



Symmetry at Cloverleaf LLC, Provisional Adequate Public Facilities, PAPF

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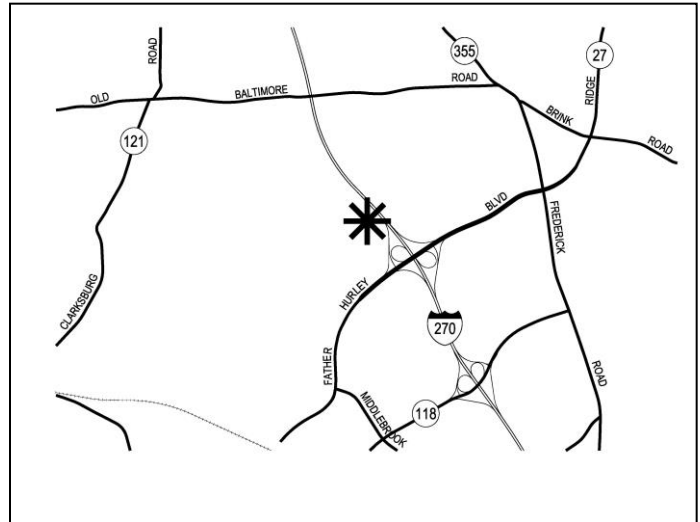
Description

Symmetry at Cloverleaf LLC, Provisional Adequate Public Facilities, PAPF

A request for a determination of the adequacy of transportation facilities associated with a roadway improvement completed by the applicant for a now expired preliminary plan (No. 119881560).

To include:

- Parcel located at the northwest quadrant of I-270 and Father Hurley Boulevard
- 25.3924 acres of land, zoned CR-2.0, C-1.75, R-1.0, H-145T, 2009 Germantown Employment Area Sector Plan
- Transportation Adequate Public Facilities determination for the proposed development not to exceed 1,558 trips in the AM or 1,762 trips in the PM.
- Applicant: Symmetry at Cloverleaf, LLC
- Filing Date: January 5, 2015



Summary

- Staff recommends approval with conditions.
- The Applicant is seeking Provisional Adequate Public Facilities (PAPF) approval for transportation Adequate Public Facilities (APF) for a vehicle trip maximum. A Preliminary Plan and Site Plan or other project application can be submitted at a later time within the 85 month validity period for this transportation PAPF application.
- The development proposed under this application is hypothetical but was necessary to provide a basis for vehicle trip generation.

STAFF RECOMMENDATION: Staff recommends approval subject to the following conditions:

- 1) The validity period for this Provisional Adequate Public Facilities (PAPF) test for transportation is 85 months from the date of mailing of the Planning Board Resolution.
- 2) Calculation of the number of vehicle trips generated from the Subject Property in future applications must use trip rates found in the January 2013 Local Area Transportation Review and Transportation Policy Area Review Guidelines. Internal capture and pass-by reductions must be calculated using the National Cooperative Highway Research Program (NCHRP) Report 684, Enhancing Internal Trip Capture Estimation for Mixed-Use Developments.
- 3) The Applicant is limited to a development level equal to or less than 1,558 AM net peak hour trips or 1,762 PM net peak hour trips, whichever threshold is met first. The net total trips in the AM or PM peak hour includes internal trip and pass-by trip reductions.
 - a. Additionally, at total buildout, AM inbound trips to the Subject Property are limited to no more than 70% and no less than 60% of the total AM peak hour trips.
 - b. Additionally, at total buildout, PM inbound trips to the Subject Property are limited to no more than 45% and no less than 30% of the total PM peak hour trips.
- 4) The total background vehicle traffic, which includes existing traffic and approved but unbuilt development, and the background improvements at the intersections analyzed in the traffic impact analysis, will not be changed (“frozen”) for the duration of the 85 month PAPF validity period for the Subject Property.
- 5) At the preliminary plan stage, the Applicant must submit conceptual plans for the proposed improvements listed as follows:
 - a. A second northbound right turn lane on Crystal Rock Drive at Father Hurley Boulevard.
 - b. A striped second southbound left turn lane on Observation Drive at Ridge Road.
 - c. The Dorsey Mill Road bridge over I-270.
 - d. A second left turn lane on eastbound Father Hurley Boulevard at Crystal Rock Drive.
 - e. At Crystal Rock Drive and Kinster Drive: one through/left lane, one through lane, and one right turn lane on northbound Crystal Rock Drive. On southbound Crystal Rock Drive the lane configuration must include one through/left lane and one through/right lane.
 - f. A traffic signal and applicable improvements needed to install the signal at Crystal Rock Drive and Kinster Drive and Century Boulevard and Kinster Drive/proposed site entrance.
- 6) When deemed necessary by the Planning Board in its approval of a future application for development of the Subject Property, the following improvements must be completed:
 - a. Constructing a second northbound right turn lane on Crystal Rock Drive at Father Hurley Boulevard.
 - b. Striping a second southbound left turn lane on Observation Drive at Ridge Road.
 - c. Constructing the Dorsey Mill Road bridge over I-270.
 - d. Constructing a second left turn lane on eastbound Father Hurley Boulevard at Crystal Rock Drive.
 - e. Reconstructing the northbound and southbound approaches of the Crystal Rock Drive and Kinster Drive intersection to include one through/left lane, one through lane, and one right turn lane on northbound Crystal Rock Drive. On southbound Crystal Rock Drive the lane configuration must include one through/left lane and one through/right lane. Adjustments to the number of lanes or intersection configuration can be made as determined with future applications for the development of the Subject Property or by the Montgomery County Department of Transportation (MCDOT).

The above improvements may be constructed solely by the Applicant, by the Applicant in concert with public agencies or neighboring landowners, or solely by others with development approvals also conditioned on the construction of the improvements.

- 7) The Applicant must submit a traffic signal warrant analysis with any preliminary plan for the Subject Property for the intersections of 1) Century Boulevard and Kinster Drive/proposed site entrance and 2) Crystal Rock Drive and Kinster Driver. If a traffic signal is warranted, then the Applicant must construct the signal and associated improvements when identified by the Planning Board in its approval of a future application for development of the Subject Property.
- 8) The Applicant is responsible for any pedestrian or bicycle improvements identified with future applications for development of the Subject Property as required by the Planning Board.
- 9) The Applicant must satisfy the Adequate Public Facilities – Transportation Policy Area Review (TPAR) test by making a TPAR payment, equal to 25% of the applicable development impact tax, to the Montgomery County Department of Permitting Services (MCDPS). MCDPS may determine the extent to which the Applicant is eligible for TPAR credit.
- 10) At the preliminary plan stage the Applicant must demonstrate substantial compliance with the comments contained in the MCDOT letter dated November 18, 2015, except for comment #1 in the Summary section of the letter.

PRIOR REGULATORY ACTIONS

The prior regulatory actions are as follows:

1. Cloverleaf Center Germantown (119881560): Preliminary plan approval for 2,100,000 square feet of office and 881 multifamily residential units.
2. Century Technology Campus (120020950): Preliminary plan approval for 2,100,000 square feet of office and 881 multifamily residential units. (superseded 119881560)
3. Century Park at Cloverleaf (820020280): A site plan was filed for 518,164 square feet of industrial development but was withdrawn before Planning Board action.

All adequate public facility (APF) reviews for the Subject Property have expired.

SITE AND PROJECT DESCRIPTION

The 25.3924 acre property, Parcels 850, 688, and 635 on Tax Map, is zoned **CR-2.0, C-1.75, R-1.0, H-145T (previously zoned TMX-2)**, and is currently unimproved. The Property is located in the northwest corner of Father Hurley Boulevard and Dwight D. Eisenhower Highway (I-270) as shown in **Figure 1**. To the west of the Property is the master-planned right-of-way for Century Boulevard Extension (recently constructed and opened to traffic) and to the north is the master-planned right-of-way for Dorsey Mill Road extension and future bridge over I-270. To the east of the Property is I-270 and to the south is Father Hurley Boulevard.

The Applicant is requesting a transportation only Provisional Adequate Public Facilities (PAPF) approval for a vehicle trip maximum associated with a theoretical development. The Applicant is specifically requesting not to be conditioned to the proposed development included in the Traffic Impact Study (TIS), which is the basis for the resulting vehicle trips generated for the Subject Property, because the

development is theoretical in nature and is only meant to establish the AM and PM trip maximums. The hypothetical development that was analyzed in the TIS does stay within the 2.0 FAR approved density in District Map Amendment G-956 for the Subject Property, and all proposed land uses are acceptable in the applicable Master Plan. A Traffic Impact Study Concept Plan was submitted to provide a basis for Staff to understand the nature of any proposed development of the Subject Property and is shown in **Figure 2**.

The Applicant is requesting Planning Board approval of the transportation PAPF application due to their participation with the MCDOT in the funding and construction of the Century Boulevard extension under Father Hurley Boulevard and along their entire frontage. As part of the most recent Preliminary Plan (120020950) approval for this Property, the previous owner was conditioned to participate in the County's future CIP project to construct the four-lane divided Century Boulevard from Father Hurley Boulevard to Dorsey Mill Road. The Applicant purchased the property in 2001 and assumed the obligation of the conditions in the Preliminary Plan, which expired at the end of 2007. The Applicant continued to work with MCDOT and provided funds for the construction of the road after their APF for the approved Preliminary Plan had expired. The Applicant is requesting approval of this transportation PAPF to retain vehicle trip capacity for any future application for the Subject Property because of their financial participation with MCDOT related to the extension of Century Boulevard.

Figure 1: Vicinity Map

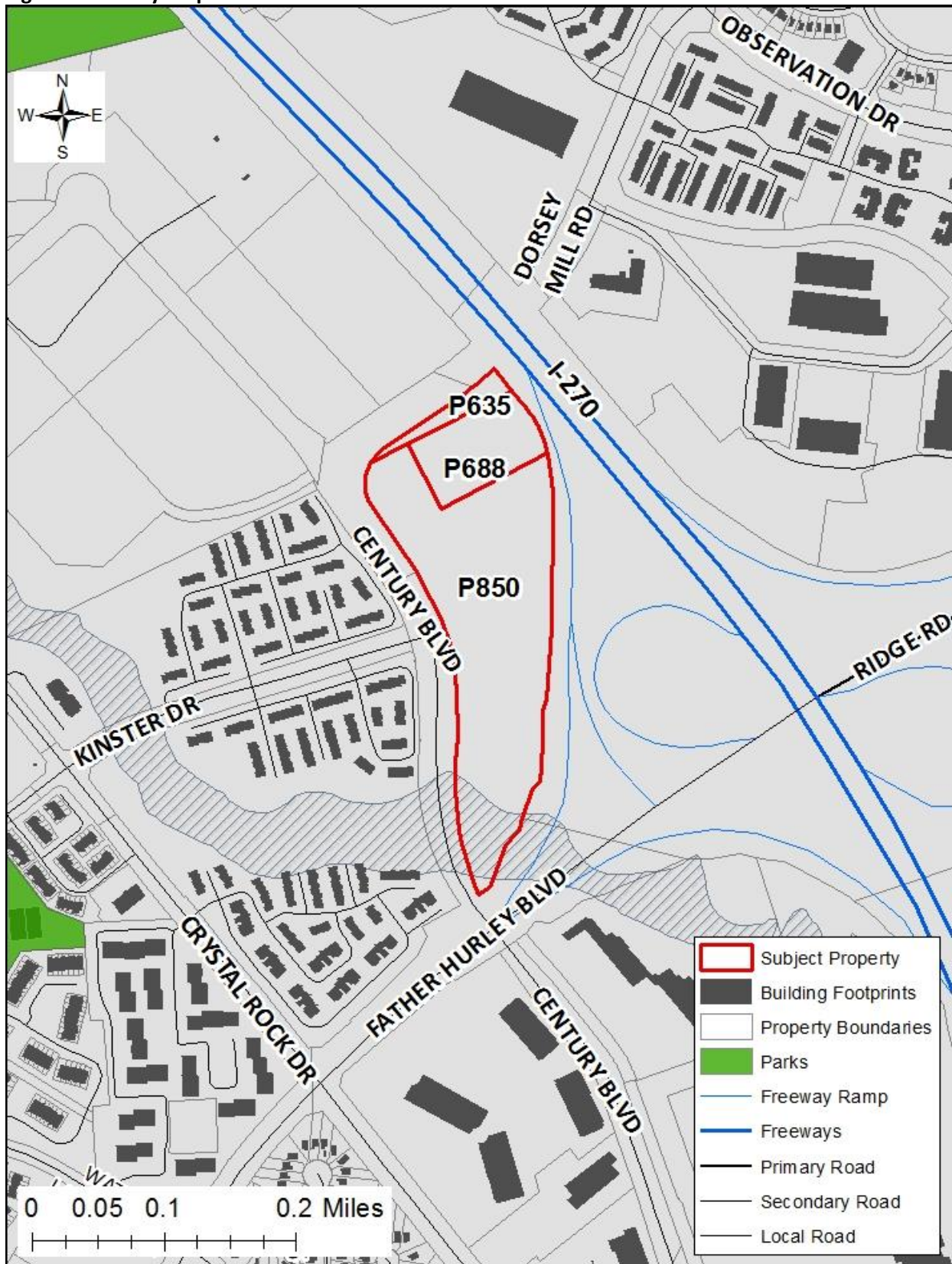
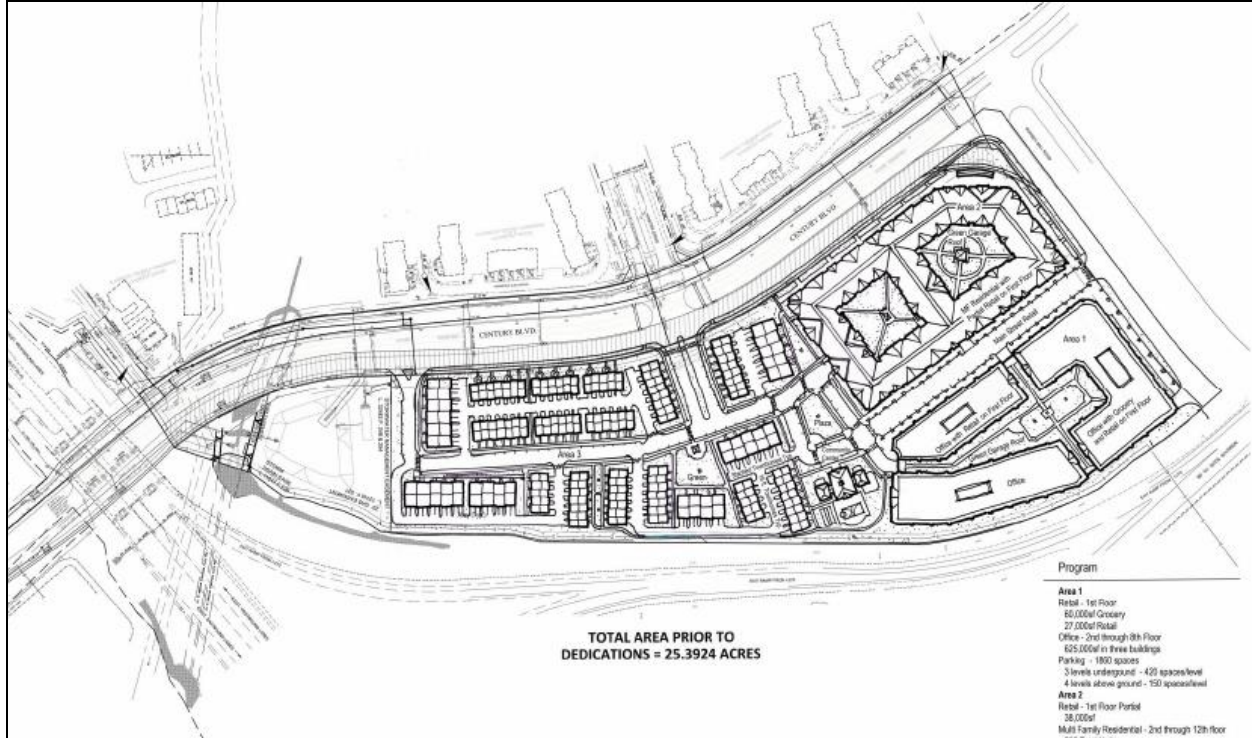


Figure 2: Traffic Impact Analysis Concept Plan



The only existing development that abuts the property is to the west, which are the Cloverleaf Townhomes and are zoned at R-30. To the north is the approved Crystal Rock development (120120120), which is currently in for a Project Plan amendment, Site Plan amendment, and Project Plan amendment and is now called Black Hills (12012012A). It is a mixed use development consisting of multifamily residential, assisted living, hotel, office, and supporting retail.

ANALYSIS AND FINDINGS

Site Access

There are no approved vehicular access points for the Subject Property, although, there are two vehicular aprons that were paved when Century Boulevard was extended under Father Hurley Boulevard to the north. One is a potential full movement access at Kinster Drive and Century Boulevard and the second is a right-in/right-out to Century Boulevard between Kinster Drive and Father Hurley Boulevard. The vehicular points of access will be fully evaluated at the initial Preliminary Plan submittal.

On-site Vehicular Parking

Since this is a PAPF transportation application, on-site parking will be reviewed as part of any future application for development of the Subject Property.

Conformance to the Master Plan

The Property is within the 2009 *Germantown Employment Area Sector Plan* (Master Plan) and is specifically recommended in the Master Plan to be suitable for a mix of uses with a minimum of 60

percent employment and a maximum of 40 percent residential (page 63). The Master Plan calls for 1.0 FAR of mix of uses; however, there was a District Map Amendment G-956 that approved a Commercial Residential zoning at a 2.0 FAR (CR-2.0). The 2.0 FAR mix of uses is consistent with the proposed density allowed. The land use and associated mix of uses is not part of transportation PAPF application and thus will be reviewed for Master Plan consistency with any application for development.

Master-Planned Roadway, Bikeway, and Transit Corridor

The 2009 Germantown Employment Area Sector Plan Approved contains the following recommendations for frontage roadway and bicycle facilities:

- Century Boulevard:
 - A business district street (B-10) with four divided travel lanes (two lanes in each direction) and a right-of-way of 134 feet.
 - A shared use path (SP-66)
 - A 50-foot transitway for the future Corridor Cities Transitway (CCT)
- Dorsey Mill Road extended
 - A business district street (B-14) with four travel lanes (two in each direction) and a right-of-way of 150 feet.
 - A 50-foot shared transitway for the future CCT

The 2005 Countywide Bikeways Functional Master Plan is currently being updated. It is likely, as part of the update of the Bikeways Master Plan, that the bicycle recommendation of a shared use path on Century Boulevard will be upgraded to separated bike lanes on each side of the road.

The Dorsey Mill Road extended bridge Mandatory Referral (MR2016007) over I-270 is proposed to have separated bicycle lanes (also known as a cycle track) on both sides of the road and a shared use path on the south side of the road. This is consistent with the current recommendation in the Master Plan but also provides an enhancement with separated bicycle lanes.

The CCT runs along the western and northern edge of the Subject Property as noted on the roadways listed above. In addition, there is a shared use path (SP-66) planned along the entire segment of the CCT from the Shady Grove Metrorail Station to Clarksburg Town Center. The Master Plan also has a CCT station (Manekin) on Century Boulevard in front of the Subject Property with a 250-space park and ride facility.

Public Transit Service

Ride-on Route 83 and 98 provide bus service within close proximity of the Subject Property. Route 83 provides service every 30 minutes Monday through Sunday from the Holy Cross Germantown Hospital to the Germantown Transit Center. The closest Route 83 bus stop is located a little more than a quarter mile away at Kinster Drive and Crystal Rock Drive. Route 98 also provides service every 30 minutes Monday through Sunday from the Germantown Transit Center to the Kingsview Park and Ride in the vicinity of the Property. The route has a few different routing options during the peak commuting period and the weekend to provide service to the Germantown Community Center and Maryland SoccerPlex Championship Stadium. The closest Route 98 bus stop is located at Father Hurley Boulevard and Waters Landing, which is more than a half mile from the Subject Property.

Pedestrian and Bicycle Facilities

The only existing pedestrian facility along the property frontage is on Century Boulevard, which consists of a five-foot wide sidewalk and green panel. Lead-in sidewalks from the adjacent streets and other Master Plan facilities will be reviewed with any development application for the Subject Property.

Adequate Public Facilities Review (APF)

As conditioned, the transportation PAPF for the theoretical development, with a maximum of 1,558 AM net peak hour trips or 1,762 PM net peak hour trips, will satisfy the LATR and TPAR requirements of the Adequate Public Facilities (APF) review. This is also contingent upon AM inbound trips, at total buildout of the Subject Property, being limited to no more than 70% and no less than 60% of the total AM peak hour trips. For PM inbound trips, the Subject Property, at total buildout, is limited to no more than 45% and no less than 30% of the total PM peak hour trips.

Trip Generation

The peak-hour trip generation estimated for the hypothetical development was based on trip generation rates in the *2013 Local Area Transportation Review and Transportation Policy Area Review Guidelines (LATR/TPAR)*. Pass-by vehicle trip reductions and internal-capture vehicle trips reductions are included in the trip generation estimation due to the types of uses and the mix of uses theoretically proposed for the Subject Property. Pass-by and internal-capture trip reductions are based on the *National Cooperative Highway Research Program (NCHRP) Report 684, Enhancing Internal Trip Capture Estimation for Mixed-Use Developments*. A site trip generation summary that shows the number of weekday peak-hour trips generated within the weekday morning peak period (6:30 to 9:30 a.m.) and the evening peak period (4:00 to 7:00 p.m.) is presented in **Table 1**. The vehicle trip generation estimates for the site indicate a total of 1,558 AM net peak hour trips and 1,762 PM net new peak-hour trips after the pass-by and internal-capture trips are taken into account. A pass-by trip reduction is assumed because traffic is already using the adjacent roadway and enters the site as an intermediate stop on their way from or to another destination. Internal-capture trips are assumed because the mix of uses that might be proposed on the Subject Property allow for persons to make various trips, such as visiting an on-site retail establishment from their home or work, without having to leave the Property.

Table 1: Vehicle Trip Generation

Development	SF/Units	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
General Retail sq. ft. (M-NCPPC)	125,000	153	141	294	612	564	1,176
<i>Internal Capture w/ Residential</i>		-4	-2	-6	-61	-147	-208
<i>Internal Capture w/ Office</i>		-38	-37	-75	-49	-11	-60
<i>Pass-by (34% reduction)</i>		<u>-38</u>	<u>-35</u>	<u>-73</u>	<u>-171</u>	<u>-138</u>	<u>-309</u>
Net External Retail Trips		73	67	140	331	268	599
General Office sq. ft. (M-NCPPC)	625,000	918	137	1,055	156	764	920
<i>Internal Capture w/ Residential</i>		-7	0	-7	-7	-15	-22
<i>Internal Capture w/ Retail</i>		<u>-37</u>	<u>-38</u>	<u>-75</u>	<u>-11</u>	<u>-49</u>	<u>-60</u>
Net External Office Trips		874	99	973	138	700	838
Residential Multifamily units (M-NCPPC)	950	77	306	383	296	152	448
Residential Townhome units (M-NCPPC)	150	13	62	75	72	35	107
<i>Internal Capture w/ Retail</i>		-2	-4	-6	-147	-61	-208
<i>Internal Capture w/ Office</i>		<u>0</u>	<u>-7</u>	<u>-7</u>	<u>-15</u>	<u>-7</u>	<u>-22</u>
Net External Residential Trips		88	357	445	206	119	325
Total Net External Trips		1,035	523	1,558	675	1,087	1,762

The land uses presented in the trip generation table are meant to represent a future transportation impact on the local road system as analyzed in the Local Area Transportation Review (LATR) presented below. Since there is no preliminary plan submitted with the APF application, the theoretical land uses are not the binding element. The total AM and PM peak hour trips, along with the reductions included in the trip generation estimates, and trip distribution at buildout, are the binding conditions related to any type of development that might be proposed on the Subject Property. As long as any subsequent application for development does not exceed the AM or PM peak hour trips (whichever threshold is met first) and the distribution ratio in the AM and PM, then the transportation APF will remain valid.

Local Area Transportation Review (LATR)

A traffic study dated August 17, 2015 (revised November 11, 2015), was submitted to determine the impact of the theoretical development on the area transportation system. Nineteen intersections were identified as critical intersections for analysis to determine whether they meet the applicable congestion standard. None of the intersections identified are a potential site access location, as access will be evaluated with any preliminary plan submitted for the Subject Property. The intersections are located in the Germantown Town Center Policy Area with a Critical Lane Volume (CLV) standard of 1,600 and in the Germantown West Policy Area with a CLV standard of 1,450. The applicable CLV standard is noted next to each intersection shown in **Table 2**. The hypothetical 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 the CLV calculation is shown in the **Table 2** below. As shown in the table, two of the intersections will exceed the acceptable CLV standard under the total future condition with the hypothetical development on the Subject Property.

The two intersections with failing CLVs in the total future condition with the Subject Property are Crystal Rock Drive & Kinster Drive/Waters Landing Drive and Crystal Rock Drive & Father Hurley Boulevard. The Applicant has proposed the addition of a second eastbound left turn lane on Father Hurley Boulevard at Crystal Rock Drive in addition to the background improvement of a second northbound right turn lane on Crystal Rock. In order to address the failing CLV condition at Crystal Rock Drive & Kinster Driver/Waters Landing Drive, the Applicant has proposed modifications to the northbound and southbound approaches on Crystal Rock Drive, in addition to the installation of a traffic signal. The proposed lane modifications on Crystal Rock Drive, at buildout, include one through/left lane, one through lane, and one right turn lane on the northbound approach to the intersection. On the southbound approach, the Applicant has proposed one through/left lane and one through/right lane.

