

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL THE AUTHORIZING
THE CITY MANAGER TO NEGOTIATE THE TERMS OF A PROPOSED
AMENDMENT TO ANNEXATION AGREEMENT FOR THE HYATT HOUSE

ANNEXATION X-152

WHEREAS, the owners of the property known as the Hyatt House located at 200 Skidmore Boulevard, Gaithersburg, Maryland, part of an annexation containing approximately 26.7938 acres of land, have requested an amendment to Annexation Agreement approved in conjunction with Annexation X-152; and

WHEREAS, the Mayor and Council have determined that the Annexation Agreement between the City of Gaithersburg and the owners of the Hyatt House Property should be amended to facilitate the redevelopment of the property for a senior housing project, with associated amenities:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Gaithersburg, that the City Manager be and is hereby authorized to negotiate the terms for an amendment to the Annexation Agreement with the owners of the Hyatt House Property relative to Annexation X-152.

ADOPTED by the City Council this 5th day of December, 2016.

JUD ASHMAN, MAYOR and
President of the Council

THIS IS TO CERTIFY, that the foregoing Resolution was adopted by the City Council, in public meeting assembled on the 5th day of December, 2016.

Tony Tomasello, City Manager

MEMORANDUM

TO: Mayor and City Council

FROM: N. Lynn Board, City Attorney

CC: Tony Tomasello, City Manager
John Schlichting, Director of Planning and Code Administration
Trudy Schwarz, Planning Division Chief
Rob Robinson, Long Range Planning Manager

RE: Amendment to Annexation Agreement – Hyatt House Property

DATE: November 17, 2016

MRK, the developer for a proposed senior housing project on the property currently operated as the Hyatt House extended stay hotel is proposing an Amendment to Annexation Agreement (X-152) to modify the conditions under which MRK may develop the portion of the property subject to the Annexation Agreement upon which the Hyatt House is located. As you are aware, an amendment to an annexation agreement is a contractual negotiation between the parties and does not require a formal public hearing. Staff will be seeking a Resolution to authorize the City Manager to negotiate and execute this amendment at a future Mayor and Council meeting. If the Amendment to Annexation Agreement is approved, as part of the redevelopment process MRK will be seeking to rezone the property and will apply for site plan approval, all of which will include further public processes, including public hearings.

BACKGROUND

In 1990 the City of Gaithersburg annexed approximately 26.7938 acres of land into the City pursuant to an annexation proposed by Gateway Investment Associates Limited Partnership, Residence Inn by Marriott, Inc., Robert H. Teunis, Betty Lu Teunis, Ralph D. Teunis, Jr. and Doris Teunis. This annexation was subject to an Annexation Agreement dated November 9, 1990. The Annexation Agreement set forth the development of the property as two parcels: One parcel to be developed by Gateway as a residential development of not to exceed 135 dwelling units, which is now known as Walnut Grove; and one parcel to be developed by Marriott as a 150-unit Marriott Residence Inn, which is now the Hyatt House located at 200 Skidmore Boulevard.

No change to the provisions of the Annexation Agreement is being proposed for the residential portion of the property. With regard to the Hyatt House parcel, it is currently zoned C-2, which would not allow the senior housing use. The current Annexation Agreement contains provisions for a traffic impact study and limitations on the scheduled arrival and departure times for hotel employees to facilitate trip reductions. A copy of the Annexation Agreement is attached.

REDEVELOPMENT AND AMENDMENT PROPOSAL

The developer of the proposed senior housing project is requesting the following terms to accommodate its proposed project:

1. MRK shall apply to rezone the Property from the current C-2 Zone to the CD Zone to enable conversion from the existing extended stay hotel use to senior multi-family rental housing, up to 150 units. The Annexation Agreement would be amended to include a City acknowledgment that CD zoning of the Property is in conformance with the Master Plan and is an appropriate zoning classification for the Property. The City would acknowledge that the Property satisfies the CD Zone development standards and that no further dedications, requirements, or compliance with development standards are necessary to accomplish the rezoning.

