

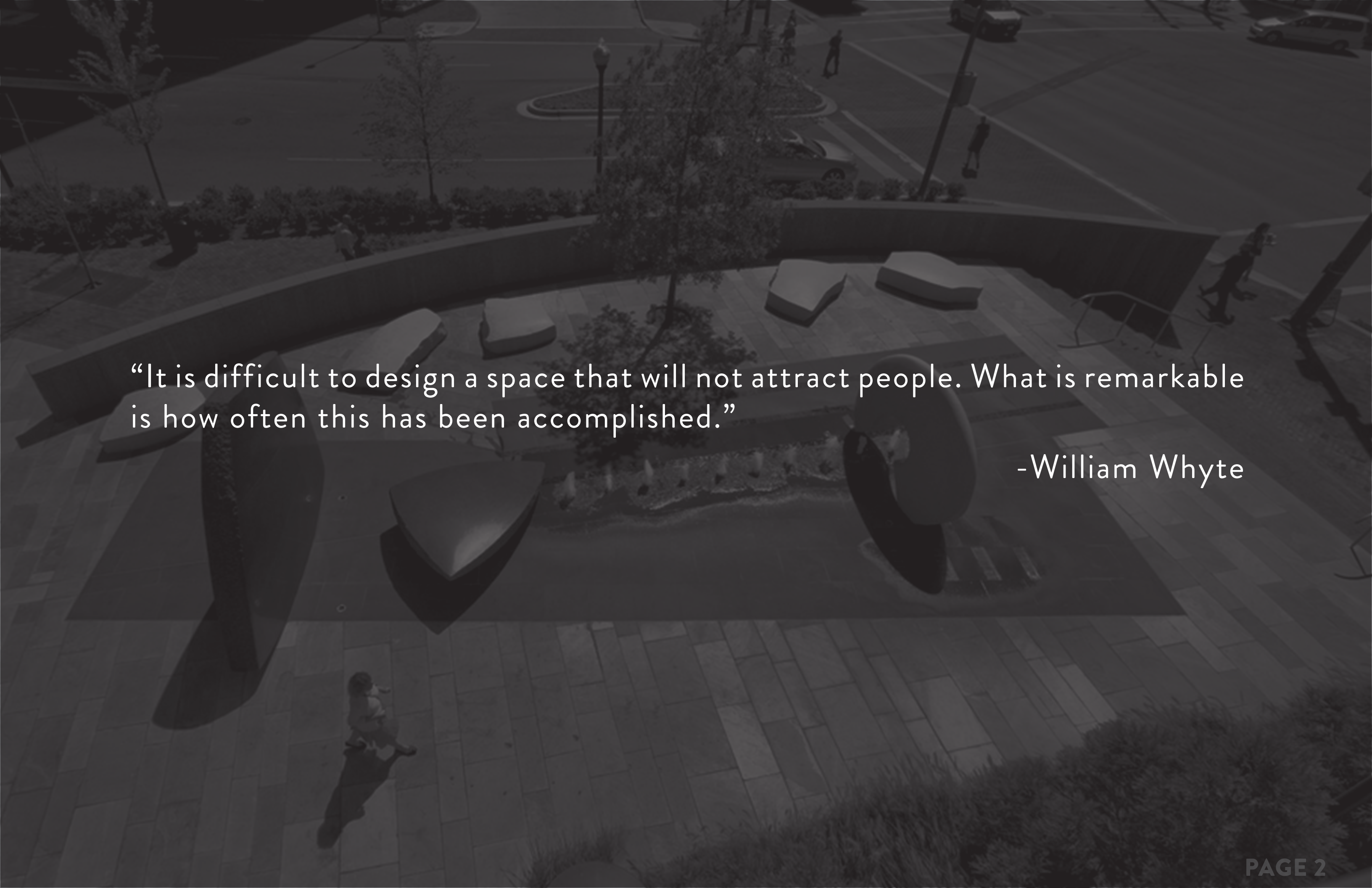
ART REVIEW PANEL

the collection

CHEVY CHASE



CCLC
EST. 1890
THE CHEVY CHASE
LAND COMPANY

An aerial photograph of a modern urban plaza. The plaza features large, angular, light-colored stone sculptures arranged in a circular pattern around a central tree pit. The ground is paved with large, rectangular stone tiles. In the background, a street with cars and pedestrians is visible. The overall scene is a well-designed public space.

“It is difficult to design a space that will not attract people. What is remarkable is how often this has been accomplished.”

-William Whyte

VISION

create a great place

To rebrand, remerchandise, and reimagine The Collection at Chevy Chase in order to better address the community's needs and preferences, and create a more **vibrant**, **inviting**, and **appealing** shopping and dining destination.



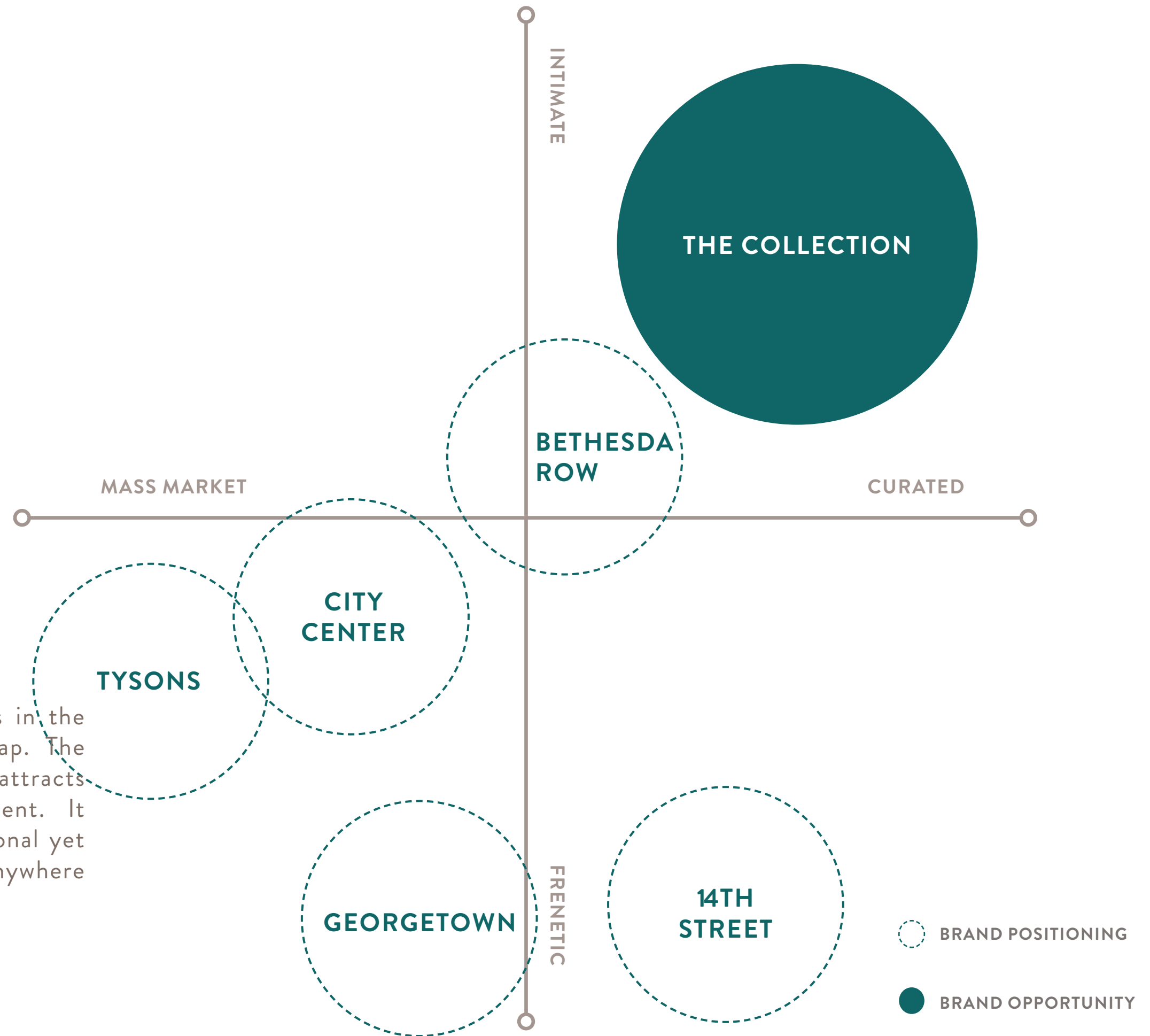
MARKET



MARKET GAP

VALUE PROPOSITION

The analysis identifies where the gap exists in the market and how the Collection can fill that gap. The Collection will create an environment that attracts people and encourages community engagement. It will be unique in the marketplace – aspirational yet accessible, with offerings you can't find anywhere else in DC. This is the place to be.



SITE ANALYSIS

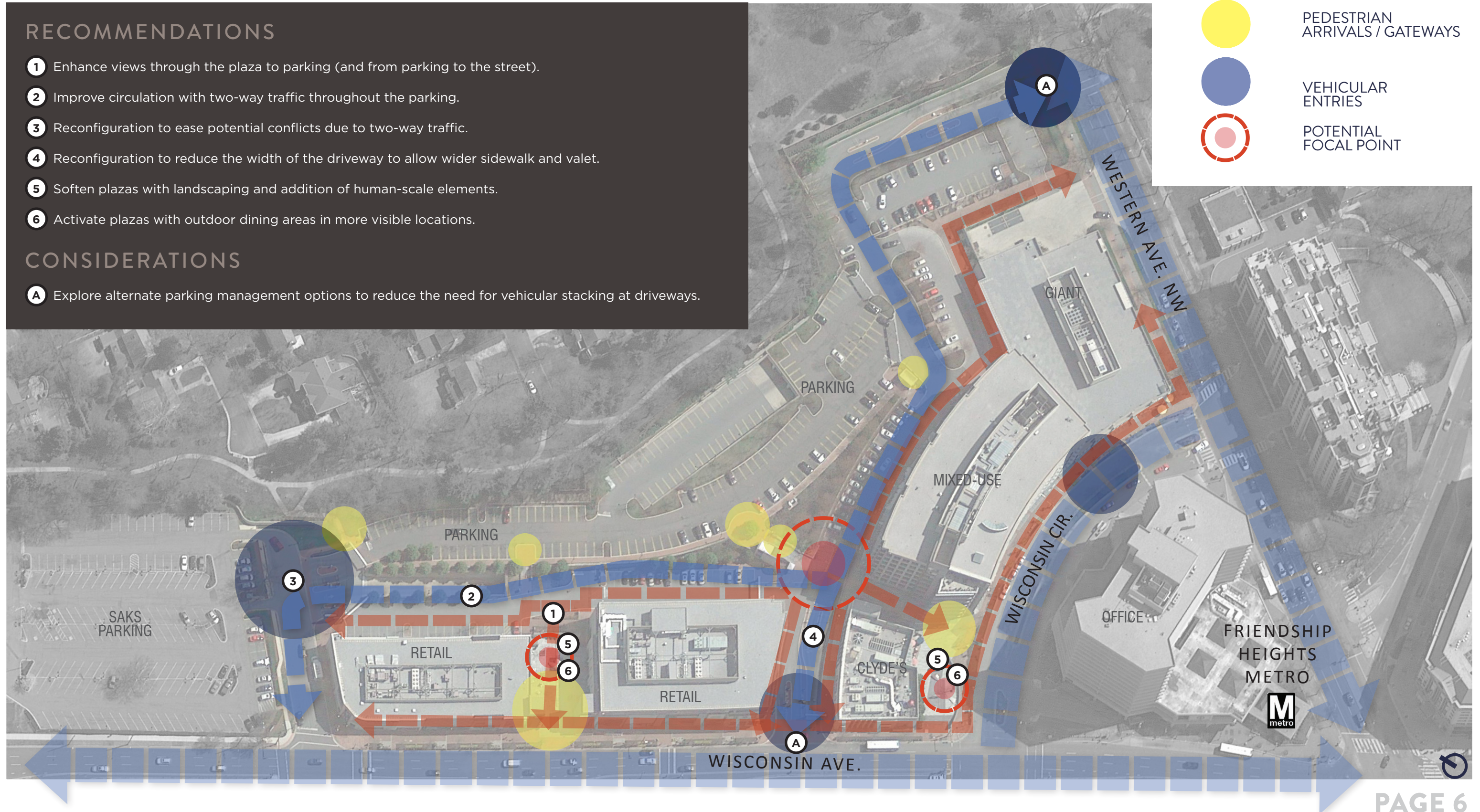
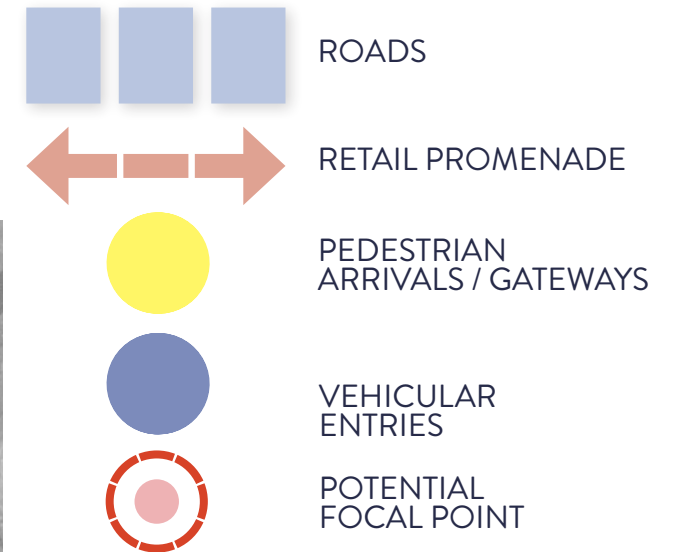
RECOMMENDATIONS

- 1 Enhance views through the plaza to parking (and from parking to the street).
- 2 Improve circulation with two-way traffic throughout the parking.
- 3 Reconfiguration to ease potential conflicts due to two-way traffic.
- 4 Reconfiguration to reduce the width of the driveway to allow wider sidewalk and valet.
- 5 Soften plazas with landscaping and addition of human-scale elements.
- 6 Activate plazas with outdoor dining areas in more visible locations.

CONSIDERATIONS

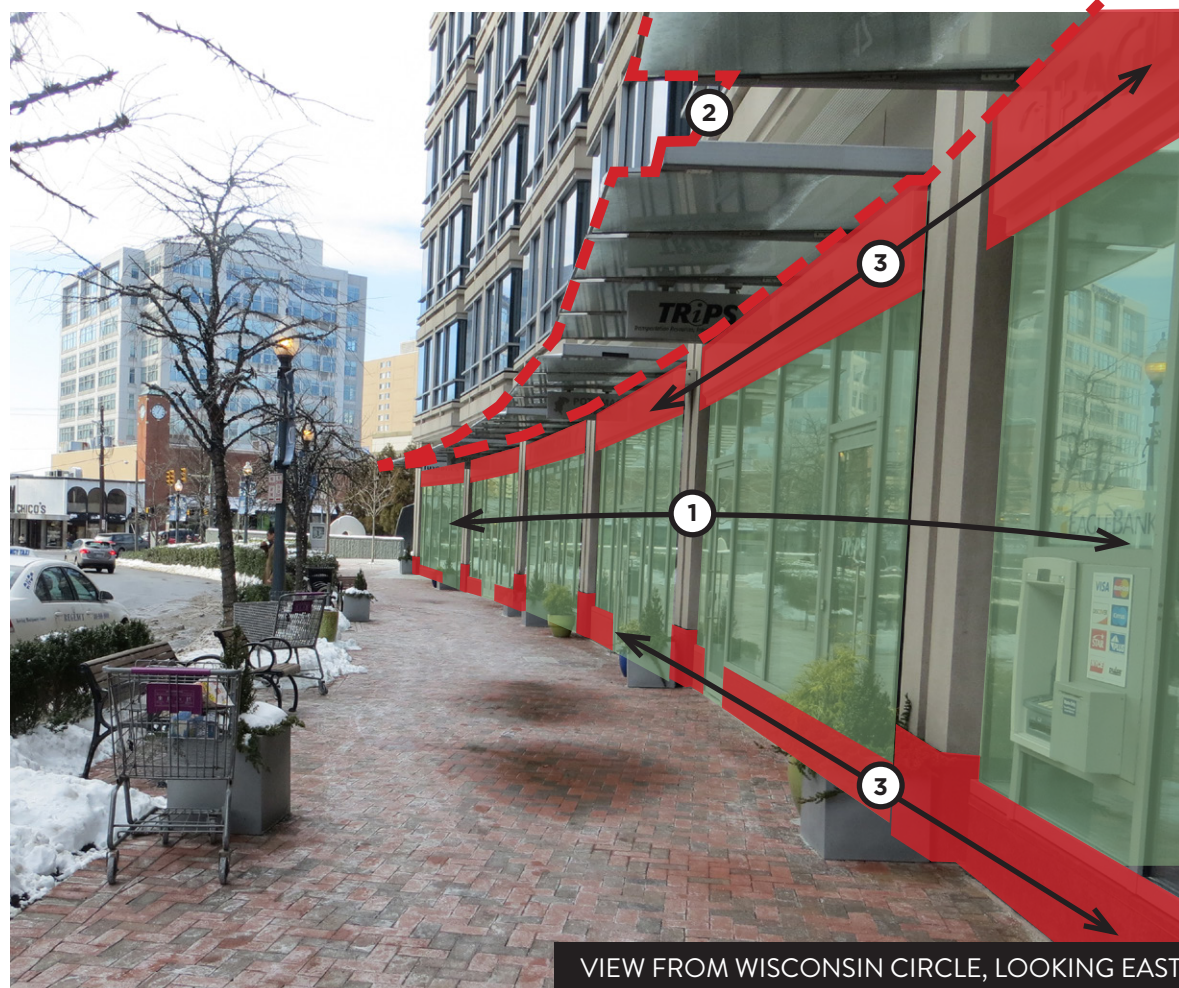
- A** Explore alternate parking management options to reduce the need for vehicular stacking at driveways.

LEGEND



STOREFRONT ANALYSIS

EXISTING CONDITIONS



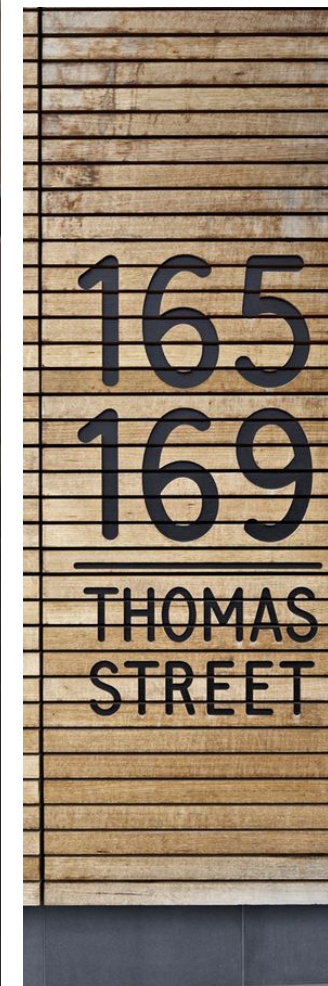
RETAIL OVERVIEW

Existing retail along Wisconsin Circle predominantly features aluminum storefront, glass awnings and uniform metal blade signage. The overall recommendation for storefronts along Wisconsin Circle is for tenant driven replacement of each storefront for more variety and texture at the pedestrian scale.

RECOMMENDATIONS

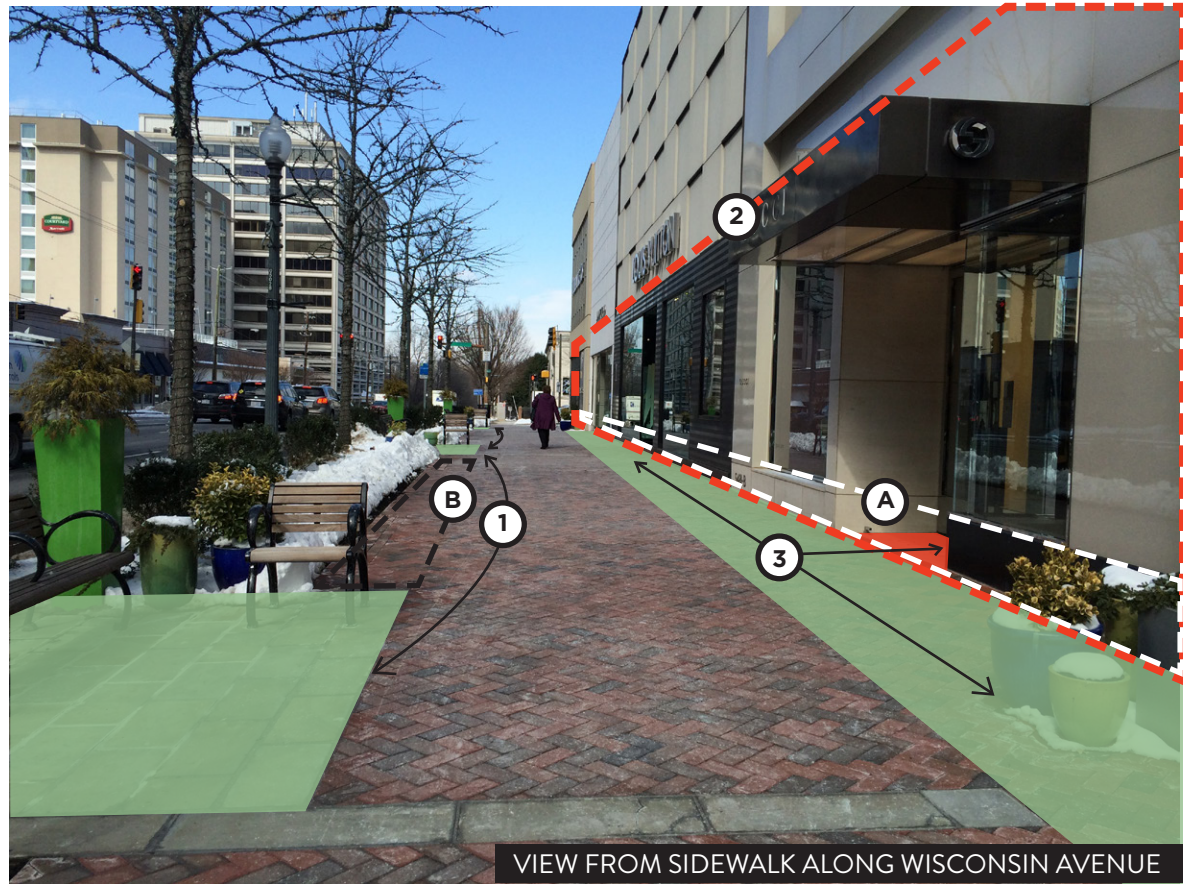
- ① Add variety by introducing tenant-driven signage and storefront interventions along Wisconsin Circle. Break up the uniformity of the existing storefronts along Wisconsin Circle.
- ② Remove glass awnings. Any new awnings should be made of softer, more lightweight materials such as fabric.
- ③ Add warm, natural materials to storefronts such as wood, metal and brick.

RECOMMENDATIONS



STREETSCAPE ANALYSIS

EXISTING CONDITIONS



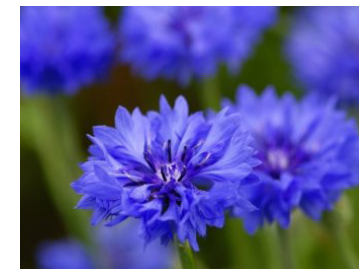
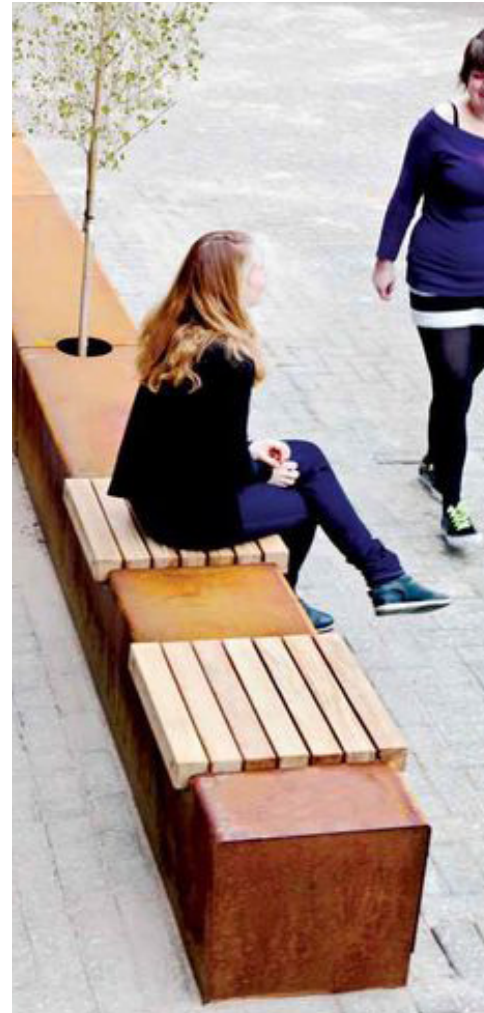
RECOMMENDATIONS

- ① Treat each cluster of seating/bench arrangements as a special 'room'. Differentiate each room with its own character and incorporate corresponding set of individual and group seating, paving patterns and planters. Avoid repeating furniture types in each cluster.
- ② Soften the storefront zone with fabric awnings and natural materials at the pedestrian scale.
- ③ Add a deeper strip of paving along the storefront zone with more distinctive patterns and textures. Differentiate paving at store entrance vestibules with unique paving.

CONSIDERATIONS

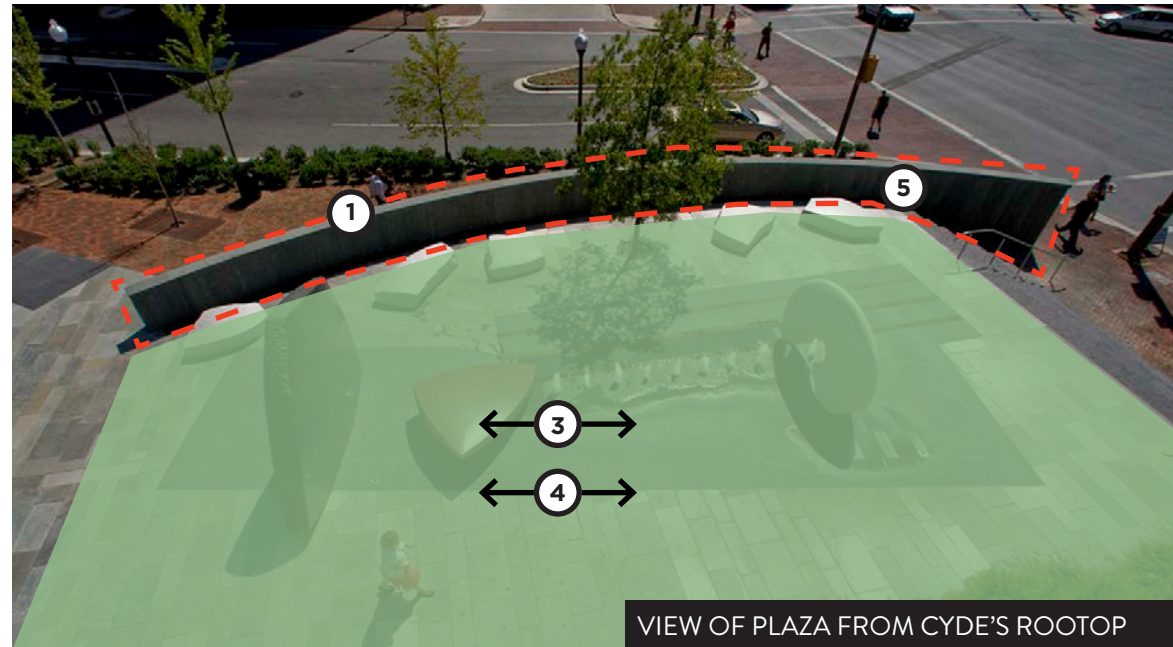
- (A) Add more distinctive tile or brick to the storefront elevation at the baseline beneath storefront openings or along entrance columns.
- (B) The addition of parallel parking along Wisconsin Avenue provides opportunities for curbside dining between each seating cluster.

RECOMMENDATIONS



JOHNSTON PARK PLAZA

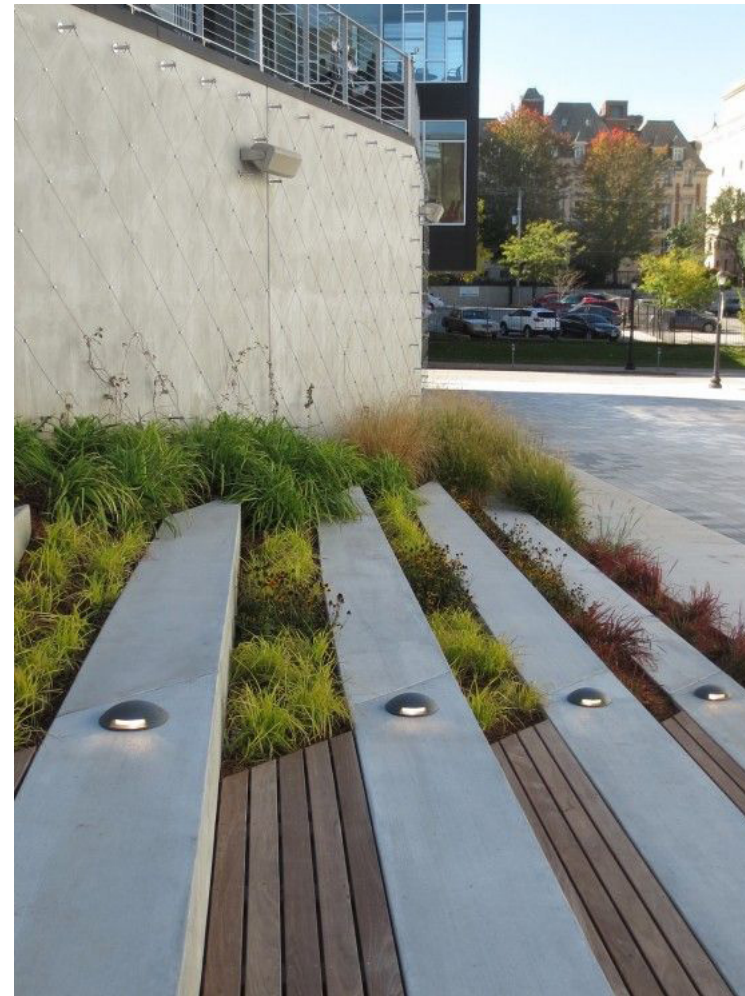
EXISTING CONDITIONS



RECOMMENDATIONS

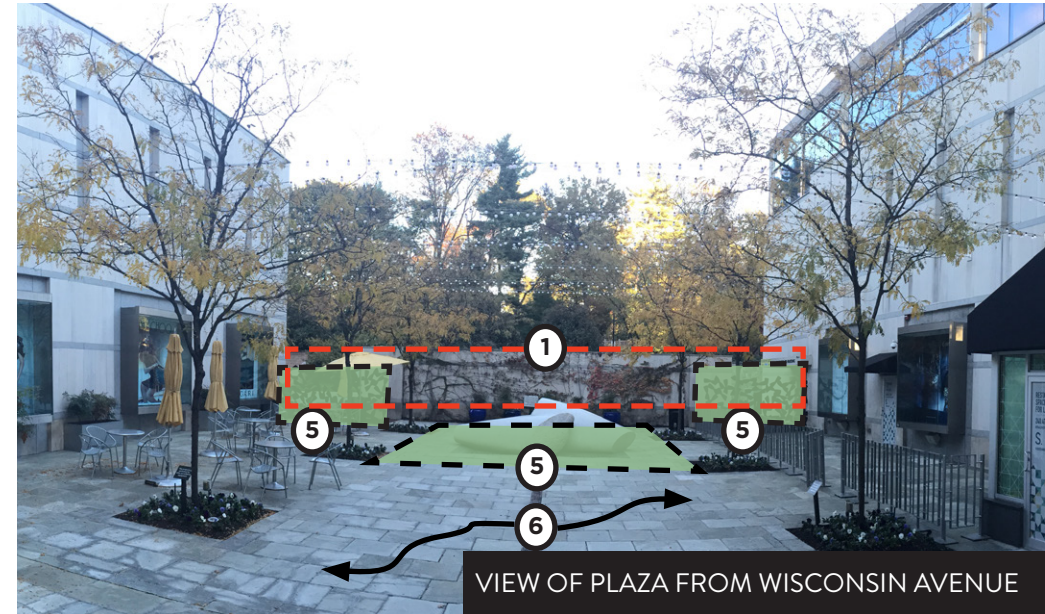
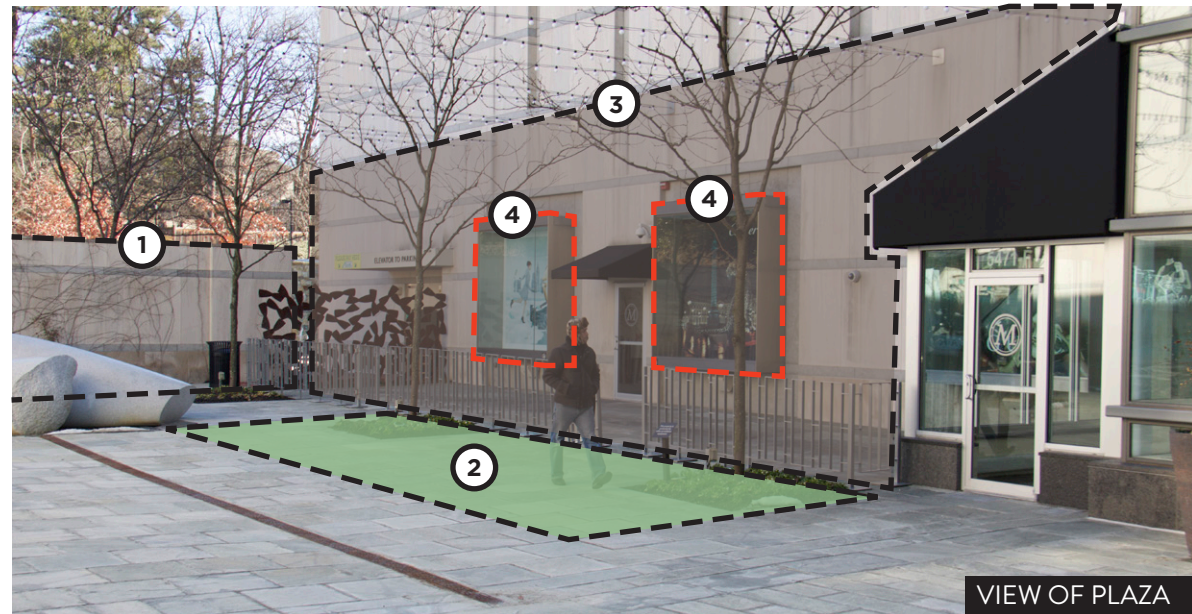
- ① Emphasize access and views by removing wall.
- ② Incorporate iconic sign as a gateway feature.
- ③ Remove art to expand useable plaza area and incorporate greater seating options, increased landscaping areas, and improve access.
- ④ Provide a greater diversity of paving materials, patterns, and/or colors.
- ⑤ Provide a memorable water feature to attract people and mitigate vehicular sound.