The Applicant has assumed the striping of a second left turn lane on Observation Drive at Ridge Road (MD 27) and the Dorsey Mill Road bridge extension across I-270 in the background traffic condition in addition to the second northbound right turn lane on Crystal Rock Drive at Father Hurley Boulevard as noted above. The Applicant will be conditioned to assist in the implementation of these improvements with any preliminary plan submitted for the Subject Property.

Due to the nature of this application, the total background vehicle traffic, which includes existing traffic and approved but unbuilt development, and the background improvements at the intersections analyzed in the traffic impact analysis, will not be changed (“frozen”) for the duration of the 85 month PAPF validity period for the Subject Property. The total background traffic is included in the TIS submitted in support of this transportation PAPF and is included as Attachment 1. The total background vehicle traffic is “frozen” for the purposes of determining the mitigation measures needed due to the maximum number of vehicle trips that are recommended for approval for the Subject Property in order to satisfy the roadway capacity needed for APF. The “frozen” total background traffic is not to be used to determine the need for traffic signals that have been identified in the conditions associated with this PAPF Application or other safety improvements that could arise as the result of subsequent applications.

Table 2: Critical Lane Volume (CLV)

Intersection	Critical Lane Volume (CLV) Standard	Existing Traffic		Background Traffic		Total Future Traffic		Total Future Traffic with Improvement	
		AM	PM	AM	PM	AM	PM	AM	PM
Crystal Rock Dr & Kinster Dr/Waters Landing Dr	CLV Standard 1,425	297	249	1,098	1,297	1,859	1,962	1,010	1,164
	Exceed CLV	no	no	no	no	yes	yes	no	no
Dr & Dorsey Mill Rd extended	CLV Standard 1,425	---	---	1,067	1,004	1,307	1,190		
	Exceed CLV	---	---	no	no	no	no		
Crystal Rock Dr & Father Hurley Blvd	CLV Standard 1,425	758	729	1,227	1,203	1,454	1,576	1,291	1,388
	Exceed CLV	no	no	no	no	yes	yes	no	no
Father Hurley Blvd & I-270 SB off-ramp	CLV Standard 1,425	583	593	763	874	811	895		
	Exceed CLV	no	no	no	no	no	no		
Ridge Rd (MD 27) & I-270 NB off-ramp	CLV Standard 1,425	635	719	875	864	934	825		
	Exceed CLV	no	no	no	no	no	no		
Ridge Rd (MD 27) & Observation Dr	CLV Standard 1,425	1,001	1,087	1,141	1,293	1,159	1,358		
	Exceed CLV	no	no	no	no	no	no		
Father Hurley Blvd & Waters Landing Dr	CLV Standard 1,425	798	893	891	1,037	929	1,148		
	Exceed CLV	no	no	no	no	no	no		
Father Hurley Blvd & Wynnfield Dr	CLV Standard 1,425	771	756	861	896	904	1,032		
	Exceed CLV	no	no	no	no	no	no		
Middlebrook Rd & Father Hurley Blvd	CLV Standard 1,425	871	954	1,025	1,067	1,096	1,158		
	Exceed CLV	no	no	no	no	no	no		
Father Hurley Blvd & Wisteria Dr	CLV Standard 1,425	812	761	932	850	995	926		
	Exceed CLV	no	no	no	no	no	no		
Crystal Rock Dr & Century Blvd	CLV Standard 1,600	419	589	718	1,014	920	1,220		
	Exceed CLV	no	no	no	no	no	no		
Aircraft Dr & Century Blvd	CLV Standard 1,600	351	384	1,220	978	1,561	1,233		
	Exceed CLV	no	no	no	no	no	no		
Germantown Rd (MD 118) & Crystal Rock Dr	CLV Standard 1,600	832	1,043	1,321	1,444	1,523	1,597		
	Exceed CLV	no	no	no	no	no	no		
Germantown Rd (MD 118) & Aircraft Dr	CLV Standard 1,600	815	1,005	1,305	1,472	1,559	1,590		
	Exceed CLV	no	no	no	no	no	no		
Germantown Rd (MD 118) & I-270 SB off-ramp	CLV Standard 1,425	711	977	1,200	1,244	1,334	1,307		
	Exceed CLV	no	no	no	no	no	no		
Germantown Rd (MD 118) & I-270 NB off-ramp	CLV Standard 1,425	603	632	813	1,039	853	1,102		
	Exceed CLV	no	no	no	no	no	no		
Germantown Rd (MD 118) & I-270 NB on-ramp	CLV Standard 1,425	645	962	987	1,257	1,092	1,299		
	Exceed CLV	no	no	no	no	no	no		
Germantown Rd (MD 118) & Goldenrod Lane	CLV Standard 1,425	642	890	1,028	1,313	1,101	1,343		
	Exceed CLV	no	no	no	no	no	no		
Germantown Rd (MD 118) & Middlebrook Rd	CLV Standard 1,600	875	1,120	992	1,338	1,008	1,375		
	Exceed CLV	no	no	no	no	no	no		

MCDOT and the Maryland State Highway Administration (SHA) have reviewed the traffic study and provided letters. The MCDOT letter dated November 18, 2015 is included as Attachment 2 and the SHA letter dated October 20, 2015 is included as Attachment 3. A comment and response letter from the Applicant to the SHA letter is included as Attachment 4. With no access permits required, the comments as set forth in the letters are advisory for future redevelopment.

Transportation Policy Area Review

Per the Transportation Policy Area Review (TPAR) test, the proposed development will require a TPAR

payment to the MCDPS at building permit of 25% of the transportation impact tax because the site is located within the Germantown West Policy Area with an inadequate transit capacity. There is a Restated Road Participation Agreement between Montgomery County, MD and the Applicant for the Subject Property dated July 6, 2012 that indicates the Applicant is eligible for TPAR credit, and it is included as Attachment 5. This agreement indicates that the Applicant is eligible for TPAR credit due to their participation with MCDOT in the extension of Century Boulevard from approximately the property located at 20441 Century Boulevard under Father Hurley along their property to roughly 500 feet north of the intersection of Kinster Drive and Century Boulevard.

Validity Period

Staff is recommending to the Planning Board that the validity period for this APF approval not exceed 85 months pursuant with Section 50-20(3)(A)(iii) of the Montgomery County code. The code gives the Applicant a range of 7 to 12 years; however, in order for the maximum period of 12 years to be given, the Applicant would need to submit a development schedule or phasing plan alongside this PAPP application for the Planning Board's approval. Since the APF approval is provisional only, submitting a development schedule or phasing plan for land uses, which the Applicant is asking not to be conditioned to, is not feasible. Furthermore, the Applicant is requesting approval for vehicle trips that equate to nearly two million square feet of development. This development will need to be accounted for in the background conditions for any subsequent Traffic Impact Study submitted as part of a Preliminary Plan application in the Germantown area, which can have implications on decisions about future development applications. Since it is unknown when a development application will be filed for the Subject Property, no phasing plan has submitted, and in order to not hold onto capacity for a lengthy period of time that could impact future development applications, Staff is recommending to the Planning Board an 85 month validity period.

Under the County Code, the Planning Board may extend the validity period beyond 85 months, if requested with a future application; however, staff believes that the Planning Board should not accept any extension beyond 12 years, as background conditions could change significantly after the approval of this transportation PAPP.

Other Public Facilities and Services

All other public facilities and services including schools, water and sewer service, electric, telecommunication, police, fire, and health services available to serve the Subject Property will be reviewed with any preliminary plan at such time as development plans are submitted for review.

Citizen Notification

The subject APF determination is being reviewed by the Planning Board under the relevant section of Chapter 8. Specifically, nothing in Section 8-32 requires notice and signage related to the APF review. It only requires a hearing, which directs Planning Staff to the Planning Board's Rules of Procedure with regard to hearings. The Board's APF determination under Chapter 8 is an Application as defined by the Rules. Rule 4.3 states:

"Notice of Public Hearings. Except for Project Plans, notice for which is governed by § 59-D-2.22, the Planning Staff must provide written notice to the Applicant and all Persons previously notified at least 10 days before the public hearing on an Application, and post notice on the Board web site, of the hearing date, time, and location. The notice and web posting must specify where and how Persons may examine the Application file."

Therefore, no signage is required on the property frontage. With regard to “all Persons previously notified,” staff determines that it refers to the notice of Application submittal, so anyone the Applicant was required to notify would need to be directly notified in addition to the standard Planning Board agenda posting. Since there was no noticing requirement for the original application submittal, there is no noticing required for this application; Staff can rely solely on the Planning Board’s agenda posting as notice.

CONCLUSION

The roadway transportation facilities will be adequate to accommodate the vehicle trips associated with the proposed development. Therefore, staff recommends approval of the transportation PAPF determination with the conditions specified at the beginning of this report.

ATTACHMENTS

Attachment 1 – Traffic Impact Analysis - Symmetry at Cloverleaf, November 11, 2015 (no appendix)

Attachment 2 – MCDOT letter dated November 18, 2015

Attachment 3 – SHA Letter dated October 20, 2015

Attachment 4 – Applicant Response Letter to SHA Letter dated October 20, 2015

Attachment 5 – Restated Road Participation Agreement dated July 6, 2012

Traffic Impact Analysis

Symmetry at Cloverleaf Germantown, MD

Prepared for:
Symmetry at Cloverleaf, LLC

August 17, 2015

Revised November 11, 2015

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Traffic Impact Analysis

Symmetry at Cloverleaf Germantown, MD

Prepared for:

Symmetry at Cloverleaf, LLC

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INTRODUCTION AND CONCLUSION

This report presents the results of a traffic impact study for Provisional Adequate Public Facilities (PAPF) approval for the Symmetry at Cloverleaf mixed-use development in the Germantown area of Montgomery County, Maryland. The property is located along the north side of Father Hurley Boulevard, east of Crystal Rock Drive, and west of I-270 in the Germantown West Policy Area (see Figure 1).

The property consists of 25.3924 acres, measured prior to all dedications for Century Boulevard. The property is zoned CR-2, C-1.75, R-1.0, H-145T. This allows for a total maximum FAR (floor area ratio) of 2, with a maximum residential component of 1 FAR and a maximum non-residential component of 1.75 FAR. Symmetry at Cloverleaf, LLC, (Symmetry) has developed a preliminary mix of uses for the property based on the maximum residential FAR (1), with the remainder up to a 2 FAR composed of non-residential uses. The development level that is included in this study consists of 950 mid-rise residential units, 150 townhouse units, 125,000 square feet of retail with a grocery store, and 625,000 square feet of office.

This site is located within the larger Cloverleaf Center assemblage (Preliminary Plan Nos. 1-88156 and 1-02095) previously owned by Creamore Germantown Associates. Symmetry purchased the site from Creamore and agreed to major transportation infrastructure improvements, including extending Century Boulevard under Father Hurley Boulevard to the future Dorsey Mill Road. The preliminary plan approvals have since expired and a new approval is needed for any future redevelopment.

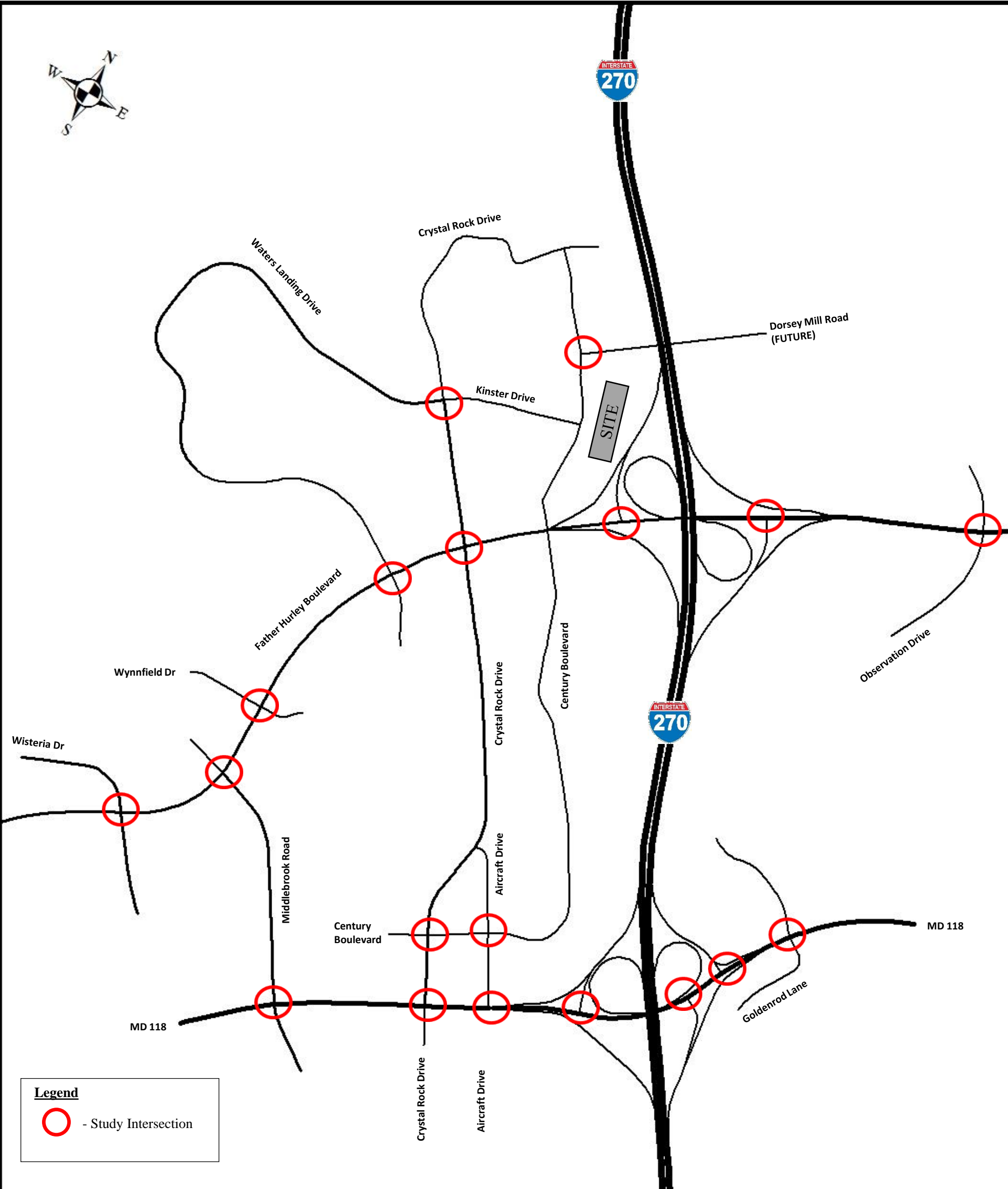
The County has completed the extension of Century Boulevard to further the Corridor Cities Transitway (CCT) project and improve general connectivity. Symmetry significantly voluntarily contributed to the cost of construction of the Century Boulevard Extension. Since Symmetry plans to develop the property, but has not progressed to the point of filing new applications for preliminary plan approval, Symmetry has requested a limited review in the nature of a PAPF approval, to establish a trip cap and corresponding infrastructure improvements for its future redevelopment. In this way, Symmetry can obtain PAPF approval, vesting impact tax credits for its monetary contribution to the Century Boulevard Extension, and vesting its APF approval for any development mix of uses that generates traffic up to and including the trip cap.

In accordance with discussion with M-NCPPC staff, a traffic study was prepared to obtain PAPF approval for the Symmetry at Cloverleaf mixed-use development. This study was prepared based on the Scoping Intake Form developed for this study. This study is in accordance with the Local Area Transportation Review and Transportation Policy Area Review (LATR and TPAR)

Guidelines established by the Montgomery County Planning Board (MCPB). This site is located within the Germantown West Policy Area.

The following sections of this report describe the existing and future area transportation system, existing traffic volumes, the calculation of traffic generated by approved and unbuilt developments, and the additional trips that would be generated by the full build out of the preliminary mix of uses for Symmetry at Cloverleaf. Based on the results of this analysis, the traffic generated by the build out of the proposed Symmetry at Cloverleaf property will be accommodated on the surrounding area roadways with the implementation of intersection modifications identified in this study. Area intersections will operate within the congestion standard for this policy area.

This report is an update to the August 17, 2015 report and incorporates revisions resulting from review agency comments.



AREA TRANSPORTATION SYSTEM

Existing Area Roadways

Key roadways in the study area include the following:

- Crystal Rock Drive
- Kinster Drive
- Waters Landing Drive
- Century Boulevard
- Dorsey Mill Road
- Father Hurley Boulevard / Ridge Road
- Wynnfield Drive
- Middlebrook Road
- Wisteria Drive
- Aircraft Drive
- MD 118

The following is a description of these roadways. The classifications of these roadways were obtained from Montgomery County's roadway classification definitions.

Crystal Rock Drive – This is generally a four-lane divided roadway and is the major north-south roadway through the study area. North of Father Hurley Boulevard, this roadway has sufficient pavement width for four lanes. It is currently striped for three lanes, with the center lane being a bi-directional turn lane. The striping can be modified to create four travel lanes. Crystal Rock Drive begins north of Kinster Drive and extends to Wisteria Drive to the south. It is classified as a minor road (neighborhood road or city street). Within the study area, its intersection with Kinster Drive/Waters Landing Drive is unsignalized while its intersections with Father Hurley Boulevard and with Century Boulevard are signalized.

Kinster Drive – This is a two-lane divided local roadway that travels east-west in the immediate study area. Kinster Drive provides access to the proposed development. The road extends from Crystal Rock Drive to the west where it becomes Waters Landing Drive to its terminus with the newly-built Century Boulevard. It is classified as a minor road (neighborhood road or city street).

Within the study area, its intersections with Crystal Rock Drive and Century Boulevard are both unsignalized.

Waters Landing Drive – This is a two-lane undivided roadway that travels in a partial loop through the study area. This roadway extends from Crystal Rock Drive on the north opposite Kinster Drive to the west before intersecting Crystal Rock Drive again on the south opposite Cloverleaf Center Drive. It is classified as a minor road (neighborhood road or city street). Within the study area, the intersection of Waters Landing Drive with Father Hurley Boulevard is signalized. Both the northern and southern intersections of Waters Landing Drive with Crystal Rock Drive are unsignalized.

Century Boulevard – This is a four-lane roadway with both divided and undivided segments. It extends from Middlebrook Road in the west to its previous terminus within an office park to the north of Cloverleaf Center Drive. The extension of Century Boulevard to its connection with the future Dorsey Mill Road has been completed; its current terminus is just north of Kinster Drive. It is classified as a minor road (neighborhood road or city street). Within the study area, the intersections of Century Boulevard with Crystal Rock Drive and Aircraft Drive are signalized.

Dorsey Mill Road – This is a proposed two lane undivided roadway between Century Boulevard to the west and Observation Drive to the east. This future roadway, which is in the Montgomery County 10 Year Plan adopted in 2009 and the Germantown Master Plan, will include a new bridge over Interstate 270 and will provide a parallel route to the north of Father Hurley Boulevard. Within the study area, its intersection with Century Boulevard will be unsignalized.

Father Hurley Boulevard – This is a six-lane divided roadway that becomes a four-lane divided highway west of Crystal Rock Drive. It generally travels east-west through the study area. It extends between Germantown Road to the south and west, and Interstate 270 to the east, where it becomes Ridge Road (MD 27) and continues north toward Damascus. It is a major east-west roadway through the study area, and provides access to Interstate 270 and MD 355. It is classified as a major county road. Within the study area, the intersections of Father Hurley Boulevard with Wisteria Drive, Middlebrook Road, Wynnfield Drive, Waters Landing Drive, Crystal Rock Drive, the I-270 southbound off-ramp, and the I-270 northbound off-ramp are all signalized.

Wynnfield Drive – This two-lane local road serves residential neighborhoods north and south of Father Hurley Boulevard. It extends from Waters Landing Drive on the north to a residential development south of Father Hurley Boulevard. It is classified as a minor road (neighborhood road or city street). Within the study area, its intersection with Father Hurley Boulevard is signalized.

Middlebrook Road – This is a four-lane divided roadway that extends from Father Hurley Boulevard on the north through Germantown Road (MD 118) on the south to east of its interchange with I-270 at MD 355. North of Father Hurley Boulevard, it continues as two-lane Sweetgum Circle into a residential development. It is classified as a major county road. Within the study area, its intersection with Father Hurley Boulevard is signalized.

Wisteria Drive – This roadway extends from the residential communities north of Father Hurley Boulevard through Germantown Road (MD 118) on the south to its terminus with Waring Station Road. North of Father Hurley Boulevard, it is a two-lane undivided road, while south of Father Hurley Boulevard within the study area it is a four-lane roadway with a bi-directional center turn lane. It is classified as a major county road. Within the study area, its intersection with Father Hurley Boulevard is signalized.

Aircraft Drive – This is a four-lane divided roadway that travels north-south and extends from Crystal Rock Drive on the north to Germantown Road (MD 118) on the south. It is classified as a minor road (neighborhood road or city street). In the study area, the intersection of Aircraft Drive with Century Boulevard is signalized.

MD 118 (Germantown Road) – This is a six-lane divided state highway that travels east-west and parallels Father Hurley Boulevard to the south through the study area. It travels from the south and west near Darnestown through the study area and its interchange with I-270 to its current terminus at MD 355. Through the I-270 interchange and to the east, it narrows to two lanes in each direction. Within the study area, its intersections with Crystal Rock Drive, Aircraft Drive, the I-270 southbound off-ramp, the I-270 northbound ramps, and Goldenrod Lane / Seneca Meadows Parkway are signalized.

Existing Lane Designations

The existing lane designations at all study intersections are shown on Figure 2. The future lane designations at all study intersections, including proposed improvements described in a later section of this study, are shown on Figure 3.





Legend
→ - Existing Lane Use
→ - New Lane or Striping

Note: Lane usage shown is for approaches to signalized and unsignalized intersections.

Existing Transit Service

Transit service in the immediate study area consists of bus service. Montgomery County's Ride On Bus Service routes with bus stops in the study area include Routes 55, 61, 74, 83, 97, 98, and 100. The Germantown Transit Center, a regional bus route hub, is located on the east side of Aircraft Drive just south of the intersection with Century Boulevard. A map of existing transit service is shown in Figure 4.

Route 55 - This route connects the Germantown Transit Center with the Shady Grove and Rockville Metrorail Stations. This bus route operates from 4:50 AM to 1:25 AM at approximately 15-to-30 minute headways Monday through Friday, 5:00 AM to 1:30 AM at approximately 15-to-30 minute headways on Saturday, and from 5:30 AM to 12:45 AM at approximately 20-minute headways on Sunday. It provides access to the Germantown Transit Center, Montgomery College (Germantown), Milestone Center, Lakeforest Transit Center, the Shady Grove Metro Station, and the Rockville Metro Station. Service to the Rockville Metro Station is limited to Monday through Saturday.

Route 61 – This route connects the Germantown Transit Center with the Shady Grove Metrorail Station. This bus route operates from 4:30 AM to 12:30 AM on weekdays, with 20-minute headways during the AM peak hours (5:00 – 9:00 AM) heading towards the Shady Grove Metro Station, 20-minute headways during the PM peak hours (3:30 – 7:00 PM) heading away from the Shady Grove Metro Station, and 30-minute headways during all other weekday operational hours. The bus route operates from 6:00 AM to 11:00 PM on Saturday and 6:30 AM to 10:25 PM on Sunday, both at 30-minute headways. It provides access to the Germantown Transit Center, Clopper Road (MD Route 117), Lakeforest Transit Center, Girard Street, Washington Grove, and the Shady Grove Metro Station.

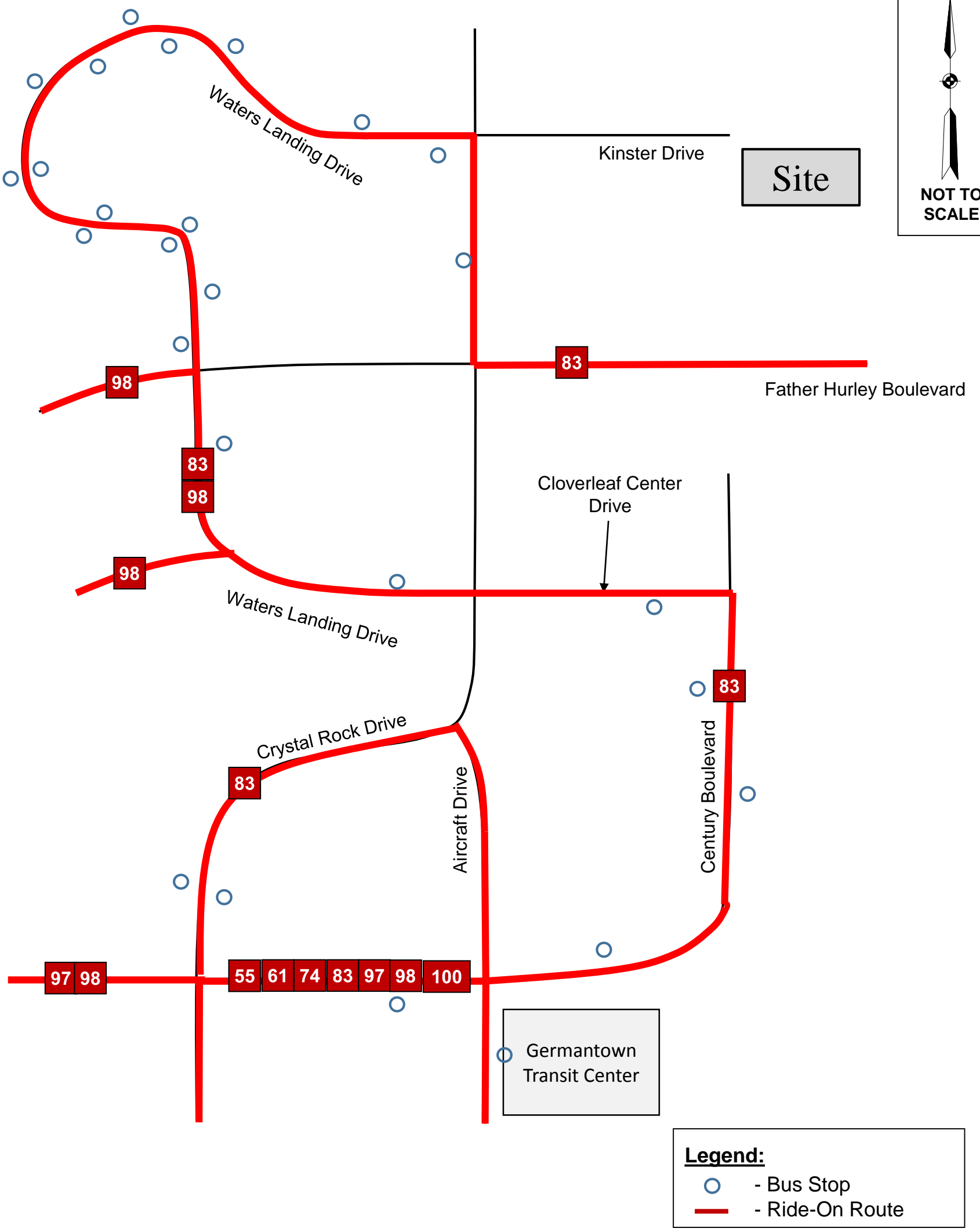
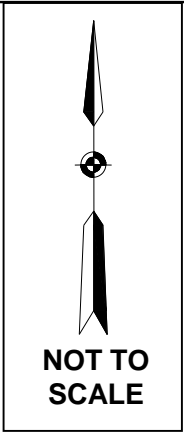
Route 74 – This route connects the Germantown Transit Center with the Shady Grove Metrorail Station. The bus route operates from 5:00 AM to 8:45 PM at 30-minute headways on weekdays. It provides access to the Germantown Transit Center, Great Seneca Highway, Key West Avenue, Washingtonian Boulevard, Rio Boulevard, Sam Eig Highway/Interstate 370, and the Shady Grove Metro Station.