Staff Comment: Staff would seek to clarify this language to ensure that the Annexation Agreement did not commit the City to rezone the Property to the requested zoning classification, effectively by-passing the rezoning public process.

2. Upon rezoning approval, MRK shall apply for site plan approval for the conversion. All existing site conditions and improvements are allowed to remain. MRK shall endeavor to keep current buildings in their general location, but may apply for changes, including, but not limited to, installation of elevators, to enable the senior multi-family housing use. If applicable, site plan approval will be approved at the staff level.

Staff Comment: Based on review of preliminary proposals, Staff believes that Planning Commission approval will be required for this project.

3. The Property currently provides approximately 150 surface parking spaces. MRK shall be allowed to have a combination of units for 55+ residents and 62+ residents provided that the total parking demand (1 space per dwelling unit for 55+ residents, plus 1 space per 2 dwelling units for 62+ residents, plus 1 space for any property manager employees) does not exceed the total number of parking spaces currently provided on the Property.

Staff Comment: Visitor parking spaces should also be included in this calculation.

4. MRK shall provide transportation analysis for the conversion. If the transportation analysis demonstrates that the trip generation rates for the proposed senior housing use are equal to or less than the existing trip generation rates for extended stay hotel use, then no additional transportation improvements or conditions may be imposed. The City agrees that no further analysis, studies, or conditions, other than those described in this Amendment, pursuant to the Gaithersburg Zoning Ordinance, Gaithersburg Subdivision Regulations, City Code, or otherwise, shall be or may be required to evaluate the adequacy of roads or transit and that no other roadway improvements shall be required by the City to support the project.

Staff Comment: The transportation analysis should be provided with the rezoning application and this provision should set forth that additional transportation improvements or conditions may be imposed if the transportation analysis demonstrates that trip generation rates increase for the proposed senior housing. Also the language should be clarified as conditions unrelated to trip generation rates may be imposed as part of the site plan and permitting process.

5. Any existing Declaration of Covenants on the Property regarding vehicle trips shall be terminated.
6. The project will not be subject to any school test, or green building regulations.

Staff Comment: This language should be clarified to only apply to the proposed renovation of the Property for the senior housing use and not for any future redevelopment of the Property.

7. Stormwater management, forest conservation, and other similar regulations shall apply, and be limited to, any proposed changes on the Property.
8. The project will comply with the City's current affordable housing requirements.
9. No additional impact taxes may be imposed.

Staff Comment: The City may not be able to waive all impact taxes imposed by the County and will seek County input.

10. The City shall support the rezoning and use conversion. The City agrees that if otherwise in compliance with the City's subdivision and zoning laws and findings required for the CD zone, it will approve plans, including concept plans, schematic development plans, site plans, and record plats, and all other required development approvals and permits to permit the development, construction, and occupancy of buildings on the Property that are in substantial conformance with this Amendment.

Staff Comment: Staff would seek to clarify this language to ensure that the Annexation Agreement did not commit the City to rezone the Property to the requested zoning classification, effectively by-passing the rezoning and site plan public process.

11. MRK may elect at any time, in its sole discretion, not to pursue approvals. In the event that MRK does not elect to move forward with the project, in its discretion, this amendment shall be null and void.

In order to apprise the community of MRK's intention to seek amendment of the Annexation Agreement, public outreach through a community meeting between MRK and the Walnut Grove neighborhood is scheduled for November 28, 2016. Staff will be able to provide an update on this meeting at the Mayor and Council meeting.

Parcel Identifier: 795096
 794797
 777510
 777521
 777508
 777532

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this 9th day of November, 1990, by and among GATEWAY INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, a Virginia limited partnership ("Gateway"), RESIDENCE INN BY MARRIOTT, INC., a Delaware corporation ("Marriott"), ROBERT H. TEUNIS, BETTY LU TEUNIS, RALPH D. TEUNIS, JR., DORIS TEUNIS (collectively, the "Property Owners"), and THE MAYOR AND COUNCIL OF THE CITY OF GAITHERSBURG ("Gaithersburg").

