

Exhibit 227 (c)
OZAH Case No: CU 18-08

TRAFFIC ENGINEERING HANDBOOK SEVENTH EDITION

Institute of Transportation Engineers

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Co-editors

WILEY

Document EEEE

the clearance lost time. Observers need to find a location where they can observe both the reference point for timing and the signal indication for the next phase.

5. Gaps

Gap studies can provide important results about the potential safety of crossing movements. Count boards, laptop computers, certain types of automatic vehicle detectors, video, or stopwatches can be used to collect data. With automated detectors, analysts must ensure that only the lanes of interest are being measured. Observers can collect gap data during weather that does not affect normal traffic volumes. Observers need good visibility to the reference point but also need to be inconspicuous to avoid influencing driver behavior. Observers usually collect gap data using electronic counting boards or laptop computers with time-stamp-based coding. When a vehicle in the major traffic stream crosses a reference point at the intersection of interest, the observer presses a key and the board or computer records the time elapsed since the last time the key was pressed. With no other data to collect simultaneously, one observer should have no problem collecting gap data for a multilane major street.

The size of gaps in a traffic stream depends on the traffic volume, speed on the major approach, grade on the side street (minor approach), number of lanes to cross, and the median width. Because volumes change over any given day, an analyst must sample gaps during each period of interest that has a volume different from those of adjacent periods. The mean gap has only marginal meaning in analyses using gap data. Statistics that describe the shape of the gap distribution, such as percentiles, are more useful.

Pedestrian gap studies refer to the determination of the number of available gaps in traffic passing a point that are of adequate length to permit pedestrians to cross. These studies consist of measuring the predominant pedestrian group size, determining the length of a minimum adequate gap, measuring the gap sizes in the traffic stream, and determining the quantity of adequate gaps. The study results' principal application is in analyzing roadway crossings by pedestrians to determine appropriate traffic controls and safety improvements. The results of gap studies are used in traffic signal warrant analyses and school crossing studies. To evaluate the study results, analysts compare the number of gaps either equal to or exceeding the critical gap to the number of minutes the gap measurement study is conducted.

6. Gap Acceptance

Gaps and the acceptance of adequate gaps are critical to safely and efficiently crossing conflicting traffic streams.

Gap acceptance studies are more difficult to conduct than gap studies because this type of study attempts to measure the acceptable length of a gap to make a conflicting maneuver. A gap acceptance study still requires data on the gaps presented in the major traffic stream. In addition, observers must categorize each data point as an accepted lag, a rejected lag, an untested gap (there was no minor-street vehicle present), an accepted gap, or a rejected gap. The difference between lag and gap is critical because drivers react differently to each of them. A *lag* is the time elapsed between the arrival of a minor-street vehicle ready to move into the major street and the arrival of the front bumper of the next vehicle in the major traffic stream. A *gap* is the available time in seconds between two successive vehicles at the same point in space, measured from the rear bumper of the lead vehicle to the front bumper of the following vehicle. Lags precede gaps, because a gap is measured between two consecutive main street vehicles, whereas a lag is only concerned about the time before the first main street vehicle arrives. Gap acceptance studies are conducted at locations such as two-way-stop-controlled intersections or roundabouts to determine the critical gap (or minimum gap) for capacity calculations or for calibration of simulation models.

The simplest procedure for collecting gap acceptance data with typical agency equipment requires an observer with a count board, laptop, or video. If a video is utilized in the field, a technician with a computer in the office would need to record the data into a computer so that it can be easily manipulated during analysis. Data collected in 2-second bins are adequate for most gap acceptance studies. Ramsey and Routledge (1973) suggest that 2-second bins require a sample of 200 acceptances, and 1-second bins require a sample of 500 acceptances (with a somewhat higher-quality result for the 1-second bins). Observers can also collect gap acceptance data with laptop computers at the intersection or with videotape that has an on-screen clock. At intersections with low volumes, two observers with a watch and a form can usually collect gap acceptance data successfully.

1 THE MONTGOMERY COUNTY PLANNING BOARD OF
2 THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

3
4
5 PRIMROSE DAYCARE CENTER - NEEDWOOD ROAD

6 CU-18-08

7
8 T R A N S C R I P T
9 O F
10 P R O C E E D I N G S

11
12 COUNTY ADMINISTRATION BUILDING

13 Silver Spring, Maryland

14
15 November 7, 2019

16 VOLUME 1 of 1

17
18 **PRESENT:**

19 CASEY ANDERSON, Chair

20 NATALI FANI-GONZALEZ, Vice Chair

21 GERALD R. CICHY, Commissioner

22 **ABSENT:**

23 TINA PATTERSON, Commissioner

24 PARTAP VERMA, Commissioner

25 **Deposition Services, Inc.**

12321 Middlebrook Road, Suite 210

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Tel: (301) 881-3344 Fax: (301) 881-3338

info@DepositionServices.com www.DepositionServices.com

OTHERS PRESENT:

ELSABETT TEFAYE, Planner Coordinator

KATHERINE NELSON, Environmental Planner

FRED BOYD, Supervisor & Master Planner

CHRIS AUSTIN, Staff member

RICHARD WEAVER, Division Chief

CHRISTINA SORRENTO, Legal Counsel to the Planning Board

JODY KLINE, Attorney for the Applicant

GLENN COOK, Traffic Consultant for the Applicant

C O N T E N T S

SPEAKERS

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Charles Berman

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Carol Kosary

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Glenn Cook

45

the level of the Hearing Examiner, and there, there are many issues that I'm not going to get in today with you that, that you know is, is this, you know 195 kids on a primary residential road, that's getting too much traffic, no. I mean it, it's just not going to work. I don't know what more I can say. Think about what you're doing to our home.

CHAIR ANDERSON: Thank you. Okay. Mr. Kline?

MR. KLINE: Just briefly. Good afternoon for the record my name is Jody Kline, I'm attorney for the applicant. There are gentlemen here with me and they'll introduce themselves should they go ahead and speak to you. I appreciate Mr. Weaver's comments about the challenges this application had, and it certainly had challenges. He's sort of saved me trying to go through all of them. But it didn't relate to the use or the size of the use, it related to the property and how do you get on and off the property because of the features of Needwood Road and Carnegie Avenue.

Dr. Kosary is not incorrect that we're dealing with an unusual situation where we have a drive lane onto the property it's basically abutted up against her property, but it's driven by the fact that if you look at the graphic that's up on the screen right now, the only place where we can get access to the property today, or for redevelopment of the property is in that far, what would be the upper left hand corner of the property. That's, I wish I had brought

basically a -- Thanks. Sure. Yes, the point I was trying to make is today there's an existing residence in the center of the property and there's a driveway in the approximate middle of the property. However, that does not meet the sight distance standards in the County's regulations. So, the only way you can access this property now from Needwood Road, thank you, is where we're showing you here and there is a limited area in this around here where we have the proper line of sight. That's why we had all the challenge, that's why we actually considered using Carnegie Avenue to get to on the property, but it had the same problems here. So this is the only place that you can come onto the property and get access to it.

So, if I was standing here with a two-lot subdivision, I'd be doing the same thing for a driveway because it's the only way we can get access to the property. Did you want to say something, Ms. Gonzalez? No?

So what happens is we can't get the driveway into the property and then curve it around the building fast enough so we have to bring it along the northern edge of the, or I'm sorry, the eastern edge of the property and the initial feature that Dr. Kosary points out is that when you're dealing with a conditional use in a residential zone you have to double the side yard setback. The church that you see up here is correctly, its parking lot is 17 feet

beltway and you're going to kill it. Just an observation.

CHAIR ANDERSON: All right. Well, I'm sorry, I just don't, I just cannot get behind the idea that a 200- student school of whatever kind is not compatible in a residential area. Whether it was there before or not, with all due respect, I just can't, I don't see it. On the traffic thing, I mean I would suggest that there should be some more discussion of the gap analysis. It's not so much the intersection, you know, CLV measurements, it's more about is it safe to have people coming, turning left in and out, you know, when you've got a lot of traffic that's moving pretty quickly. To me that's the juggler vein of the whole thing is, is access safe at this location. I mean I'm not really quite getting the topography issues which I take it are the sight lines.

MR. KLINE: There's a hump in the middle --

CHAIR ANDERSON: Questions --

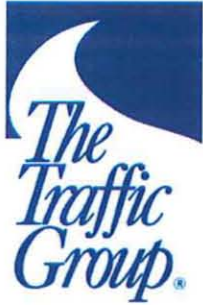
MR. KLINE: -- in the middle of the property.

CHAIR ANDERSON: Yes, I mean I infer that that's what going on but it's not obvious to me how that works here.

MR. KLINE: Yes, right.

CHAIR ANDERSON: But I think that's something that the Hearing Examiner should examine more closely, and I think that's appropriate for the Hearing Examiner.

MR. KLINE We will be prepared to do that, sure.



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Texas
Virginia
West Virginia

December 8, 2014

Mr. Steve Foster, Chief
Access Management Division
Maryland State Highway Administration
707 North Calvert Street
Baltimore, Maryland 21202

Attn: Eric Waltman

RE: Dowden's Station
Montgomery County, Maryland
SHA Tracking No: 14APMO038XX
Zoning Application No: G-957
Our Job No: 2013-0605

Dear Mr. Foster:

The Traffic Group, Inc. has received your letter dated December 1, 2014 regarding the Gap Study that was prepared for the Dowden's Station project located along MD 355 at Roberts Drive Extension. Below, each of your comments is restated along with our response. It is our opinion that these responses adequately address all of your concerns and no further submittals or analysis should be required.

Comment #1: Please confirm how the number of trips that are projected to enter and exit the proposed site driveway during the AM and PM peaks (by movement) was determined. It is stated that the demand was taken from the LATR, but Table A-4 in the latest LATR indicates that approximately 69 trips are expected to enter the site during the PM peak for 105 single family housing units, 57 trips for 105 townhome units, and 33 trips for 105 garden and mid-rise apartment units. The demand for left turns from MD 355 to the site driveway is listed as 9 vehicles in the gap analysis summary, which appears to be lower than what the LATR would suggest, even accounting for trips entering the driveway from southbound MD 355.

Response #1: The distribution for the LATR dated July 26, 2013 was reviewed and approved by M-NCPPC Staff. Because of the site's location relative to I-270, it is anticipated that 88% of the traffic will be oriented to and from the north. The traffic will then utilize Stringtown Road to access I-270. As a result, the distribution to the south along MD 355 is minimal and the corresponding number of trips is correct as shown within the analysis.

Comment #2: The gap analysis indicates that a maximum of 837 vehicles performing a northbound left turn from MD 355 to the proposed driveway could be accommodated by the gaps in traffic during the PM peak hour (accounting for initial time gaps and follow-up headway). It appears impractical that such a large volume of vehicles could be accommodated. What the analysis may not consider is that

MD 355 is a two lane road in the vicinity of the proposed driveway. Any minimal delay a northbound left turn vehicle would experience would likely cause some level of delay to the northbound through vehicles behind it. Since it is unlikely that vehicles desiring to perform a left turn would always be present in the traffic stream directly behind one another, it is impractical to always assume that a following left turn vehicle could use the initial left turn vehicle's gap with only 2.2 seconds of follow-up time needed. It is possible that the northbound left turn vehicles could have a greater than nominal impact on northbound through vehicle delays.