RECOMMENDATIONS



FARR PARK

EXISTING CONDITIONS

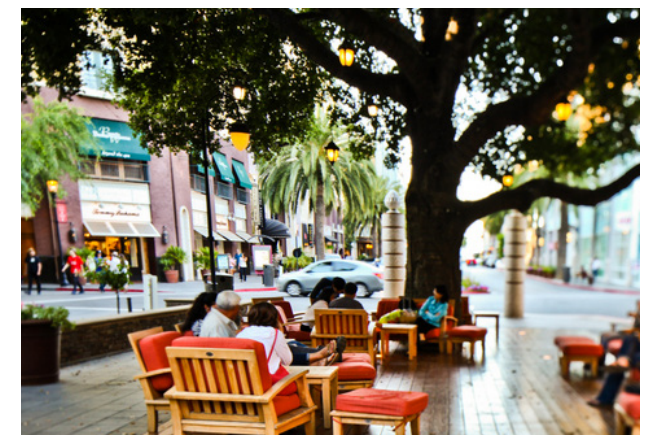
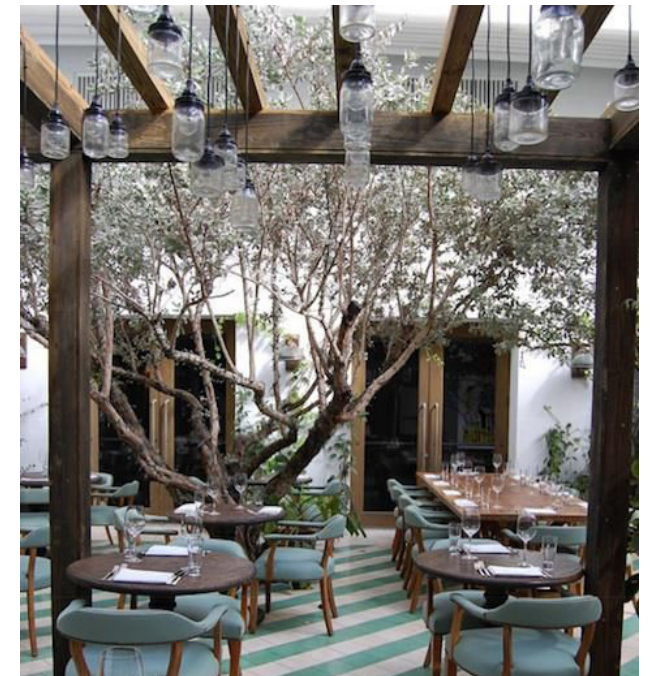


RECOMMENDATIONS

- ① Emphasize access between parking area and Wisconsin Ave by removing the rear plaza wall and converting to a low seat wall or fountain.
- ② Incorporate more plantings/green areas and well-defined seating and dining zones.
- ③ Add pergolas, overhead shade devices and screen walls to add texture and introduce human-scaled elements to the plaza.
- ④ Punch through display boxes to introduce windows at the facade.

- ⑤ Remove art to expand useable plaza area and incorporate greater seating options, larger landscaping areas, and improve access.
- ⑥ Provide a greater diversity of paving materials, patterns, and/or colors.
- ⑦ Incorporate distinctive signage at the plaza with a cohesive identity to unify the shops along Wisconsin Circle, Wisconsin Avenue and the parking area.

RECOMMENDATION



DESIRED CHARACTER



TEXTURED

Comfortably chic and uniquely appointed, The Collection is high-fashion yet warm-natured, exclusive but never exclusionary.



TAILORED

Smart but not showy, The Collection brand feels bespoke at every touchpoint, creating a sense of ownership.



TIMELESS

The Collection brand is fashion forward but defies trends - this is a legacy property with enduring appeal.

ARTWORK LOCATION MAP

KEY

- POD
- AGAINST THE DAY
- PARK/PLAZA



ARTWORK

Pod

Artist: Richard Deutsch

Location: Farr Park, Chevy Chase, MD

Date: 2007

Medium: White granite and bronze panels

Condition: Excellent

Dimensions: 4'6" x 17'x 17'.

Signature: Artist's certificate

Fountain not part of artwork

COMMISSION VALUE: \$250,000

APPRAISED VALUE: \$ 300,000

Against the Day

Artist: Richard Deutsch

Location: Johnston Park Plaza, Chevy Chase, MD

Date: 2007

Medium: Black, White and Red granite

Condition: Excellent

Dimensions: site specific work occupies 9,000 square feet.

Signature: Artist's certificate

Fountain not part of artwork

COMMISSION VALUE: \$500,000

APPRAISED VALUE: \$ 625,000

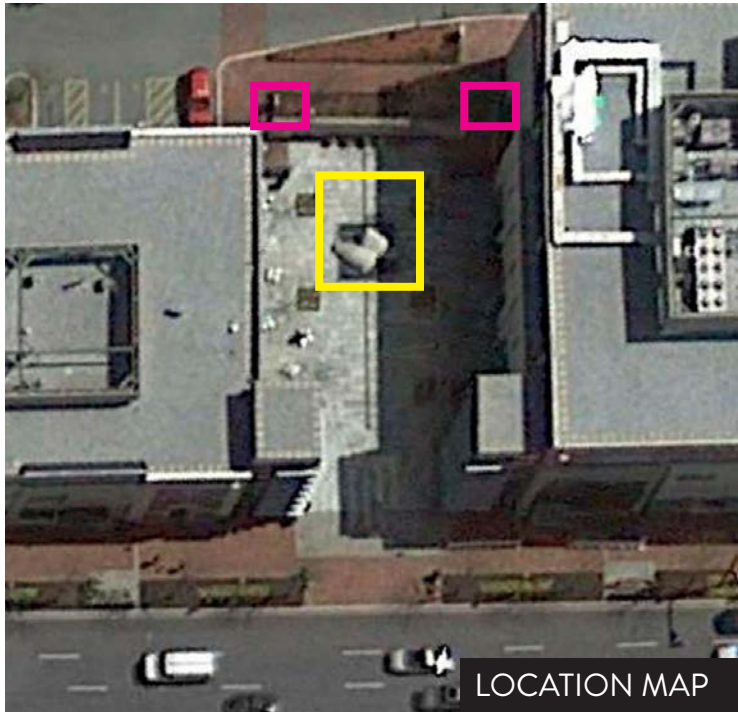


VIEW OF PLAZA FROM WISCONSIN AVENUE ▲

VIEW OF PLAZA FROM CYDE'S ROOFTOP ▼



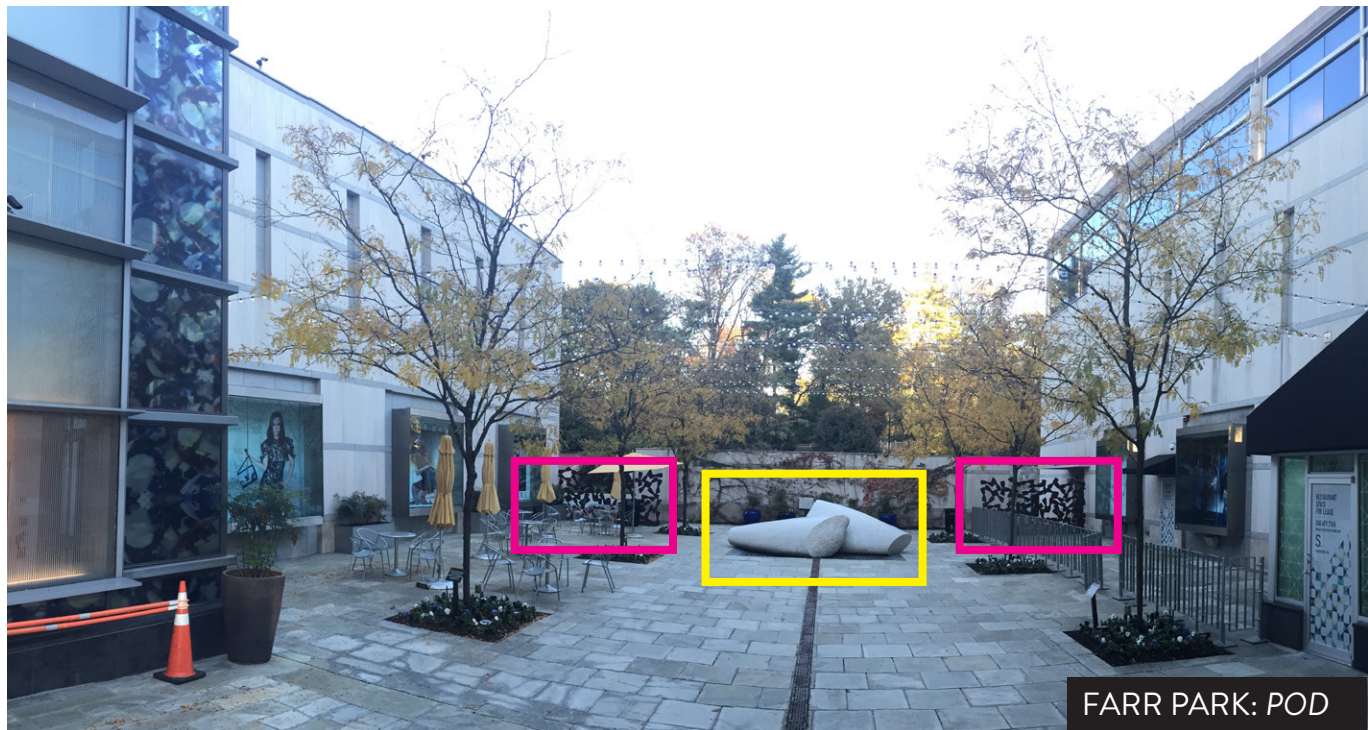
POD: EXISTING



KEY

BRONZE OAK LEAVES

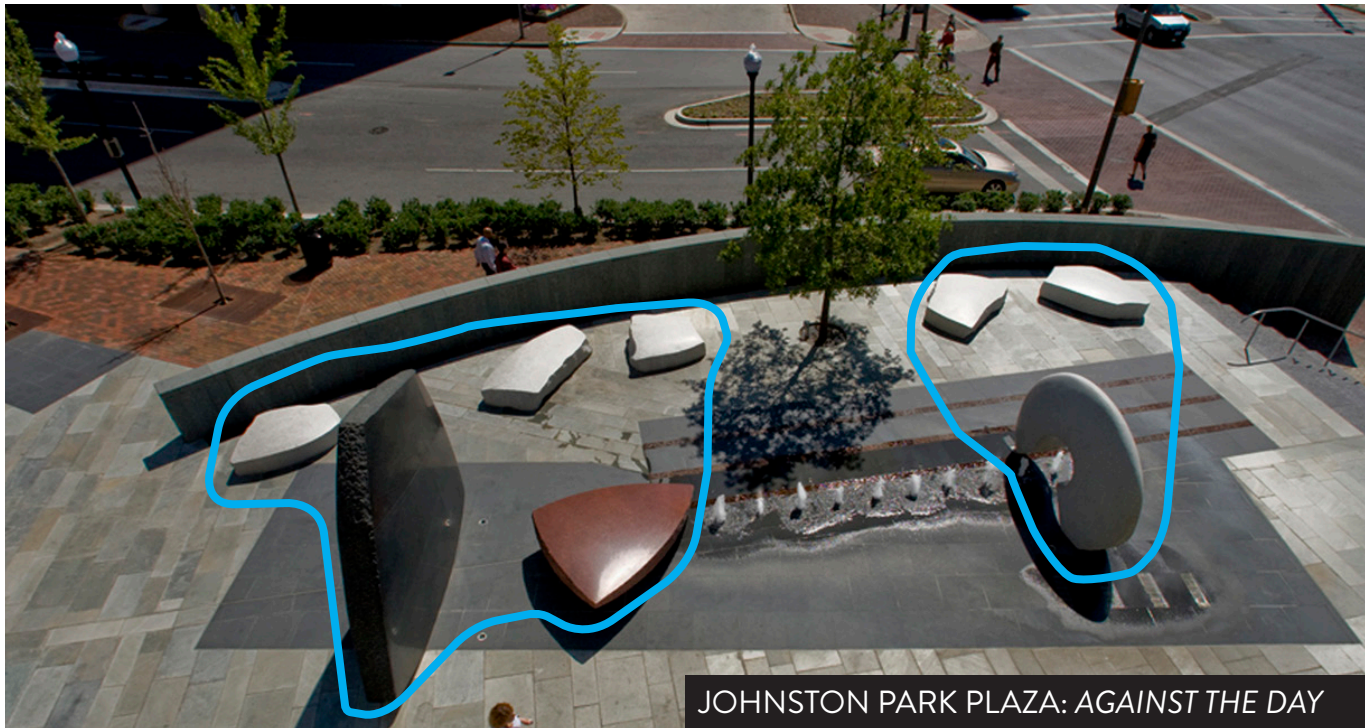
GRANITE SEED PODS



AGAINST THE DAY: EXISTING



KEY
□ GRANITE STONES



PUBLIC AMENITY

“The **goal** of the optional method is to **create** a more **attractive urban environment** through a package of public amenities designed to support increased density. Along with public art, qualifying amenities include **increased open space**, affordable housing, and environmental elements.”

(Montgomery County Public Art Guidelines, p.6)



GUIDING PRINCIPLES

WELCOMING + SAFE ACCESS + CIRCULATION

- Safe and comfortable pedestrian access
- 2-way internal retail promenade - shared street
- On-street parking, new crosswalks
- New roundabout entrance

MEMORABLE + ICONIC PUBLIC SPACES

- Warmer materials, special paving, greener spaces, inviting and comfortable seating options
- Increase intimate and communal areas
- Increase outdoor restaurant dining areas
- Dramatic lighting effects
- Encourage sociability and sense of community
- New tiered plaza as a hub for events

UNIQUE FAÇADES/SIGNAGE/WAYFINDING

- Diversified tenant mix
- Curated storefronts
- Individualized signage
- Enhanced branding and wayfinding



INSPIRATION



PROGRAM

- KEY
- STREET IMPROVEMENT
 - NEW PROMENADE
 - IMPROVED PROMENADE
 - ENHANCED/NEW OPEN SPACE
 - WATER FEATURE
 - WAYFINDING SIGNAGE
 - PROJECT SIGNAGE
 - ENVIRONMENTAL SITE DESIGN



SITE PLAN

SITE AMENITIES LEGEND

- | | |
|--|---|
| A Proposed Gateway Roundabout & Iconic Signage | K Existing Parking Garage |
| B Proposed Pedestrian-Oriented Street with Parallel Parking | L Giant Store Loading/Drop-Off to Remain |
| C Dining Plaza | M Existing Park/Community Walkway |
| D Potential Flexible Use Structure (Temporary) | N Friendship Heights Metro Station |
| E Tiered Plaza | O Service Ramp |
| F Performance Plaza with Decorative Paving | P Central Plaza Space (can be closed to vehicular traffic) |
| G Narrowed Arrival Street | Q Improved Parking Lot |
| H Gateway Plaza with Fountain Feature & Terraced Seating | R Existing Service Area |
| I Refreshed Streetscape Treatments | S Bike Share |
| J Existing Surface Parking | T Ticket Dispenser Location |



APPROX. CONSTRUCTION COSTS

A JOHNSTON PARK PLAZA: ± \$1.5 MILLION

B FARR PARK: ± \$900,000

C TIERED PLAZA: ± \$1.5 MILLION

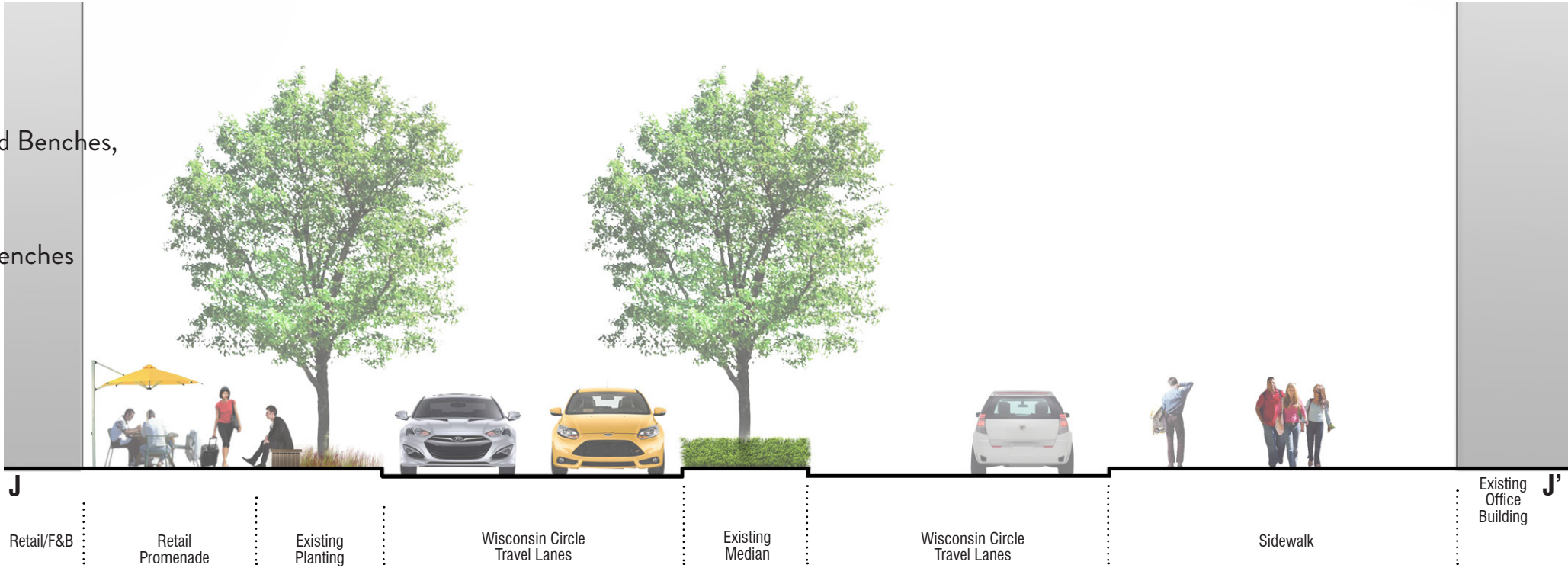


STREETSCAPE



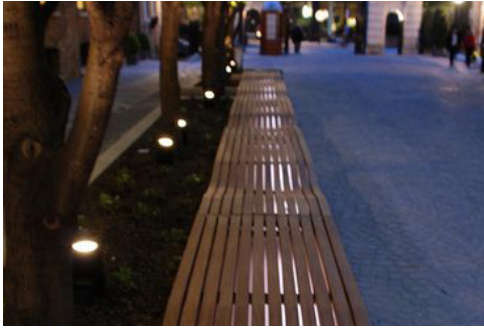
SITE AMENITIES LEGEND

- A** Existing Paving/Hardscape
- B** Proposed Monumental Wood Benches, with Conversation Nooks
- C** Branding/Signage
- D** Monumental Wood Plinth Benches



Wisconsin Circle Streetscape - Existing

The existing Wisconsin Circle retail promenade is in excellent condition, with brick pavers and lush landscape. Existing benches, pots and other site amenities clutter the streetscape and don't focus attention on the storefronts.



Wisconsin Circle Streetscape - Proposed

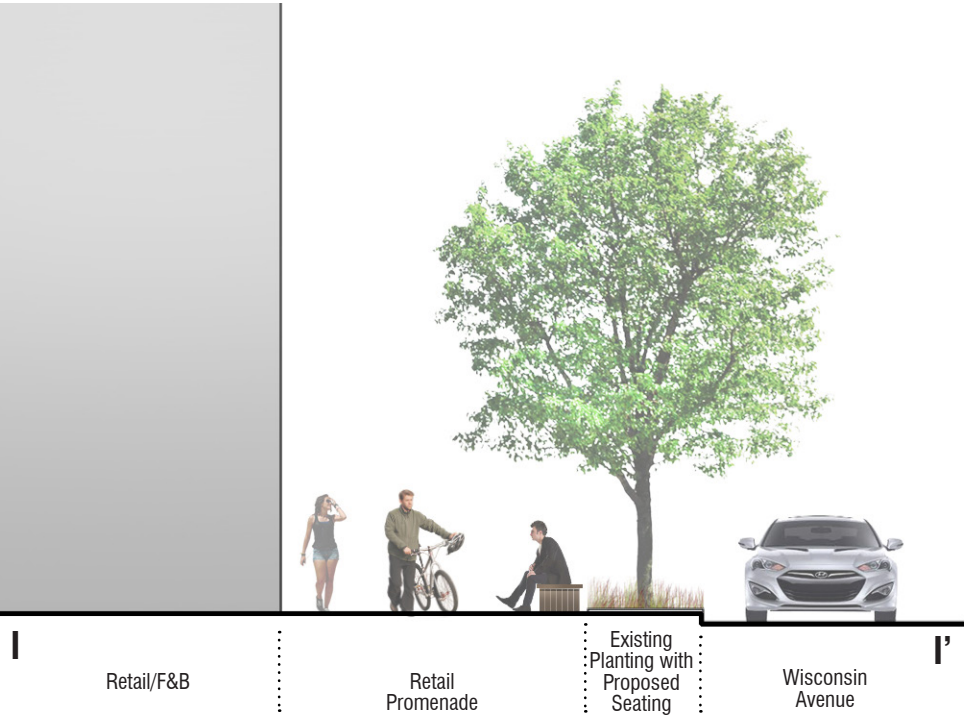
Smaller seating nooks will be replaced with larger wood plinth benches, which will accentuate the existing landscape areas and shade trees. Oriented towards the storefront and seating areas, these benches will create attractive spaces for sitting. Pots and other furnishings will be simplified in form and color, creating a cohesive environment.

STREETSCAPE



SITE AMENITIES LEGEND

- A** Existing Paving/Hardscape
- B** Proposed Monumental Wood Benches, with Conversation Nooks
- C** Branding/Signage
- D** Monumental Wood Plinth Benches



Wisconsin Avenue Streetscape - Existing



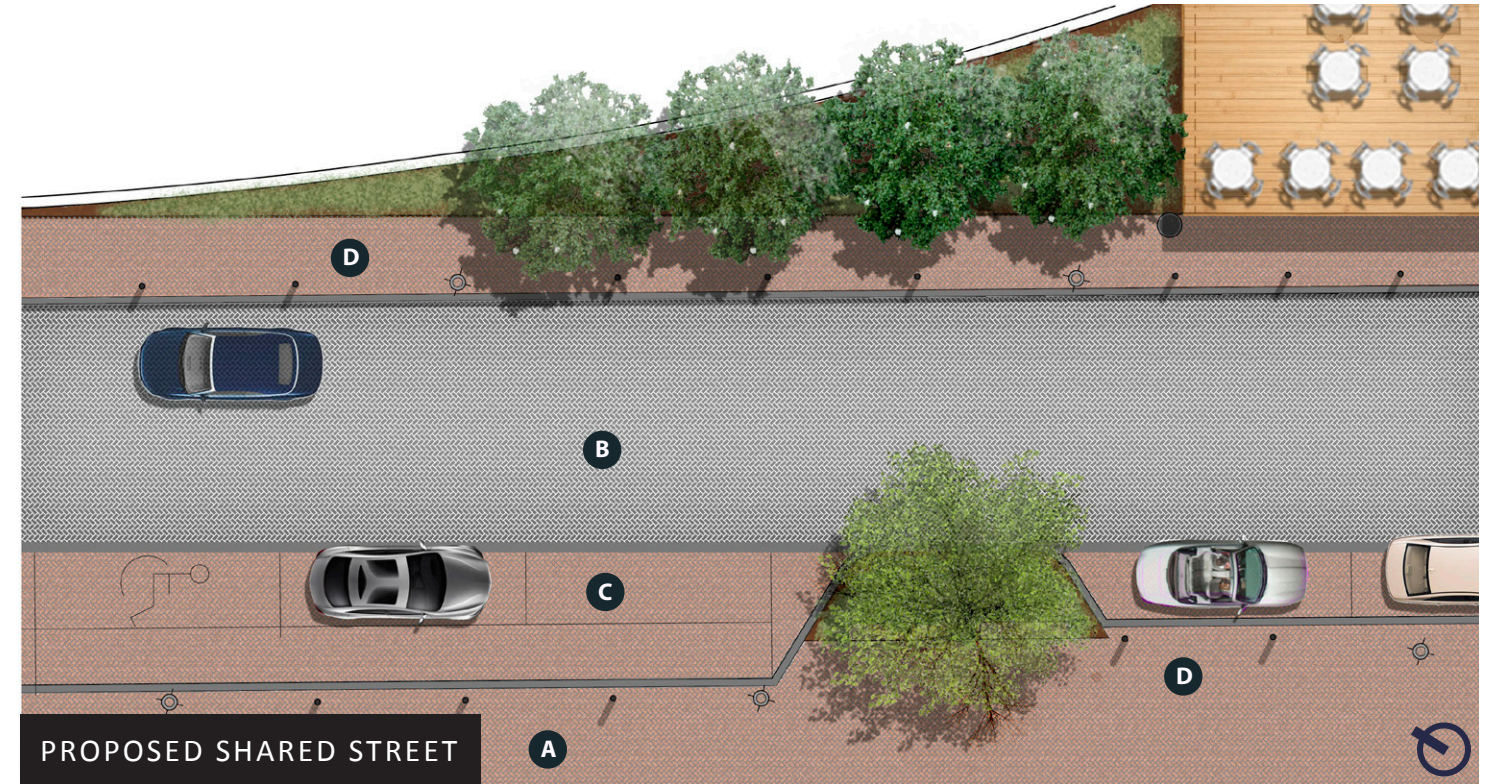
The existing Wisconsin Street retail promenade is in excellent condition, with brick pavers, stone accents and lush landscape. Existing benches, pots and other site amenities clutter the streetscape and don't focus attention on the storefronts.



Wisconsin Avenue Streetscape - Proposed

Smaller seating nooks will be replaced with larger wood plinth benches, which will accentuate the existing landscape areas and shade trees. Oriented towards the storefront and seating areas, these benches will create attractive spaces for sitting. Pots and other furnishings will be simplified in form and color, creating a cohesive environment.

RETAIL PROMENADE



SITE AMENITIES LEGEND

- A** Tie-in to Existing Paving/Hardscape
- B** Enhanced paving material to announce a pedestrian zone - curbless in specific areas
- C** Parking
- D** New/Expanded sidewalk



JOHNSTON PARK PLAZA



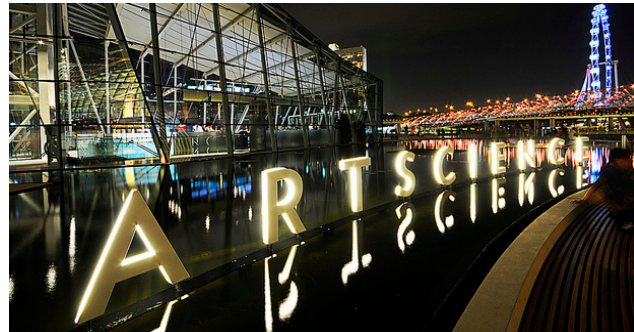
VIEW 2

SITE AMENITIES LEGEND

- | | |
|---|--|
| A Signature Water Wall with Iconic Project Signage | G Stepped Landscape Terraces |
| B Staircase to Upper Plaza | H Potential Outdoor Dining |
| C Upper Plaza | I Secondary Site Signage |
| D Raised Planter | J Updated Streetscape - New landscaping, signage, furnishings, etc. |
| E Moveable Seating/Shade Canopies | |
| F Expanded/Reshaped Clyde's Dining Terrace | |