R E C I T A L S :

A. The Property Owners and Wiseman Development Company, a Delaware corporation ("Wiseman") (collectively with the Property Owners, the "Petitioners") filed a Petition for Annexation with Gaithersburg, identified as Annexation Petition X-152, requesting that Gaithersburg annex approximately 26.7938 acres of land located along the east side of Maryland Route 355, south of the intersection of Maryland Route 355 and South Westland Drive, and more particularly described in the metes and bounds description attached to and made a part of this Annexation Agreement as Exhibit "A" (the "Subject Property"). The State of Maryland, as the owner of a portion of the Subject Property (the "SHA Property"), consented to the filing of this Petition for Annexation.

B. Wiseman is the general partner of Gateway. Gateway is the contract purchaser of all of the Subject Property except the SHA Property (the "Gateway Property"). Following annexation Gateway intends to purchase the Gateway Property from the Property Owners. Gateway then intends to sell a portion of the Gateway Property to Marriott (the "Marriott Property").

C. As part of the Petition for Annexation, the Petitioners requested that Gaithersburg include in an accompanying ordinance a provision to classify the Marriott Property in the C-2 Zone, the SHA Property in the R-A Zone, and the Gateway Property in the RP-T Zone, as shown on the proposed zoning plan attached to and incorporated by reference into this Annexation Agreement as Exhibit "B".

D. Gateway and Marriott have indicated to Gaithersburg that, if the Subject Property is annexed and rezoned as shown on Exhibit "B", Gateway and Marriott intend to develop the Gateway Property and the Marriott Property as shown on the 50' scale concept plan, which has been reviewed and approved by the Gaithersburg Planning Department ("Planning Department"), attached to and incorporated by reference into this Annexation Agreement as Exhibit "C".

E. On March 19, 1990, Gaithersburg conducted a public hearing on the Petition for Annexation and on the Annexation Resolution to annex the Subject Property. Gaithersburg conducted a public worksession on June 25, 1990.

F. Pursuant to the provisions of Article 23A, Section 9(c), Annotated Code of Maryland 1957 (1987 Repl. Vol.), on July 31, 1990, the County Council for Montgomery County, Maryland, adopted Resolution 11-2173, approving Gaithersburg's proposed rezoning of the Subject Property to the C-2, R-A and RP-T Zones, as shown on Exhibit "B", and a total dwelling unit yield on the RP-T zoned portion of the Subject Property not to exceed 135 dwelling units, including eight (8) moderately priced dwelling units ("MPDUs") to be constructed on or off-site.

CLERK'S OFFICE
 MONTGOMERY CO MD

90 NOV 19 A 11:28 J

G. On October 15, 1990, Gaithersburg adopted the Annexation Resolution annexing the Subject Property and an accompanying ordinance (Ordinance No. 0-23-90) rezoning the Subject Property to the C-2, R-A and RP-T Zones, as shown on Exhibit "B", subject to specific conditions and limitations. On that same date, Gaithersburg adopted a resolution authorizing the City Manager to enter into this Annexation Agreement with Gateway, Marriott and the Property Owners which incorporates the conditions and limitations imposed by Gaithersburg on the annexation and rezoning of the Subject Property.

H. Gateway, Marriott and the Property Owners desire to enter into this Annexation Agreement to establish the development plan for the Subject Property to which all parties will abide and the conditions upon which this annexation is accepted by Gaithersburg.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. The Recitals set forth above are incorporated in and made a part of this Annexation Agreement.

