upon request at any time, deposit a signed Termination and Release with Fidelity National Title Company along with standing instructions to release the same to Light Street upon written demand and an affidavit from Light Street swearing and affirming that CFA has defaulted under this Contract beyond any applicable notice and cure period. In the event of default by Light Street, CFA's remedies shall be limited to either (i) terminating this Contract, in which event Light Street shall return to CFA the Option Fee and any Easement Fee(s) paid pertaining to the period of time after such default (if any); or (ii) seeking specific performance of this Contract.

7. **Successors and Assigns.** This Contract shall bind CFA and Light Street and anyone succeeding to their interests in this Contract.

8. **Amendment.** Together with the REA, this Contract represents the Parties' entire agreement. It supersedes all prior statements, negotiations and agreements, whether written or oral. This Contract may not be amended, altered or modified except by a written instrument executed by CFA and Light Street.

9. **Notices.** During the term of this Contract, or until written notice of a change in address is delivered to the other Party, notices shall be sent in writing and delivered personally or sent by certified mail or by overnight express mail by a nationally recognized carrier (such as Federal Express, UPS, DHL, or Airborne) to the following addresses:

To Light Street: 1150 Light Street Limited Partnership  
Paragon Commercial Property Management  
c/o Paragon CPM, LLC  
60 West Street, Suite 204  
Annapolis, Maryland 21401  
Attn: Mike Neu

To CFA: Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349-2998  
Attn: Real Estate Legal - Property Management

With a copy to: Seyfarth Shaw LLP  
1075 Peachtree Street, NE, Suite 2500  
Atlanta, Georgia 30309  
Attn: Kevin A. Woolf, Esq.

Any such notices shall be deemed to have been given on the day after the date on which the notice was delivered to the overnight courier for delivery (with all delivery fees paid, if the party sending the notice does not have an established account with the courier permitting delayed billing), or two days after the date the notice was deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed if the notice was sent by certified mail.

10. **Choice of Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any conflict of laws principles that might otherwise apply.

11. **Third Parties.** There are no third party beneficiaries to this Contract.

12. **Pronouns.** All pronouns used in this Contract shall be effective to identify the persons referred to, regardless of their gender and whether they are singular or plural.

13. **Severability.** Should any provision of this Contract be declared to be invalid or unenforceable, it shall not affect the validity or enforceability of this Contract as a whole or any part thereof, other than the part so declared invalid/unenforceable; provided, however, the Parties shall renegotiate, if possible, the invalid/unenforceable provision in a manner consistent with the original intent.

14. **Brokers.** CFA and Light Street acknowledge [REDACTED] as the sole broker ("**Broker**") with respect to this transaction, and Light Street agrees to be responsible for the payment of any commissions owed to Broker in accordance with the terms of a separate commission agreement(s) between Light Street and the Broker. Each Party agrees to indemnify and hold harmless the other from and against any and all claims for real estate commissions, fees or similar charges with respect to this transaction, arising by, through or under the indemnifying Party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section.

15. **Attorney's Fees.** If litigation arises out of or in connection with this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs actually incurred.

16. **Execution.** The Parties agree that this Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

17. **Confidentiality.** CFA and Light Street agree that the terms and conditions of this Contract, including all exhibits, will not be communicated or disclosed by either party to any other person or entity without the prior, written consent of the non-disclosing party, other than to each party's respective attorneys, engineers, brokers, accountants or other agents (the "**Agents**"). CFA and Light Street agree that any Agents to whom the terms of this Contract are communicated will be obligated in like manner not to communicate or disclose the terms and provisions of this Contract.

18. **Miscellaneous.** The terms and conditions of this Contract shall survive the exercise of the Option for so long as the REA remains in place.

[Remainder of page intentionally left blank]

[OLNEY FSU (03440) - RECIPROCAL EASEMENT OPTION CONTRACT]

IN WITNESS WHEREOF, CFA has caused this Contract to be executed and delivered under seal as of the day and year first above written by its properly authorized representatives.

CFA:

CHICK-FIL-A, INC., a Georgia corporation

By: B. Lynn Chastain  
Name: B. Lynn Chastain  
Title: Senior Vice President and General Counsel

By: S. Tammy Pearson  
Name: S. Tammy Pearson  
Title: Vice President and Assistant General Counsel

[CORPORATE SEAL]

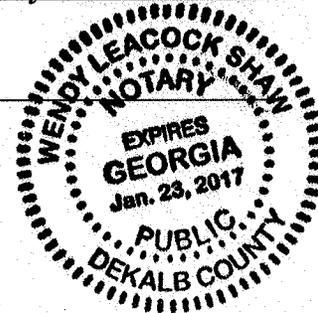
STATE OF Georgia  
COUNTY OF Fulton

That on this day came before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named B. Lynn Chastain and S. Tammy Pearson, to me personally well known, who stated that they are the Senior Vice President and Vice President, respectively, of Chick-fil-A, Inc., a Georgia corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they have so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2<sup>nd</sup> day of April, 2015.

Wendy Leacock Shaw  
Notary Public

My commission expires: \_\_\_\_\_



[OLNEY FSU (03440) – RECIPROCAL EASEMENT OPTION CONTRACT]

IN WITNESS WHEREOF, Light Street has caused this Contract to be executed and delivered under seal as of the day and year first above written by its properly authorized representative.

LIGHT STREET:

1105 LIGHT STREET LIMITED PARTNERSHIP,  
a Maryland limited partnership

By: Alvin Miller a  
Miller GP Inc, its general partner

By: [Signature] [SEAL]  
Name: Alvin Miller  
Title: Partner

STATE OF MD

COUNTY OF Baltimore

That on this day came before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Alvin Miller to me personally well known, who stated that he/she is the president of Miller GP Inc, a partner, the general partner of Light Street Limited Partnership, a Maryland limited partnership, and was duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said partnership, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8 day of April, 2015.

[Signature]  
Notary Public

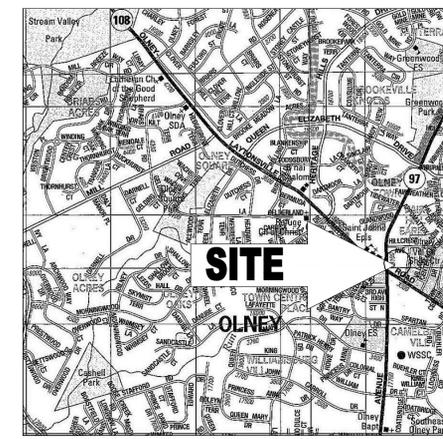
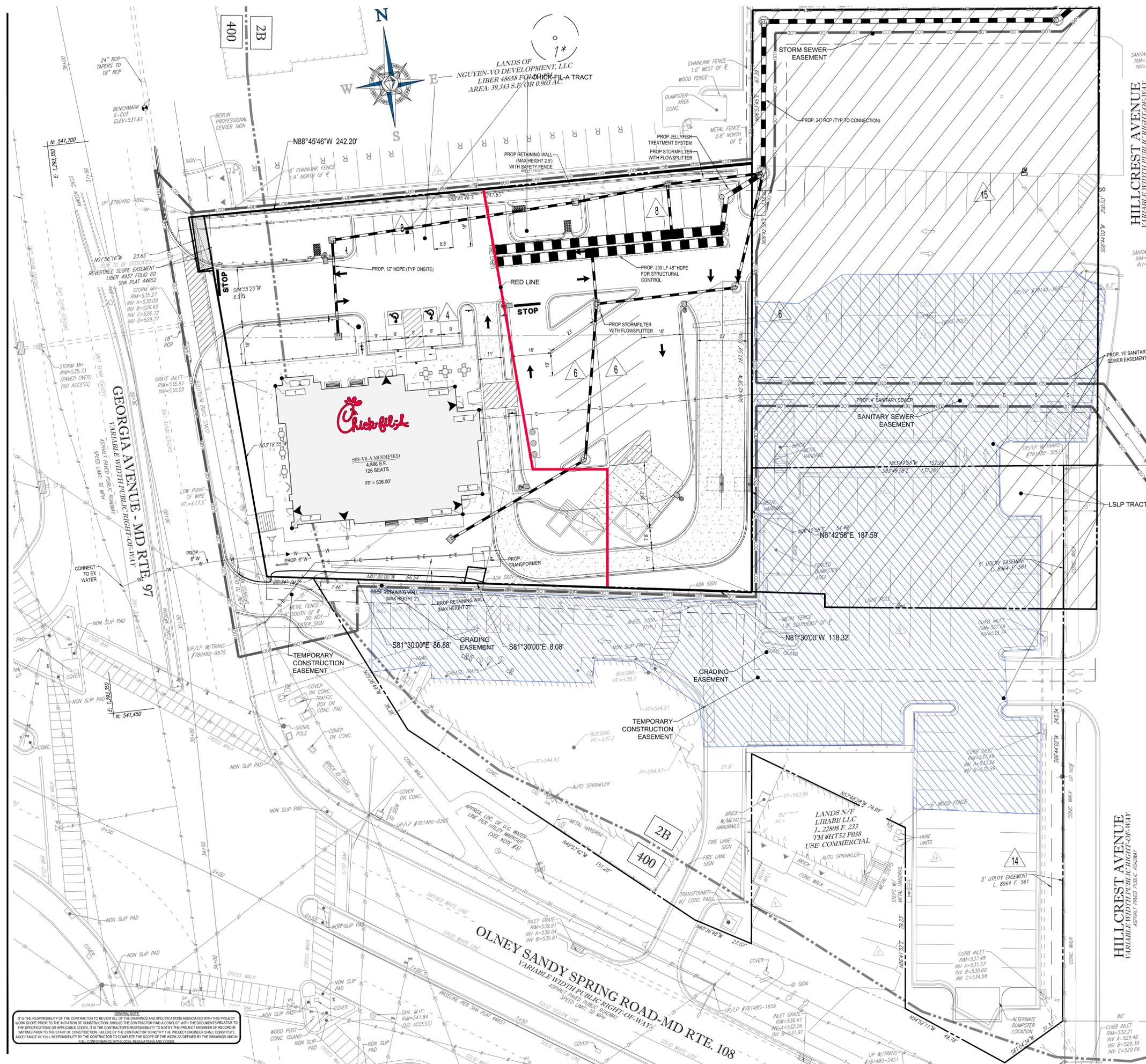
My commission expires: 7/12/15



**EXHIBIT "A"**  
**TO**  
**RECIPROCAL EASEMENT OPTION CONTRACT**

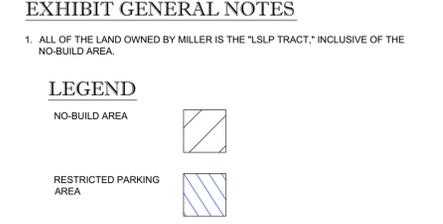
**CONCEPT PLAN**

[See Attached]



**EXHIBIT GENERAL NOTES**

- ALL OF THE LAND OWNED BY MILLER IS THE 'LSP TRACT,' INCLUSIVE OF THE NO-BUILD AREA.



THE FOLLOWING STATES REQUIRE NOTIFICATION BY EXCAVATORS, DESIGNERS OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE (IN VIRGINIA, MARYLAND, AND DELAWARE 911 (INV. 1-800-245-4848) (PA 1-800-242-1772) (VA 1-800-552-7071) (MD 1-800-267-7777) (DE 1-800-292-8555))

Revisions:  
 Mark Date By

Mark Date By

Mark Date By

**M.K. JONES**

PROFESSIONAL ENGINEER  
 MARYLAND LICENSE NO. 30999

PROFESSIONAL CERTIFICATION  
 I, M. K. JONES, HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NO. 30999, EXPIRATION DATE: 03/31/2015

**BOHLER ENGINEERING**

OFFICE: MARYLAND  
 OFFICE: VIRGINIA  
 OFFICE: NORTH CAROLINA  
 OFFICE: SOUTH CAROLINA  
 OFFICE: GEORGIA  
 OFFICE: ALABAMA  
 OFFICE: ARIZONA  
 OFFICE: CALIFORNIA  
 OFFICE: FLORIDA  
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 OFFICE: KANSAS  
 OFFICE: MISSISSIPPI  
 OFFICE: MISSOURI  
 OFFICE: NEBRASKA  
 OFFICE: NEVADA  
 OFFICE: NEW YORK  
 OFFICE: OHIO  
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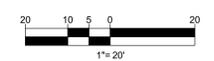
SHEET TITLE  
**REA**  
**EXHIBIT**

DWG EDITION **02.4**

Preliminary  
 80% Submittal  
 For Construction

Job No. : MB136501  
 Store :  
 Date : 03/31/2015  
 Drawn By : RJB  
 Checked By : JBM

Sheet  
**1**



**EXHIBIT "B"**  
**TO**  
**RECIPROCAL EASEMENT OPTION CONTRACT**

**REA**

[See Attached]

Prepared by and after recording return to:  
Seyfarth Shaw LLP  
1075 Peachtree Street, NE, Suite 2500  
Atlanta, Georgia 30309  
Attn: Kevin A. Woolf, Esq.

---

SPACE ABOVE FOR RECORDER'S USE ONLY

## RECIPROCAL EASEMENT AGREEMENT

**THIS RECIPROCAL EASEMENT AGREEMENT** (this "**REA**") is entered into by and between **CHICK-FIL-A, INC.**, a Georgia corporation ("**CFA**"), and **1105 LIGHT STREET LIMITED PARTNERSHIP**, a Maryland limited partnership ("**LSLP**"). CFA and LSLP are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**". The effective date of this REA is March \_\_, 2015.

### I. BACKGROUND

**1.1** Pursuant to that certain agreement by and between CFA and Nguyen-Vo Development, LLC, having an effective date of March 3, 2014 (as amended from time-to-time, the "**Agreement**"), CFA has a real property interest in certain real property located in Olney, Montgomery County, Maryland, as particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**CFA Tract**").

**1.2** LSLP is the owner of certain real property located in Olney, Montgomery County, Maryland, described on **Exhibit "B"** attached hereto and made a part hereof (the "**LSLP Tract**", together with the CFA Tract, collectively, the "**Tracts**" and each, a "**Tract**"). The Tracts, which are contiguous, are depicted on **Exhibit "C"** (the "**Concept Plan**").

**1.3** CFA and LSLP desire to enhance the use of their respective Tracts and to agree upon and to establish certain rights and servitudes on the Tracts. The easements created below, being the Access Easements, the Parking Easement, the Sewer Easements, the Grading Easement, and the Temporary Construction Easement, are sometimes referred to collectively as the "**Easements**".

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

## II. ACCESS EASEMENTS

### 2.1 Access Easements.

2.1.1 CFA, as grantor, hereby establishes, declares, conveys and grants to LSLP, as grantee, for the benefit of the LSLP Tract, a non-exclusive access easement (the "**CFA Access Easement**") on, over and across the paved area of the CFA Tract as it may exist from time to time for the purpose of pedestrian and vehicular ingress and egress between the LSLP Tract and Georgia Avenue for so long as the Agreement is in full force and effect.

2.1.2 LSLP, as grantor, hereby establishes, declares, conveys and grants to CFA, as grantee, for the benefit of the CFA Tract, a non-exclusive access easement (the "**LSLP Access Easement**", together with the CFA Access Easement, collectively, the "**Access Easements**", and each, an "**Access Easement**") on, over and across the paved areas of the LSLP Tract as it may exist from time to time, for the purpose of pedestrian and vehicular ingress and egress to and from the CFA Tract for so long as the Agreement is in full force and effect.

### 2.2 Matters Affecting the Access Easements.

2.2.1 No Obstructions. No fence or other barrier shall be constructed on the Tracts that would unreasonably restrict the Access Easements in such a way as to prevent the passage of pedestrian or vehicular traffic over and across the Access Easement areas.

2.2.2 Reservation of Rights. Each Party hereto reserves the right to use and enjoy the Access Easement area located on such Party's Tract, including but not limited to the right to construct, repair, maintain and relocate curb cuts, driveway entrances, utility lines, sidewalks, walkways, drainage and other facilities, and landscaping and other amenities therein and thereon, provided that such use and enjoyment does not unreasonably conflict with the other Party's use and enjoyment of the Access Easement area for which it is the beneficiary. Each Access Easement area is established subject to any and all easements, covenants, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the applicable Access Easement area to the extent that the same still may be in force and effect.

## III. PARKING EASEMENT

3.1 Parking Easement. LSLP, as grantor, hereby establishes, declares, conveys and grants to CFA, as grantee, for the benefit of the CFA Tract, a non-exclusive access and parking easement over and across the LSLP Tract for the parking of motor vehicles for CFA's customers and up to fifteen (15) employees on the LSLP Tract and for pedestrian and vehicular egress and ingress in, over, upon and across the LSLP Tract as necessary to provide pedestrian and vehicular access between the CFA Tract and the LSLP Tract (the "**Parking Easement**") for so long as the Agreement is in full force and effect. In no event shall vehicles be parked overnight nor shall delivery or other commercial trucks park in the Parking Easement. Further, employees working on the CFA Tract shall not park in the area denoted on the Concept Plan as "Restricted Parking Area". So long as the net number of parking spaces available for CFA's employees on the LSLP Tract does not decrease and the Restricted Parking Area is not shifted further north, the owner of the LSLP Tract may unilaterally modify the Restricted Parking Area from time to time upon written notice to CFA. In the event the northernmost portion of the LSLP Tract should be permitted and paved as parking, or in the event LSLP purchases the land identified on the Concept Plan as "Lands N/F Libabe LLC" ("**Future Land**"), said areas shall be included within the Parking Easement.

3.2 Enforcement. Following advance telephonic notice to the operator of the business located on the CFA Tract (whose name and phone number can be found at [www.chick-fil-a.com](http://www.chick-fil-a.com)), the owner of the LSLP Tract may tow or cause to be towed any vehicle belonging to an employee of the business operating on the CFA Tract whose vehicle is parked (i) within the Restricted Parking Area or (ii) anywhere on the LSLP Tract to the extent said vehicle is in excess of the fifteen (15) employee vehicles allowed. Similarly, CFA may tow or cause to be towed any vehicle parked on the CFA Tract whose owner / occupant is not actively engaged in business upon the CFA Tract. In order to ensure the reasonable availability of the limited parking area open to CFA's employees on the LSLP Tract, in no event shall LSLP restrict its users or tenants from parking their employees within the Restricted Parking Area.