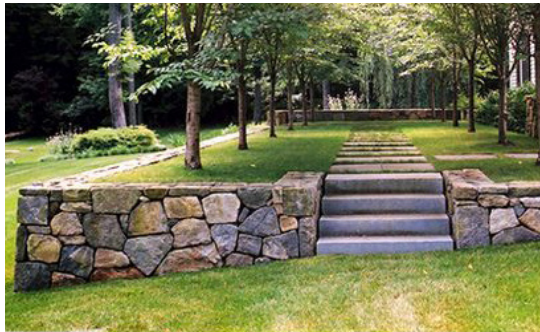
JOHNSTON PARK PLAZA



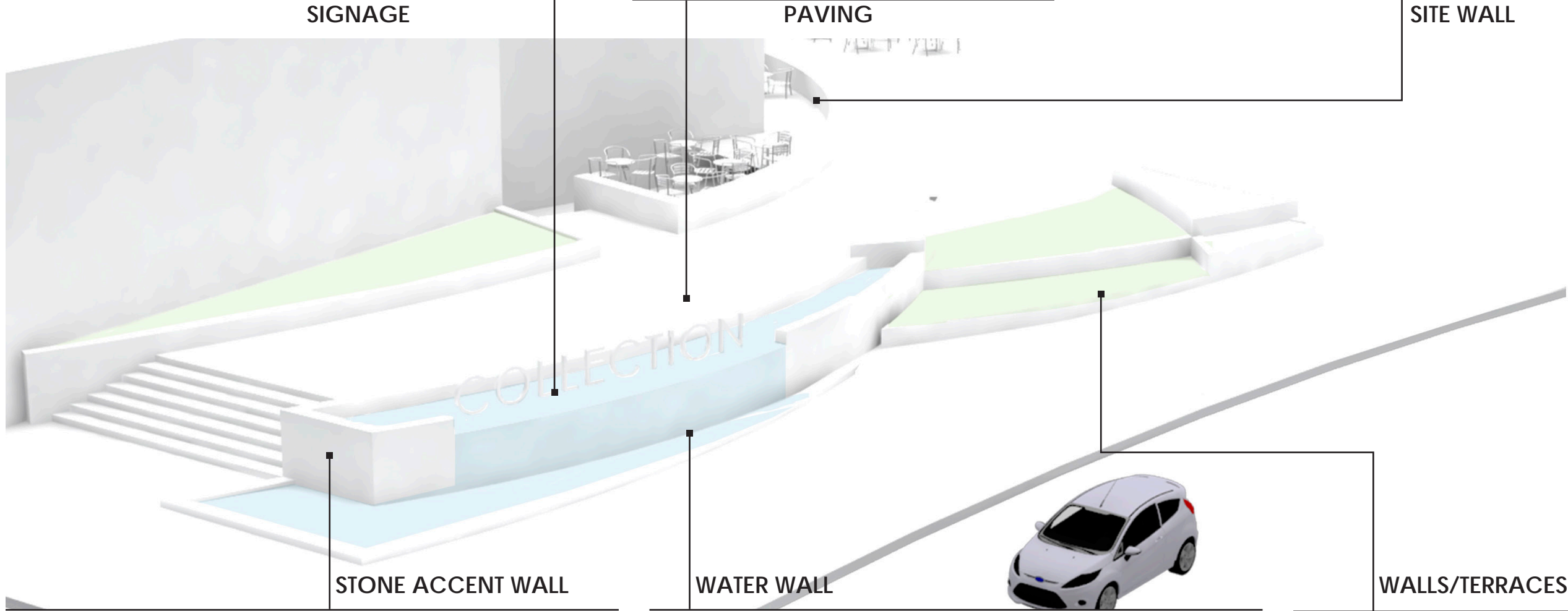
SIGNAGE



PAVING



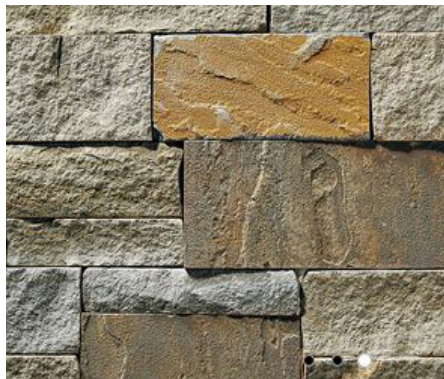
SITE WALL



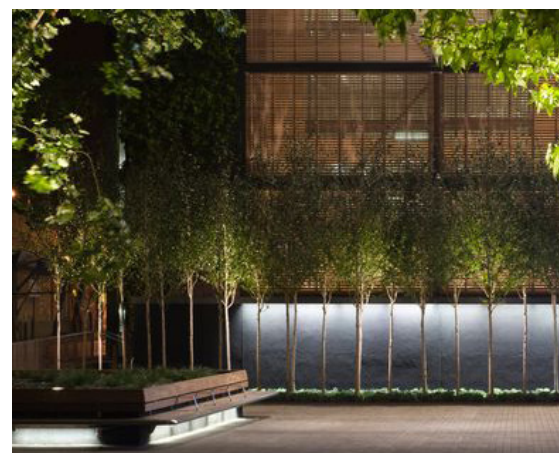
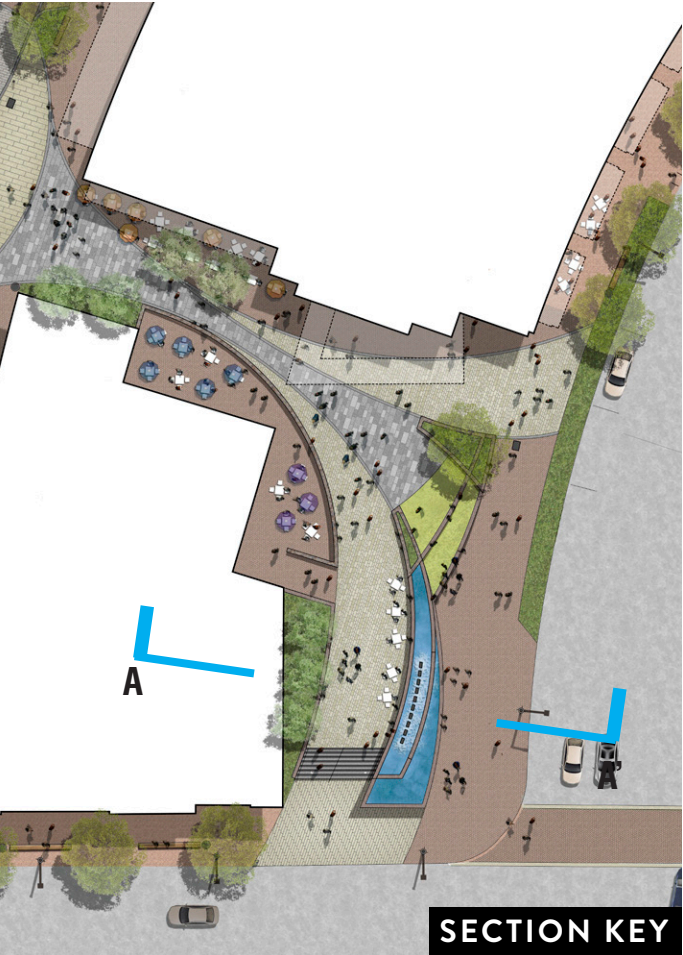
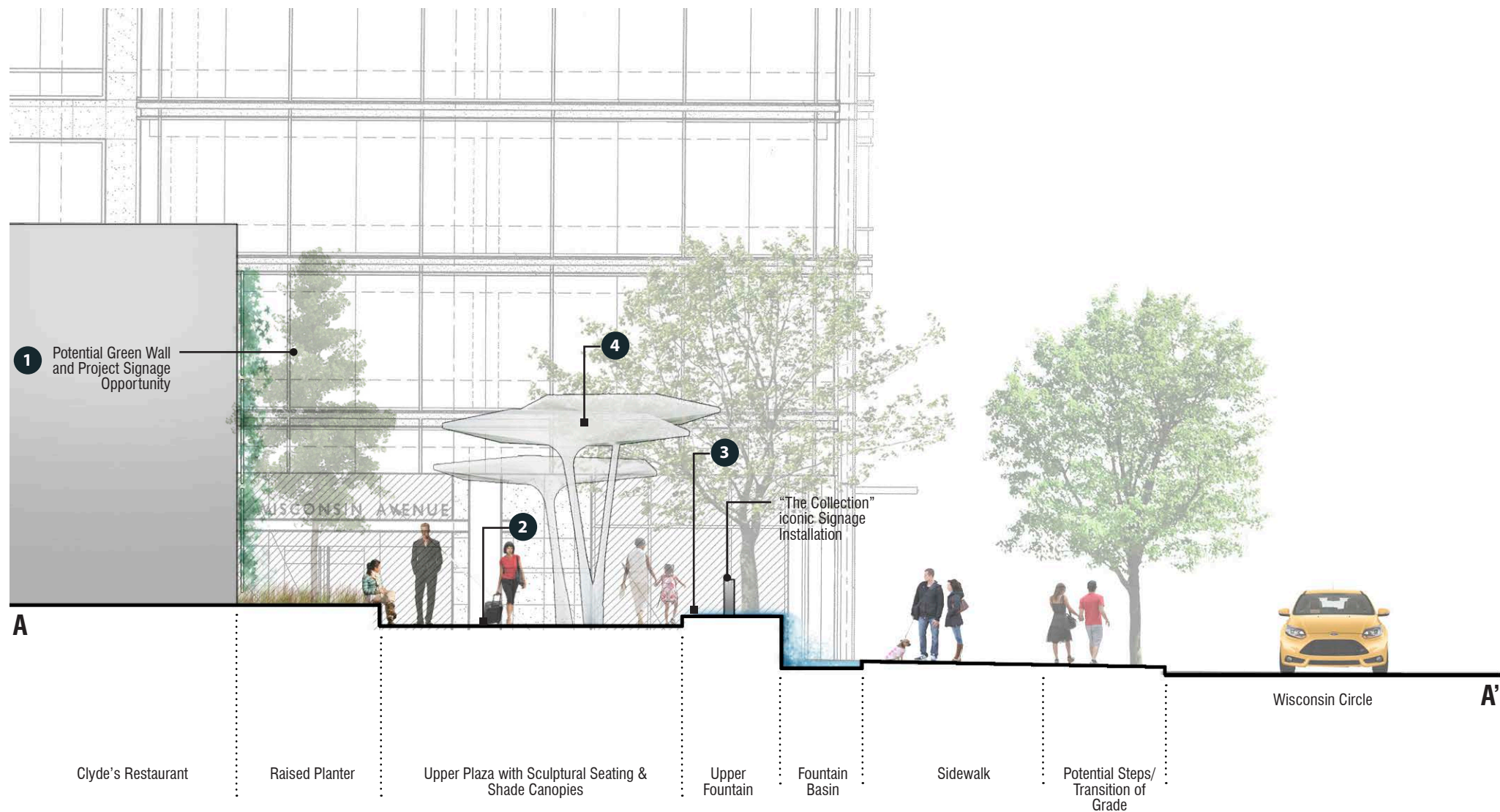
STONE ACCENT WALL

WATER WALL

WALLS/TERRACES



JOHNSTON PARK PLAZA



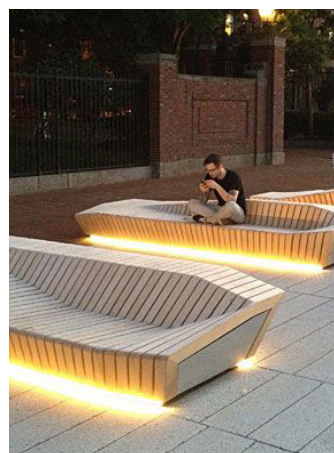
1 Appropriate Vegetative Screening

The existing evergreen tree screen will be replaced with more delicate and architectural columnar deciduous trees



2 Upper Plaza & Seating

The upper plaza will feature sculptural seating elements, which will be designed to attract users for lingering and relaxation. This will animate the primary gateway to the site. Lighting, color and materials all can be used to create an elegant, artistic statement.

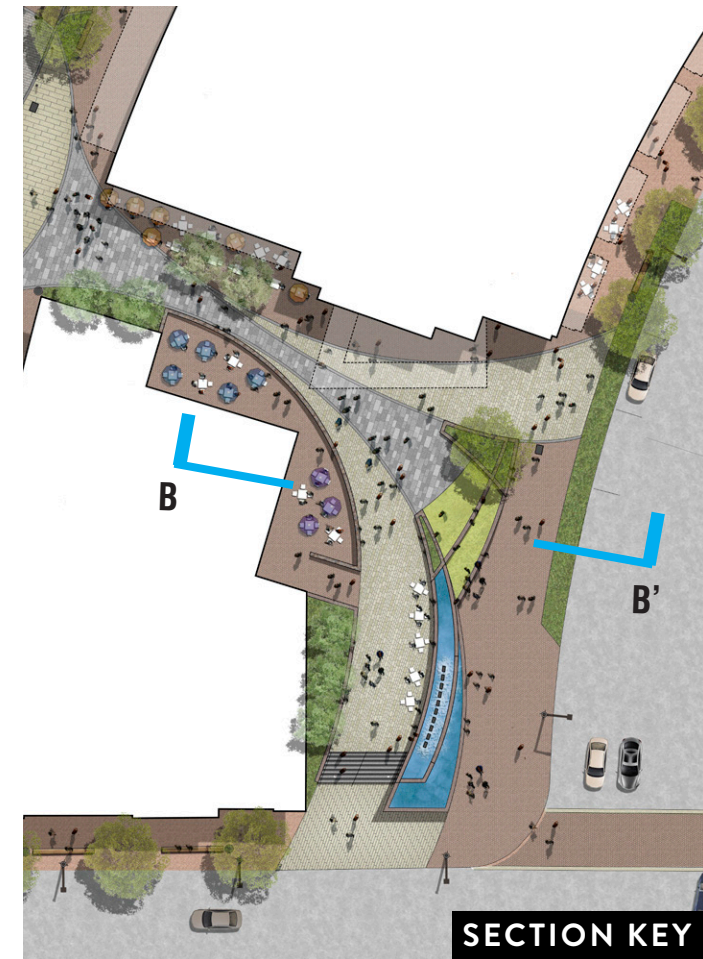
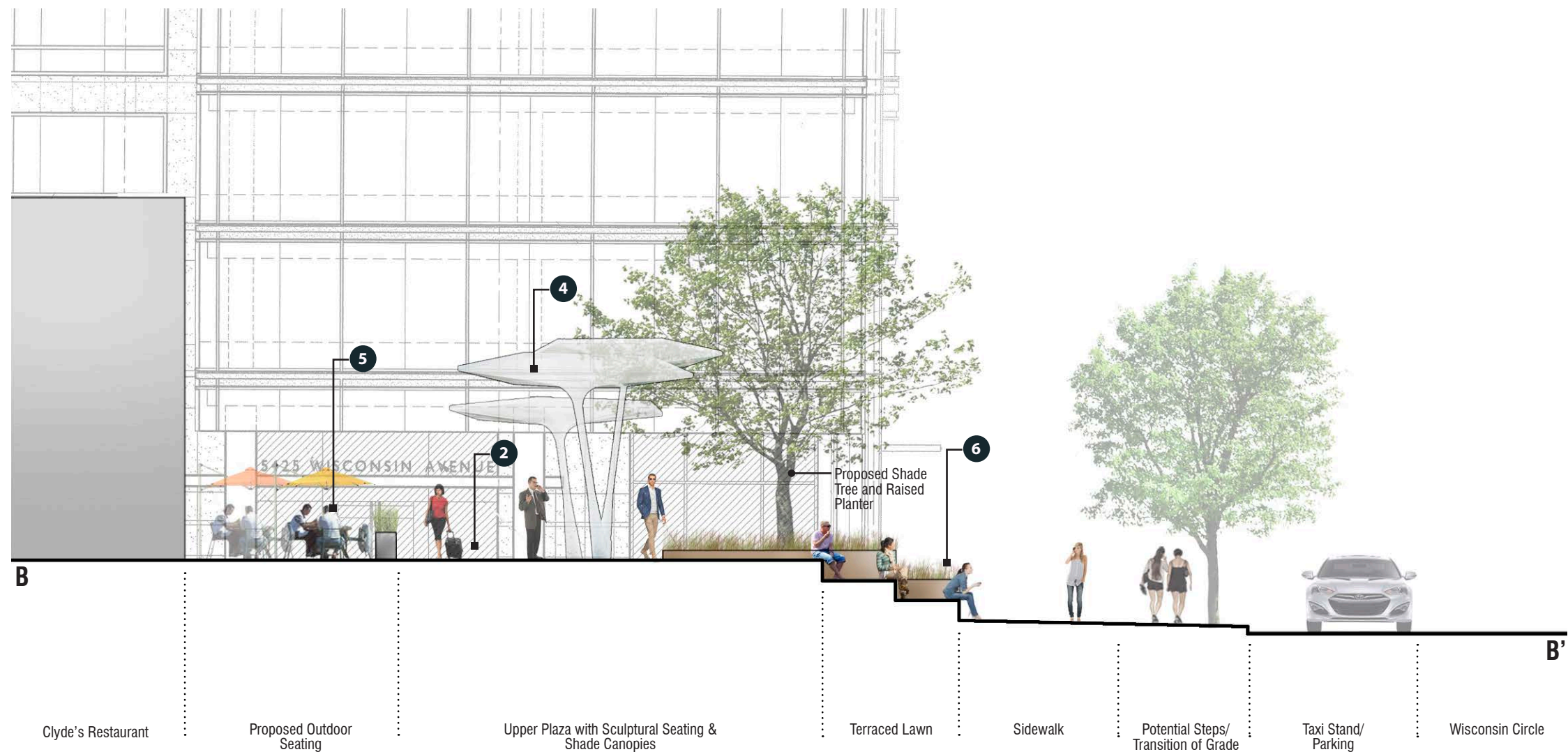


3 Iconic Signage + Memorable Water Wall

A modern, simple fountain will animate the corner at Wisconsin Avenue and Wisconsin Circle. Signage letters will "float" within the upper fountain basin, which will cascade into the lower pool below. Simple stone work will allow this feature to function as a sculptural wall in colder months when the fountain is turned off.



JOHNSTON PARK PLAZA



4 Shade Structures
Artistic shade structures can be incorporated into the plaza during summer months, providing much needed shade during hot weather. Seating elements can be arranged underneath, creating gathering spots for patrons.



5 Private Dining
Outdoor dining to offer a sense of time, place, and wonder. This will give the upper plaza energy and provide the community with an outdoor dining experience.



6 Terraced Lawn
These stepped walls will create areas for informal gatherings and events, while opening up the corner as the site's primary gateway. This area will be a popular spot for hanging out, eating lunch or listening to an informal concert.

JOHNSTON PARK PLAZA

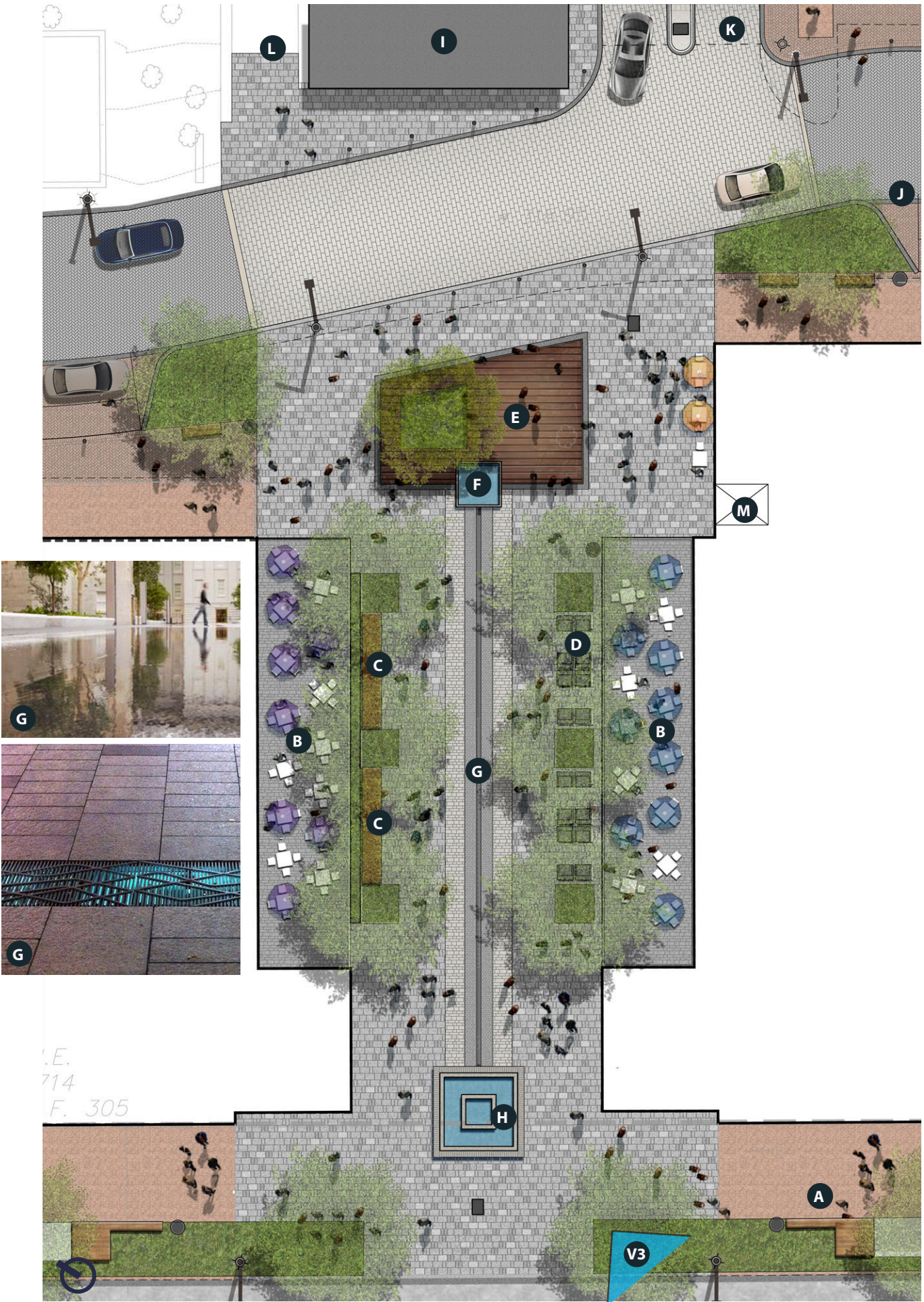
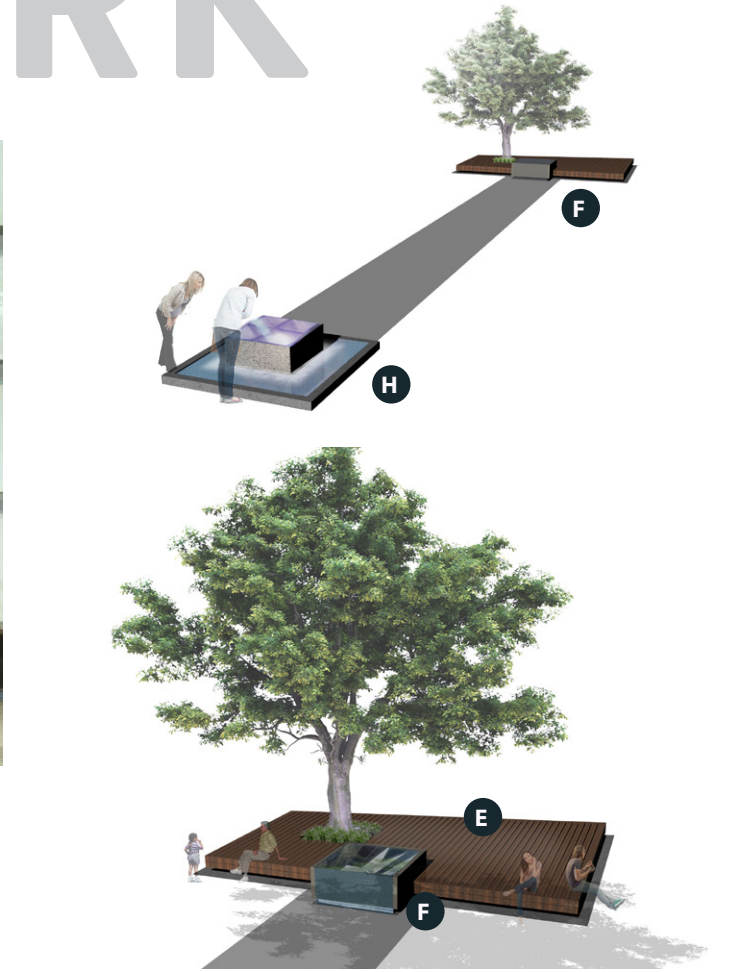


FARR PARK

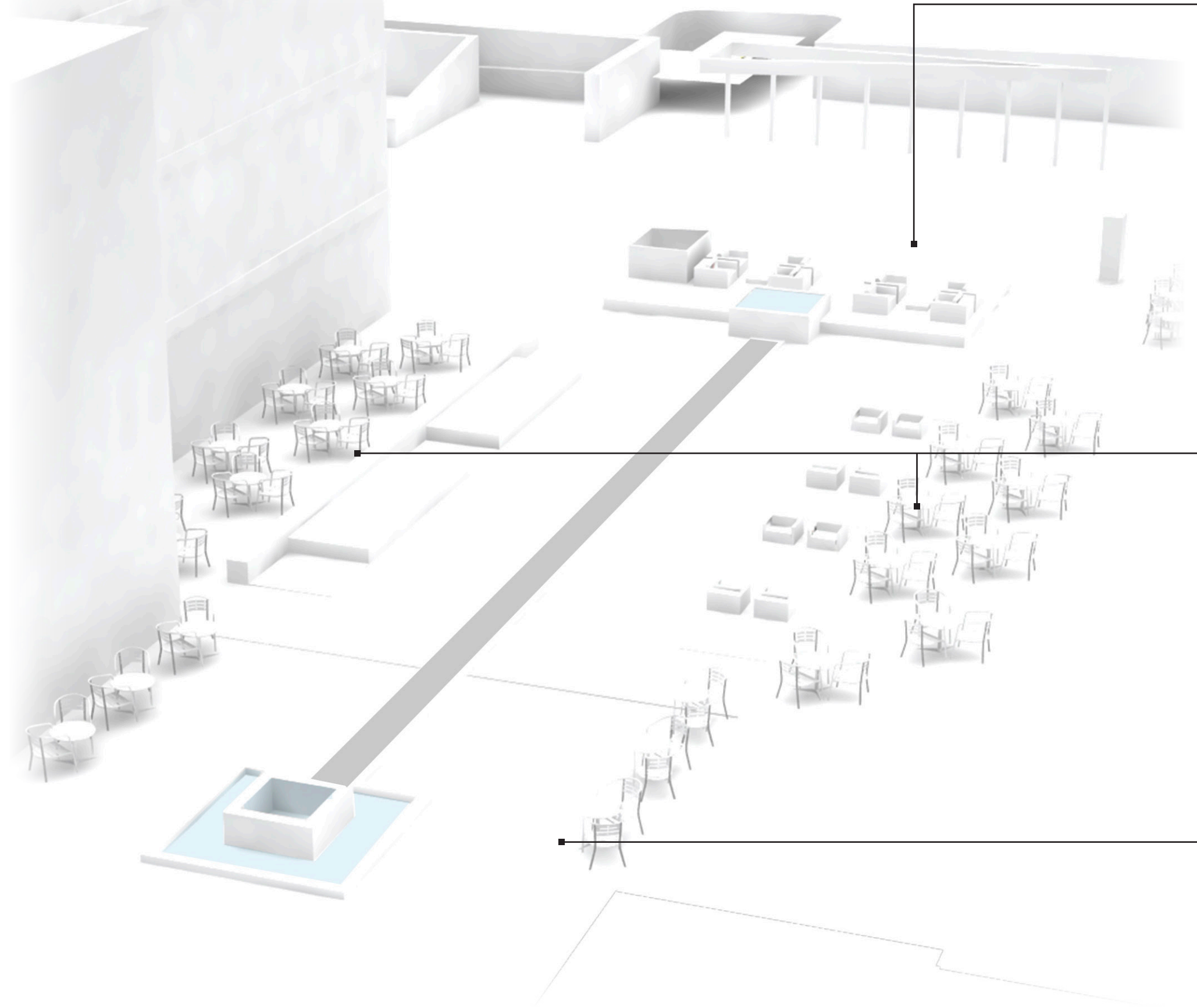


SITE AMENITIES LEGEND

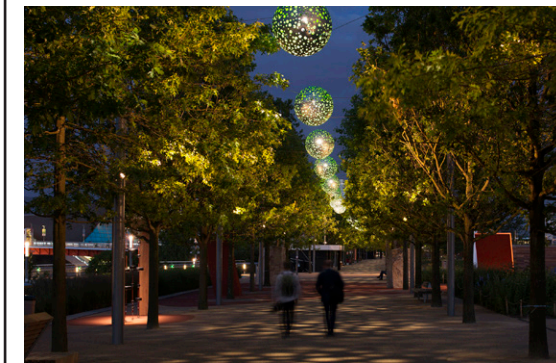
- A** Updated Wisconsin Street Streetscape - New signage, furnishings, etc.
- B** Outdoor Dining
- C** Monumental Wood Bench
- D** Moveable Seating
- E** Wood Deck Lounge
- F** Sculptural Fountain Feature/"Source"
- G** Artistic Scrim Fountain or Custom Linear Metal Grate Feature
- H** Artistic Fountain Feature/"Terminus"
- I** Multi Flexible-Use Structure
- J** Proposed Parallel Parking (handicap spaces as marked)
- K** Parking Garage Access
- L** Staircase from Parking Deck (existing)
- M** Elevator (existing)



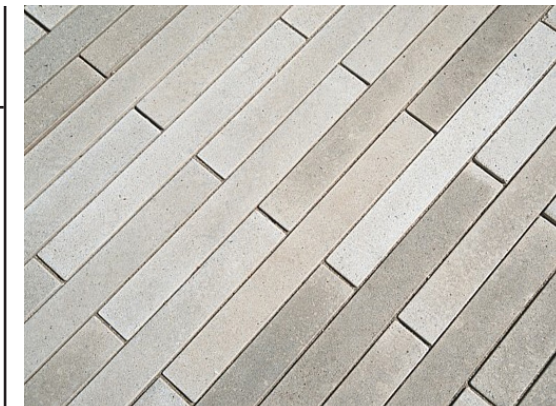
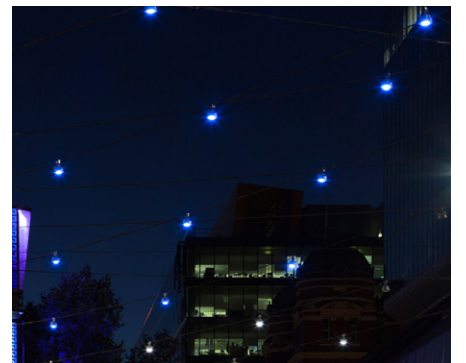
FARR PARK



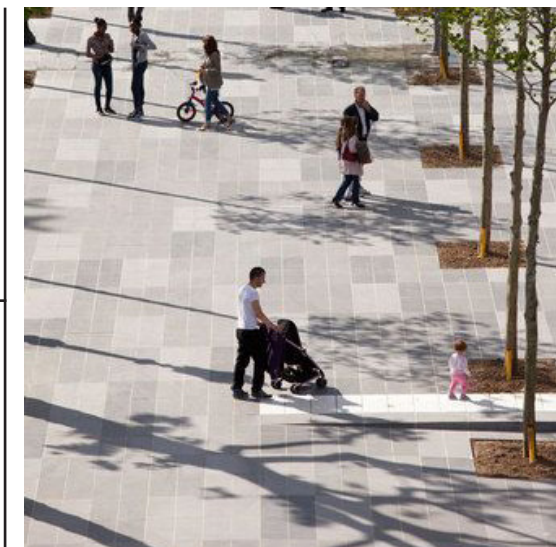
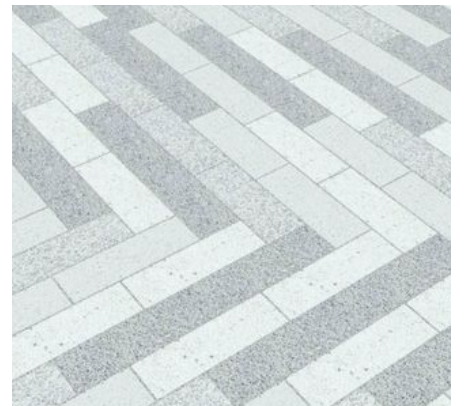
WOOD DECK



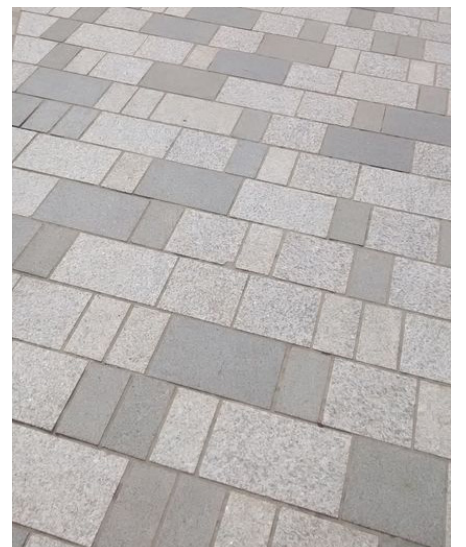
CREATIVE OVERHEAD LIGHTING



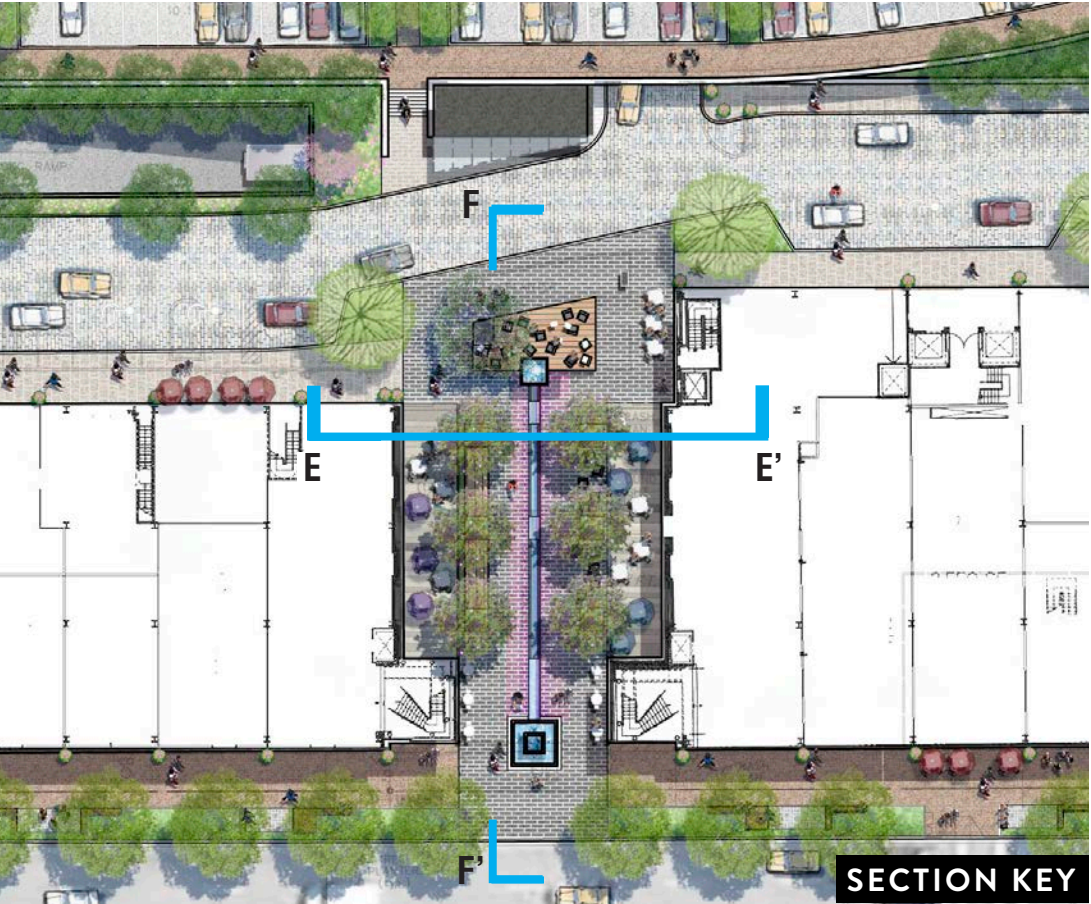
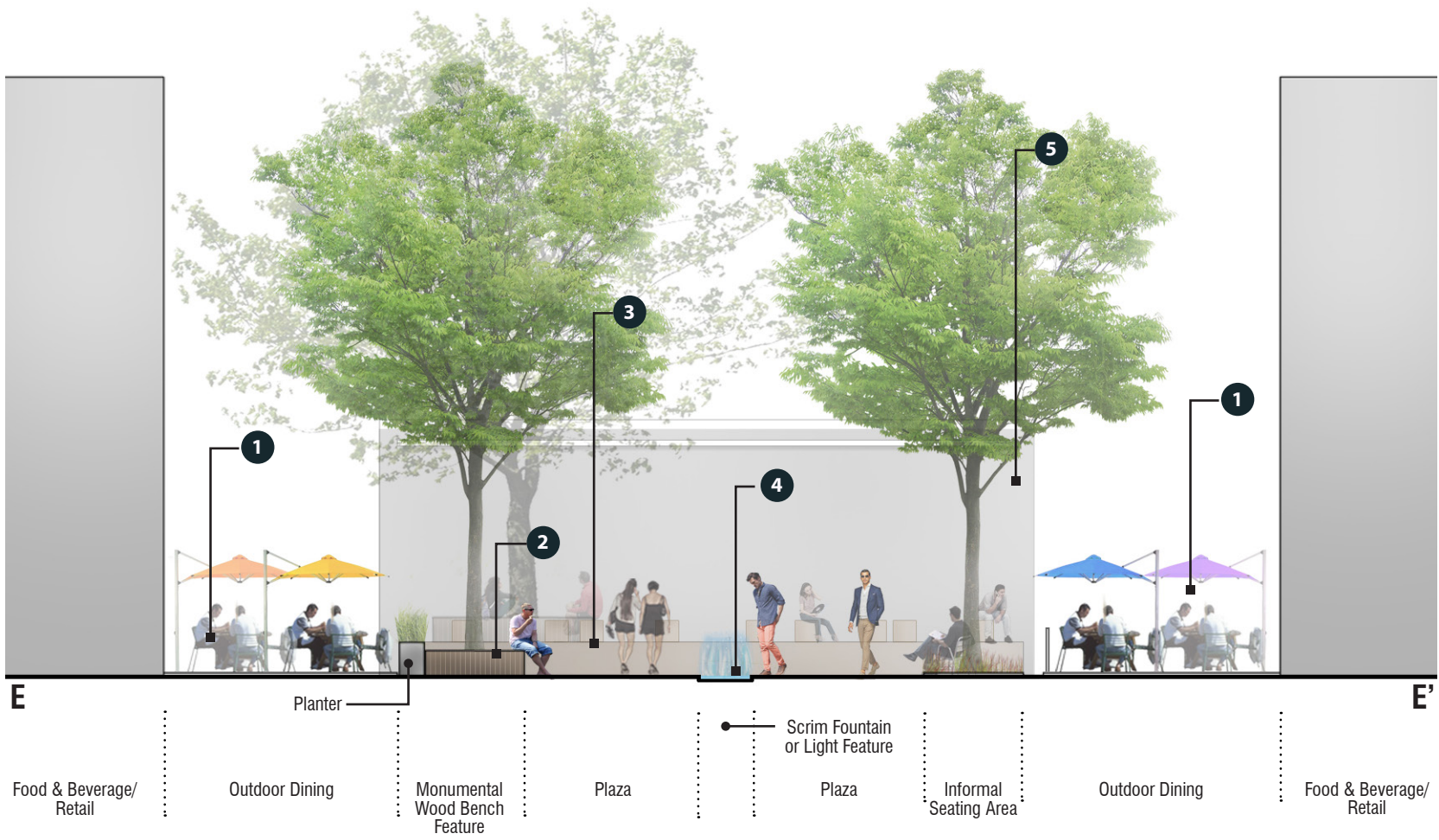
DINING TERRACES