Response #2: *As shown within the total condition, there are total of 393 southbound thru vehicles and nine northbound left turns. The gap analysis clearly demonstrates that the nine projected left turns can be accommodated without impacting northbound thru traffic. The Critical Lane Volume (CLV) at the intersection of MD 355 at the site access is 763 during the morning peak period and 877 in the evening peak period, both of which correspond to LOS "A" conditions. Because of the minimal demand, no additional improvements are recommended.*

Comment #3: In relation to the comment above, we recommend that a Synchro/SimTraffic queuing analysis be performed to simulate the potential impacts of the northbound MD 355 left turning vehicles on northbound MD 355 through vehicle operations. It is possible that a left turn storage lane or bypass lane would be necessary along northbound MD 355 at this location.

Response #3: *The validity of a traffic model is questionable for such a low demand. Since only two vehicles would be turning left into the site during the morning peak period, that represents one vehicle approximately every 30 minutes. Similarly, during the evening peak period with a demand of nine vehicles, one vehicle will be entering approximately every six to seven minutes. As stated above, nor further improvements should be required because of the minimal demand.*

It is our opinion that these responses adequately address your concerns. If you have any further questions, please do not hesitate to contact us. We look forward to receiving your approval on this submittal.

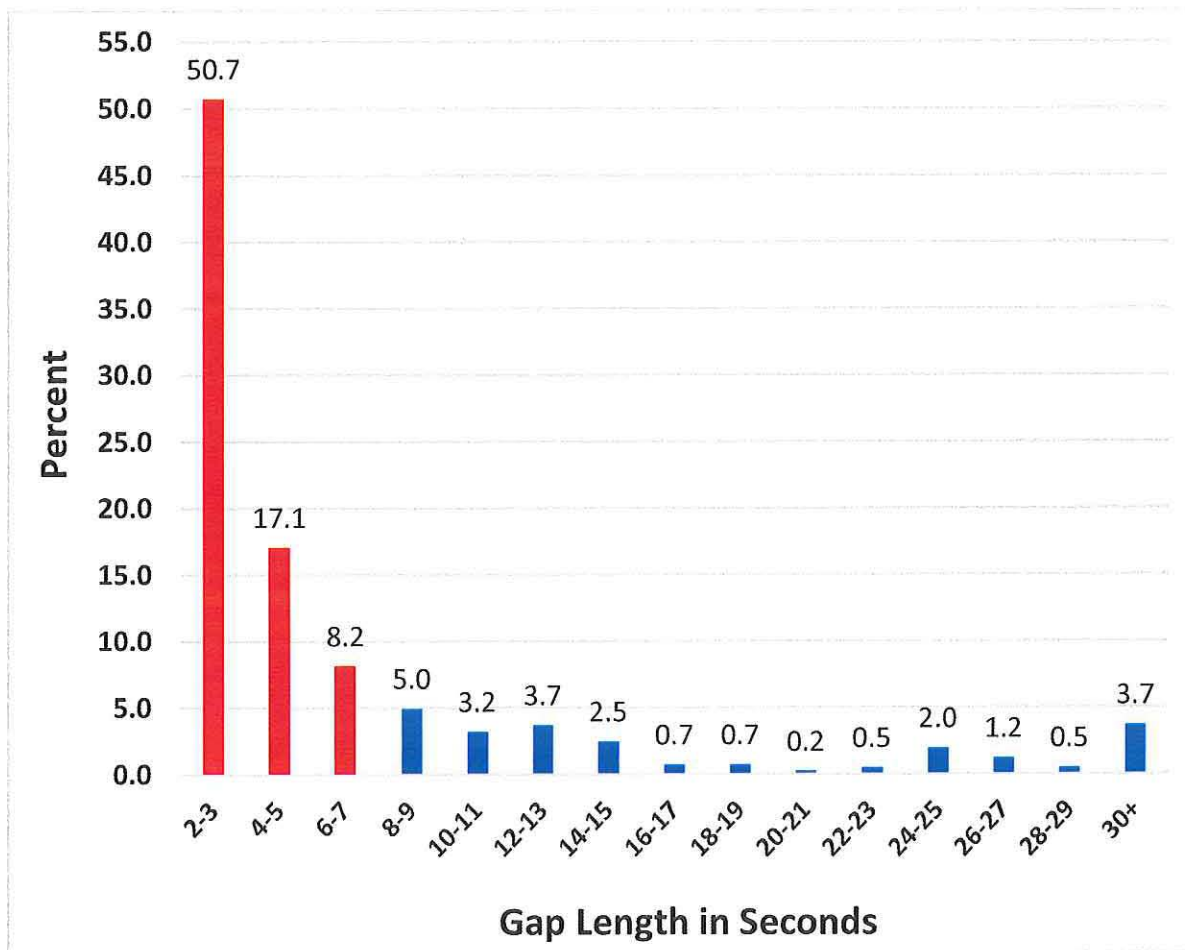
Sincerely,



Carl R. Wilson, Jr., P.E., PTOE
Senior Project Manager

cc: Jody Kline
Mike Fisher
Jonathan Lerner
Steve Crum

Percent Distribution of Gaps by Gap Length in Seconds
Needwood Road at Carnegie Ave
7:45-8:45 AM



Note: Data from Exhibit A, OZAH Exhibit 161b



Montgomery County Plan Maryland Map



Mark Symborski, Planner Coordinator, mark.symborski@montgomeryplanning.org, 301-495-4636



Mary Dolan, Chief, Functional Planning and Policy, mary.dolan@montgomeryplanning.org, 301-495-4552

Completed: 06/05/2014

Description

In compliance with State law, the Maryland Department of Planning (MDP) has developed PlanMaryland, the State's first long-range plan for sustainable growth, achieving a vision first laid out by the General Assembly a half century ago. PlanMaryland is a State-wide Plan to better coordinate Smart Growth efforts and programs of State government. MDP issued guidance for local jurisdictions with planning and zoning authority to use in developing local PlanMaryland maps, subject to State review and Smart Growth Subcabinet approval. Local jurisdiction input into the PlanMaryland process is voluntary, but the State will create local maps for jurisdictions that do not elect to do so. Working with the State to create a PlanMaryland map has the benefit of bringing more detailed local information and priorities into the mapping process. Staff has worked closely with MDP, Planning Department Area Divisions, Historic Preservation, and Department of Parks staff as well as the County Agricultural Preservation staff in applying the guidelines to develop a Draft Montgomery County PlanMaryland Map. With the approval of the Planning Board, staff will submit the Draft Map to MDP for review. After MDP review, the Draft Map will be submitted to the Smart Growth Subcabinet for review. Local governments will be informed of the Subcabinet's review and have an opportunity to provide input to the Subcabinet prior to the final Planning Area identification decision.

Staff Recommendation: Review and Comment /Approval to Submit a Montgomery County PlanMaryland Application to MDP for Review

Background

PlanMaryland

PlanMaryland is an executive policy plan that better coordinates the smart growth efforts and programs of state government. The Governor filed the Plan with the Secretary of State, as required by law. The State developed Guidelines for local jurisdictions in preparing local PlanMaryland maps. State agencies will work to identify changes in state funding and policy to achieve the goals of the plan, and to work with local governments on delineating areas for future growth and preservation.

The intent is to provide a State-wide framework to better protect environmentally sensitive areas, such as wetlands, forest and productive farmland that have become fragmented and compromised by decades of sprawl, and to promote growth in cities and towns where people can live, work, shop and play and be less car-dependent to do those things.

Funding Area or as an addition to it. In municipalities, Future Growth Areas may be parcels identified in the local comprehensive plan's municipal growth element. Local and State resources are not usually allocated to advance development of these areas in the near term, but these areas are included in long-range planning efforts to ensure the continuity of public infrastructure and land-use compatibility.

Large Lot Development Areas

Large Lot Development Areas can be characterized as low density, auto-dependent and single-use, with large lot single-family houses being the most prevalent land use. Typically, these areas are not served by public water and sewer, but may require higher levels of public services than agricultural and other resource-based uses. Some of these areas accommodate significant population.

Rural Resource Areas

Rural Resource Areas are typically those areas in a jurisdiction where land preservation and conservation efforts take place. Generally, these are not located in urban areas. They often have resource-based industries such as agriculture or forestry that need to be protected. Other areas may have natural, historic, or cultural resources that may be endangered by development. In many cases, these Rural Resource Areas also have identified one or more Planning Areas for Preservation/Conservation for added resource protection.

Planning Areas for Preservation/Conservation

PlanMaryland also establishes five Preservation/Conservation Planning Area categories to identify areas to protect and preserve. These are generally locations where State and local resources and/or regulations are devoted to land preservation and resource conservation. The Preservation/Conservation Planning Areas function as overlays to the Planning Area—Places to provide additional information, and may overlap with the Places areas and with each other. The Preservation/Conservation Planning Areas are:

1. Priority Preservation Areas for Agriculture;
2. Natural Resource Areas;
3. Water Resource Areas;
4. Historic and Cultural Areas; and
5. Climate Change Impact Areas

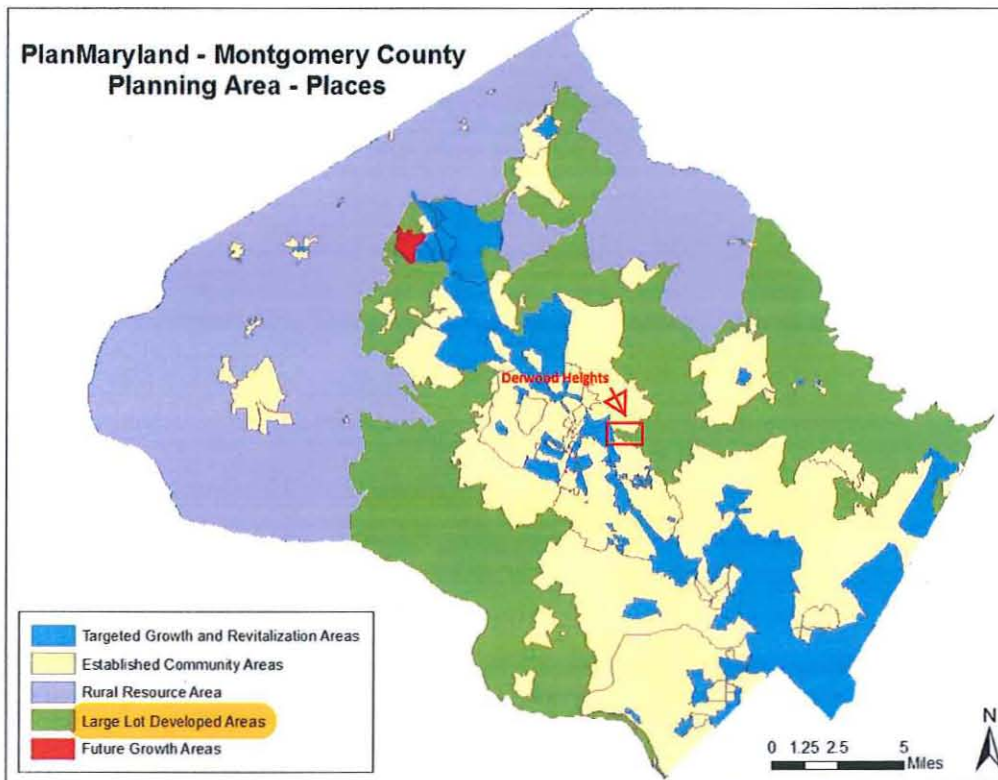
Priority Preservation Areas for Agriculture

Priority Preservation Areas (PPA) for Agriculture are identified by local plans as intended for the conservation of agricultural and related rural resource lands. These (mostly) undeveloped lands lie outside Priority Funding Areas. These areas are recognized by the State Agricultural Certification Program. Consequently, State and local programs are already coordinating in many of the ways conceived by PlanMaryland for this category of Preservation/Conservation Planning Areas.