2. Gateway, Marriott and/or the Property Owners shall be permitted to develop the Subject Property pursuant to Exhibit "C", subject to site plan approval (preliminary and final) by the Gaithersburg Planning Commission (the "Planning Commission") and meet all required governmental codes and approvals for building and occupancy permits, as well as the following conditions and limitations.

a. Marriott and/or the Property Owners shall be permitted to develop the Marriott Property pursuant to Exhibit "C" with a 150-unit Marriott Residence Inn.

b. Gateway and/or the Property Owners shall be permitted to develop the Gateway Property pursuant to Exhibit "C" with approximately (not to exceed 135 dwelling units) 79 townhouse (market rate) units, 48 patio homes (market rate) (zero lot line, single-family detached dwellings) and eight (8) MPDUs.

c. At the time of submission for final site plan approval for any portion of the Subject Property by the Planning Commission, Gateway and/or the Property Owners shall submit a current traffic impact study to the Planning Department to demonstrate that Gateway and/or the Property Owners will mitigate the traffic impact on the critical intersections and links of roads, including those programmed in Gaithersburg's Capital Improvement Budget, Montgomery County's Capital Improvements Program and Maryland's Consolidated Transportation Program, with the traffic generated by the proposed development, plus all other development that has been platted at the time of the study. Gateway and/or the Property Owners shall also submit a copy of the traffic impact study to the M-NCPPC Transportation Planning Division ("M-NCPPC") for review and comment. The traffic impact study shall be prepared utilizing:

1. The trip generation rates adopted by the Montgomery County Planning Board in December, 1989 for local area transportation review;
2. The local trip distribution patterns based on good engineering practices; and
3. The critical lane analysis method to determine the acceptable level of service at identified critical intersections.

Subject to all required governmental approvals, the traffic impact study shall consider the existing traffic generated by existing development, as well as the potential traffic which will be generated by development of the Subject Property and other nearby recorded but unbuilt subdivisions.

d. At the time of final site plan approval of any portion of the Subject Property by the Planning Commission, Gateway, and/or the Property Owners shall agree with Gaithersburg to make the following intersection improvements at the intersection of Maryland Route 355 and South Westland Drive at Gateway's and/or the Property Owners' sole expense (said improvements to be attached as conditions to the final site plan approval):

1. Construction of an additional westbound left-turn lane on South Westland Drive to permit dual left turns onto southbound Maryland Route 355;
2. Construction of an exclusive free-flow northbound right-turn lane on Maryland Route 355 for traffic turning right onto eastbound South Westland Drive; and
3. Modification of the existing traffic signal operation at Maryland Route 355 and South Westland Drive to permit an exclusive left-turn movement from westbound South Westland Drive onto southbound Maryland Route 355 (via split-phasing).

Subject to all required governmental approvals, the modification of the existing traffic signal shall be completed and the construction contracts for the first two intersection improvements identified above shall be let within twelve (12) months of the issuance of the initial building permit for development of the Subject Property.

e. At the time of final site plan approval for any portion of the Subject Property by the Planning Commission, if warranted by the traffic impact study described above, Gateway and/or the Property Owners shall agree with Gaithersburg to implement a trip reduction program or to make intersection improvements at Gateway's and/or the Property Owners' sole expense to address traffic capacity problems at two adjacent intersections which now operate at a level of service ("LOS") "F", being the intersection of Maryland Route 355 and Shady Grove Road and the intersection of Maryland Route 355 and West Deer Park Drive. Prior to site plan approval, M-NCPPC shall be given an opportunity to review and comment upon any proposed trip reduction program and intersection improvements for these two intersections and the intersection of Maryland Route 355 and South Westland Drive.

f. Marriott shall schedule the arrival and departure of employees working at the Marriott Residence Inn such that the employees do not arrive or depart with more than five vehicular trips in the morning peak hour (7:15 - 8:15 a.m.) and the evening peak hour (4:45 - 5:45 p.m.). A plan outlining the details of this trip reduction program shall be made available to Gaithersburg prior to any occupancy permit issuance for the Marriott Residence Inn.

g. Gateway and/or the Property Owners shall design and build the proposed stormwater management/storm drain system shown on Exhibit "C" to meet current Montgomery County stormwater management standards.

h. Prior to preliminary site plan approval of any portion of the Subject Property by the Planning Commission, Gateway and/or the Property Owners shall submit a tree survey identifying all trees on the site of 6" caliper or greater on the Subject Property to be reviewed by the Planning Department. Consistent with the other provisions of this Annexation Agreement, Gateway, Marriott and/or the Property Owners shall make every reasonable effort during the development of the Subject Property to save or replace trees (with an equal amount of total caliper inches) as identified by the Planning Department and the tree survey.