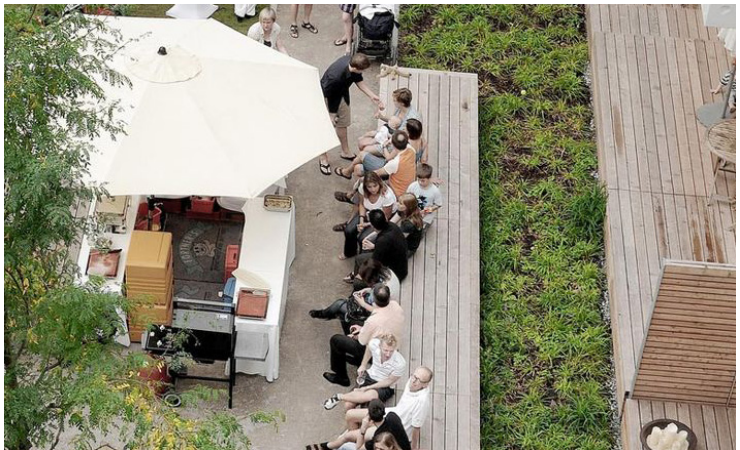
PLAZA SPACES



FARR PARK



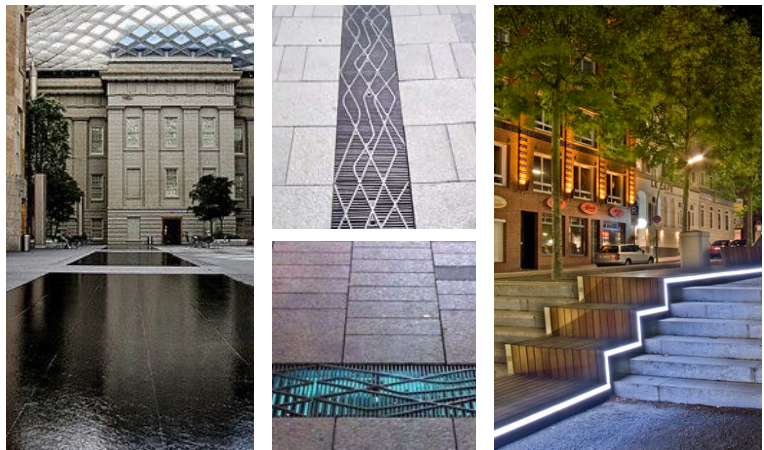
1 Outdoor Dining
Areas of outdoor dining will relate to the proposed food and beverage uses located on each side of the plaza. Seating will be situated to add activity at the gateways on each end of the plaza, enhancing the proposed environment.



2 Monumental Wood Bench
This oversized feature will delineate the outdoor dining area, while creating a bold focal point for sitting and gathering within the plaza. Situated under the shade trees, the bench will be a popular spot for mingling and enjoying the potential fountain feature. The natural wood will warm the character of the space.



3 Wood Deck Lounge
This inviting feature will function as an outdoor living room, with comfortable seating and other features situated upon a raised wooden deck. A sculptural shade tree will create a strong focal point, while the terraced fountain/art piece will mark the source for the proposed fountain/light feature.



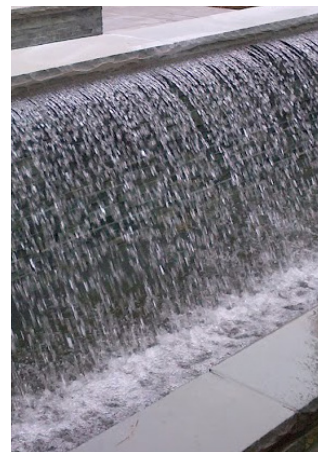
5 Artistic Scrim Fountain (or Light Feature)
The linear scrim fountain will create a visual and physical linkage between Wisconsin Avenue and the wood deck lounge, drawing people into the space. The fountain's simplistic design will be accentuated by lighting and decorative grates to emphasize its place in the plaza. With seating along its edges, the fountain will be an elegant focal point within the dining plaza.

FARR PARK



5 Flexible Multi-Use Shed / Backdrop Wall

The proposed retail kiosk will anchor the end of the dining plaza, creating a focal point that will draw users in off of Wisconsin Avenue. Its location along the parking garage will also make it an animated gateway to the new retail environment for users arriving from the garage.



6 Sculptural Fountains

Two sculptural fountains will be used toward the front and rear of the plaza to create a water "source" and "terminus" dialogue that are tied together with either a scrim fountain or linear underlit custom grate.



7 Informal Seating

Informal and moveable seating will be situated amongst the shade trees and along the linear fountain. Having flexible seating arrangements will encourage people to spend more time in the plaza.

FARR PARK



TIERED PLAZA



SITE AMENITIES LEGEND

- | | |
|---|---|
| A Potential Moveable Seating Area | G Potential Outdoor Dining |
| B Staircase Connection from Garage Upper Level to Street Below | H Retail Promenade |
| C Upper Plaza with Informal Seating | I Informal Plaza area with Sculptural Seating Elements |
| D Raised Planters with Shade Trees and Seating (Typ. of 5) | J Potential Movie/Art Projection Screen |
| E Lawn Terraces | K Connection to Gateway Plaza |
| F Performance/Plaza Area with Decorative Paving | |



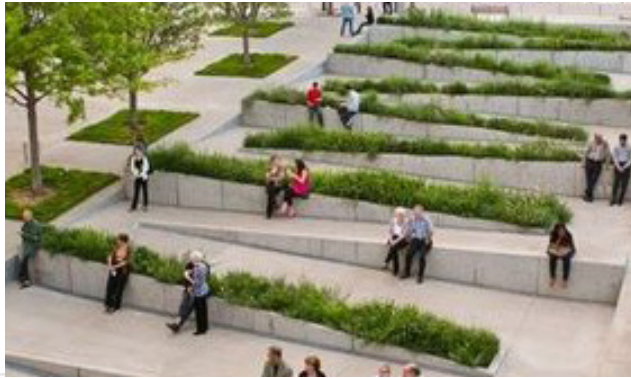
TIERED PLAZA



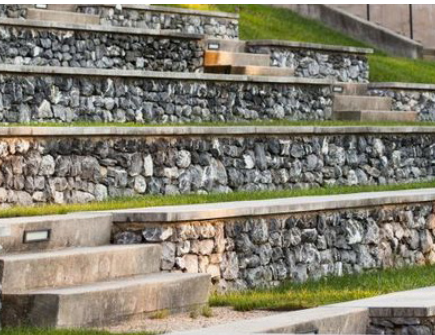
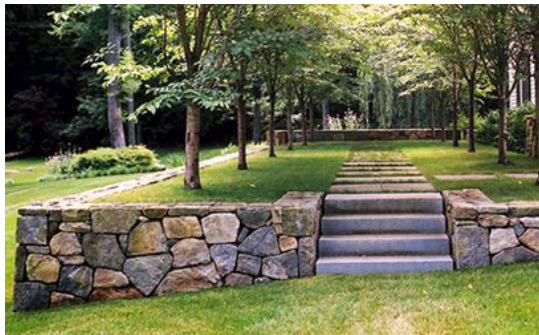
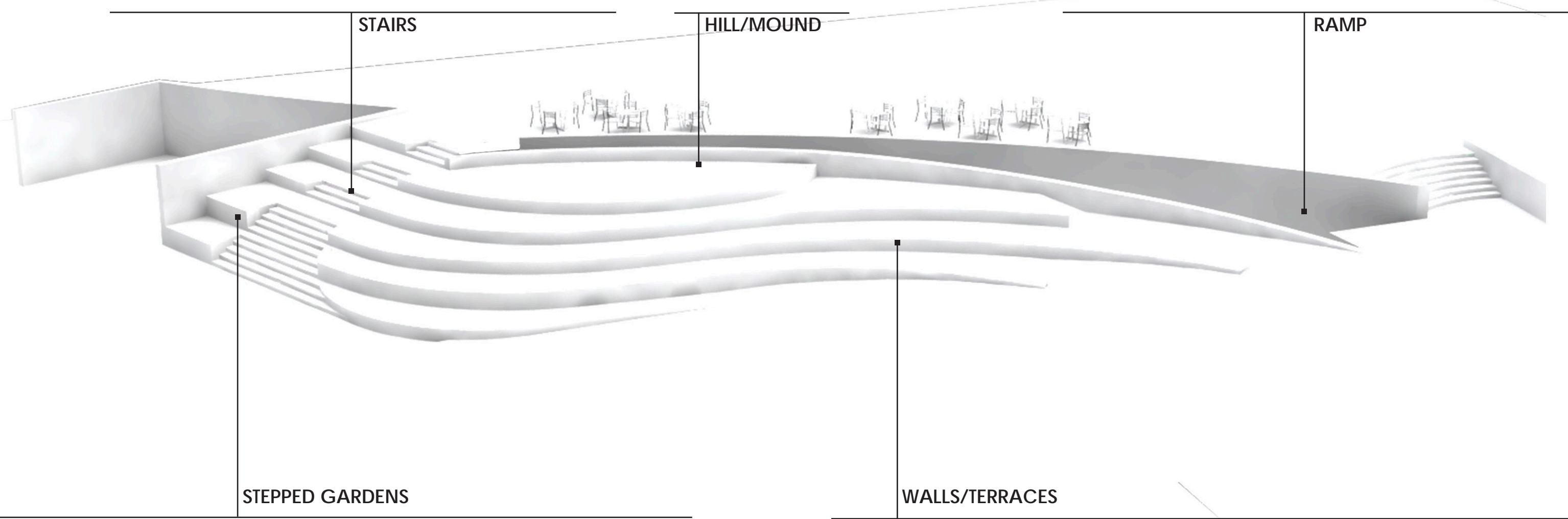
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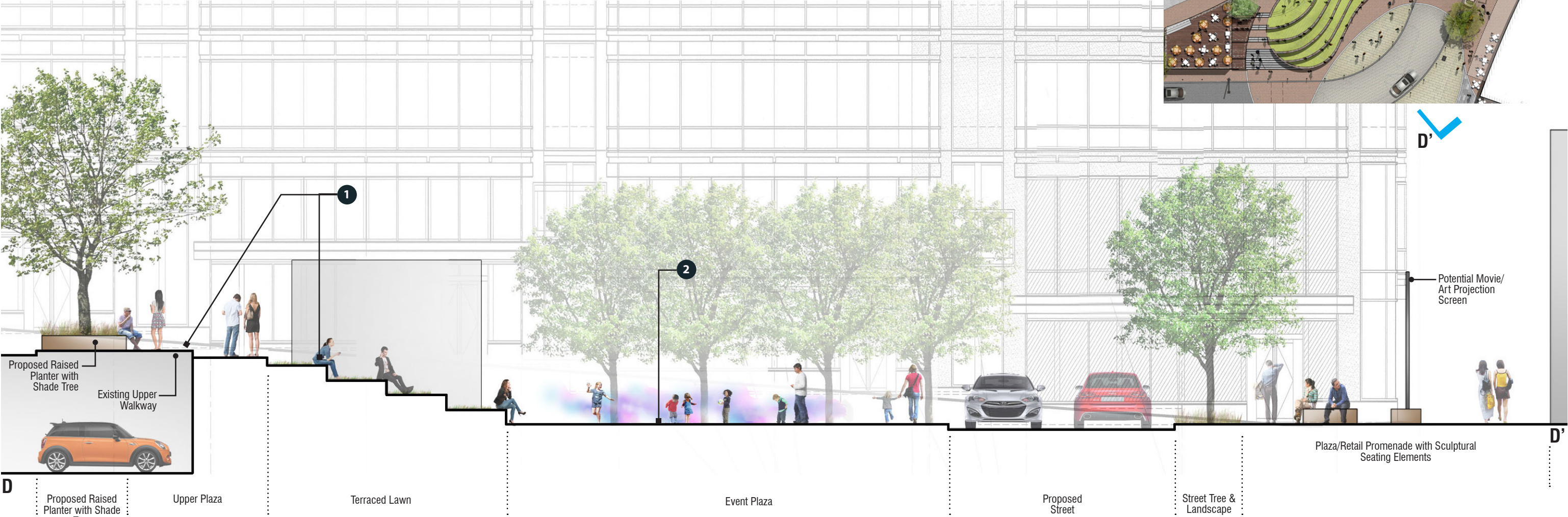
HILL/MOUND



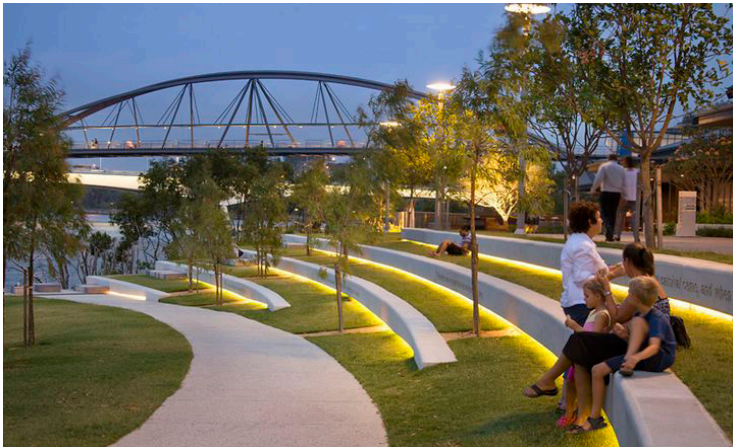
RAMP



TIERED PLAZA



3 Upper Plaza + Terraced Lawn



2 Flexible Performance Space + Decorative Paving



The proposed tiered plaza takes advantage of existing grades, creating a stronger connection between the parking garage and proposed street below. The proposed seat walls frame the lower plaza area, offering views to potential events and activities. Elegant night lighting will transform the terraces into a dynamic focal point that will attract people to mingle in the space in the evening.

This feature will attract families and will create a visual focal point for the tiered plaza and adjacent restaurant uses. Decorative paving will be used to identify the space as a pedestrian zone and to add an artistic quality to the space. This space is intended to be flexible to encourage programmed and non-programmed use. It is also an area where holiday pop-up's, food trucks, farmer's markets, community events, and performances could occur.

TIERED PLAZA



REGULAR EVENTS



SEASONAL EVENTS



SPRING FESTIVAL



SUMMER MOVIE /
CONCERT SERIES



FALL FESTIVAL



WINTER VILLAGE



THANK
YOU!

the
collection
CHEVY CHASE

MITI FIGUEREDO
VICE PRESIDENT

M: 301.655.4694 | T: 301.654.2690
5471 WISCONSIN AVENUE, STE. 320
CHEVY CHASE, MD 20815
MTF@CCLANDCO.COM

CCLC
EST. 1890
THE CHEVY CHASE
LAND COMPANY



MONTGOMERY COUNTY PLANNING DEPARTMENT

THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION

FROM: Molline Jackson,
Art Review Panel Coordinator

PROJECT: The Chevy Chase Center Collection
SITE PLAN No. 82001013C & 82001021E

DATE: July 27, 2016

*The Art Review Panel has generated the following meeting minutes based on our discussion of the design concept for the public amenities on **July 20, 2016** for the **Chevy Chase Center Collection (two Site Plan Applications)**. The Panel's recommendations should be incorporated into the Staff Report and strongly considered prior to the certification of the Site Plan and/or prior to the release of the first building permit. Should you have any additional questions and/or comments please feel to contact the Art Review Panel Coordinator.*

Attendance:

Stephanie Dickel (Lead Plan Reviewer)
Molline Jackson (Public Art Coordinator)
Christopher Anderson (Panelist)
Claudia Rousseau (Panelist)
Damon Orobona (Panelist)
Germano Gomez (Panelist)
Judy Sutton-Moore (Panelist)
Mark Kramer (Panelist)
Ralph Bennett (Panelist)
Miti Figueredo (Applicant)
Steven Robins (Attorney)
Luis Gonzalez (Landscape Architect)
Josh Sloan (Civil Engineer)

Meeting Notes:

- The Applicant filed two Site Plan amendments in order to improve the streetscape design and renovate the public use spaces. The amount of public space is consistent with the previous approvals (CBD Zone = 22%; TS-M Zone 13%). Figure 1 below highlights the CBD and TS-M zones.
- There is no increase to the amount of public use space or density.
- The proposed density for both Site Plans is approximately 412,000 square feet.

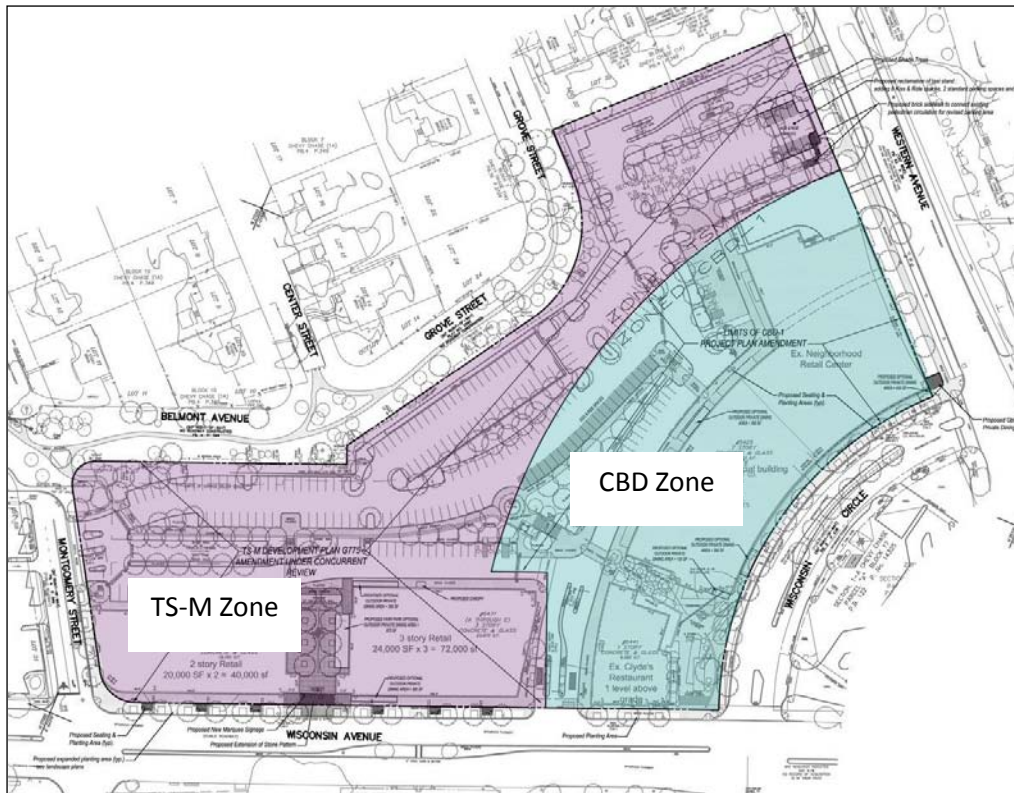


Figure 1: Subject Property (above)

- The Applicant is transforming the streetscape and public use spaces along Wisconsin Avenue and in order to be more inviting to pedestrians or cars passing by along Wisconsin Avenue, Wisconsin Circle, or Western Avenue.
- The public use spaces (3 different spaces) are being rebranded and re-energized.
- In an effort to respond to the community concerns and existing retail tenants, the Applicant is proposing to create gathering spaces that allow pedestrians to have a unique experience and spend a substantial amount of time (i.e. more useable spaces). The public use space should become a more attractive public amenity.
- As a whole, the subject property is over parked (approximately 70 spaces) within walking distance from the Friendship Heights Metro Station. Therefore, the total number of parking spaces will be reconsidered in accordance with the new parking standards under the new Zoning Ordinance. The modifications to the parking facilities will not drastically or negatively impact the circulation on-site.
- Renovations to the three main gathering spaces will total approximately \$15 million.



Figure 2: Johnson Park Renovated (above)

- Johnson Park: As indicated in Figure 2 above, the water wall will help to neutralize the sound from the bus terminals. The curved wall sweeps the pedestrian into the space and is more welcoming. The additional dining and communal seating areas allow the pedestrian to dwell longer in the space and invite other pedestrians to use the space. This space is designed to be a destination for commuters from the Metro and also to create a strong sense of arrival. Shade is also critically important to this space, as during the hottest days this space benefits from direct southern exposure. The shade structures could be treated as artistic elements within the space.



Figure 4: Farr Park Renovated (above)

- Farr Park: designed to be a more intimate space, mainly because of its location between two retail buildings. By opening the space up on both ends to the street edge the space becomes more accessible (two entry points). By changing the

structural and pavement materials and softening the hard edges with landscaping, the space will become more comfortable and warm. The lighting and fountain elements could be treated as artistic elements within the space.



Figure 5: Tiered Plaza (above)

➤ Tired Plaza: designed to be more playful and appealing to the local community. This space is mainly intended to accommodate community events/ activities during the weekday or weekends. The curbless entry and overlapping pavement materials/ textures make this space different from the other two spaces and clearly gives priority to pedestrians. The terraced lawn could accommodate a multitude of uses and activities (e.g. relaxing, performances, seating, children’s play, etc.).

- The Applicant is proposing to deaccession the existing public artworks (2) within Johnson Park and Farr Park. “Against the Day” and “Pod” were both created by Richard Deutsch in 2006.
- The Applicant is still currently negotiating a possible donation or exchange of the artworks with a potential buyer/owner. The details of this transaction will be provided at a later date, once the Applicant has identified and confirmed a new owner.

Panel Recommendations/Conditions of Approval:

1. The Panel strongly supports the renovations to the Collection; especially the public use spaces; however, does not fully understand the “artistic” elements within all three public spaces. The Applicant should strongly consider hiring a professional public artist to offer a different perspective as well as propose artistic enhancements to some of the functional elements already included in the renovation plans.

2. The Panel recommends that public art be interwoven into the context of the proposed design by a public art professional; that is, an artist, not a designer. The panel feels strongly that its role is to review public art. While it opines on the quality of the settings for such art, and while the elements of such settings may be public amenities, they are not necessarily the equivalent of, or a substitute for public art required under the optional method and approved for this particular project.
3. In accordance with previous approvals (Finding 12, page 19; Part II (2), page 27; Public Use Space, page 42 of the approved resolution), public art is an important public amenity that was used to establish the place and draw attention to specific points on-site (e.g. focal points and way-finding features). The professional artist would work closely with the Landscape Architect to specifically focus on functional elements already proposed within the public use spaces, in order to add more value (unique aesthetics) to the overall experience. By focusing on functional elements (e.g. seating, lighting, tree grates, water features, retaining walls, etc.), the construction schedule should not be significantly delayed. The artistic items could thoughtfully follow the same installation schedule.
4. In the initial stages of development and so as not to delay the renovations to the public use spaces, a general note will be included on the Certified Site Plan indicating which functional site elements will be evaluated by the public artist.
5. With regards to future installations of artistic functional elements the Certified Site Plan will be amended to reflect specific site details. The site details will include the overall dimensions, prescribed materials, necessary lighting fixtures, footers, and fasteners to ensure adequate safety and proper inspection of the artworks by the Arts and Humanities Council of Montgomery County ("AHC MC") and Montgomery County Department of Permitting Services ("DPS"). The Panel recommends that the site details of the artwork be drawn by a certified professional.
6. Signage of the newly installed artworks should be clearly visible, specifically identifying the title of the piece, artist name, materials, completion date, and overall dimensions.
7. Prior to final inspection of the public artwork(s), the Applicant must submit to the Public Art Coordinator with the Maryland – National Capital Park and Planning Commission at least three images of the artwork(s) on-site and information regarding the 1) associated project number, 2) title of the piece, 3) date of completion, 4) description of materials used, and 5) address. This information will be added to the existing inventory of the public artworks throughout the County (<http://www.mcatlas.org/art/>).
8. In accordance with the Public Art Guidelines (page 22), the Panel recommends approval of the deaccessioning of "Against the Day" and "Pod" on the condition that detailed notification be given to the Artist (Richard Deutsch), the Planning Department, and the Public Art Coordinator with regards to the new owner (if transferred) and the final location of the existing artwork.

VILLAGE OF FRIENDSHIP HEIGHTS

VILLAGE COUNCIL

MELANIE ROSE WHITE, *Mayor*
JOHN R. MERTENS, *Chairman*
MICHAEL J. DORSEY, *Vice Chairman*
PAULA DURBIN, *Secretary*
KATHLEEN COOPER, *Treasurer*
DAVID LEWIS, *Parliamentarian*
CLARA M. LOVETT, *Historian*

JULIAN P. MANSFIELD, *Village Manager*

LESLIE STRATHMANN, *Village Manager 1987-1996*

4433 SOUTH PARK AVENUE
CHEVY CHASE, MARYLAND 20815

Phone: 301-656-2797

Fax: 301-907-3922

Email: info@friendshipheightsmd.gov

Website: www.friendshipheightsmd.gov



May 11, 2016

Mr. Casey Anderson, Chair
Montgomery County Planning Board
8787 Georgia Avenue
Silver Spring, MD 20910

Re: Chevy Chase Collection Site Plan Amendment #82001013C

Dear Mr. Anderson:

On behalf of the Friendship Heights Village Council, I am bringing an issue to your attention that is of considerable concern to the Village.

As you are aware, the Chevy Chase Land Company (CCLC) is requesting amendments to its Chevy Chase Center property site plan. Part of the amendments was a request to remove from the site plan the condition that requires a grocery store be maintained at the Center. In addition, the CCLC also wanted to remove the condition that requires space now occupied by a grocery store to revert to *public* space if it were ever not occupied by a grocery store.

Upon hearing this, Village staff immediately contacted the CCLC to protest. Staff also reminded the CCLC that there is a 40-year covenant between the Village and the CCLC (signed in 1998) to maintain a full-service grocery store at the Chevy Chase Center. This covenant was instrumental in convincing the Village Council in 1998 to support the "consensus plan" allowing the CCLC to redevelop its property.

We are attaching a letter from the CCLC indicating that it is withdrawing these two requests from the amendments. We are also attaching copies of the agreements between the Village of Friendship Heights and the Chevy Chase Land Company.

We appreciate that this request is off the table for now. We want to confirm that the Planning Board is aware of the covenant and mindful of the fact that our Village residents still consider a grocery store at the Chevy Chase Center an imperative. Over the last 15 years, and since the agreements were signed, principals of the Chevy Chase Land Company and our Village Council members have changed. We cannot anticipate when or if this issue might arise again, and want to ensure that our position regarding the grocery store is clear.

Thank you for your consideration.

Sincerely,

FOR THE COUNCIL

Melanie Rose White

Melanie Rose White
Mayor



THE CHEVY CHASE
LAND COMPANY

May 6, 2016

VIA EMAIL

Julian P. Mansfield, Manager
Village of Friendship Heights
4433 South Park Avenue
Friendship Heights, MD 20815

Dear Julian:

Pursuant to our phone conversation earlier today, I wanted to confirm that The Chevy Chase Land Company is withdrawing its request to the Planning Board for elimination of the site plan condition that requires the Land Company to maintain a grocery store at the Collection Chevy Chase.

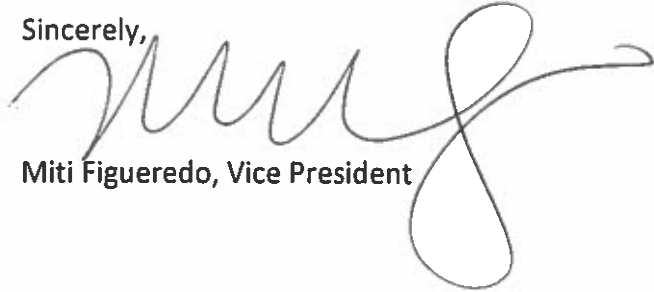
We originally included this request in our site plan amendment application because we believed it was no longer necessary since there is now another grocery in the vicinity, although we had absolutely no intention of removing the existing grocery store which is currently under lease at this location. However, since then we have been made aware that many in the community believe strongly this condition should remain in effect as it was the foundation of the Village's support for our original redevelopment.

On behalf of the Land Company, I apologize for the consternation this request has caused among some members of the community. This was not our intention. Moreover, our request to remove the grocery store site plan condition has nothing to do with the main goal of our site plan amendment, which is to reimagine and redesign the Collection in order to make it a more appealing and inviting destination for the community, with a curated mix of restaurants and retail options that will better serve the surrounding neighborhoods.

I hope that the Village Council will consider supporting the remaining elements of our site plan amendment, which if approved, will allow us to enhance the public spaces at the Collection, improve pedestrian safety, and redesign the exterior storefronts, wayfinding, and signage. These changes will enhance the shopping and dining experience for visitors, and allow us to attract new neighborhood shops, restaurants, and cafés.

Thank you for your feedback. I look forward to continuing to work with you, the Village Council, and the residents of Friendship Heights as we move forward with the site plan amendment process. As always, please let me know if I can answer any additional questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Miti Figueredo', with a large, stylized loop at the end.

Miti Figueredo, Vice President

cc: Bob Shapiro
Steven A. Robins, Esq.

Parcel Identifier No. 07-007-00451933: Buildings
Parcel Identifier No. 07-007-00452083: Parking

**AMENDED AGREEMENT AND
COVENANT FOR A GROCERY STORE**

THIS AMENDED AGREEMENT, made this 12th day of ~~December, 1997~~, ^{JANUARY 1998},

by and between THE CHEVY CHASE LAND COMPANY OF MONTGOMERY COUNTY, MARYLAND (hereinafter the "Land Company") and FRIENDSHIP HEIGHTS VILLAGE COUNCIL (hereinafter the "Village Council"), the governing body of the Village of Friendship Heights, a special taxing district organized under the laws of the State of Maryland (hereinafter the "Village").

RECITALS

The Land Company is the owner of property located within Montgomery County, Maryland located east of Wisconsin Avenue, north of Wisconsin Circle, west of Western Avenue and south of Montgomery Street as further described in Exhibit "A" hereto (hereinafter the "Subject Property"). The Subject Property is improved in part with a retail and office development known as the Chevy Chase Center. The ground floor is presently occupied by retail uses primarily serving the surrounding community and includes a 16, 000± square foot Giant grocery store.

The Village is located on the western side of Wisconsin Avenue, across the street from the Subject Property and is home to approximately 5,000 citizens residing in high-rise apartment and condominium buildings. A large portion of Village residents are sixty-five years of age or older and live alone, with a significant number of residents being 75 years or older.

The existing grocery store at the Chevy Chase Center is a vital lifeline to the Friendship Heights community and is the primary, if not sole, source of essential food and supplies for many Village residents, some of whom have limited mobility and own no automobile. The continued, uninterrupted operation of a grocery store on the Subject Property is essential to the Village community and the health and well being of its residents, particularly the elderly.