Planning Areas - Places:

- Targeted Growth and Revitalization Areas: Sustainable Communities Boundary that was approved for Montgomery County by MD-DHCD. Additional areas added based on comments from community planners and meeting with state representatives:
 - Ashton commercial area
 - Bethesda Downtown Plan area
 - Chevy Chase Lake
 - Areas of Clarksburg east and west of I-270
 - Lyttonsville Rosemary Hills section not in TGRA
 - Sandy Springs Rural Village Plan area
 - Westbard
- Established Community Areas: The areas which are within the Priority Funding Area but outside of the Targeted Growth and Revitalization Areas and minus any Future Growth Areas
- Rural Resource Areas: The Agricultural Reserve with the PFA removed
- Large Lot Developed Areas: All of the areas which are not in the PFA, Agricultural Reserve or Future Growth Areas
- Future Growth Areas: Pulte Property (west of I-270) with additional areas to Clarksburg Rd

The following map shows the four non-overlapping Planning Areas—Places:





RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY. FOR OTHER TYPES OF PROPERTY INCLUDE APPROPRIATE ADDENDA.

BROKER: [Signature] BRANCH OFFICE: _____
 OFFICE PHONE: 301-869-1234 FAX: 301-869-1234 BROKER/AGENT ID: 3386
 SALES ASSOCIATE: [Signature] E-Mail: [Signature] PHONE: 301-869-1234
 ACTING AS: ☒ SELLER AGENT (WHETHER "COOPERATING AGENT" OR "SELLING AGENT"); OR
☐ BUYER AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

IN COOPERATION WITH

BROKER: [Signature] BRANCH OFFICE: _____
 OFFICE PHONE: [Signature] FAX: [Signature] BROKER/AGENT ID: _____
 SALES ASSOCIATE: [Signature] E-Mail: [Signature] PHONE: _____
 ACTING AS: ☐ LISTING BROKER AND SELLER AGENT; OR
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 22 of this Contract.

As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:01 a.m. to and including 11:59:59 p.m. E.S.T. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

1. DATE OF OFFER: October 26, 2006
 2. SELLER: NAME: [Signature] D. CRANE
 ADDRESS: 18900 WOODWAY DR BETHESDA, MD. ZIP: 20855
 3. BUYER: NAME: LANDSCAPE HANDSCAPES
 ADDRESS: 3305 LEE HIGHWAY MARTIN, VA ZIP: 22031
 4. PROPERTY DESCRIPTION: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 7430 NEEDHAM RD.
 located in BETHESDA

City/County, Maryland, Zip 20855 together with the Improvements thereon, and all rights and appurtenances thereto belonging.

5. PURCHASE PRICE: The purchase price is 1,000,000.00 Dollars (\$).

6. SETTLEMENT: Date of Settlement May 24, 2007 or sooner if agreed to in writing by both parties.

7. ESTATE: The Property is being conveyed: in fee simple or subject to an annual ground rent, now existing or to be created, in the amount of Dollars (\$)

payable semi-annually, as now or to be recorded among the Land Records of Bethesda, MD City/County, Maryland. If the Property is subject to ground rent and the ground rent is not timely paid, the owner of the reversionary interest (i.e., the person to whom the ground rent is payable) may bring an action of ejectment against the leasehold owner pursuant to Section 8-402.2 of the Real Property Article, Annotated Code of Maryland (as amended). As a result of this action, the owner of the reversionary interest may obtain title to the Property in fee, discharged from the lease.



Residential Contract of Sale

18. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

(a) An Initial Deposit(s) by way of cash in the amount of \$11,111 Dollars (\$) at the time of this offer. (b) An additional Deposit(s) by way of cash in the amount of \$11,111 Dollars (\$) to be paid within 10 days from the Date of Contract Acceptance. (c) The purchase price less any and all Deposit(s) shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement. (d) All Deposit(s) will be held in escrow by: County Realty Trust

19. FINANCING: This Contract is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

(Mark)

☒ Assumption Addendum

☐ Conventional Loan as follows:

Loan Amount \$ _____

Term of Note _____ Years

Amortization _____ Years

Interest Rate _____ %

Loan Program _____

☐ FHA Financing Addendum

☐ Gift of Funds Contingency Addendum

☐ Owner Financing Addendum

☐ VA Financing Addendum

☐ OTHER: _____

☐ No Financing Contingency

20. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make written application for the financing as herein described within 10 days from the Date of Contract Acceptance.

If such written financing commitment is not obtained by Buyer within 10 days from the Date of Contract Acceptance, Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the release of Deposit(s) agreement shall provide that Deposit(s) shall be returned to Buyer.

21. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in Paragraph 19 "Financing"; Paragraph 20 "Financing Application and Commitment"; and the provisions of Paragraph 14 "Buyer Responsibility". Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in Paragraph 19 above, or any addendum to this Contract, the provision of Paragraph 19 or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in Paragraph 20 above, or any addendum to this Contract.

22. DEPOSIT(S): Buyer hereby authorizes and directs Broker as specified in Paragraph 18-d of this Contract to hold the Initial Deposit(s) instrument without negotiation or Deposit(s) until the parties have executed and accepted this Contract. Upon acceptance, the Initial Deposit(s) and additional Deposit(s) (the "Deposit(s)"), if any, shall be placed in escrow as provided below and in accordance with the requirements of Section 17-502(b)(1), Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the Initial Deposit(s) instrument shall be promptly returned to Buyer. Brokers may charge a fee for establishing an interest bearing account. Buyer and Seller instruct Broker to place the Deposit(s) in: (Mark One)

☒ A non-interest bearing account.

OR ☐ An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer.

The Deposit(s) shall be disbursed by Broker at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit(s) shall be disbursed by Broker only in accordance with a release of Deposit(s) agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a release of Deposit(s) agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit(s) in accordance with the provisions of Section 17-505(b)(1), Business Occupations and Professions Articles, Annotated Code of Maryland.

23. CONVENTIONAL LOAN LENDER FEES/CHARGES: Buyer agrees to pay loan origination/loan discount fees of 1.5% of the loan amount, and Seller agrees to pay loan origination/loan discount fees of 1.5% of the loan amount. Buyer shall receive the benefit of any reduction in said fees. All loan insurance premiums as required by Lender shall be paid by Buyer. If the existing loan is to be transferred to/assumed by Buyer, Buyer agrees to pay all fees and charges required by Lender.

Buyer

Page 4 of 10

10/05

Seller

Residential Contract of Sale

Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

51. **ELECTRONIC DELIVERY:** The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal.

<u>[Signature]</u> Buyer's Signature	<u>11/16/06</u> Date	<u>[Signature]</u> Seller's Signature	<u>11/16/06</u> Date
<u>[Signature]</u> Buyer's Signature	<u>11/16/06</u> Date	<u>[Signature]</u> Seller's Signature	<u>11/16/06</u> Date

DATE OF CONTRACT ACCEPTANCE:

[Signature] [Signature] TIME = _____
Final Date of Acceptance & Ratification

[Signature] [Signature]
TIME = _____ DATE _____

ADDENDUM #1

This addendum will override and control any other paragraphs related to the septic, the well, and the removal of the gas tank.

Sale price to be with the following terms and conditions.

Buyer to put down

Seller to hold note with a 30 year amortization payable in

Buyer may pay off at anytime prior to expiration of 3 year balloon with no penalty.

Septic, well, and gas tank terms and conditions

Buyer will pay any costs to bring septic and well up to compliance with all county requirements and regulations and in proper function.

Buyer to pay for removal of gas tank and any related environmental issues and costs.

~~Seller to reduce remaining balance of contract due in the amount incurred by buyer to bring well and septic up to compliance and make proper function as well as gas tank removal as mentioned above~~

EXAMPLE:

Sale price:

Less cost to bring water and septic to functioning level:

~~Less cost to remove gas tank:~~

Net sale price:

Less down payment:

Note value

\$

\$

\$

\$

\$

xxx,xxx.xx

xxx,xxx.xx

xxx,xxx.xx

Buyer's signature

Date

Buyer's signature

Date

Seller's signature

Date

Seller's signature

Date

* Buyer to incur all costs in reference to the well & septic certification & satisfactory testing; also any cost for the tank removal.
** Disclaimer forms # 912 to be in full



SEE ADDENDUM #1 ADDENDUM TO CONTRACT OF SALE

The Real Estate Contract is hereby amended by addition of the following which is incorporated in the Contract between

William D. Cron Seller and SAVASTER LANDSCAPES
 Purchaser, dated 10-26-06, for the sale of the property
 legally described as Lot 8, Block A / Unit # , Subdivision/Project IMPERWOOD HILLS,
 known as (Address) 7430-Needwood Rd Imperial (City) MD 20855 (Zip)
 (Street) (City) (Zip)

1. **SECOND TRUST** (To be placed or assumed). Purchaser is to execute a second deed of trust in lender's usual form secured by said property of years and bearing interest at the rate of percent (%) per annum, payable at approximately dollars (\$) per month.
2. **TRUST** (Seller to Take Back). The declared purchase money amounting to dollars (\$) is to be secured by a deed of trust in usual form on said property to be paid in monthly installments of or more, without penalty, at maker's option, including interest at the rate of percent (%) per annum, each installment when so paid is to be applied first to the payment of interest on the amount of principal remaining and the balance thereof credited to the principal, which deed of trust Seller agrees to accept as a part of the purchase price. If required by Seller: (i) the deed of trust shall provide that Purchaser will submit to Seller, on a yearly basis, evidence that Purchaser has paid or caused to be paid not later than the date due all real property taxes and assessments and all insurance premiums for policies of insurance on the property and (ii) Purchaser shall, prior to or at settlement, obtain at Purchaser's expense a policy of title insurance naming Seller as the insured thereunder in an amount equal to the principal amount secured by the deed of trust. In case of default in any payment, the entire amount then remaining unpaid shall immediately become due and payable. Said trust and note may not be assumed or title taken subject to said trust and note without the prior written consent of the note holder. The entire unpaid balance shall be due and payable in full within .

IF NON SELF-AMORTIZING, SEE ATTACHED ADDENDUM.