Route 83 – This route connects the Milestone Park and Ride to the Germantown Transit Center and Germantown MARC Station. The bus route operates from 4:30 AM to 12:20 PM on weekdays at 20-minute headways during weekday commuter peak hours (approximately 5:00 – 9:00 AM and 4:00 – 7:30 PM) and 30-minute headways during all other weekday operational hours. The bus route operates from 6:30 AM to 9:50 PM on Saturday and 7:00 AM to 9:20 PM on Sunday, both at 30-minute headways. It provides access to the Milestone Park and Ride, Dorsey Mill Road, and the Germantown Transit Center. Service to the Germantown MARC Station is limited to weekday commuter peak hours.

Route 97 - This route is a loop that connects the Germantown Transit Center and Gunners Lake. The clockwise loop of the route operates from 4:30 AM to 11:50 AM on weekdays, 6:30 AM to 11:50 AM on Saturday, and 7:00 AM to 11:50 AM on Sunday, all at 30-minute headways. The counterclockwise loop of the route operates from 12:00 PM to 11:30 PM on weekdays, 12:00 PM to 9:50 PM on Saturday, and 12:00 PM to 9:20 PM on Sunday, all at 30-minute headways. The route provides access to the Germantown Transit Center, Crystal Rock Drive, Middlebrook Road, Gunners Lake, and Wisteria Drive. Service to the Germantown MARC Station is limited to weekday commuter peak hours (approximately 5:00 – 8:30 AM and 4:00 – 8:00 PM).

Route 98 – This is a route that connects the Germantown Transit Center and the Kingsview Park and Ride. The route runs from 4:45 AM to 12:00 AM on weekdays, 6:15 AM to 10:00 PM on Saturdays, and 7:00 AM to 9:00 PM on Sundays. Headways are approximately 30 minutes each day. The route provides access to Churchill Senior Living, Germantown Commons Shopping Center, and the Kingsview Park and Ride. Weekend service also provides access to the Maryland SoccerPlex Championship Stadium.

Route 100 – This route connects the Germantown Transit Center and the Shady Grove Metrorail Station. The bus route operates from 4:45 AM to 12:00 AM on weekdays at 6-minute headways during weekday commuter peak hours (approximately 6:30 – 8:30 AM and 4:30 – 6:30 PM) and 10 to 15-minute headways during all other weekday operational hours. The route operates from 6:30 AM to 10:15 PM on Saturday and from 6:30 AM to 9:45 PM on Sunday, both at 30-minute headways. The route travels directly between the Germantown Transit Center and the Shady Grove Metro Station.



Existing Transit Service

Symmetry at Cloverleaf PAPF
Germantown, MD

Existing Bicycle and Pedestrian Facilities

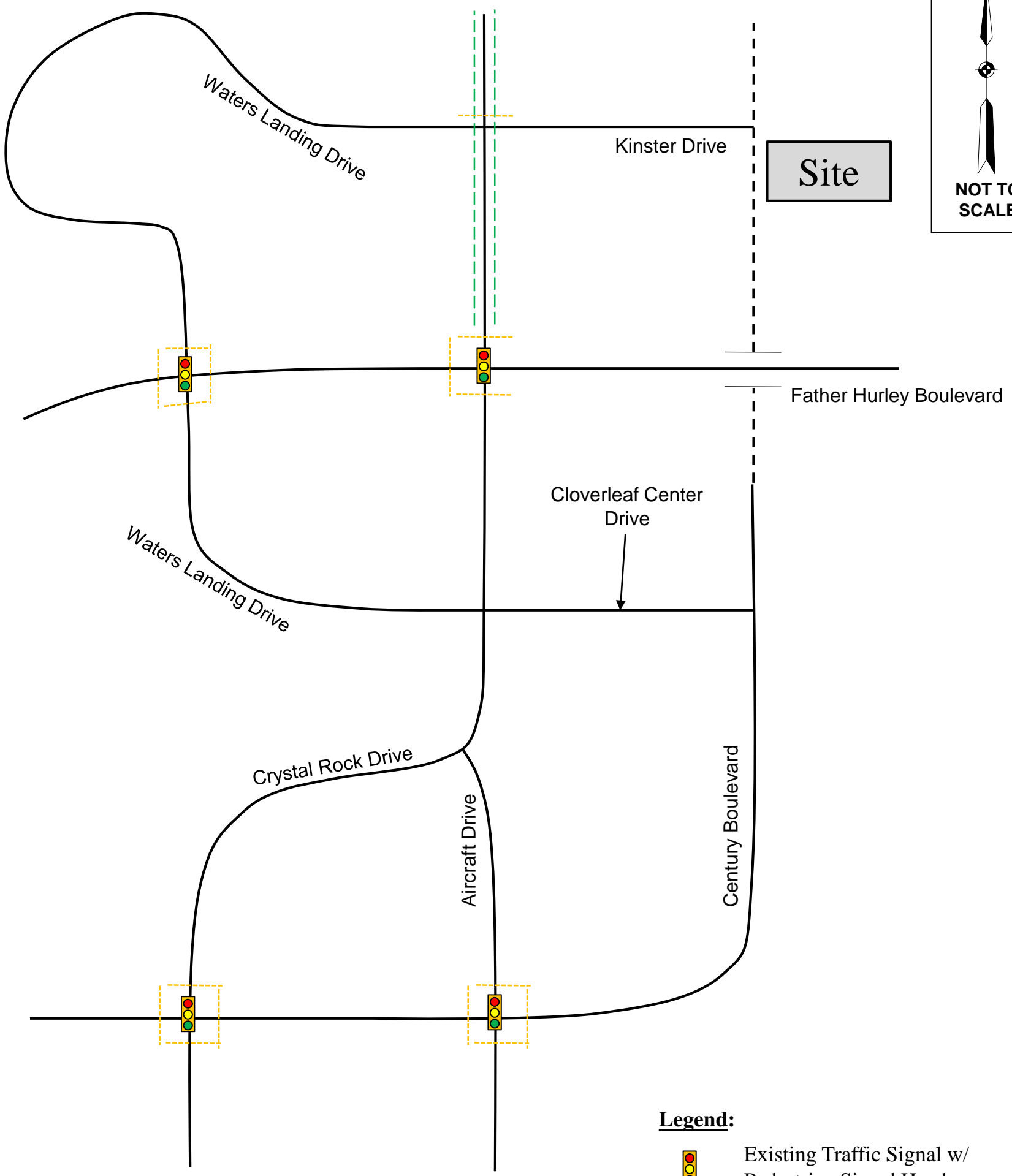
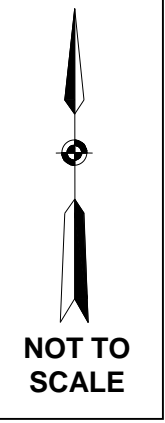
This pedestrian analysis examines the presence of pedestrian and bicycle facilities along the area streets and the pedestrian and bicycle accommodations at intersections in the immediate vicinity of the proposed development. Sidewalks are present along one or both sides of all roadways in the immediate vicinity of the project area. Bike lanes are present along Crystal Rock Drive north of Father Hurley Boulevard.

The following pedestrian amenities are provided at intersections in the immediate vicinity of the proposed development:




- Crystal Rock Drive / Kinster Drive / Waters Landing Drive – this stop-controlled intersection features ADA-compliant curb cuts along the north, east, and west legs of the intersection. It has a striped crosswalk across the north leg of the intersection as well as raised ADA-compliant concrete median for traffic calming. There are no pedestrian curb cuts for the south leg of the intersection.
- Father Hurley Boulevard / Waters Landing Drive – this signalized intersection has ADA-compliant curb cuts and striped crosswalks across all four legs of the intersection. Pushbutton-enabled pedestrian countdown signals are provided across all four legs.
- Crystal Rock Drive / Father Hurley Boulevard – this signalized intersection has ADA-compliant curb cuts, striped crosswalks, and pushbutton pedestrian countdown signal across the north, west, and south legs of the intersection. No crossing amenities are provided along the east leg, which has a double-left turn lane and two channelized free movements.
- Crystal Rock Drive / Cloverleaf Center Drive – this unsignalized intersection has ADA-compliant curb cuts at all corners but no striped crosswalks across any approaches.
- Century Boulevard / Cloverleaf Center Drive – this unsignalized intersection has ADA-compliant curb cuts at all corners but no striped crosswalks across any approaches.
- Crystal Rock Drive / Century Boulevard – this signalized intersection has pedestrian curb cuts at all four corners of the intersection; three of these curb cuts are brick while the northeast corner has ADA-compliant curb cuts. Striped crosswalks and pushbutton pedestrian countdown signals are provided across each approach.
- Aircraft Drive / Century Boulevard – this signalized intersection has pedestrian curb cuts at all four corners of the intersection; three of these curb cuts are brick while the

northwest corner is concrete with no ADA mat. All four legs have a striped crosswalk with pushbutton pedestrian countdown signals.

Figure 5 displays bicycle and pedestrian amenities in the study area. Figure 7 displays existing bicycle and pedestrian counts at all study area intersections, which were taken along with existing vehicle counts.



Legend:

-  Existing Traffic Signal w/
Pedestrian Signal Heads
-  Striped Bike Lane
-  Striped Crosswalk

Programmed Transportation Improvements

As part of the expired preliminary plan approvals for this property, major transportation infrastructure improvements were committed to, including extending Century Boulevard under Father Hurley Boulevard to the future Dorsey Mill Road. Symmetry significantly voluntarily contributed to the cost of construction of this Century Boulevard extension, which was constructed by the Montgomery County Department of Transportation (MCDOT). MCDOT will also be constructing the extension of Dorsey Mill Road over I-270 between Century Boulevard and Observation Drive. This study, and the traffic study of an adjacent development (Black Hills) upon which this study builds, assumes the construction of this facility to allow for direct access to the subject property to and from the north and east.

An intersection improvement that is a condition of approval of the Black Hills (formerly Crystal Rock) mixed-use development was also included in this study. As noted in a later section of this report, the traffic from the Black Hills development was included in this study. This improvement involves adding a second northbound right-turn lane along Crystal Rock Drive onto eastbound Father Hurley Boulevard while maintaining the existing two northbound through lanes.

As part of the proposed development of Symmetry at Cloverleaf, future required improvements are identified at the intersection of Crystal Rock Drive and Kinster Drive/Waters Landing Drive. Figure 3 highlights the future lane configurations with the intersection improvements in place.

DESCRIPTION OF THE PROPOSED DEVELOPMENT

The Symmetry at Cloverleaf property is located along the north side of Father Hurley Boulevard, just east of Crystal Rock Drive, to the west of I-270. The property was previously zoned I-3 and has an expired preliminary plan of subdivision approval for approximately 500,000 square feet of office space. This traffic study is being submitted as part of a request for PAPF approval for a preliminary mix of uses for the property. This mix includes 950 mid-rise apartment units, 150 townhouse residential units, 125,000 square feet of retail with a grocery store, and 625,000 square feet of office. Vehicle access to the property is shown in a conceptual manner and will be provided via connections from Kinster Drive and the Century Boulevard Extension.

TRAFFIC VOLUMES

Traffic volumes used in this study include existing traffic volumes, traffic generated by other approved and unbuilt developments in the study area, and the traffic generated by the proposed Symmetry at Cloverleaf property to obtain total future traffic volumes.

Intersections identified by MCPB transportation staff for study are as follows:

- Crystal Rock Drive and Kinster Drive/Waters Landing Drive
- Crystal Rock Drive/Century Boulevard and Dorsey Mill Road
- Crystal Rock Drive and Father Hurley Boulevard
- Father Hurley Drive and the I-270 southbound off-ramp
- Ridge Road (MD 27) and the I-270 northbound off-ramp
- Ridge Road (MD 27) and Observation Drive
- Father Hurley Boulevard and Waters Landing Drive
- Father Hurley Boulevard and Wynnfield Drive
- Father Hurley Boulevard and Wisteria Drive
- Crystal Rock Drive and Century Boulevard
- Aircraft Drive and Century Boulevard
- MD 118 and Crystal Rock Drive
- MD 118 and Aircraft Drive
- MD 118 and the I-270 southbound off-ramp
- MD 118 and the I-270 northbound off-ramp
- MD 118 and the I-270 northbound on-ramp
- MD 118 and Goldenrod Lane
- MD 118 and Middlebrook Road

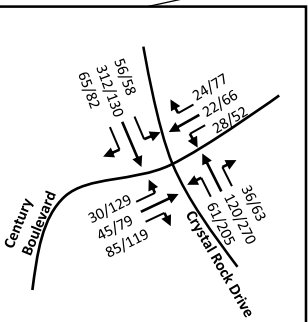
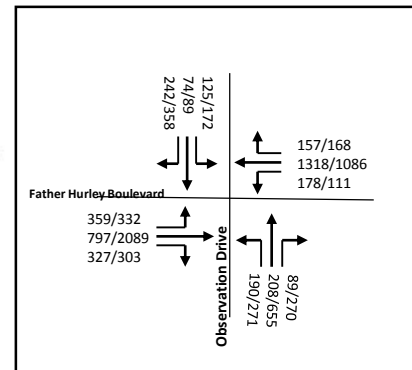
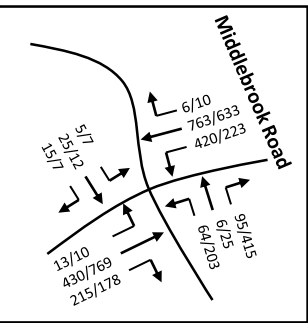
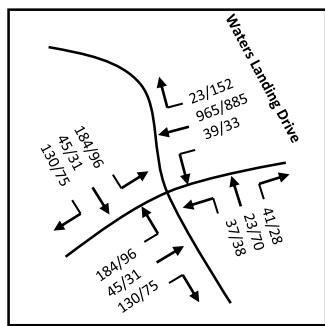
Figure 2 shows the study area intersections and the lane designations used for the existing conditions. The following sections describe the traffic volumes used in this study.

Existing Traffic Volumes

As directed in the Scoping Intake Form for this traffic study, existing traffic counts for all but one of the study area intersections are derived from the Existing Traffic Volumes for the Black Hills LATR and TPAR Traffic Study, dated April 20th, 2015. Those traffic counts were conducted by

The Traffic Group, Inc., during the hours of 6:30 – 9:30 AM and 4:00 – 7:00 PM on a typical weekday in September, October, and November 2014. Pedestrian and bicycle data were also collected at the time of the turning movement counts. These counts were utilized by this traffic study for all intersections with the exception of Crystal Rock Drive and Kinster Drive/Waters Landing Drive, which was not included in the Black Hills study. Counts at that intersection were taken from a previous study for the Symmetry at Cloverleaf development (formerly known as Century Park), dated November 6, 2014. Those counts, including bicycle and pedestrian counts were taken on Wednesday, May 7th, 2014. Use of these counts was approved by M-NCPPC transportation staff.

The existing AM and PM peak hour traffic volumes at the study intersections are shown on Figure 6. The existing peak hour pedestrian and bicycle counts are shown on Figure 7. The appendix of this report also contains the raw traffic counts.



Legend

- - Roadway AM / PM Volume
- (blue) - Ramp AM / PM Volume





Legend
 ↔ - Pedestrian AM / PM Crossings

Background Traffic Volumes

Background traffic volumes represent future traffic that would travel through the area intersections excluding the future traffic that would be generated from the Symmetry at Cloverleaf property. In the background condition it is assumed that the extension of Century Boulevard to its future connection with Dorsey Mill Road has been built, and that the connection of Dorsey Mill Road across I-270 to Observation Drive has been built. A list of approved and unbuilt developments was received from MCPB transportation staff. These include all background developments from the Black Hills traffic study, as well as the Black Hills site itself. The locations of these developments are shown schematically on Figure 8. Peak-hour trips generated by these developments were obtained from the Black Hills traffic study. These trips were generated using the LATR guidelines established by the MCPB or established ITE rates. MCPB staff directed changes to be made to the uses and development levels at two background sites from the Black Hills traffic study – Milestone Industrial and Chestnut Ridge. The trip generation for these two sites has been updated for this traffic study, including the assignment of these trips to the local area according to the same proportions as set forth in the Black Hills study.

The trips for specific developments were assigned to the roadways based on the locations of the developments in the study area and were obtained from the Black Hills traffic study. Where alternate travel paths are available, specific development trips were assigned to such an alternate path. This is consistent with drivers who would choose a route that would experience less congestion. The peak hour assignments of these trips in this study are shown on Figure 9. Background traffic volumes were calculated by adding the trips generated by approved and unbuilt developments to existing traffic volumes. The resulting background traffic volumes are shown on Figure 10. Peak hour assignments for each of the approved and unbuilt developments are provided in the Appendix.

The resulting AM and PM peak hour trip calculations for background developments are shown in Table 1.

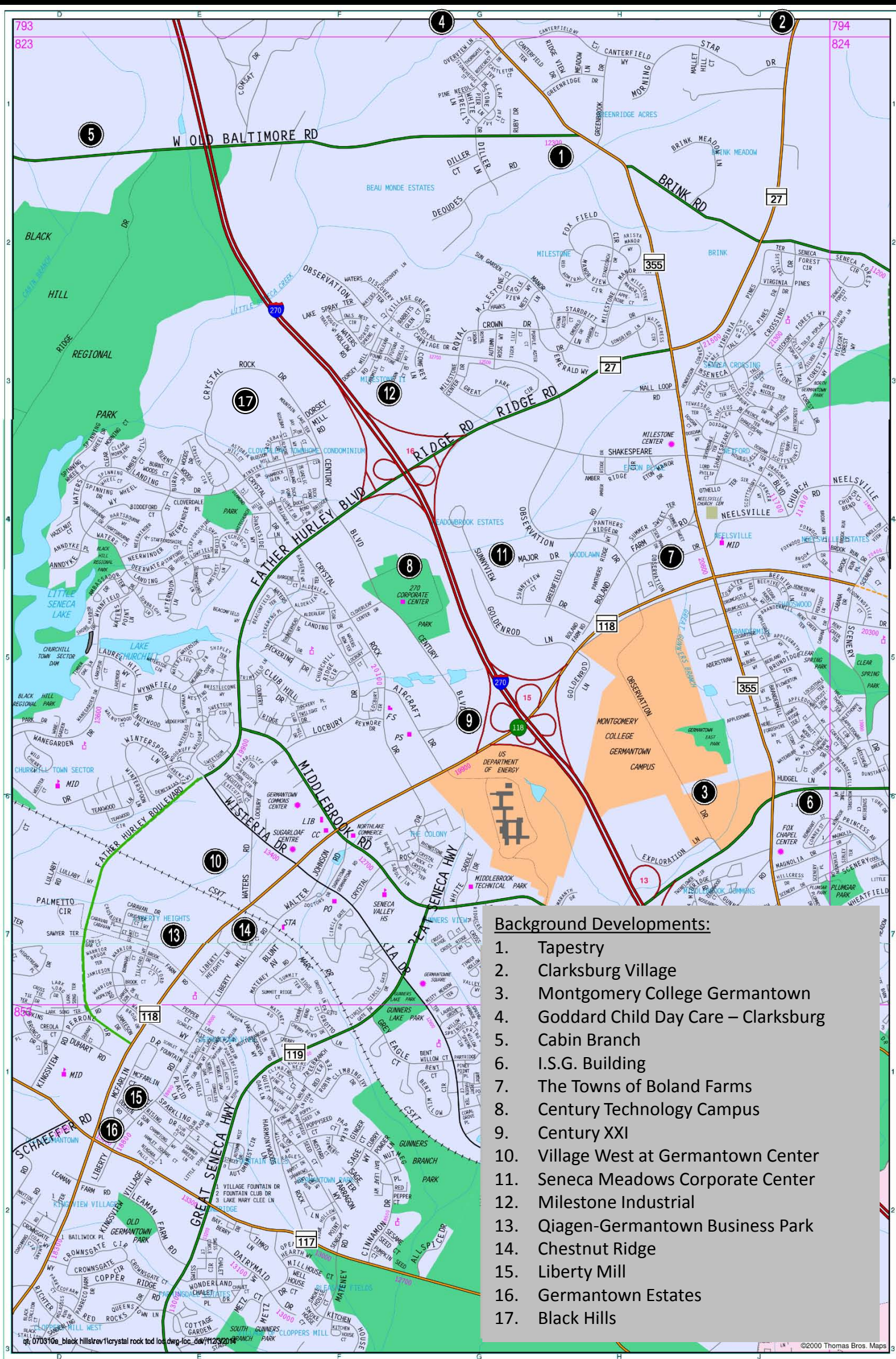
Table 1. Background Trip Generation									
Development	Land Use Code	Description	Intensity	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
1. Tapestry (120050950)	LATR	Single-Family Units (< 75 Units)	66 Units	63	16	47	73	47	26
	Total Site Trips			63	16	47	73	47	26
2. Clarksburg Village (120010300)	LATR	Single-Family Units (≥ 75 Units)	450 Units	304	76	228	390	250	140
	LATR	Garden/Mid Rise Apts (<10 stories, < 75 units)	168 Units	74	15	59	81	53	28
	LATR	Retail, No Major Food Chain (< 50 KSF)	6,000 SF	11	6	5	42	22	20
			<u>Pass-By Trips</u>	<u>-6</u>	<u>-3</u>	<u>-3</u>	<u>-27</u>	<u>-14</u>	<u>-13</u>
			New Trips	5	3	2	15	8	7
Total Site Trips			383	94	289	486	311	175	
3. Montgomery College Germantown (120110380)	LATR	General Office (≥ 25 KSF)	80,000 SF	128	111	17	135	23	112
	Total Site Trips			128	111	17	135	23	112
4. Goddard Child Day Care - Clarksburg (120110020)	ITE 565	Day Care Center	283 Students	130	69	61	232	109	123
			<u>Pass-By Trips</u>	<u>-88</u>	<u>-47</u>	<u>-41</u>	<u>-170</u>	<u>-80</u>	<u>-90</u>
			New Trips	42	22	20	62	29	33
Total Site Trips			42	22	20	62	29	33	

Table 1. Background Trip Generation (Continued)