#### IV. SEWER EASEMENTS

4.1 Sewer Easements. LSLP, as grantor, hereby establishes, declares, conveys and grants to CFA, as grantee, for the benefit of the CFA Tract, a perpetual, non-exclusive easement upon, over, through and across the LSLP Tract in those areas identified on the Concept Plan as "Sanitary Sewer Easement" and "Storm Sewer Easement" for CFA to construct, tie into, maintain, repair, and replace all storm water and sanitary sewer facilities that are reasonably necessary to serve the CFA Tract (the "Sewer Easements"); provided, however, that in no event shall utility service be disrupted to the businesses operating on the LSLP Tract as a result of CFA's use of the Sewer Easements, and any disruption to access to the LSLP Tract shall be as minimal and of as limited duration as reasonably possible.

4.2 Maintenance and Relocation by CFA. CFA, or its successor, shall be responsible for the permitting, installation, maintenance, and repair, at its cost, of the Sewer Easements serving the CFA Tract and located on the LSLP Tract. Any utilities serving both Tracts (whether separately metered or otherwise) shall be paid on a prorata basis based on the usage of each Party, and any excess shall be reimbursed by the non-paying Party. Any such installation, maintenance, repair, replacement, relocation and removal of utilities located on the LSLP Tract by CFA shall be performed upon at least fifteen (15) days' advance notice to LSLP of CFA's intention to do such work.

4.3 Relocation by LSLP. LSLP reserves the right, at LSLP's expense, to relocate the "Sanitary Sewer Easement" and/or "Storm Sewer Easement" from time to time; provided that (i) CFA is given at least ninety (90) days advance written notice of such relocation, (ii) the relocation is conducted in such a way that CFA experiences no disruption in service, and (iii) LSLP provides a supplement to this Declaration updating the location of the "Sanitary Sewer Easement" and/or "Storm Sewer Easement".

#### V. GRADING EASEMENT

5.1 Grading Easement. LSLP, as grantor, hereby establishes, declares, conveys and grants to CFA, as grantee, for the benefit of the CFA Tract, in connection with the redevelopment of the CFA Tract, a non-exclusive temporary easement, right and privilege over and across the portion of the LSLP Tract that is adjacent to the eastern property line of the CFA Tract, as depicted on the Concept Plan, for grading and repaving of the land located within the Temporary Construction Easement Area (as defined below) in order to create a smooth transition between the Tracts (the "Grading Easement").

#### VI. TEMPORARY CONSTRUCTION EASEMENT

6.1 Temporary Construction Easement. LSLP, as grantor, hereby establishes, declares, conveys and grants to CFA and its contractors, subcontractors and agents for the benefit of the CFA

Tract, a non-exclusive temporary construction easement (the "**Temporary Construction Easement**") over, on, and across portions of the LSLP Tract abutting and located on the eastern boundary of the CFA Tract, as shown on the Concept Plan, for the purpose of (i) completing its work within the Sewer Easements, (ii) completing its work within the Grading Easement, (iii) erecting temporary construction fences, silt fences and other erosion control and safety devices as required by any governmental agency, and (iv) providing for the temporary right of access, ingress and egress by personnel, materials and machines of CFA as is reasonably necessary to complete the aforementioned work as well as that work set forth in that certain Reciprocal Easement Option Contract executed as of even date herewith. The Temporary Construction Easement shall also include the right, from time-to-time and for temporary periods of time only, of incidental incursions by CFA onto the LSLP Tract, provided the same is reasonably related to the construction of improvements to the CFA Tract. The Temporary Construction Easement shall lapse and expire upon the completion of the improvements identified on the Concept Plan. CFA shall use commercially reasonable efforts to ensure that its development of the CFA Tract, and its use and enjoyment of the Temporary Construction Easement, do not materially interfere with the access and parking rights of LSLP's existing tenants, and that, once CFA has commenced work on the LSLP Tract, such work is diligently pursued to completion. LSLP shall reasonably cooperate with and assist CFA in CFA's efforts to obtain governmental permits and approvals in connection with the development of the CFA Tract.

## VII. MAINTENANCE / REPAIR

**7.1 Maintenance.** Each Party shall maintain and keep in good condition and repair, or cause to be maintained and kept in good condition and repair in accordance with commercially reasonable standards, at its sole cost and expense, the paved areas located on its respective Tract, including the maintenance, repair, replacement, sweeping, cleaning and re-striping thereof. In the event a Party (a "**Defaulting Party**") shall fail to maintain the paved areas located on its Tract in the manner prescribed in the preceding sentence within thirty (30) days of the receipt of written notice from the other Party (a "**Non-Defaulting Party**") (but without notice in the event of an emergency), the Non-Defaulting Party shall have the right (but not the obligation) to enter the Tract of a Defaulting Party for the purpose of performing such maintenance, and the Defaulting Party shall reimburse the Non-Defaulting Party for the cost incurred with interest thereon at a rate of four percent (4%) per annum from the date of demand for payment until paid, together with any costs of collection thereof, including reasonable attorney's fees. Notwithstanding any document of record as of the date hereof or placed of record during the term of this REA, CFA will have no obligation to contribute toward any shopping center expenses or common area maintenance charges related to the Tract owned by LSLP.

**7.2 Construction Activities.** All construction and maintenance activities undertaken pursuant to or as authorized by this REA shall be conducted so as to minimize interference with the other Party's use of its Tract. In addition, the Parties agree that all installations, maintenance, repairs and/or removals contemplated herein shall be performed in compliance with all applicable laws and the requirements of all regulatory authorities and in a good and workmanlike manner.

**7.3 Damage.** Any damage to a Tract caused by a Party hereto and/or such Party's agents, representatives, employees, tenants, guests and invitees (collectively, the "**Damaging Party**") shall be promptly repaired in a good and workmanlike manner by the Damaging Party at its sole cost and expense to at least the condition that existed prior to such damage. In the event the Damaging Party shall fail to timely repair the aforementioned damage within thirty (30) days of the receipt of written notice about such damage, the Party suffering damage (collectively, the "**Damaged Party**") shall have the right to repair such damage and the Damaging Party, within ten (10) business days of receipt of written demand

and documentation substantiating any claim for reimbursement, shall reimburse the Damaged Party for the cost incurred with interest thereon at a rate of four percent (4%) per annum from the date of demand for payment until paid, together with any costs of collection thereof, including reasonable attorney's fees.

## VIII. INDEMNIFICATION

**8.1 Indemnification.** Each Party having rights with respect to the Easements granted hereunder shall indemnify and hold the Party whose Tract is subject to the easement harmless from and against all third party claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or alleged to have arisen out of the omission to perform any obligations hereunder, except for the negligent, intentional or willful acts or omissions of the indemnified Party, its contractors, employees, agents, or others acting on behalf of such benefitted Party. This indemnity shall be binding on the respective Party as of the date the act or omission from which the claim, liability, cost or judgment arises (or is alleged to arise) occurs, and shall not be personal but shall be deemed a covenant running with the land. Accordingly, each successive Party shall be liable under this Section 8.1 for all claims, liabilities, costs or judgments arising only during its ownership of its respective Tract. Similarly, each party hereby agrees to reimburse the other party for their actual, out-of-pocket expenses reasonably incurred (including attorneys' fees actually incurred) in enforcing the terms and conditions of this REA.

## IX. INTENTIONALLY OMITTED

## X. RESTRICTIVE COVENANTS

**10.1 Improvement Restrictions.** CFA agrees that it shall locate the restaurant it intends to build on the CFA Tract to the west of the red line shown on the Concept Plan. LSLP agrees that it shall not construct any buildings or structures on the portions of the LSLP Tract labeled "No Build Area" on the Concept Plan.

**10.2 Parking Ratios.** Following implementation of the improvements shown on the Concept Plan, the owner of the LSLP Tract shall thereafter add no more than one thousand (1,000) square feet of building area to the LSLP Tract unless such owner maintains the parking ratio existing on the LSLP Tract immediately prior to such addition. The Parties acknowledge that the owner of the LSLP Tract may satisfy this parking requirement by (i) acquiring the Future Land and adding parking thereon, and/or (ii) adding structured parking so long as such structured parking is limited to that portion of the LSLP Tract located south of the "Sanitary Sewer Easement" and, in such event, the parking spaces located within and to the north of the "Sanitary Sewer Easement" shall become for the exclusive use of the CFA Tract. Similarly, following implementation of the improvements shown on the Concept Plan, CFA shall thereafter make no changes to the CFA Tract which result in the loss of four or more parking spaces located on the CFA Tract without the advance written consent of the owner of the LSLP Tract.

## XI. MISCELLANEOUS.

**11.1 Notice.** Each notice or document ("**Notice**") required or permitted to be given under this REA shall be in writing and shall be delivered either by personally delivering it (including Federal Express or commercial courier service) or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate Party (and marked to a particular individual's attention). Such Notice shall be deemed delivered at the time of

March 13, 2015 - FINAL

personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt of the Notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept the Notice shall be deemed to be receipt of the Notice. In addition, the inability of the United States Postal Service to deliver the Notice because of a change of address of the Party of which no Notice was given to the other Party as provided below shall be deemed to be the receipt of the Notice sent. The address for receipt of Notice may be changed by either Party by designating the change of address to the other Party in writing. The initial addresses of the Parties are as follows:

If to CFA: Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349  
ATTN: Real Property Asset Management

with a copy to: Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349  
ATTN: Real Estate Legal Department – FSU Division

If to LSLP: Paragon Commercial Property Management  
c/o Paragon CPM, LLC  
60 West Street, Suite 204  
Annapolis, Maryland 21401  
Attn: Mike Neu

Any Party may designate another address by giving written notice to the other Party as provided herein.

**11.2 Insurance.** Each Party shall, at its own expense, obtain, carry and keep in force comprehensive general public liability insurance against any liability or claim for personal injury, wrongful death or property damage for which the Party is responsible to the other under this REA or by law, with financially responsible insurers authorized to transact insurance business in the state of Maryland, with a combined single limit of not less than \$2 million per occurrence. Such insurance may be provided via self-insurance or written by additional premises endorsement on any master policy of insurance which may cover other property, in addition to the properties which form the subject of this REA; provided that the coverage provided by such policy shall (a) meet the requirements of this REA; (b) not be reduced by any claims made with respect to other properties; and (c) be in such amount as will preclude the insureds from being held to be co-insurers.

**11.3 Power and Authority.** Each Party represents and warrants to the other that such Party has the right, power and authority to enter into and perform this REA.

**11.4 Multiple Counterparts.** This REA may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement; but in making proof of this REA, it shall not be necessary to produce or account for more than one such counterpart.

**11.5 Termination.** The easements, restrictions, rights and obligations created hereunder which are temporary in nature shall be rescinded, destroyed and terminated automatically and in full, without the requirement of any additional action taken, upon the termination of the Agreement, and/or upon the

recording in the real estate records of Montgomery County, Maryland, of an instrument(s) in writing purporting to rescind, destroy or terminate any or all such easements, restrictions, rights and obligations, executed and acknowledged in the manner suitable for recording by all of the Parties and all of the lien holders owning and holding liens or security interests in a Tract. Notwithstanding the foregoing, either Party hereto may unilaterally record a *Confirmation of Termination* upon the termination of the Agreement so as to terminate of record the temporary easements contained herein.

**11.6 Non-Public.** The easements hereby created are not public easements but are private easements for the use and benefit of the Parties hereto, their successors and assigns, and their successors in title to the whole or any portion of the Tracts, and their respective lessees, tenants, and invitees, and also for the use and benefit of the owners and holders of all liens, present and future, whether the same be created by deed, deed of trust, security agreement, assignment or rental, assignment of leases, or other voluntary contractual documents covering the whole or any portion of the Tracts.

**11.7 Applicable Law.** This REA shall be construed under the laws of the State of Maryland.

**11.8 Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of this REA.

**11.9 Bankruptcy.** In the event of any bankruptcy affecting any Party, the Parties agree that this REA shall, to the maximum extent permitted by law, be considered an agreement that runs with the Tracts and that is not subject to rejection, in whole or in part, by the bankrupt person or entity.

**11.10 Binding Effect.** This REA shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

**11.11 Time is of the Essence.** Time is of the essence in this REA.

**11.12 Option Contract.** This REA is to be read in conjunction with that certain Reciprocal Easement Option Contract dated on or about even date herewith between the Parties, the terms and conditions of which are hereby incorporated by reference.

**[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGES FOLLOW]**

[OLNEY FSU (03440) – RECIPROCAL EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have caused this REA to be executed and delivered under seal as of the day and year first above written by its properly authorized representative.

CFA:

CHICK-FIL-A, INC., a Georgia corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

That on this day came before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named \_\_\_\_\_ and \_\_\_\_\_, to me personally well known, who stated that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of Chick-fil-A, Inc., a Georgia corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they have so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[OLNEY FSU (03440) – RECIPROCAL EASEMENT AGREEMENT]

LSLP:

1105 LIGHT STREET LIMITED PARTNERSHIP,  
a Maryland limited partnership

By: \_\_\_\_\_, a  
\_\_\_\_\_, its general partner

By: \_\_\_\_\_ [SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

That on this day came before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named \_\_\_\_\_ to me personally well known, who stated that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, the general partner of Light Street Limited Partnership, a Maryland limited partnership, and was duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said \_\_\_\_\_, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**CONSENT TO AND JOINDER IN  
RECIPROCAL EASEMENT AGREEMENT**

The undersigned, being the "Beneficiary" and/or "Lender" with respect to the LSLP Tract (as said term is defined in the REA to which this consent and joinder is attached), hereby consents to the REA to which this consent and joinder is attached, and solely for the purpose of subordinating the interest of the undersigned in the LSLP Tract (as such interest may arise pursuant to that certain Deed of Trust from 1105 Light Street Limited Partnership to the undersigned dated \_\_\_\_\_ and recorded \_\_\_\_\_ in the Official Records of the Montgomery County Clerk as Document No. \_\_\_\_\_, as modified, or otherwise) joins in the conveyance of the easements, the establishment of covenants and the other terms and provisions as set forth therein. The undersigned assumes no liabilities or obligations under the REA by signing this consent.

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

That on this day came before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named \_\_\_\_\_ to me personally well known, who stated that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and was duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said \_\_\_\_\_, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT "A"**  
**TO**  
**DECLARATION OF EASEMENTS AND COVENANTS**

**DESCRIPTION OF CFA TRACT**

**METES AND BOUNDS DESCRIPTION**  
**CFA PARCEL**

**LANDS OF**  
**QUANG HY NGUYEN AND LIENHAI NGUYEN HY QUANG**  
**LIBER 48338 FOLIO 199**  
**AND**  
**DUY QUANG VO AND MYHOA H. NGUYEN-VO**  
**LIBER 17100 FOLIO 870**  
**EIGHTH ELECTION DISTRICT**  
**MONTGOMERY COUNTY, MARYLAND**

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LIMITS OF GEORGIA AVENUE – MD RTE. 97 (VARIABLE WIDTH RIGHT-OF-WAY) WITH THE DIVISION LINE BETWEEN PARCEL N, BERLIN PROFESSIONAL CENTER CONDOMINIUM (PLAT NOS. 7439 – 7441) ON THE NORTH, AND THE LANDS OF QUANG HY NGUYEN AND LIENHAI NGUYEN HY QUANG (LIBER 48338 FOLIO 199) AND DUY QUANG VO AND MYHOA H. NGUYEN-VO (LIBER 17100 FOLIO 870) ON THE SOUTH, THENCE WITH SAID DIVISION LINE;

1. SOUTH 88° 45' 46" EAST, 247.65 FEET TO AN IRON PIPE FOUND MARKING THE INTERSECTION OF SAID DIVISION LINE WITH THE DIVISION LINE BETWEEN THE LANDS OF 1105 LIGHT STREET LIMITED PARTNERSHIP (LIBER 39709 FOLIO 105, PARCEL 2) ON THE EAST, AND THE SAID LANDS OF QUANG HY NGUYEN AND LIENHAI NGUYEN HY QUANG & DUY QUANG VO AND MYHOA H. NGUYEN-VO ON THE WEST, THENCE WITH SAID DIVISION LINE AND CONTINUING WITH THE DIVISION LINE BETWEEN PARCEL F, OLNEY (PLAT BOOK 111 PLAT NO. 12985) ON THE EAST AND SAID LANDS OF QUANG HY NGUYEN AND LIENHAI NGUYEN HY QUANG & DUY QUANG VO AND MYHOA H. NGUYEN-VO ON THE WEST;

2. SOUTH 06° 42' 58" WEST, 187.59 FEET, THENCE CONTINUING WITH THE SAID DIVISION LINE BETWEEN PARCEL F, OLNEY ON THE SOUTH, AND SAID LANDS OF QUANG HY NGUYEN AND LIENHAI NGUYEN HY QUANG & DUY QUANG VO AND MYHOA H. NGUYEN-VO ON THE NORTH;

3. NORTH 81° 30' 00" WEST, 118.32 FEET, THENCE DEPARTING SAID DIVISION LINE WITH THE SOUTHERLY LINE OF THE SAID LANDS OF QUANG HY NGUYEN AND LIENHAI NGUYEN HY QUANG & DUY QUANG VO AND MYHOA H. NGUYEN-VO, THE FOLLOWING THREE COURSES AND DISTANCES;

4. NORTH 19° 40' 42" EAST, 6.79 FEET, THENCE;

5. CONTINUING, NORTH 77° 50' 00" WEST, 7.99 FEET, THENCE;

6. CONTINUING, SOUTH 19° 40' 00" WEST, 7.31 FEET, TO THE SAID DIVISION LINE

*March 13, 2015 - FINAL*

BETWEEN PARCEL F ON THE SOUTH AND THE LANDS OF QUANG HY NGUYEN AND LIENHAI NGUYEN HY QUANG & DUY QUANG VO AND MYHOA H. NGUYEN-VO ON THE NORTH, THENCE WITH SAID DIVISION LINE AND CONTINUING WITH THE SAID EASTERLY RIGHT-OF-WAY LIMITS OF GEORGIA AVENUE (VARIABLE WIDTH RIGHT-OF-WAY), THE FOLLOWING FOUR COURSES AND DISTANCES;

7. NORTH 81° 30' 00" WEST, 86.88 FEET, THENCE;
8. CONTINUING, NORTH 03° 18' 55" WEST, 137.25 FEET TO A PK NAIL FOUND, THENCE;
9. CONTINUING, SOUTH 84° 55' 20" WEST, 6.00 FEET TO A PK NAIL FOUND, THENCE;
10. CONTINUING, NORTH 01° 56' 16" WEST, 23.65 FEET TO THE PLACE OF BEGINNING.