3. **CONSUMER REPORT AUTHORIZATION.** In the event that terms of this contract require Seller to take back financing from Purchaser, and Seller desires to obtain a Consumer Report (Credit Report) regarding Purchaser, Seller must notify the listing Agent within five (5) days of the date of ratification of this contract, in writing, that the Agent is authorized and directed to order such report. In the event such a report is ordered within the stated time period, then this contract of sale shall be contingent upon approval of a satisfactory Credit Report by Seller within five (5) days after receipt of said report by Seller. If Seller does not approve the credit standing of Purchaser, Seller shall notify the listing Agent in writing within five (5) days after receipt of the report of his rejection of Purchaser's credit. In that event this contract shall be null and void and deposit returned to Purchaser. Failure to notify the listing Agent of the rejection of Purchaser's credit within the time provided shall constitute a waiver of the benefits of this provision and/or an approval of Purchaser's credit. Additionally, if Seller shall fail to order the said report within the five (5) days following the date of ratification of this contract, Seller waives the benefits provided in this paragraph. Purchaser hereby authorizes Agent to order and obtain a Credit Report from a credit reporting agency to be used in connection with this transaction where Purchaser has applied for an extension of credit. Further, in the event the Agent is acting on behalf of a Creditor, Seller or other party directly or indirectly affected by this transaction, Purchaser hereby authorizes the Agent to forward all or any portion of the information contained in the said report to the Creditor, Seller, or any other party directly involved. The cost of said report is to be paid by Purchaser.

Seller

Seller

Date

Purchaser

Purchaser

Date

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Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2006

ANNUAL BILL

TAX PERIOD 07/01/2006-06/30/2007

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00050664	26004145	7430 NEEDWOOD RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE

PROPERTY DESCRIPTION
DERWOOD HGTS 1308/349

CRONE, DEBRA D ET AL
18900 WOODWAY DRIVE DERWOOD, MD 20855

LOT	8
BLOCK	A
DISTRICT	04
SUB	502
CLASS	R042
REFUSE AREA	R8
REFUSE UNIT	1

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
STATE PROPERTY TAX ?	323,846	0.1120*	362.71
COUNTY PROPERTY TAX ?	323,846	0.9160*	2,966.43
SOLID WASTE CHARGE ?		260.3800	260.38
BAY RESTORATION FUND ?			52.50
WATER QUAL PROTECT CHG (RSFD)			25.23
TOTAL			3,667.25

PRIOR PAYMENTS ****

\$3,667.25

Document JJJJ.2

1/11/2021, 8:49 AM

CORPORATE HEADQUARTERS
8505 Lee Highway - Fairfax, Virginia 22031
(703) 846-0944 - Fax: (703) 846-0952
lancasterlandscapes@gmail.com
www.lancasterlandscapes.com



WS 4-30-08
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April 8, 2008

Ms. Allison Fultz
Chair of Board of Appeals
100 Maryland Avenue, Room 217
Rockville, MD 20850

Re: Case No. S-2718

Dear Ms. Fultz:

Lancaster Landscapes is withdrawing its application for a special landscape exception per the above referenced case number. A hearing was never held regarding this case.

A meeting was held on December 17, 2007 with Staff to voice objections to the submitted plan and as a result, we decided to downsize the plan. However, after further review and considering the county received over 100 letters from residents in the neighborhood voicing their objections to the plan and that "stop the landscape company signs" were posted throughout the neighborhood, we concluded that pursuing the project would not be in our best interests.

Since no hearing was held for this special exception, we are requesting a refund of \$6,850.00 for the filing fee that was paid.

If you have any questions or need any additional information, please give me a call at 703-846-0944.

Sincerely,

Walter G. Fitzgerald
Principal



4-14-08

Document KKKK

EXHIBIT NO. 149
REFERRAL NO. S-2718

DATE: December 21, 2007

TO: Office of Zoning and Administrative Hearings
Stella R. Werner Council Office Building
100 Maryland Avenue, Room 200
Rockville Md. 20850

FROM: Carol L. Kosary & Paul S. Posey
7416 Needwood Rd.
Derwood, MD 20855

RE: Opposition to Special Exception S-2718 (Lancaster Landscapes)
Addendum to Letter of November 27, 2007

Since our letter of November 27, 2007 opposing the petition for a special exception for a Landscape Contractor at 7430 Needwood Rd., two additional issues have come to our attention.

1. Blind Intersection at Carnegie Ave. and Needwood Rd.

We have wondered why, when the South Riding subdivision was developed, Carnegie Ave. was blocked at the edge of the development rather than being brought through to Needwood Rd. so that residents could exit unto Needwood Rd. by way of Carnegie Ave. We have now learned that at the time the subdivision was developed, extending Carnegie Ave. to Needwood Rd. was prohibited because this would have created a blind intersection. There is no way to eliminate this impediment due to the fact that the west bound lane of Needwood Rd. is at the crest of a small hill at the point where it is crossed by Carnegie Ave.

This increases the safety risks even more, should this petition be permitted. Not only would trucks be exiting onto Needwood Rd., through this blind intersection on a daily basis, the large delivery vehicles servicing the site, which include fuel trucks carrying highly flammable gasoline, would also be exiting blindly.

2. Homeowner Insurance Exclusion of Incidents Due to Escaped Fuel

We were surprised to learn, during a recent review of our homeowner's insurance policy, that we are not covered for any losses which are due to escaped fuel. As this special exception is seeking to install above ground tanks which will hold a total of 750 gallons of fuel and which will require frequent visits by fuel tankers, this is of great concern to us. Any accident involving these tanks or their refueling operations which impacts our property would leave us exposed to potentially lengthy and expensive litigation with the applicant in order to recover our losses.

Select Language

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Development Activity Information Center



Montgomery County Planning > Development Review > Development Activity Information Center

Plan Number: 119862440

<< Back [Bookmarks this!](#)
[New Search?](#)

Online Documents:

[Search for Related Plans & Reports](#)

Application #:

119862440

Application Type:

PRELIMINARY PLAN

Application Name:

CARNEGIE PROPERTY

Site Location:

SE QUADRANT OF THE INTERSECTION OF NEEDWOOD ROAD
AND CARNEGIE AVENUE

Size:

29 ACRE

Master Plan:

Upper Rock Creek

Watershed:

Upper Rock Creek

Proposed Development

Application Status	Zoning	Proposed Qty	Development Type
Original Application	RE-1	29	Single Family, Detached

Future Planning

Board Action:

NO

Approved Development

Planning Board Date	Planning Board Action	Approved Qty	Development Type
7/9/1987	APPROVED	29	Single Family, Detached

Applicant

HERITAGE BUILDERS, INC.
26 N. SUMMIT AVE
GAITHERSBURG, MD 20879

Attorney

LOIDERMAN ASSOCIATES
15200 SHADY GROVE ROAD
ROCKVILLE, MD 20906
Day Phone: 3019482750

Owner

CARNEGIE INST. OF WASH.
1530 P. N.W. ST.
WASHINGTON, DC 20005

Related Plans & Documents

[Search for Related Plans & Reports](#)

Related Applications

Application Number	Application Type
219872730	RECORD PLAT
219872740	RECORD PLAT

The Maryland-National **Important Note:** The Commission provides the Development Activity

Document MMMM

2/4/2021, 8:00 AM

WASHINGTON SUBURBAN SANITARY COMMISSION (WSSC)

2018 DEVELOPMENT SERVICES CODE

(Formerly known as Development Services Process Manual)

Effective Date: August 1, 2018

CERTIFICATION OF AUTHORITY

The General Counsel certifies that the statutory authority for the adoption of this Code is:

Maryland Code of Maryland:

Maryland Public Utilities Article:

§§ 17-403, 17-406, 21-101, 23-101, 23-102, 23-104, 23-201, 23-202, 23-203,
24-101, 24-102, 24-103, 24-104, 24-105, 25-101, 25-301, 25-302, 25-303,
25-304, 25-401, 25-402, 25-403, 25-405, 27-107

This code supersedes all of the following:

Development Services Code – April 15, 2016

Development Services Process Manual

ENG 04-10 (Grinder Systems)

D 90-01 Procedures for Issuing W.S.S.C. Construction Permits

PD 99-01 Procedure for Implementing an MOU for Construction of WSSC

Systems/Facilities by Others (specifically repealed by the adoption of Procurement Regulations on August 1, 2012)

Water and Sewer Authorization Process Manual

2015 Plumbing and Fuel Gas Code:

Chapter 1, Section 111: Administration – Connection to the Commission's Systems and Metering

Chapter 7: Site Utility Systems

CHAPTER 11

SERVICE CONNECTIONS

SECTION 1101

STANDARD CONNECTIONS ABUTTING

1101.1 Standard Service Connection. In general, a standard connection is a lateral service pipe that is constructed by the WSSC or its designee from a WSSC water and/or sewer main (mostly at a 90° angle) to a property line or to the edge of a WSSC easement. Pursuant to the Public Utilities Article, Division II of the Annotated Code of Maryland, WSSC may not grant water or sewer *service connections*, hookups or authorizations for service or otherwise extend water and sewer service to any new development within the WSSD unless the development is in conformance with adopted and approved plans, programs, and policies of the applicable county's comprehensive water and sewerage plan, amendment, or revision. (Figure 11.1)

1101.2 Hook-up. A connection pipe is needed to hook-up the on-site plumbing system(s). Work done to install and hook-up lines from the property line (connection) to a building or home is the sole responsibility of the property owner. Such work must be done by a registered master plumber and not the WSSC.

1101.3 Abutting property. A WSSC main will be located either in a Dedicated WSSC Easement or a Public Right-of-Way and is considered to abut a property when:

a) The main:

- 1) extends to a property's boundary line or;
- 2) lies within a property's boundary line or;
- 3) is located in a public right-of-way which is parallel or adjacent to any of the property's boundary lines. (Figures 11.1 and 11.2)

- b)** The main terminates at or near a roadway intersection and the property(ies) directly ahead of the main located at the top of the intersection is considered abutting regardless of whether FFBC have been assessed or not. Note: if the main were to be extended to the property line(s) and it falls between two lots or parcels, both properties will be considered abutting. (Figures 11.3 and 11.4)
- c)** The WSSC easement line(s) coincides with the property line or is located within the private property. (Figure 11.5)

1101.4 Service Connections May Be Allowed If

- a) The connection is to 24-inch and smaller ductile iron or cast iron water mains;
- b) The connection is to 12-inch and smaller gravity sewer mains;
- c) Connections into existing Low Pressure Sewer Mains of any size if capacity is available.

1101.5 Special Conditions.

- a) **Large/Busy Roadways.** A standard connection does not apply when a main is abutting a property and it is located on the opposite side of a large or busy roadway. If two or more properties are located on the road opposite the main, a mainline extension across the road will be required to get service on the correct side. From there, the main can be extended as needed to serve properties on that side of the large/busy roadway.
(Figure 11.6)
- b) **Non-abutting Flag Lots.** Flag lots that do not have front footage abutting the public roadway and are located behind lots completely separating them from the public roadway must be served by an extension built into a dedicated easement to serve them. Because the 'shared ingress/egress easement' they use to access their lots (shared driveway) is not wide enough to contain individual water or sewer connections for each property, a mainline extension may be built in the shared ingress/egress easement (shared driveway) to serve all the lots. (Figure 11.7)

SECTION 1102 **NON-ABUTTING SERVICE CONNECTIONS**

1102.1 General. Non-abutting service connections are generally not allowed except under the below specified conditions. In addition, pursuant to the Public Utilities Article, Division II of the Annotated Code of Maryland, WSSC may not grant water or sewer *service connections*, hookups or authorizations for service or otherwise extend water and sewer service to any new development within the WSSD unless the development is in conformance with adopted and approved plans, programs, and policies of the applicable county's comprehensive water and sewerage plan, amendment, or revision.