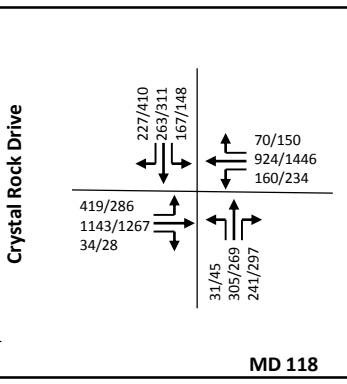
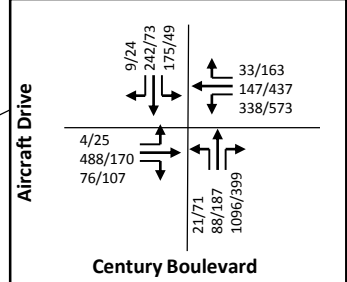
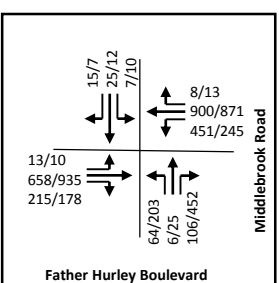
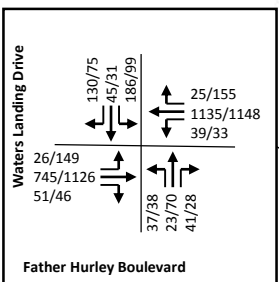
Development	Land Use Code	Description	Intensity	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
5. Cabin Branch (120031100C and DPA No. 13-02)	LATR	Single-Family Units (≥ 75 Units)	938 Units	607	152	455	790	506	284
	LATR	Townhouse / Single-Family Attached Units (≥ 100 Units)	581 Units	303	52	251	314	210	104
	LATR	Garden/Mid Rise Apts (<10 stories, ≥ 75 units)	367 Units	150	30	120	173	114	59
			<i>Residential Subtotal</i>	<i>1,060</i>	<i>234</i>	<i>826</i>	<i>1,277</i>	<i>830</i>	<i>447</i>
			<u>Internal Capture to Retail (15%)</u>	<u>-61</u>	<u>-20</u>	<u>-41</u>	<u>-145</u>	<u>-74</u>	<u>-71</u>
			<u>Internal Capture to Employment (15%)</u>	<u>-159</u>	<u>-35</u>	<u>-124</u>	<u>-178</u>	<u>-125</u>	<u>-53</u>
			New Residential Trips	840	179	661	954	631	323
	LATR	Service / Public Use, Independent Living w/ min Support Services (≥ 150 Units)	500 Units	40	14	26	55	30	25
			New Residential and S/P Trips	880	193	687	1,009	661	348
	LATR	Retail	34,000 SF	105	55	50	420	218	202
	LATR	Outlet Center	450,000 SF	302	220	82	548	258	290
			<i>Retail Subtotal</i>	<i>407</i>	<i>275</i>	<i>132</i>	<i>968</i>	<i>476</i>	<i>492</i>
			<u>Internal Capture to Residential (15%)</u>	<u>-61</u>	<u>-41</u>	<u>-20</u>	<u>-145</u>	<u>-71</u>	<u>-74</u>
			<u>Internal Capture to Employment (15%)</u>	<u>-61</u>	<u>-41</u>	<u>-20</u>	<u>-124</u>	<u>-71</u>	<u>-53</u>
			New Retail Trips	285	193	92	699	334	365
LATR	General Office (≥ 25 KSF)	622,000 SF	1,049	913	136	916	156	760	
ITE 760	Research & Development Center	1,226,500 SF	1,150	955	195	1,057	159	898	
ITE 310	Hotel Rooms	87,500 SF	64	38	26	72	37	35	
		<i>Retail Subtotal</i>	<i>2,263</i>	<i>1,906</i>	<i>357</i>	<i>2,045</i>	<i>352</i>	<i>1,693</i>	
		<u>Internal Capture to Residential (15%)</u>	<u>-159</u>	<u>-124</u>	<u>-35</u>	<u>-178</u>	<u>-53</u>	<u>-125</u>	
		<u>Internal Capture to Retail (15%)</u>	<u>-61</u>	<u>-20</u>	<u>-41</u>	<u>-124</u>	<u>-53</u>	<u>-71</u>	
		New Employment Trips	2,043	1,762	281	1,743	246	1,497	
		Total Site Trips	3,208	2,148	1,060	3,451	1,241	2,210	
6. I.S.G. Building (120100130)	LATR	Religious Building	3,800 SF	2	1	1	2	1	1
		Total Site Trips	2	1	1	2	1	1	

Table 1. Background Trip Generation (Continued)									
Development	Land Use Code	Description	Intensity	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
7. The Towns of Boland Farms (120050260)	LATR	Townhouse / Single-Family Attached Units (< 100 Units)	22 Units	11	2	9	18	12	6
	Total Site Trips			11	2	9	18	12	6
8. Century Technology Campus (120020950)	LATR	General Office (≥ 25 KSF)	168,202 SF	278	242	36	262	45	217
	Total Site Trips			278	242	36	262	45	217
9. Century XXI (120070650)	LATR	General Office (≥ 25 KSF)	235,000 SF	392	341	51	358	61	297
	Total Site Trips			392	341	51	358	61	297
10. Village West at Germantown Town Center (120110090)	LATR	Retail, No Major Food Chain (< 50 KSF)	14,425 SF	26	14	12	103	54	49
		<u>Pass-By Trips</u>		<u>-15</u>	<u>-8</u>	<u>-7</u>	<u>-67</u>	<u>-35</u>	<u>-32</u>
		New Trips		11	6	5	36	19	17
	Total Site Trips			11	6	5	36	19	17
11. Seneca Meadows Corporate Center (119980040)	LATR	General Office (≥ 25 KSF)	143,356 SF	236	205	31	226	38	188
	LATR	Shopping Center	168,400 SF	375	195	180	1,498	779	719
		<u>Pass-By Trips</u>		<u>-120</u>	<u>-62</u>	<u>-58</u>	<u>-509</u>	<u>265</u>	<u>244</u>
		New Trips		255	133	122	989	514	475
Total Site Trips			491	338	153	1,215	552	663	
12. Milestone Industrial (119872710)	LATR	Garden/Mid Rise Apts (<10 stories, ≥ 75 units)	485 Units	197	39	158	229	151	78
	LATR	Retail, No Major Food Chain (< 50 KSF)	28,250 SF	53	28	25	212	110	102
	Total Site Trips			250	67	183	441	261	180
13. Qiagen-Germantown Business Park (119811420)	LATR	General Office (≥ 25 KSF)	58,500 SF	91	79	12	104	18	86
	Total Site Trips			91	79	12	104	18	86

Table 1. Background Trip Generation (Continued)									
Development	Land Use Code	Description	Intensity	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
14. Chestnut Ridge (119960660)	LATR	General Office (< 25 KSF)	4,980 SF	7	6	1	11	2	9
	ITE 934	Fast Food w/ Drive Through	5,000 SF	227	120	107	163	86	77
		Pass-By Trips		111	59	52	82	43	39
		New Trips		116	61	55	81	43	38
	Total Site Trips			123	67	56	92	45	47
15. Liberty Mill (120040520)	LATR	Single-Family Units (< 75 Units)	3 Units	3	1	2	3	2	1
	Total Site Trips			3	1	2	3	2	1
16. Germantown Estates (120060970)	LATR	General Office (< 25 KSF)	15,600 SF	22	19	3	35	6	29
	Total Site Trips			22	19	3	35	6	29
17. Black Hills	LATR	General Office (≥ 25 KSF)	1,097,800 SF	1,858	1,616	242	1,601	272	1,329
	LATR	Neighborhood Retail - No external trips, service site only.	91,400 SF	0	0	0	0	0	0
	ITE 310	Hotel Rooms	350 Rooms	196	120	76	207	110	97
	LATR	Assisted Living Facilities	102 Beds	3	2	1	6	3	3
	LATR	Garden/Mid Rise Apts (<10 stories, ≥ 75 units)	440 Units	179	36	143	208	137	71
	LATR	Garden/Mid Rise Apts (<10 stories, ≥ 75 units)	647 Units	262	52	210	305	201	104
	Total Site Trips			2,498	1826	672	2327	723	1604
Total Background Trips from All Developments				7,996	5,380	2,616	9,100	3,804	5,296







Legend

→ - Roadway AM / PM Volume



Site-Generated Traffic Volumes

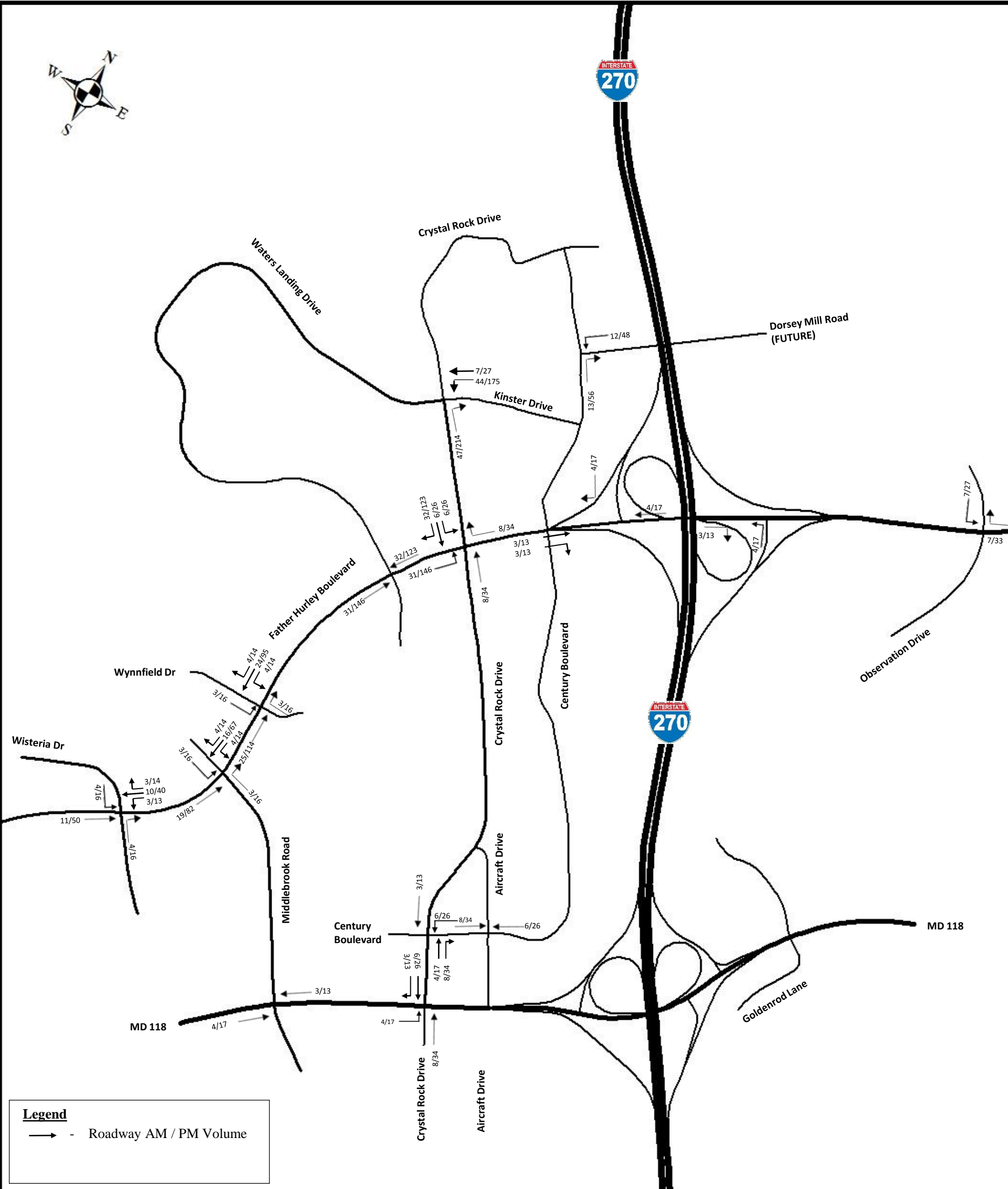
Traffic generated by the build out of the preliminary mix of uses for Symmetry at Cloverleaf was calculated according to the LATR and TPAR Guidelines established by the Montgomery County Planning Board (MCPB). In order to reflect the mixed-use nature of Symmetry at Cloverleaf, internal capture factors contained in the NCHRP Report 684, *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments*, were utilized for residential, retail, and office trips. In addition, a pass-by factor of 34 percent was applied to the retail trips based upon the ITE Trip Generation Handbook factors for this amount of retail. The resulting AM and PM peak hour trip calculations for the Symmetry at Cloverleaf site are shown in Table 2. Calculations for internal capture at the site can be found in the Appendix.

The external office and retail trips generated by the proposed Symmetry at Cloverleaf development were assigned to the area roadway system using distributions based upon the distributions of the adjacent Black Hills mixed-use site derived from the April 2015 traffic study. The retail distribution of trips was based on the distribution of residential density within 5 miles surrounding the property, with adjustments resulting from the presence of competing retail centers. This retail distribution is based upon the retail distribution from the previous (November 2014) traffic study for this site, with adjustments made to account for an expanded study area. It should be noted that the retail distribution of traffic conservatively assumes that 50 percent of retail trips originate or terminate in residential developments within the study area, rather than locations external to the study area. The distribution of retail pass-by trips was calculated assuming that trips would be diverted from Father Hurley Boulevard/Ridge Road (MD 27) and is based upon the existing peak-hour eastbound and westbound through movement counts on Father Hurley Boulevard at Crystal Rock Drive.

The approximate distributions of office, residential, and retail site-generated trips is shown in Table 3. The assignment of primary retail trips onto the study area intersections is shown on Figure 11. The assignment of pass-by retail trips onto the study area intersections is shown on Figure 12. The assignment of residential trips onto the study area intersections is shown on Figure 13. The assignment of office trips is shown on Figure 14. The assignment of total site generated trips onto the study area intersections is shown on Figure 15.

Table 2. Site Trip Generation								
Land Use Code	Description	Intensity	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
LATR	General Retail (>50 KSF) w/ Grocery	125,000 SF	294	153	141	1176	612	564
	<i>Internal Capture w/ Residential</i>		-6	-4	-2	-208	-61	-147
	<i>Internal Capture w/ Office</i>		-75	-38	-37	-60	-49	-11
	External Retail Trips		213	111	102	908	502	406
	<i>Pass-By</i>	@ 34%	-73	-38	-35	-309	171	-138
	Net External Retail Trips		140	73	67	599	331	268
LATR	General Office	625,000 SF	1055	918	137	920	156	764
	<i>Internal Capture w/ Residential</i>		-7	-7	0	-22	-7	-15
	<i>Internal Capture w/ Retail</i>		-75	-37	-38	-60	-11	-49
	External Office Trips		973	874	99	838	138	700
LATR	Mid-Rise Apartments (>75 units)	950 DU	383	77	306	448	296	152
LATR	Townhouses (>100 units)	150 DU	75	13	62	107	72	35
	Combined Residential Trips		458	90	368	555	368	187
	<i>Internal Capture w/ Retail</i>		-6	-2	-4	-208	147	-61
	<i>Internal Capture w/ Office</i>		-7	0	-7	-22	-15	-7
	External Residential Trips		445	88	357	325	206	119
Total Site-Generated Trips			1558	1035	523	1762	675	1087
Total Site-Generated Trips (including pass-by)			1631	1073	558	2071	846	1225

Table 3. Distribution of Site-Generated Trips			
To/From	Office	Residential	Retail*
I-270 North of Germantown	18%	2%	5%
<i>via Crystal Rock - Father Hurley - I-270 Interchange</i>	18%	2%	5%
I-270 South of Germantown	20%	35%	5%
<i>via Crystal Rock - Father Hurley - I-270 Interchange</i>	15%	20%	5%
<i>via Century - Aircraft - MD 118 - I-270 Interchange</i>	5%	15%	0%
Local Roads East of Germantown	30%	31%	10%
<i>via Dorsey Mill Rd - Observation Dr - Father Hurley to East</i>	10%	6%	10%
<i>via Century Blvd - Aircraft Dr - MD 118 to East</i>	20%	25%	0%
Local Roads South of Germantown	10%	15%	10%
<i>via Century Blvd - Crystal Rock Dr to South</i>	5%	10%	5%
<i>via Crystal Rock Dr to South</i>	5%	5%	5%
Local Roads West of Germantown	22%	17%	20%
<i>Via Crystal Rock - Father Hurley to West</i>	11%	8.5%	15%
<i>via Century - Crystal Rock - MD 118</i>	11%	8.5%	5%
Local Roads within Study Area	0%	0%	50%
<i>via Waters Landing to West (residential developments)</i>			10%
<i>via Crystal Rock - Father Hurley -Wynfield Drive to North (residential developments)</i>			5%
<i>via Crystal Rock - Father Hurley -Country Ridge Dr to South (residential developments)</i>			5%
<i>via Crystal Rock - Father Hurley - Middlebrook Rd to North (residential developments)</i>			5%
<i>via Crystal Rock - Father Hurley - Middlebrook Rd to South (residential developments)</i>			5%
<i>via Crystal Rock - Father Hurley - Wisteria Dr to North (residential developments)</i>			5%
<i>via Crystal Rock - Father Hurley - Wisteria Dr to South (residential developments)</i>			5%
<i>via Crystal Rock (to Cloverleaf Center to Waters Landing to residential developments)</i>			5%
<i>via Dorsey Mill Rd - Observation Dr (residential developments)</i>			5%
Total	100%	100%	100%









Total Future Traffic Volumes

Total future traffic volumes represent future traffic volumes with the full build out of the preliminary mix of uses for the Symmetry at Cloverleaf site in place. These volumes were calculated by adding the site generated peak hour trips, shown on Figure 15, to the background traffic volumes, shown on Figure 10. The resulting total future traffic volumes at the study intersections are shown on Figure 16.



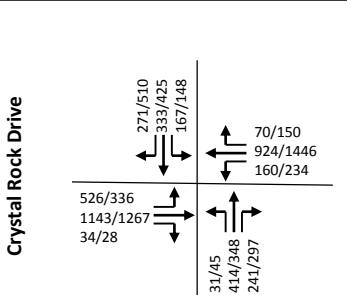
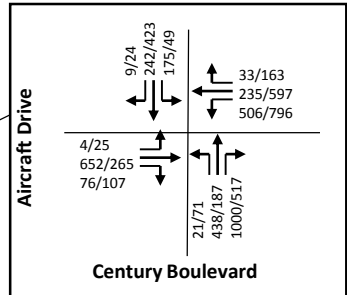
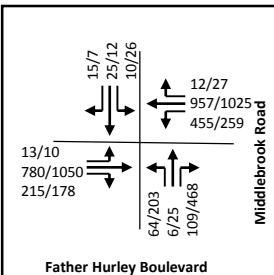
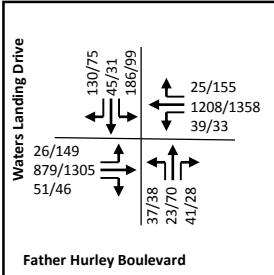
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MD 118



Legend
 → - Roadway AM / PM Volume



ASSESSMENT OF TRAFFIC CONDITIONS

The following is a discussion of the assessment of traffic conditions.

Intersection Capacity Analyses

Intersection capacity analyses were conducted for existing, background, and total future traffic volumes. The capacity analyses were conducted utilizing the critical lane volume (CLV) method as called for in the LATR and TPAR Guidelines. The existing conditions analyses were based on existing lane designations at the study intersections.

The following were assumed to be completed for background and total future conditions:

- The extension of Century Boulevard under Father Hurley Boulevard
- The connection of Dorsey Mill Road between Century Boulevard and Observation Drive
- The addition of a second northbound right turn lane along Crystal Rock Drive onto eastbound Father Hurley Boulevard while maintaining the existing two northbound through lanes
- The installation of a second southbound left turn lane along Observation Drive at Ridge Road

Also included in the analysis of total future traffic volumes are the following intersection improvements:

- The installation of a second eastbound left turn lane along Father Hurley Boulevard at Crystal Rock Drive.
- Additional travel lanes and signalization at Crystal Rock Drive and Kinster Drive/Waters Landing Drive.

It is possible that the costs of these improvements may be ultimately shared by others.

The results of the capacity analyses are summarized in Table 4. The critical lane volume congestion standard for the Germantown West Policy Area is 1,425, with the exception of the following intersections, which are located in the Germantown Town Center Policy Area and have a congestion standard of 1,600:

- Century Boulevard and Crystal Rock Drive
- Century Boulevard and Aircraft Drive
- MD 118 and Crystal Rock Drive
- MD 118 and Aircraft Drive
- MD 118 and Middlebrook Road

Table 4. Intersection Capacity Analysis Results							
Intersection	CLV Standard	Existing Traffic Volumes		Background Traffic Volumes		Total Future Traffic Volumes	
		AM	PM	AM	PM	AM	PM
Crystal Rock Drive and Kinster Drive / Waters Landing Drive ¹	1425	297	249	1098	1297	1859*	1962*
						1010	1164
Crystal Rock Drive and Dorsey Mill Road	1425	-	-	1067	1004	1307	1190
Crystal Rock Drive and Father Hurley Boulevard ²	1425	758	729	1227	1203	1454*	1576*
						1291	1388
Father Hurley Boulevard and I-270 SB Ramp	1425	583	593	763	874	811	895
Ridge Road (MD-27) and I-270 NB Ramp	1425	635	719	875	864	934	825
Waters Landing Drive and Father Hurley Boulevard	1425	798	893	891	1037	929	1148
Wynnfield Drive/Trimfield Lane and Father Hurley Boulevard	1425	771	756	861	896	904	1032
Middlebrook Road and Father Hurley Boulevard	1425	871	954	1025	1067	1096	1158
Wisteria Drive and Father Hurley Boulevard	1425	812	761	932	850	995	926
Crystal Rock Drive and Century Boulevard	1600	419	589	718	1014	920	1220
Aircraft Drive and Century Boulevard	1600	351	384	1220	978	1561	1233
Crystal Rock Drive and MD-118	1600	832	1043	1321	1444	1523	1597
Aircraft Drive and MD-118	1600	815	1005	1305	1472	1559	1590
I-270 SB and MD-118	1425	711	977	1200	1244	1334	1307
I-270 NB Off-ramps and MD-118	1425	603	632	813	1039	853	1102
I-270 NB On-ramp and MD-118	1425	645	962	987	1257	1092	1299
Goldenrod Land and MD-118	1425	642	890	1028	1313	1101	1343
Middlebrook Road and MD-118	1600	875	1120	992	1338	1008	1375
Ridge Road (MD-27) and Observation Drive ³	1425	1001	1087	1141	1293	1159	1358

1. Assumes that intersection improvements at Crystal Rock Drive and Kinster Drive / Waters Landing Drive are made for Total Future Traffic. CLVs marked with an asterisk (*) are CLVs without the improvement.
2. Analysis at Crystal Rock Drive and Father Hurley Boulevard under background conditions assumes improvements to be made by Black Hills. Analysis under total future traffic volumes assumes improvement to be made as part of Symmetry at Cloverleaf development. CLVs marked with an asterisk (*) are CLVs without the Symmetry at Cloverleaf improvement.
3. Assumes that intersection improvements at Ridge Road and Observation Drive are made for Background and Total Future Traffic.

The capacity analysis results show that under existing and background traffic volume conditions, all intersections operate within the congestion standard.

Under total future traffic volume conditions, moderate increases in CLV figures would result. The traffic generated by the build out of the preliminary mix of uses for the Symmetry at Cloverleaf property will result in all intersections operating within the congestion standard.

The site driveways will operate in a safe and efficient manner.

Highway Capacity Manual Analysis

In addition to the traditional Critical Lane Volume (CLV) analysis, the more robust Highway Capacity Manual (HCM) analysis must be performed at intersections forecasted to operate at or above a CLV of 1,600 or greater in accordance with the updated 2013 LATR and TPAR Guidelines. As shown in Table 4, the intersection of Crystal Rock Drive and Waters Landing Drive / Kinster Drive operates above a CLV of 1,600 in both the AM and PM peak hours under total future conditions in the absence of any improvements being made to the intersection. This intersection was analyzed for both the AM and PM peak hours using the HCM method for total future conditions without the proposed intersection improvements and with the proposed intersection improvements.

The capacity analyses were conducted using the Synchro 8 software package, which utilizes methodologies from the *Highway Capacity Manual, 2000 Edition*, for signalized and unsignalized intersections. The analysis of the intersection without the proposed improvements was based on the existing lane designations (shown in Figure 2) and utilized the methodology for unsignalized intersections, as the intersection currently features two-way stop control for the eastbound and westbound approaches. The analysis of the intersection with the proposed improvements is based on the proposed lane designations (shown in Figure 3) and utilized the methodology for signalized intersections. Traffic signal timings were developed using traffic engineering best practices. The following assumptions were made for the traffic signal timings:

- Eastbound and westbound movements are split-phased, consistent with the CLV analysis.
- Right turns on red are allowed for all approaches.

- Yellow times are 3.5 seconds for all movements and all-red times are 2.5 seconds for all movements, based on traffic engineering experience for nearby analyses in Montgomery County.
- The northbound left-turn movement, which is shared with a through movement, is given a protected phase ahead of the southbound through movement due to high turning movements in the PM peak hour.

The operating conditions are described by volume-to-capacity (V/C) ratios. The LATR and TPAR Guidelines contain equivalencies between CLV measurements and V/C ratios. The CLV figure of 1,600 equals a V/C ratio of 1.0. The results of the capacity analysis are displayed in Table 5. The Synchro output sheets are contained in the Appendix.

Table 5. Summary of HCM Analysis Results Peak Hour V/C Ratios				
Traffic Movement	V/C Ratios with No Improvements		V/C Ratios with Improvements	
	AM	PM	AM	PM
EBL	0.00	0.02	0.05	0.28
EBT	0.47	1.14	0.05	0.28
EBR	0.47	1.14	0.54	0.37
WBL	8.45	118.04	0.57	0.92
WBT	8.45	118.04	0.56	0.93
WBR	8.45	118.04	0.56	0.93
NBL	0.05	0.24	0.55	0.94
NBT	0.89	0.46	0.55	0.94
NBR	0.89	0.46	0.80	0.60
SBL	0.00	0.00	0.00	0.00
SBT	0.00	0.00	0.43	0.93
SBR	0.00	0.00	0.43	0.93

These figures show that with no improvements, several traffic movements will operate at V/C ratios greater than 1.00. With the proposed intersection improvements and with signalization, all total future traffic movements will operate at a V/C ratio of less than 1.0. These results show that the LATR requirement as expressed as V/C ratios is satisfied.

Pedestrian Impact

Due to the fact that this is a PAPF approval, no pedestrian impact analysis is needed. A detailed description of existing bicycle and pedestrian facilities is contained in a previous section of this report.

Transportation Policy Area Review (TPAR) Analysis

The recently adopted Transportation Policy Area Review (TPAR) assesses the transit and roadway adequacy of the policy area in which development is proposed. These adequacy standards are used to determine any payment required for mitigation of the development's impact on the surrounding network intersections. The proposed Symmetry at Cloverleaf development is located in the Germantown West suburban policy area. This policy area is adequate for the roadway test but is inadequate under the transit test. As a result, TPAR compliance is necessary, and a payment of an additional 25 percent of the Impact Tax amount would need to be made based upon current TPAR regulations.