On October 20, 1997, the parties hereto (hereinafter the "Parties") executed an Agreement to Support Consensus Plan (hereinafter the "Original Agreement," a copy of which is attached hereto as Exhibit "B") wherein the parties agreed to support amendments to the Montgomery County Planning Board's 1997 Final Draft Friendship Heights Sector Plan substantially similar to the recommendations for the Subject Property contained in the Consensus Plan as defined in the Original Agreement (hereinafter "Acceptable Final Sector Plan") and to further support efforts to receive zoning approval by Montgomery County for the Subject Property necessary to allow the Acceptable Final Sector Plan to be implemented ("Acceptable Zoning"). On December ___, parties entered into an Amendment to Agreement to Support Consensus Plan (hereinafter "Amendment to Consensus Plan Agreement"), a copy of which is attached hereto as Exhibit "C".

As part of, and in conjunction with the Original Agreement, and the Amendment to Consensus Plan Agreement, the Land Company has executed this Amended Agreement and Covenant for a Grocery Store (hereinafter the "Grocery Store Covenant") and authorized its recordation among the Land Records of Montgomery County upon the approval by the Montgomery County Council, and the adoption by the Maryland National

Capital Park and Planning Commission ("M-NCPPC"), of an Acceptable Final Sector Plan.

The Final Friendship Heights Sector Plan approved by the County Council and adopted by the M-NCPPC includes modifications sponsored by Councilmember Gail Ewing (hereinafter the "Ewing Proposal") which are fully described in Exhibit "D".

While the parties believe that the Consensus Plan would provide a superior development of the Subject Property, they nevertheless find the Ewing Proposal to be an acceptable modification to the Consensus Plan, and to that end, execute this Amended Agreement and Covenant incorporating the Ewing Proposal as an Acceptable Final Sector Plan.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth in the Original Agreement, the Parties agree as follows:

1. The Land Company covenants and agrees that as part of any redevelopment of the Subject Property, it will, consistent with the Acceptable Final Sector Plan (as modified by the Ewing Proposal), construct, or cause to have constructed, building space which shall be used exclusively for a fully operational grocery store at the location shown on the Acceptable Final Sector Plan. The term "fully operational grocery store" as used herein shall mean a full-service grocery store which is open at least 360 days a year for not less than 12 hours per day (subject to causes beyond the reasonable control of the grocery store operator, including without limitation, acts of God, fire or other casualty, strikes and/or labor disputes, as well as temporary closures of not more than one hundred and twenty (120) consecutive days to permit repairs and alterations) and providing a broad range of goods and services of the type and breadth commonly

provided in stores known as a “supermarket,” as opposed to a “boutique” or specialty food store; said goods and services shall include, but not be limited to, produce, meats, dairy products, dry goods, canned goods, paper goods, cleaning supplies, non-prescription health care and beauty products; subject to item availability, governmental regulations, and other causes beyond the reasonable control of the grocery store operator, the range of goods and services sold shall not be materially different from the range of goods and services sold by the Giant grocery store presently existing on the Subject Property. In the event, however, that more than 90 days are necessary to permit any repairs and alterations that necessitate a temporary closure of the grocery store then, and in such event, the Land Company will subsidize or cause to be subsidized a shuttle transport of Village residents to the nearest comparable grocery store, said transportation to be provided at least once every hour from 9:00 a.m. to 8:00 p.m. six days a week (excluding holidays), for the length of time that a fully operational grocery store is not operating on the Subject Property. This subsidy shall be equal to the amount necessary to provide such shuttle services over and above the amounts committed by the Village Council for its full service shuttle operation then in existence for transporting Village residents to the Subject Property. Building space for a qualifying grocery store shall be in continuous allocation, without interruption, during the entire term of this Grocery Store Covenant, and the Land Company is precluded from leasing such allocated building space for any other use during the term of this Grocery Store Covenant.

2. The Land Company further agrees and covenants that, until such time as a fully operational grocery store of 20,000± square feet is constructed and fully operational in accordance with the Acceptable Final Sector Plan, (a) building space for the existing

Giant store, or such other store providing substantially the same goods and services with a minimum of 16,000± of retail space, shall remain in continuous, uninterrupted allocation on the Subject Property exclusively for such use or (b) the 1-story portion of the new grocery store is constructed to the extent feasible and practicable (approximately 10,000± square feet) (the "Interim Grocery Store"), and such Interim Grocery Store is fully operational and remains in continuous, uninterrupted allocation on the Subject Property exclusively for such use pending completion of construction of the new fully operational grocery store of 20,000± square feet. The Land Company agrees to use its best efforts to maintain a fully operational grocery store on the Subject Property continuously for the period covered by this Agreement. The parties recognize, however, that for reasons beyond the control of the Land Company (e.g., engineering feasibility or regulatory requirements), temporary closure of the grocery store may be required during the transition of opening the Interim Grocery Store and closing the existing grocery store and the transition of opening the new 20,000± square foot grocery as an expansion of the Interim Grocery Store. In the event of any such unavoidable temporary closures in excess of 20 consecutive days, then the Land Company shall be obligated to provide shuttle service as described in Paragraph 2 of the Original Agreement.

3. The Parties agree that the provisions of this Amended Agreement and Covenant shall be binding upon the Land Company, its successors and assigns, and shall constitute covenants running with the land which may be enforced not only by the parties hereto, but also by Montgomery County, Maryland and the Maryland-National Capital Park and Planning Commission, who are expressly made third party beneficiaries hereof.

4. Unless sooner terminated upon the mutual agreement of the parties, the term of this Amended Agreement and Covenant shall be for 40 years.

5. This Amended Agreement and Covenant may be amended or modified only by the written agreement of the Parties. Upon the written request of the Village Council, the Land Company or its successor shall record any written modification among the Land Records at its expense.

6. In the event that any zoning reclassifications or optional method applications are necessary to implement the recommendations of the Acceptable Final Sector Plan, and such reclassifications and/or optional method applications are applied for by The Land Company and denied by the applicable regulatory body by final, non-appealable decision within the term that this Amended Agreement and Covenant is in effect, then this Amended Agreement and Covenant shall become null and void and of no further force and effect. The Land Company agrees to vigorously pursue approval of any such zoning reclassification or optional method application which it initiates. For purposes of this Paragraph 6, the term "non-appealable" means that any such reclassifications or optional method application have been denied and no appeal has been taken within the period allowed by law or, in the event that an appeal has been taken, that such appeal has been decided in favor of the denial of the reclassification and/or optional method application, and no further appeal is allowed by law.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date above first written.

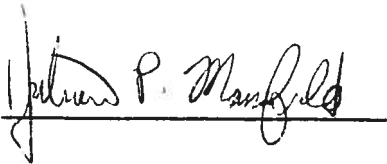
WITNESS:

THE CHEVY CHASE LAND COMPANY OF
OF MONTGOMERY COUNTY, MARYLAND



By: Edward H. Asher, President

THE FRIENDSHIP HEIGHTS VILLAGE
COUNCIL



By: Alfred Muller, M.D., Mayor

COUNTY OF MONTGOMERY

STATE OF MARYLAND

I HEREBY CERTIFY that on this 8TH day of JANUARY, 1997⁸, before me, the undersigned, a Notary Public in the jurisdiction aforesaid, personally appeared Edward H. Asher, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who acknowledged himself to be the President of THE CHEVY CHASE LAND COMPANY OF MONTGOMERY COUNTY, MARYLAND, a corporation, and that he, in such capacity and being authorized so to do, executed the foregoing Agreement and Covenant for a Grocery Store for the purposes therein contained, by signing the name of the corporation by himself as President.

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

Susan L. Eyclesheimer
NOTARY PUBLIC

My Commission Expires: 8-1-00

SUSAN L. EYCLESHEIMER
NOTARY PUBLIC STATE OF MARYLAND
MY COMMISSION EXPIRES AUGUST 1, 2000

COUNTY OF MONTGOMERY

STATE OF MARYLAND

I HEREBY CERTIFY that on this ____ day of _____, 1997, before me, the undersigned, a Notary Public in the jurisdiction aforesaid, personally appeared Alfred Muller, M.D., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who acknowledged himself to be the Mayor of THE FRIENDSHIP HEIGHTS VILLAGE COUNCIL, a body corporate, organized under the laws of the State of Maryland, and that he, in such capacity and being authorized so to do, executed the foregoing Agreement and Covenant for a Grocery Store for the purposes therein contained, by signing the name of The Friendship Heights Village Council, as its Mayor.

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

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

EXHIBIT A
DESCRIPTION OF SUBJECT PROPERTY

Lots 9 and 19 and Lots Numbered Thirty-four (34) through Forty-three (43) in Block Numbered Six (6) in the subdivision known as "CHEVY CHASE, SECTION 1-A," as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 25 at plat 1547.

AND

Parcel Lettered "B" in the subdivision known as "PARCEL B, SECTION 1-A, CHEVY CHASE," as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 44 at plat 3319.

AND

Lots Numbered Twenty (20) through Thirty-four (34) in Block Numbered Nineteen (19) in the subdivision known as "CHEVY CHASE, SECTION 1-A," as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 22 at plat 1366.

AND

Lot Numbered Thirty-five (35) in Block Numbered Nineteen (19) in the subdivision known as "CHEVY CHASE, SECTION 1-A," as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 35 at plat 2328.

EXHIBIT B

AGREEMENT TO SUPPORT CONSENSUS PLAN

THIS AGREEMENT, made this 20th day of October, 1997, by and between THE CHEVY CHASE LAND COMPANY OF MONTGOMERY COUNTY, MARYLAND (hereinafter the "Land Company") and FRIENDSHIP HEIGHTS VILLAGE COUNCIL (hereinafter the "Village Council"), the governing body of the Village of Friendship Heights, a special taxing district organized under the laws of the State of Maryland (hereinafter the "Village").

RECITALS

The Land Company is the owner of property located within Montgomery County, Maryland located east of Wisconsin Avenue, north of Wisconsin Circle, west of Western Avenue and south of Montgomery Street as further described in Exhibit "A" hereto (hereinafter the "Subject Property"). The Subject Property is improved in part with a retail and office development known as the Chevy Chase Center. The ground floor is occupied by retail uses primarily serving the surrounding community, including a 16,000± square foot Giant grocery store.

The Village is located on the western side of Wisconsin Avenue, across the street from the Subject Property, and is home to approximately 5,000 citizens residing in high-rise apartment and condominium buildings. A large portion of Village residents are sixty-five years of age or older and live alone, with a significant number of residents being 75 years or older.

The existing grocery store at the Chevy Chase Center is a vital lifeline to the Friendship Heights community and is the primary, if not sole, source of essential food

and supplies for many Village residents, some of whom have limited mobility and own no automobile. The continued, uninterrupted operation of a grocery store on the Subject Property is essential to the Village community and the health and well being of its residents, particularly the elderly.

The Friendship Heights Planning Area (hereinafter the "Planning Area") encompasses both the Village and the Subject Property. Representatives of the Village Council and the Land Company were members of the Friendship Heights Sector Plan Citizens Advisory Committee (hereinafter the "Committee"), formed to provide advice to the Montgomery County Planning Board and its staff in the preparation of a Draft Sector Plan for the Planning Area. Representatives of the Village Council and certain other citizen representatives on the Committee negotiated in good faith with representatives of owners of the three major properties within the Planning Area under consideration for redevelopment, including the Land Company, and reached an understanding as to acceptable development levels and design components for the three properties (hereinafter referred to as the "Consensus Plan").

In the case of the Subject Property, the recommendations of the Consensus Plan met three objectives: (i) more concentrated and dense development near the Metro station through redevelopment of the Chevy Chase Center, (ii) the addition of a larger freestanding grocery store located in the parking lot adjacent to the existing grocery store, and (iii) the continuous uninterrupted operation of a grocery store on the Subject Property, including during any redevelopment period. The Consensus Plan provides for density sufficient to allow an economically viable redevelopment of the Subject Property,

including a new, expanded free-standing grocery store. A copy of the portion of Consensus Plan pertaining to the Subject Property is attached hereto as Exhibit "B."

In March, 1997, the Montgomery County Planning Board forwarded to the Montgomery County Council its 1997 Final Draft Friendship Heights Sector Plan (hereinafter the "Final Draft Plan") which Final Draft Plan failed to include the development and design recommendations for the Subject Property contained in the Consensus Plan. The parties hereto agree that the density levels contained in the Final Draft Plan do not allow sufficient development to provide an economic incentive for the construction of a new, expanded grocery store, or to guarantee the uninterrupted, continual operation of the existing, or similar, grocery store on the Subject Property.

It is the desire of the parties that the Montgomery County Council approve, and the Maryland-National Capital Park and Planning Commission ("M-NCPPC") adopt, a Final Friendship Heights Sector Plan containing provisions pertaining to the Subject Property substantially consistent with the recommendations of the Consensus Plan, or with such deviations therefrom as are acceptable to the parties (hereinafter the "Acceptable Final Sector Plan").

To this end, and in order to ensure the continued, uninterrupted operation of a grocery store on the Subject Property, the Village Council has agreed to join with the Land Company in supporting amendments to the Final Draft Plan consistent with the provisions of the Consensus Plan, and to further support the implementation of an Acceptable Final Sector Plan. In exchange for the Village Council's support, and to demonstrate its good faith to the Montgomery County Council and the communities within and around the Planning Area, the Land Company has agreed to enter into a

binding commitment to continuously, and without interruption, provide and retain a fully operational grocery store (as further defined below) on the Subject Property.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereafter set forth, the parties hereto agree as follows:

1. The Village Council will join with the Land Company in actively supporting amendments to the Final Draft Plan that will allow development potential on the Subject Property substantially consistent with the recommendations contained in the Consensus Plan, and thereafter will support all efforts of the Land Company to pursue acceptable zoning necessary to implement the Acceptable Final Sector Plan. Said support will consist of, but not be limited to, giving testimony and/or submitting written materials in support at hearings before the Montgomery County Council and/or the Montgomery Planning Board and/or the Montgomery County Hearing Examiner.

2. The Land Company, contemporaneously with this Agreement, agrees to enter into an Agreement and Covenant for a Grocery Store (hereinafter the "Covenant") in the form attached hereto obligating the Land Company and all successor owners of the Subject Property to (a) allocate building space for the exclusive use of a new free-standing single story 20,000± square foot fully operational grocery store (as defined below) on the Subject Property as part of any redevelopment of the Subject Property which shall be consistent with the Acceptable Final Sector Plan, and (b) until the new fully operational grocery store is constructed and fully operational, retain on the Subject Property, without interruption, building space for the exclusive use of a fully operational grocery store substantially similar to the Giant store currently operating on the Subject Property. The new building space to be constructed by or on behalf of the Land

Company shall be not more than one story in height with a minimum of 20,000± square feet of retail space sufficient to permit the operation of a fully operational grocery store. For purposes of this Agreement, a fully operational grocery store shall mean a grocery store which is open at least 360 days a year for not less than 12 hours per day (subject to causes beyond the reasonable control of the grocery store operator, including without limitation, acts of God, fire or other casualty, strikes and/or labor disputes, as well as temporary closures of not more than ninety (90) consecutive days to permit repairs and alterations) and providing a broad range of goods and services of the type and breadth commonly provided in stores known as a "supermarket," as opposed to a "boutique" or specialty food store; said goods and services shall include, but not be limited to, produce, meats, dairy products, dry goods, canned goods, paper goods, cleaning supplies, non-prescription health care and beauty products; subject to item availability, governmental regulations, and other causes beyond the reasonable control of the grocery store operator, the range of goods and services sold shall not be materially different from the range of goods and services sold by the Giant grocery store presently existing on the Subject Property. In the event, however, that more than 90 days are necessary to permit any repairs and alterations, that necessitate a temporary closure of the grocery store then, and in such event, the Land Company will subsidize or cause to be subsidized a shuttle transport of Village residents to the nearest comparable grocery store, said transportation to be provided at least once every hour from 9:00 a.m. to 8:00 p.m. six days a week (excluding holidays), for the length of time that a fully operational grocery store is not operating on the Chevy Chase Center site. This subsidy shall be equal to the amount

necessary to provide such shuttle services over and above the amounts committed by the Village Council for its full service shuttle operation then in existence for transporting Village residents to Chevy Chase center.

3. The Land Company shall deliver the executed Covenant to Venable Baetjer and Howard, L.L.P. (the "Escrow Agent"), to hold the Covenant as escrow agent pending final action by the Montgomery County Council and the M-NCPPC on the Final Sector Plan. Upon the approval by the Montgomery County Council, and the final adoption by the M-NCPPC, of an Acceptable Final Sector Plan, the Escrow Agent is authorized, upon providing at least thirty (30) days advance written notice to the Land Company, to record the Covenant among the Land Records of Montgomery County, Maryland at the cost and expense of The Land Company provided; however, that if within said thirty (30)-day period the Land Company shall commence an action to enjoin the recording of the Covenant, it shall not be recorded until the final disposition of such injunctive action. In the event that the Montgomery County Council and the M-NCPPC do not approve and adopt an Acceptable Final Sector Plan by January 1, 1999 (the "Sunset Date"), the Covenant shall be returned to the Land Company, and it shall not be recorded except with the concurrence of both parties to this Agreement.

4. The parties agree, upon the request of the other party, to execute or re-execute the Covenant or any other incidental or ancillary documents reasonably necessary to accomplish the recordation of the Covenant.

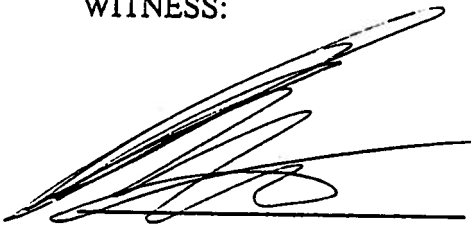
5. The Village Council further agrees that, after the delivery of the Covenant to the Escrow Agent, and upon the written request of the Land Company, it will appear in person or in writing at all hearings conducted by any zoning or planning agency or officer

to indicate its support for any application to implement the provisions of the Acceptable Final Sector Plan. However, nothing herein shall prevent the Village Council from commenting on, refusing to support, or objecting to, any development or design proposal not substantially consistent with the Acceptable Final Sector Plan.

6. The Escrow Agent has executed this document as an acknowledgment of its authority, duties and obligations hereunder. The other parties to this Agreement expressly release and discharge the Escrow Agent from any liability arising out of its good faith performance of its duties hereunder unless any action taken by it shall have been willful or grossly negligent.

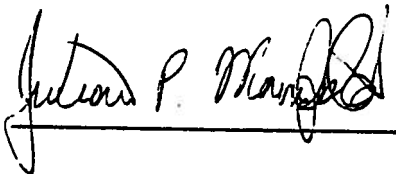
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date above first written.

WITNESS:



THE CHEVY CHASE LAND COMPANY OF
OF MONTGOMERY COUNTY

By: Edward H. Asher, Pres.
Edward H. Asher, President



THE FRIENDSHIP HEIGHTS VILLAGE
COUNCIL

By: Alfred Muller, M.D.
Alfred Muller, M.D., Mayor

ESCROW AGENT:

VENABLE, BAETJER AND HOWARD, L.L.P.

By: 

Roger W. Titus, Esquire, Partner

EXHIBIT A
DESCRIPTION OF SUBJECT PROPERTY

Lots 9 and 19 and Lots Numbered Thirty-four (34) through Forty-three (43) in Block Numbered Six (6) in the subdivision known as "CHEVY CHASE, SECTION 1-A," as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 25 at plat 1547.

AND

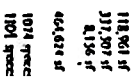
Parcel Lettered "B" in the subdivision known as "PARCEL B, SECTION 1-A, CHEVY CHASE," as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 44 at plat 3319.

AND

Lots Numbered Twenty (20) through Thirty-four (34) in Block Numbered Nineteen (19) in the subdivision known as "CHEVY CHASE, SECTION 1-A," as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 22 at plat 1366.

AND

Lot Numbered Thirty-five (35) in Block Numbered Nineteen (19) in the subdivision known as "CHEVY CHASE, SECTION 1-A," as per plat thereof duly recorded among the Land Records of Montgomery County, Maryland in Plat Book 35 at plat 2328.



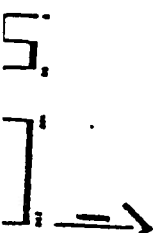
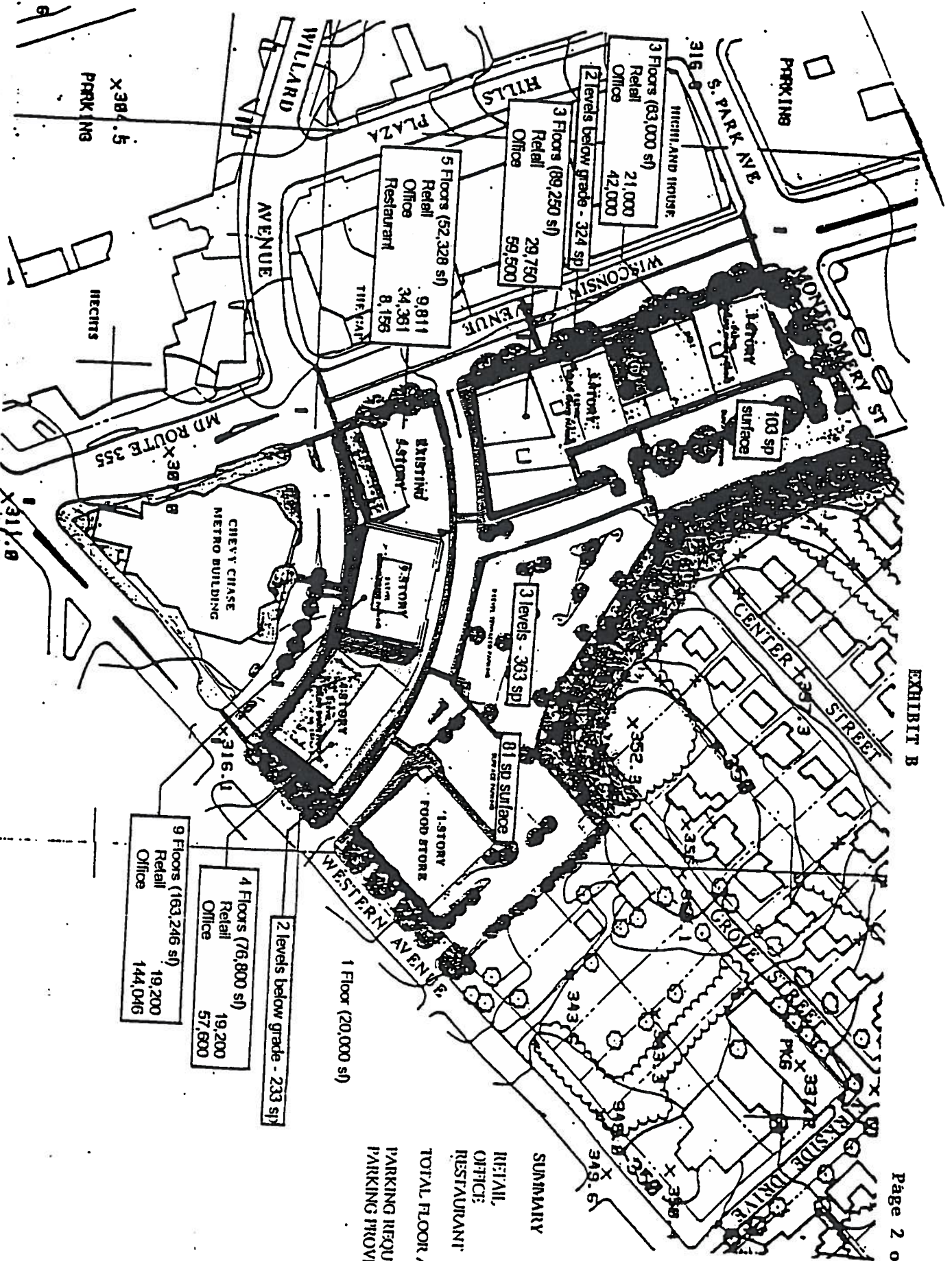


EXHIBIT B

Mixed Use Parking Requirement
(100% office)
(85% retail)

CONSENSUS PLAN
464,624 sf
10/21/97

Chevy Chase Land Co.

USE	Amount (sf, dus, etc.)	Required Parking @ 100%	Weekday						Weekend						Nighttime	
			Daytime (6am-6pm)	Evening (6pm-midnight)	Daytime (6am-6pm)	Evening (6pm-midnight)	(Midnight-6am)		Daytime (6am-6pm)	Evening (6pm-midnight)	(Midnight-6am)					
Office/Industrial General Retail Hotel, Motel, Inn Restaurant Indoor or Legitimate Theater, Commercial Recreational Establishment Productivity Housing Multi-family dwellings in Commercial Districts All Other Uses	337,507	641	100 %	641	10 %	64	5 %	32	5 %	32	5 %	32	5 %	32	5 %	32
	118,961	506	60 %	303	90 %	455	70 %	354	5 %	25	5 %	25	5 %	25	5 %	25
	12,188	259	75 %	0	100 %	0	100 %	0	100 %	0	100 %	0	100 %	0	100 %	0
			50 %	129	100 %	259	100 %	259	100 %	259	10 %	26	10 %	26	10 %	26
			40 %	0	100 %	0	80 %	0	100 %	0	10 %	0	10 %	0	10 %	0
			50 %	0	100 %	0	100 %	0	100 %	0	100 %	0	100 %	0	100 %	0
			50 %	0	100 %	0	100 %	0	100 %	0	100 %	0	100 %	0	100 %	0
			100 %	0	100 %	0	100 %	0	100 %	0	100 %	0	100 %	0	100 %	0
Total Required Parking		1406		1074		778		829		645		83		83		83

Total Floor Area 464,624

LOCATION	Total Floor Area	Retail	Office Restaurant	Parking Provided
Wisc. Ave. No. (3 II)	63,000	21,000	42,000	Wisc. Ave. 2 levels below grd. 316
Wisc. Ave. So. (3 II)	89,250	29,750	59,500	Wisc. Ave. 3 level deck 94
Wisc. Circle West (5 II)	52,328	9,811	34,361	West. Ave. Wisc. Circle 2 levels below grd. 81
Wisc. Circle Center (9 II)	163,246	19,200	144,046	Wisc. Circle 2 levels below grd. 250
Wisc. Circle East (4 II)	76,800	19,200	57,600	
Food Store	20,000	20,000		
Total Floor Area (sf)	464,624	118,961	337,507	Total Provided Total Required Difference 1104 1074 30

EXHIBIT C

Parcel Identifier No. 07-007-00451933: Buildings
Parcel Identifier No. 07-007-00452083: Parking

AGREEMENT AND COVENANT FOR A GROCERY STORE

THIS AGREEMENT, made this 20th day of October, 1997, by and between THE CHEVY CHASE LAND COMPANY OF MONTGOMERY COUNTY, MARYLAND (hereinafter the "Land Company") and FRIENDSHIP HEIGHTS VILLAGE COUNCIL (hereinafter the "Village Council"), the governing body of the Village of Friendship Heights, a special taxing district organized under the laws of the State of Maryland (hereinafter the "Village").

RECITALS

The Land Company is the owner of property located within Montgomery County, Maryland located east of Wisconsin Avenue, north of Wisconsin Circle, west of Western Avenue and south of Montgomery Street as further described in Exhibit "A" hereto (hereinafter the "Subject Property"). The Subject Property is improved in part with a retail and office development known as the Chevy Chase Center. The ground floor is presently occupied by retail uses primarily serving the surrounding community and includes a 16, 000± square foot Giant grocery store.

The Village is located on the western side of Wisconsin Avenue, across the street from the Subject Property and is home to approximately 5,000 citizens residing in high-rise apartment and condominium buildings. A large portion of Village residents are sixty-five years of age or older and live alone, with a significant number of residents being 75 years or older.

The existing grocery store at the Chevy Chase Center is a vital lifeline to the Friendship Heights community and is the primary, if not sole, source of essential food and supplies for many Village residents, some of whom have limited mobility and own no automobile. The continued, uninterrupted operation of a grocery store on the Subject Property is essential to the Village community and the health and well being of its residents, particularly the elderly.

The parties hereto (hereinafter the "Parties") have on this date executed an Agreement to Support Consensus Plan (hereinafter the "Consensus Plan Agreement," a copy of which is attached hereto as Exhibit "B") wherein the parties have agreed to support amendments to the Montgomery County Planning Board's 1997 Final Draft Friendship Heights Sector Plan substantially similar to the recommendations for the Subject Property contained in the Consensus Plan as defined in the Consensus Plan Agreement (hereinafter "Acceptable Final Sector Plan") and to further support efforts to receive zoning approval by Montgomery County for the Subject Property necessary to allow the Acceptable Final Sector Plan to be implemented ("Acceptable Zoning").

As part of, and in conjunction, with the Consensus Plan Agreement, the Land Company has executed this Agreement and Covenant for a Grocery Store (hereinafter the "Grocery Store Covenant") and authorized its recordation among the Land Records of Montgomery County upon the approval by the Montgomery County Council, and the adoption by the Maryland National Capital park and Planning Commission, of a Final Friendship Heights Sector Plan acceptable to the parties (hereinafter the "Acceptable Final Sector Plan").

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth in the Consensus Plan Agreement, the Parties agree as follows:

1. The Land Company covenants and agrees that as part of any redevelopment of the Subject Property consistent with an Acceptable Final Sector Plan the Land Company will construct, or cause to have constructed, building space which shall be used exclusively for a free-standing fully operational grocery store at the location shown on the Acceptable Final Sector Plan. The term "fully operational grocery store" as used herein shall mean a full-service grocery store which is open at least 360 days a year for not less than 12 hours per day (subject to causes beyond the reasonable control of the grocery store operator, including without limitation, acts of God, fire or other casualty, strikes and/or labor disputes, as well as temporary closures of not more than one hundred and twenty (120) consecutive days to permit repairs and alterations) and providing a broad range of goods and services of the type and breadth commonly provided in stores known as a "supermarket," as opposed to a "boutique" or specialty food store; said goods and services shall include, but not be limited to, produce, meats, dairy products, dry goods, canned goods, paper goods, cleaning supplies, non-prescription health care and beauty products; subject to item availability, governmental regulations, and other causes beyond the reasonable control of the grocery store operator, the range of goods and services sold shall not be materially different from the range of goods and services sold by the Giant grocery store presently existing on the Subject Property. In the event, however, that more than 90 days are necessary to permit any repairs and alterations, that necessitate a temporary closure of the grocery store then, and in such event, the Land Company will subsidize or cause to be subsidized a shuttle transport of Village residents

to the nearest comparable grocery store, said transportation to be provided at least once every hour from 9:00 a.m. to 8:00 p.m. six days a week (excluding holidays), for the length of time that a fully operational grocery store is not operating on the Chevy Chase Center site. This subsidy shall be equal to the amount necessary to provide such shuttle services over and above the amounts committed by the Village Council for its full service shuttle operation then in existence for transporting Village residents to Chevy Chase center.

Building space for a qualifying grocery store shall be in continuous allocation, without interruption, during the entire term of this Grocery Store Covenant, and the Land Company is precluded from leasing such allocated building space for any other use during the term of this Grocery Store Covenant.

2: The Land Company further agrees and covenants that, until such time as a fully operational grocery store is constructed and fully operational in accordance with the Acceptable Final Sector Plan, building space for the existing Giant store, or such other store providing substantially the same goods and services and with a minimum of 16,000± square feet of retail space, shall remain in continuous, uninterrupted allocation on the Subject Property exclusively for such use.

3. The Parties agree that the provisions of this Grocery Store Covenant shall be binding upon the Land Company, its successors and assigns, and shall constitute covenants running with the land which may be enforced not only by the parties hereto, but also by Montgomery County, Maryland and the Maryland-National Capital Park and Planning Commission, who are expressly made third party beneficiaries hereof.

4. Unless sooner terminated upon the mutual agreement of the parties, the term of this Grocery Store Covenant shall be for 40 years.

5. This Grocery Store Covenant may be amended or modified only by the written agreement of the Parties. Upon the written request of the Village Council, the Land Company or its successor shall record any written modification among the Land Records at its expense.

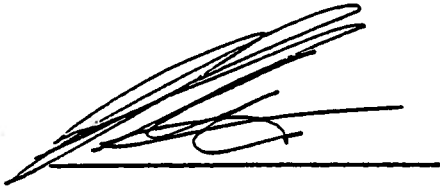
6. In the event that any zoning reclassifications or optional method applications are necessary to implement the recommendations of the Acceptable Final Sector Plan, and such reclassifications and/or optional method applications are applied for by The Land Company and denied by the applicable regulatory body by final, non-appealable decision within the term that this Grocery Store Covenant is in effect, then this Covenant shall become null and void and of no further force and effect. The Land Company agrees to vigorously pursue approval of any such zoning reclassification or optional method application which it initiates. For purposes of this Paragraph 6, the term "non-appealable" means that any such reclassifications or optional method application have been denied and no appeal has been taken within the period allowed by law or, in the event that an appeal has been taken, that such appeal has been decided in favor of the denial of the reclassification and/or optional method application, and no further appeal is allowed by law.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date above first written.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals
on the date above first written.

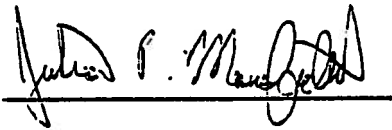
WITNESS:

THE CHEVY CHASE LAND COMPANY OF
OF MONTGOMERY COUNTY



By: Edward H. Asher, Pres.
Edward H. Asher, President

THE FRIENDSHIP HEIGHTS VILLAGE
COUNCIL



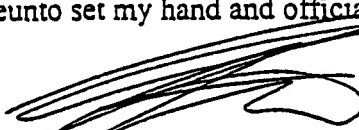
By: Alfred Muller, M.D.
Alfred Muller, M.D., Mayor

COUNTY OF MONTGOMERY

STATE OF MARYLAND

I HEREBY CERTIFY that on this 28th day of October, 1997, before me, the undersigned, a Notary Public in the jurisdiction aforesaid, personally appeared Edward H. Asher, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who acknowledged himself to be the President of THE CHEVY CHASE LAND COMPANY OF MONTGOMERY COUNTY, a corporation, and that he, in such capacity and being authorized so to do, executed the foregoing Agreement and Covenant for a Grocery Store for the purposes therein contained, by signing the name of the corporation by himself as President.