1102.1.1 Qualifying Factors for Non-abutting Service Connections.

- a) A maximum of two non-abutting properties (including flag-lots) are left to be served. In the event there are additional properties beyond the Applicants' that will require service in the future, a mainline extension is required. (Figure 11.8)
- b) The distance (footage) from the main to the property line does not exceed 200 feet +/- (Figure 11.9) The distance criteria is based on:
 - 1) Limiting WSSC construction costs, maintenance and clean-out to 200-feet;

SERVICE CONNECTIONS

- 2) Multiple connections tying into the line closely or loss of water pressure;
 - 3) Maintenance considerations - specifically leakage resulting from multiple pipe sections and construction or alignment of connections;
 - 4) Other considerations include hydraulic and mainline sizing factors.
- c) It is WSSC's determination a non-abutting service connection is the most practical and efficient way of providing service to the property.
- 1) **Acceptable Condition:** if the property to be served is located only one property lot away from existing WSSC pipes and appurtenances that could possibly serve it and the Applicant is successful in obtaining a private easement from the adjacent property's owner, then WSSC will allow the non-abutting connection. (Figure 11.10)

1102.2 WSSC may allow non-abutting connections for the following special conditions.

- a) **Grinder Pump or Low Pressure Sewer Service.** Whenever a non-abutting connection can provide gravity sewer service to a property in lieu of a grinder pump service from a gravity main or extension of a pressure sewer main, the gravity non-abutting connection will be recommended. (Figure 11.11)
- b) **Front Foot Benefit Charge (FFBC) was previously assessed.** The mainline does not abut the property however the property's county tax account was assessed a front foot benefit charge due to an administrative error. A non-abutting connection may be built as long as the distance does not exceed 200-linear feet in length. (Figure 11.12)
- c) **Extensions 25-feet or less.** If the estimated length of a main to be extended is 25-linear feet or less to reach the Applicant's property, a non-abutting connection may be granted. (Figure 11.13)
- d) **Cul-de-sac or Dead-end Street.** When the existing main is located within a public easement and terminates in a cul-de-sac or dead-end street, all properties abutting the cul-de-sac or dead-end may be served from it. (Figure 11.9) Service connections may be issued to all properties provided:
 - 1) Sewer connections do not contain bends and there is at least 9-inches between each sewer house connection channel in the manhole;
 - 2) Water taps must be at least 18-inches apart;
 - 3) If the distances listed above cannot be achieved when serving all the properties, connections will be granted on a first-come, first-serve basis. Note: there are no restraints for tight angles as long as the distances are maintained. Water connections may cross over sewer connections. Water and sewer connections serving the same property are not required to be built in the same ditch however, straight connections (rather than bends) should be preserved.

1102.3 Health Hazards. Health hazard properties and conditions are given the same consideration as other requests for non-abutting connections using the established regulations in this Code.

SECTION 1103
FIGURES

The following pages illustrate some of the different scenarios involved with Non-abutting connections:

Figure 11.1

Figure 11.2

Figure 11.3

Figure 11.4

Figure 11.5

Figure 11.6

Figure 11.7

Figure 11.8

Figure 11.9

Figure 11.10

Figure 11.11

Figure 11.12

Figure 11.13

Figure 11.1

All twelve properties along the street abut both the water and sewer mains and can connect to them for service.

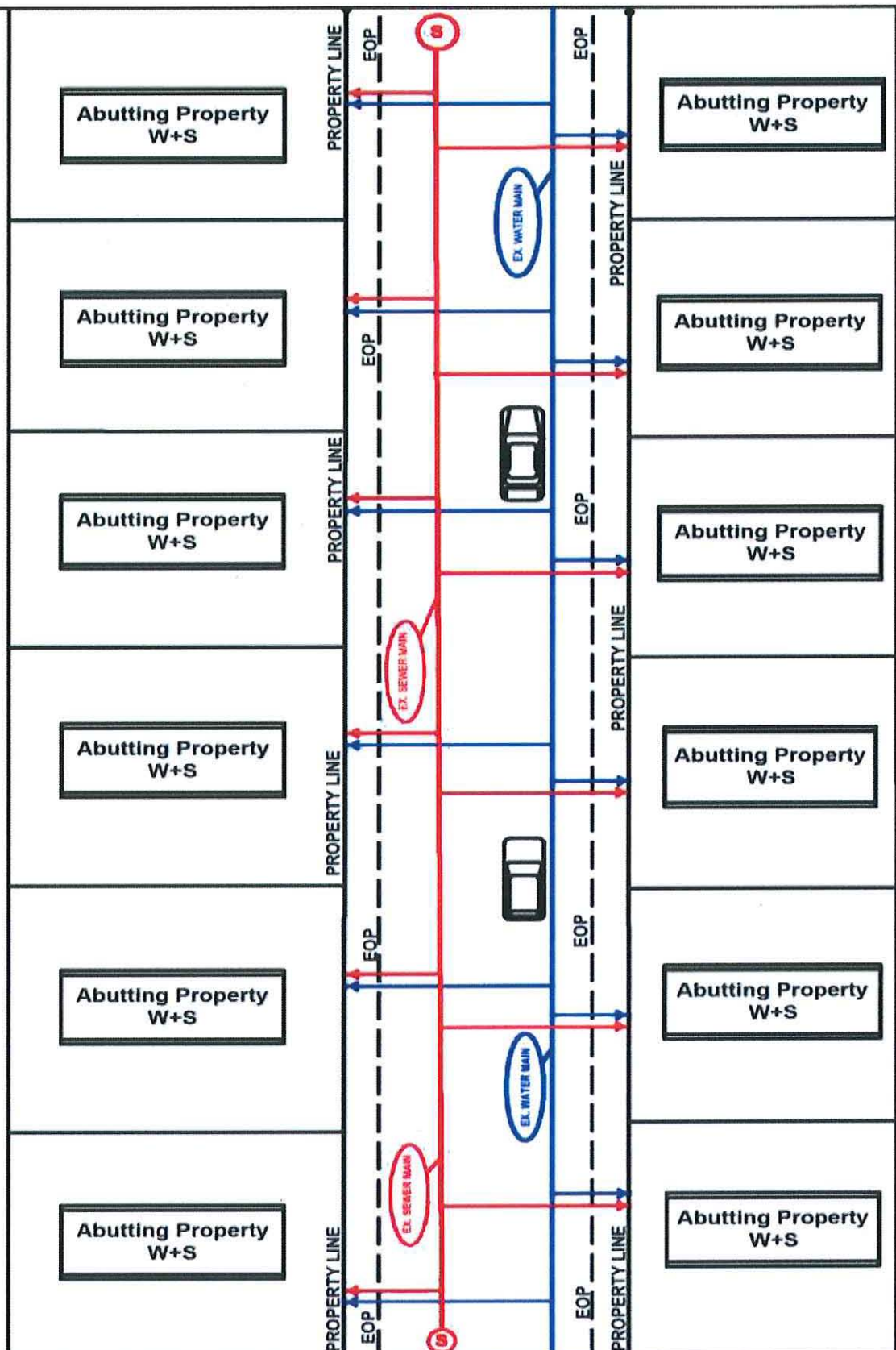


Figure 11.2

Lots 1 through 7 are abutting the sewer main. Lots 8 and 9 do not abut the sewer but could possibly connect if they are granted a Non-abutting Connection. Lots 10 through 12 would need to extend the sewer in order to connect.

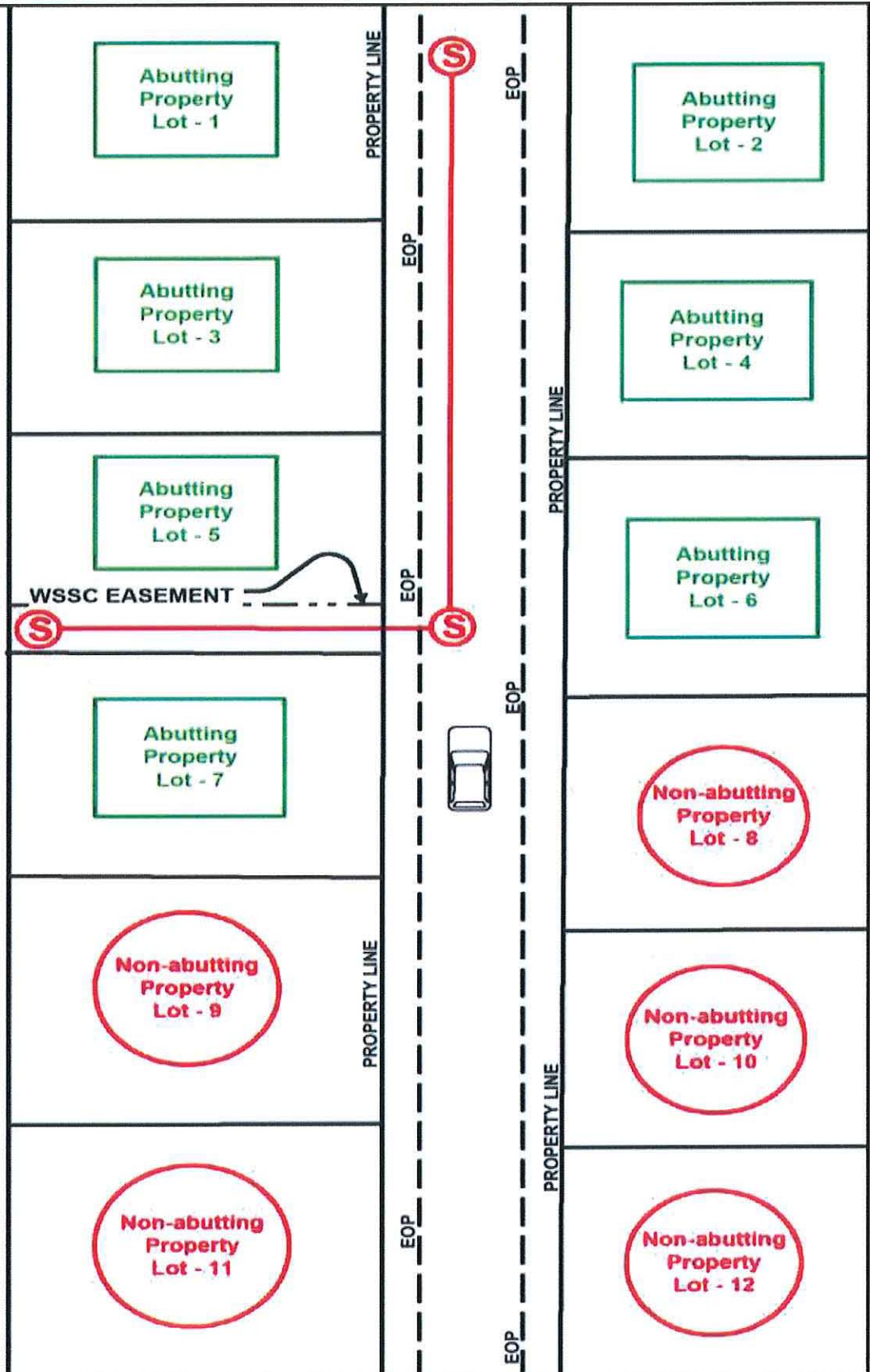


Figure 11.3

Two corner lots and the property directly across from the sewer manhole are abutting. Beside them are 4 non-abutting properties that could possibly get a connection if their neighbors grant them an easement through their properties. Easements cannot overlap PUE. The outer 4 non-abutting lots would require a sewer extension in order to serve them.