CONCLUSIONS

Based on the results of this analysis, the preliminary mix of uses for Symmetry at Cloverleaf will result in moderate increases in CLV figures. The traffic generated by this mix of uses will be accommodated on the surrounding area roadways. Area intersections will operate within the congestion standard for this policy area.

Improvements included in this study are:

1. The extension of Century Boulevard to its future connection with Dorsey Mill Road which was recently constructed by MCDOT with significant monetary contributions from Symmetry.
2. The connection of Dorsey Mill Road from Observation Drive across I-270 to Crystal Rock Drive/Century Boulevard to be constructed by MCDOT.
3. Improvements at the Crystal Rock Drive and Father Hurley Boulevard intersection to be implemented as part of the Black Hills mixed-use development and as part of the Symmetry at Cloverleaf development. As part of the Black Hills development, the northbound Crystal Rock Drive approach will be widened to provide a second right turn lane onto Crystal Rock Drive while maintaining the two northbound through lanes. As part of the Symmetry at Cloverleaf development, a second eastbound left turn lane will be provided along Father Hurley Boulevard.
4. Striping of a second southbound left turn lane on Observation Drive at its intersection with Ridge Road. This also will be implemented as part of the Black Hills mixed-use development.
5. Intersection improvements at Crystal Rock Drive and Kinster Drive/Waters Landing Drive are included in the Total Future Traffic analysis. This is included as part of the Symmetry at Cloverleaf development.

Improvements that are to be implemented as part of the Symmetry at Cloverleaf development are based on the assumption that development levels assumed in this study are built out in a single phase. An application for lower level of development could result in lesser improvements than identified in this study.

As required by LATR Guidelines, capacity analyses were performed using the Highway Capacity Manual (HCM) method at the intersection of Crystal Rock Drive and Kinster Drive / Waters

Landing Drive during the AM and PM peak hour. The results of the HCM analysis are similar to the CLV analysis results. The proposed improvements at this intersection result in no peak-hour movements having a V/C ratio of greater than 1.00. As a result, based on both the CLV and HCM analyses, the LATR requirements of the Adequate Public Facilities Ordinance are satisfied.



DEPARTMENT OF TRANSPORTATION

Isiah Leggett
County Executive

Al R. Roshdieh
Acting Director

November 18, 2015

Mr. Michael Garcia, Transportation Coordinator
Area 3 Planning Division
The Maryland-National Capital
Park & Planning Commission
8787 Georgia Avenue
Silver Spring, Maryland 20910-3760

RE: Provisional APF
Symmetry at Cloverleaf
Traffic Impact Study Review

Mike:
Dear Mr. Garcia:

We have completed our review of the Local Area Transportation Review and Transportation Policy Area Review (TIS) dated August 17, 2015, and prepared by Mr. Edward Papazian of Kimley-Horn & Associates, Inc. Total concept development evaluated by the analysis includes:

- 625,000 SF proposed office space
- 125,000 SF retail
- 950 Multi-family residential units
- 150 urban and stacked townhomes

We offer the following comments:

Local Area Transportation Review (LATR)

1. Since the turning movement counts are now over a year old, we recommend the applicant be required to submit an updated TIS (with new counts) at the preliminary plan stage.
2. The roadway classifications for each of the streets listed on pages 4 through 6 of the TIS should reflect the designations in Chapter 49 of the County Code and accurately reflect the roadway classifications in the October 2009 Approved and Adopted Germantown Forward Sector Plan. For instance, Crystal Rock Drive is classified as arterial road "A-22" and Kinster Drive is classified as minor arterial "MA-299" – they are not "minor road[s] (neighborhood road or city street)".

Office of the Director

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3. Page 16 of the report indicates “. . . *It should be noted that the applicant for the Black Hills project included the Century Boulevard extension in their traffic study without being required to participate in this improvement provided by Century. This courtesy was granted by Symmetry. Accordingly, this traffic study includes the improvement to the Father Hurley Boulevard and Crystal Rock Drive intersection, with the understanding that Symmetry will not be required to participate in this improvement.*”

We do not agree with those statements. It should be noted the extension of Century Boulevard was constructed under a joint public/private participation project (“Subdivision Roads Participation”, CIP Project No. 508000). Although the developer of the Symmetry site was significantly involved in constructing that extension, it was not completed at the applicant’s sole expense.

The “Intersection Capacity Analysis Results” table on page 41 of the TIS indicates the Symmetry development will be adding traffic to this intersection. We defer to the Planning Board to determine what, if any, level of participation is needed in this improvement by this applicant.

4. Page 16 of the report indicates “. . . *a condition of approval for the Black Hills development is the restriping of a northbound through lane along Crystal Rock Drive to create a second northbound right-turn lane onto eastbound Father Hurley Boulevard. We have determined that this improvement is not needed as the existing single northbound right-turn lane operates as a free-flow right-turn movement. As a result, on the northbound approach, this study maintains the existing two through lanes and has the single right-turn lane operating as a free-flow right turn movement.*”

Does Planning Department staff agree with that conclusion? It is not consistent with the recommendations in our January 7, 2013 review comments letter for the TIS for the original Black Hills preliminary plan.

5. With the exception of the Crystal Rock Drive and Kinster Drive/Waters Landing Drive intersection, the CLV values at the intersections studied are less than the applicable congestion standards under total improved traffic conditions. However, the proposed improvements at this intersection will reduce the CLV values below the congestion standards. Therefore, we accept the applicant’s conclusions.

The text of the report should clearly describe the improvements that the applicant is proposing to remedy the CLV and HCM conclusions. Figure 3 of the report indicates the construction of additional turn lanes on northbound and southbound Crystal Rock Drive, as well as an additional westbound left turn lane on Kinster Drive. At the preliminary plan stage, we will need the consultant to submit concept plans for the proposed improvements to verify the adequacy of (or need for additional) right-of-way and/or easements to implement the proposed widenings.

We note that, under Total Future Traffic Volume conditions, the PM CLV for the Ridge Road (MD 27)/Father Hurley Boulevard northbound ramp decreases from the calculated Background Traffic volume. Is this figure correct? If so, the report should explain the reason for the decrease.

6. MCDOT will require Traffic Signal Warrant Analyses be submitted at the preliminary plan stage for the intersections of
 - o Century Boulevard/Kinster Drive /main site entrance
 - o Crystal Rock Drive/Kinster Road/Waters Landing Drive

If traffic signal(s) are determined to be warranted, construction of same shall be at the applicant's cost.

Pedestrian and Bicycle Impact Statement (PBIS) and Transit

1. We recommend that the consultant analyze the pedestrian, bicycle and transit impacts at and near the site access at the Century Boulevard and Kinster Drive intersection.
2. With the exception of bike lanes along Crystal Rock Drive north of Father Hurley Boulevard, the list of existing bicycle and pedestrian facilities on pages 13 and 14 does not identify any existing bicycle amenities. Is that correct? (This conclusion seems inconsistent with the map on page 32 of the Sector Plan.)

Transportation Policy Area Review (TPAR)

1. The Transportation Policy Area Review test under the Subdivision Staging Policy must be satisfied by paying the "transportation impact tax" that equals 25% of the development impact tax for a site located in the Germantown Town Center and Germantown West Policy Areas.

SUMMARY

1. We recommend an updated TIS, with new turning movement counts, be submitted at the preliminary plan stage.
2. We recommend this report be updated to correctly reflect the classifications of nearby roadways per the 2009 Germantown Forward Sector Plan.
3. We defer to the Planning Board to determine what, if any, level of participation by this applicant is needed in the construction of the second eastbound left turn storage lane at the intersection of Father Hurley Boulevard and Crystal Rock Drive.

Mr. Michael Garcia
Symmetry at Cloverleaf
November 18, 2015
Page 4

4. The findings of the LATR have been accepted, and we conceptually support approval of the applicant's proposed mitigation for the Crystal Rock Drive and Kinster Drive/Waters Landing Drive intersection. At the preliminary plan stage, we will need the consultant to submit concept plans for the proposed improvements to verify the adequacy of (or need for additional) right-of-way and/or easements at that intersection.
5. Traffic signal warrant analyses will be required at the preliminary plan stage for the intersections of Century Boulevard/Kinster Drive/main site entrance and Crystal Rock Drive/Kinster Drive/Waters Landing Drive.
6. We recommend that the consultant analyze the pedestrian, bicycle and transit impacts at and near the site access (at the Century Boulevard and Kinster Drive intersection) at the preliminary plan stage.
7. The applicant will need to pay a transportation impact tax equal to 25% of the development impact tax.

Thank you for the opportunity to review this report. If you have any questions or comments regarding this letter, please contact Mr. Billy Whelan, our Development Review Engineer for this project, at william.whelan@montgomerycountymd.gov or (240) 777-2173.

Sincerely,



Gregory M. Leck, Manager
Development Review Team
Office of Transportation Policy

m:\correspondence\fy16\traffic\active\Symmetry at Cloverleaf APF tis review ltr.docx

cc: Edward Papazian Kimley-Horn & Associates, Inc.
Nicole Totah Symmetry at Cloverleaf, LLC
Preliminary Plan folder
Preliminary Plan letters notebook

cc-e: Fred Lees; MCDOT DTEO
Khursheed Bilgrami; MCDOT DTEO
Bruce Mangum; MCDOT DTEO
Mark Terry; MCDOT DTEO
Billy Whelan; MCDOT DTEO



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

Pete K. Rahn, *Secretary*
Gregory C. Johnson, P.E., *Administrator*

October 20, 2015

RE: Montgomery County
I-270
Mile Point: 15.87
Symmetry at Cloverleaf
SHA Tracking No. 15APMO033XX

Mr. Edward Papazian
Kimley-Horn Associates
11400 Commerce Park Drive, Suite 400
Reston, Virginia 20191

Dear Mr. Papazian:

Thank you for the opportunity to review the Traffic Impact Study (TIS) prepared by Kimley-Horn Associates, dated August 17, 2015 (received on August 21, 2015), for the Symmetry at Cloverleaf in Montgomery County, Maryland. The State Highway Administration (SHA) review is complete and we are pleased to respond.

- Proposed access to the mixed-use development is via one (1) full movement and two (2) right-in right-out site access points on Century Boulevard and Dorsey Mill Road, leading to I-270.
- The following intersections were analyzed under existing, background and future conditions:
 - Crystal Rock Drive and Kinster Drive/Waters Landing Drive
 - Crystal Rock Drive/Century Boulevard and Dorsey Mill Road
 - Crystal Rock Drive and Father Hurley Boulevard
 - Father Hurley Drive and the I-270 southbound off-ramp
 - Ridge Road (MD 27) and the I-270 northbound off-ramp
 - Ridge Road (MD 27) and Observation Drive
 - Father Hurley Boulevard and Waters Landing Drive
 - Father Hurley Boulevard and Wynnfield Drive
 - Middlebrook Road and Father Hurley Boulevard
 - Father Hurley Boulevard and Wisteria Drive
 - Crystal Rock Drive and Century Boulevard
 - Aircraft Drive and Century Boulevard
 - MD 118 and Crystal Rock Drive
 - MD 118 and Aircraft Drive
 - MD 118 and the I-270 southbound off-ramp
 - MD 118 and the I-270 northbound off-ramp
 - MD 118 and the I-270 northbound on-ramp
 - MD 118 and Goldenrod Lane
 - MD 118 and Middlebrook Road
- The report concludes that the study intersections will continue to operate at acceptable levels of service under future conditions.

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

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

Traffic Development and Support Division (TDSD) Comments:

1. Some of the above intersections are within the Germantown West policy area with CLV threshold of 1,425 and others are within the Germantown town center with congestion standard of 1,600 CLV. Crystal Rock Drive and Kinster Drive/Waters Landing Drive is within Germantown West policy area; the intersection CLV exceeds the congestion standard and the Consultant is proposing mitigation measures including signalization of the intersection. *However, a signal warrant analysis was not included in this report.*
2. Referring to page 16 of the report: mitigation measure proposed for the intersection of Crystal Rock Drive and Father Hurley Blvd by the Black Hills project was restriping of one NB through lane along Crystal Rock Drive to create a **second NB right-turn** lane onto EB Father Hurley Blvd and not constructing a **second left-turn** lane on EB Father Hurley Blvd onto NB Crystal Rock Dr. *I suggest both applicants (Black Hills and Symmetry @ Cloverleaf) come in agreement regarding what each is expected to do, to include the feasibility of constructing the proposed mitigations presented before approval.*
3. MD 118 @ Crystal Rock Drive and MD 118 @ Aircraft Drive intersections are close to failing in the evening total traffic condition. *We recommend queuing analysis be conducted.*

If you have any questions or concerns regarding TDSD comments, please contact Obianuju Ani at oani@sha.state.md.us.

Data Services Engineering Division (DSED) Comments:

1. In Table 1 for the Background developments on Page 25, it appears that the PM trips In and Out for the Century Technology Campus and Century XXI sites are reversed. Office trips should be predominately out of the site for office developments.
2. In comparing the Background sites in Table 1 with the Background sites in the recently reviewed Century Technology Campus TIS (dated July 2015), there are significant differences in the sites included. We defer to the County on the appropriateness of the sites used in this report.
3. In Figure 9 on Page 28 and Figure 13 on Page 35 for the distribution of Background traffic and Site Residential traffic, there does not appear to be any traffic assigned to MD 118 from I-270 south of the interchange, though there appears to be traffic in the reverse direction (to I-270 south). This should be checked.
4. For Table 2 on Page 31, the calculations to develop the Internal Capture trips should be shown in the report.
5. We defer to the District 3 Traffic office and Montgomery County regarding the use of the assumption of the completion of Dorsey Mill Road from Observation Drive across I-270 to Crystal Rock Drive in the analyses of future conditions. This improvement has a significant impact to the intersections of Ridge Road/Father Hurley Boulevard with the I-270 ramps as it removes much of the site traffic from these intersections.

If you have any questions or concerns, please contact Elisa C. Mitchell at 410-545-5650 or Ms. Lisa Shemer, Assistant Division Chief, Data Services Engineering Division at 410-545-5640 and lshemer@sha.state.md.us.

District 3 Traffic Comments:

District 3 Traffic has reviewed your study and has no comments at this time.

Regional and Intermodal Planning Division (RIPD) Comments:

1. The State's fiscally constrained Draft FY 2016-2021 Consolidated Transportation Program (CTP) includes projects under construction and/or development and evaluation. The draft CTP includes no projects affecting SHA facilities analyzed in this TIS; however, the draft CTP does include the Corridor Cities Transitway (CCT) within the program of the Maryland Transit Administration (MTA). The alignment of Phase II of the CCT runs parallel to the frontage of the subject development along Century Boulevard. For additional information, contact Mr. Rick Kiegel, CCT Project Manager, at (410) 767-1380 or via email at rkiegel@mta.maryland.gov.
2. The State's fiscally unconstrained Highway Needs Inventory (HNI), the State's long-range plan, includes projects that are critical to Maryland's transportation needs. The HNI includes no projects affecting SHA facilities analyzed in this TIS; however, note that the HNI includes I-270 freeway/interchange reconstruction, including managed lanes (the roadway adjacent to the eastern edge of the subject property). If and when such improvements proceed, they may affect right-of-way.
3. The October 2009 Germantown Employment Area Sector Plan, as amended, in which this development lies, includes no projects affecting SHA facilities analyzed in this TIS.
4. Ride On (Route 83) serves the development site. All roadway improvements to SHA roadway facilities should provide for and maintain full ADA-compliant access to existing and future transit facilities. Coordinate design with Jeff Folden, SHA Innovative Contracting Assistant Chief, at 410-545-8824 or jfolden1@sha.state.md.us and Anyesha Mookherjee, SHA Traffic Assistant District Engineer, District 3, at 301-513-7404 or amookherjee@sha.state.md.us.
5. The Countywide Bikeways Functional Master Plan, as amended, includes shared use path and signed shared roadways along MD 118 (Germantown Road), a State route analyzed in this TIS. All roadway improvements to SHA roadway facilities should provide for and maintain bicycle facilities as well as full ADA-compliant pedestrian facilities. Coordinate design with Jeff Folden, SHA Innovative Contracting Assistant Chief, at 410-545-8824 or jfolden1@sha.state.md.us and Anyesha Mookherjee, SHA Traffic Assistant District Engineer, District 3, at 301-513-7404 or amookherjee@sha.state.md.us. Also note that in July 2015, M-NCPPC began work on a comprehensive update to the M-NCPPC 1978 Master Plan of Bikeways, of which the M-NCPPC March 2005 Countywide Bikeways Functional Master Plan is the most recent update.

Thank you for allowing SHA to review the Symmetry at Cloverleaf TIS. Please do not hesitate to contact Samantha Biddle, SHA Regional Planner, Montgomery County, at 410-545-5560 or sbiddle@sha.state.md.us or Meredith Hill, SHA Assistant Regional Planner, Montgomery County, at 410-545-5654 or mhill8@sha.state.md.us if you have any questions.

Please submit five (5) copies of the revised traffic impact study and a CD containing the traffic impact study, all supporting documentation, and a point-by-point response addressing the comments noted above to 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 Pranoy Choudhury at 301-513-7325, by using our toll free number in Maryland only at 1-800-876-4742 (x7325) or via email at pchoudhury@sha.state.md.us.

Sincerely,



Brian W. Young,
District Engineer, District 3, SHA

BWY/nk

cc: Mr. Westley Henderson, District 3 Traffic
Ms. Samantha Biddle, RIPD
Ms. Elisa C. Mitchell, DSED
Ms. Lisa Shemer, ADC DSED
Mr. Obianuju Ani, TDSD



Memorandum

To: Pranoy Choudhury
Maryland State Highway Administration

Copy to: Michael Garcia
M-NCPPC - Transportation

From: Edward Y. Papazian, P.E. *EYP*

Date: November 11, 2015

Subject: **Response to Comments**
Symmetry at Cloverleaf
SHA Tracking No. 15APMO033XX

This memorandum presents a response to comments dated October 20, 2015 from Maryland State Highway Administration (MD SHA) to the August 17, 2015 traffic study for the PAPF application for Symmetry at Cloverleaf.

The responses to MD SHA's comments are based on the traffic study that was submitted with the application for Provisional Adequate Public Facilities (PAPF) approval. The PAPF application is in the nature of a limited review, filed solely to establish a trip cap and corresponding infrastructure improvements for this development. The applicant would need to file a preliminary plan of subdivision for any redevelopment of the site (along with other possible discretionary approval applications), and thus it is expected that detailed analyses will be performed that would address certain of the MD SHA comments at such future time.

TDSD Comments

Comment 1: Some of the above intersections are within the Germantown West policy area with CLV threshold of 1,425 and others are within the Germantown town center with congestion standard of 1,600 CLV. Crystal Rock Drive and Kinster Drive/Waters Landing Drive is within Germantown West policy area; the intersection CLV exceeds the congestion standard and the Consultant is proposing mitigation measures including signalization of the intersection. *However, a signal warrant analysis was not included in this report.*

Response 1: The possibility of Crystal Rock Drive and Kinster Drive as a point of access for the development is merely conceptual at this time, given the limited nature of the PAPF application.

A plan for the proposed Symmetry at Cloverleaf has not been developed. As a plan is developed and specific vehicle access locations are identified, traffic signal warrant studies will be prepared where traffic signals are proposed.

Comment 2: Referring to page 16 of the report: mitigation measure proposed for the intersection of Crystal Rock Drive and Father Hurley Boulevard by the Black Hills project was restriping of one NB through lane along Crystal Rock Drive to create a second NB right-turn lane onto EB Father Hurley Blvd and not constructing a second left-turn lane on EB Father Hurley Blvd. onto NB Crystal Rock Dr. I suggest both applicants (Black Hills and Symmetry at Cloverleaf) come in agreement regarding what each is expected to do, to include the feasibility of constructing the proposed mitigations presented before approval.

Response 2: It has been agreed with M-NCPPC staff that Symmetry at Cloverleaf will provide the second eastbound left turn lane along Father Hurley Boulevard. The Black Hills mitigation measure has been modified to provide the second northbound right turn lane while maintaining the two existing through lanes along Crystal Rock Drive. This is reflected in the updated traffic study.

Comment 3: MD 118 at Crystal Rock Drive and MD 118 at Aircraft Drive intersections are close to railing in the evening total traffic condition. We recommend queuing analysis be conducted.

Response 3: The analyses that were performed are in accordance with the Planning Board's LATR and TPAR Guidelines. The queuing analyses requested by MD SHA are performed at intersections that exceed a critical lane volume (CLV) of 1600. Both of the intersections have CLV totals under 1600. As a result, queuing analyses are not required. As a more refined plan is developed, a queuing analysis will be performed if necessary.

DSED Comments

Comment 1: In Table 1 for the Background developments on Page 25, it appears that the PM trips In and Out for the Century Technology Campus and Century XXI sites are reversed. Office trips should be predominately out of the site for office developments.

Response 1: The numbers shown in Table 1 were reversed. This error is only in the table. The analyses were performed correctly. The corrected table is contained in the updated traffic study.

Comment 2: In comparing the Background sites in Table 1 with the Background sites in the recently reviewed Century Technology Campus TIS (dated July 2015), there are significant differences in the sites included. We defer to the County on the appropriateness of the sites used in this report.

Response 2: The traffic study included approved developments identified for inclusion by M-NCCPC staff. Staff maintains that the agreed upon list of approved developments are appropriate for this study. The Black Hills report was the starting point for identifying approved developments. Staff also provided updated information on additional approved developments, which were incorporated into the traffic study.

Comment 3: In Figure 9 on Page 28 and Figure 13 on Page 35 for the distribution of Background traffic and Site Residential traffic, there does not appear to be any traffic assigned to MD 118 from I-270 south of the interchange, though there appears to be traffic in the reverse direction (to I-270 south). This should be checked.

Response 3: The traffic study showed trips from eastbound MD 118 to southbound I-270. However, the return movement trips from northbound I-270 to westbound MD 118, which are included in the analysis, were not shown. This does not impact our analysis results. This omission was corrected and is reflected in the updated traffic report.

Comment 4: For Table 2 on Page 31, the calculations to develop the Internal Capture trips should be shown in the report.

Response 4: The calculations of internal capture trips are contained in the Appendix of the updated traffic report. Text that references these calculations is included on Page 31 of the report.

Comment 5: We defer to District 3 Traffic office and Montgomery County regarding the use of the assumption of the completion of Dorsey Mill Road from Observation Drive across I-270 to Crystal Rock Drive in the analyses of future conditions. This improvement has a significant impact to the intersections of Ridge Road/Father Hurley Boulevard with the I-270 ramps as it removes much of the site traffic from these intersections.

Response 5: We were directed by M-NCPPC staff to include Dorsey Mill Road in our study.

As requested, enclosed are five copies of the updated traffic study and a CD that contains the traffic study.

RESTATED ROAD PARTICIPATION AGREEMENT
(Century Boulevard)

THIS AGREEMENT (this "Agreement") is made this 6th day of July, 2012 (the "Effective Date"), by and between SYMMETRY AT CLOVERLEAF, LLC, formerly known as Oxbridge at Cloverleaf, LC, a Maryland limited liability company ("Symmetry"), and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County").

RECITALS:

- A. Symmetry is the owner of a parcel of land located in Germantown, Maryland, as shown or described on Exhibit "A" attached to and made a part of this Agreement (the "Symmetry Parcel").
- B. Located immediately to the north of the Symmetry Parcel is a parcel of land owned by North-Village-270 Limited Partnership ("North Village").
- C. Symmetry, North Village, and the County entered into a Road Participation Agreement, dated March 11, 2004 (the "Prior Agreement"), providing for the construction of Century Boulevard from its present terminus at or near Father Hurley Boulevard to future Dorsey Mill Road (the "Project").
- D. Under the Prior Agreement, Symmetry was to design and construct the Project and the County was to pay a share of the cost of the Project. North Village was a party to the Prior Agreement to acknowledge its separate obligations to further extend Century Boulevard beyond the northern limits of the Project and construct a segment of future Dorsey Mill Road at a later time and not as part of the Project. North Village was also a party to the Prior Agreement to acknowledge its arrangement to convey to Symmetry a portion of North Village's parcel, containing approximately 0.96 acres (the "Exchange Parcel"), in exchange for being excused from any obligation to contribute to the cost of the Project. This arrangement is set forth in greater detail, and the Exchange Parcel is further described, in an Agreement to Convey Land, dated January 21, 2004, between North Village and Symmetry (the "Conveyance Agreement"). A memorandum giving notice of the Conveyance Agreement is recorded among the Land Records for Montgomery County, Maryland (the "Land Records") at Liber 27244, folio 156.
- E. Construction of the Project has not yet commenced.
- F. Symmetry and the County now desire that construction of the Project proceed expeditiously, with the County to construct the Project and Symmetry to pay a share of the cost of the Project. To that end, Symmetry and the County have determined that the Prior Agreement should be terminated and replaced by a new agreement which restates the construction and cost sharing obligations of Symmetry and the County in regard to the Project. Since the new agreement will not impose any obligations upon North Village, it is not necessary that North Village join in the new agreement as a full party but only to reconfirm its obligations under the

Conveyance Agreement and to acknowledge certain limited matters as expressly set forth in this Agreement.