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


NOTARY PUBLIC Ross M. Clemens

My Commission Expires: 3/1/00

COUNTY OF MONTGOMERY

STATE OF MARYLAND

I HEREBY CERTIFY that on this 28th day of October, 1997, before me, the undersigned, a Notary Public in the jurisdiction aforesaid, personally appeared Alfred Muller, M.D., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who acknowledged himself to be the Mayor of THE FRIENDSHIP HEIGHTS VILLAGE COUNCIL, a body corporate, organized under the laws of the State of Maryland, and that he, in such capacity and being authorized so to do, executed the foregoing Agreement and Covenant for a Grocery Store for the purposes therein contained, by signing the name of The Friendship Heights Village Council, as its Mayor.

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

Robert A. Phipps
NOTARY PUBLIC

My Commission Expires: 10/1/98

EXHIBIT C



MONTGOMERY COUNTY COUNCIL
ROCKVILLE, MARYLAND

GAIL H. EWING

MEMORANDUM

November 24, 1997

TO: Councilmembers

FROM: Councilmember Gail H. Ewing *GHE*

SUBJECT: Friendship Heights Sector Plan/Chevy Chase Land Company site

Attached is a drawing of a modified plan for the Chevy Chase Land Company site that I ask you to consider as we discuss the two parcels for this property.

It has the following elements:

1. It does not contain a free standing grocery store. Despite the very understandable wish of the Friendship Heights Village community to ensure a continuously operational grocery store in their community, I do not think an additional separate free standing building on the parking lot is in the best long term interest of the county or Friendship Heights. It will take away more surface parking opportunities, create more pressure for additional commercial uses along Western Avenue east of the site, and over the long term present another commercial building with future use uncertainties were there to be a change in ownership or use.

2. Under the modified plan, there would be three buildings on Parcel 10B. The westernmost building would contain Clyde's and a five story office building, as others have proposed. The second center building would be a 9 story office building. The third building on the eastern side would be 4 stories with the grocery store on the ground floor but in a terraced configuration that would permit grocery store mechanical equipment to be on the roof of the one story portion of the store. This modified plan takes into account some of the architectural and mechanical difficulties that would occur by incorporating a grocery store on the ground floor of an office building. It eliminates the need to house mechanical equipment for the food store on the second floor of the 4-story office building.

3. The modified plan allows a continuously operating food store (albeit less than full service during the construction phase) by allowing the 1-story portion of the 4-story building to be constructed prior to closing and demolition of the existing food store.

4. It provides efficiency in loading/unloading and vehicular and pedestrian circulation and provides the opportunity for an additional covered drop-off area convenient to the office building, retail stores, and the METRO. The result of this configuration is a building that has a slightly larger footprint but extends much less into the surface parking lot than would a free standing grocery store. The total amount of square footage on Parcel 10B for this modified plan is 299,174, less than the total square footage recommended by the PHED committee for this parcel.

5. The modified plan also retains more surface parking than would occur with a free standing food store, an important objective for customers using the community-serving retail and for the residents of Chevy Chase Village.

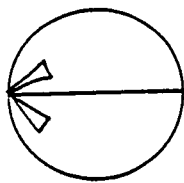
6. This plan would keep the easternmost commercial building at a reasonable distance from the community and would provide transition in building heights from the METRO to the single family neighborhood. If the Council agrees with the PHED committee recommendation to provide TS-M zoning on the entire property (a recommendation I support), then we will need to identify the general location of each of the buildings.

If the Council agrees with this approach for Parcel 10B of the Chevy Chase Land Company site, then suggested language for the Sector Plan could be the following:

Parcel 10B of Chevy Chase Center shall be redeveloped as follows: The existing retail (Clyde's) and 5-story office building located at Wisconsin Avenue and Wisconsin Circle shall remain, with the remainder of the Center being redeveloped with a 9-story building and a 4-story building terraced to a 1-story portion intended to be sized to allow rooftop storage of mechanical equipment. This will also allow a portion of the food store to be constructed and operational prior to the demolition and reconstruction of the existing center, including the remainder of a minimum 20,000 square foot grocery store. Total square foot of the redeveloped Parcel 10B shall not exceed 299,174 square feet (including not more than 10,000 square feet of which is the 1-story portion with rooftop storage of mechanical equipment.)

Attachment

\\itzbare\\misc\\9711\\fhhs



WISCONSIN CIRCLE EAST
OPTION 2 1 1/2 100'
11/24/97 CHEVY CHASE
LAND CO. SITE

Modified Consensus Plan option 2 299,174 sf

EXHIBIT D



August 4, 2016

Casey Anderson, Chair
Montgomery County Planning Board
8787 Georgia Avenue
Silver Spring, MD 20910

Re: The Collection/Chevy Chase Center
Limited Site Plan Amendment
Site Plan Nos. 82001021E and 82001013C

Dear Mr. Anderson:

This letter is submitted to state the position adopted by the Chevy Chase Village Board of Managers on August 1, 2016, with respect to the above-referenced Limited Site Plan Amendment ("Amendment"). The Amendment applies to two developments, the Collection and Chevy Chase Center, that border Chevy Chase Village. The approved site plans for the developments are of great interest to the Village and its residents. As a result, the Village has actively participated in the amendment application review process, extensively discussed the proposed changes with Chevy Chase Land Company and M-NCPPC staff, and has held public meetings and disseminated a questionnaire to receive the views of its residents. This letter reflects the result of these efforts. The Board appreciates the willingness of the owner and M-NCPPC staff to communicate with the Village on this important matter.

The original proposal included the following requests for amendment to the site plans:

1. Outdoor Restaurant Seating - ability to convert approximately 7,000 square feet of public use space and previous vehicular and parking area into private outdoor seating for a restaurant;
2. Modifications to Building Architecture - reconfiguration of the existing retail/restaurant spaces along Wisconsin Avenue to allow for smaller spaces and diversification of the store fronts to allow for individual brand identity, change of façade materials, and introduction of retail fronts along Farr Park;
3. Creation of Amphitheater Plaza – creation of an amphitheater plaza to include a lawn amphitheater with two curved outdoor steps. Vehicular access to the internal drive aisle located adjacent to the amphitheater will be controlled to allow for closure for special events.
4. Modifications to Improve On-Site Circulation – reconfiguration of existing drive aisle and perpendicular parking spaces into two-way travel with parallel parking and wider sidewalks, together with use of special paving treatments to highlight pedestrian area;

CHEVY CHASE VILLAGE

5906 Connecticut Avenue
Chevy Chase, Maryland 20815

Phone (301) 654-7300

Fax (301) 907-9721

ccv@montgomerycountymd.gov
www.chevychasevillagemd.gov

BOARD OF MANAGERS

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RICHARD M. RUDA
Board Member

VILLAGE MANAGER
SHANA R. DAVIS-COOK

LEGAL COUNSEL
SUELLEN M. FERGUSON

addition of parallel parking spaces along Wisconsin Circle with a midblock crosswalk connecting to the Chevy Chase Metro Building; relocation of parking ticket dispensers away from entrances and a possible different approach to parking management; redesign of Montgomery Street into a traffic circle, were proposed.

5. Relocation of the taxi stand – relocation of the taxi stand farther west, closer to the intersection of Wisconsin Avenue and Wisconsin Circle.
6. Modification of Johnston Park Plaza and Farr Park.
7. Elimination of Condition #3 of Site Plan 8200010130 that requires a minimum 30,000 square foot grocery store.

We understand that the requests to eliminate Condition #3 with respect to the grocery store and to relocate the taxi stand have been withdrawn and we are in support of this decision. In addition, any plans for the traffic circle and other improvements on Montgomery Street will not involve vacation of the right-of-way and the Village will continue to exercise jurisdiction and control. The most recent plans for the proposed changes that have been reviewed by the Board were updated on July 20, 2016.

The concerns of the Board and Village residents focused primarily on parking, vehicle access and circulation, and pedestrian safety. Before agreeing to the improvements to the Village right-of-way at Montgomery Street, the Board must be satisfied that the approaches to the circle, and the pedestrian path to and through the development, continue to promote safety. Further, pedestrian safety, parking enforcement and circulation on Wisconsin Circle are prerequisites to the Board's support of the changes proposed for this perimeter area. Discussions with the owner and M-NCPPC staff responsive to these concerns have resulted in a number of changes in the initial proposal.

After a full discussion, the Board of Managers has voted to support the proposed amendment to the site plans, subject to conditions that reflect the following:

Montgomery Street

- Installation of the traffic circle and other improvements with consent of Chevy Chase Village
- Incorporation of a raised planting bed to channel pedestrians when approaching along the sidewalk from the buffer between the Village and the development to deter pedestrians from crossing over the driveway into the underground truck entrance
- A raised sidewalk surrounding the Montgomery Street roundabout
- Three speed humps on the easternmost driveway, the closest of which is no farther than 50 feet from the pedestrian crosswalk leading out of the Buffer
- Appropriate navigational signage visible to drivers upon entry into the circle

Wisconsin Circle

- Removal of the curb extension for the proposed pedestrian crossing immediately west of the entrance to the underground parking garage

- Maintenance of the three taxicab spaces in approximately the same location where they are today, immediately west of the proposed pedestrian crossing
- Addition of two short duration public parking spaces immediately to the west of the taxicab spaces, with parking permitted only during off-peak, non-rush hours. Note that this is acceptable to the Village only if the Chevy Chase Land Company actively enforces parking limitations with respect to these spaces. Otherwise, the parking limitations will not be limitations at all.
- An option to remove a twelve foot wide section of the sidewalk leading from Western Avenue to the entrance to the underground parking garage, to allow for four additional parallel parking spaces in-set from the current curb-line. This option would still make provision for an eight foot wide sidewalk.

Internal Changes within Chevy Chase Center

- Installation of a ramp along the east side of the proposed amphitheater plaza area to allow easy access for strollers and wheelchairs from the upper surface parking deck to the lower interior street.
- Providing a passenger drop-off area in front of the main entrance to the Clyde's restaurant of approximately two car lengths.
- Removal of the parking gates at the entry/exit off of Western Avenue.
- Revision of plans to label onsite vehicular circulation patterns and access points

Additions to plans

Plans to be submitted for certification should include the following:

- Additional wayfinding signage along Montgomery Street for drivers approaching and navigating around the proposed roundabout.

Further, we continue to be concerned with the parking management on the surface lot. No definitive plan has been provided by the owner. The success of the vehicle access and circulation, and therefore pedestrian access and safety, depend on an effective parking management system. Currently, vehicles use the entrance to the property at Western Avenue to cut through the parking lot and exit on Montgomery Street, to avoid the traffic congestion at the intersection of Wisconsin Circle and Wisconsin Avenue. Removing the parking gates at the north and south ends of the property will exacerbate this situation, making transit through the lot unobstructed, with no required stop prior to exit at Montgomery Street. We are requesting that the Chevy Chase Land Company report on the specific parking and traffic management plan that they intend to use prior to any approval of this Amendment. If there is not effective and enforced paid surface parking, the already-reduced surface parking proposed by the Chevy Chase Land Company could be swallowed up by commuters using Metro rather than by patrons of the Center and cut-through traffic will be accelerated and increased, particularly during rush hours.

Thank you for the opportunity to comment on this requested amendment. Representatives from Chevy Chase Village will attend the Planning Board hearing on September 8, 2016. We reserve the right to further comment on this application, once the Board has had an opportunity to review the M-NCPPC staff report.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Michael Denger", with a horizontal line extending to the right.

Michael Denger, Chair
Board of Managers

Dickel, Stephanie

From: Diane Kartalia <dianekartalia@gmail.com>
Sent: Friday, August 12, 2016 11:33 AM
To: Folden, Matthew
Cc: Dickel, Stephanie
Subject: Revised changes to Wisconsin Circle

Hello, Matthew,

Stephanie Dickel provided your name as the transportation reviewer for The Collection Chevy Chase Site Plan.

Thank you for this opportunity to comment on the proposed changes to Wisconsin Circle. We do not think that the proposed revisions to Wisconsin Circle, a mere one block long road, is a candidate for these changes.

We are concerned that the tradeoffs for making these changes are too high for the citizens as the changes will reduce pedestrian, motorist, bus (Metrobus, Ride-on, School buses [public and private], Friendship Heights Village shuttle, taxicab drive and delivery truck safety and significantly increase congestion. The tradeoffs are more detrimental than providing 2 public parking spaces in the driving lane and 4 public spaces in the attractive sidewalk and converting an illegal pedestrian crosswalk to a formal one. Nor is there any guarantee that the two or all six parking spaces would be used by shoppers at The Collection Chevy Chase. Although many of the involved agencies have "approved of the initial revisions" and possibly the latest revisions, there is no evidence the analysis has been comprehensive. We are hoping your review will evaluate all the tradeoffs.

Parking and Midcrossing Tradeoffs:

From the Institute of Traffic Engineers, "Designing Walkable Urban Thoroughfare: A Context Sensitive Approach", Chapter 9, Trade-Offs, page 146:

While this report supports onstreet parking as an inherent element of walkable, compact, mixed use urban areas and a component of the economic health of urban businesses, the practitioner designing walkable streets should always consider the tradeoffs of integrating onstreet parking.

These include:

- A reduction in traffic capacity and increased friction in the flow of traffic *(No analysis provided on the impact);*
- Conflicts with the provision of bicycle lanes and increased hazard to bicyclists *(Wisconsin Circle is adjacent to the Capital Bike Share Station on Wisconsin Avenue and the shopping center is adding 74 bicycles racks)*
- Use of the thoroughfare width that could be used for other functions *(i.e. wider streetsides)(revision reduces the attractive sidewalk now enjoyed by customers of the coffee shop);*
- Visual obstructions for pedestrians crossing intersections; *(very serious, difficult crossing)*
- Vehicles moving along the thoroughfare and vehicles exiting driveways; *(Vehicles exit the Metro Building underground parking just before the pedestrian cross walk. Vehicles will be slowed moving through the road)*
- The need for and administration of parking enforcement; *(No parking enforcement now or anticipated; the line of parked vehicles - legal or illegal - could be very long in the driving lane)*
- and an increase in crashes *(Safety should be first.)*

Onstreet parking can result in a 3 to 30 percent decrease in the capacity of the adjacent travel lane, depending on the number of lanes and frequency of parking maneuvers. The designer needs to balance traffic capacity and local access needs when deciding where and when to permit onstreet parking. *(No one agency has reviewed the parking from the broad impact it will have on Wisconsin Circle and adjoining primary roads.)*

Note: According to a statement made at a Chevy Chase Village meeting, the Montgomery County Fire Department **did not** approve the initial revision which included an pedestrian extension into the driving lane. For that reason, then the conversion of the driving lane (nonrush hour) into to 2 public spaces should not be allowed.

Midblock crossings:

"General principles and considerations regarding midblock crossings include the following: Appropriate stopping sight distance is a critical part of the design of midblock crossings. Refer to AASHTO's Policy on Geometric Design of Streets and Highways (2004) for guidance in determining sight distance."

(bold and underlined mine) (Page 150). Motorists will not have appropriate stopping sight distance.

Other criteria (Page 153):

Streets with an average daily traffic volume (ADT) of 12,000 vehicles per day or less. *(Unknown, not enough analysis)*

Multilane streets carrying less than 15,000 ADT if a raised pedestrian refuge median is provided.

Operating speeds less than 40 mph. *(Assume so)*

A minimum pedestrian crossing volume of 25 pedestrians per hour for at least four hours of a typical day.
(Unknown, not enough analysis)

Adequate sight distance is available for pedestrians and motorists. *(NO!)*

The research about improved pedestrian safety in marked crosswalks is not in agreement. Some studies showing that pedestrian-vehicle crash rates are higher at unsignalized intersections with adding marked crosswalks (NCHRP Report 562, *Improving Pedestrian Safety at Unsignalized Intersections*).

For us not enough consideration, analysis, or holistic perspective has been applied. There appears to be a lack of understanding of the unique functions of this one block. We support the many of the changes proposed by Chevy Chase Land Company in its new marketing strategy and want the shopping center to be extremely successful. We share Chevy Chase Village's concerns about the management of the surface parking and other issues addressed in their letter of August 4, 2016 (except as noted above).

Thank you for this opportunity to provide the perspective of public safety regarding the changes to Wisconsin Circle. In other communications, we have asked about the impact on traffic and the resulting increased congestion in Friendship Heights.

Diane Kartalia and Ted Hoppock
5412 Grove Street
Chevy Chase, Maryland 20815
301.657.2482
240.381.7340

Dickel, Stephanie

From: Folden, Matthew
Sent: Friday, August 26, 2016 8:08 AM
To: dianekartalia@gmail.com
Cc: Dickel, Stephanie; Hisel-McCoy, Elza; Kronenberg, Robert
Subject: Wisconsin Circle

Dear Ms. Kartalia and Mr. Hoppock,

Please accept my apologies for this delayed response. I thought I responded to your inquiry last week with the following e-mail:

Thank you for submitting comments on the proposed changes to Wisconsin Circle associated with The Collection project. I forwarded your concerns on to the County Departments of Permitting Services and Transportation for review since Wisconsin Circle is a public street and those agencies are responsible for maintaining and operating streets in the County. Both of those agencies evaluated your comments and determined that the proposed design is safe and consistent with standard practices within public rights-of-way in Montgomery County.

In response to your concerns, the Department of Permitting Services has requested that the applicant provide additional clarifying materials on the proposed changes at the time the Certified Site Plan and associated right-of-way permits are submitted for review. The Department of Permitting Services has authority to modify the proposed street design at either of these two subsequent review stages.

For more information, please contact Sam Farhadi at the Department of Permitting Services. Mr. Farhadi can be reached at 240-777-6333 or Sam.Farhadi@montgomerycountymd.gov.

Again, thank you for taking time to contact me with your comments. Please contact me if you would like to discuss this application further.

Matthew Folden, AICP | Planner Coordinator
Montgomery County Planning Department | Planning Area 1
8787 Georgia Avenue | Silver Spring, MD 20910
301.495.4539 | matthew.folden@montgomeryplanning.org

RECEIVED

AUG 22 2016

MONTGOMERY PLANNING/Area 1

August 15, 2016

Ms. Stephanie Dickel
Montgomery County Planning Board
8787 Georgia Avenue
Silver Spring MD, 20910

Dear Ms. Dickel,

We understand that there will be a Montgomery County Planning Board hearing on September 8th to discuss the Chevy Chase Land Company's proposal for significant changes to the tenant mix, enhancement of public spaces, and attention to improved pedestrian circulation. Ms. Figuerdo, Vice President of the Company, recently made a presentation to our Brookdale Citizens Association which was very well received. Our Brookdale neighborhood lies immediately west of GEICO so the proposed improvements, if implemented, will certainly positively impact upon our neighborhood.

More specifically the Brookdale Citizen's Association endorses the following measures as proposed:

- Creating a lively and inviting community gathering place through attracting a new mix of tenants and more restaurants
- Incorporating new materials, landscaping, and seating in the public spaces of the Collection to make them much more attractive to visitors and encourage them to linger and relax
- Allowing diverse retail storefronts and signage will make the Collection more visually appealing and attractive, and allow individual tenants to draw customers more effectively
- Implementing a proposed new mid-block pedestrian crossing on Wisconsin Circle which should improve safety
- Increasing green space with grass and trees to soften the built environment and provide respite from the sun and urban heat

We hope the Montgomery County Planning Board will support these measures so that we might have a very much enhanced neighborhood in the very near future.

Sincerely Yours,



Richard Podolske

President, Brookdale Citizens' Association



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

MONTGOMERY COUNTY PLANNING BOARD OPINION

Preliminary Plan Review No. 1-99083 (Chevy Chase Center I and II)
Site Plan Review No. 8-01013 (Chevy Chase Center I)
Site Plan Review No. 8-01021 (Chevy Chase Center II)
Project: Chevy Chase Center I and II
Date of Hearing: May 31, 2001

Action: **APPROVAL OF PRELIMINARY PLAN NO. 1-99083, SUBJECT TO CONDITIONS.** (*Motion to approve was made by Commissioner Bryant; duly seconded by Commissioner Perdue with a vote of 4-0, Commissioners Bryant, Perdue, Holmes and Hussmann voting for the motion; and Commissioner Wellington abstaining.*)

Action: **APPROVAL OF SITE PLAN NO. 8-01013, SUBJECT TO CONDITIONS.** (*Motion to approve was made by Commissioner Bryant; duly seconded by Commissioner Holmes; with a vote of 4-1, Commissioners Bryant, Holmes, Perdue and Hussmann voting for the motion; and Commissioner Wellington voting against the motion.*)

Action: **APPROVAL OF SITE PLAN NO. 8-01021, SUBJECT TO CONDITIONS.** (*Motion to approve was made by Commissioner Bryant; duly seconded by Commissioner Holmes; with a vote of 4-1, Commissioners Holmes, Hussmann, Bryant and Perdue voting for the motion; and Commissioner Wellington voting against the motion.*)

I. INTRODUCTION

On May 31, 2001, Preliminary Plan No. 1-99083 and Site Plan Nos. 8-01013 and 8-01021 (collectively "the Plans") were brought before the Montgomery County Planning Board ("Planning Board" or "Board") for a joint public hearing. At the joint public hearing, the Planning Board heard testimony and received evidence submitted in the record on all three Plans. The record includes, but is not limited to, the Planning Board Agenda for Preliminary Plan No. 1-99083; the Staff Report for Site Plan Nos. 8-01013 and 8-01021; the record before the Planning Board for Project Plan No. 9-99002; all testimony, letters and other evidence submitted into the public files for the Plans; all testimony, letters, exhibits and evidence submitted and accepted into the record at the public hearing before the Board by Staff, the Chevy Chase

Land Company ("Applicant"), and all others who testified before the Board. The total site consists of approximately 8.22 acres with 3.44 acres of the site zoned CBD-1 and the remaining portion of the site zoned TS-M ("Subject Property"). The topography of the site slopes significantly from Western Avenue (elevation +336') to Wisconsin Avenue (elevation +312') and a large retaining wall is located in close proximity to the eastern property line with the Village of Chevy Chase. The Subject Property is bounded by Montgomery Avenue on the north, the R-60 zoned, residential community of Chevy Chase Village on the east, Wisconsin Circle and Western Avenue on the south, and Wisconsin Avenue on the west. The CBD-1 portion of the site is currently developed with a one-story retail strip center, a five-story office building, and a surface parking lot. The TS-M portion of the site is currently developed as a large surface parking lot. Access to the site is provided, at this time, via Western Avenue, Wisconsin Avenue, and from Montgomery Street.

II. PROPOSED PROJECT DESCRIPTION

The Plans request approval of a total of 231,175 gross square feet of office development, 155,825 gross square feet of retail, and 25,000 gross square feet of restaurant space. The existing shopping center, which was built in 1952, along with the existing five-story office building will be demolished with the exception of the existing Clyde's restaurant, which may remain open during construction of the new development. A single parking facility, consisting of both surface and underground parking is proposed.

The 3.44 acre, CBD-1 zoned portion of the Subject Property is located within the Chevy Chase Neighborhood Retail Preservation Overlay Zone and is proposed to be developed utilizing the optional method of development. This portion of the Subject Property is proposed to include approximately 208,628 gross square feet of office development and 91,372 gross square feet of neighborhood retail development. This portion of the Subject Property also retains the existing Clyde's restaurant which takes up approximately 8,992 gross square feet. The proposed crescent-shaped building will be two-stories in height along Western Avenue and eight stories in height towards the center of Wisconsin Circle. There are proposed two street fronting retail levels; a lower level fronting on Wisconsin Circle which will include a 17,655 square foot of drug store, a 1,500 square foot transit store, and several other retail stores; and an upper level fronting on an internal private street located on the north side of the building which will include a 25,000 square foot grocery store as well as several other retail stores.

An urban plaza area, identified as Francis N. Johnston Park, is located at the intersection of Wisconsin Circle and Wisconsin Avenue. The plaza consists of approximately 8,720 square feet of public use space and will include public art (including a fountain), seating areas, and the entrance to the office building. In addition, Clyde's restaurant will have a small area for outdoor dining. This area is not included in the public use space calculations.

The 4.78 acre, TS-M zoned portion of the development has frontage on both Wisconsin Avenue and Western Avenue. The proposal consists of a two-story and a three-story, multi-level retail building. The first two floors will be retail, with the third floor used as office. The location of these buildings along Wisconsin Avenue are designed to provide a more continuous facade along Wisconsin Avenue.

At the center of the two Wisconsin Avenue retail buildings is a 9,000 square foot urban park, identified as William Sharon Farr Park. The park will include a fountain, designed by the project's artist, which is intended to help muffle noise from Wisconsin Avenue.

Parking for the project will be provided primarily in an underground parking structure. The application currently indicates that a total of 1,403 parking spaces will be provided including the 30 required Kiss & Ride spaces. Approximately 283 parking spaces, including 30 designated for Kiss & Ride will be provided in the surface parking lot. The surface parking lot will be terraced, using stone retaining walls similar in character to those in the existing parking lot, and will include twice the number of shade trees that currently exist. Access to the parking lot will be from Western and Wisconsin Avenues and from Montgomery Street.

The underground parking garage will be located on both the TS-M and the CBD-1 zoned parcels. The parking structure consists of 5 levels: a terrace level at +325' elevation, a ground level at +312' elevation and three underground levels. Access to the parking structure will be provided by a right-in only entrance off of Wisconsin Circle and from two locations in the surface parking lot.

During the approval of the Project Plan for both portions of the Subject Property and the re-zoning of the TS-M portion of the site, the Applicant committed to providing enhancement to the existing buffer located within the unbuilt road right-of-way for Belmont and Grove Streets, located within Chevy Chase Village and part of the Applicant's property. The enhancement will include the planting of 37 shade trees, 86 ornamental trees, 35 evergreen trees, and over 400 shrubs. In addition to the planting, a five-foot-wide brick path, lighting, sections of wrought-iron and wood fencing, and a segment of brick wall will be provided. The Applicant is also required to make an annual \$15,000 payment to the Village for the perpetual maintenance of the buffer. The buffer will be constructed as the first phase of the project.

III. PRIOR APPROVALS

The Friendship Heights Sector Plan, approved and adopted March 1998, divided the property into two parcels for purposes of recommending land use and zoning. The Sector Plan recommended an expanded CBD-1 zone line by action of the District Council to create the 3.44 acre portion of the Property known as the CBD-1 parcel, with 300,000 square feet of mixed commercial development recommended pursuant to the optional method of development. The Sector Plan recommended reconfirming the R-60 base zoning for the adjoining 4.78 acre portion of the Property, with a recommendation for TS-M zoning and 112,000 square feet of mixed commercial development.

The different zoning classifications of the CBD-1 Parcel and the TS-M Parcel required different approval processes prior to Site Plan approval. Project Plan No. 9-99002 ("Project Plan") for the proposed optional method development of the CBD-1 Parcel was approved by the Planning Board in July 1999 with conditions; the local map amendment application for the rezoning of the TS-M Parcel was approved by the District Council on February 27, 2001 and included the adoption of a development plan ("Development Plan") which contained numerous binding elements which now are part of that approval.¹

IV. SUMMARY OF TESTIMONY AND EVIDENCE OF RECORD

A. Issue Regarding Requirement for Continuously Operating Grocery Store

¹ The approvals of the Project Plan and Local Map Amendment and Development Plan for the TS-M Parcel are currently on appeal in the Maryland Court of Special Appeals.

At the Planning Board's public hearing on May 31, 2001, the Planning Board's Technical Staff ("Staff") testified in support of the Plans and recommended approval of the three Plans subject to conditions (which were modified by the Board as detailed below). The main issue raised at the hearing involved Staff's proposed Condition No. 3 for Site Plan No. 8-01013 which reads as follows:

4. An interim grocery store, a minimum of 10,000 square feet shall be provided and shall be open and operating prior to closing of the existing Giant grocery store [sic] on the subject site. The interim store shall remain open until such time as the 25,000 square foot, full-service grocery store is complete and open for business. A minimum of fifty parking spaces shall be provided in a location which is both safe and convenient. Safe and convenient pedestrian access shall be provided for the interim grocery store.

Staff testified that it recommended placing this condition on Site Plan No. 8-01013 in order to find conformance to the Friendship Heights Sector Plan ("Sector Plan") and the Project Plan.

B. Background on Requirement for Continuously Operating Grocery Store

By way of background, Staff explained in its report that Friendship Heights Village's ("Village") primary issue during discussions leading to the adoption of the Sector Plan was the desire for the continuous operation of a grocery store to serve the Village's many elderly residents. On October 20, 1997, the Village signed an agreement and a covenant which provided, among other things, that a continuous grocery store would operate on the site, including during any redevelopment period, and included a provision of a subsidy for shuttle transport to the nearest comparable grocery store during a temporary closure lasting longer than 90 days.

During the District Council's consideration of the Sector Plan, there was discussion of having a free-standing grocery store or, in the alternative, a grocery store fully contained within the footprint of the office building. The following language was adopted in the approved Sector Plan pursuant to a proposal by Councilmember Gail Ewing ("Ewing Proposal"):

Include a grocery store with a minimum of 20,000 square feet on the ground floor of a building within the office-retail center. To allow continuous grocery operation and the most efficient layout, a portion of grocery store space (a maximum of 10,000 square feet) may extend beyond the office footprint and be built at grade. The property owner has proposed a phased construction plan that will allow the extended portion of the grocery store to be constructed and occupied first, while the remainder of the store and the office building, of which it is part, are constructed. To achieve the Plan's goal of a continuously operating grocery store, County representatives should support this phased development effort by ensuring that there are no unnecessary delays in the consideration of various development approvals.

Finding No. 2 in the Planning Board's Opinion approving the Project Plan stated:

As detailed by staff in its report and testimony, which evidence the Board adopts in this finding, the proposed development conforms with and will help implement the concept, recommendations, and guidelines of the Sector Plan.

However, the Planning Board did not require as a condition of approval of the Project Plan that the Applicant maintain a continuously operating grocery store.

C. Applicant's Position

The Applicant testified that, originally, it had envisioned that the TSM portion of the site would be developed first and the CBD-1 parcel would be developed later. However, given some difficulties it encountered in the rezoning of the TSM portion of the property, the Applicant altered its phasing in order to proceed with the development of the CBD-1 portion of the property independent of the TSM portion, if necessary. The Applicant further testified that in order to make these changes, it was necessary to alter its proposed parking. In addition, the market has pointed to the neighborhood retail uses in the CBD as being particularly viable at this time. These changing conditions and the concurrent parking and other construction phasing changes needed to accommodate the earlier development of the CBD-1 portion of the property have made keeping a grocery store in continuous operation difficult.

The Applicant testified that while the language of the Ewing Proposal was adopted into the Sector Plan, the concept of a continuously operating grocery store was only one of the objectives that it was designed to address. Allowing a portion of the grocery store to extend beyond the office footprint also allowed for better housing of the mechanical equipment and provided better parcel pick-up, among other things, and was not exclusively proposed to require a continuously operating grocery store.

Moreover, the Applicant testified that the District Council recognized in enacting the Sector Plan that it did not have authority to enforce the provision requiring the Applicant to maintain a continuously operating grocery store but that it was interested in seeing that the covenants entered into between the Applicant and the Village would be upheld. To that end, when it appeared to the Applicant that maintaining a continuously operating grocery store would be difficult, it consulted with the Village and the two parties agreed to an alternate solution: the grocery store will be closed during construction and, during that time, the Applicant will provide a shuttle bus service to transport the residents of the Village to the Westbard Giant, the next closest grocery store ("the Alternative").² This solution not only will allow the new grocery store to open a year earlier than would otherwise be possible due to construction restraints related to maintaining a portion of the site in continuous operation, but it would also provide the residents of the Village with access to a full-service grocery store in the interim rather than only a temporary 10,000 square foot grocery store.

² The Applicant testified that since its covenant to maintain a continuously operating grocery store was only with the Village, it considered the issue to be one between it and the Village and, therefore, only consulted the Village in determining the Alternative.

The Applicant admitted that it could maintain a continuously operating grocery store but indicated that it did not believe to do so would add anything to the project and would be extremely costly to the Applicant. In addition, the Applicant testified that such a grocery store would be fairly inconvenient since it would not be a full service store and it would be in a construction zone and, therefore, difficult to get to, for an extended period of time. Finally, the Applicant testified that if the grocery store closed for construction, the new store could be completed in 16 to 18 months; however, it would take approximately 12 additional months to complete the store if it had to remain in continuous operation.

D. The Village's Position

Neighbors from the Village ("Neighbors"), including its Mayor, testified in support of the Plans and the Alternative and opposed requiring a continuously operating grocery store. The Neighbors testified that the idea of a continuously operating grocery store was first raised and pursued by the Village over the objections of Chevy Chase Village. The Neighbors further testified that it is not in the best short-term interest of the residents of the Village to require a continuously operating grocery store and that it is unnecessary in light of the Alternative.