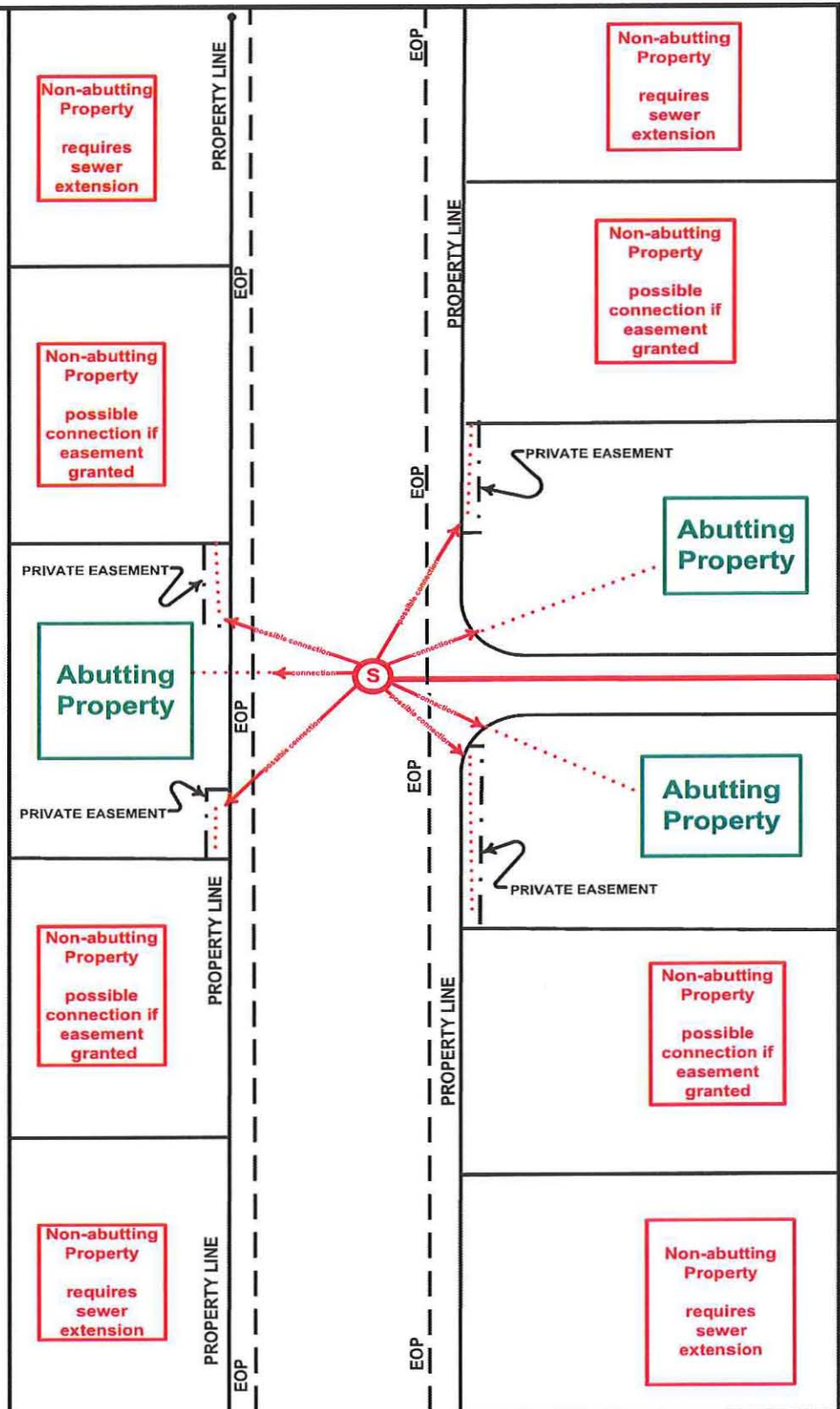


Figure 11.4

Lots 3, 4, 9 + 10 are all abutting the sewer main and can connect. Lot numbers 2, 5, 8 + 11 could possibly obtain an easement through their neighbors property to obtain a non-abutting connection. The remaining 4 lots (1, 6, 7, + 12) will require a sewer extension in order to be served.

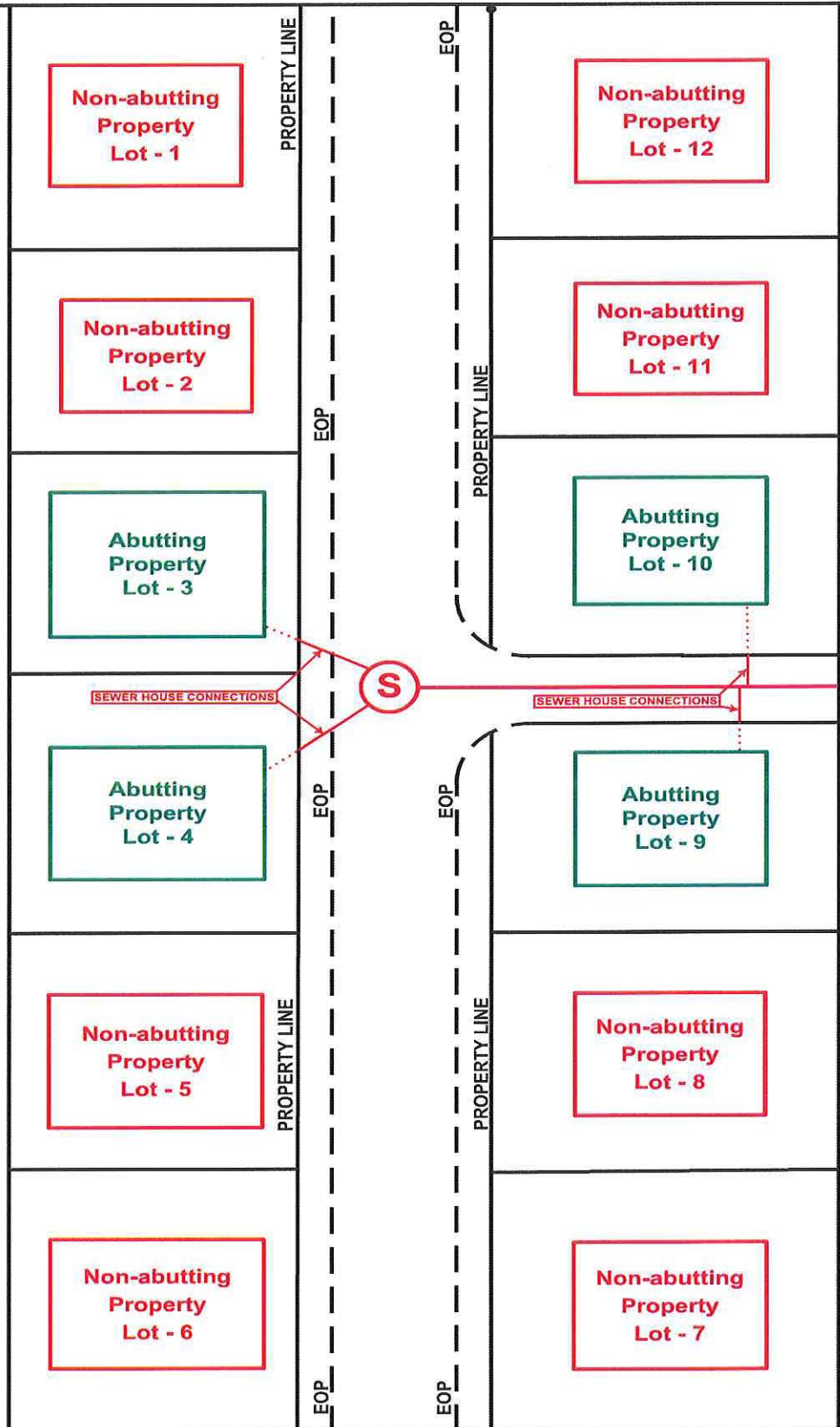


Figure 11.5

WSSC Easement

Only the five properties where the sewer main is located directly behind them in an easement are considered abutting and can connect to the sewer.

WSSC Easement

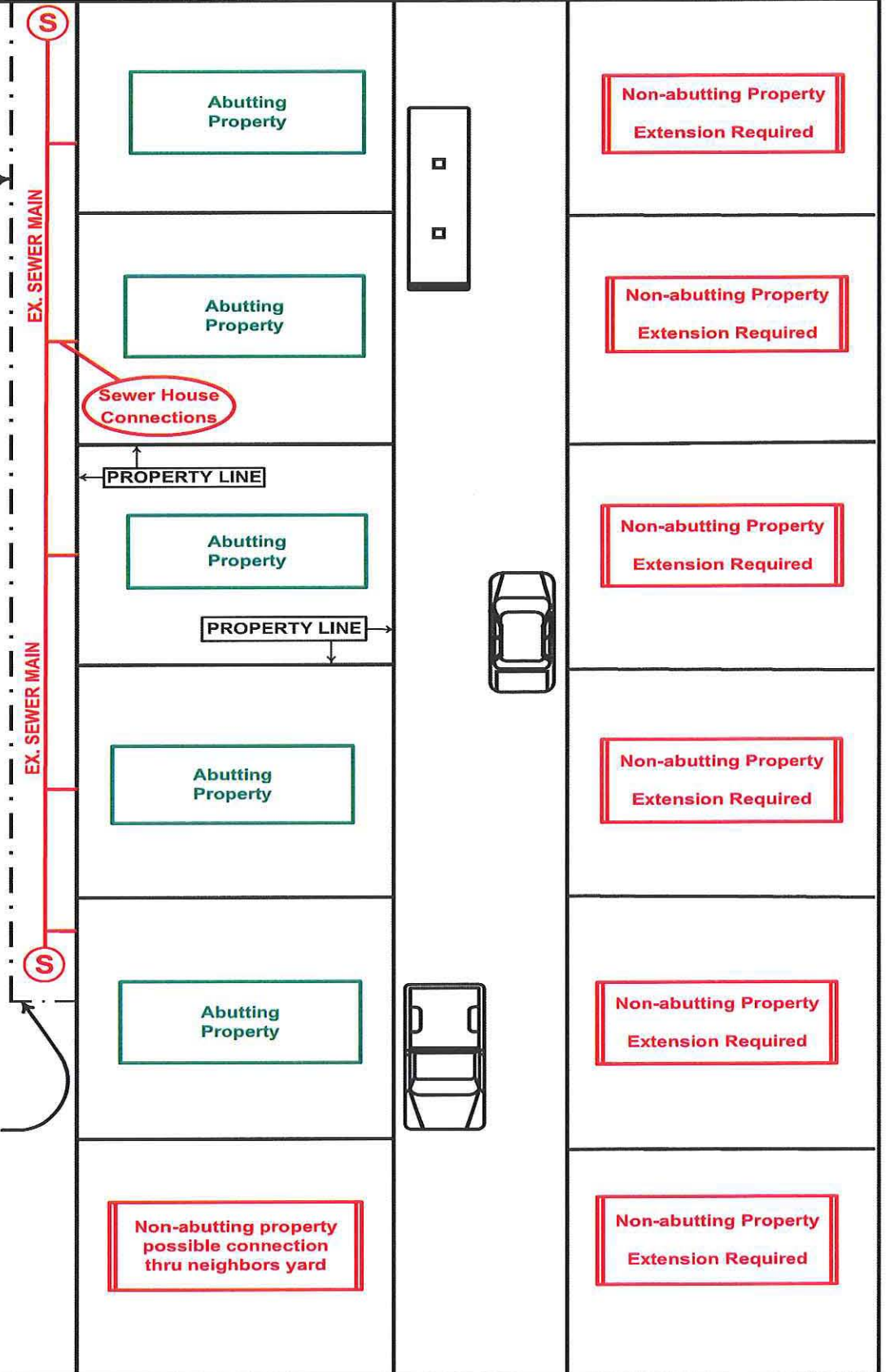


Figure 11.6

The properties that abut the water main only will need to do a sewer mainline extension across the divided busy road to get sewer on their side of the highway. Then as needed, the sewer main can be extended up and down their side of the busy road to abut the properties requiring sewer service in the future.