G. Accordingly, Symmetry and the County are entering into this Agreement to set forth the new agreement between them regarding the construction of the Project. North Village is joining in the execution of this Agreement to acknowledge the termination of the Prior Agreement, to reaffirm its obligation to convey the Exchange Parcel to Symmetry pursuant to the Conveyance Agreement (as amended as provided below), and for such other limited purposes as are expressly set forth. Concurrent with the execution of this Agreement, Symmetry and North Village are entering into an amendment of the Conveyance Agreement to take account of the termination of the Prior Agreement and modify the terms of the Conveyance Agreement to make them consistent with the terms of this Agreement. North Village remains obligated to convey the Exchange Parcel to Symmetry pursuant to the amended Conveyance Agreement, and, as consideration for such conveyance, North Village will have no obligation to contribute any amount to the cost of the Project.

NOW, THEREFORE, in consideration of the foregoing Recitals, each of which is incorporated into and made a part of this Agreement, and the mutual covenants of Symmetry and the County set forth below, and for other good and valuable consideration, the receipt and sufficiency of which each of the parties acknowledges, Symmetry and the County agree as follows:

ARTICLE 1. Prior Agreement; North Village Agreements

1.1. Termination. As of the Effective Date, the Prior Agreement is terminated and of no further force or effect and Symmetry, the County, and North Village are released from and discharged of any and all liability or obligation to one another under or with respect to the Prior Agreement.

1.2. Consent by North Village. North Village agrees and consents to the termination of the Prior Agreement in accordance with Section 1.1 and acknowledges that such termination shall not affect the Conveyance Agreement, except as set forth in the amendment to the Conveyance Agreement being executed by North Village and Symmetry concurrently with this Agreement, and that North Village shall convey the Exchange Parcel to Symmetry in accordance with the Conveyance Agreement, as so amended.

1.3. Easements Over Exchange Parcel. Until such time as the Exchange Parcel has been conveyed to Symmetry, North Village agrees that, upon written direction by Symmetry given in accordance with Section 6.1(d), North Village shall grant to the County or the County's designees such perpetual and temporary easements on, over, and across the Exchange Parcel as may be reasonably required by the County to facilitate the construction, maintenance, and use of the Project, including, but not limited to, grading, slope, sediment control, storm drainage, utility and temporary construction easements. All such easements shall be granted without charge and free of liens and encumbrances.

1.4. North Village Joinder. North Village has joined in the execution of this Agreement solely to evidence its agreement with the terms of the Recitals relating to North Village and the terms of this Article 1. Provided that North Village grants the easements described in Section 1.3 above, if necessary, and conveys the Exchange Parcel to Symmetry, the County and Symmetry acknowledge that North Village shall have no obligation to construct or contribute to the cost of constructing the Project.

ARTICLE 2. Description of Work; Responsibilities of the Parties

2.1. Scope of Work. The work which is the subject of this Agreement is the design and construction of the Project, i.e., the extension of Century Boulevard, as a four (4) lane divided road, from its present terminus at or near Father Hurley Boulevard to its intersection with future Dorsey Mill Road in Germantown, Maryland. The Project shall consist of all work necessary to construct the improvements shown in the "Plans" (defined in Article 3), including, without limitation, (a) the performance of all clearing and grading and the installation of all utility lines, storm drainage lines, landscaping, and other improvements in the public right-of-way for the Project (to include a 12" water line and 8" sanitary sewer line), (b) the relocation of existing natural gas, fiber optic, telephone, cable, and other utility lines as may be necessitated by the construction of the Project, (c) the construction of all retaining walls and end walls as may be necessitated by the construction of the Project, and (d) the construction of all storm water management facilities necessary to serve the improvements being constructed as part of the Project, including a bottomless arch culvert and related appurtenances (the "**Culvert System**"). However, the Project shall not include (i) any transit facilities or transit-related improvements (although the parties acknowledge that the Project has been designed to accommodate the future installation of such facilities and improvements as part of the Corridor City Transitway) or (ii) any improvements or systems which the County elects to install in connection with the Project which are not customary for County roads of this type or which are not essential for the Project to serve its ordinary function as a public thoroughfare carrying vehicular traffic (e.g., speed cameras) (the "**Excluded Items**").

2.2. Responsibilities of the Parties. Prior to the Effective Date, Symmetry caused the Project to be designed, as further described below. From and after the Effective Date, the County shall be responsible for constructing the Project and Symmetry shall be responsible for reimbursing to the County a portion of the costs incurred by the County to construct the Project, all in accordance with this Agreement.

ARTICLE 3. Planning and Design of the Improvements

3.1. Engineering in General. Prior to the Effective Date, Symmetry caused the engineering firm of Dewberry & Davis LLC (the "**Project Engineer**") to prepare the plans and specifications for the Project (the "**Plans**"), except as otherwise provided in Section 3.2. The Plans have been reviewed and accepted by the County and are listed on Exhibit "B" attached to and made a part of this Agreement. Symmetry makes no representation or warranty about the Plans, including any representation or warranty regarding the correctness, sufficiency, or legal compliance of the Plans or the adequacy or fitness of any improvements depicted in the Plans for any particular purpose and shall have no liability for any errors or omissions in the Plans.

Symmetry shall have its rights to the Plans assigned to the County, together with the Project Engineer's professional liability obligations relating to the Plans, provided that the County executes and delivers the necessary documents required by the Project Engineer in connection with the assignment (which documents shall be reasonably satisfactory to Symmetry and the County).

3.2. Design of the Culvert System. The Plans prepared and approved to date provide for the preliminary design of the Culvert System (the "Preliminary Culvert Design") but not the design of the balance of the Culvert System (the "Final Culvert Design"). The Final Culvert Design will be prepared by the General Contractor as a design/build item pursuant to the Construction Contract awarded for the Project in accordance with Section 4.2. At such time as the Final Culvert Design is accepted, the term "Plans" shall be deemed to include the plans depicting such Final Culvert Design.

3.3. Credited Costs. Prior to the Effective Date, Symmetry has paid directly to the Project Engineer the costs of preparing and finalizing the Plans. Such costs shall not be part of the Shared Project Costs (defined in Section 7.2) and shall not be credited against the Symmetry Cap (defined in Section 7.1), except as otherwise expressly provided in this Section. Despite the preceding sentence and despite anything else contained in this Agreement, the following costs now or hereafter incurred by Symmetry (the "Qualified Soft Costs") shall be credited against the Symmetry Cap: (a) one-half of the costs for the Preliminary Culvert Design, (b) one-half of the costs for the design of retaining wall #4, (c) all costs to obtain Planning Commission approval of the amendment of certain forest conservation easements required for the construction of the Project, and (d) all costs related to the Existing Permits and Approvals incurred by Symmetry after the Permit Cost Transfer Date [as such terms are defined in Section 5.2(a)]. The known amounts of the Qualified Soft Costs as of December 31, 2011 are set forth on Exhibit "C" attached to and made a part of this Agreement. All of the costs to prepare and finalize the Final Culvert Design shall be Shared Project Costs and, as such, shall be paid as provided in Section 7.1, with the portion paid by Symmetry to be credited against the Symmetry Cap.

3.4. Modifications of Plans. Following the Effective Date, the County shall have the right to cause the Project Engineer to make changes to the Plans if necessary for the proper and efficient construction of the Project, provided that Symmetry's prior written approval shall be required for any changes which would (a) materially alter the scope of the Project from that shown in the Plans listed on Exhibit "B", (b) when taken together with all previous changes, increase the cost of the Project by more than five percent (5%), unless such excess will be paid entirely by the County, (c) when taken together with all previous changes, delay the completion of the Project by more than ninety (90) days, (d) alter in any way the access to the Symmetry Parcel provided by the Project, or (e) materially and adversely affect the development or use of the Symmetry Parcel (collectively, "Symmetry Impact Changes"). Symmetry may grant or withhold its approval of the Symmetry Impact Changes described in clauses (a) – (c) in its reasonable discretion and the Symmetry Impact Changes described in clauses (d) and (e) in its sole discretion. However, if any change is necessary for bona fide public safety reasons in the reasonable discretion of the County, the County may make such change without Symmetry's approval, provided that the County, in implementing the change, shall use reasonable efforts to

minimize the adverse impact of the change upon Symmetry and the Symmetry Parcel. If the unreasonable withholding of approval by Symmetry results in delays to the Project, any contractor claims for such delays shall constitute Shared Project Costs. In no event shall any changes to the Plans or additional costs associated with contractor claims increase the Symmetry Cap. The County shall promptly provide to Symmetry copies of all changes which are proposed to be made to the Plans. The costs incurred to the Project Engineer for modifying the Plans in accordance with this Section shall constitute Shared Project Costs. As used in this Agreement, the term "Plans" shall mean the Plans as modified from time to time in accordance with this Section.

3.5. Limits of Symmetry's Design Obligations. As of the Effective Date, Symmetry's responsibility with respect to the design of the Project has been fully satisfied. The County, as the party overseeing the construction of the Project, shall be responsible for managing any further review of the Plans required by other governmental agencies, any modifications to the Plans (whether required by governmental agencies or otherwise), any further engineering or technical services required for the Project (including, without limitation, administration of the Construction Contract), any requests for information submitted by any contractors bidding or working on the Project, any inspections required for the Project, and all other engineering matters relating to the Project. The costs of dealing with all such issues shall be Shared Project Costs (and not costs payable by Symmetry solely).

ARTICLE 4. Contracting for the Work

4.1. Bidding. As soon as practicable after the County has acquired all rights-of-way and easements from parties other than Symmetry that are required for the construction and use of the Project, but in no event later than six (6) months from the Effective Date, the County shall advertise for bids for the construction of the Project under the County's standard procurement procedures. The County shall pursue such rights-of-way and easements in accordance with Section 6.2. The County shall give Symmetry prior written notice of the bid solicitation. The bid solicitation shall require that bidders itemize their bids so that the Non-Shared Costs may be readily ascertained and allocated between Symmetry and the County in accordance with Section 7.3. Representatives of Symmetry shall be given reasonable advance written notice of and shall be permitted to attend the County's opening of the bids. In accordance with the County's procurement regulations, the County, in its sole discretion, may accept the lowest bid from a responsive and responsible bidder. If the low bid is not accepted by the County, the County shall either award the contract to the next lowest responsive and responsible bidder or re-advertise the Project in accordance with the County's existing procurement regulations.

4.2. Construction Contract. The County shall select a bid and enter into a construction contract for the Project (the "**Construction Contract**") within ninety (90) days after advertising or re-advertising for bids, subject to any extension as may be required under Montgomery County Procurement Regulations. The bidder awarded the Construction Contract is referred to in this Agreement as the "**General Contractor**".

4.3. Change Orders. Change orders shall be handled in accordance with the Procedures for Processing Change Orders as stipulated in Section 11 of the County Procurement Regulations, Montgomery County Code (1994), as amended. In addition, if any change orders or field changes would result in Symmetry Impact Changes, such change orders or field changes shall be subject to Symmetry's approval in the same manner as is provided in Section 3.4, subject, however, to the County's right to institute change orders that are necessary for bona fide public safety reasons in accordance with Section 3.4. No modifications to the Construction Contract, change orders, or field changes shall increase the Symmetry Cap.

ARTICLE 5. Performance of the Work

5.1. Commencement and Completion.

(a) The County shall commence construction of the Project within thirty (30) days after entering into the Construction Contract, but no later than twenty-four (24) months from the Effective Date (the "**Outside Commencement Date**").

(b) After commencing construction of the Project, the County shall cause the work to be diligently and continuously performed so that the Project shall be Substantially Complete within eighteen (18) months after the commencement of the work (the "**Outside Completion Date**"). "**Substantially Complete**" means that (i) the Project has been fully constructed in accordance with the Plans and any change orders as provided for in this Agreement, except for minor punch list items which do not impair the use of the Project for its intended purposes and items of a cosmetic nature which are reasonably deferred because of seasonal conditions, such as street trees and landscaping (the "**Follow-Up Items**"), and (ii) the Project is opened for public travel. The County shall complete all Follow-Up Items at such time as may be customary for newly constructed roads similar to the Project. However, the County shall use good faith efforts, to the extent feasible, to coordinate the completion of the Follow-Up Items with Symmetry's development plans for the Symmetry Parcel, with the intent of minimizing the potential for damage to the Follow-Up Items which may be caused by the development activities upon the Symmetry Parcel.

(c) If requested by either party, Symmetry and the County shall execute written memoranda confirming the dates that the Project is commenced and/or Substantially Complete.

5.2. Standards of Performance.

(a) Prior to the Effective Date, Symmetry, at its own expense, has obtained the permits and approvals required for the construction of the Project which are listed as Permits 1 - 5 on Exhibit "D" (which does not include the Water Line Permit as described in Section 5.4) attached to and made a part of this Agreement (the "**Existing Permits and Approvals**"). The Existing Permits and Approvals are in Symmetry's name. From and after the Effective Date, the County shall cause the Project Engineer to maintain the Existing Permits and Approvals in full force and effect and in good standing and to renew or extend the same as necessary. Provided that the necessary transfer forms have been or will be delivered to the

County by Symmetry, the County shall promptly proceed to effectuate the transfer of the Existing Permits and Approvals to the County or the General Contractor, as indicated on Exhibit "D". The County shall promptly advise Symmetry if any additional forms or documents are required from Symmetry in order to accomplish the transfer. Symmetry shall reasonably cooperate in the renewal, extension, and transfer of the Existing Permits and Approvals. From and after the Effective Date, the County shall obtain in its own name, or cause the General Contractor to obtain in the name of the County or General Contractor, any additional permits and approvals, whether Federal, State, or County, which may be required for the construction of the Project, including, without limitation, those listed as Permits 6 and 7 on Exhibit "D" (collectively, the "**Additional Permits and Approvals**"). All costs incurred by Symmetry with respect to the Existing Permits and Approvals through April 8, 2011 (the "**Permit Cost Transfer Date**") shall be borne solely by Symmetry. All costs incurred by Symmetry or the County with respect to the Existing Permits and Approvals from and after the Permit Cost Transfer Date, as well as all costs incurred by the County with respect to the Additional Permits and Approvals, shall be Shared Project Costs (and, as such, Symmetry's share shall be credited against the Symmetry Cap). Despite this Section 5.2(a), Symmetry shall be solely responsible for obtaining, at its sole cost, the Water Line Permit and such permit shall name Symmetry as the permittee, as provided in Section 5.4.

(b) All work shall be completed in accordance with Montgomery County Department of Transportation standards for quality control. Symmetry does not provide any warranty or assurance as to whether the soil on which the Project is to be constructed is suitable for use in the construction of the Project or as to any other matter relating to the site conditions prevailing on or adjacent to the Symmetry Parcel and the County and the General Contractor shall rely solely on their own investigation of the site conditions. Notwithstanding the preceding sentence, any additional grading work, including, without limitation, the replacement or compaction of fill, required as a result of conditions discovered in the field shall be Shared Project Costs.

(c) Except as may be located within the limits of the intended public right-of-way for the Project and any easements granted by Symmetry in connection with the Project and as may be done in such areas in accordance with the Plans, the County shall not remove any soil from, deposit any soil upon, or otherwise disturb any soil contained within the Symmetry Parcel. The County shall not place any construction debris or other debris upon the Symmetry Parcel. The County shall not allow the General Contractor or any subcontractors to do any of the actions which the County is prohibited to do under this Section 5.2(c). Although the Plans do not contemplate the placement of fill on easement areas located on the Symmetry Parcel, if the Plans change or if changes are otherwise made pursuant to Section 4.3 so as to require such fill, the County shall assure that the soils used are clean and Class 1 soils and that such soils are compacted to a modified 95% proctor, AASHTO T-180.

5.3. Bonds. Other than as set forth in Section 5.4, Symmetry shall not be required to post any bonds or other security in connection with the Project. The bid package for the Project, however, may require the contractor awarded the construction contract to post with the County or other public agencies, the bonds ordinarily required by the County in connection with such work.

5.4. Special Provisions Relating to Water Line Construction. The Project includes construction of a water line in the right-of-way for Century Boulevard that will exclusively serve the Symmetry Parcel (the "**Symmetry Water Line**"). Symmetry shall be responsible for obtaining the permit from the Washington Suburban Sanitary Commission (the "**WSSC**") required for the construction of the Symmetry Water Line (the "**Water Line Permit**"). The costs of obtaining the Water Line Permit and any costs related to engineering, surveying, bonding, constructing, or obtaining WSSC inspections of the Symmetry Water Line (collectively, the "**Water Line Costs**") shall be borne solely by Symmetry. The General Contractor shall construct the Symmetry Water Line as part of the Project and shall take all actions necessary for the installation and completion of such line according to the Plans and the Water Line Permit. Except for the costs of obtaining the Water Line Permit, including any bonding costs, which shall be paid directly by Symmetry to the WSSC, the County shall advance, when due, all other Water Line Costs and such Water Line Costs shall ultimately be reimbursed by Symmetry as part of the payment of Symmetry's Cost Share under Section 7.4. Although Symmetry shall solely bear the Water Line Costs, all Water Line Costs paid by Symmetry shall be credited against the Symmetry Cap. The County shall keep Symmetry reasonably apprised of its anticipated timing for commencing the Project and shall in any event provide written notice to Symmetry of its intent to issue a notice to proceed to the General Contractor at least ninety (90) days prior to the issuance of such notice. If, despite the ninety (90) day notice, Symmetry has not obtained the Water Line Permit at least thirty (30) days prior to the time the County is ready to issue the notice to proceed, the County shall consult with Symmetry and the parties shall act collaboratively in an effort to obtain the issuance of the Water Line Permit so as to avoid delay in the start of the Project. If, despite such collaborative efforts, Symmetry does not obtain the Water Line Permit prior to the date set forth on the County's notice of its intention to issue a notice to proceed, the County may issue the notice to proceed on the date previously noticed and construct the Project without the Symmetry Water Line.

5.5. Insurance. The County shall cause the General Contractor to maintain in effect, at all times from and after the commencement of work until the final completion of work, a policy of commercial general liability insurance as may be required by the County's bid solicitation and in accordance with County procurement regulations. Such insurance shall provide coverage against claims on account of death, bodily injury or property damage that may arise from or be occasioned by the construction of the Project. The policy shall name as additional insureds Symmetry and any mortgagee of Symmetry of which the County is notified in writing and shall not be canceled, materially amended, or failed to be renewed without at least ten (10) days' prior written notice to Symmetry and each mortgagee covered. At or before the time that construction commences under this Agreement, and thereafter not less than thirty (30) days before the expiration date of the policy, the County shall deliver to Symmetry evidence that such coverage is in effect or has been renewed, as the case may be, together with reasonable evidence of the payment of the premium for the policy.

5.6. Indemnity. The County agrees to indemnify and hold harmless Symmetry, and its members, managers, agents, employees, and affiliates (collectively, the "**Symmetry Parties**"), from and against any and all losses, damages, liabilities, actions, suits, claims and expenses, including, without limitation, reasonable attorneys' fees, litigation costs, and investigative costs, incurred by any of the Symmetry Parties as the result of (a) any death, bodily

injury, or property damage arising from or relating to the construction of the Project, (b) any claims for payment by any third party supplying labor, material, equipment, or services in connection with the Project, including, without limitation, any claims seeking to establish mechanic's, materialmen's or other liens against the Symmetry Parcel for nonpayment, and (c) any other matter arising out of or related to the County's construction of the Project, unless due to the negligence or intentional misconduct of any Symmetry Parties. In no event, however, shall the County be liable to Symmetry for punitive damages. This indemnification is limited by the notice requirements and damages caps stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (1974, 2002 Repl. Vol.), as amended from time to time, to the extent applicable as a matter of law, and is not intended to create any rights in any third parties. Nothing in this Section shall be deemed to limit Symmetry's obligation to contribute Symmetry's Cost Share of the Shared Project Costs to the County as provided in Article 7.

5.7. Maintenance. When the Project is Substantially Complete, the Project shall constitute a public road and the County shall thereafter maintain the Project, at its sole expense, in the customary manner for a public road.

ARTICLE 6. Rights-of-Way and Easements.

6.1. Dedications and Easements from Symmetry.

(a) At such time as a project plan (if applicable), preliminary subdivision plan, final site plan, and final plat of subdivision providing for the development of the Symmetry Parcel as contemplated by Symmetry (collectively, the "**Entitlements**") have been finally approved, or at such earlier time as Symmetry may elect in its sole discretion, Symmetry shall dedicate to public use, without charge, those portions of the Symmetry Parcel required for the right-of-way for the Project (as such right-of-way is shown in the Plans). It is the intent of the parties that Symmetry will receive full credit for the density attributable to the gross land area which it dedicates and that such density may be used in the development of the balance of the Symmetry Parcel. If requested, the County shall reasonably support Symmetry in obtaining the density credit from the Montgomery County Planning Board in connection with the Entitlements sought by Symmetry. For the purposes of this Section, the Entitlements shall be deemed to have been finally approved at such time as all of the Entitlements have been approved by the applicable governmental authorities and all appeal periods from such approvals have expired without any appeals having been filed or if filed, with such appeals having resulted in a final determination which affirms the approval of the Entitlements.

(b) Subject to the terms of this Section 6.1(b), within thirty (30) days prior to commencement of construction of the Project, Symmetry shall grant to the County, without charge, the easements and/or rights of entry on, over, and across the Symmetry Parcel shown on the Plans. The location of all such easements shall be in accordance with the Plans and the form and substance of the instruments granting such easements shall be subject to the reasonable approval of Symmetry.

(c) The Plans provide for the construction of a storm water management facility (including sand filter) on the Symmetry Parcel to handle the storm water runoff from the Project and the Symmetry Parcel as developed (the “**Storm Water Facility**”). The County shall construct the Storm Water Facility as part of the Project. Following completion by the County, Symmetry or its assignee shall maintain the Storm Water Facility, at its sole expense, in good condition and repair unless and until the Storm Water Facility is dedicated to public use as set forth below in this Section, except that the County shall in all events be obligated to correct or cause the General Contractor to correct, without expense to Symmetry, any defects in the original construction of the Storm Water Facility. If the Entitlements or Symmetry’s development plans for the Symmetry Parcel make it necessary for the Storm Water Facility to be altered, Symmetry, at its sole expense, shall have the right to make such alterations, provided that the alterations do not materially impair the use of the Storm Water Facility for its intended purposes. Notwithstanding the foregoing, if under applicable law, regulation, or policy, the County (*i.e.*, the County’s Department of Environmental Protection) customarily maintains storm water management facilities serving development similar to that to be located on the Symmetry Parcel, the County shall assume the maintenance of the Storm Water Facility, once the development is completed, at its sole expense. In addition, Symmetry shall have the right, at any time, to dedicate the Storm Water Facility to the County (in which case the Storm Water Facility shall be incorporated into the right-of-way for the Project), subject, however, to the customary inspection performed by the County before accepting dedications of storm water management facilities constructed on private land. Upon Symmetry’s election to make such a dedication and provided that the Storm Water Facility is then in good condition and repair as reasonably determined by the County as a result of its inspection, the County shall accept the dedication and the County (*i.e.*, the County’s Department of Environmental Protection) shall maintain the Storm Water Facility in accordance with applicable law, at its sole expense, in good condition and repair thereafter. Since the County is the party responsible for the construction of the Storm Water Facility, the County shall not be entitled to rely upon any defects or nonconformance in original construction as a ground for refusing to accept the dedication of the Storm Water Facility. Although the County is responsible for the construction of the Storm Water Facility, Symmetry shall rough grade the area of the Symmetry Parcel upon which the Storm Water Facility is to be located and the surrounding areas so as to facilitate the County’s construction. The grading shall be performed in substantial accordance with the rough grading plans prepared by the Project Engineer, as amended, and in a timely manner so as not to delay the County’s construction of the Project. All costs associated with such grading (the “**Storm Water Facility Grading Costs**”) shall be paid by Symmetry and credited against the Symmetry Cap. The known amounts of the Storm Water Facility Grading Costs incurred by Symmetry as of February 24, 2012 are set forth on Exhibit “E” attached to and made a part of this Agreement.

(d) As used in this Section 6.1, references to the “Symmetry Parcel” shall be deemed to include the Exchange Parcel at such time as Symmetry acquires fee simple title to the Exchange Parcel. If, prior to that time, the County seeks any easements with respect to the Exchange Parcel, the County shall request such easements from Symmetry. Provided that such easements comply with the requirements of Section 6.1(b), Symmetry shall direct North Village to grant the easements to the County as contemplated in Section 1.3. Any dedication

from the Exchange Parcel shall be made by Symmetry at the time indicated in Section 6.1(a) for the dedication from the Symmetry Parcel.

6.2. Rights-of-Way and Easements from Third Parties. The County shall obtain, at its sole expense, from all applicable third parties all rights-of-way and easements required for the Project other than those being provided from the Symmetry Parcel and Exchange Parcel. The costs of acquiring such third-party rights-of-way and easements shall not be part of the Shared Project Costs but shall be borne solely by the County. If necessary, the County may use its "quick take" powers to acquire such rights-of-way and easements. The County shall use its best efforts to obtain such rights-of-way and easements in a timely manner so that the advertisement for bids may proceed as soon as reasonably possible after the Effective Date, but in all events by the date set forth in Section 4.1.

ARTICLE 7. Allocation of Costs

7.1. Payment Responsibilities. The County shall pay all of the costs of the Project, when and as due, to the parties supplying labor, materials, services, equipment, or third party rights-of-way and easements for the Project, except for (a) the costs of the Project Engineer to prepare and finalize the Plans as previously paid by Symmetry, and (b) the costs for the Existing Permits and Approvals incurred through the Permit Cost Transfer Date as previously paid by Symmetry. Symmetry shall reimburse to the County, in the manner set forth in Section 7.4, thirty-five percent (35%) of the Shared Project Costs (defined in Section 7.2) ("**Symmetry's Cost Share**"). However, in any and all events, Symmetry's Cost Share shall not exceed Four Million Dollars (\$4,000,000) in the aggregate (the "**Symmetry Cap**"). The following amounts shall not be counted against the Symmetry Cap: (i) the costs paid by Symmetry to the Project Engineer to prepare and finalize the Plans, except as otherwise provided in Section 3.3, and (ii) the costs incurred by Symmetry with respect to the Existing Permits and Approvals through the Permit Cost Transfer Date. The Qualified Soft Costs (see Section 3.3), the Water Line Costs (see Section 5.4), and the Storm Water Facility Grading Costs [see Section 6.1(c)] shall be credited against the Symmetry Cap.