CONTAINING 39,420 SQUARE FEET OR 0.905 ACRES.

**EXHIBIT "B"**  
**TO**  
**DECLARATION OF EASEMENTS AND COVENANTS**

**DESCRIPTION OF LSLP TRACT**

**PARCEL ONE:**

Parcel "F" in the subdivision known as "OLNEY", per Plat Book 111, Plat 12985 and recorded among the Land Records of Montgomery County, Maryland.

**TOGETHER WITH:**

**PARCEL TWO:**

DESCRIPTION OF LOT 15-22  
UNRECORDED PLAT OF FAIR HILL FARM  
OLNEY ELECTION DISTRICT NO. 8  
MONTGOMERY COUNTY, MARYLAND

**BEING** all that piece, parcel or tract of land situate, lying and being in Olney Election District No. 8, Montgomery County, Maryland known as Lots 15-22, Unrecorded Plat of Fair Hill Farms being the same described in a conveyance to Hillcrest Avenue Joint Venture by deed dated February 17, 1988 and recorded among the Land Records of said County in Liber 8164 at Folio 001, said piece or parcel being more particularly described in the datum of Plat Book 103 Plat No. 11693 as now surveyed

**BEGINNING** for the same at a rebar with cap found at the southwest corner of conveyance and thence running with the boundary of the aforesaid conveyance the following four courses and distances, said rebar with cap also lying on the easterly line of the property described in a Deed of Realty to Trust to Quang Hy Nguyen, *et al.*, Trustees by Instrument dated December 10, 1999 and recorded among said Land Records in Liber 17983 at Folio 103 and thence running with part of said easterly line and thence with part of the easterly line of Parcel "N" as shown on a Plat of Subdivision entitled, "Plat of Subdivision, Parcel "N", Olney" recorded among the aforesaid Land Records as Plat No. 20456 the following course and distances

1. North 06° 35' 50" East 199.87 feet (passing over an iron pin found at 133.37 feet) to an iron pipe found at the southwest corner of Parcel "P" as shown on a Plat of Subdivision entitled, "Subdivision Record Plat, Parcel "P", Olney" recorded among the aforesaid Land Records as Plat No. 21405; thence running with and extending beyond the southerly line of Parcel "P" the following course and distances

2. South 83° 55' 40" East 152.99 feet to a point within the Master Planned Right-of-Way of Hillcrest Avenue; thence running within a portion of said Master Planned Right-of-Way the following course and distances

*March 13, 2015 - FINAL*

3. South  $06^{\circ} 35' 50''$  West 199.87 feet to a point; thence running to and thence with a portion of the northerly boundary of Parcel "F" as shown on a Plat of Subdivision entitled "Parcel "F", Olney" recorded among the Land Records as Plat No. 12985

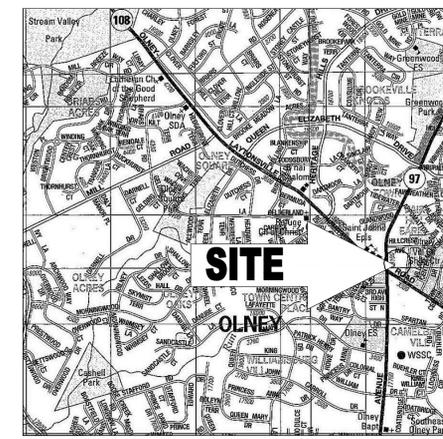
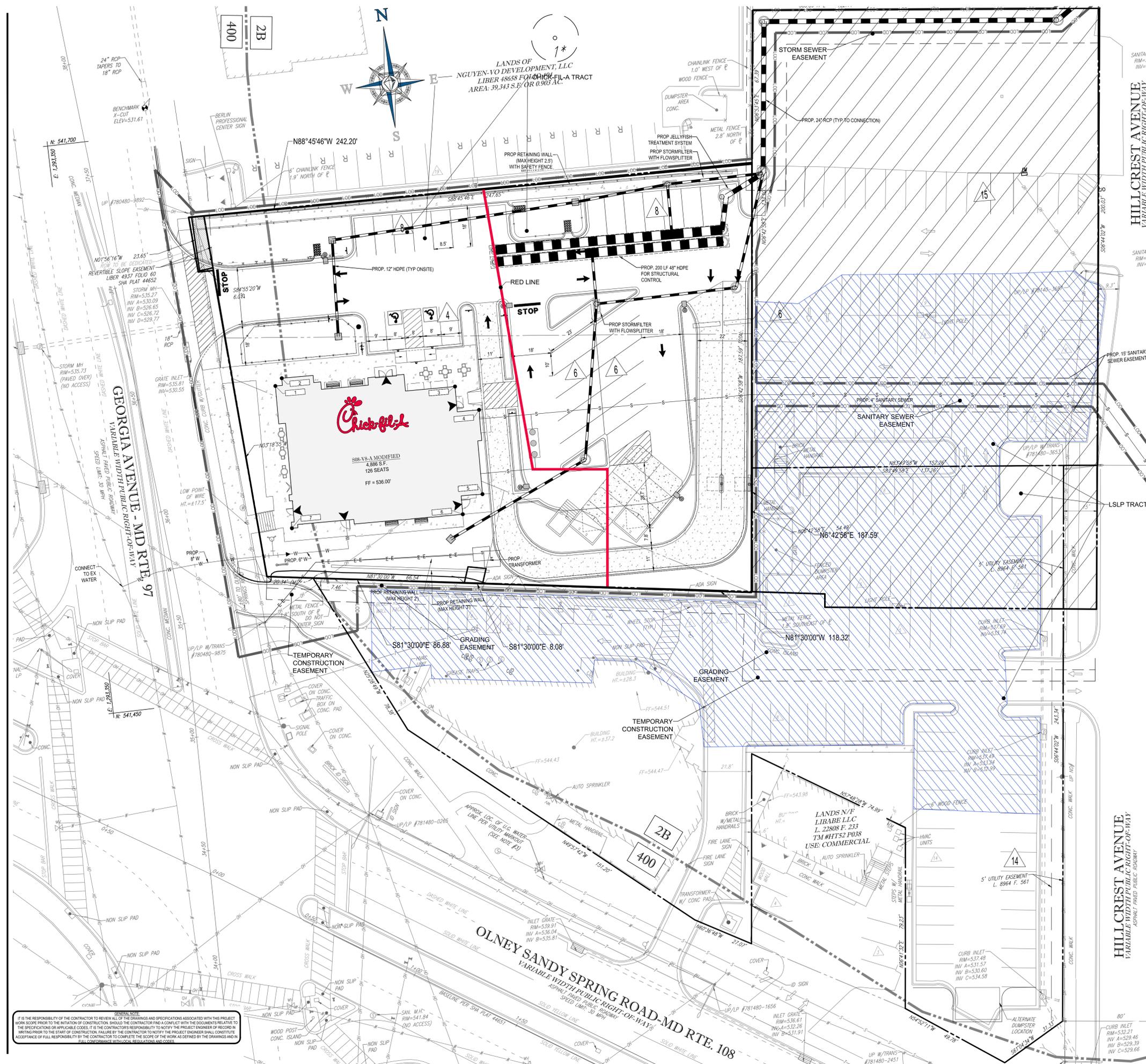
4. North  $83^{\circ} 55' 40''$  West 152.99 feet (passing over a P.K. Nail found at 15.96 feet) to the place of beginning containing a computed area of 30,577 square feet or 0.7020 of acres of land, more or less.

*March 13, 2015 - FINAL*

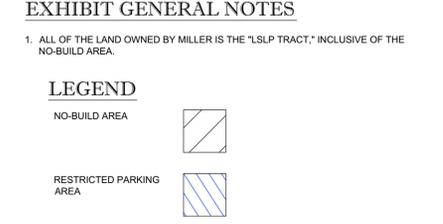
**EXHIBIT "C"  
TO  
DECLARATION OF EASEMENTS AND COVENANTS**

**CONCEPT PLAN**

[See Attached]



**EXHIBIT GENERAL NOTES**  
 1. ALL OF THE LAND OWNED BY MILLER IS THE 'LSP TRACT,' INCLUSIVE OF THE NO-BUILD AREA.



THE FOLLOWING STATES REQUIRE NOTIFICATION BY EXCAVATORS, DESIGNERS OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE (IN VIRGINIA, MARYLAND, AND DELAWARE 911 (IN VA 1-800-245-4444) (PA 1-800-242-1772) (IN MD 1-800-552-7071) (DE 1-800-267-7777) (DE 1-800-292-8555))

Revisions:  
 Mark Date By  
 △

Mark Date By  
 △

Mark Date By  
 △

**M.K. JONES**

PROFESSIONAL ENGINEER  
 MARYLAND LICENSE NO. 30999

PROFESSIONAL CERTIFICATION  
 I, M. K. JONES, HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NO. 30999, EXPIRATION DATE: 03/31/2015

**BOHLER ENGINEERING**

CONSULTING OFFICE:  
 1000 W. MARKET ST., SUITE 200  
 BALTIMORE, MD 21201  
 OFFICE:  
 1670 MELFORD BLVD., SUITE 310  
 BOWIE, MARYLAND 20715  
 PROJECT MANAGERS:  
 JAMES W. BOHLER, P.E.  
 JENNIFER L. BOHLER, P.E.  
 ENVIRONMENTAL CONSULTANTS:  
 JAMES W. BOHLER, P.E.  
 JENNIFER L. BOHLER, P.E.

**BOHLER ENGINEERING**

1670 MELFORD BLVD., SUITE 310  
 BOWIE, MARYLAND 20715  
 Phone: (301) 802-4500  
 Fax: (301) 802-4501  
 www.BohlerEngineering.com

STORE  
 Series 08- 113  
 18115 GEORGIA AVE  
 OLNEY  
 MD, 20832

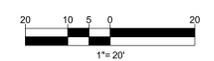
SHEET TITLE  
**REA**  
**EXHIBIT**

DWG EDITION **02.4**

Preliminary  
 80% Submittal  
 For Construction

Job No. : MB136501  
 Store :  
 Date : 03/31/2015  
 Drawn By : RJB  
 Checked By : JBM

Sheet  
**1**



*March 13, 2015 - FINAL*

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY OR UNDER THE SUPERVISION OF THE UNDERSIGNED MARYLAND ATTORNEY

\_\_\_\_\_  
Print Name:

AFTER RECORDATION PLEASE RETURN TO:

Kevin Woolf, Esq.  
Seyfarth Shaw LLP  
1075 Peachtree Street, N.E., Suite 2500  
Atlanta, Georgia 30309



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

October 31, 2014

Mr. John Martinez  
Chick-fil-A, Inc.  
5200 Buffington Rd.  
Atlanta, GA 30349

Re: Forest Conservation Exemption # 42015083E  
Chick-fil-A Olney

Dear Mr. Martinez;

Based on the review by staff of the Montgomery County Planning Department, the Forest Conservation Exemption Request submitted on October 20, 2014 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(s)(1) because this activity is being conducted on a tract less than 1.5 acres with no existing forest, or existing specimen or champion tree, and the afforestation requirements would not exceed 10,000 square feet.

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 unauthorized changes from the approved exemption request may constitute grounds to rescind or amend any approval actions taken and to take appropriate enforcement actions. If you have any questions regarding these actions, please feel free to contact by email at [douglas.johnsen@montgomeryplanning.org](mailto:douglas.johnsen@montgomeryplanning.org) or at (301) 495-4712.

Sincerely,

A handwritten signature in black ink that reads "Doug Johnson".

Doug Johnson, PLA  
Sr. Planner

CC: 42015083E  
John Maynard (Bohler Engr)



## DEPARTMENT OF PERMITTING SERVICES

Isiah Leggett  
County Executive

Diane R. Schwartz Jones  
Director

May 28, 2015

Mr. John Maynard, P.E.  
Bohler Engineering  
16701 Melford Blvd., Suite 310  
Bowie, Maryland 20715

Re: Stormwater Management **CONCEPT** Request  
for Chick-fil-A Olney  
Preliminary Plan #: 120150180  
SM File #: 267277  
Tract Size/Zone: .91 Ac. / MXTC  
Total Concept Area: 1.11 Ac.  
Lots/Block: 15 & 18  
Parcel(s): P957  
Watershed: Hawlings River

Dear Mr. Maynard:

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 proposes to meet required stormwater management goals via 4 micro-bioretenion facilities and an underground detention/structural filtration facility.

The following **items** will need to be addressed **during** the detailed sediment control/stormwater management plan stage:

1. A detailed review of the stormwater management computations will occur at the time of detailed plan review.
2. An engineered sediment control plan must be submitted for this development.
3. All filtration media for manufactured best management practices, whether for new development or redevelopment, must consist of MDE approved material.
4. Landscaping shown on the approved Landscape Plan as part of the approved Site Plan are for illustrative purpose only and may be changed at the time of detailed plan review of the Sediment Control/Storm Water Management plans by the Mont. Co. Department of Permitting Services, Water Resources Section.

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**.

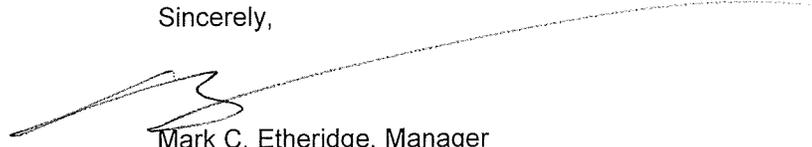
This letter must appear on the sediment control/stormwater management plan at its initial submittal. The concept approval is based on all stormwater management structures being located outside of the Public Utility Easement, the Public Improvement Easement, and the Public Right of Way

Mr. John Maynard, P.E.  
May 28, 2015  
Page 2 of 2

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 Mike Geier at 240-777-6342.

Sincerely,

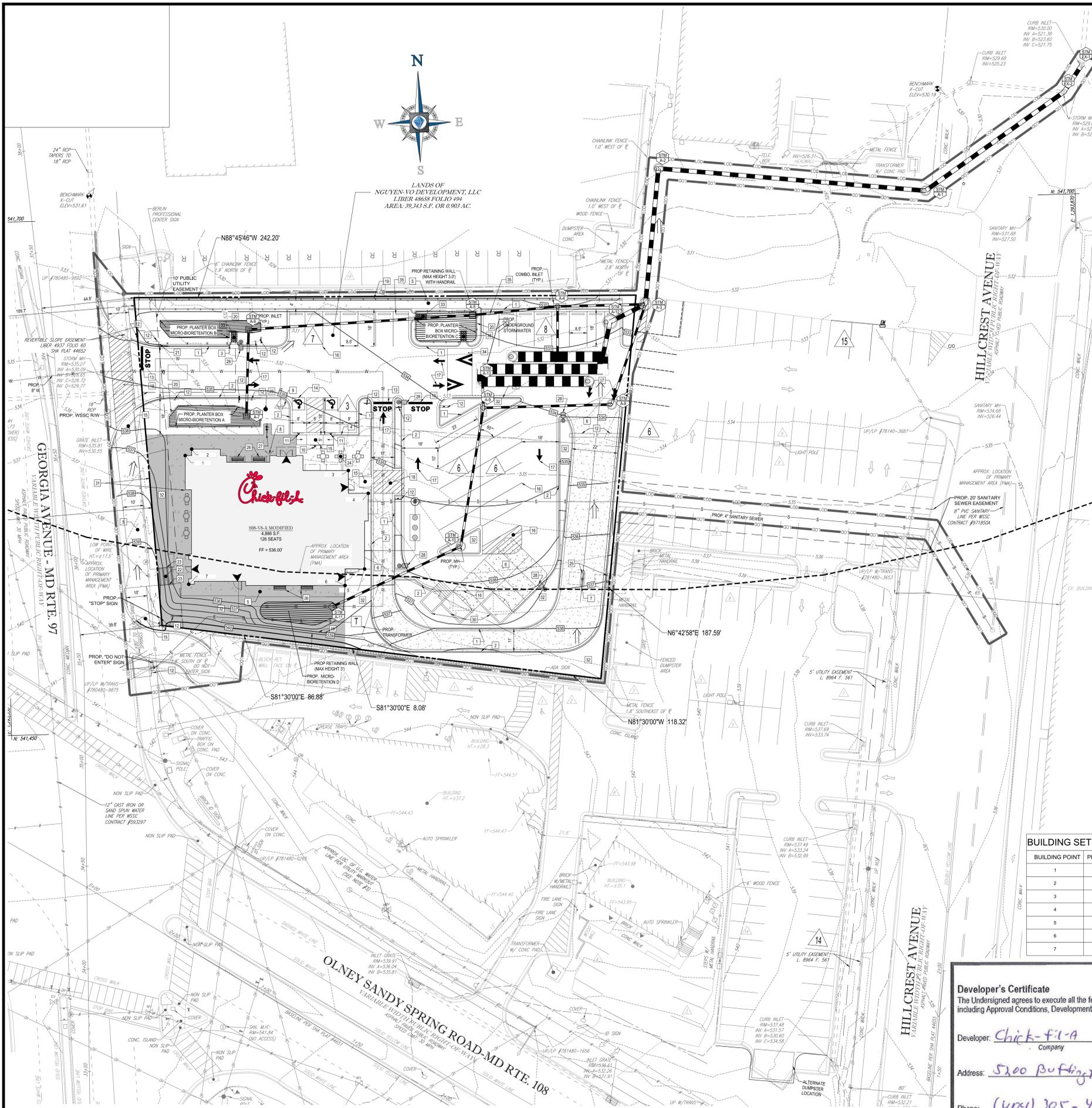


Mark C. Etheridge, Manager  
Water Resources Section  
Division of Land Development Services

MCE: mjpg CN267277 ChickfilA Olney.mjpg

cc: C. Conlon  
SM File # 267277

ESD Acres:	1
STRUCTURAL Acres:	1
WAIVED Acres:	0



**SITE PLAN GENERAL NOTES:**

- SEE SHEETS C-5 TO C-6 FOR SITE DETAILS.
- THE SUBJECT PROPERTY IS LOCATED IN THE PATUXENT RIVER WATERSHED. USE CLASS IV-P. THE PROPERTY IS LOCATED WITHIN THE PATUXENT RIVER PRIMARY MANAGEMENT AREA AND IS ZONED AT DENSITY EXCEEDING REC-2. DEVELOPMENT IMPACTS ARE MINIMIZED BY STORMWATER MANAGEMENT BMP FACILITIES ON-SITE. THE SITE IS NOT SUBJECT TO A 10% IMPERVIOUS LIMIT.