The diagram illustrates a sewer extension project. At the top, six property lines are shown, each with a red box labeled "Abutting Water Only". Below these, a dashed line represents the "FUTURE SEWER EXTENSION". A red line labeled "EXISTING SEWER MAIN" runs horizontally across the middle, with a car icon on the left. A vertical red line labeled "FUTURE SEWER EXTENSION" crosses the horizontal line. To the right of the vertical line, a red box labeled "Ex. Sewer Main" is shown. Below the horizontal line, a blue line labeled "EXISTING WATER MAIN" runs horizontally, with a blue box labeled "Ex. Water Main" on the left. A green line labeled "EXISTING WATER" runs horizontally below the blue line. A green box labeled "Ex. Water Main" is shown on the right. A green box labeled "EXISTING WATER CROSSING" is shown where the green line crosses the vertical red line. At the bottom, six property lines are shown, each with a green box labeled "Abutting Water And Sewer".

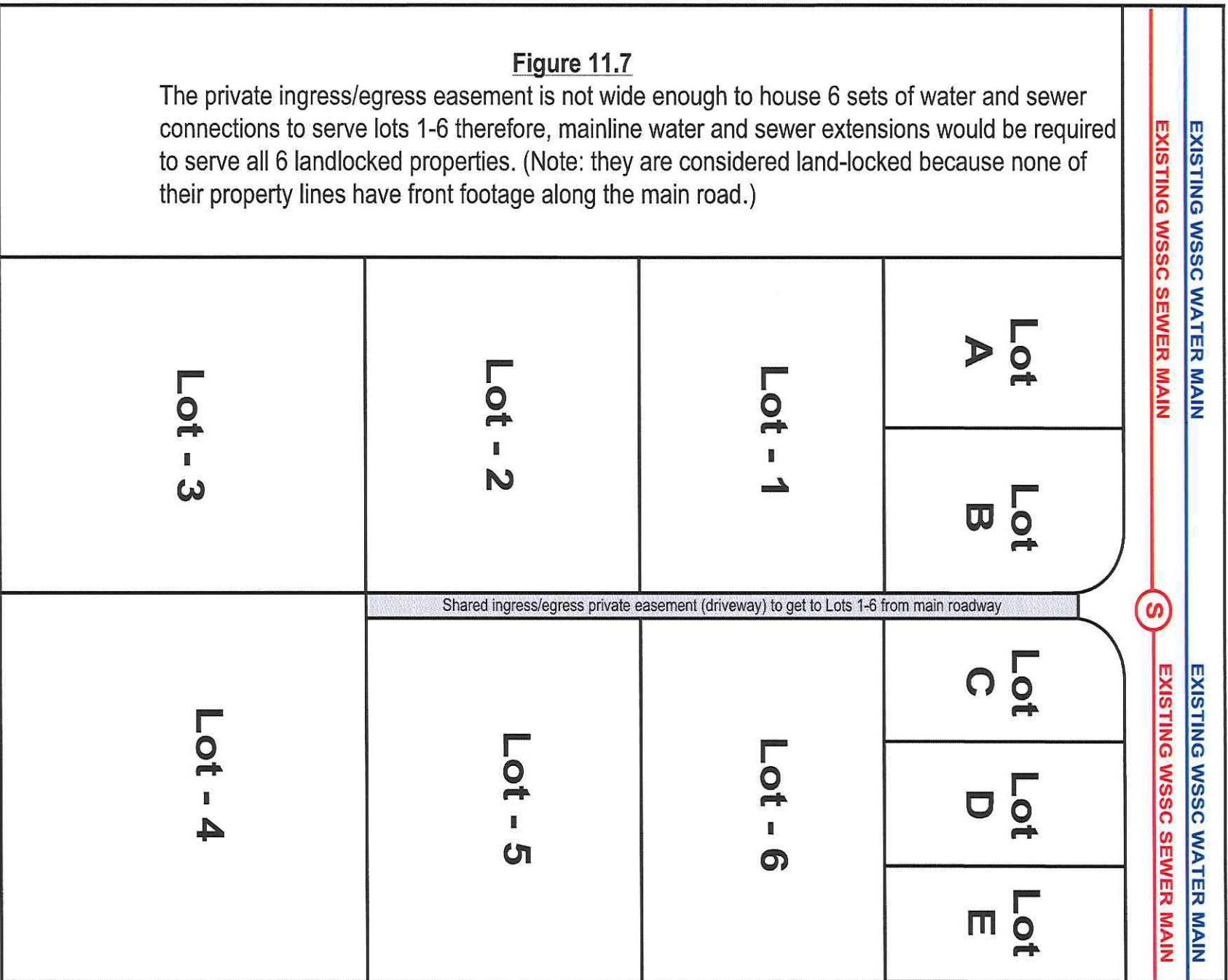


Figure 11.8

The applicant and three additional properties could be served by the sewer extension. The next two non-abutting properties could possibly get a connection if their neighbors grant them an easement. The last two cannot connect however the sewer is now closer to their properties and less footage they would have to build when needed.

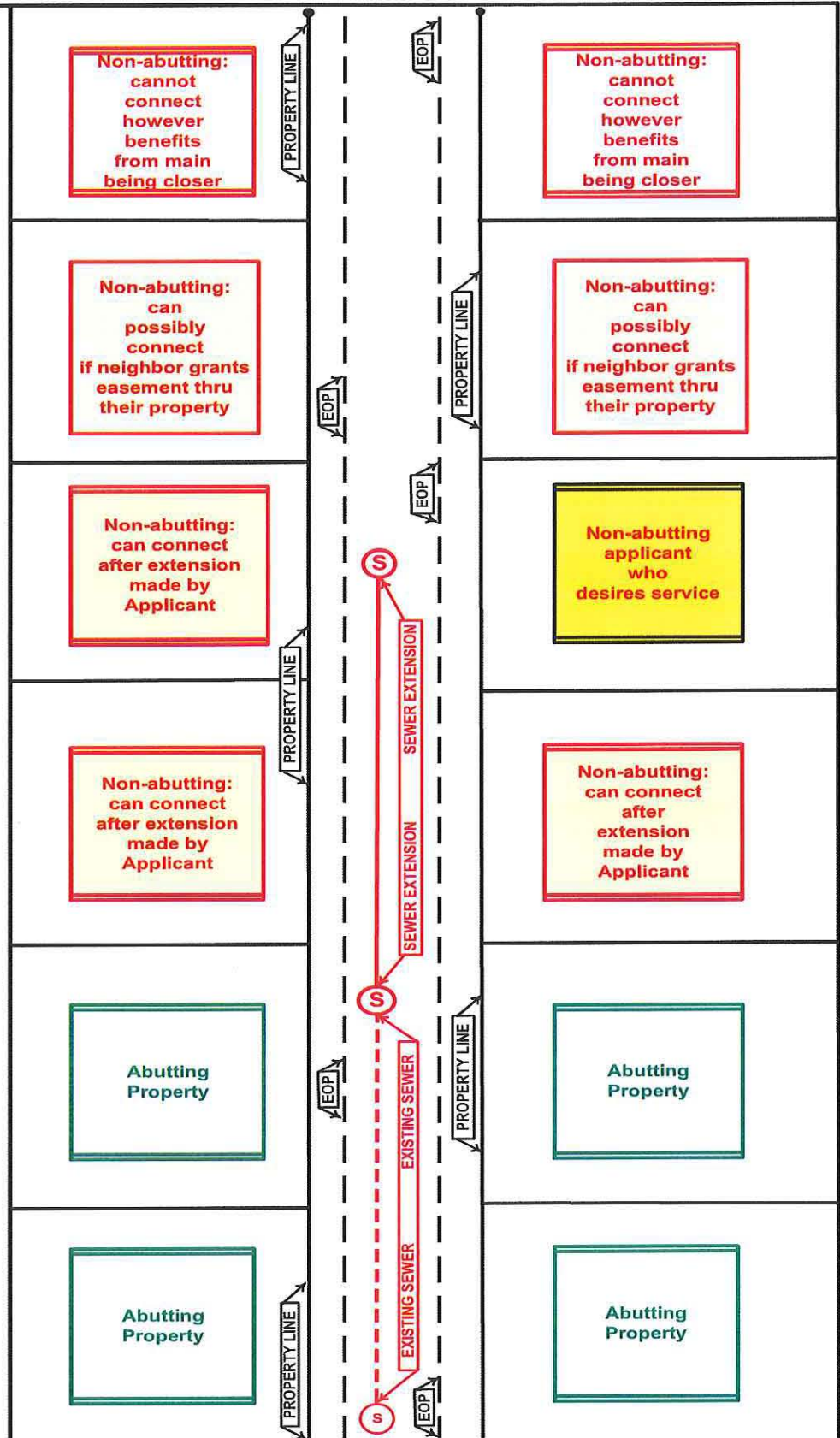
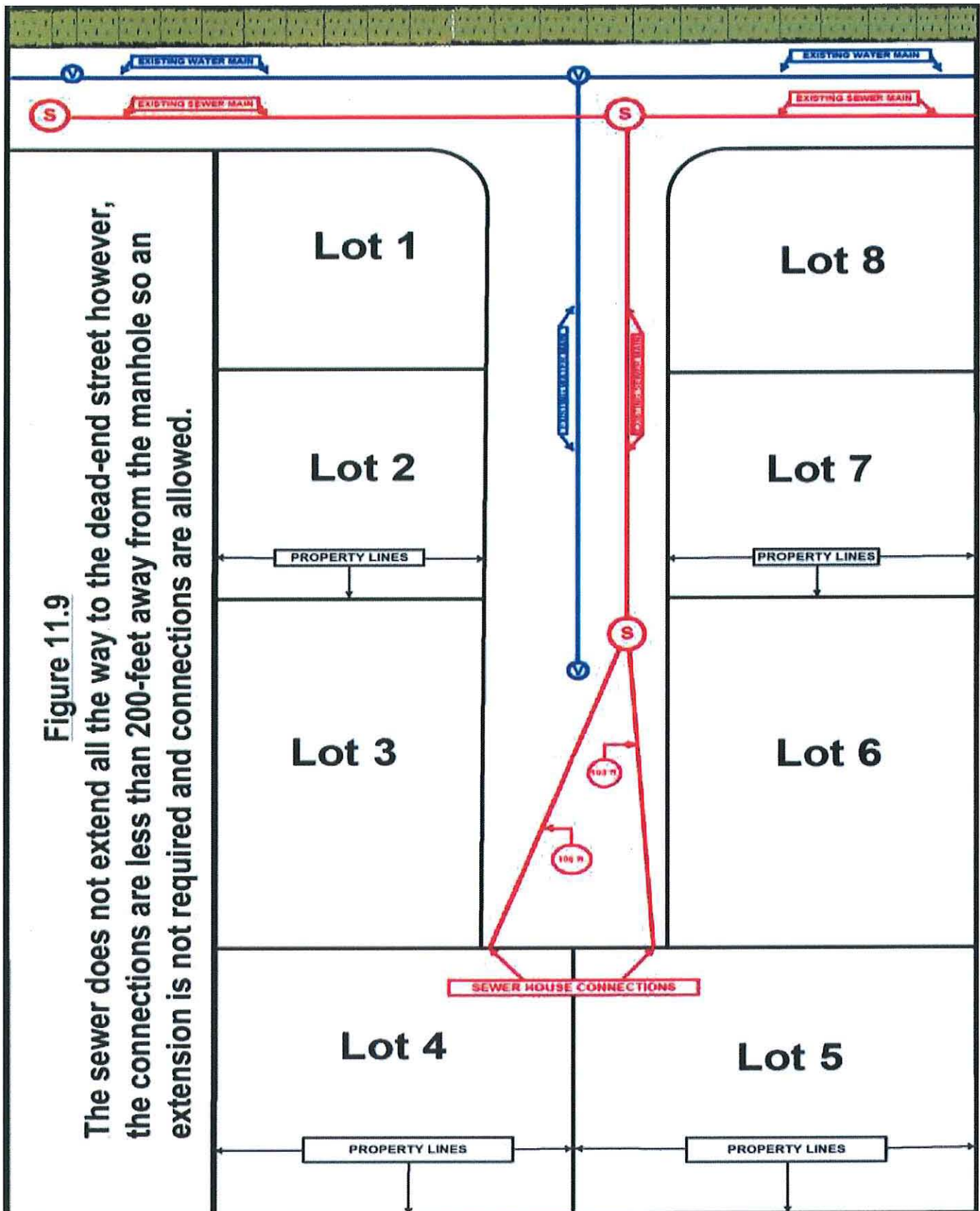