7.2. Shared Project Costs. Except as otherwise provided in Section 7.3, "**Shared Project Costs**" means the following:

(a) All direct construction costs incurred by the County pursuant to the terms of the Construction Contract and the costs of any change orders and field changes authorized by the County in accordance with this Agreement.

(b) All costs paid by the County to install new utility lines, (except the Symmetry Water Line) in or adjoining the right-of-way for the Project (i.e., utility lines not in place as of the Effective Date) but not costs to relocate existing utility lines in or adjoining such right-of-way or to avoid or minimize such relocation by implementing alternative measures to relocation. All costs to relocate existing utilities or implement alternative measures shall be the County's sole obligation as provided in Section 7.3.

(c) The costs paid by the County to construct or modify storm drainage systems and storm water management facilities to handle the storm water runoff from the Project and/or the Symmetry Parcel, as well as to construct the sand filter to handle the storm water runoff from Father Hurley Boulevard as shown in the Plans.

(d) All engineering, surveying, supervisory, inspection, shop drawing review, and certification fees, if any, paid by the County to unaffiliated third parties in connection with the Project, including, without limitation, the costs of preparing and finalizing the Final Culvert Design as provided in Section 3.3 and the costs of any modifications to the Plans as provided in Section 3.4. These sums shall not include any costs of the Plans incurred by Symmetry prior to the Effective Date.

(e) Except as otherwise provided in Section 5.4 of this Agreement (i.e., except for the Water Line Permit), all license and permit fees paid by Symmetry or the County to any governmental entity in connection with the Project from and after the Permit Cost Transfer Date, provided, however, that any such fees paid by the County to any County agencies or governmental entities shall be customary and usual for public road projects similar to the Project.

(f) The salaries paid during the period of construction to County employees who supervise the construction of the Project in the field ("**Employee Expenses**"). Such salaries shall be pro rated as necessary if such employees are also engaged in work activities unrelated to the construction of the Project so that only the portion of their salaries properly allocable to their actual involvement in the construction of the Project shall be deemed Employee Expenses and included in Shared Project Costs.

7.3. Non-Shared Costs.

(a) The County shall be solely responsible for the following costs, without reimbursement or contribution by Symmetry (the "**County Non-Shared Costs**"): (i) the costs of acquiring all rights-of-way and easements necessary for the Project, other than those to be granted from the Symmetry Parcel and Exchange Parcel in accordance with Section 6.1, or to take alternative actions to avoid or minimize such acquisitions, (ii) the costs of relocating all existing utilities in or adjoining the right-of-way for the Project, or to implement alternative measures to avoid or minimize such relocation, (iii) any amounts covered by any indemnity given by the County under this Agreement, (iv) all profit, overhead expense, and administrative fee or expense payable to the County for its own services under this Agreement, except as expressly provided in Section 7.2(f), and (v) all Shared Project Costs in excess of the Symmetry Cap. The County Non-Shared Costs shall be excluded from Shared Project Costs.

(b) Symmetry shall be solely responsible for the following costs, without reimbursement or contribution by the County (the "**Symmetry Non-Shared Costs**"): (i) all costs relating to the dedication of land from the Symmetry Parcel for the right-of-way for the Project as provided in Section 6.1, (ii) all costs relating to the granting of all necessary easements over, across or through the Symmetry Parcel for the construction, operation and maintenance of the Project as provided in Section 6.1, (iii) the Water Line Costs (although the Water Line Costs,

except for the cost of obtaining and bonding the Water Line Permit, shall be advanced by the County and reimbursed by Symmetry, with all Water Line Costs being credited against the Symmetry Cap, as provided in Section 5.4), (iv) the Storm Water Facility Grading Costs [although the Storm Water Facility Grading Costs shall be credited against the Symmetry Cap as provided in Section 6.1(c)], (v) the costs paid by Symmetry prior to the Effective Date relating to the preparation and finalizing of the Plans, except as otherwise provided in Section 3.3, (vi) all costs incurred by Symmetry with respect to the Existing Permits and Approvals through the Permit Cost Transfer Date, and (vii) all costs and/or fees relating solely to the development of the Symmetry Parcel, including, without limitation, sewer and water connection and hook-up fees.

7.4. Symmetry's Payment.

(a) Symmetry's Cost Share shall be paid as provided in this Section 7.4.

(b) The first installment of Symmetry's Cost Share (the "**Initial Installment**") shall be paid upon the later to occur of the following (the "**Initial Payment Date**"): (i) twelve (12) months after the County issues a notice to proceed to the General Contractor and the General Contractor actually commences work on the ground, or (ii) March 31, 2013. At least thirty (30) days before the Initial Payment Date, the County shall submit to Symmetry a written statement itemizing in reasonable detail the Shared Project Costs paid by the County through the date of the statement (the "**Initial Cost Statement**"). The Initial Cost Statement shall be accompanied by copies of invoices and reasonable proof of payment of these invoices. If the Initial Cost Statement or accompanying materials are not timely delivered to Symmetry, Symmetry shall have thirty (30) days from receipt of the complete set of documents for these Shared Project Costs to pay the Initial Installment and the Initial Payment Date shall be deemed extended to such date (but in no event shall Symmetry be required to make any payment or shall the Initial Payment Date be deemed to occur before March 31, 2013). The amount of the Initial Installment shall be thirty-five percent (35%) of the Shared Project Costs reflected in the Initial Cost Statement, but not more than Five Hundred Thousand Dollars (\$500,000). The Qualified Soft Costs shall be credited against the Initial Installment. In addition, in the event that Symmetry, prior to the rendering of the Initial Cost Statement, has paid any Water Line Permit Costs, Storm Water Facility Grading Costs, or Shared Project Costs (e.g., costs incurred on or after the Permit Cost Transfer Date with respect to the Existing Permits and Approvals), Symmetry shall receive credit for such amounts against the Initial Installment (and against succeeding installments of Symmetry's Cost Share to the extent necessary to receive full credit for such amounts) upon reasonable proof of payment as determined by the County. All amounts paid by and credited to Symmetry under this Section 7.4(b) shall be counted against the Symmetry Cap.

(c) Within one hundred eighty (180) days after the Project is Substantially Complete, the County shall furnish to Symmetry a written accounting itemizing in reasonable detail the total Shared Project Costs for the entire Project, plus the Water Line Costs, actually incurred by the County (the "**Final Accounting**"). The Final Accounting may include, however, a reasonable estimate, based upon prices contained in the Construction Contract, of the

costs that will be incurred for any Follow-Up Items not yet completed. The Final Accounting shall be accompanied by supporting materials of the type required to accompany the Initial Cost Statement, including reasonable proof of the County's payment of all Shared Project Costs and Water Line Costs already incurred by the County and itemized in the Final Accounting. The Final Accounting shall be certified as true and correct by the County's contract administrator on behalf of the County and shall include a statement of the outstanding balance of Symmetry's Cost Share after application of the Initial Installment paid by Symmetry under Section 7.4(b) ("**Symmetry's Cost Balance**"). If the Final Accounting includes an estimate of the costs of Follow-Up Items not yet completed, the Final Accounting shall be updated and recertified to reflect the actual costs for these items when known and a copy of the updated and recertified Final Accounting, accompanied by additional documentation supporting any adjusted costs for the Follow-Up Items, shall be promptly furnished by the County to Symmetry. The amount of Symmetry's Cost Balance shall be adjusted as necessary to reflect the updated costs of the Follow-Up Items. In no event shall Symmetry's Cost Balance exceed the Symmetry Cap less the amounts paid and credited as the Initial Installment under Section 7.4(b). The Initial Cost Statement and Final Accounting shall be subject to review and objection by Symmetry as provided in Section 7.5.

(d) Symmetry's Cost Balance shall be paid in five (5) equal installments. The first such installment shall be due eighteen (18) months after the date upon which the Project is Substantially Complete and each of the remaining four (4) installments shall be due every nine (9) months thereafter until Symmetry's Cost Balance has been paid in full. Any remaining unpaid amount of Symmetry's Cost Balance shall be paid in full on December 31, 2018 (the "**Final Payment Date**"). If, however, despite the provisions of this Agreement, the County commences construction of the Project later than July 1, 2012, the Final Payment Date shall be extended by a period of time equal to the period from July 1, 2012 to the date that construction is actually commenced. Commencing on the Initial Payment Date and continuing until Symmetry's Cost Balance has been paid in full, simple interest shall accrue on the unpaid amount of Symmetry's Cost Balance at a rate equal to the face rate of interest payable on the County's general obligation bonds having an issuance date closest to but before March 31, 2011, plus one percent (1%). Accrued interest shall be paid at the time that each installment of Symmetry's Cost Balance is due and shall not be counted against the Symmetry Cap. Symmetry may prepay all or any part of Symmetry's Cost Balance at any time, without penalty or other charge. All accrued unpaid interest on the amount so prepaid shall be due at the time of the prepayment.

(e) Despite the terms of Section 7.4(d), if Symmetry sells fifty-one (51%) or more of the net land area of the Symmetry Parcel to a transferee other than an Affiliated Entity (defined below) and the settlement of such sale occurs after the Project is Substantially Complete and Symmetry's Cost Balance has been determined in accordance with Section 7.4(c), the entire unpaid balance of Symmetry's Cost Share shall be paid by Symmetry to the County at the time of the settlement. The term "**Affiliated Entity**" means an entity which, directly or indirectly, controls, is controlled by, or is under common control with Symmetry, Symmetry LLC, the principals of Symmetry LLC, or any member of the Totah family. For the purposes of this Agreement, the "net land area of the Symmetry Parcel" shall be deemed to be the gross land area of the Symmetry Parcel, less any dedications required for the Project or other

public purposes. Neither the grant of a mortgage, deed of trust, or other security interest against all or any portion of the Symmetry Parcel, nor the modification, extension, or consolidation of the same, nor a transfer of title pursuant to a foreclosure or deed in lieu of foreclosure, shall be deemed to be a sale for the purposes of this Section.

(f) At the time of each payment by Symmetry under this Agreement, the County shall provide to Symmetry a written receipt acknowledging the payment.

7.5. Verification of Cost Statements. Symmetry shall have the right to verify all written statements provided to it by the County setting forth the Shared Project Costs. In that regard, the County shall afford to Symmetry, and its representatives, auditors, and other consultants, from time to time, upon reasonable advance notice, reasonable access to the County's books and records relating to the Project and the Shared Project Costs and shall cooperate with Symmetry to promptly provide additional information relating to the same as Symmetry may reasonably request. If Symmetry disagrees with any item set forth in the Initial Cost Statement or Final Accounting, Symmetry may object in writing to the item. To be valid, any such objection shall be delivered to the County within one hundred twenty (120) days after Symmetry receives the statement containing the objectionable charge and shall be accompanied by a detailed statement of the basis for the objection. Within fifteen (15) days after any such objection, the County and Symmetry shall meet and attempt in good faith to resolve their differences. If they are unable to reach a mutually acceptable resolution within thirty (30) days after the objection is made, the parties may mutually elect to pursue arbitration as provided in Section 9.6.

ARTICLE 8. Information

8.1. Progress Reports. Following commencement of construction of the Project, the County shall hold monthly meetings with its General Contractor for the purpose of reviewing the progress of the Project. The County shall inform Symmetry of the dates and times of such meetings and Symmetry may attend such meetings in its sole discretion. Meetings will generally be held at the construction field office. However, if the location changes, the County will notify Symmetry of the new meeting location. Prior to commencement of construction of the Project, the County shall keep Symmetry reasonably apprised of developments concerning the Project. For informational purposes, the County shall furnish to Symmetry a copy of the advertisement for bids, the notice awarding the Construction Contract, the notice to proceed, and any other written notices given by the County regarding the Project promptly after publishing or giving the same.

ARTICLE 9. Default

9.1. Remedies. If either party defaults under this Agreement and fails to cure the default within fifteen (15) days after receipt of written notice from the other party specifying the default, the non-defaulting party shall have such rights and remedies for that default as may be available at law or in equity. In addition, the County shall have the remedy provided for in Section 9.2 in the case of a payment default by Symmetry.

9.2. Contract Lien. If Symmetry fails to pay any part of Symmetry's Cost Share, or accrued interest on the same, when due and payable under this Agreement and the failure is not cured within the fifteen (15) day cure period provided for in Section 9.1, then subject to Section 9.6, the County may proceed to create and enforce a lien against the Symmetry Parcel to obtain payment of the overdue sum in accordance with the Maryland Contract Lien Act (Section 14-201 et seq. of the Real Property Article of the Annotated Code of Maryland, as amended) (the "Act"). A lien created under the Act shall have priority from the date that a statement of lien is recorded by the County in the Land Records in accordance with the Act.

9.3. Rights of Mortgagees. If the County has been furnished in writing with the name and address of Symmetry's mortgagee with respect to the Symmetry Parcel prior to giving notice of default to Symmetry, the County shall provide a copy of each notice of default to such mortgagee simultaneously with giving the notice of the default to Symmetry and the mortgagee shall have the same period of time to cure the default as Symmetry, plus fifteen (15) days. The mortgagee, however, shall have no obligation to effectuate or attempt to effectuate a cure. The County agrees to accept performance by any mortgagee of any covenant, condition, or agreement required to be performed under this Agreement by Symmetry with the same force and effect as though performed by Symmetry.

9.4. Security. Symmetry covenants that, unless it delivers Additional Security to the County in accordance with Section 9.5, it will not encumber the Symmetry Parcel with any deeds of trust or mortgages securing, in the aggregate, a total principal indebtedness outstanding at any one time greater than an amount equal to (a) the Market Value of the Symmetry Parcel (defined below), less (b) the maximum amount of Symmetry's Cost Share then remaining unpaid under this Agreement (the "**Mortgage Cap**"). This restriction shall automatically terminate upon payment in full of Symmetry's Cost Share. The "**Market Value of the Symmetry Parcel**" means the value of the Symmetry Parcel as of a date not earlier than six (6) months prior to the granting of the deed of trust or mortgage then intended to be granted, as determined by an appraisal of the Symmetry Parcel performed by a professional appraiser qualified as an MAI or having similar credentials and obtained by Symmetry, at its own expense.

9.5. Additional Security. Symmetry shall have the right (but not the obligation), at any time, to deliver to the County a bond or letter of credit as security for the payment of all or any part of Symmetry's Cost Share (the "**Additional Security**"). The Additional Security shall name the County as beneficiary. If the Additional Security is in the form of a bond, it shall be issued by a surety on the County's list of approved corporate sureties. If the Additional Security is in the form of a letter of credit, it shall be issued by a bank maintaining branch offices in the Washington, D.C. metropolitan area and Symmetry shall keep the letter of credit in full force and effect until the Additional Security is required to be returned to Symmetry in accordance with this Agreement. If, at any time, Symmetry desires to grant a mortgage or deed of trust against the Symmetry Parcel that would cause the Mortgage Cap to be exceeded, Symmetry may deliver Additional Security to the County in an amount equal to or greater than the amount by which the Mortgage Cap would be exceeded and, upon such delivery, Symmetry shall have the right to grant such mortgage or deed of trust notwithstanding that the Mortgage Cap will be exceeded. If any Additional Security is posted with the County, then, as payments are made from time to time thereafter against the unpaid balance of Symmetry's Cost

Share, Symmetry shall have the right to reduce the amount of the Additional Security by the amount of such payments. If any Additional Security is posted with the County and Symmetry is in default under this Agreement beyond the applicable cure period, the County shall be entitled to draw upon the Additional Security to the extent (and only to the extent) of the delinquent amount due from Symmetry and apply such amount to the delinquency. To the extent not drawn upon, the Additional Security shall be returned to Symmetry for cancellation within five (5) business days following payment in full of Symmetry's Cost Share. Despite any other provision of this Agreement, if, at any time, the amount of Additional Security held by the County is equal to or greater than the full outstanding balance of Symmetry's Cost Share, the County shall no longer have the right to create and enforce a lien against the Property under the Act and Symmetry shall be free to encumber the Property with deeds of trust or mortgages without regard to the Mortgage Cap. Further, Symmetry shall have the right to bond off any lien or claim of lien filed by the County against the Symmetry Parcel by delivering Additional Security to the County in the amount of the lien or claimed lien.

9.6. Arbitration of Certain Issues. Despite anything else contained in this Agreement, if any dispute between the parties arises about whether any cost incurred by the County is properly includable as a Shared Project Cost under the terms of this Agreement or whether the Initial Cost Statement or Final Accounting are correct, then, at the mutual election of the parties, such dispute may be submitted to binding arbitration in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") then in effect. The arbitration shall be held before a single disinterested arbitrator in a location in Montgomery County, Maryland which is mutually agreed upon by the parties. The parties shall cooperate in pursuing such arbitration promptly following either party's request for arbitration. Upon initiation of an arbitration proceeding by either party, the parties shall promptly obtain a list of commercial arbitrators made available by the AAA with expertise in land development and/or commercial construction matters. Within seven (7) days after receipt of the list, the parties shall attempt to agree upon the arbitrator. If they are unable to so agree within that time, the selection of the arbitrator shall be made in accordance with the Rules. The hearing before the arbitrator shall be held as soon as practicable thereafter, but not later than thirty (30) days after selection of the arbitrator, unless the schedule of the arbitrator does not so permit. The arbitrator shall make a good faith effort to conclude the hearing within two (2) business days after its commencement and shall not be bound by the formal rules of evidence or civil procedure but shall consider all documents and oral testimony in the manner of a reasonable businessperson in the conduct of his or her ordinary affairs. The arbitrator shall determine as part of his or her decision an allocation of responsibility between the parties for the payment of the costs of the arbitration and the attorneys' fees incurred by the parties in regard to the arbitration. The decision of the arbitrator shall be in writing, shall include a statement of the reasons for the arbitrator's determination, and shall be deemed final, binding and conclusive upon the parties. The appropriate judgment, order or other judicial relief (whether legal or equitable) may be entered in any court of competent jurisdiction to enforce the decision rendered by the arbitrator.

ARTICLE 10. Approval Procedure

10.1. Submissions for Approval. Wherever under this Agreement any materials or matters are required to be submitted by either party to the other for approval (“**Approval Materials**”), then, unless otherwise expressly provided in this Agreement, such approval shall not be unreasonably withheld or conditioned. In any given case, the party seeking the approval is referred to as the “**Submission Party**” and the party whose approval is sought is referred to as the “**Approval Party**”. Within twenty (20) business days after the Approval Party receives the Approval Materials and a written notice requesting approval of the same from the Submission Party, the Approval Party shall give written notice to the Submission Party approving or disapproving the Approval Materials. If the Approval Party fails to give any notice within the twenty (20) business day period and if thereafter the Submission Party gives a second written notice to the Approval Party requesting approval of the Approval Materials and the Approval Party fails to give notice to the Submission Party approving or disapproving the same within ten (10) business days after its receipt of the second notice, the Approval Party shall conclusively be deemed to have approved the Approval Materials. To be effective, the second notice must describe the Approval Materials for which approval is requested and contain the following statement in bold print: “**If you fail to approve or disapprove such materials within ten (10) business days after your receipt of this notice, you will be deemed to have approved such materials.**” If the Approval Party timely disapproves any Approval Materials, it shall specify its objections in writing and the parties shall thereafter promptly meet and attempt, in good faith, to resolve their differences.

ARTICLE 11. Impact Tax Credits; No Special Assessments

11.1. Impact Tax Credits. To the extent allowed under applicable laws and regulations of the County, Symmetry shall be entitled to impact tax credits for its contributions to the Project as set forth in this Agreement (the “**Credits**”). The Credits shall be useable and assignable as provided by such laws and regulations. If requested by Symmetry, the Montgomery County Department of Transportation will execute and deliver a separate impact tax credit agreement, certifications, and/or other such documents as necessary to confirm the amount, effectiveness, and validity period of the Credits, provided the same shall be in accordance with applicable laws and regulations.

11.2. Special Assessments. Symmetry’s Cost Share, together with Symmetry’s payment of design costs as provided in this Agreement, constitute Symmetry’s complete contribution to the cost of the Project. The Montgomery County Department of Transportation will not pursue a Special Benefit Assessment or like assessment against the Symmetry Parcel resulting from and based upon the construction of the Project.

ARTICLE 12. Adequate Public Facilities Requirements

12.1. Pursuant to applicable policies of the Montgomery County Planning Board (the “**Planning Board**”), Symmetry has applied to the Planning Board for appropriate credit for Symmetry’s participation in the Project which shall be taken into account at such time as Symmetry seeks approvals from the Planning Board for the development of the Symmetry Parcel

(the “**Provisional APF Approval**”). The Provisional APF Approval sought by Symmetry includes credit for meeting adequate public facilities requirements. The County agrees to cooperate with and support Symmetry in its efforts to obtain the Provisional APF Approval, as well as density credit for dedications in accordance with applicable laws and regulations, as reasonably requested by Symmetry. Symmetry acknowledges, however, that the County cannot guarantee that the Planning Board will grant the Provisional APF Approval.

ARTICLE 13. County Funding.

13.1. Appropriation. The Project is included in the County’s Capital Improvements Program Budget as currently applicable. However, any obligations of the County or Symmetry arising under this Agreement that require the expenditure of money are expressly subject to the appropriation and encumbrance of funds for the full Project by the Montgomery County Council, in the absence of which the County and Symmetry shall have no liability for such obligations.

ARTICLE 14. Miscellaneous.

14.1. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the County, Symmetry, and their respective successors and assigns, and shall run with the land of the Symmetry Parcel, subject to the following. If Symmetry conveys a portion of the Symmetry Parcel to another party, then, so long Symmetry continues to own at least fifty percent (50%) or more of the net land area of the Symmetry Parcel, all of the rights and obligations of Symmetry under this Agreement shall belong solely to Symmetry and none of such rights may be enforced by the owner of any other portion of the Symmetry Parcel and none of such obligations shall be binding upon such other owner or its portion of the Symmetry Parcel, except to the extent that Symmetry expressly assigns such rights or obligations to such owner by written instrument recorded in the Land Records.

14.2. Controlling Law. This Agreement, and the rights and obligations of the parties under this Agreement, shall be governed by the laws of the State of Maryland, without regard to principles of conflicts of laws.

14.3. Amendments. This Agreement may not be modified except by written amendment signed by Symmetry and the County or their respective successors and assigns.

14.4. Severability. Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

14.5. Headings. Headings are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

14.6. Assignment. Subject to Sections 7.4(e) and 14.1, Symmetry, its successors and assigns, may assign any of Symmetry’s rights, interests, or obligations under this Agreement. In the event of any collateral assignment of this Agreement by Symmetry to a

mortgagee, the mortgagee shall have no liability or obligation under this Agreement unless and until the mortgagee acquires fee simple ownership of the Symmetry Parcel.

14.7. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if (a) personally delivered (provided a signed written receipt is obtained), (b) sent by reputable commercial overnight courier (provided a signed written receipt is obtained), (c) sent by certified mail, return receipt requested, first class, postage prepaid, or (d) transmitted by telecopier (provided evidence of transmission is obtained and the original of the notice is, on the same day, sent to the addressee by one of the foregoing methods of delivery). Notices shall be addressed as follows:

If to Symmetry:

c/o Symmetry LLC
8611 Second Avenue
Suite 3A
Silver Spring, Maryland 20910
Attn: Nicole Totah, Manager
Telephone No.: (240) 744-3600
Telecopier No.: (240) 744-3609

With a copy to:

Andrew M. Goldstein, Esquire
Linowes and Blocher LLP
7200 Wisconsin Avenue, Suite 800
Bethesda, Maryland 20815
Telephone No.: (301) 961-5154
Telecopier No.: (301) 654-2801

If to the County:

Department of Transportation
Montgomery County, MD
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Edgar A. Gonzalez
Deputy Director for Transportation Policy
Telephone No.: 240-777-7185
Telecopier No.: 240-777-7277

With a copy (that does not constitute notice) to:

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: Eric C. Willis, Assistant County Attorney
Telephone No.: 240-777-6700
Telecopier No.: 240-777-6705

Each party shall be responsible for notifying the other party of any change of address and telecopier number.

14.8. Non-Interference. The parties shall cooperate with one another in good faith and shall not interfere with the other party's activities under this Agreement to ensure that the Project is constructed in an orderly and expeditious manner.

14.9. Relationship of the Parties. This Agreement does not create any partnership, joint venture or other similar relationship between the parties, but is merely a means to perform certain improvements benefiting the parties.

14.10. Entire Agreement. This Agreement contains the entire agreement between Symmetry and the County regarding the construction of the Project.

14.11. Authority. Each party represents and warrants to the other party that it has full power and authority to enter into and carry out this Agreement, without the need for obtaining any further approvals or consents (except for the governmental approvals contemplated by this Agreement). COUNTY FUNDS WILL ONLY BE AUTHORIZED FOR THE PURPOSES SET FORTH IN THIS AGREEMENT UPON EXECUTION OF THIS AGREEMENT BY AN ASSISTANT CHIEF ADMINISTRATIVE OFFICER OF THE COUNTY. UPON SUCH EXECUTION, THIS DOCUMENT SHALL BECOME A BINDING AGREEMENT UPON THE COUNTY.

14.12. Estoppel Certificates. Within ten (10) business days after request by Symmetry, the County shall execute and deliver to Symmetry and/or its lender an estoppel certificate stating (a) whether this Agreement is in full force and effect, (b) whether this Agreement has been amended (and if so, identifying the amendment), (c) to its knowledge, the amounts owed under this Agreement and whether any defaults exist under this Agreement, and (d) such other matters as may reasonably be requested.