i. Gateway and/or the Property Owners shall provide 2.25 parking spaces per townhouse garage unit per Section 24-219 of the Gaithersburg Zoning Ordinance. In addition, at the time of the establishment of a homeowner's association for the proposed residential development of the Gateway Property, Gateway and/or the Property Owners shall execute homeowner's association documents that include language requiring a homeowner to use his/her townhouse garage as a garage and not as additional living or storage area, said documents to be reviewed and approved by the City Attorney.

j. The site plan for the Gateway Property approved by the Planning Commission shall provide that the rear yards of all townhouse units shall be accessible by a topographically level, 10 foot wide, parcel of ground owned and maintained by the homeowners association, which will provide access to these rear yards for the homeowners and for emergency services.

k. In conjunction with development of the Gateway Property, Gateway and/or the Property Owners shall install an adequate landscape buffer and berm 50 feet in depth along the Gateway Property's common property line with the Oakmont industrial area. Gateway and/or the Property Owners shall also provide 75 feet of landscape buffering along the Gateway Property's common property line with the I-370 ramp.

l. Execution of this Annexation Agreement by the parties shall constitute concept approval by Gaithersburg under the Gaithersburg site plan review process for the development of the Subject Property outlined in this Annexation Agreement. Following execution of this Annexation Agreement, Gateway, Marriott and/or the Property Owners shall submit site plan review applications for preliminary and final review by the Planning Commission that shall be consistent with the development of the Subject Property outlined in this Annexation Agreement. The Planning Commission's decision on preliminary and final review of the submitted site plan review applications shall also be consistent with the development of the Subject Property outlined in this Annexation Agreement.

3. The provisions of this Annexation Agreement shall be binding upon and inure to the benefit of the parties to this Annexation Agreement and to their respective heirs, successors and assigns. Any of the parties may elect to record this Annexation Agreement among the Land Records of Montgomery County, Maryland. Any party electing to do so shall provide all other parties with a recorded copy of this Annexation Agreement.

4. Modifications to this Annexation Agreement shall only be binding if in writing and signed by the party against whom such modification is sought to be enforced.

5. The parties acknowledge that no approvals related to the development depicted on Exhibit "C" will be granted by Gaithersburg until the annexation is lawfully affected pursuant to Article 23A, Section 9 of the Annotated Code of Maryland. The parties acknowledge that no building permits related to the development depicted on Exhibit "C" will be granted by

Gaithersburg until all properties which are part of the development plan but not part of Annexation Petition X-152 are annexed in the City of Gaithersburg.

6. All conditions set forth in Paragraph two of this Agreement shall be fully met and completed within the time frames called for in this Agreement, but not later than January 1, 1997. Should any condition required to be fulfilled by Gateway, Marriott, and/or the Property Owners not be fulfilled by this time, building and occupancy permits issued by Gaithersburg may be suspended or revoked and no further permits issued until said conditions are met. Upon the conveyance of their respective portions of the Subject Property to Gateway, the Property Owners shall be fully released from all terms, conditions and requirements of this Annexation Agreement, and such release shall remain in force or effect so long as the Property Owners do not subsequently become the owners of the Subject Property.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Annexation Agreement on the day and year first indicated above.

ATTEST:

GATEWAY INVESTMENT ASSOCIATES LIMITED PARTNERSHIP, a Virginia limited partnership

By: WISEMAN DEVELOPMENT COMPANY a Delaware corporation, General Partner

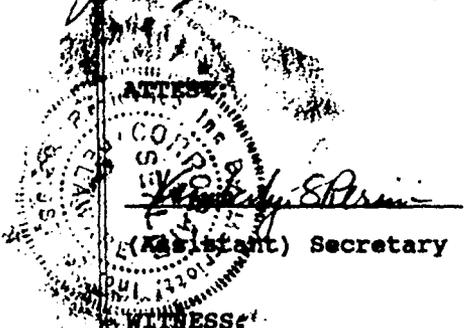
By: Stephen K. Wiseman, President

[Signature]