### STANDARD DRAWING LEGEND

FOR ENTIRE PLAN SET (NOT TO SCALE)

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
---	ONSITE PROPERTY LINE / R/O W. LINE	---
---	"NEIGHBORING" PROPERTY LINE / INTERIOR PARCEL LINE	---
---	EASEMENT	---
---	SETBACK LINE	---
---	CONCRETE CURB & GUTTER	---
---	UTILITY POLE WITH LIGHT	---
---	POLE LIGHT	---
---	SANITARY LABEL	---
---	STORM LABEL	---
---	SANITARY SEWER LATERAL	---
---	UNDERGROUND WATER LINE	---
---	UNDERGROUND ELECTRIC LINE	---
---	UNDERGROUND GAS LINE	---
---	OVERHEAD WIRE	---
---	UNDERGROUND TELEPHONE LINE	---
---	UNDERGROUND CABLE LINE	---
---	STORM SEWER	---
---	SANITARY SEWER MAIN	---
---	HYDRANT	---
---	SANITARY MANHOLE	---
---	STORM MANHOLE	---
---	WATER METER	---
---	WATER VALVE	---
---	GAS VALVE	---
---	GAS METER	---
---	TYPICAL END SECTION	---
---	HEADWALL OR ENDWALL	---
---	CURB INLET	---
---	CLEAN OUT	---
---	ELECTRIC MANHOLE	---
---	TELEPHONE MANHOLE	---
---	ELECTRIC PEDESTAL	---
---	MONITORING WELL	---
---	TEST PIT	---

### LEGEND:

PROP. MICRO-BIORETENTION

PUBLIC OPEN SPACE

PRIMARY MANAGEMENT AREA (PMA)

### DEVELOPMENT SEQUENCE:

DEVELOPMENT IS PLANNED TO TAKE PLACE IN ONE PHASE (DEMOLITION, BUILDING, AND SITE WORK)

### BUILDING SETBACKS AND TIES

BUILDING POINT	PROPERTY LINE - SET BACK	PROPERTY CORNER - TIE
1	W - 18.1'	NW - 82.0'
2	N - 73.9'	NW - 80.9'
3	N - 84.7'	NE - 163.0'
4	E - 119.9'	NE - 161.3'
5	E - 118.4'	SE - 125.9'
6	S - 30.1'	SE - 131.5'
7	S - 21.8'	SW - 23.9'

### Developer's Certificate

The Undersigned agrees to execute all the features of the Plan Approval No. **820150100** including Approval Conditions, Development Program, and Certified Site Plan.

Developer: **Chick-fil-A** Company  
 Contact Person: **John Martinez**

Address: **5300 Bufington Rd, Atlanta GA 30339**

Phone: **(404) 305-4945**

Signature: \_\_\_\_\_



LOCATION MAP  
 COPYRIGHT ADC THE MAP PEOPLE  
 PERMIT USE NO. 30002153-5  
 SCALE: 1" = 2000'  
 GRID: 225NW03

- ### KEY NOTES:
- COLLECTOR CURB & GUTTER (REFER TO SITE DETAILS SHEET C-5 FOR DETAIL)
  - SPILL CURB & GUTTER (REFER TO SITE DETAILS SHEET C-5 FOR DETAIL)
  - PROP. CURB BREAK (REFER TO SITE DETAILS SHEET C-5 FOR DETAIL)
  - PROP. CONCRETE SIDEWALK WITH CURB & GUTTER (REFER TO SITE DETAILS SHEET C-5 FOR DETAIL)
  - PROP. CONCRETE SIDEWALK (REFER TO SITE DETAILS SHEET C-5 FOR DETAIL)
  - PROP. HEAVY DUTY CONCRETE (REFER TO SITE DETAILS SHEET C-5 FOR DETAIL)
  - PROP. CONCRETE ISLAND
  - PROP. FIRE DEPARTMENT CONNECTION (FDC)
  - PROP. FIRE HYDRANT
  - PROP. BOLLARD MOUNTED "NO PARKING" SIGN (REFER TO SITE DETAILS SHEET C-6 FOR DETAIL)
  - PROP. BOLLARD MOUNTED ADA PARKING SIGN (REFER TO SITE DETAILS SHEET C-6 FOR DETAIL)
  - PROP. SIGN (REFER TO SIGNAGE PLAN REFERENCED ON COVER SHEET FOR DETAIL)
  - PROP. STOP BAR (REFER TO SITE DETAILS SHEET C-4 FOR DETAIL)
  - PROP. ADA SYMBOL (REFER TO SITE DETAILS SHEET C-6 FOR DETAIL)
  - PROP. ADA RAMP (REFER TO SITE DETAILS SHEET C-5 FOR DETAIL)
  - PROP. STRIPING (TYP.)
  - PROP. DIRECTIONAL MARKINGS (TYP.) (REFER TO SITE DETAILS SHEET C-6 FOR DETAIL)
  - PROP. CROSSWALK
  - PROP. RETAINING WALL (REFER TO SITE DETAILS SHEET C-6 FOR DETAIL)
  - PROP. BLACK METAL FENCE (REFER TO SITE DETAILS SHEET C-5 FOR DETAIL)
  - PROP. GUARD RAIL
  - PROP. STAIRS
  - PROP. HANDRAIL (REFER TO SITE DETAILS SHEET C-6 FOR DETAIL)
  - PROP. OUTDOOR DINING AREA
  - PROP. MENU BOARD/ORDER STATION
  - PROP. BENCH (REFER TO SITE DETAILS SHEET C-6 FOR DETAIL)
  - PROP. ONE BICYCLE RACK (REFER TO SITE DETAILS SHEET C-5 FOR DETAIL)
  - PROP. LIGHT POLE (REFER TO LIGHTING PLAN REFERENCED ON COVER SHEET FOR DETAIL)
  - PROP. FLAG POLE (REFER TO SIGNAGE PLAN REFERENCED ON COVER SHEET FOR DETAIL)
  - PROP. TRASH ENCLOSURE WITH SCREENING (REFER TO SITE DETAILS SHEET C-6 FOR DETAIL)
  - PROP. PUBLIC OPEN SPACE (OFFSET FROM BUILDING FOR CLARITY)
  - PROP. GRASS LANDSCAPING
  - PROP. RIP-RAP
  - PROP. MCPS SPEED HUMP WATTS PROFILE (REFER TO SITE DETAILS SHEET C-5 FOR DETAIL)
  - PROP. SOLID PLASTIC WHEELSTOP (REFER TO SITE DETAILS SHEET C-4 FOR DETAIL)

### PARKING TABULATION

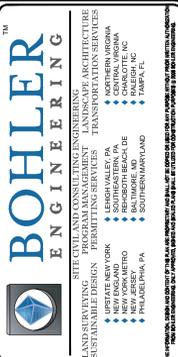
USE CATEGORY	ZONING ORDINANCE DEVELOPMENT STANDARDS	TOTAL SPACES
CHICK-FILA RESTAURANT (GENERAL)	4 SPACES/1,000 PATRON S.F. X 2,800 PATRON S.F. = 11,216	12 SPACES
LOADING SPACE	NOT REQUIRED UNDER 10,000 SF	12 SPACES
<b>TOTAL PARKING REQUIRED</b>		<b>24 SPACES</b>

### PARKING PROVIDED

STANDARD PARKING	ZONING ORDINANCE DEVELOPMENT STANDARDS	PROPOSED
12 SPACES	12 SPACES	30 SPACES
ADA PARKING	1 SPACE FOR 1 TO 25 TOTAL SPACES PROVIDED	2 SPACES
VAN ACCESSIBLE PARKING	1 SPACE FOR 1 TO 25 TOTAL SPACES PROVIDED	2 SPACES (INCLUDED IN ADA SPACES ABOVE)
<b>TOTAL PARKING PROVIDED</b>		<b>32 SPACES</b>
BICYCLE SPACES	UNDER 10,000 SF = 1 SPACE	1 SPACE

### PROJECT DATA TABLE: CRT-2.0 ZONE (C-1.0, R-1.0, H-70 T)

DEVELOPMENT STANDARDS	PROPOSED FOR SITE PLAN APPROVAL
A. NET TRACT AREA	0.903 AC
B. GROSS TRACT AREA	1,057 AC
C. MAXIMUM BUILDING HEIGHT	25'
D. FLOOR AREA RATIO (FAR) (BUILDING COVERAGE TO GROSS TRACT AREA)	0.11
E. PUBLIC OPEN SPACE	4,101 SF
F. LANDSCAPED GREEN AREA	13.5%
G. IMPERVIOUS AREA	86.5%
H. MIN. BUILDING SETBACKS	14,387 SF
I. BUILD TO	95.3%
J. MIN. PARKING SETBACKS	72.1'
K. TRANSPARENCY CALCULATION	383.79 SF/1535.15 SF = 25.02%



### REVISIONS

REV	DATE	COMMENT	BY
1	08/31/15	PER MNC/PCP COMMENTS	LAT

THE FOLLOWING STATE REQUIRE NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DETURB THE EARTH'S SURFACE ANYWHERE IN THE STATE OF VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, AND THE DISTRICT OF CREEK: CALL 811. (1-800-222-5800)

**NOT APPROVED FOR CONSTRUCTION**

PROJECT NO: MB130001  
 DRAWN BY: CS  
 CHECKED BY: CS  
 DATE: 3/25/15  
 SCALE: 1"=20'  
 CAD ID: 551

PROJECT: **CHICK-FIL-A OLNEY #820150100**

LOCATION OF SITE  
**18115 GEORGIA AVENUE MONTGOMERY COUNTY, OLNEY, MARYLAND**

**BOHLER ENGINEERING**  
 16701 MELFORD BLVD., SUITE 310  
 BOWIE, MARYLAND 20715  
 Phone: (301) 808-4500  
 Fax: (301) 808-4501  
 MD@BohlerEng.com

**M.K. JONES**  
 PROFESSIONAL ENGINEER  
 MARYLAND LICENSE NO. 10886

SHEET TITLE: **SITE PLAN**

SHEET NUMBER: **C-4**

REVISION 1



ideas that work

*Attorneys at Law*

3 Bethesda Metro Center, Suite 460  
Bethesda, MD 20814

Tel. (301) 986-1300  
www.lerchearly.com

**Statement of Justification**  
**Chick-fil-A**  
**18115 Georgia Avenue, Olney, Maryland**  
**Application for Preliminary Plan and Site Plan**

**I. Introduction**

Chick-fil-A (the "Applicant") requests approval of a Preliminary Plan and Site Plan to facilitate the redevelopment of property located at 18115 Georgia Avenue in Olney, Maryland (the "Property"). The proposed redevelopment will result in a vast improvement over the existing site conditions, and provides an opportunity to revitalize this area of Olney by enhancing landscaping along Georgia Avenue, improving the pedestrian environment and connections, and enhancing the utilization of green area on the Property (the "Project"). As will be discussed in detail below, the Project substantially conforms with the 2005 Approved and Adopted Olney Master Plan (the "Master Plan"), and also complies with the development standards of the Commercial Residential Town ("CRT") Zone and all preliminary plan requirements, as set forth in the Montgomery County Zoning Ordinance (the "Zoning Ordinance"). The submitted plan reflects substantial changes based upon community input.

**II. Property Description**

**a. Site Location and Characteristics**

The Property is located on the east side of Georgia Avenue, just north of the intersection of Georgia Avenue and Olney-Sandy Spring Road. The Property has a gross tract area of approximate 39,420 square feet (or 0.905 acres). Subsequent to Preliminary Plan Approval, the Property will have a net lot area of approximately 39,287 square feet, or 0.902 acres.

**b. Zoning and Permitted Uses**

The Property was recently rezoned CRT 2.0 C-1.0, R-1.0, H-70T in connection with District Map Amendment G-956. Section 3.1.6 of the Zoning Ordinance provides that restaurant uses are permitted by right in the CRT Zone. A drive-thru use is classified as an accessory commercial use, such as provided on the Property, and is a limited use in the CRT Zone per the requirements of Section 3.5.14.E.2.a.

**c. Existing Conditions**

The Property is currently improved with a three-story commercial building, which has a tired and worn appearance, and associated surface parking. Records of the Maryland State Department of Assessments and Taxation ("SDAT") indicate that the existing building contains approximately 7,920 square feet of floor area. Based on a gross tract area of 39,420 square feet, the estimated floor area ratio ("FAR") of the existing building is approximately 0.20. Vehicular access to the Property is currently provided from two largely uncontrolled access points along Georgia Avenue. The southern access to the Property is separated from the adjacent commercial

development by a temporary concrete barrier. In connection with the proposed redevelopment, the southern access point on the Property will be closed to eliminate vehicular conflicts with the egress point for the adjacent commercial development. Vehicular access to the Property will be provided through the existing access point at the northern-most edge of the Property's frontage along Georgia Avenue, farther away from the signalized intersection. Vehicular movements will continue to be restricted to right-in and right-out.

The current development has minimal landscaping and is primarily impervious with approximately 64 percent of the net lot area being impervious. The sidewalk is located directly adjacent to Georgia Avenue, without any buffer between the sidewalk and the right-of-way. As will be discussed in more detail below, the proposed Project will upgrade the green area on-site and create a safer, more inviting pedestrian environment.

**d. Surrounding Zoning and Land Uses**

The Property is surrounded by other CRT zoned properties, which are currently improved with various commercial uses and associated surface parking. Specific zoning and land uses in the immediate vicinity include: professional office, surface parking and various other retail and service uses.

**III. Proposed Development**

**a. Development Program**

The Applicant proposes to redevelop the Property under the standard method of development. The proposed Project will replace the existing, dated commercial building with an approximately 4,886 square foot drive-thru restaurant. The building will be approximately 25 feet in height and the proposed floor area ratio of the Project will be approximately 0.12, which is less than the existing development on site.

The Property is currently an unrecorded parcel and as such, requires Preliminary Plan approval. In connection with the proposed Preliminary Plan, the Applicant will dedicate 133 square feet of land area along Georgia Avenue. Subsequent to this dedication, the Property will have a net lot area of approximately 39,287 square feet. The Applicant is submitting the site plan and preliminary plan applications simultaneously, for concurrent review by the Montgomery County Planning Board (the "Planning Board").

**b. Architecture and Design**

The proposed restaurant building has been specifically designed to complement the surrounding architecture and character of the Olney Town Center. The proposed Chick-fil-A has been designed to provide architectural interest on all façades. Aesthetically, all building façades have been treated similarly, and incorporate glazing and building articulations. The building materials and neutral color pallet complement the existing architecture in the Olney Town Center. The Project will provide outdoor seating in front of the front main building façade (or north elevation), to further activate the pedestrian environment.

After numerous meetings and conversations with the community and Park and Planning Staff, significant changes have been made to the site layout, including: (1) the restaurant building has been pulled closer to Georgia Avenue to help define the pedestrian environment and activate the street; and (2) the Applicant has added a focal architectural element to signify the pedestrian entrance along Georgia Avenue, which provides a main pedestrian connection to the restaurant.

**c. Parking and Loading**

Section 6.2.4 of the Zoning Ordinance requires 12 parking spaces for the proposed restaurant use. The Project will accommodate all required parking on site. The Applicant is proposing to provide a total of 28 parking spaces on the Property. No parking will be provided between the front building line and Georgia Avenue. Rather, the Applicant has strategically configured the site to ensure that the building will screen a majority of the parking from the Georgia Avenue right-of-way.

**d. Site Layout and Vehicular and Pedestrian Circulation**

As a result of preliminary discussions with Planning Staff and Olney community members, the Applicant has reconfigured the layout of the site. Specifically, the Applicant has pulled the proposed restaurant building closer to Georgia Avenue, in order to create a more "active" street. And as a result, the Applicant has reconfigured the drive-aisle. The original site layout proposed to locate the drive-aisle for the drive-thru between the rear façade of the building and Georgia Avenue, to minimize pedestrian- vehicular conflicts in the interior of the site. However, the Applicant has reoriented the building and reconfigured the site layout so that the drive-thru is located internal to the site. With this reconfigured layout the restaurant building will screen the drive-thru from the right-of-way.

The Project will incorporate a single drive-thru lane with a tandem ordering station and other design efficiencies that will minimize vehicle stacking and queuing on-site. To ensure safe pedestrian connections between the parking and the restaurant building, the Applicant is proposing a wide pedestrian crossing with signage in clear view from the pickup window and located at a point where cars naturally stop.

Additionally, the proposed redevelopment will significantly improve the pedestrian experience and promote pedestrian safety by providing streetscape improvements along Georgia Avenue. Landscaping will be provided on either side of the sidewalk, to enhance the pedestrian environment and to provide a buffer from the vehicular traffic in the right-of-way. Additionally, the focal architectural element that signifies the pedestrian entrance along Georgia Avenue and the patio area will activate the pedestrian environment along this major thoroughfare.

As previously mentioned, current access to the Property is largely uncontrolled. The proposed Project provides an opportunity to minimize vehicular conflicts by eliminating the southern-most curb cut and locating the access point along Georgia Avenue, farther away from the signalized intersection. Together, the proposed improvements will significantly improve vehicular circulation on the Property and create safer, more controlled site conditions.

#### **e. Public Open Space and Public Amenities**

The proposed Project will provide public open space and green area on-site. The Zoning Ordinance requires 10 percent (or 3,947 square feet) of the net lot area be devoted to public open space. The Project will provide a total of 4,085 square feet of public open space. In compliance with the Zoning Ordinance requirements, this public open space will abut a pedestrian route, be a minimum of 15 feet wide, include seating and shade, and be in a contiguous space (*see* Section 6.3.6.B). The public open space will be primarily located along Georgia Avenue and on either side of the restaurant building. In accordance with Section 6.3.6.A.3, a portion of the public open space (not to exceed 5 percent) will be used for outdoor café areas. This public open space will significantly enhance the pedestrian environment and "activate" the street.