14.13. No Third Party Beneficiary. Nothing contained in this Agreement shall be deemed to create rights or obligations accruing to the benefit of, or enforceable by, any entity or person not a party to this Agreement, including, without limitation, any contractors, subcontractors or other parties providing labor, services, or materials in connection with the Project.

14.14. No Waiver. Except where time periods are expressly provided in this Agreement for the exercise of rights or remedies, no failure or delay by Symmetry or the County

in exercising any of their rights or remedies under this Agreement shall result in any waiver of those rights or remedies with respect to any then existing or subsequently occurring breach or default by the other party.

14.15. No Deemed Approval of Plans. Nothing in this Agreement may be interpreted to be a waiver of the County's governmental authority or as a waiver of the requirement for Symmetry to comply with all County laws, regulations, policies or standard procedures in the development of the Symmetry Parcel, including, but not limited to, all permitting processes required under County law. This Agreement is not intended as an approval of any plans or permit applications for the development of the Symmetry Parcel.

14.16. Effectiveness. This Agreement shall not be effective until signed by Symmetry, the County, and North Village and the Effective Date of this Agreement shall be the last date upon which each of such parties has so signed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed, sealed, and delivered by their duly authorized representatives the day and year first above written.

WITNESS:

SYMMETRY AT CLOVERLEAF, LLC,
a Maryland limited liability company

By: Symmetry, LLC, Manager

By: *Nicole Totah*
Nicole Totah, Manager

Mary G. Burdick

MONTGOMERY COUNTY, MARYLAND,
a political subdivision of the State of Maryland

By: *Ramona Bell-Pearson*
Name: *Ramona Bell-Pearson*
Title: Assistant Chief Administrative Officer

Julie L. White

RECOMMENDED:

By: *Arthur Holmes*
Name: Arthur Holmes
Title: Director, Department of Transportation

APPROVED AS TO FORM AND LEGALITY:

OFFICE OF THE COUNTY ATTORNEY

By: *Eric Willis* 4/2/12
Name: *Eric Willis*
Title: Assistant County Attorney

STATE OF Maryland
COUNTY OF Montgomery, to Wit:

On this 29th day of February, 2012, before me, the undersigned officer, personally appeared Nicole Totah who acknowledged herself to be the Manager of SYMMETRY, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she, in such capacity, executed the same for the purposes therein contained by signing the name of SYMMETRY, LLC.

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

Marian H. Johnson
Notary Public

My commission expires: 7-7-12

STATE OF Maryland
COUNTY OF Montgomery, to Wit:

On this 18th day of April, 2012, before me, the undersigned officer, personally appeared Ramona Bell-Pearson, who acknowledged herself/ himself to be the Assistant Chief Administrative Officer of MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he, in such capacity, executed the same for the purposes therein contained by signing the name of MONTGOMERY COUNTY, MARYLAND.

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

Jule L. White
Notary Public


My commission expires: 4/30/2013

CONSENT OF NORTH VILLAGE-270 LIMITED PARTNERSHIP

North Village-270 Limited Partnership executes this Agreement solely for the purposes set forth in Section 1.4 of this Agreement.

NORTH VILLAGE- 270 LIMITED PARTNERSHIP,
a Maryland limited partnership

By: LERNER ENTERPRISES, LLC,
a Maryland limited liability company

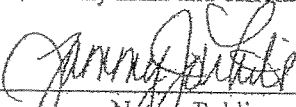
By: 
Edward L. Cohen , Manager

STATE OF Maryland

COUNTY OF Howard to Wit:

On this 29th day of June, 2012 before me, the undersigned officer, personally appeared EDWARD L. COHEN, who acknowledged himself to be a Manager of Lerner Enterprises, LLC, a Maryland limited liability company, general partner of NORTH VILLAGE-270 LIMITED PARTNERSHIP, a Maryland liability partnership, and acknowledged that he, in such capacity, executed the same for the purposes therein contained by signing on behalf of NORTH VILLAGE-270 LIMITED PARTNERSHIP.

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


Notary Public

My commission expires: 2/5/16

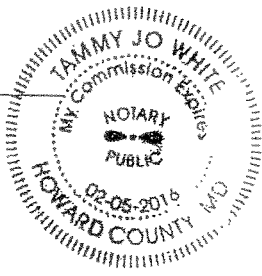


EXHIBIT A

GENERAL NOTES:

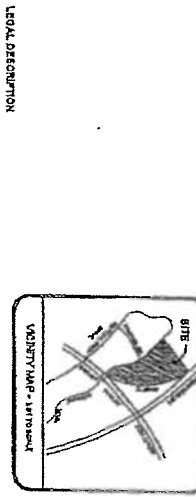
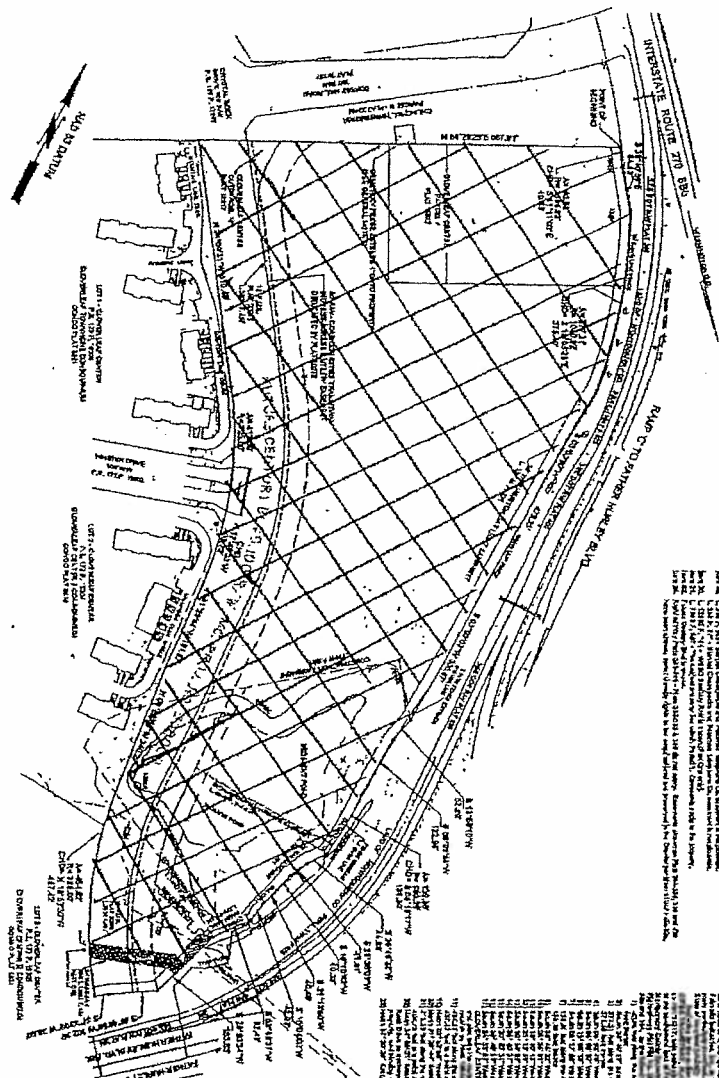
1. This map is a preliminary plan for the proposed subdivision of the land shown hereon into lots, blocks, streets, and other divisions. It is subject to the approval of the appropriate authorities.
2. The owner of the land shown hereon warrants that he is the owner of the same and that he has the right to convey the same.
3. The owner of the land shown hereon warrants that he has the right to convey the same and that he has the right to convey the same.
4. The owner of the land shown hereon warrants that he has the right to convey the same and that he has the right to convey the same.
5. The owner of the land shown hereon warrants that he has the right to convey the same and that he has the right to convey the same.

THE STATE OF MARYLAND

Sherrill E. Berman, Clerk of the Circuit Court for Prince George's County, Maryland, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the said Court.

Witness my hand and the seal of the said Court at Poolesville, Maryland, this 15th day of November, 2016.

Sherrill E. Berman, Clerk of the Circuit Court for Prince George's County, Maryland.



LEGAL DESCRIPTION:

That certain parcel of land situated in Prince George's County, Maryland, bounded and described as follows: Beginning at the intersection of the center line of University Route 210 BBS and the center line of Raun C. To Stanley Hubbs Blvd; thence north 89 degrees 15 minutes 00 seconds west 100.00 feet to a point; thence north 0 degrees 00 minutes 00 seconds west 100.00 feet to a point; thence north 89 degrees 15 minutes 00 seconds east 100.00 feet to a point; thence south 89 degrees 15 minutes 00 seconds east 100.00 feet to the center line of University Route 210 BBS; thence south 89 degrees 15 minutes 00 seconds west 100.00 feet to the center line of Raun C. To Stanley Hubbs Blvd; thence south 89 degrees 15 minutes 00 seconds west 100.00 feet to the intersection of the center line of University Route 210 BBS and the center line of Raun C. To Stanley Hubbs Blvd; containing 0.1000 acres, more or less.

SURVYOR'S CERTIFICATE:

I, the undersigned, being duly sworn, have examined the original of the foregoing plat and find that the same is a true and correct copy of the original as the same appears in the records of the Circuit Court for Prince George's County, Maryland.

Witness my hand and seal at Poolesville, Maryland, this 15th day of November, 2016.

Sherrill E. Berman, Clerk of the Circuit Court for Prince George's County, Maryland.

DATE: NOVEMBER 16, 2016
 SCALE: 1" = 100' DWG. NO. BS-10-013

LAND TITLE SURVEY
CLOVERLEAF CENTER AT GERMANTOWN
 PART OF LORRIS TRUST PLOD 847
 PRINCE GEORGE'S COUNTY, MARYLAND

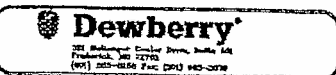


EXHIBIT B
CENTURY BLVD
List of Final, Approved Plans Accepted By the Referenced Entities
MCDOT CIP Project No. 501115

Sheet Number	Title	MCDOT Approved	MCDPS Approved, Signed for Technical but not Administrative	MN/CPPC Approved but not Signed	WSSC Approved
1	Title Sheet	X	X		
2	Earthwork, Legend & Abbreviations	X			
3-5	Typical Sections & Details	X			
6	Geometric layout	X			
7&8	Plan Sheets	X			
9	Roadway Profile	X			
10	Approved Grade Establishment Plans	X			
11	Super Elevation Tables	X			
12-14	Storm Drain Profiles & Details	X			
15-16	Culvert Profile & Details	X			
17-18	Erosion & Sediment Control Details & Notes		X		
19	Erosion & Sediment Control Composite Plan		X		
20-29	Erosion & Sediment Control Plans		X		
30	Flow Splitter Structure & Details		X		
31-32	Stormfilter Details		X		
33	Baysaver Details		X		
34-35	Surface Sand Filter No. 1 Plan & Profile		X		

36-37	Stormwater Management Pond Details			X		
38-39	Stormwater Management Landscaping Plan			X		
40	Stormwater Management Checklists & SWM Soil Boring Logs			X		
41-45	Retaining Walls No. 1 to No. 4 Plans & Elevations		X			
46-51	Culvert, End Walls EW-1 and EW-2 Plans, Elevations & Details		X			
52-58	Retaining Walls No. 1 to No. 4 Details and Schedules		X			
59-64	Retaining Walls No. 1 to No. 4 Boring and Drive Tests		X			
65-67	Culvert, End Walls EW-1 and EW-2 Boring and Drive Tests		X			
68-73	SHA Standards for Retaining Walls and Culvert End Walls		X			
74-78	Workzone Traffic Control Plan		X			
79-80	Signaling Plans		X			
81-82	Pavement Marking Plans		X			
83-86	Street Light Plans		X			
87-88	Street Tree Plans		X			
89-92	Final Stabilization Plans		X			
93-95	WSSC Waterline Plans					X
96-97	Final Forest Conservation Plans				X	
1-33	Cross Sections		X			
1-5	Right-of-Way Plats		X			

EXHIBIT C
CENTURY BLVD
KNOWN QUALIFIED SOFT COSTS AS OF DECEMBER 31, 2011

ARCH CULVERT

Item #	Item /Description	Vendor	Cost	% Credit	Credit
1	Soil Boring Stakeout (4 Borings)	Dewberry	\$ 500.00	50%	\$ 250.00
2	Soil Borings	Freestate Drilling	\$ 3,032.40	50%	\$ 1,516.20
3	Soil Analysis	Geolab	\$ 2,500.00	50%	\$ 1,250.00
4	Culvert 30% Design	Dewberry	\$ 59,000.00	50%	\$ 29,500.00
5	Utility Location	A/I Data	\$ 6,250.00	50%	\$ 3,125.00

RETAINING WALL #4

Item #	Item /Description	Vendor	Cost	% Credit	Credit
1	Soil Boring Stakeout (8 borings)	Dewberry	\$ 1,000.00	50%	\$ 500.00
2	Soil Borings	Freestate Drilling	\$ 1,938.00	50%	\$ 969.00
3	Soil Analysis	Geolab	\$ 1,350.00	50%	\$ 675.00
4	Retaining Wall #4 Design	Dewberry	\$ 18,450.00	50%	\$ 9,225.00

FOREST CONSERVATION EASEMENT

Item #	Item /Description	Vendor	Cost	% Credit	Credit
1	Forest Conservation Easement resolution with P&P	Linowes & Blocher	\$ 7,707.50	100%	\$ 7,707.50 *
2	Forest Conservation Easement Coordination	Dewberry	\$ 1,965.00	100%	\$ 1,965.00
3	Work on release of Forest Conservation Easements	Dewberry	\$ 1,200.00	100%	\$ 1,200.00
4	Revise Meets & Bounds to abandon Forest Cons Esmnt	Dewberry	\$ 2,200.00	100%	\$ 2,200.00
5	Coordination of Partial Release Document	Dewberry	\$ 3,750.00	100%	\$ 3,750.00

*Cap of \$20,000 requested by MCDOT for legal expenses relating to forest conservation resolution

PERMIT COSTS AFTER PERMIT COST TRANSFER DATE (APRIL 8, 2011)

Item #	Item /Description	Vendor	Cost	% Credit	Credit
1	Coordination of extension of MDE Permit to 8/25/2012	EcoTone	\$ 2,312.50	100%	\$ 2,312.50
2	Cost for Dewberry to coordinate new MDE NOI Permit	Dewberry	\$ 750.00	100%	\$ 750.00
3	Dewberry Coordination of Utilities with MCDOT	Dewberry	\$ 742.50	100%	\$ 742.50

**EXHIBIT D
CENTURY BLVD
LIST OF EXISTING PERMITS & APPROVALS REQUIRED & STATUS AS OF EFFECTIVE DATE**

No.	Permit	Req'd	Permit No.	Expiration Date	Need to be transferred from County	Name to be on the Permit	Comments	Procedure	Cost
1	MCDPS Floodplain Permit	X	297179	3/20/2012	Yes, MCDOT to submit	MCDOT	According to Rick Brush, the existing MCDPS Flood Plain District Permit can be transferred to MCDOT.	Symmetry filed out MCDPS application for Floodplain District Permit and forward application to MCDOT for their signature on January 24, 2011 for MCDOT to submit to MCDPS. MCDOT responsibility to submit for revised permit with MCDPS, and to obtain any necessary extensions.	Symmetry provided MCDOT with a check for \$703.00 fee + 10% automation fee for total fee of \$803.00 January 14, 2011, which was received on February 15, 2012 and received by MCDOT on February 16, 2012, as confirmed by Gary Johnson of MCDOT.
2	a) MDE NOI General Permits b) MDE Non-tidal Wetlands and Waterways Permit	X	06M00117 06-NT-0230/200664 628	6/30/2011 (Expired) 8/25/2012	Yes, MCDOT to submit Yes, MCDOT to submit	MCDOT MCDOT	MCDOT to apply for new MDE NOI permit in its name, since former permit expired as of Effective Date MDE has extended the expiration of the Wetlands and Waterway Permit by 1 year to August 25, 2012 and revised the permittee to Symmetry et Cloverleaf, LLC	Symmetry filed out the Transfer of Authorization form along with Contamination form and submitted to MCDOT on January 24, 2011 for their signature and submitted to MDE, but these were not submitted by MCDOT. In December 2011, Dewberry prepared a new MDE permit application for an NOI permit, which was forwarded to MCDOT on February 24, 2012. MCDOT is responsible to sign and submit application and print of approved Sediment Control Plan to MDE for approval and issuance of the Permit, as well as to obtain any necessary extensions thereto. On January 24, 2011, Symmetry provided MCDOT with a letter addressed to Ms. Audi Canhaugh, MDE, to request transfer of the Non-tidal Wetlands and Waterways Permit from Symmetry At Cloverleaf, LLC to MCDOT. MCDOT responsibility to sign and submit this letter, and coordinate name change for permit. It will also be MCDOT's responsibility to extend the permit past August 25, 2012.	No cost to MCDOT No Cost
	c) Corp of Eng. MDSPGP-3	X	06-NT-0230/200664 628	12/31/2013	Yes, MCDOT to submit	MCDOT	US Corp of Engineers extended their General Permit-3 (MDSPGP-3), under which this project obtained its Non-tidal Wetlands and Waterway Permit, resulting in the Non-tidal Wetlands and Waterway Permit extension through December 31, 2013. All work needs to be completed by December 31, 2013, or a new permit will be necessary under MDSPGP-4 or alternate Corps	On January 24, 2011, Symmetry submitted to MCDOT the letter to Corps of Engineers requesting transfer of the MDSPGP-3 authorization to MCDOT's name, for MCDOT's signature. It is MCDOT's responsibility to forward the letter to Corps of Engineers and coordinate name change, as well as any extensions of permit necessary.	No Cost

No.	Permit Application	Req'd	Permit No.	Expiration Date	Need to be transferred from Symmetry to County	Name to be on the Permit	Comments	Procedure	Cost
4	Sediment Control Permit	X	225228	3/20/2012	Silt/SWM Plans have been approved by MCDPS with MCDOT as the Owner.	MCDOT	The SVM and Silt plans have been approved by MCDPS. The Permit will be issued by MCDPS to MCDOT after the NEW SVM, Easement & Covenant signed by Symmetry & MCDPS, and then recorded in the Land Records.	Symmetry to sign and notarize SVM Easement and Covenants for submission to MCDPS for signature and recording in Land Records. It is MCDOT's responsibility to obtain permit once SVM Easement and Covenants signed and submitted to MCDPS, as well as any extensions necessary thereto.	On January 14, 2011, Symmetry provided MCDOT with a check for \$105, which is the recording fee. This check was re-issued on February 15, 2012 and received by MCDOT on February 16, 2012, as confirmed by Gary Johnson of MCDOT.
5	MNCR&P Forest Conservation Plan	X	119881500	N/A	old plan approval number.	MCDOT	Project had an approved Forest Conservation Plan (FCP), but it needs to be amended due to changes to the culvert outfall channel. <ul style="list-style-type: none"> Dewberry has prepared the Metes & Bounds Descriptions and Sketches for the Cloverleaf Center, Lots 2 & 3 for the Abandonment of the existing Forest Conservation Easements on Lots 2 & 3. A "Partial Release & Abandonment of Easement" was prepared by Symmetry's attorneys, Linooves & Blocher, and with the Metes & Bounds Descriptions & Sketches above referenced, submitted to MNCCPC for review, approval, signature by MNCCPC's Attorney, and recording in the Land records. The area of the existing FCP easements to be released is to be mitigated offsite at a 2:1 ratio or 0.22 acres s, by the MDCOT Advanced Reforestation Project. MCDOT still working with Dewberry, Linooves & Blocher and MNCR&P to complete this work. 	Dewberry has prepared the metes and bounds to release a part of the existing Forest Conservation Plan on Cloverleaf Lots 2 & 3 and forward to Symmetry and MCDOT in 2010; Linooves & Blocher has prepared "partial Release & Abandonment of Easement" and submitted to MCDOT and MNCR&P in Fall 2011. In mid-February 2012, Rich Weaver of MNCCPC forwarded the Partial Release to Linooves & Blocher to revise and return the revised document to MNCCPC legal staff to review. Linooves & Blocher to provide a draft revision by the end of February. It is MCDOT's responsibility to have MNCCPC sign the Partial Release document, record in Land Records, and have MNCCPC Environmental Staff sign the metes of the revised FCP. The revised FCP is still outstanding to date.	Revised FCP approval outstanding.
3	WSSC, SEP Permit	X	DA4188Z05	No expiration date	NO	Symmetry	Symmetry need to fill System Extension Permit Application and submit to WSSC. Then WSSC will issue the SEP Permit or SEP Permit can be on hold until contractor is selected then contractor will apply for the permit. For the name change on the application, Symmetry can fill out the application and forwarded to the	Symmetry needs to do the following: 1) Metes need to be updated to current standards as follows: a. Update approved sediment control plan to issue new silt sticker b. Update owner information	Including but Not Limited To: 1) WSSC fee of Transfer Ownership \$150.00 2) WSSC fee for Minor Plan Revisions \$950.00 3) SEP fee and bond amount a. Construction Inspection amount is \$14,791.72 b. Performance Bond amount is

No.	Permit	Req'd	Permit No.	Expiration Date	Need to be transferred from Sponsor's County	Name to be on the Permit	Comments	Procedural	Cost
6	Roadside Tree Permit	X	TBD		N/A	MCDOT	The permit must be obtained by the contractor from the MCDOT Highway Maintenance Section prior to the start of construction	c. Update General Notes d. Revision Block is to be revised	a. Labor and Material Bond amount is \$177,431 d. Maintenance bond amount is \$88,716 4) Dewberry's Engineering fees/costs
7	Utility Permits	X	TBD		N/A	MCDOT	MCDOT to coordinate and obtain all utility permits from utility companies	N/A	MCDOT responsible for coordination and cost of relocation of all utilities.

EXHIBIT E
CENTURY BLVD
KNOWN SWM FACILITY GRADING COSTS AS OF FEBRUARY 24, 2012

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ENGINEERING		
DEWBERRY & DAVIS	ROUGH GRADING SEDIMENT CONTROL PLAN	\$ 4,500.00
DEWBERRY & DAVIS	ROUGH GRADING SEDIMENT CONTROL PLAN	\$ 1,500.00
DEWBERRY & DAVIS	T&M BILLING FOR MEETINGS	\$ 543.75
DEWBERRY & DAVIS	T&M BILLING FOR MEETINGS	\$ 453.75
DEWBERRY & DAVIS	T&M BILLING FOR MEETINGS	\$ 206.25
DEWBERRY & DAVIS	T&M BILLING FOR MEETINGS	\$ 577.50
DEWBERRY & DAVIS	T&M BILLING FOR MEETINGS	\$ 1,567.50
DEWBERRY & DAVIS	T&M BILLING FOR MEETINGS	\$ 247.50
DEWBERRY & DAVIS	T&M BILLING FOR MEETINGS	\$ 1,072.50
DEWBERRY & DAVIS	TEMPORARY CONSTRUCTION ENTRANCE PLAN	\$ 2,100.00
DEWBERRY & DAVIS	REVIEW PIPING ISSUE 24" CMP	\$ 4,280.00
DEWBERRY & DAVIS	SITE STAKEOUT SERVICES	\$ 6,950.00
		\$ 23,998.75
SOIL ANALYSIS		
GEOTECHNICAL LAB	TESTING AND INSPECTION	\$ 1,106.80
GEOTECHNICAL LAB	SOIL TESTING	\$ 404.40
		\$ 1,511.20
PERMIT COORDINATION		
ECOTONE		\$ 3,437.50
		\$ 3,437.50
PERMIT FEES		
ROUGH GRADING		
MONTGOMERY COUNTY	INITIAL REVIEW FEE	\$ 2,084.50
MONTGOMERY COUNTY	INITIAL REVIEW FEE (ADDITIONAL AMOUNT DUE)	\$ 3,002.88
MONTGOMERY COUNTY	REVISED ROUGH GRADING PLAN REVIEW FEE	\$ 4,576.00
MONTGOMERY COUNTY	PERMIT FEE	\$ 11,870.55
MONTGOMERY COUNTY	CASH BOND	\$ 5,273.00
TEMPORARY ENTRANCE		
MONTGOMERY COUNTY	PERMIT REVIEW FEE	\$ 256.20
MONTGOMERY COUNTY	CASH BOND	\$ 5,200.00
MONTGOMERY COUNTY	PERMIT FEE	\$ 597.79
		\$ 32,860.92
CONSTRUCTION		
Z CONTRACTING	ROUGH GRADING SEDIMENT CONTROL WORK - Phase 1	\$ 120,932.45
Z CONTRACTING	PIPE LINING CHANGE ORDER	\$ 28,486.00
Z CONTRACTING	SAFETY FENCE	\$ 4,000.00
		\$ 153,418.45
ADMINISTRATIVE		
FALCON EXPRESS	MAILING OF APPLICATION AND CHECK FOR ROUGH GRADING	\$ 8.13
AMERICAN REPROGRAPHICS	COPIES OF ROUGH GRADING/SEDIMENT CONTROL PLAN	\$ 31.50
AMERICAN REPROGRAPHICS	COPIES OF ROUGH GRADING/SEDIMENT CONTROL PLAN	\$ 32.05
FALCON EXPRESS	MAILING OF ROUGH GRADING PERMIT	\$ 8.00
		\$ 79.68
CONSTRUCTION MANAGEMENT		
BASIM KATTAN	CONSTRUCTION MANAGEMENT	\$ 10,225.00
		\$ 10,225.00
TOTAL ROUGH GRADING COSTS TO DATE		\$ 225,531.50

Note: There may be additional incurred, but unbilled, expenses as of February 24, 2012.