The Neighbors also testified that the original concern of the Village was that there be a permanent grocery store at this location. To this end, the Village entered into an agreement with the Applicant to ensure that a grocery store would remain a major part of its redevelopment plans for this property and, in return, the Village agreed that additional densities would be appropriate for this location. Since the early concept for redevelopment of this site involved a freestanding grocery store, the possibility of keeping the grocery store in continuous use was a viable one. However, when the District Council adopted the Sector Plan, the freestanding grocery store was eliminated which made the concept of a continuously operating grocery store much more problematic. Therefore, the Village and the Applicant modified its agreement to provide that the Applicant would use its best efforts to keep a grocery store in continuous operation, but if it became impractical, the Applicant would provide alternative shopping for the residents of the Village through a shuttle bus service to the Westbard Shopping Center.

The Neighbors indicated that the decision to adopt the Alternative was made by the Village after careful consideration of the various options. It involved full communication with the Village's residents by newsletter followed by full public discussion and community support. It was the Village's decision to support the Alternative so that the residents would have access to a full-service grocery store, a pharmacy, dry cleaner, and all the other conveniences of the Westbard Shopping Center. In addition, it would permit the Applicant to construct and deliver the new grocery store a year earlier. Most importantly to them, the Neighbors pointed out, was that there be a grocery store and neighborhood retail at this site and the Neighbors claimed that that was why the additional density was granted, not because of a continuously operating grocery store during construction.

The Neighbors further testified that all of the changes that have been made to the Plans have been positive: 1) the grocery store has expanded from 20,000 square feet to 25,000 square feet; 2) the neighborhood retail portion of the development has grown from 65,000 square feet to 90,000 square feet; 3) the density and the taller building heights have been consolidated to mid-block locations, appropriately within the building envelopes of the Chevy Chase Metro Building; and 4) the open spaces, amenities, and public parks have been developed into remarkable public spaces for the future users of the site.

E. Chevy Chase Position

The residents of Chevy Chase Village ("Opposition")³ testified on three main issues, they feel that: 1) the Applicant has made material changes to the Plans which have made them inconsistent with the Development and Project Plans; 2) that the Applicant should be required to keep the grocery store in continuous operation or redesign the store to stay within the original footprint; and 3) since the Applicant has reconfigured its underground parking requiring it to now dig deeper than it previously said it could, the Planning Board should require the Applicant to place its proposed enclosed surface loading dock and other services underground (along with the other underground service operations already proposed).

With respect to the first issue, the Opposition testified that significant changes have been made to the Site Plans including changes in phasing of construction; changes in the depth and location of the underground parking; and changes in the plans for keeping the grocery store open. As such, the Plans are no longer consistent with the approved Development and Project Plans.

With respect to the continuously operating grocery store, the Opposition testified that, as the closest adjoining property to the grocery store, it adamantly opposed expanding the footprint of the grocery store to bring it 100 feet closer to the houses in Chevy Chase Village. The Ewing Proposal was adopted allowing this expansion on the requirement that the grocery store be in continuous operation during construction. The Opposition testified that this was one of the only amenities offered to them by the Applicant and the proposed development and that the Applicant should not be allowed to build the grocery store outside the footprint of the office building if the store is not kept in continuous operation. Moreover, the Opposition proposed that the Applicant be required, as a condition, to maintain, in perpetuity, a grocery store on the Subject Property and that if, at some point, such a store is not viable, that it be returned to public community open space.

The Opposition further testified that the protrusion of the grocery store into the parking area not only brings the development closer to the homes in Chevy Chase Village, but it also significantly complicates the traffic flow and creates a complicated map of streets and pedestrian paths as well as takes up needed surface parking spaces and poses increased danger to pedestrians who will have to cross more lanes of traffic, cut across a truck entrance and exit to get to the proposed grocery store. In addition, if the grocery store was set back within the original footprint of the office building, there would be the opportunity to provide additional landscaping and green space. Moreover, the Opposition testified that the grant of additional density to the Applicant was based on its representation that the grocery store would be in continuous use; therefore, if the grocery store is to be closed during construction, the Applicant should not be allowed to keep the additional density. At least one person in opposition indicated her dismay that Chevy Chase Village was not included in the plan to provide shuttle bus service to the Village residents. The Opposition also noted that Clyde's Restaurant is to remain open during construction.

Finally, the Opposition testified that the Applicant's Plans now require digging 12 feet deeper under the CBD portion of the site and 33 feet deeper under the TSM portion of the site. They testified that this deeper digging poses considerable hardships and hazards to their nearby properties. In addition, they

³ The testimony of the Mayor of Somerset, Somerset House, the Citizens Coordinating Committee for Friendship Heights, and Brookdale Citizens Association are included in the discussion of the testimony of the Opposition.

testified they made earlier requests to the Applicant to locate the enclosed surface loading dock and other service facilities underground and were told that it was prohibitively expensive to do so. Now that the Applicant has increased its underground digging, the Opposition renew their request that these services be located underground for pedestrian safety and noise abatement reasons.

F. Staff's Position

As stated above, Staff recommended, in its Report, including a condition requiring the Applicant to maintain a continuously operating grocery store. Upon questioning by the Planning Board, Staff conceded that the language in the Sector Plan and the Project Plan approval could be interpreted to allow for the shuttle bus service as an alternative to satisfying the requirement of continuous operation of the grocery store by providing access to the Westbard grocery store.

G. Applicant's Rebuttal

The Applicant noted that a continuously operating grocery store is not a condition of any of its prior approvals. In addition, the Applicant reiterated its point that the Ewing Proposal, which was adopted in the Sector Plan, allowed for the store to extend outside the building footprint for several reasons including safer pedestrian and vehicular circulation and better parcel pick-up, not only because it might allow for continuous operation of the grocery store. In addition, the Ewing Proposal was found to be compatible at that location and was a reasonable transition of the development on the Subject Property to the adjoining single-family community. Finally, the Applicant indicated that the intended beneficiaries of a continuously operating grocery store, the Neighbors, did not want it continuously operating in light of the changed circumstances, and the Opposition, who now argues to keep the grocery store operational, previously (at the time of Project Plan) indicated that there was no need or benefit to the community in keeping the grocery store operational.

With respect to the requests to provide all of the loading docks and related services underground, the Applicant testified that the majority of the loading and unloading is currently proposed to be underground. All of the loading that services the office building and retail, except for the grocery and drug stores, is underground. The Applicant's Architect testified that to accommodate the loading for the grocery store underground would require an additional 300 feet of tunnel. He further testified that he worked on the loading docks for the World Trade Center and for the World Financial Center and neither have tunnels that go that far. Instead, the Applicant's Plans provide for complete enclosure of the grocery store loading and other related services including the trash collection areas are within the building footprint and also provide for complete screening of these services (as recommended in the Sector Plan). Thus, they are kept out of the way of pedestrians, creating a safe alternative as well as, given the attractive screening proposed, an alternative compatible with the surrounding residential neighborhood.

The Applicant stated that whether Clyde's will choose to remain open during construction of the development is up to the management at Clyde's but that under its lease agreement with Clyde's, the Applicant is required to keep Clyde's open.

The Applicant further testified that the Village has agreed that the proposed shuttle bus service could be extended to the Chevy Chase Metro Station so it could be accessible to the general public with the proviso that if it were not being utilized by the general public, the route could be shortened in order to make more frequent stops.

Finally, the Applicant proffered a condition requiring the Applicant to maintain a permanent grocery store on the Subject Property and indicated its willingness to increase the square footage of the final grocery store footprint to 30,000 square feet.

H. Evidentiary Issue

Counsel for the Chevy Chase Village and Citizens Coordinating Committee on Friendship Heights, Inc. ("Chevy Chase Counsel"), requested that the Planning Board accept certain material into the record including the entire record of the hearings that took place during the rezoning of the TSM portion of the site and the approval of the Project Plan. While the Planning Board accepted the incorporation of the record involving the Planning Board's prior approval of the Project Plan, the Board rejected the rezoning hearing material offered by Chevy Chase Counsel on the grounds that 1) the rezoning of a portion of the Subject Property involved a separate administrative process and that the issues raised during that process should have been resolved during that process and, therefore, are irrelevant to the current proceedings; 2) the Board is not familiar with all of the material being offered and, therefore, could not base its decision on knowledge of the offered material; and 3) any issues related to the rezoning of a portion of the Subject Property that is relevant to the current proceedings as well as any other material evidence or testimony offered that is relevant to the current proceedings may be raised by Chevy Chase Counsel during his testimony and presentation along with any other speaker that may wish to submit evidence or testimony into the record. The Planning Board made the finding that absent any demonstration through testimony of the relevance of the offered material, the Board would not accept it into the record.

FINDINGS⁴

A. Conformance with Prior Approvals

I. Conformance to Conditions of CBD-1 Project Plan Approval

1. Development Ceiling

The proposed mixed-use project is limited to 300,000 square feet of gross floor area: approximately 96,200 square feet of retail; approximately 203,800 square feet of office; and including approximately 8,300 square feet of grocery store expansion.

The CBD-1 Site Plan proposes 208,628 square feet of office and 91,372 square feet of retail. As amended by conditions of approval, this includes a 30,000 square foot grocery store to replace the existing 16,700 square foot grocery store (thus constituting a 13,300 expansion of the grocery store), and the existing 8,992 square foot Clyde's restaurant. The total neighborhood retail will constitute an increase of approximately 22,000± square feet over that currently existing and that was set forth as the minimum desirable in the Friendship Heights Sector Plan. The minor shift in square footage allocation between office and retail is a result of more detailed design planning.

⁴ These findings relate to each of the three Plans, as applicable.

2. Preliminary Plan

A combined Preliminary Plan, with phasing, must be submitted for the entire TS-M and CBD portions of the site.

A combined Preliminary Plan (Preliminary Plan No. 1-99083) has been submitted and its approval is a part of this Opinion. The proposed phasing of the project is noted on the proposed Preliminary Plan (consistent with the phasing approved as a binding element of the development plan for the TS-M Parcel).

3. Building Heights

The building height for this project is limited to 90 ft. measured from the approved street grade at Western Avenue at elevation +324 ft. This height may be applied only to the area generally within the profile of the existing Metro Center building.

The proposed building height is 90 feet measured from the approved street grade at Western Avenue at the 324 foot elevation. This portion of the office building is generally within the profile of the existing Metro Center building.

4. Waivers

A waiver from the 5,000 square feet maximum of neighborhood retail to allow for a 16,000 square foot drug store should be granted with this application.

A waiver was granted at the time of the Project Plan approval. Pursuant to Section 59-C-18.172(b)(2) of the Zoning Ordinance, the Applicant requests that the waiver be amended to permit a drug store up to 17,750 square feet. The Applicant contends that the additional drug store space is consistent with the goal of the Friendship Heights Sector Plan of providing and maximizing community-based retail on the ground floor at this location, and is necessary.

The Applicant also request waivers for two other retail bays, (both adjacent to the proposed drug store), which will slightly exceed the 5,000 square foot maximum established in the Chevy Chase Neighborhood Retail Overlay Zone. One bay will be approximately 5,250 square feet and the other will be approximately 5,500 square feet.

Staff supported the Applicant's waiver requests and the Planning Board finds that the increased floor area requested in each of the waiver requests is consistent with the commercial and development objectives for the Sector Plan area. As such, the Planning Board hereby grants each of the waivers requested.

In addition the Planning Board grants the Applicant a waiver to increase the grocery store to 30,000 square feet. The Board finds that this waiver is necessary in order to more fully serve the surrounding neighborhoods and facilitate the viability of the proposed development. The Board further finds that this waiver is consistent with the commercial and development objectives for the Sector Plan area and is, in fact, necessary to promote these objectives.

5. **Francis N. Johnston Park**

At the time of site plan review, the park at Wisconsin Avenue and Wisconsin Circle must be designed to reflect the high volumes of pedestrian through-traffic, accommodate gathering opportunities, and provide a space for programmed activities and outdoor cafes. The design must include the following elements:

- a. *High-quality paving and lighting;*
- b. *Trees and other means to provide shade;*
- c. *Garden/grass area;*
- d. *Tables and chairs and other seating;*
- e. *Art work;*
- f. *An information kiosk which includes a schedule of programmed events for the community;*
- g. *Significant water feature or other elements to mitigate traffic noise; and*
- h. *Retail entrance(s) facing the open space.*

Frances N. Johnston Park, located at Wisconsin Avenue and Wisconsin Circle, is designed to be an active space filled with people throughout the day and evening. Many people will pass through the space either enroute to the Metro station, to the site's parking areas, or to the shops located along Wisconsin Circle and Wisconsin Avenue. The park will also be used as a place to rest, congregate, eat lunch, and people watch.

The Applicant described the design of the park as follows:

The Park was conceived as one intricate composition of paving, stairs, buildings, seating, planting, sculpture, and water feature. It is the result of folding together ideas for art, architecture, and landscape as one design. All of its parts collectively form the whole; each related to the other, each needed to complete the composition. A sweeping arced granite wall that stretches from the Wisconsin Avenue streetscape edge inwards to the heart of the park anchors the design. The wall helps to spatially define the edge of the main park podium while gracefully guiding pedestrian circulation into and through the park. The central focal point of the park is a collection of sculptural elements that include carved granite art forms, dancing water columns that rise out of the pavement, a single specimen tree, and sculpted stone seating elements. Together with the feature wall and adjacent landscape, these art elements engage in a cohesive design dialogue that energizes the space.

With emphasis on longevity, the finishes of all park components are of top quality. Plaza paving combines the streetscape brick at its edges with the park podium covered by a subtle stone pattern using a combination of slate and flagstone. The entry stair from Wisconsin Avenue will be constructed of granite. Planter walls along the north edge of the park will be constructed of precast concrete that relates to building finishes and adjacent stone work.

An abundance of trees and garden plantings are included as part of the park design, offering shade and greenery for users to enjoy. Tree plantings also serve to reinforce connections to the internal parking lot garden and the project parking

areas. Garden plantings will include a variety of plant types that offer year round seasonal interest.

To further activate the park as a true urban civic space, retail frontage is planned along the Park's building edges. In addition to the main lobby entrance, the office building will have ground floor retail entrances that face the Park. Clyde's restaurant will have the ability to offer private outdoor dining adjacent to the park. This space has been organized to engage the park's central podium, adding another active use that will serve to further enliven the space.

The Planning Board finds that the design of the park as presented by the Applicant clearly satisfies the public open space objectives of the Project Plan. An information kiosk will be provided in the nearby Transit Store. Several conditions are imposed on the Applicant requiring additional details and specifications to be provided prior to signature approval of the site plans to ensure that the park is constructed as proposed.

6. Transit Store

Prior to site plan review the Applicant must include a transit store at Wisconsin Circle near Johnston Park. The store shall consist of 1,500 square feet minimum of finished space including a possible mezzanine level. The facility should be designed to accommodate the following:

- a. A technical device to call taxis;*
- b. A seating/waiting area;*
- c. Transit, carpool and vanpool information and transit passes;*
- d. Offices for Transportation Management/Urban District;*
- e. Information and schedule of community activities for Friendship Heights; and*
- f. Satellite library kiosk;*

The future Transportation Management Organization (TMO) and/or Urban District will be responsible for the maintenance and operation of the facility.

The 1500 square foot transit store ("Transit Store") has been located mid-block along the Wisconsin Circle frontage. This location is highly visible and easily accessible from the Metro Station located across Wisconsin Circle. Since the Project Plan was approved, the Friendship Heights Transportation Management Organization (TMO) was created through a legislative act of the Montgomery County Council and an advisory committee has been appointed. The committee has begun work in determining the appropriate functions and operations of the TMO in Friendship Heights. Montgomery County is the operator of the TMO.

Several conditions are imposed on the Applicant to ensure that all of the requirements for the Transit Store are met.

7. Greenway Buffer

At the time of Site Plan review, the Applicant must provide the design of the Greenway Buffer from Grove Street to Belmont Street subject to Chevy Chase Village's approval. These

improvements must be provided at the initial stage of development regardless of actual phasing. The Applicant must enter into a maintenance agreement with Chevy Chase Village to be part of the

Site Plan Enforcement Agreement. If an agreement is not reached, the buffer should be expanded into the parking lot. The buffer design must include the following:

- a. *Extensive planting throughout the buffer consisting of a mix of deciduous and evergreen trees to provide maximum screening;*
- b. *A five-foot wide brick paved pedestrian path through the greenway, extending from the paved surface of Grove Street to the paved surface of Belmont Street, with a link to the Applicant's parking lot at Montgomery Street;*
- c. *A six foot masonry wall above and behind the existing retaining wall and chain link fence along the perimeter of the buffer area for visual and acoustical screening configured to create a cohesive and attractive wall design including planting;*
- d. *Low level lighting; and*
- e. *A masonry wall and green space at the pedestrian entrance to the buffer area from the parking lot at Montgomery Street designed to provide visual and acoustical screening as well as safe pedestrian access to the parking lot.*

An agreement has been reached between Chevy Chase Village and the Applicant regarding the design of the Greenway Buffer. A binding element regarding the Greenway Buffer was also included as a part of the development plan approval (Binding Element No. 3). The buffer design includes a mix of deciduous and evergreen trees to provide maximum screening, a 5-foot wide brick-paved pedestrian path, consistent with the brick pavers utilized by Chevy Chase Village in its public spaces, a combination of wood and iron fencing, a section of masonry wall, and low-level lighting. The Planning Board finds that this agreement and design meet the requirements for the Greenway Buffer.

8. Green Parking Lot

Prior to Site Plan approval, the Applicant must include landscaping throughout the parking facility to ensure shading and safe pedestrian paths. All green areas must include dense planting of shade trees with adequate depth of soil, water retentive soil amendments and irrigation to support their growth. The total number of shade trees within the parking lot must be approximately double the existing number. Shade trees should be of 3-inch caliper minimum at planting. The following elements must be included:

- a. *A landscaped area between the internal mixed street and the parking terrace consisting of approximately 13,000 square feet minimum and including shade trees, seasonal planting, grass seating, and a garden focal point such as a gazebo. This area must have strong visual and physical links to Johnston Park and Farr Park;*
- b. *A continuous green area approximately 60' from the existing retaining wall planted with tightly spaced shade trees;*
- c. *Specially paved 5 foot wide pedestrian paths through the parking lot linking the Montgomery Street entrance of the buffer area to the landscaped area described in (a);*
- d. *Enlarged green space at the Montgomery Street entrance to the buffer;*
- e. *Masonry wall and green shade tree area to provide acoustical and visual screening of the truck ramp; and*
- f. *Continuous sidewalk along the eastern frontage of the retail buildings, with seasonal planting, lighting, and street furniture.*

The parking facility has been designed in conformance with the requirements as listed above in an effort to ensure that adequate shade and safe pedestrian circulation will be provided. The total number of shade trees to be provided is more than double the number of existing trees being removed during excavation and construction. The trees will be mainly native shade trees, with some evergreen trees to add winter interest, and all will be a minimum of 3-inches in caliper at the time of planting. All planting that is proposed to be planted over top of the underground parking structure will be irrigated, and adequate soil depth to support healthy plant growth will be provided. Several conditions have been added which require that details be provided at the time of signature approval to demonstrate that adequate soil depth and volume will be provided per tree and that the average depth of soil will be between 24-30 inches. Details of the required irrigation and drainage must also be provided at the time of Signature Set approval.

Specially-paved pedestrian paths, a minimum of five-feet wide, are provided within the parking lot and will facilitate safe pedestrian circulation through the parking lot. The path will connect with the pathway to be constructed within the Chevy Chase Village buffer. Additional sidewalks may be necessary in order to ensure safe pedestrian passage from parking areas, particularly in the southeast portion of the site, to the proposed stores. The Planning Board has added a condition which requires that this be resolved prior to signature set approval.

The landscape area located between the internal mixed street and the parking terrace is approximately 13,118 square feet in size, and includes shade trees and seasonal plantings. A monumental tree, rather than a gazebo, is proposed as a focal point. The tree will be visible from all areas of the surface parking lot, as well as from Francis N. Johnston Park, and is considered integral to the design of the park.

A continuous green area approximately 60 feet from the existing retaining wall, planted with tightly spaced shade trees, will provide visual relief to the surface parking facility serving the CBD-1 Parcel and the TS-M Parcel.

Special attention has been given to the design of both sides of the truck ramp wall to provide acoustical and visual screening of the ramp. The eastern truck ramp wall will be

constructed using split-face concrete block. This side of the wall will also have evergreen trees to provide additional acoustical and visual screening. The western side of the truck ramp wall will also be constructed of split-face block and will include areas of seasonal planting with low height trees to provide visual screening.

A continuous ten-foot-wide sidewalk is proposed along the eastern frontage of the retail buildings. The Applicant states that landscape planting, lighting and street furniture will be provided in this area; however, none is indicated on the plans at this time. A condition has been included which requires that these elements, along with details and specifications be provided at the time of signature set approval.

9. **Streetscape**

Prior to Site Plan approval, the Applicant must provide a Streetscape Plan for all adjacent public sidewalks. The Applicant shall work with other Friendship Heights developers and professional staff from Montgomery County and the District of Columbia to develop a coordinated Streetscape Plan with detailed standards for Friendship Heights. The Streetscape Plan shall coordinate site furnishings, materials and standards. It shall include undergrounding of utilities; street trees, four-inch caliper with adequate depth of soil, water retentive soil amendments and irrigation to support the trees; brick and other high quality paving materials including special patterns and designs, street furniture; and continuous brick paving, without grade changes, across driveways. The following elements must also be included for specific streets:

a. Wisconsin Avenue (TS-M/CBD zones)

A boulevard streetscape consisting of a brick sidewalk 22' wide minimum (20 feet within the public right-of-way), preservation of existing street trees supplemented by new trees in an attractive planting strip at the curb, 30 feet on-center maximum; benches; double-fixture Washington Globe lights, 60 feet on-center maximum. Minimum turning radii must be acceptable to SHA. Clyde's structure must be modified to achieve a two-story building so it is architecturally compatible with the adjacent TSM buildings and to provide a wider sidewalk.

A Streetscape Committee of the Friendship Heights Multi-Jurisdictional Task Force has met intermittently to discuss details of the streetscape along Wisconsin Avenue, Western Avenue, Wisconsin Circle and Montgomery Street. The streetscape proposed by the Applicant is consistent with the recommendations of the Streetscape Committee. A condition was included as part of the recent approval of the New England Development site plan for the Hecht's property which requires coordination of all streetscape elements for Wisconsin Avenue and Western Avenue with Chevy Chase Center. The Planning Board has imposed a similar condition on the Applicant in connection with the approval of these Plans.

The streetscape along Wisconsin Avenue is consistent with the recommendations of the Streetscape Committee, and includes street trees, benches, single-fixture Washington globe lights (rather than double-fixture as was envisioned at the time of project plan approval), and specialty paving. As is shown on the illustrative elevations submitted with

the site plan, the Clyde's structure will be modified to achieve a 2-story building facade that is architecturally compatible with the other buildings on the site. While the Clyde's structure cannot be altered to provide a wider sidewalk, changes to planter locations and other movable fixtures are proposed to try to provide better and safer pedestrian routing on Wisconsin Avenue in the location of Clyde's.

The existing street trees along Wisconsin Avenue will not be preserved. An assessment of the trees health was made by the Planning Department staff arborist and it was determined that the poor health of the trees did not warrant the measures necessary to preserve the trees during construction of the adjacent underground parking structure and the undergrounding of the overhead utilities. The arborist noted that the trees have suffered irreparable damage from excessive thinning of the canopy to accommodate overhead utility lines, and several trees also have areas of severe structural damage to the trunks. The Applicant proposes to replace the 10 existing trees with 17 new trees, a minimum of four inches in caliper. The Planning Board is requiring that all perimeter street trees be a minimum of 4½" in caliper.

b. Western Avenue (TS-M/CBD)

A promenade streetscape consisting of 40' width and including preservation of the existing trees at the curb; a second row of street trees 30 feet on-center maximum; an 8' minimum bikeway adjacent to the existing tree panel; 8' minimum brick sidewalk; and double-fixture Washington Globe lights, 60 feet on-center maximum at the curb. An attractive vertical garden wall must be provided along the entire the blank building wall along Western Avenue.

The Western Avenue right-of-way lies within the District of Columbia and all improvements are subject to DC approval. The submitted plans propose a promenade, 40-feet in width. Four of the five existing Willow Oak trees will be preserved. A second row of trees 30-feet on center (or staggered to achieve better design) will be provided. The bikeway and sidewalk have been combined at this location to create a single 15-foot wide pedestrian/bike brick path, consistent with the Western Avenue streetscape of New England Development (Hecht's property). Lighting fixtures along Western Avenue are proposed to be single-fixture Washington globe lights, not double-fixtures envisioned at the time of project plan approval, at the recommendation of the Streetscape Committee. The building facade along Western Avenue has been upgraded and now includes windows and additional building articulation, to provide a more interesting presence along Western Avenue. The landscape along the vertical wall will also ensure an attractive appearance at this location.

c. Wisconsin Circle

Retail Streetscape consisting of a brick sidewalk 20' wide minimum (20 feet within the public right-of-way), a row of street trees at the curb, 30 feet on-center maximum; Washington Globe lights, 60 feet on-center maximum; ground level planting and benches.

The retail streetscape along the north side of Wisconsin Circle will consist of a 20-foot wide brick sidewalk within the public right-of-way, street trees 30 feet on-center, Washington Globe lights 60 feet on-center, ground level planting and benches. The number and location of the benches will be determined during signature set approval.

d. Montgomery Street (TS-M zone)

A Streetscape consisting of 12' minimum width and including a planting strip at the curb with a row of street trees 30 feet on-center maximum and Washington Globe lights, 60 feet on-center maximum; a six foot wide brick sidewalk; and other street furniture. Turning radii must accommodate truck movement. The roadway should be re-stripped to provide two wide curb lanes including Class III bikeway and a center turn lane within the existing roadway.

Subject to the approval of Chevy Chase Village as to proposed improvements within the Montgomery Street right-of-way, streetscape consisting of 12-foot minimum width and including a planting strip at the curb with a row of street trees 30 feet on center maximum and Washington Globe lights, 60 feet on center maximum will be provided along Montgomery Street. A six-foot sidewalk will provide safe pedestrian linkage from the buffer area to the east to the sidewalk along Wisconsin Avenue to the west. Turning radii at Montgomery Street will accommodate truck movement utilizing the street to access the underground service areas within the Project. Montgomery Street will be re-stripped to provide 2 curb lanes including a class-III bikeway and a center turn lane within the existing roadway.

The plans do not indicate the brick crosswalks across the Montgomery Street vehicular. A condition has been included which requires that these crosswalks be added to the plans.

10. Wisconsin Circle Mixed Street

At the time of Site Plan review, the Applicant must provide a Mixed Street on Wisconsin Circle that meets the competing and, in some cases, conflicting needs of pedestrians, buses, taxis, drop-offs and local traffic circulation. The Applicant shall continue to work with staff, the community, WMATA, affected government agencies, and other property owners through the preliminary and site plan process on the design of Wisconsin Circle toward providing a Mixed Street that includes the following:

- a. *Curb activity lane on the north side of the street to accommodate drop-offs and deliveries;*
- b. *Relocation of taxis to the Kiss and Ride area or another convenient location where they can be dispatched by using a centrally located device;*
- c. *A wider median with landscaping and shade trees;*
- d. *Use of high quality special paving and other traffic calming measures within the roadway to slow down traffic and focus pedestrian movement patterns;*
- e. *Specially paved, minimum 25' wide crosswalks at both ends of the circle;*
- f. *A continuously paved sidewalk with street trees along the south side of the street to accommodate safe pedestrian traffic; and*
- g. *A passageway on the north side to provide a walkway and only right-in access to parking for retail users and subject to operational restrictions to prevent office workers from entering.*

Extensive attention has been given to the provision of a mixed street along Wisconsin Circle, with input having been received from the Transportation Subcommittee of the Friendship Heights Multi-Jurisdictional Task Force, which includes the District of Columbia Government, Montgomery County DPW&T, WMATA and M-NCPPC Staff. The primary goal has been to create a street which can accommodate safely and efficiently the sometimes competing and conflicting needs of pedestrians, buses, taxis, drop-offs and local traffic circulation.

A curb activity lane is proposed on the north side of Wisconsin Circle. This lane has been designed to specifically allow drop-offs and will be identified through the use of specialty paving. The details of the paving will be determined prior to approval of the signature set site plan and is subject to DPW&T approval. A curb bump-out at the western edge of the right-in access to the CBD-1 Parcel will act to calm traffic and to further identify the presence of the curb activity lane. To permit sufficient stacking of north-bound vehicles, the curb activity lane must be signed to preclude standing or stopping of vehicles within the curb activity lane during the peak travel hours.

The taxi staging area, currently queueing within the street right-of-way of Wisconsin Circle, will be relocated adjacent to the Kiss and Ride spaces within the Chevy Chase Center parking lot (adjacent to Western Avenue). A separate entrance to the taxi staging area (shared only by service vehicles) will be provided, with five or six parking spaces, and a dispatch system will be developed jointly by the Applicant, the taxi operators, the Friendship Heights TMO and County DPW&T. The Applicant will ensure the capability for this dispatch system in finishing the transit store as prescribed herein.

The median within Wisconsin Circle will be increased in width and will be replanted with large shade trees. A condition has been added which requires that additional elements be added such as a low wall, fence, dense planting, and/or a hard-to-navigate surface treatment be provided in the median to further discourage pedestrian mid-block crossings. The sidewalk on the south side of Wisconsin Circle will also be widened, and will include specially paved crosswalks, a vehicular pull-off area, and sidewalk handicap ramps provided in a further effort to improve the pedestrian environment along Wisconsin Circle. Because of the existence of an underground parking structure which extends into the Wisconsin Circle right-of-way, it is not physically possible to provide street trees on the

south side of Wisconsin Circle. The Applicant has instead proposed the introduction of a series of flag poles and banners to visually enliven and animate the street; the details of which will be provided and approved during signature set approval. In addition, the Applicant has also agreed to provide additional street trees within the median of Wisconsin Avenue between Willard Avenue/Wisconsin Circle and Montgomery Street (provided adequate planting width and depth exists) to offset the inability to provide street trees along the south side of Wisconsin Circle. The exact number, size, and location of these trees will be determined at the time of signature set approval.

Right-in only access to the parking structure is proposed along the north side of Wisconsin Circle. The special pavement of the sidewalk will be extended across the vehicular surface as a signal to drivers that they are crossing a pedestrian zone as they cross the sidewalk to enter the parking garage. The access mechanisms for this entryway into the site will be such as to preclude office workers with monthly parking passes from entering at this location in order to limit the vehicular movements at this particular point of vehicular ingress.

11. Internal Mixed Street

Provide a continuous internal mixed street from Wisconsin Avenue to Western Avenue including the following:

- a. Continuous sidewalk along the stores, 18' wide, with seasonal planting, lighting, and street furniture;*
- b. Continuous row of shade trees along the street at the opposite curb, 30 feet on center with adequate depth of soil, water retentive soil amendments and irrigation to support the trees;*
- c. Specially paved crosswalks;*
- d. Adequate area for grocery pick-up; and*
- e. A Shuttle stop.*

The plans indicate that a continuous 18-foot-wide sidewalk, will be provided in front of the new retail space on the CBD-zoned site. The sidewalk will be brick and the Applicant states that there will also be special areas for seasonal planting, lighting and street furniture. A condition has been added which requires that these elements be added to the plans prior to signature set approval.

Additional shade trees were added to the plans in order to achieve a continuous row of shade trees. Details demonstrating adequate depth of soil, water retentive soil amendments, and irrigation to support the trees, shall be provided as part of the signature set of site plans.

Parcel pickup in front of the grocery store will be specially paved to distinguish it from the remaining vehicular circulation system. The Friendship Heights Village shuttle will have a stop adjacent to the parcel pickup area in front of the grocery store.

12. Public Art

At time of Site Plan review the Applicant must provide a public art program that weaves through all the public spaces of the project and is incorporated into the overall design. The artwork

shall be designed and located as an integral part of the development and present a cohesive theme to enhance the public places and enrich the pedestrian experience. Artwork may include features such as sculptures, water fountains, special paving, murals, and planters incorporated in open spaces and buildings throughout the site.

The Applicant embarked upon an extensive search for a public artist to provide public art within the CBD-1 Parcel worthy of its location. While the public art condition is for the CBD-1 Parcel only (through optional method development approval), the Applicant has interwoven the public art throughout the site in order to enrich the project. The major focus of the art is located within the two small urban plazas known as the Johnston and Farr Parks. The Public Arts Committee reviewed and approved the public art for this project on May 11, 2001.

13. Kiss and Ride

At the time of Site Plan review, the design and location of the Kiss and Ride lot must address the following:

- a. A 10 ft parking setback along Western Avenue to include an outdoor waiting area with benches, attractive shelter, and bike racks;*
- b. Parking for 5-6 taxis within the lot or another convenient location; and*
- c. Locating approximately 20 Kiss and Ride spaces on Western Avenue and the remaining 10 Kiss and Ride spaces on the terrace level (el. +325).*

The 30 Kiss and Ride spaces required to be provided within the overall property will be provided in two locations: 20 spaces will be provided adjacent to the food store with easy access to Western Avenue; and 10 spaces will be provided within the surface parking lot across from Clydes. Adjacent to the Western Avenue Kiss and Ride spaces will be a covered shelter, with seating, and bike racks. A staging area for six taxis will be located on-site, but outside of the parking facility, in order to provide easy dispatch.