(Assistant) Secretary

RESIDENCE INN BY MARRIOTT, INC., a Delaware corporation

By: Stephen P. Crantz (Vice) President



(Assistant) Secretary

WITNESSES:

[Signature]

Trudy M. Schwaner

THE CITY OF GAITHERSBURG

By: Sanford W. Daily, City Manager

WITNESS:

[Signature]

Amy Kruger

[Signature]

Robert H. Teunis

WITNESS:

[Signature]

Amy Kruger

[Signature]

Betty Lu Teunis

WITNESS:

[Signature]

Steph P. Crantz

[Signature]

Ralph D. Teunis

WITNESS:

[Signature]

Steph P. Crantz

[Signature]

Doris Teunis

Mail to:
City of Gaithersburg
31 South Summit Avenue
Gaithersburg, MD 20878
Attention Patricia J. Patula

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BAS 9556, p. 0776, MSA_CE63_9514. Date available 06/22/2005. Printed 11/18/2016.

STATE OF Virginia
to wit:
COUNTY OF Stafford

I HEREBY CERTIFY that on this 30 day of October, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared Stephen K. Wiseman, known to me (or satisfactorily proven) to be the President of Wiseman Development Company, a Delaware corporation and General Partner of Gateway Investment Associates Limited Partnership, a Virginia limited partnership, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said corporation, as general partner of said partnership.

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

Rebecca L. Gault
Notary Public

My Commission Expires: May 25, 1992

STATE OF Maryland
to wit:
COUNTY OF Montgomery

I HEREBY CERTIFY that on this 31 day of October, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared Scott P. Pianta, known to me (or satisfactorily proven) to be the (Vice) President of Residence Inn by Marriott Inc., a Delaware corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said corporation.

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

James J. Moran
Notary Public

My Commission Expires: April 1, 1995

STATE OF MARYLAND
to wit:
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 9th day of November, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared Sanford Dally, known to me (or satisfactorily proven) to be the City Manager of the City of Gaithersburg, Maryland, signing for the Mayor and Council of the City of Gaithersburg, and that such City Manager, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said City.

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

Marjorie E. Eyer
Notary Public Marjorie E. Eyer

My Commission Expires: 8/1/92

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BAS 9556, p. 0777, MSA_CE63_9514. Date available 06/22/2005. Printed 11/18/2016.

STATE OF Maryland
to wit:
COUNTY OF Frederick

I HEREBY CERTIFY that on this 19th day of October, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert N. Teunis, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and acknowledged that said individual executed the same for the purposes therein contained.

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

Sonia Coupard
Notary Public

My Commission Expires:
SONIA COUPARD
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 1, 1992
STATE OF Maryland
to wit:
COUNTY OF Frederick



I HEREBY CERTIFY that on this 19th day of October, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared Betty Lu Teunis, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and acknowledged that said individual executed the same for the purposes therein contained.

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

Sonia Coupard
Notary Public

My Commission Expires:
SONIA COUPARD
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires April 1, 1992
STATE OF Maryland
to wit:
COUNTY OF Montgomery

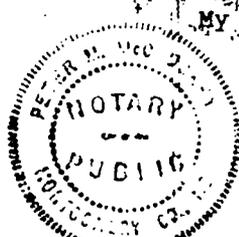


I HEREBY CERTIFY that on this 19th day of October, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared Ralph D. Teunis, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and acknowledged that said individual executed the same for the purposes therein contained.

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

Peter M. Kelly
Notary Public

My Commission Expires: June 6, 1994



MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BAS 9556, p. 0778, MSA_CE63_9514. Date available 06/22/2005. Printed 11/18/2016.

STATE OF Maryland
wit:
COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 29th day of October, 1990, before me, a Notary Public in and for the State and County aforesaid, personally appeared Doris Teunis, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and acknowledged that said individual executed the same for the purposes therein contained.