#### **IV. Master Plan Conformance**

The Property falls within the Town Center district of the Master Plan. Recognizing that the Town Center currently has a vehicular-oriented development pattern, the focus of the Town Center plan is to facilitate redevelopment that provides connectivity and encourages pedestrian activity. The Project is in substantial conformance with the requirements of the Master Plan, and furthers many of its objectives, including:

- New developments should be encouraged to have street facades (buildings located along or closer to the sidewalk);
- Building entrances should be located on the street façade to activate the street;
- Parking lots should be located in the back or side to create more attractive streetscapes and screen parking from view;
- Create pedestrian oriented streetscapes and provide for pedestrian connections among uses.

Although the subject development substantially conforms with the Master Plan, the Plan also recognizes the need for flexibility to address future variations and opportunities. As such, the Master Plan gives the Planning Board the flexibility to determine the need and extent of necessary adjustments to these guidelines based on a site's unique conditions and functional requirements during the site plan review.

While not formally adopted by the Planning Board, the Project also promotes many of the recommendations and objectives of the Olney Town Center Design Guidelines, including:

- Building materials should utilize earth tones and colors found in the local landscape;
- All building elevations should have the same design elements and materials as the street façade;
- Buildings should provide for a building entrance onto the primary street;
- Windows should be encouraged on all elevations;
- Curb cuts should be minimized;
- View of parking shall be minimized from the street;
- Encourage pedestrian activity through building details such as entrances and landscaping.

The Master Plan recommended right-of-way width for the segment of Georgia Avenue in front of the Property is 120 feet, with four (4) lanes of travel. This segment of Georgia Avenue currently has four (4) lanes of travel. As such, Staff has determined that only minimal additional right-of-way dedication is required for the Property. Specifically, a total of 133 square feet will be dedicated along the Property's frontage on Georgia Avenue to create a continuous right-of-way line, to match the existing right-of-way line for the property directly to the north.

**V. Zoning Ordinance Conformance**

**a. General Requirements**

Section 4.5.3 of the Zoning Ordinance provides the following general requirements for standard method of development in the CRT Zone:

- 1. 70 Percent of the building must be located within 20 feet of the front street, and 35 percent of the building must be located within 20 feet of the side street.*

The restaurant building has been pulled close to Georgia Avenue. The building is set back approximately 14 feet from Georgia Avenue. Over 70 percent of the building façade along Georgia Avenue is within the build-to area. The building does not front on a side street.

- 2. Parking must be located behind the front building line and must provide landscaping as required by Section 6.2.9.*

As previously discussed, the majority of the parking is located in the rear of the Property and is screened from the right-of-way by the proposed restaurant building. No parking is located in front of the building line established along Georgia Avenue.

Landscaping and lighting for the Project will be provided in accordance with the applicable requirements for the CRT Zone, as shown on the Landscape Plan submitted with this Site Plan application. The Project provides three shade trees and 45 shrubs in the perimeter landscape area abutting the Georgia Avenue right-of-way.

**b. Where a drive-thru is allowed as a limited use, it must satisfy the following standards:**

- 1. A drive-thru, including the queuing area, must be located a minimum of 100 feet from any property that is vacant or improved with a residential use in the Agricultural, Rural Residential or Residential Detached zones;*

There are no residentially or agriculturally zoned properties within 100 feet of the Property.

2. *For a Restaurant with a Drive-Thru, access to the site from a street with a residential classification is prohibited;*

Access to the Property is provided from Georgia Avenue, a major public arterial.

3. *A drive-thru service window, drive aisle, or queuing area located between the street and the front main wall of the main building is prohibited;*

The drive-thru service windows are located on the eastern façade of the building. There is no drive aisle or stacking area associated with the drive-thru located between the street and the restaurant building.

4. *A drive-thru service window, drive aisle, or stacking area may be located between the street and the side wall of the main building on a corner lot if permanently screened from any street by a minimum 3 foot high wall or fence;*

This provision is not applicable because the Property is not a corner lot.

5. *Site plan approval is required under Section 7.3.4;*

See Section VII below regarding compliance with the requirements of Section 7.3.4, for Site Plan approval.

6. *A conditional use application for a Drive-Thru may be filed with the Hearing Examiner if the limited use standards (discussed above) cannot be satisfied.*

As demonstrated by this Statement, the proposed Project satisfies each of the requirements listed in Section 3.4.15.E, and as such, the proposed drive-thru is classified as a limited use.

**c. Development Standards**

Section 4.5.3.C of the Zoning Ordinance sets forth various development standards for standard method of development projects in the CRT Zone. The following chart compares these development standards with the Project:

	REQUIRED/ PERMITTED	PROVIDED
Building Height	70' max.	25' – 0"
Minimum Building Setbacks <ul style="list-style-type: none"> <li>• Front (Georgia Avenue)</li> </ul>	<ul style="list-style-type: none"> <li>• 0 feet</li> </ul>	<ul style="list-style-type: none"> <li>• 14.5 feet</li> </ul>

<ul style="list-style-type: none"> <li>• Side <ul style="list-style-type: none"> <li>○ North</li> <li>○ South</li> </ul> </li> <li>• Rear</li> </ul>	<ul style="list-style-type: none"> <li>• 0 feet</li> <li>• 0 feet</li> <li>• 0 feet</li> </ul>	<ul style="list-style-type: none"> <li>• North: 73.9 feet minimum</li> <li>• South: 21.5 feet</li> <li>• 118.4 feet</li> </ul>
Build-to Area (Maximum Building Setback; Minimum Percentage of Lot Width)	Maximum 20' building setback, minimum of 70% of lot width	95% of building façade has a maximum setback of 20' along Georgia Avenue
Public Open Space	10% (or 3,947 square feet)	4,085 square feet
Building Floor Area	The greater of 1.0 FAR or 10,000 square feet GFA	0.12 FAR or 4,886 square feet GFA
Parking	12 spaces minimum	32 spaces

**VI. Findings Required for Preliminary Plan Approval**

The purpose of this portion of the statement is to provide justification that the Preliminary Plan Amendment satisfies the applicable provisions of Section 50, et seq., of the Montgomery County Code (the "Subdivision Regulations").

**a. Subdivision Regulation Compliance**

The Preliminary Plan indicates that the size, width, shape and orientation of the proposed lot will be appropriate for the location of the proposed subdivision.

**b. Sediment Control/ Water Quality**

The Project will comply with the requirements of Chapter 19 of the Montgomery County Code. The Property is located within the Patuxent River Transition Zone, and a portion of the Patuxent River Primary Management Area ("PMA") is located on the Property. The Property is also located in the Ashland Tributary of the Lower Patuxent Watershed, use class IV-P. The Property is not within a Special Protection Area, so no separate water quality monitoring plan is required.

Applicable requirements under Chapter 19 are addressed in a Concept Stormwater Management Plan submitted to the Montgomery County Department of Permitting Services ("DPS") for review on August 13, 2014. The Project provides an opportunity to greatly improve the treatment of stormwater runoff. Currently, there is no stormwater management on the Property. In connection with the proposed Project, on-site Environmental Site Design Facilities will be provided to effectively treat and reduce the stormwater runoff from the site. In accordance with 2010 MDE Stormwater Management Regulations, the site will implement micro-scale Environmental Site Design ("ESD") practices to the maximum extent practicable. The Project proposes to incorporate four (4) micro-bioretenion facilities in the landscaped areas of the site. The proposed stormwater management design treats an effective PE

of 1.0” and provides ESD to the maximum extent practicable. The remainder of the ESD treatment volume is captured by two curb inlets with Stormfilters and directed to one underground stormwater management facility with Jellyfish for ESD treatment. The site will outfall to the County stormdrain located in Hillcrest Avenue via a proposed stormdrain system.

A Sediment and Erosion Control Plan will be submitted to the Montgomery County Department of Permitting Services ("DPS") for their approval prior to commencement of construction.

**c. Adequate Public Facilities**

As part of this Application, the Applicant is required to demonstrate that the public facilities are adequate to accommodate the Project. Wells and Associates has studied the applicable intersections required by Park and Planning transportation Staff and accordingly, is submitting a traffic study that addresses the Project's projected traffic impacts. According to the traffic study, the proposed Project will generate 208 more AM peak hour trips and 114 more PM peak hour trips than the currently approved uses on-site. However, the majority of additional site trips would be drawn from vehicles already on the area road network as pass-by trips. Thus, the proposed redevelopment is estimated to result in only *37 new primary trips* added to the road network during the AM peak hour and *3 fewer primary trips* on the road network during the PM peak hour. The study finds that the applicable local intersections will operate within the permitted congestion standards during the weekday AM and PM peak hours. Therefore, the public facilities will be more than adequate to support and service the area of the proposed subdivision.

There is no residential component to the proposed Project and, therefore, the schools will not be impacted.

The Project will be served by public water and sewer systems. Electric, gas and telecommunication services will also be available. Other public facilities and services—including police stations, firehouses and health care facilities – are currently operating in accordance with the Annual Growth Policy and will continue to be sufficient following construction of the project.

**d. Relation to Master Plan**

The Project will be in substantial compliance with the Master Plan, as addressed in Section IV above.

**e. Forest Conservation**

A Natural Resources Inventory/ Forest Stand Delineation ("NRI/FSD") and Forest Conservation Exemption was prepared for the Property and submitted to M-NCPPC for review, on October 20, 2014. The Forest Conservation Exemption was approved on October 31, 2014 because the Property is on a tract less than 1.5 acres with no existing forest, or existing specimen or champion trees, and the afforestation requirements would not exceed 10,000 square feet.

## **VII. Findings Required for Site Plan Approval**

Section 3.5.14.E requires Site Plan approval under Section 7.3.4 for limited use drive-thrus. As discussed in Section V.b above, the proposed drive-thru use is classified as a limited use. The purpose of this portion of the statement is to provide justification that the Site Plan Amendment satisfies the applicable provisions of Section 7.3.4 of the Zoning Ordinance, governing the approval of a site plan application. Section 7.3.4.E sets forth the findings that the Planning Board must make to approve a site plan application. The Site Plan satisfies each of these requirements, as set forth below.

- a. The proposed development satisfies any previous approval that applies to the site, including any development plan or schematic development plan in effect on October 29, 2014.*

This subsection does not apply.

- b. The proposed development satisfies applicable use standards, development standards, and general requirements in the Zoning Ordinance.*

As this Statement demonstrates, the proposed Project complies with the standards and general requirements of the Zoning Ordinance. The compliance of the Project with the development standards of the CRT Zone is discussed in Section V above.

- c. The proposed development satisfies the applicable requirements of Chapter 19, Erosion, Sediment Control, and Stormwater Management, and Chapter 22A, Forrest Conservation.*

The site is subject to the Forest Conservation Ordinance and requires a Forest Conservation Exemption, which was prepared for the Property and approved by M-NCPPC on October 31, 2014.

The Project will comply with the requirements of Chapter 19 of the Montgomery County Code. Applicable requirements under Chapter 19 are addressed in the Stormwater Management Concept Plan, originally submitted to DPS for review on August 13, 2014, and re-submitted after approval of the downstream analysis on February 05, 2015. As discussed above in Section VI.b, the Project will implement micro-scale Environmental Site Design practices to the maximum extent practicable. The Property is not located in a Special Protection Area, so no separate water quality monitoring plan is required. A Sediment and Erosion Control Plan will be submitted to DPS for their approval prior to commencement of construction.

- d. The proposed development provides safe, well-integrated parking, circulation patterns, building massing and, where required, open spaces and site amenities.*

As discussed above, the proposed site improvements will provide for safer and more controlled vehicular access to the Property. The site has been configured to promote efficiencies in internal vehicular circulation and to also provide for safe and designated pedestrian access to the restaurant building. The streetscape improvements along Georgia Avenue will enhance the pedestrian environment and encourage pedestrian activity.

- e. *The proposed development substantially conforms with the recommendations of the applicable master plan and any guidelines approved by the Planning Board that implement the applicable plan.*

As discussed in detail in Section IV above, the Project substantially conforms with the recommendations of the Master Plan.

- f. *The proposed development will be served by adequate public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage, and other public facilities.*

As discussed in Section VI.C above, public services and facilities will continue to be adequate following redevelopment of the Property for a drive-thru restaurant use. School facilities will not be impacted by the proposed Project because no residential development is proposed.

The proposed redevelopment will not have an adverse effect on existing traffic conditions. Rather, the Project includes various elements that will improve traffic conditions and minimize any potential vehicular conflicts or back-ups along Georgia Avenue. The streetscape improvements will enhance the pedestrian environment and encourage pedestrian activity.

- g. *Proposed development on a property in a Rural Residential or Residential zone, is compatible with the character of the residential neighborhood.*

This provision is not applicable.

- h. *The proposed development is compatible with the existing and approved or pending adjacent development.*

The proposed Project will complement the existing uses in the Olney Town Center. The Olney Town Center is predominately developed with low-density commercial and service uses that are complementary of the proposed drive-thru restaurant use. The proposed Project will reinvest in the Property with an activating use. Additionally, the architecture of the proposed restaurant building has been specifically designed to complement the character of the Town Center. The Project will achieve many of the goals contained in the Draft Olney Town Center Design Guidelines, although not adopted by the Planning Board.

- i. *A need exists for the proposed Restaurant with a Drive-Thru use due to an insufficient number of similar uses presently serving existing population concentrations in the County, and the uses at the location proposed will not result in a multiplicity or saturation of similar uses in the same general neighborhood.*

The Applicant has hired Thomas Point Associates, Inc. to conduct a Needs Analysis for the proposed Chick-fil-A restaurant with drive-thru use. The Analysis, submitted as part of this application, finds that there is a need for this type of restaurant in Montgomery County and there is no saturation of this type of use in the general neighborhood surrounding the Property. This

finding is based, in part, on the un-met demand for this type of use, in both the Market Area and the County as a whole.

### **VIII. Community Outreach**

The Applicant held a pre-submission community meeting on November 19, 2014 at the REMAX Center in Olney, Maryland. The Applicant held a second pre-submission community meeting on March 23rd, at the same location, in accordance with the temporal requirements contained in the Zoning Ordinance. The Applicant provided notice for both pre-submission community meetings in accordance with the requirements set forth in the Development Review Procedures Manual and the Zoning Ordinance. In addition to these required meetings, Chick-fil-A has met with community groups, including the Olney Town Center Advisory Committee and Greater Olney Civic Association, on at least three occasions and has had additional meetings with community group leaders. The Plans submitted to Park and Planning include substantial changes based on community input.

### **IX. Conclusion**

As demonstrated by this Statement, the Project complies with all applicable requirements of the Zoning Ordinance that govern the approval of a standard method of development project in the CRT Zone, and a preliminary plan. The Project provides substantial reinvestment in the Property and takes an important first step towards the transformation of the Olney Town Center, while still responding to the current conditions and market demands. For all of those reasons, we respectfully request that this Site Plan and Preliminary Plan be approved.

Larry Hogan, *Governor*  
Boyd Rutherford, *Lt. Governor*



Pete K. Rahn, *Secretary*  
Douglas H. Simmons, *Acting Administrator*

July 10, 2015

**Chick-Fil-A Olney**  
**SHA Tracking No. 15APMO019XX**

Mr. William Zeid  
Wells + Associates, Inc.  
1420 Spring Hill Road, Suite 610  
Tysons VA 22102

Dear Mr. Zeid:

Thank you for the opportunity to review the Traffic Impact Study (TIS) prepared by Wells + Associates, Inc. for the Chick-Fil-A Olney commercial development in Montgomery County, Maryland. The State Highway Administration (SHA) review is complete and we are pleased to respond.

- Proposed access to the 4,886 square-foot fast-food restaurant with drive-thru aisle is via one right-in/right-out site access to MD 97 (Georgia Avenue) and one right-in/right-out access to Hillcrest Avenue.
- The following intersections were analyzed under existing, background and future conditions:
  - MD 97 intersection with Hillcrest Avenue
  - MD 97 intersection with Site Access
  - MD 97 intersection with Five-Guys Access
  - MD 97 intersection with MD 108
  - MD 108 intersection with Hillcrest Avenue
  - MD 108 intersection with Village Center Drive
- The report concludes that the study intersections will continue to operate at acceptable levels of service under future conditions.

The SHA concurs with the report findings for this project as currently proposed and will not require the submission of any additional traffic analyses. However, an SHA permit will be required for all construction within the SHA right of way. Please submit seven (7) sets of plans (including a set of hydraulic plans and computations) and a CD containing the plans and all supporting documentation to Mr. Brian Young at 9300 Kenilworth Avenue, Greenbelt, MD

My telephone number/toll-free number is [410-545-0400](tel:410-545-0400) or [1-800-206-0770](tel:1-800-206-0770)  
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • [www.roads.maryland.gov](http://www.roads.maryland.gov)

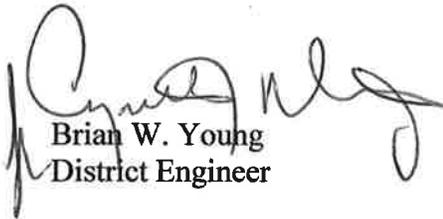
Mr. William Zeid

Page Two

20770, attention of Mr. Pranoy Choudhury. Please reference the SHA tracking number on any future submissions.

Please keep in mind that you can view the reviewer and project status via SHA Access Management Division web page at <http://www.roads.maryland.gov/pages/amd.aspx>. If you have any questions, or require additional information, please contact Mr. Pranoy Choudhury at 301-513-7325 or via email at [pchoudhury@sha.state.md.us](mailto:pchoudhury@sha.state.md.us).