Figure 11.9

The sewer does not extend all the way to the dead-end street however, the connections are less than 200-feet away from the manhole so an extension is not required and connections are allowed.



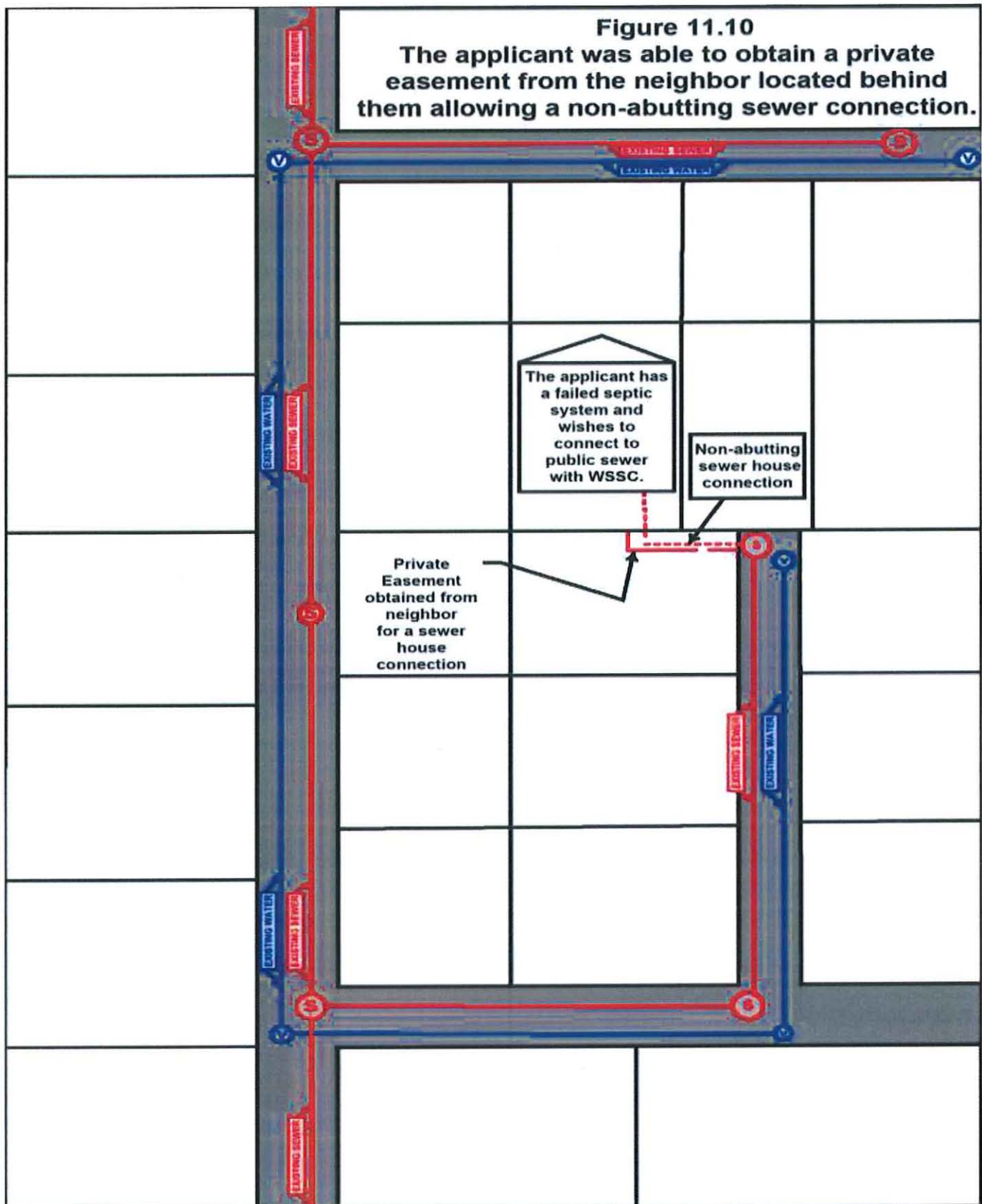


Figure 11.11

Non-abutting connections through private easements can provide gravity service to properties whereas an extension would require grinder pumps and/or pressure sewer.

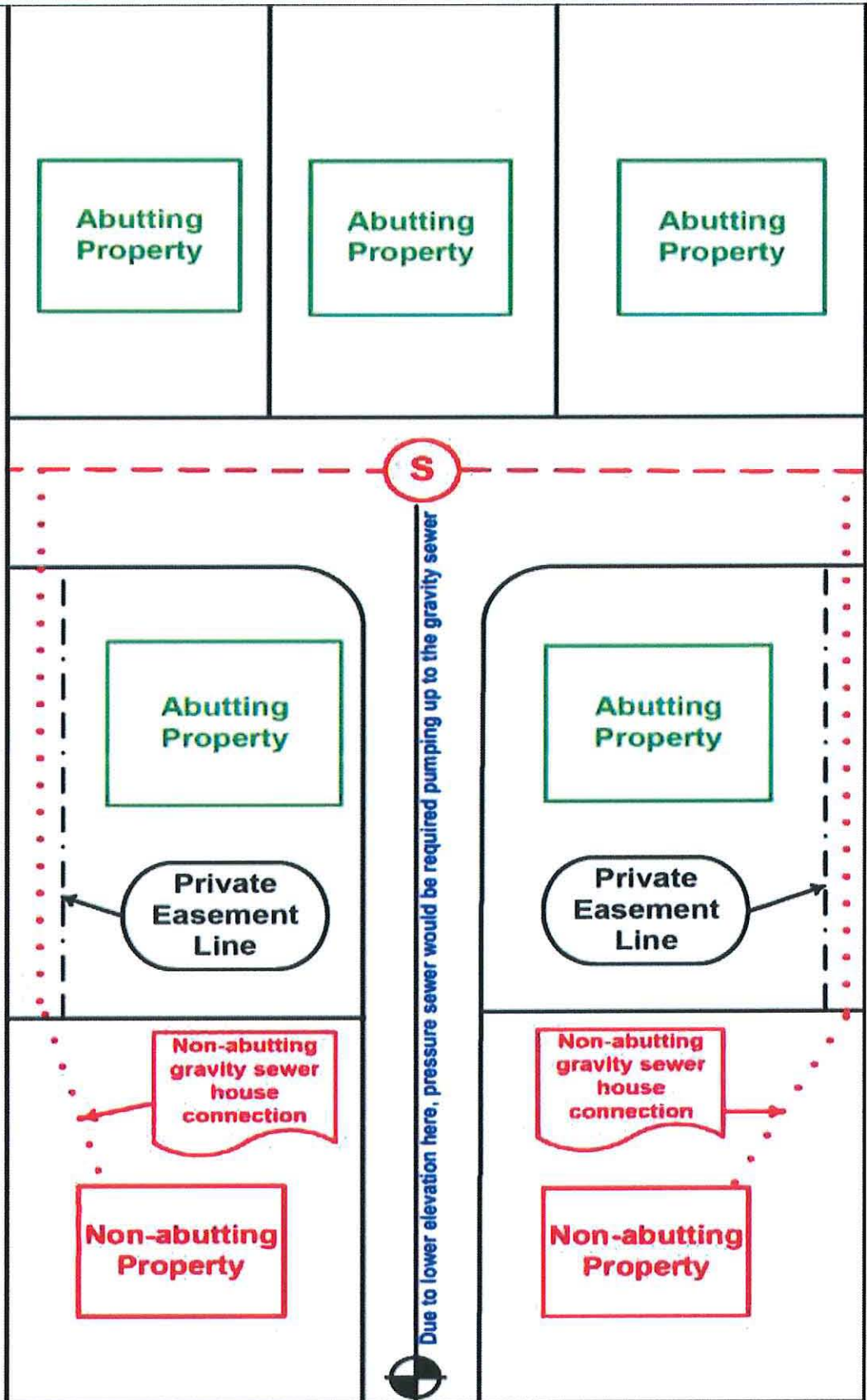


Figure 11.12

Lots 3-6 were previously assessed for sewer on their county tax bills in error therefore non-abutting connections will be allowed to serve them even though the connections are greater than 200 ft.