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

Peter M. McCloskey
Notary Public

My Commission Expires: July 6, 1994

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that I am an attorney duly licensed to practice before the Court of Appeals of Maryland and that the foregoing Annexation Agreement was prepared under my supervision.

Stephen P. Elmendorf
Stephen P. Elmendorf

FOR RECORDING PURPOSES ONLY:

Parties: Gateway Investment Associates Limited Partnership
c/o Wiseman Development Company
1143 New Hampshire Avenue, Suite 217
Washington, DC 20037

Residence Inn by Marriott, Inc.
Residence Inn Development
c/o Felix J. Cacciato, Jr.
Marriott Corporation
1 Marriott Drive
Dept. 510.01
Washington, DC 20058

The City of Gaithersburg
c/o Sanford Daily, City Manager
Gaithersburg City Hall
31 South Summit Avenue
Gaithersburg, MD 20878

Robert H. Teunis
Betty Lu Teunis
16819 Crabbs Branch Way
Rockville, MD 20855

Ralph D. Teunis, Jr.
Doris Teunis
5630 Bradley Blvd.
Bethesda, MD 20814

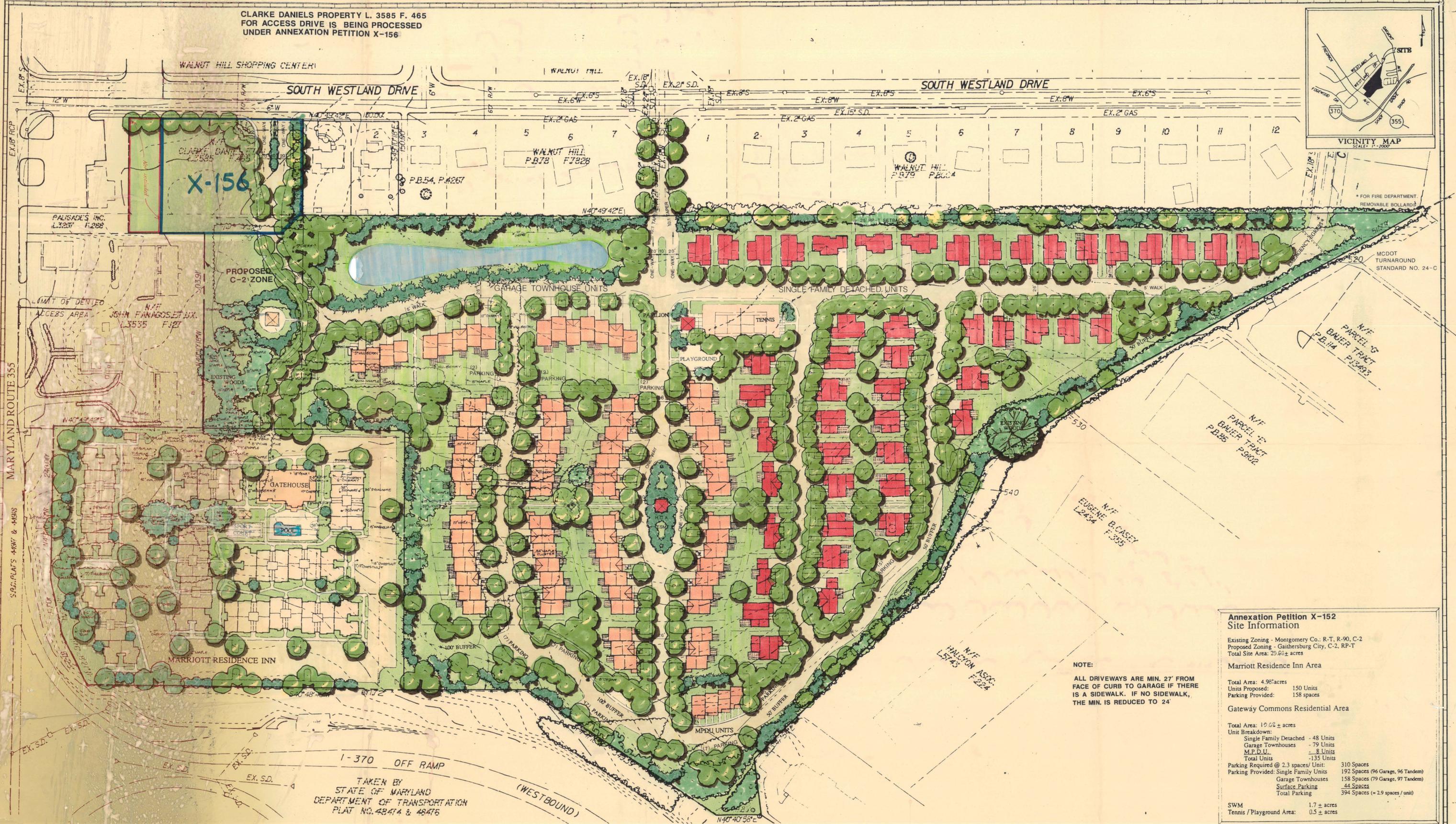
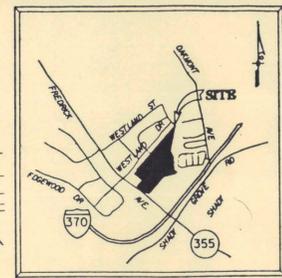
Property Location: Southeast quadrant of the intersection of Maryland Route 355 and South Westland Drive, Gaithersburg, MD 20878