Sincerely,



Brian W. Young  
District Engineer

cc: Mr. Michael Garcia, M-NCPPC  
Mr. William Zeid, Wells + Associates, Inc.  
Ms. Samantha Biddle, SHA RIPD  
Mr. Pranoy Choudhury, SHA District 3  
Ms. Rola Daher, SHA DSED  
Mr. Scott Holcomb, SHA DSED  
Ms. Anyesha Mookherjee, SHA District 3  
Mr. Johnson Owusu-Amoako, SHA TDSD  
Mr. Steve Rochon, SHA TDSD  
Ms. Tina Saxon, SHA RIPD  
Ms. Lisa Shemer, SHA DSED  
Mr. Eric Waltman, SHA AMD  
Mr. Brian Young, SHA District 3



## DEPARTMENT OF TRANSPORTATION

Isiah Leggett  
County Executive

Al R. Roshdieh  
Acting Director

June 30, 2015

Mr. Jonathan Casey, Planner Coordinator  
Area 3 Planning Division  
The Maryland-National Capital  
Park & Planning Commission  
8787 Georgia Avenue  
Silver Spring, MD 20910-3760

RE: Preliminary Plan No. 120150180  
Chick-Fil-A, Olney

*Jonathan*  
Dear Mr. Casey:

We have completed our review of the preliminary plan submitted on May 26, 2015 and reviewed by the Development Review Committee at its June 8, 2015 meeting. We appreciate the cooperation and additional information provided by the applicant and their consultant. We recommend approval of the plan subject to the following comments:

All Planning Board Opinions relating to this plan or any subsequent revision, project plans or site plans should be submitted to the Department of Permitting Services in the package for record plats, storm drain, grading or paving plans, or application for access permit. Include this letter and all other correspondence from this department.

1. Necessary dedication for Georgia Avenue (MD-97) is required in accordance with the Master Plan.
2. Necessary slope and drainage easements. Slope easements are to be determined by study or set at the building restriction line.
3. Access and improvements along Georgia Avenue (MD-97) as required by the Maryland State Highway Administration (MSHA).
4. Georgia Avenue (MD-97) is classified as SP-39 within the Master Plan of Bikeways. We support the construction of minimum ten (10) feet wide of shared use ADA compliant path in front of the property along Georgia Avenue (MD-97) but defer to the Planning Board and the Maryland State Highway Administration (MSHA) for the final decision on this recommendation.
5. Record plat to reflect a utility easement to serve the lot accessed by the adjacent property.
6. Private common driveways and private streets shall be determined through the subdivision process as part of the Planning Board's approval of a preliminary plan. The composition, typical section, horizontal alignment, profile, drainage characteristics and maintenance and liability of private common driveways and private streets, beyond the public right-of-way, shall be approved by the Planning Board during their review of the preliminary plan.

Office of the Director

101 Monroe Street, 10th Floor • Rockville, Maryland 20850 • 240-777-7170 • 240-777-7178 FAX  
[www.montgomerycountymd.gov/dot](http://www.montgomerycountymd.gov/dot)

7. Relocation of utilities along existing roads to accommodate the required roadway improvements shall be the responsibility of the applicant.
8. At or before permit stage show the following on the Storm Drain Drainage Area Maps:
  - a) Limits of the Right of Way for Hillcrest Avenue.
  - b) Verify and show the storm drain easement for the existing Storm Drain from structure EX-5 to EX-6.
  - c) Existing storm drain pipes should be screened (Structure EX-1 to EX-6).
9. Permit and bond will be required as a prerequisite to MCDPS approval of the record plat. The permit will include, but not necessarily be limited to the following improvements:
  - a) Enclosed storm drainage and/or engineered channel in all drainage easements within the Hillcrest Avenue Right of Way.
  - b) Permanent monuments and property line markers.
  - c) Erosion and sediment control measures as required by Section 50-35(j) and on-site stormwater management where applicable shall be provided by the Developer (at no cost to the County) at such locations deemed necessary by the Department of Permitting Services (DPS) and will comply with their specifications. Erosion and sediment control measures are to be built prior to construction of streets, houses and/or site grading and are to remain in operation (including maintenance) as long as deemed necessary by the DPS.

Thank you for the opportunity to review the design exception requests. If you have any questions or comments regarding this letter, please contact Mr. Avinash Dewani, our Development Review Engineer for this project, at [avinash.dewani@montgomerycountymd.gov](mailto:avinash.dewani@montgomerycountymd.gov) or (240) 777-2132.

Sincerely,  
  
Gregory M. Leck, Manager  
Development Review Team

cc: John Martinez Chick-Fil-A  
Stacy Silber Lerch, Early & Brewer, Charter, Chtd.  
William Zeid Wells + Associates  
John Maynard Bohler Engineering  
Preliminary Plan folder  
Preliminary Plan letters notebook

cc-e: Michael Garcia M-NCPPC Area 3  
Patricia Shepherd MCDOT DTS  
Gary Erenrich MCDOT DO  
Avinash Dewani MCDOT DO

Mr. Jonathan Casey  
Preliminary Plan No. 120150180  
June 30, 2015  
Page 3

John Martinez  
Chick-Fil-A  
4200 Buffington Road  
Atlanta GA 30349

Stacy Silber  
Lerch, Early & Brewer, Charter, Chtd.  
3 Bethesda Metro Center # 460  
Bethesda MD 20814

William Zeid  
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Bohler Engineering Inc  
16701 Melford Blvd.  
Bowie MD 20715

**Need Study:  
Chick-fil-A Restaurant with Drive-Thru  
Olney, Maryland**

Prepared For:  
Chick-fil-A, Inc.

Thomas Point Associates, Inc.



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October 2014

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## *Executive Summary*

This analysis evaluates whether a need exists for a Chick-fil-A restaurant at a site on Georgia Avenue in Olney, Maryland due to an insufficient number of similar uses presently serving existing population concentrations in Montgomery County, and whether development of the restaurant will result in a saturation of similar uses in the General Neighborhood. In order to address these issues Thomas Point Associates, Inc. conducted research on demographics and retail sales, visited all restaurants in and near Olney, interviewed randomly selected individuals in the area about their dining patterns, and evaluated the distribution of "quick service restaurants" (QSR's) in Olney and Montgomery County.<sup>1</sup>

The five-mile radius from Town Center that defines the Market Area includes Olney, Sandy Spring, Ashton and surrounding communities (hereinafter the "General Neighborhood" or "Market Area"). We used a five-mile radius to define the General Neighborhood primarily because of the physical boundaries that define the area and influence travel patterns, as described in more detail in Section 2.2. The site proposed for the Chick-fil-A restaurant is at the center of this General Neighborhood, near the intersection of its two major roads (Georgia Avenue and Olney/Sandy Spring Road):

- The population of 110,783 within this Market Area makes up 10.8% of the total population of Montgomery County.
- This is a growing population (by 7.1% between 2000 and 2010).
- It is also an affluent population even by comparison to Montgomery County: median household income is estimated at \$102,335.
- The economy of this area is diverse and includes 2,452 business establishments with over 27,000 employees.
- In addition to the resident population and area workforce, Georgia Avenue handles an average of over 33,000 vehicles near the site every day.

The McDonald's on Georgia Avenue is the only QSR with drive-thru service within the Olney Town Center area. There is only one additional QSR with drive-thru within the General Neighborhood, which is a Burger King located on Georgia Avenue, three miles south of the Olney Town Center. Furthermore, when considering all QSR's (those both with and without drive-thrus), there are only fifteen QSRs in the Market Area..

Intercept interviews, which are discussed in greater detail in Section 3.2, indicated a perceived need for more QSR's with drive-thrus in the area: 92% of respondents eat out in the area at least weekly, and 84% expressed the opinion that the area could support more QSR's with drive-thrus. There is a strong sense that there is a need for more convenient dining options in Olney.

Based on census-derived information on actual sales and population, there is an "opportunity gap" (i.e., unmet demand) of \$32.5 million in the quick service restaurant business in Olney.

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<sup>1</sup> This analysis focuses on fast food restaurants, now known in the food industry as "quick service restaurants." The US government business classification system, North American Industry Classification System, published in 1997, does not distinguish between QSR's with and without drive-thrus since this distinction has become important only in the last decade. In 2010 the drive-thru windows of QSR's accounted for 70% of total sales for leading QSR brands, according to the National Restaurant Association (Bloomberg Business Weekly Mag., May 5, 2011).

With estimated sales of \$2 million per year at a typical establishment, this is the equivalent of approximately 59,000 square feet of unmet demand for QSR space in the Market Area. In addition to this gap at the local level there is a much larger County-wide gap estimated at \$151 million. The estimated 55-60 QSR's with drive-thrus in the County do not nearly fill the demand for this type of restaurant in Montgomery County.

In summary, there is a need for this type of restaurant in the County and there is no saturation of this type of use in the General Neighborhood of the proposed location in Olney.

# 1. Introduction

Chick-fil-A is proposing to construct a restaurant with a drive-thru window on a property located at 18115 Georgia Avenue in Olney, Maryland. This analysis evaluates the need for this restaurant with drive-thru. It addresses the requirements of Montgomery County Zoning Ordinance Section 7.3.4.E.3 regarding whether there is a need for the proposed business to serve the existing population concentrations in the County and whether the use at the proposed locations will not result in a multiplicity or saturation of similar uses in the same general neighborhood. As discussed herein, the proposed Chick-fil-A clearly meets the requirements of the Code.

Chick-fil-A proposes to develop a “quick-service restaurant” with a drive-thru; for the purposes of this study it may also be called a “fast-food restaurant” or a “limited service restaurant,” and these terms are used interchangeably.

In this report we evaluate the need for the proposed restaurant with drive-thru at this location based on the following factors:

- Needs of current and future residents, employees, and shoppers in the area and in Montgomery County.
- Supply of similar restaurants in the General Neighborhood and the County, and the extent to which these establishments meet existing and projected need.

In order to address these issues Thomas Point Associates, Inc. visited all quick service restaurants (“QSR’s) in and near Olney. We analyzed information about sales and demand in the area. We also interviewed randomly selected individuals in the area about their use of QSR’s and the potential need for additional fast food restaurants with drive-thrus.

The information used in the study was obtained from the following sources:

- U.S. Census Bureau demographic information.
- Maryland State Highway Administration traffic counts.
- US Department of Agriculture data on food industry trends.
- The Nielsen Company information on population, employment and retail sales.
- Industry publications on trends and sales at quick service restaurants.
- Field study and consumer interviews.

This report presents findings in the following sections:

Section 2. Demographics, employment and vehicular traffic in the Market Area.

Section 3. Quick Service Restaurants in Olney.

Section 4. Analysis of need.

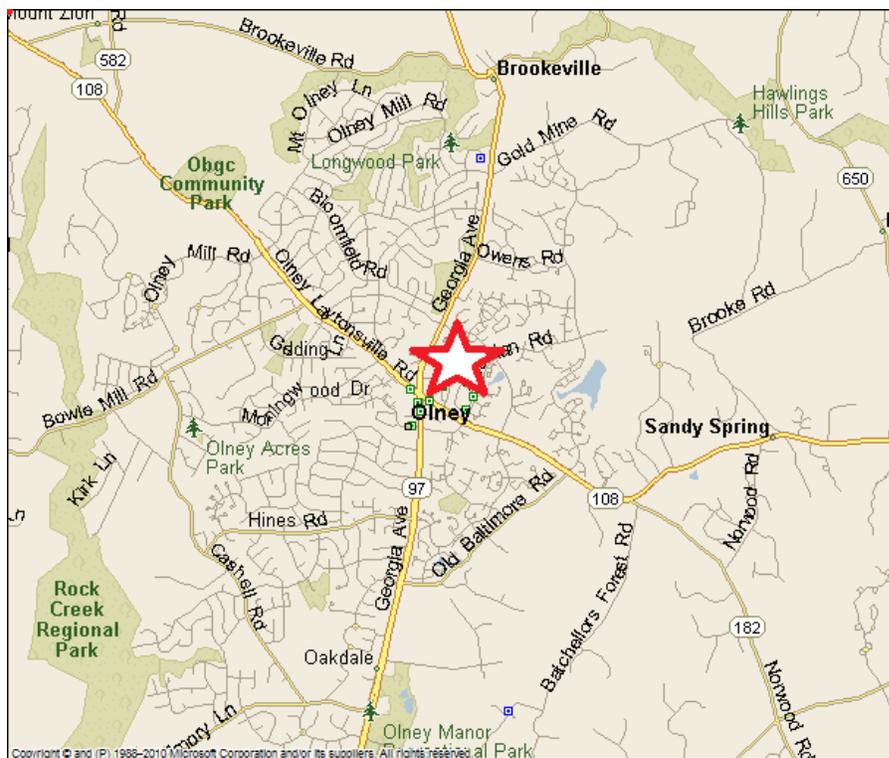
We conducted this analysis independently and the findings and conclusions do not reflect the standards or projections of Chick-fil-A.

## 2. The Market Area

This section describes the site of the proposed Chick-fil-A and the Market Area from which most of its business would be derived. As previously mentioned, we use a five-mile radius from the proposed site to define the Market Area and the analysis below describes the resident population, workforce and vehicular traffic within this area. In addition we describe the population of Montgomery County as a whole.

### 2.1 Location

The site (Figure 2-1) is located on Georgia Avenue near its intersection with Olney/Sandy Spring Road (Md. Rte 108). This is a major intersection with extensive commercial development at all four corners and other commercial uses on both sides of the roads within a block or two of the intersection.



**Fig. 2-1. Project Location**

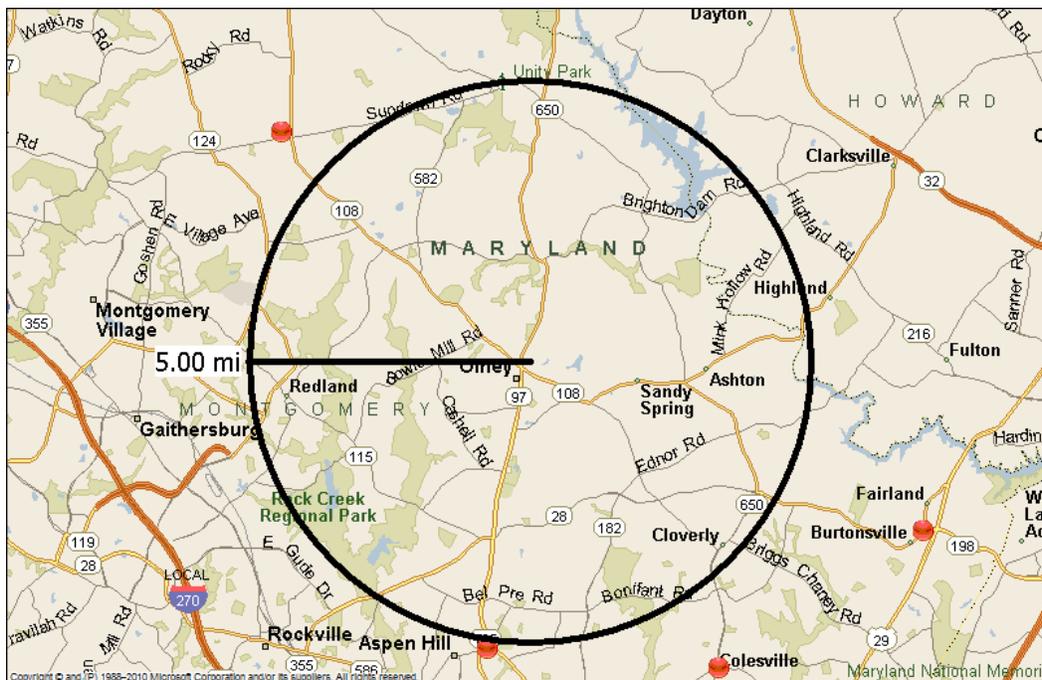
The site is located approximately in the center of the unincorporated area known as Olney, a recognized crossroads for many years and a neighborhood in the north central part of Montgomery County. The town, larger than any other in the neighboring areas, lies south of Brookeville, west of Sandy Spring, east of Rockville and north of Aspen Hill. Olney is 20 miles north of Washington, D.C. It has a total area of 13.0 square miles. The Town was largely agricultural until the 1960s, when growth of the Washington suburbs led to its conversion into a mostly residential area. The US Postal Service recognizes “Olney” as a city name with a zip code of 20832. The US Census Bureau treats Olney as a “designated place.” Olney's Town Center

sits at the intersection of Maryland Route 97 (Georgia Avenue) and Route 108 (Olney/Sandy Spring Road).

## 2.2 The Market Area

Market Areas vary in extent based on travel patterns, population densities, location of competitors, natural features and other factors. In this setting we see the Market Area as the town of Olney roughly defined by the area within a five-mile radius of the proposed site. There are various natural features that help to define the area and confirm that the five-mile radius is a reasonable boundary, notably Rock Creek Regional Park on the west and Triadelphia Reservoir on the northeast.

Figure 2-2 shows the five-mile distance and the proximity of the location to major roads including Route 32 (northeast), Route 29 (southeast), and Interstate 270 near the west edge of the area.



**Figure 2-2 The Market Area: Five-Mile Radius from Proposed Location**

## 2.3 Demographics

According to current estimates based on the most recent US Census (2010) there is a resident population of 110,783 within the Market Area (Exhibit 2-1). This represents 10.8% of the total population of Montgomery County.

Exhibit 2-1

**Population Trends: Market Area and Montgomery Co.**

Description	Market Area: 5-Mile Radius from Site		Montgomery Co.
	No.	% of County	No.
<b>Population</b>			
2019 Projection	116,294	10.7%	1,085,554
2014 Estimate	110,783	10.8%	1,024,880
2010 Census	106,177	10.9%	971,777
2000 Census	99,105	11.3%	873,344
Growth 2000 - 2010	7.13%		11.27%
Growth 2010 - 2014	4.34%		5.46%
Growth 2014 - 2019	4.97%		5.92%

Source: The Nielsen Company; Thomas Point Associates, Inc.

The population in the Market Area grew by 7.1% between 2000 and 2010 and is projected to grow by 10.1% over the period 2010-2019. The Market Area is expected to grow significantly but at a rate below that of the County (11.7%).

The Market Area population is quite affluent even in the context of an affluent County (Exhibit 2-2). The largest number of households is in the \$150,000-\$200,000 income interval. Olney's households are lower in average income and higher in median household income, reflecting relatively lower proportions of very high and very low income households.

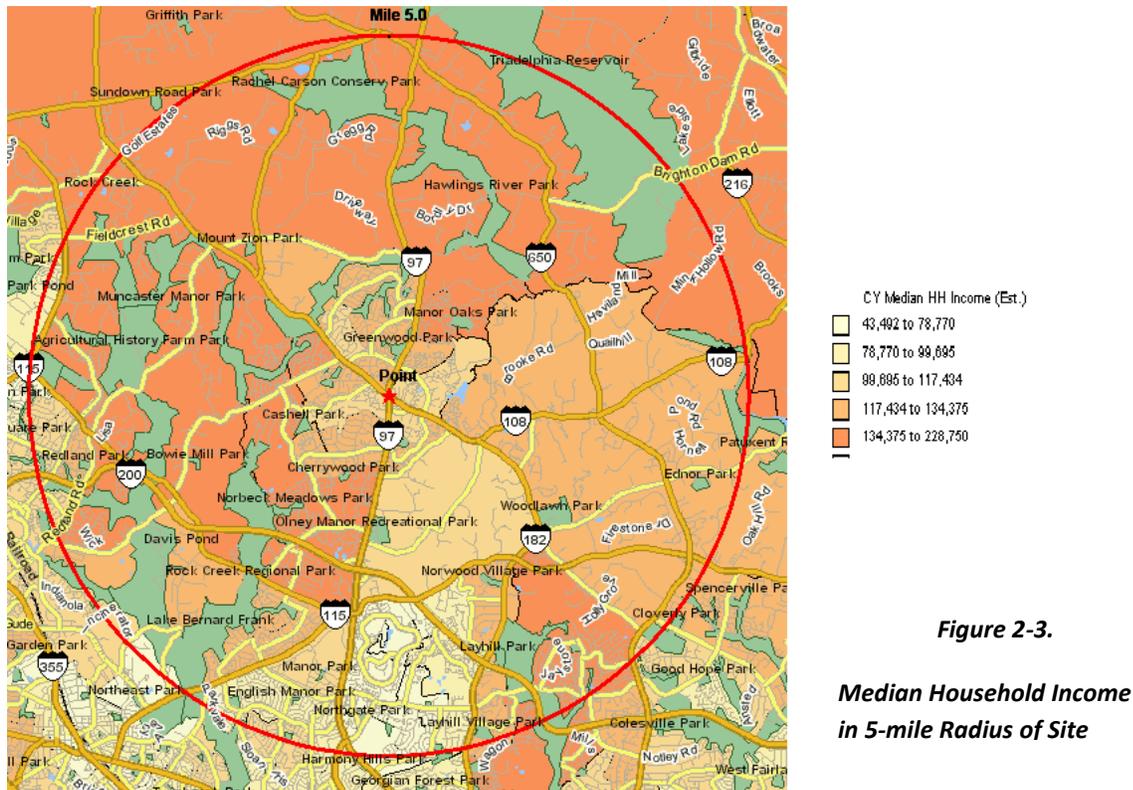
Exhibit 2-2

**Household Income (2010), Market Area and Montgomery Co.**

Description	Market Area: 5-Mile Radius from Site		Montgomery Co.	
	No.	%	No.	%
<b>Households by Household Income</b>	40,605		375,362	
Income Less than \$15,000	1,978	4.87	20,753	5.53
Income \$15,000 - \$24,999	2,073	5.11	17,450	4.65
Income \$25,000 - \$34,999	2,089	5.14	17,891	4.77
Income \$35,000 - \$49,999	3,570	8.79	33,898	9.03
Income \$50,000 - \$74,999	5,867	14.45	57,059	15.20
Income \$75,000 - \$99,999	4,303	10.60	44,422	11.83
Income \$100,000 - \$124,999	4,516	11.12	42,034	11.20
Income \$125,000 - \$149,999	3,750	9.24	32,223	8.58
Income \$150,000 - \$199,999	5,320	13.10	44,526	11.86
Income \$200,000 - \$249,999	2,333	5.75	19,346	5.15
Income \$250,000 - \$499,999	3,338	8.22	28,609	7.62
Income \$500,000 and over	1,468	3.62	17,151	4.57
<b>Avg. Household Income</b>	\$131,773		\$132,028	
<b>Median Household Income</b>	\$102,335		\$97,866	

Source: The Nielsen Company; Thomas Point Associates, Inc.

Figure 2-3 shows the pattern of median household income by location, based on census tracts in the Market Area. Household incomes are highest to the north, northwest and west of the site and are relatively lower in the southern parts of the area.



The family-based household is the prevalent model in this Market Area. Married couples comprise the largest share of households (75.6% of the total, compared to 74.6% of the County population). (Exhibit 2-3) Similarly non-family households make up a smaller portion of the Market Area population (28.2% vs. 31.4% in the County). In general the household composition is the same in the Market Area and in the County.

Exhibit 2-3

**Households by Type (2010), Market Area and Montgomery Co.**

Description	Market Area: 5- Mile Radius from Site		Montgomery Co.	
	No.	%	No.	%
<b>Households by Household Type</b>	39,060		357,086	
Family Households	28,053	71.82	244,898	68.58
Nonfamily Households	11,007	28.18	112,188	31.42
<b>Household Type By Presence Own Children</b>	13,403	34.31	127,583	35.7
Married-Couple Family	10,126	75.55	95,119	74.6
Other Family, Male Householder	703	5.25	7,281	5.7
Other Family, Female Householder	2,499	18.65	24,381	19.1
Nonfamily, Male Householder	49	0.37	540	0.4
Nonfamily, Female Householder	26	0.19	262	0.2

Source: The Nielsen Company; Thomas Point Associates, Inc.

**2.4 Businesses and Employment**

While most of the Market Area is residential, there are major commercial centers and significant numbers of employees. The Olney Town Center and surrounding commercial area is the center of business activity but there are other business locations on Georgia Avenue, Viers Mill Road and other major thoroughfares. The economy is diverse but healthcare and social assistance establishments represent the largest share.

In total there are 2,452 businesses in the defined area (Exh. 2-4). The largest number is in healthcare and social assistance, probably reflecting the large elderly population at Leisure World on Georgia Avenue. Healthcare and social assistance make up the largest share of the employment base (23% of the total). Retail trade makes up the largest share of sales (21% of total sales). There are 40 businesses with 100 or more employees. Businesses in health care and social assistance lead in this measure with 9 large establishments. While healthcare is a major employer there is a diversity of high-tech, retail and construction businesses in the area.

Exhibit 2-4

**Businesses, Employment and Sales in Five-Mile Market Area**

Business Description	Establishments	Employees	Sales (\$millions)	Ests, w/ 100+ Empl.
Agriculture, Forestry, Fishing and Hunting	10	36	3	0
Mining, Quarrying, and Oil and Gas Extrac	2	10	3	0
Utilities	3	28	30	0
Construction	386	2,236	626	2
Manufacturing	51	616	313	1
Wholesale Trade	72	510	814	0
Retail Trade	384	3,431	956	7
Transportation and Warehousing	59	509	37	1
Information	45	166	54	0
Finance and Insurance	211	758	148	1
Real Estate and Rental and Leasing	178	1,038	284	1
Professional, Scientific, and Technical Ser	469	1,672	305	1
Management of Companies and Enterprise	4	10	5	0
Admin and Support and Waste Mgmt and	215	1,700	246	3
Educational Services	91	3,016	10	8
Healthcare and Social Assistance	673	6,411	498	9
Arts, Entertainment, and Recreation	76	998	54	1
Accommodation and Food Services	155	2,341	137	1
Other Services (except Public Administrati	348	2,007	73	3
Public Administration	<u>20</u>	<u>363</u>	<u>0</u>	<u>1</u>
	3,452	27,856	4,597	40

Source: The Nielsen Company; Thomas Point Associates, Inc.

The proposed site is in the Olney Town Center and this area is the employment center of the community. Combining retail and related service businesses, the Town Center accounts for 890 establishments (25.8% of the total) and 5,903 employees (21.2% of total employment).

**2.5 Traffic**

Georgia Avenue (Maryland State Route 97) is a four-lane highway that connects downtown Washington, D.C. and its northern suburbs with Olney as well as other suburban communities farther north. It functions as a major arterial, carrying an average of over 33,000 vehicles near the site every day. The convenience offered by the proposed drive-thru service will benefit the significant number of pass-by travelers. The average annual daily traffic (“AADT”) counts on this road at two locations are shown in Exhibit 2-5. AADT figures are less but still very high on Route 198; traffic is significantly greater on this road to the west of Route 97. Traffic counts are usually the best measure of activity at any particular location, and the high numbers in the immediate vicinity of this easily accessible site are positive indicators for the proposed project.

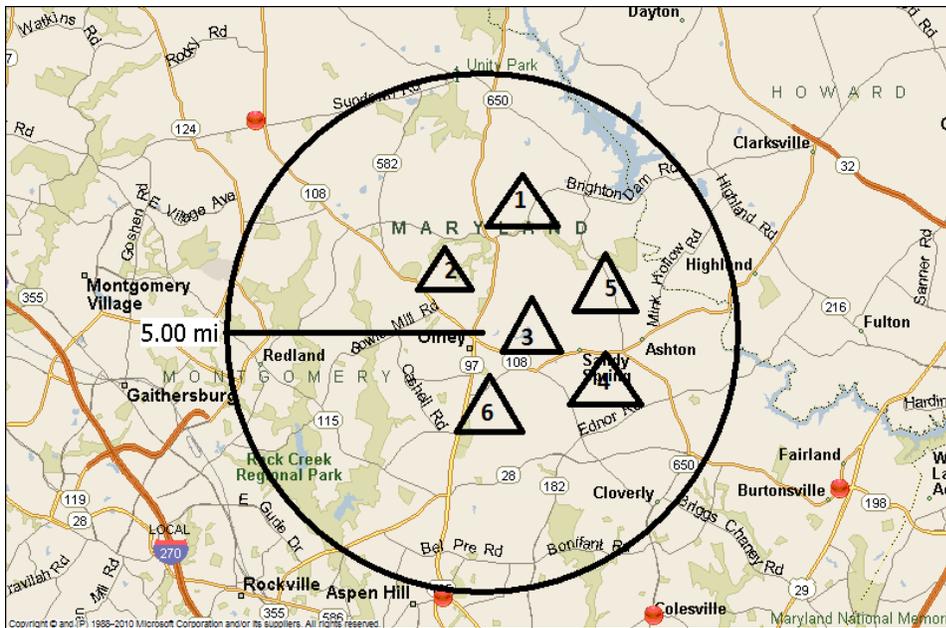
Exhibit 2-5

**Traffic in the Olney Market Area:  
Selected Locations, 2003, 2008 and 2013**

Street	Location	AADT by Year*			Map ID #
		2013	2008	2003	
Georgia Ave. (Rte, 97)					
	North of 108	9,591	10,801	9,752	1
	South of 108	33,231	31,071	33,812	6
Olney-Sandy Spring Road (Rte 108)					
	West of 97	28,451	34,091	32,120	2
	East of 97	21,641	26,891	25,880	3
	West of New Hampshire	15,441	17,361	18,180	5
Dr. Bird Road					
	South of 108	15,122	13,412	13,931	4

Source: Virginia Dept. of Transportation; Thomas Point Associates, Inc.

Note: AADT is average annual daily traffic.



**Fig. 2-5. Location of Traffic Counts (Exh. 2-5)**

The counts were lower in 2013 than in 2003 at five of the count locations, although population grew in those years; the decline is probably the result of the opening of the Intercounty Connector, an 18-mile limited access highway on which construction was completed in 2012. This road crosses Georgia Avenue just three miles south of Olney’s Town Center and it seems to have brought a significant reduction in cross-County traffic on Rte. 108 and other peripheral roads. The Connector makes Olney more accessible to other parts of the County while it has reduced total east-west traffic in the Town Center.

## **2.6 Conclusions**

The five-mile radius that defines the Market Area coincides almost exactly with the community of Olney and the site proposed for the Chick-fil-A restaurant is at the center of the Market Area, near the intersection of its two major roads (Georgia Avenue and Olney/Sandy Spring Road).

There is a resident population of 110,783 within this Market Area, comprising 10.8% of the total population of Montgomery County. This is a growing population (7.1% growth between 2000 and 2010) that is expected to continue to grow significantly between 2010 and 2019 (10.1%). It is also an affluent population with a median household income (\$102,335) that is 4.6% higher than that of Montgomery County.

The economy is diverse but healthcare and social assistance establishments and employment represent the largest share. Of the 2,452 businesses in the defined area the largest number is in healthcare and social assistance. Retail trade makes up the largest share of sales (21% of total sales). While healthcare is a major employer there is a diversity of high tech, retail and construction businesses in the area. Olney's Town Center is the location for more than a quarter of total business establishments and over a fifth of employees in the community.

In addition to the resident population and workforce, there is also a significant level of traffic on several major roads in the area. Georgia Avenue handles an average of over 33,000 vehicles near the site every day. There are also high traffic volumes on Route 198 east and west of the site (21,648 and 28,451 vehicles).

These demographic, economic and traffic factors suggest a favorable environment for small business development and positive conditions for a quick service restaurant with drive-thru service. The significant numbers of existing trips that are already on the road and pass by the proposed Chick-fil-A site on a daily basis support the conclusion that there is a present need for an additional QSR with a drive-thru at this location. The proposed QSR with a drive-thru will capture pass-by trips by providing a convenient drive-thru restaurant to patrons traveling along the major thoroughfares. Additionally, the high concentration of elderly individuals and families with children in the Market Area supports the need for an additional QSR with drive-thru. Although there are other QSRs in the Market Area, many elderly individuals and families with children desire the convenience to get food at a restaurant without having to exit their vehicle. This convenience is an important feature of the Chick-fil-A restaurant and will serve an unmet demand in the Market Area.

### **3. Quick Service Restaurants in Olney**

Thomas Point Associates conducted field research to identify and evaluate the various eating places in the Market Area. We gave special attention to those that would be classified as quick service restaurants with drive-thru service as those establishments are most similar to the proposed use. We also interviewed diners at fast food establishments in the area in order to understand the dining picture from the resident and worker perspectives. Our purpose was to evaluate the competitive environment and the need for the proposed restaurant in relation to other establishments already present in the Market Area.

#### **3.1 Field Survey**

The North American Industry Classification System (NAICS) uses the following definition for a “Limited Service Eating Place,” a term synonymous in the restaurant industry with “fast food restaurant” or “quick service restaurant,” the term we use in this analysis. These are:

“Establishments primarily engaged in providing food services where patrons generally order or select items and pay before eating. Most lack waiter/waitress service, but some have other specific services such as cooking to order, bringing food to seated customers, or delivering off-site.”

As previously mentioned, Section 7.3.4.E.3 of the Zoning Ordinance requires a finding that (1) a need exists for the proposed use due to an insufficient number of similar uses presently serving existing population concentrations in the County and (2) the uses at the location proposed will not result in a multiplicity or saturation of similar uses in the same general neighborhood.

The findings of our analysis demonstrate that there is a need for an additional QSR with drive-thru service in Olney. There are only two quick service restaurants in the Market Area that have drive-thrus. One of these is the McDonald’s on Georgia Avenue near Olney’s Town Center. This is the only competition to Chick-fil-A in the core of the defined Market Area. It appears to be a well-maintained, high-volume business. The fact that it is the only QSR with drive-thru is an important feature in view of the high traffic volumes on the major streets, the large number of workers (many with limited time for lunch) and the high concentration of families with children in the Market Area. The other QSR with a drive-thru in the Market Area is the Burger King, which is located three miles south of the Olney Town Center on Georgia Avenue near Leisure World. This QSR is not visible from Georgia Avenue and access to the drive-thru presents conflicts with traffic movements in the shopping center.

An essential feature of the proposed Chick-fil-A Restaurant is its drive-thru service. The drive-thru feature has emerged as “the operational heart of the fast food industry” in recent years, accounting for 70% of the \$168 billion in fast food sales in 2010, according to the National Restaurant Association (Bloomberg Business Weekly Mag., May 5, 2011). According to a recent study in Quick Service Magazine, drive-thrus account for 60-70% of sales for the leading fast food brands (Oct., 2013). The study evaluated a benchmark group of the six “best brands” in terms of “the two leading measure of drive-thru health, speed and accuracy”:

- Burger King
- Chick-fil-A

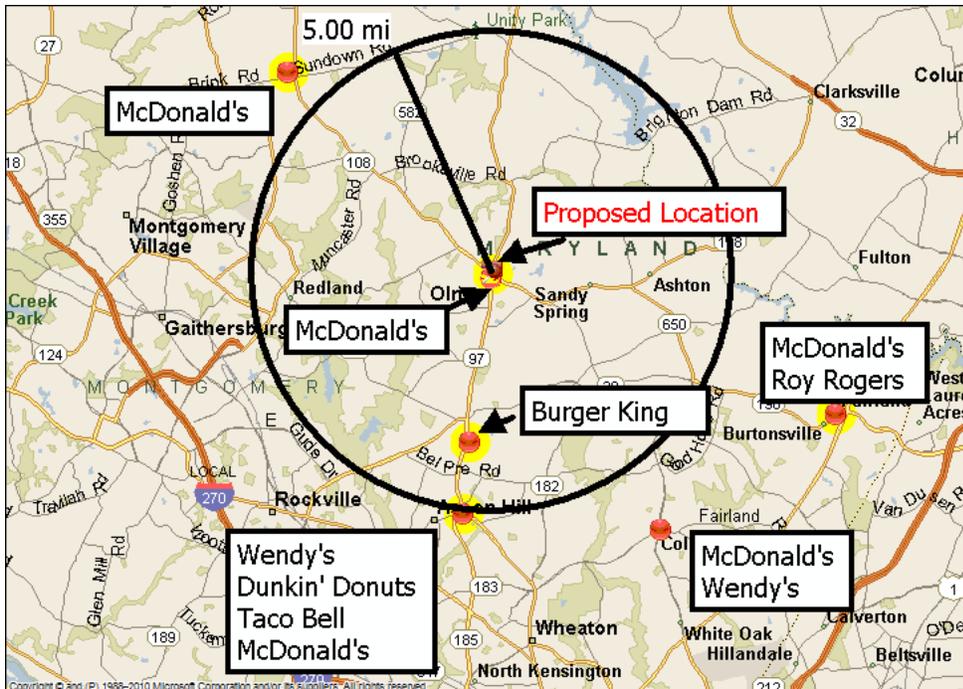
- Krystal
- McDonald's
- Taco Bell
- Wendy's

Chick-fil-A ranked highest in accuracy among the six (accuracy on orders in the 2009 study was 97.3%) and was in the mid-range in terms of speed of service (average time, 204 seconds).