Title Insurer: N/A

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BAS 9556, p. 0779, MSA_CE63_9514. Date available 06/22/2005. Printed 11/13/2015



CLARKE DANIELS PROPERTY L. 3585 F. 465
 FOR ACCESS DRIVE IS BEING PROCESSED
 UNDER ANNEXATION PETITION X-156



**Annexation Petition X-152
 Site Information**

Existing Zoning - Montgomery Co.: R-T, R-90, C-2
 Proposed Zoning - Gaithersburg City, C-2, RP-T
 Total Site Area: 25.66± acres

Mariott Residence Inn Area

Total Area: 4.98± acres
 Units Proposed: 150 Units
 Parking Provided: 158 spaces

Gateway Commons Residential Area

Total Area: 10.62± acres
 Unit Breakdown:
 Single Family Detached - 48 Units
 Garage Townhouses - 79 Units
 M.P.D.U. - 8 Units
 Total Units - 135 Units
 Parking Required @ 2.3 spaces/Unit: 310 Spaces
 Parking Provided: Single Family Units - 192 Spaces (96 Garage, 96 Tandem)
 Garage Townhouses - 158 Spaces (79 Garage, 79 Tandem)
 Surface Parking - 44 Spaces
 Total Parking - 394 Spaces (= 2.9 spaces/unit)

SWM: 1.7± acres
 Tennis /Playground Area: 0.5± acres

NOTE:
 ALL DRIVEWAYS ARE MIN. 27' FROM
 FACE OF CURB TO GARAGE IF THERE
 IS A SIDEWALK. IF NO SIDEWALK,
 THE MIN. IS REDUCED TO 24'

TAKEN BY
 STATE OF MARYLAND
 DEPARTMENT OF TRANSPORTATION
 PLAT NO. 48474 & 48476

RECD 2/17/90

Project Overview

- Mix of One Bedroom and Two Bedroom units
- Apartment Features:
 - Stainless steel appliances
 - Granite countertops
 - White wooden cabinetry
 - Walk-in closets
 - Balcony
- Common Amenities:
 - Swimming pool & sun deck
 - Outdoor entertainment area
 - Fitness center
 - Clubhouse with kitchen & seating
 - Business center
 - Sport court
 - Central laundry facilities



Proposed Plan Continued

Before and After Comparison



Proposed Plan Continued

Typical Front Elevation



① TYPICAL FRONT ELEVATION
1/16" = 1'-0"

Proposed Plan Continued

Elevator Towers



Proposed Plan Continued

Inspiration



Proposed Plan Continued

Perspective View