Although other drive-thru services are the true point of comparison for the proposed Chick-fil-A, to ensure that our analysis accurately captures the market "need" we took a conservative approach and examined all QSRs in the Market Area (those both with and without a drive-thru). We identified eleven establishments in and near the Town Center of Olney that fit this description, although they vary widely in type of food, service and other respects. Only six of the fifteen are located in the same quadrant of the Route 108/ Georgia Avenue intersection as the proposed Chick-fil-A. And of those six, none offers the same type of menu and drive-thru service.

The QSRs in the Market Area have estimated annual sales that range from \$300,000 to \$3.0 million. We estimated these sales based on industry figures, field observations and traffic. Total sales of the limited service eating places in the Market Area amount to \$ 13.6 million

Our analysis also demonstrates that the proposed use will not result in a saturation or multiplicity of similar uses in the General Neighborhood. In addition to the two QSR's with drive-thrus in the defined Market Area there are nine other QSR's with drive-thrus in four clusters that are outside the area. We show the locations of all eleven QSR's (Fig. 3-1) in order to convey the relative isolation of the Olney Market Area by comparison to its surroundings and to show that there will be no saturation of similar uses resulting from the proposed action. The clusters on the edges of the defined Market Area attract some Olney residents and workers who have the time to drive approximately 10-12 minutes to reach a QSR with a drive-thru, but these locations are not convenient to the Town Center.



**Figure 3-1**  
**Location of Quick Service Restaurants with Drive-Thrus in and near Olney**

In summary, Olney is a very well-defined and contained Market Area. There is just one other QSR with a drive-thru in the Town Center, the McDonald’s on Georgia Avenue, and one other in the five-mile radius, a Burger King several miles south on Georgia Avenue. As such, we have concluded that a need exists for an additional fast-food restaurant with a drive-thru at this location, and that there will not be a multiplicity or oversaturation of similar uses in the General Neighborhood.

### **3.2 Intercept Interviews**

Thomas Point Associates, Inc. conducted field research in July, 2014 that included intercept interviews with randomly selected individuals who were dining at QSR’s in the Market Area. The interviews included questions on the following matters:

- Trip purpose.
- Frequency of visits to the area.
- Zip code of residence.
- Means of travel.
- Frequency of use associated with food establishments in the area.
- Opinion on whether the area could support an additional QSR with a drive-thru.

The consultant completed 25 interviews in the Olney Town Center and in the Burger King several miles south of the Town Center. Principal results may be summarized as follows:

- Almost all subjects (92%) traveled to the QSR by vehicle. There were just two teenagers on bicycles. Aside from subjects in Olney on business, most of the individuals fell into two groups, elderly retirees and young adults. For most of the people surveyed, the restaurant was the primary destination of their trip.

- Most respondents reside in Olney: 52% of the respondents (16 individuals) live in two zip codes (20832/3). An additional 32% come from surrounding communities, from Germantown in the north to Silver Spring in the south.
- Frequency of visitation for dining in the area is high: 92% eat out in Olney at least once per week, including 24% who dine in the area at least 4 times per week.
- Most respondents (21 of 25) expressed the opinion that the area could support an additional QSR; in most cases they added the proviso that the need for an additional restaurant depended on its quality level.
- Six respondents specifically named Chick-fil-A as a restaurant that would be successful in Olney.

There is a strong sense that diners in the area feel that there is a need for additional QSR choices in Olney, provided that they would be restaurants of higher quality than are now present in the area. Moreover, most respondents agreed that Olney needs additional drive-thru service. Since convenience is the main reason consumers choose a QSR dining option, and since Olney is almost completely a vehicular environment, the drive-thru feature would be an essential component of the proposed development.

This information is interesting in relation to industry-wide research on dining. According to a recent national study (1,000 respondents, March, 2008 by the Kantar Group), convenience was the main reason consumers chose a limited service establishment food dining option.

The key factor that is apparent from this analysis is the lack of the drive-thru feature at the QSR's in Olney and the convenience that an additional QSR with drive-thru would afford the population of the area.

### **3.3 Conclusions**

Most QSR's in Olney are situated in and around the relatively small Town Center at the center of the Market Area. The proposed site of the Chick-fil-A is well located with respect to this competition and is especially well positioned in relation to vehicular movements along Georgia Avenue and on Route 108.

The McDonald's on Georgia Ave. is the only competition in the immediate area with drive-thru service. The Burger King, three miles south on Georgia Avenue, is within the defined Market Area but not convenient to most residents and to shoppers and workers in the Town Center.

Diners interviewed at QSR's in the Town Center indicated a need for more dining choices in the area: 79% of respondents eat out in the area and 61% do so at least weekly, and most expressed the opinion that the area could support an additional QSR with a drive-thru, provided that it offered a better quality product than the current competition. The Town Center is a vehicular environment and there is a strong sense that there is a need for more eating options with drive-thrus in Olney.

## 4. Need

In this analysis of need we consider the characteristics of the Market Area as described in earlier sections of this report and we calculate whether a potential sales gap exists in the fast food sector. We use two different methods to estimate potential need. The first relies on retail census data as reported by The Nielsen Company, a private firm that compiles statistics on market conditions. The second is based on field research and the application of standard industry sales figures. The two methods lead to different estimates of the extent of demand but the same conclusion.

### 4.1 The Retail Opportunity Gap

Exhibit 4-1 summarizes the retail situation for food service and drinking places with respect to the defined Market Area and all of Montgomery County. The data come from compilations of demographic and retail census information (for existing population concentrations) by the private firm, The Nielsen Company, and indicate its estimate of potential market support for a specific type of retail activity; the estimate is known as “Retail Market Power.” The figures in Exhibit 4-1 relate to food service but the full range of calculations for other types of retail activity is included in Appendix B.

Exhibit 4-1

#### **Retail Opportunity (1/) for Fast Food Restaurants, 2014, Olney Market Area and Montgomery County**

Retail Stores	Opportunity by Area	
	Olney Market Area	Montgomery County
	Gap/Surplus	Gap/Surplus
Foodservice and Drinking Places-722	82,973,613	423,045,680
Full-Service Restaurants-7221	50,195,737	166,430,652
Limited-Service Eating Places-7222	32,500,560	151,459,408
Special Foodservices-7223	(9,367,723)	39,517,220
Drinking Places -Alcoholic Beverages-7224	9,645,038	65,638,400

Source: The Nielsen Company; Thomas Point Associates, Inc.

1/ Opportunity is difference betw. actual sales and demand; positive figure represents sales gap.

2/ Department store sales, not included in specific categories.

The “opportunity gap” shown in the Exhibit is a measure of the difference between supply and demand. In this situation the gap is a positive figure for three of the four types of “foodservice and drinking places” for the Market Area and for all four types in Montgomery County as a whole. The category of interest in this case is the “limited-service eating place.” The gap for this category is \$32.5 million for the Market Area. Based on estimated sales of \$2.5-\$3 million per year at a typical establishment, this gap is the equivalent of approximately ten establishments of this type. This data indicates that there is a significant unmet demand for fast food in the Olney Market Area.

There is also a significant opportunity gap in the food services and drinking place category for

Montgomery County as a whole. The figures indicate a sales gap of \$151.5 million in the limited service category. The estimated 55-60 QSR's with drive-thrus in Montgomery County do not fill the gap for this type of service in the County.

Exhibit B in the Appendix shows the same data for all major retail categories, again for the five mile radius Market Area and Montgomery County as a whole. The data suggest that Olney is not a strong retail center when sales are compared to the buying power of the community. Not surprisingly, most residents and employees travel outside the area for most goods, particularly to retail centers along the Rockville Pike corridor. There are retail opportunity gaps in all retail categories. It appears that retail activity in most categories lags behind the population growth that has taken place in this community in recent years.

Data sources for Nielsen sales estimates include the following:

- Census Bureau: Census of Retail Trade (CRT).
- Annual Survey of Monthly Retail Trade.
- Nielsen Business Facts.
- Bureau of Labor Statistics: Census of Employment and Wages.
- State Sales Tax reports.
- Trade Associations.

The estimates of demand are based on the following sources:

- Census Bureau: Census of Retail Trade.
- Bureau of Labor Statistics: Consumer Expenditure Survey (CEX).
- Bureau of Economic Analysis: Personal Consumption Expenditures.
- Trade Associations.

This data base and calculation are widely used in business decision-making. According to the Nielsen Company:

“The Nielsen Retail Market Power (RMP) database provides an actionable portrait of sales opportunity for site and market analysis, so marketers can maximize growth strategies by accurately targeting the sales gaps that exist in the marketplace. By using sales potential to depict supply, and geography-based estimates of potential annual consumer expenditures to depict demand, Retail Market Power® enables an opportunity gap analysis of the retail environment.”

## **4.2 Total Sales Potential**

For comparative purposes, we estimated sales per square foot at each eating establishment in the area and the total sales by type of establishment. Sources included industry figures on average sales per person and by establishment category.

Total sales in 2014 amounted to \$13.6 million in this analysis. This figure comes from a different methodology than the Nielsen approach (based on reported sales). We next projected the sales potential using a per capita fast food sales figure of \$525.40 (the most recent estimate

available from the US Census) and applied this to the Market Area population (Exhibit 2-1). Based on this calculation we would expect QSR sales of \$58.2 million in the Market Area. The difference between market potential and actual sales is \$44.6 million. This figure suggests that there is strong demand for additional limited service restaurants in the area. With the right product and location the community could support a range of additional establishments. The difference in result between this analysis and the Nielsen approach may reflect different definitions of the QSR category. However, the conclusion that there is a wide gap is clear from both calculations. Although this data does not break down QSRs with drive-thrus and those without, based on the aforementioned information in this analysis there is likely an even larger demand for drive-thru restaurants.

### **4.3 Conclusion**

Based on census-derived information on actual sales and population, there is an “opportunity gap” (i.e., unmet demand) of \$32.5 million in the limited service restaurant business in Olney. With estimated sales of \$2 million per year at a typical establishment this is the equivalent of approximately sixteen fast food restaurants. At \$550 in sales per square foot, the gap represents a market-based need for an additional 59,100 square feet of space in this category. In addition to a gap at the local level there is a much larger County-wide gap estimated at \$151.5 million.

Alternatively, assuming that the population in the Market Area purchased fast food to the same extent as the US population (at a per capita value of \$525) one finds a sales gap of \$44.6 million.

While they have different results these calculations lead to the same fundamental conclusion. Under either approach there is clearly a significant sales gap and need in the QSR category in both Olney and Montgomery County.

The market information demonstrates that there is presently an insufficient number of limited service restaurants in the Market Area to satisfy the current population. Moreover, only one QSR with drive-thru currently serves the Town Center population and there are just two within the entire Market Area. The addition of a QSR with drive-thru at the proposed location will not result in a multiplicity or saturation of similar uses in the General Neighborhood, particularly considering the significant sales gap and need discussed above. Lastly, according to interviews at QSR’s in the area, people in Olney want more dining choices with good quality food and convenient drive-thru service, which Chick-fil-A can provide.

# ***Appendices***

- A. Detailed Demographic Data
- B. Retail Opportunity Data

Appendix A: Intercept Interviews

*Interviews conducted in QSR's in and near Olney Town Ctr., 11:30 AM-6 PM, Thurs., July 16, 2014.*

<b>Location</b>		<b>Weather was clear, 85 degr.</b>
McDonald's	6	
Burger King	6	
Five Guys	1	
Chipotle's	8	
Dunkin Donuts	2	
Starbuck's	2	<b>Total      25</b>
1. What is the primary purpose of your trip to this area?		
Dining at this restaurant	15	
Shopping	1	
Business	9	
Other		
2. How did you travel here?		
Car	23	
Bus		
Walk		
Bike	2	
3. What is the zip code of your residence?		
20602	1	Waldorf, Md.
20707	1	Laurel, Md.
20716	1	Bowie, Md.
20832	11	Olney, Md.
20833	2	Olney, Md.
20851	1	Rockville, Md.
20853	1	Aspen Hill, Md.
20876	1	Germantown, Md.
20886	1	Gaithersburg, Md.
20904	1	Silver Spring, Md.
20906	3	Aspen Hill, Md.
22601	1	Winchester, Va.
4. How often do you dine out in Olney?		
Daily	3	
Weekly 1x	8	
Weekly 2x	2	
Weekly 3x	7	
Weekly 4x	3	
Other	2	
5. In your opinion, could Olney support <b>another fast food restaurant with drive-thru</b> ?		
Yes	21	
No	3	
No opinion/not sure	1	
6. Do you have any thoughts on the idea of a fast food restaurant in Olney with a drive-thru?		
1. Olney could use an additional:		
Sonic	1	
Checkers	1	
Chick-fil-A	6	
Taco Bell	1	
"A Good Deli"	1	
2. Olney needs better fast food that is kid-friendly.		
3. Residents expected a Chick-Fil-A a few years ago,	2	
on the old KFC site.		
4. A drive-thru makes parents' lives easier.	1	

## Appendix B

### Retail Opportunity Gap by Store Type, Olney Market Area and County, 2014

	<i>Market Area: 5-Mile Radius from Site</i>			<i>Montgomery County, MD</i>		
	<b>Demand (Spending)</b>	<b>Supply (Sales)</b>	<b>Opportunity Gap/Surplus</b>	<b>Demand (Spending)</b>	<b>Supply (Sales)</b>	<b>Opportunity Gap/Surplus</b>
Total Retail Sales	2,350,792,455	837,738,651	1,513,053,804	21,043,117,328	13,202,097,455	7,841,019,873
Motor Vehicle and Parts C	461,833,399	36,311,249	425,522,150	4,034,867,882	3,478,705,027	556,162,855
Furniture and Home Furni	58,096,548	40,512,788	17,583,760	518,870,237	247,359,950	271,510,287
Electronics and Appliance	46,184,789	7,089,952	39,094,837	425,026,964	296,850,763	128,176,201
Building Material, Garden	262,841,081	123,327,809	139,513,272	2,284,948,390	1,424,979,182	859,969,208
Food and Beverage Store	251,561,024	172,122,435	79,438,589	2,270,414,250	1,611,948,301	658,465,949
Health and Personal Care	136,114,785	59,153,884	76,960,901	1,142,125,439	772,176,013	369,949,426
Gasoline Stations-447	189,742,632	65,656,368	124,086,264	1,731,524,887	567,279,422	1,164,245,465
Clothing and Clothing Acc	128,713,989	13,890,699	114,823,290	1,190,343,409	572,728,613	617,614,796
Sporting Goods, Hobby, B	48,280,120	9,941,372	38,338,748	448,944,857	190,886,468	258,058,389
General Merchandise Stor	269,610,820	30,584,683	239,026,137	2,449,640,621	841,296,317	1,608,344,304
Miscellaneous Store Retai	59,530,315	22,437,454	37,092,861	538,897,720	325,317,023	213,580,697
Non-Store Retailers-454	197,997,406	99,398,025	98,599,381	1,765,092,943	1,053,196,327	711,896,616
Foodservice and Drinking	240,285,547	157,311,934	82,973,613	2,242,419,729	1,819,374,049	423,045,680
Full-Service Restaur:	109,881,220	59,685,483	50,195,737	1,026,302,457	859,871,805	166,430,652
<b>Limited-Service Eatir</b>	<b>95,195,707</b>	<b>62,695,147</b>	<b>32,500,560</b>	<b>889,248,395</b>	<b>737,788,987</b>	<b>151,459,408</b>
Special Foodservice:	25,563,581	34,931,304	(9,367,723)	238,327,676	198,810,456	39,517,220
Drinking Places -Alc	9,645,038	-	9,645,038	88,541,201	22,902,801	65,638,400
GAFO *	582,364,852	116,414,932	465,949,920	5,318,560,389	2,357,199,923	2,961,360,466

Source: Claritas, Inc.; Thomas Point Associates, Inc.

Note: difference betw.demand and supply represents the opportunity gap or surplus available for each retail outlet in the specified area. When the demand is greater than (less than) the supply, there is an opportunity gap (surplus) for that retail outlet. For example, a positive value signifies an opportunity gap, while a negative value signifies a surplus.

\* GAFO (General merchandise, Apparel, Furniture and Other) represents sales at stores that sell merchandise normally sold in department stores. This category is not included in Total Retail Sales Including Eating and Drinking Places.



**Montgomery County Planning Department**  
 Maryland-National Capital Park and Planning Commission

Effective: December 5, 2014

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**REGULATORY PLAN EXTENSION REQUEST**

Request #1       Request #2

<i>MCPB Hearing Status Only</i>			
File Number	_____	MCPB Hearing Date	_____
Date Received	_____		

Plan Name: Chick-fil-A Olney      Plan No. 820150100

This is a request for extension of:       Project Plan       Sketch Plan  
 Preliminary Plan       Site Plan

The Plan is tentatively scheduled for a Planning Board public hearing on: October 1 (with extension)

The Planning Director may postpone the public hearing for up to 30 days without Planning Board approval. Extensions beyond 30 days require approval from the Planning Board.

**Person requesting the extension:**

Owner,  Owner's Representative,  Staff (check applicable.)

Elizabeth Rogers		Lerch, Early & Brewer, Chtd.	
<i>Name</i>		<i>Affiliation/Organization</i>	
3 Bethesda Metro Center, Suite 460			
<i>Street Address</i>			
Bethesda		MD	20814
		<i>State</i>	<i>Zip Code</i>
City			
(301) 841-3845		ecrogers@lerchearty.com	
<i>Telephone Number</i>	<i>ext.</i>	<i>Fax Number</i>	<i>E-mail</i>

We are requesting an extension for 1 months until October 9, 2015

Describe the nature of the extension request. Provide a separate sheet if necessary.

We respectfully request a 30 day extension on the above referenced Site Plan Application, which was formally accepted on May 12, 2015. It is the Applicant's desire that the Application be scheduled for the Planning Board hearing on October 1, 2015.

Signature of Person Requesting the Extension

Elizabeth Rogers  
 Signature

08/14/2015  
 Date

**Extension Review**

*Planning Director Review for Extensions 30 days or less*

I, the Planning Director, or Director's designee, have the ability to grant extensions of the Planning Board public hearing date of up to 30 days and approve an extension of the Planning Board public hearing date from SEPT. 9 2015 until OCTOBER 9 2015.

Gwen Wright  
Signature

8/17/15  
Date

*Planning Board Review for Extensions greater than 30 days*

The Montgomery County Planning Board reviewed the extension request on \_\_\_\_\_ and approved an extension for more than 30 days of the Planning Board public hearing date from \_\_\_\_\_ until \_\_\_\_\_.