14. Western Avenue Access and Circulation

At the time of Site Plan review, the Applicant must revise the access and circulation at the Western Avenue end of the parking to address the following:

- a. Include a truck maneuvering zone for the grocery store loading area outside the parking and Kiss-and Ride circulation area; and*
- b. Provide a signalized exit from the parking lot at Western Avenue, preferably through consolidation with the entrance, subject to the District's approval*

The grocery store loading area will be entirely within an enclosed structure and will have separate access to Western Avenue (shared only with taxis). A pedestrian routing system around the loading area will eliminate conflict between pedestrians and service vehicles by providing a safe, well-identified pedestrian alternative to crossing the service area. Subject to approval by the D.C. Government, primary ingress and egress to and from the site to Western Avenue will be consolidated to a single point of access along the eastern edge of the property, which access point will be controlled and signalized.

15. Maintenance and Promotion

At the time of Site Plan review, the Applicant must include the following programs:

- a. *A maintenance, management, and security program for all on-site and off-site amenity areas;*
- b. *A commitment to an activity program for Johnston Park; and*
- c. *Participation in a Friendship Heights maintenance and programming organization, should such an organization be created.*

A condition has been included requiring the Applicant to submit a plan for the maintenance, management and security for all on-site and off-site amenity areas. The Applicant has agreed to participate in a Friendship Heights maintenance and programming organization, should such an organization be created. The Applicant will work with the Board's Planning Staff to identify and secure the responsibilities for maintenance of elements within the public right-of-way by signature set site plan.

The following statement was provided by the Applicant regarding their proposal for an activity program for the site:

As it has for the last 45 years, the Land Company will continue to sponsor community-oriented events in the public areas of Chevy Chase Center. Three of the most popular events that will be continued include:

- The Annual Art Fair, in its 45th year, typically held over two days near Mother's Day. For the last several years, the Art Fair has displayed hundreds of pieces of artwork from area elementary schools including North Chevy Chase Elementary, Somerset and Blessed Sacrament. The art is judged by a professional artist, most recently from Strathmore Hall, and prizes are awarded to the participants, as well as to the art teachers and their programs at each school.
- Another annual event is the Chevy Chase Center Health and Public Safety Fair, now in its 11th year. At this event, between eighteen and twenty-four local health care providers and public safety organizations set up informational and demonstration booths; services are usually intended to target the more elderly population of Friendship Heights. Over the years, a few providers have had to begin charging for cholesterol tests and flu shots, but most booths are free. AARP and The Gray Panthers are two providers who have participated with the Land Company in this event for more than 10 years.
- The Land Company will host a winter holiday event. The winter holiday event designates a local charity to receive fundraising proceeds. This most recent December, the Land Company "Stuffed-A-Truck" with food for the Capital Area Food Bank, and sponsored daily holiday carolers to stroll Chevy Chase Center, raising money and over 100 lbs. of food for the Food Bank, which was augmented by a matching donation from the Land Company.

In addition to these traditional events, the Applicant has drafted a proposed events schedule for the Chevy Chase Center as follows:

- A St. Patrick's Day Irish Festival to be held on the Saturday closest to St. Patrick's Day with bagpipers, Irish Food and clog dancers.
- Throughout spring and summer, the Land Company proposes to host a series of brown-bag lunch events in the park. The first, "Third Thursday Brown Bag Lunch with Live Folk Music", would be held in April. In May there would be a "Third Thursday Brown Bag Lunch New Orleans Style", with a small Zydeco Band. June's "Third Thursday Brown Bag Lunch Caribbean Style" would include a steel drum band. In July the theme would be a "Third Thursday Brown Bag Lunch with a Jazz Trio, and August's would be an Improv Troupe. Lastly, there would be the "Third Thursday Brown Bag Lunch with Shakespeare in the Park" for the theme in September.
- A second regularly scheduled activity proposed is a Sunday Swing Day throughout the warmer months of the year. The Land Company would rent a stage and hire a swing band as well as several professional dance instructors and hold this event on the first Sunday of each month, April thru September.
- In October, the Land Company would hold the Chevy Chase Center Health and Safety Fair as described above. The activity schedule for late November thru mid-December would include the regular Holiday promotions and events. All of these activities will be advertised through the Center's quarterly coupon books or whatever direct mail advertising the Chevy Chase Center will be undertaking after the redevelopment, as well as through the weekly local newspapers, just as the Land Company currently promotes its events.

The Planning Board finds that these events demonstrate the required commitment to an activity program, and the Applicant's proposal satisfies the Project Plan condition.

16. Road Rights-of-Way

The proposed development shall provide the road rights-of-way required by the Friendship Heights Sector Plan as shown in the revised Project Plan:

- a. *Maintain 60 feet from the centerline of Western Avenue to provide for a total of 120 feet of right-of-way;*
- b. *Provide approximately 9 feet of additional right-of-way on Wisconsin Circle to accommodate the 20 foot public sidewalk measured from the existing curb;*
- c. *Maintain 30 feet from the centerline of Montgomery Street to provide for a total of 60 feet of right-of-way, and*
- d. *Maintain a minimum of 60 feet from the centerline of Wisconsin Avenue to provide for a minimum 120 feet of right-of-way and including 20 foot public sidewalk measured from the*

existing curb (this may need to be a variable width right-of-way in recognition of the existing Clyde's).

Rights-of-way have been provided as required by the Friendship Heights Sector Plan. Dedication of required right-of-way has been addressed in the Preliminary Plan.

17. Road Improvements

The Applicant shall provide the following road improvements:

- a. *To satisfy Local Area Transportation Review (LATR), participate at 20% share with the developers of Friendship Place (Hecht's site: PP 1-99030) and Friendship Commons (GEICO site: PP 1-99039) in funding the cost of (1) striping separate left-turn lanes along eastbound and westbound Western Avenue at River Road, (2) if necessary or required by the District of Columbia, increasing the curb radius in the southeast corner of the intersection from 15 feet to 20 to 30 feet in accordance with plans approved by the District of Columbia Department of Public Works. Include a sidewalk within the existing road right-of-way; and (3) changing the traffic signal phasing to provide concurrent signal phasing along Western Avenue. Implementation of this condition shall be accomplished prior to issuance of occupancy permits for any of the three developments with funding provided by all Applicants at the time the improvement is constructed.*

The Applicant will participate in this improvement project as part of its Preliminary Plan approval.

- b. *To satisfy LATR, participate equally with the developers of Friendship Place and Friendship Commons in a project to improve the intersection of Friendship Boulevard/Jenifer Street and Western Avenue to (1) restripe Friendship Boulevard approaching Western Avenue within the existing curbs, and (2) modify the signal phasing to provide split phasing for Friendship Boulevard and Jenifer Street. Implementation of this condition shall be accomplished before issuance of occupancy permits for any of the three developments, with funding provided by all Applicants at the time the improvement is constructed.*

The Applicant will participate in this improvement project as part of its Preliminary Plan approval.

- c. *To satisfy LATR, participate at 20% share with the developers of Friendship Place and Friendship Commons in funding the cost of (1) adding additional right-turn lanes within the existing right-of-way on northbound and southbound River Road at Little Falls Parkway at the time of issuance of the initial occupancy permit for any of the development; (2) conducting a traffic study when the development levels referred to below are reached to determine the need for improvements to Little Falls Parkway, specifically, to widen Little Falls Parkway at the intersection by one lane on the south side within the existing right-of-way to accommodate left turn lanes on both approaches to River Road as determined by the Maryland State Highway Administration (SHA) and M-NCPPC; and (3) constructing the improvements to Little Falls Parkway, if warranted by the traffic study and approved by SHA and M-NCPPC, at the time that total occupancy of the three developments (e.g. Friendship Place, Friendship Commons and Chevy Chase Center) in Friendship Heights reaches*

either 600,000 sq. ft. of office or 350,000 square feet of retail, over and above what already exists on the sites as of the date of this memorandum.

The Applicant will participate in this improvement project as part of its Preliminary Plan approval.

- d. *Restripe the westbound Montgomery Street approach at Wisconsin Avenue (MD 355) to provide one left-turn lane and one left/through/right lane. The roadway configuration must consist of two wide curb lanes that include a Class III bikeway and a center turn lane.*

The Applicant will participate in this improvement project as part of its Preliminary Plan approval.

- e. *Continue to work with staff, developers of the Hecht's site and affected government agencies through the preliminary and site plan process on safety improvements to Wisconsin Avenue between Western Avenue and Willard Avenue/Wisconsin Circle to enhance pedestrian safety and provide for an enhanced level of streetscape.*

The Applicant has taken a lead role in providing Staff, the Montgomery County DPW&T and the District of Columbia Government with information necessary to identify safety improvements desired at Wisconsin Avenue between Western Avenue and Willard Avenue/Wisconsin Circle to enhance pedestrian safety and to provide for an enhanced level of streetscape. The Applicant is committed to providing safety improvements along the east side of Wisconsin Avenue at its intersection with Western Avenue to permit the other safety improvements to be made by others (including a wider median and improvements along the west side of Wisconsin Avenue).

18. Access to Parking

Access to the proposed development shall be from one right-in/right-out driveway on MD 355, two driveways on Montgomery Street, one or two driveways on Western Avenue, and one driveway (right-in only) on Wisconsin Circle.

Vehicular access to the Property, subject to the approval of the appropriate governmental agencies, will be provided by one right-in/right-out driveway on Wisconsin Avenue, one driveway on Montgomery Street, two driveways on Western Avenue (one restricted to service vehicles and taxis only) and one right-in only driveway on Wisconsin Circle.

The Planning Board finds that the proposed access to the site is adequate, safe and efficient.

19. Transportation Management

The Friendship Heights Sector Plan recommends that a Transportation Management District (TMD) be formed for the Friendship Heights Sector Plan area. The objectives of the TMD are to increase the number of employees who do not drive to work from the existing 34 percent to 39 percent and to encourage maximum use of alternatives to driving to work alone; improve access to the Metro station from the surrounding neighborhoods; and monitor

transportation conditions. The district would be administered by a Transportation Management Organization (TMO). The Sector Plan recommends that membership in the TMO be mandatory for new development and voluntary for existing development, including office employers and retail merchants.

The Applicant shall enter into a Traffic Mitigation Agreement with The Maryland-National Capital Park and Planning Commission (M-NCPPC) and the Montgomery County Department of Public Works and Transportation (DPWT). The Traffic Mitigation Agreement shall be included in the Site Plan Enforcement Agreement for the proposed development and include management strategies such as:

- a. Offer employees a transit/vanpools allowance of at least \$5 a month per employee;
- b. Establish a "Donor Day" incentive program;
- c. Provide employee access to ride-matching and emergency ride home programs;
- d. Designate preferential car pool parking spaces;
- e. Appoint a transportation coordinator to assist employees in exercising commuting options and to provide for coordination and trip reduction monitoring with the Friendship Heights Transportation Management Organization; and
- f. Devise a technique to avoid the use of retail parking spaces by employees during peak traffic hours.

Prior to the issuance of any occupancy permit for the proposed development, the Applicant shall agree to:

- a. Participate in the Friendship Heights Transportation Management Organization (TMO) and;
- b. Pay to the County the transportation management fee required by the Transportation Management District legislation to support the TMD, regardless of whether the development included in the approved Site Plan is considered new or existing development by the TMD legislation.

In the event that the Friendship Heights TMO is not established, to fund the operation of traffic mitigation activities at the Chevy Chase Center site in addition to those listed above, the Applicant shall: 1) support the Barlow Center Transportation Management Organization which is required by Site Plan No 8-95031, or 2) participate in the interim transportation management program organized by Montgomery County for Friendship Heights, whichever is in effect.

The Applicant will participate in the TMO that will administer the recently established Friendship Heights TMD and agrees to pay the required transportation management fee to support the TMD. The Applicant will include a Traffic Mitigation Agreement for the proposed development which will include the above listed transportation management strategies.

20. Parking

Office parking must be limited to the two lowest levels. The number of parking spaces for the combined project must not exceed 1,373 spaces, which reflect a ratio of 2.8/1,000 spaces for office use, 15% credit for retail and restaurant uses, and discounts for mixed uses.

The Applicant agrees to limit the office parking to the lower levels of the parking garage. The number of parking spaces for the combined project is 1,373 spaces (not including the 30 spaces designated for Kiss & Ride and thus not serving the Project), which reflect a ratio of 2.8/1,000 spaces for office use, 15% credit for retail and restaurant uses, and discounts for mixed uses.

21. Storm Water Management

The Storm Water Management concept shall be reviewed at the combined preliminary plan and approved by the Department of Permitting Services (DPS). The Applicant shall maximize on-site controls, consistent with approved projects in Friendship Heights.

The storm water management concept for the combined Preliminary Plan, 1-99083, has been approved by DPS.

22. Phasing of Public Amenity Features

The proposed public amenities features shall be completed in the following phases that coincide with the development phases proposed by the Applicant except for the improvements to the Greenway Buffer (described above) which must be provided prior to the commencement of any construction activities on the site, unless weather conditions prevent the construction of the Greenway Buffer:

Phase IA - Landscaping of the parking lot.

Phase IB - Farr Park and TS-M area perimeter streetscape;

Phase II - Western Avenue streetscape and waiting area;

Phase III - Johnston Park, Transit Store, Wisconsin Circle, and all associated streetscape.

The final phasing plan shall be provided at site plan.

The following statement is the Applicant's proposal for phasing:

Phasing of the Project has changed since Project Plan approval, in part because of the complications of having separate zoning processes (and appeals) and in part due to a better understanding of the site and the construction details for redeveloping the site. The buffer area shall be provided in the initial phase of development and completed prior to any demolition, excavation, or construction on any portion of the TS-M or CBD-1 Parcels (excepting only weather-dependent features which must be provided as soon as weather permits and elements which would be disturbed or damaged in later phases of development on the subject property). The remainder of the site will be constructed in a single phase, with building sequencing to be determined at the time of building permit. The William Sharon Farr, Sr. Park, and adjacent internal parking lot green areas and walkways (including a pedestrian pathway providing linkage from the buffer area entrance near Montgomery Street to Metro), and adjacent external TS-M area perimeter streetscapes shall be constructed concurrently with the two commercial buildings on Wisconsin Avenue and as practical given the sequencing of construction.

Construction of the Francis N. Johnston Park and the garden area north of the internal mixed-use street will be completed concurrently with the construction of improvements on the CBD-1 Parcel. All planting/open space areas adjacent to internal roads shall be completed as the internal road elevations are completed to final grade. Prior to completion of final grade, such planting/open space areas shall be completed on an interim basis with shrubs, grass and other planting materials.

The Planning Board finds that the Applicant's proposed phasing schedule is acceptable.

II. Binding Elements of TS-M Zone and Development Plan Approval⁵

1. Development of the TS-M zoned property is limited to 112,000 square feet.

The development of the TS-M Parcel is limited to 112,000 square feet.

2. William Sharon Farr Park. *The Applicant must provide an urban park of at least 9,000 square feet on Wisconsin Avenue between the two commercial buildings. Final design of the park shall be addressed at the time of site plan review. The design must include:*

- a. High quality paving and lighting;*
- b. Trees and other shade producing features;*
- c. Tables and chairs and other seating;*
- d. A water feature or other elements to mitigate traffic noise;*
- e. Other artwork; and*
- f. Retail entrances facing the public space to the extent practical.*

William Sharon Farr Park has been designed as a quiet respite from the bustle of Wisconsin Avenue. It is comprised of 9,000 square feet and incorporates public art elements and high quality paving and lighting, shade trees, tables and chairs and other seating, and a central water feature designed to mitigate noise from the traffic on Wisconsin Avenue. The entrance to the Park from Wisconsin Avenue is flanked by two vertical architectural expressions, primarily of glass. The back edge of the Park contains an 8' high precast concrete wall with random openings and planted with climbing vines. Natural light will filter through the openings while the plantings are intended to soften the space.

The Park will utilize similar materials to those in Johnston Park. The paving in this Park will also be limestone and flagstone or slate, with a pattern similar to Johnston Park. The water feature is centrally located and incorporates a stone sculpture as a focal point.

3. Greenway Buffer. *The applicant must provide improvements to the greenway buffer between the existing retaining wall at the rear of the subject property and the residential neighborhood to the east and between the paved surfaces of Grove and Belmont Streets, all as shown on the Revised Development Plan (including the enlarged green area shown at the entrance to the buffer area from Montgomery Street). The buffer will be provided in accordance with the phasing schedule set forth in Paragraph 8 below. Prior to receiving site plan approval, the applicant and the Chevy*

⁵ In this section, only those binding elements that do not overlap the conditions of approval of the Project Plan are expressly addressed.

Chase Village shall execute and record among the Land Records of Montgomery County a Reciprocal Easement and Maintenance Agreement which will provide for perpetual rights of ingress and egress to and from the buffer area and for perpetual maintenance. This Agreement shall incorporate the following terms:

- a. *the Applicant will be responsible at its sole expense to construct the buffer plan in accordance with the Revised Development Plan, including the following:*

i. *Planting Placement*

(A) *The planting plan is intended to maximize visual and acoustical screening and to create focal points from strategic viewing points, which include the entry point into the buffer at the end of each adjacent street;*

(B) *On the Village side of the fence, the planting material should emphasize shade canopy and understory trees, using native species especially those that offer a "bird friendly" habitat, to the extent consistent with their screening characteristics;*

(C) *Understory trees should be selected and located to provide maximum mid-height screening between the top of the fence and the lower branches of the shade trees;*

(D) *On the Land Company side of the fence, evergreen trees should be included at strategic points to provide maximum blockage of the view of the office building from the homes at the end of Grove Street adjacent to the buffer; and*

(E) *Existing shade trees should be retained unless dead or diseased.*

ii. *Planting Materials*

(A) *All shade trees should have a 3-inch minimum caliper measurement; and*

(B) *Evergreen trees planted for maximal view obstruction on the Land Company side of the fence should be of significant specimen size.*

iii. *Planting Requirements*

(A) *A "gaiter" should be provided for each tree planted to facilitate watering;*

(B) *The path should be constructed to Village standards for materials and setting bed type/depth;*

(C) *The path should have a "Y" or "triangular" pattern at the end of Montgomery Street to connect with (1) the path going north towards Baltimore Street, (2) the path going south towards Center Street, and (3) the new path going west towards the exit into the Land Company parking lot at Montgomery Street;*

(D) *After entering the Land Company property, the path should continue south towards Metro, but should also connect with the sidewalk area along*

Montgomery Street, continuing the special paving across the vehicular entrance/exit; and

(E) The improved path is to extend from the existing paved surface of Grove Street to the existing paved surface of Belmont Street.

iv. Lighting

(A) Washington Globe lights should be installed in the buffer between the paved end of Grove Street and the paved end of Belmont Street, sixty (60) feet on center maximum, positioned to maximize lighting near the exit/entrance to the Land Company property; and

(B) All lighting fixtures should be designed, shielded, located and installed so that the light that they radiate will not extend above the light source, will remain within the confines of the buffer area, and will have maximum visual impact on residences adjacent to the buffer area.

v. Drainage

(A) Measures to improve drainage within the buffer area should be taken, which measures were detailed in rough form in the Land Company's civil engineer's plan previously provided to the Village;

(B) Water drainage into the area of the buffer at the end of Montgomery Street is to be routed north through sub-surface pipe to the existing catch basin on Belmont Street; and

(C) Such drainage improvements should be installed prior to any planting or paving within the buffer.

vi. Fence Within the Buffer Area

(A) The fence should follow the design on the design plan to be delivered today. Boards are to be 2 x 6 cedar, tongue-in-groove to the Village side of the fence. The beam at grade shall allow no gap at the underside;

(B) It should be finished on both faces, but if not, the "good" side should face the Village; and

(C) The fence should maintain a constant 6-foot height in relation to the path, with the alignment shown on the design plan to be verified in the field prior to construction.

vii. Masonry Wall at Buffer Entrance

(A) The wall should be 8 feet high and have a serpentine configuration to allow for effective planting arrangements on both sides; and

(B) The wall should address the connection with the 5-foot high Saks wall at its north end and the 8-foot high wrought iron fence at its south end, with an attractive design to modulate the height differential.

viii. Wrought Iron Fence

(A) The fence should be 8 feet high, and should end approximately 1 foot away from the edge of the pedestrian path, leaving an opening of approximately 7 feet;
and

(B) The piers flanking the path should also be wrought iron, and should feature open work for maximum visibility.

- b. the Applicant will warrant all improvements in the buffer for a period of two (2) years (or such additional warranty periods as may be provided by the suppliers), provided that Chevy Chase Village must provide watering of all vegetation at least five (5) times per year during the warranty period;
- c. Chevy Chase Village shall be responsible for providing maintenance within the buffer area east of the fence to be constructed in accordance with the design shown on this Revised Development Plan; the applicant shall be responsible for providing routine maintenance within the buffer area west of such fence;
- d. the Applicant shall be required to pay to Chevy Chase Village an annual amount of Fifteen Thousand Dollars (\$15,000.00) towards maintenance, repair and replacement of improvements and landscape within the buffer area, a portion of which can be applied toward capital reserves for future buffer improvements and other long-range maintenance items. The annual amount shall be paid on July 1st of each year following completion of the buffer improvements (the initial payment shall be made upon completion of the improvements and pro rated to June 30), with said amount being adjusted for inflation by reference to the Consumer Price Index (CPI) based on the July 1, 2000 CPI. All money paid to the Village by the applicant for the buffer area shall be maintained in a segregated account and may only be utilized for purposes of maintaining, repairing or replacing buffer improvements. The applicant shall have access to public records regarding this account. Additionally, should the fence be damaged by force majeure, the Applicant will pay to have the fence restored;
- e. reciprocal easements to effectuate in perpetuity the respective obligations of the parties; and
- f. indemnities protecting Chevy Chase Village during construction activity by the applicant and protecting the applicant following improvement of the buffer area.

In the event it is necessary to replace the existing retaining wall or the wall is materially damaged, the applicant shall immediately notify Chevy Chase Village regarding timing,

materials and technique for reconstruction, stabilize the area and then promptly erect a similar wall no closer to Chevy Chase Village than currently exists. In the event that any improvements or landscape within the buffer area are disturbed in the process of replacing or repairing the retaining wall, restoration of the damaged improvements or landscape shall be made by the applicant promptly.

The extensive details provided in this binding element are a result of negotiations between Chevy Chase Village and the Applicant. The buffer area shown in the site plan submission incorporates all of these design specifications. A Reciprocal Easement and Maintenance Agreement setting forth the terms herein has been submitted to Chevy Chase Village for execution, and upon receipt of the executed agreement it will be recorded among the Land Records by the Applicant. Evidence of the recorded document will be provided prior to signature set site plan approval.

4. **Western Avenue Service Area.** *The Applicant must separate the loading area servicing the Western Avenue retail from the parking areas within the parking facility, including well-defined pedestrian routing to encourage separate pedestrian movement from truck maneuvering movements, as shown on the Revised Development Plan. Final design shall be at the time of site plan review and will require approval of access permits by the District of Columbia. In the event the District of Columbia will not approve access as shown on the Revised Development Plan, the applicant will accomplish the goals set forth above in a manner consistent with the Optional Western Avenue Service Area Plan (a reduced version of which is depicted on this Revised Development Plan). The applicant will include in the leases of all tenants of the retail and office facilities on both the CBD and TS-M parcels an express requirement that such tenants use only the designated Western Avenue grade-level area within the grocery store structure or the underground area accessible by the truck ramp from Montgomery Street for deliveries and other service to their facilities.*

The service area at this location has been isolated from the remainder of the site activity (other than shared use of the access to Western Avenue with taxis) in order to further enhance pedestrian and vehicular safety. All service activity will be within the enclosed structure at that location. The pedestrian routing system has been improved to provide an 8-foot wide sidewalk opposite the loading area and a row of trees on each side of the sidewalk to further encourage pedestrians to avoid cutting through the service area. The shelter adjacent to the Kiss-and-Ride is further designed to remove the pedestrian from the service area. Staff is recommending several additional enhancements be made to the loading area of the site including the provision of a masonry wall and additional planting.

5. **Taxis.** *The Applicant must provide a staging area for at least 5 taxis on site (or on the CBD-1 zoned parcel).*

The Applicant has provided a staging area for five or six taxis within the TS-M Parcel, adjacent to the Kiss-and-Ride lot. Taxis will use the restricted access to Western Avenue (restricted to taxis and service vehicles only) for ingress and will egress at the signal-controlled consolidated point of access along the eastern edge of the property.

6. **Stormwater Management.** *The Applicant shall provide full on-site stormwater management for the TS-M zoned parcel, both quantity and quality.*

The Applicant is providing full on-site stormwater management, both quantity and quality, for the TS-M zone parcel. Stormwater management concept approval has been approved by the Montgomery County Department of Permitting Services as part of the Preliminary Plan application.

7. **Building Width and Height.** *The northern building width along Wisconsin Avenue shall be no greater than 90 feet and its height shall be no greater than two-stories. The southern building width along Wisconsin Avenue shall be no greater than 120 feet and its height shall be no greater than three stories.*

The northern building along Wisconsin Avenue is no greater than 90 feet in width, and it is a 2-story structure. The southern building along Wisconsin Avenue is no greater than 120 feet in width, and it is a 3-story structure.

8. **Screening of Service Ramp at Montgomery Street.** *The Applicant shall provide a tapered, permanent masonry wall measuring six (6) feet from the service ramp elevation with a row of shade trees and other plantings to provide further visual and acoustical screening of the services ramp from Chevy Chase Village, the final design of which shall be approved by the Planning Board at the time of site plan review.*

The Applicant has provided a tapered, permanent wall measuring six feet from the service ramp elevation in accordance with the requirements of this binding element.

9. **Parking Lot.** *The Applicant must provide extensive planting of shade trees throughout its parking lot area, generally as shown on the Revised Development Plan. The minimum number of trees to be provided on the TS-M zoned parking lot areas and the CBD-1 zoned property shall be approximately double the number of existing trees that are removed during excavation and construction, each new tree to have a minimum 3-inch caliper at the time of planting. These new trees shall be in addition to the street trees required to be provided or preserved along Western Avenue, Wisconsin Avenue, Montgomery Street, Wisconsin Circle, or within the green buffer area. These new trees shall be planted in trenched areas in depths and with soil enhancements and irrigation or other watering systems that are sufficient to allow maximum growth. Commercially reasonable efforts (as defined above) shall be made to preserve the existing elm trees along Wisconsin Avenue, depending on the existing health of the trees and the ability to protect same during periods of construction (including the undergrounding of utilities within public-rights-of-way). Commercially reasonable efforts (as defined above) shall also be made to preserve two exiting magnolia trees located adjacent to the southern portion of the existing retaining wall. [E]lements of the parking lot planting plan [as detailed in 9 a-b, below, also] shall be provided:*

More than double the number of existing trees that will be removed during excavation and construction on the TS-M Parcel and the CBD-1 Parcel will be replanted within the parking lot. New trees will be planted with a minimum 3-inch caliper at the time of planting. These trees are in addition to the street trees required as part of the streetscape treatment of Western Avenue, Wisconsin Avenue, Montgomery Street and Wisconsin Circle, and are an addition to the extensive plantings within the green buffer area to the east. The new trees will be planting in trenched areas

in depths and with soil enhancement and irrigation or other watering systems that are sufficient to allow maximum growth, all as set forth in the details provided with the landscape plans with the site plan. The Staff arborist assessed the condition of the existing trees along Wisconsin Avenue and concluded that the trees have been severely compromised due to extensive trimming of the canopy for overhead utility lines, appear weak and several also exhibit structural damage to the trunks. The staff arborist concludes that the trees will not likely survive the impact of undergrounding the utilities and the nearby parking construction. The Applicant will replant the street trees and has agreed to preserve the two existing magnolia trees located adjacent to the southern portion of the existing retaining wall.

- a. *On the CBD-1 and TS-M parcels, the parking lot shall include landscaped area between the internal mixed street and the parking terrace consisting of approximately 13,000 square feet minimum and including shade trees, seasonal planting, grass seating and a garden focal point such as a gazebo. This area must have strong visual and physical links to Johnston Park and Farr Park;*

A landscaped area, of 13,118 square feet, located between the internal mixed street and the parking terrace will include shade trees, seasonal plantings, seating opportunities and a large specimen tree which will serve as a focal point of the garden area. The garden plaza will provide a strong link between Farr Park and Johnston Park, with the integration of landscape planting and public art intended to link the public amenities areas.

- b. *A continuous green area approximately 60 feet from the existing retaining wall as shown on the Revised Development Plan;*

A continuous green area of approximately 60 feet from the existing retaining wall is provided.

- c. *Specially paved 5-foot wide pedestrian paths through the parking lot (raised where not crossing drive aisles) linking the Montgomery Street entrance to the buffer area to other on-site landscape features as well as to the walkway through the CBD-1 parcel to the Metro station;*

The pedestrian circulation system within the parking lot is well identified through special paving and in all areas there is a minimum of 5 feet, in most areas greater, to allow for safe pedestrian passage.

- d. *An enlarged green space at the Montgomery Street entrance to the buffer as shown on the Revised Development Plan, to be further set forth in the agreement between the applicant and Chevy Chase Village described in paragraph 3 above;*

An enlarged green space has been provided at the Montgomery Street entrance to the buffer.

- e. *Permanent wall and green shade tree area to provide acoustical and visual screening of the truck ramp as shown the Revised Development Plan;*

This has been provided.

- f. *Continuous sidewalk along the eastern frontage of the retail buildings, with seasonal plantings, lighting and street furniture, as shown on the Revised Development Plan; and*

A continuous sidewalk has been provided along the eastern frontage of the retail buildings with plantings, lighting, and street furniture.

10. **Parking.** *Parking for the retail development on the TS-M parcel shall utilize all available discounts for property within a Metro policy area. Upper levels of parking shall be available for retail uses, while office parking shall be at the lower levels of the parking structure.*

All available discounts for parking within the Metro areas have been used in conjunction with development on the TS-M Parcel. The Applicant will use traffic control mechanisms to restrict office parking to the lower levels of the parking structure, so as to preserve the surface and upper level parking for retail users. The Applicant intends to regulate parking on the site to ensure that parking demands generated by the tenants of the property are accommodated.

11. **Outdoor Entertainment Activities.** *The applicant shall ensure that activities conducted on the subject property will be in conformance with the standards of the County's Noise Ordinance and will be conducted in a manner that is compatible with the adjacent residential neighborhoods, and is safe, efficient and attractive.*

This condition is included as a condition of site plan approval.

12. **Site Plan Enforcement Agreement**

In accordance with Section 59-D-3.3 of Zoning Ordinance, the Applicant shall enter into a site plan enforcement agreement with the Planning Board which includes language insuring that parking lot restrictions pertaining to proper use of Kiss & Ride spaces only by Metro users and the use of other parking spaces by customers of on-site retail businesses, tenants or visitors of on-site offices will be strictly enforced.

A Site Plan Enforcement Agreement will be executed at the time of signature site plan.

13. **Wisconsin Avenue/Bradley Boulevard/Bradley Lane**

The Applicant, at the time of preliminary plan of subdivision, shall work with Maryland State Highway Administration, M-NCPPC and Montgomery County DPW&T to analyze optimal traffic flow and signal phasing operations of the intersection of Wisconsin Avenue and Bradley Boulevard/Bradley Lane to address future traffic conditions, including site generated traffic, and the Applicant shall construct improvements to the Wisconsin Avenue median to facilitate left turning vehicles from northbound Wisconsin Avenue to westbound Bradley Boulevard as may be deemed necessary and appropriate by Maryland State Highway Administration for optimal traffic operations considering existing, background and site generated traffic.

The Applicant is working with Maryland State Highway Administration, M-NCPPC and Montgomery County DPW&T to finalize improvements necessary at this intersection to provide optimal traffic flow and signal phasing operations. These improvements, approved in concept by the reviewing authorities, will be finally designed, permitted and bonded prior to record plat approval.

B. Conformance with the Sector Plan

1. Generally

The Plan proposes redevelopment on portions of the GEICO, Hecht's and Chevy Chase Land Company parking lots that will knit the different districts together and protect the integrity of the surrounding neighborhoods by providing compatible transition land uses, more effective buffers, and usable open space

The Plan concept is to enhance the Wisconsin Avenue corridor as a mixed-use Town Center by redeveloping and creating new amenities on the Hecht's and Chevy Chase Land Company sites. The Metro Core, the area around the Metro station, is proposed as the main hub of activity in the Town Center, with pedestrian entrances to the underground station featured prominently at the Wisconsin-Western Avenue intersection. The Plan envisions Wisconsin Avenue as a tree-lined boulevard with generous sidewalks and new street furnishings. Proposed new low-rise commercial buildings on the east side will complement the existing high-rise buildings on the west side to create a well defined building line along the boulevard. Ground-floor retail, with shop entrances and display windows, will add pedestrian interest.

Cafes, fountains, seating, and programmed events at . . . urban parks proposed for the Chevy Chase Land Company site will all serve to enliven the Town Center . . . Greenways are . . . recommended as a transition from . . . Chevy Chase Village to the urban area An efficient pedestrian and bicycle circulation system is a key feature of the Plan, providing direct links to all major destinations. The south side of Willard Avenue and the north side of Western Avenue are recommended to be green promenades, with several rows of trees, special paving and lighting, and street furnishings

The Site Plan provides redevelopment of the Chevy Chase Land Company parking lot and existing Chevy Chase Center to enhance the Town Center envisioned by the Sector Plan. The entrance to the new office building, Johnston Park next to Clyde's Restaurant, outdoor dining and neighborhood shopping will reinforce the Metro Core as the main hub of activity in the Town Center. The two new low-rise structures facing Wisconsin Avenue to the north will define the built edge of the boulevard; upscale shops and cafes, activities in Farr Park between the two buildings, and expanded streetscape will enliven the Town Center and enhance the pedestrian experience. On Western Avenue, the project will provide the pedestrian and bicycle paths and streetscape features that will create the promenade proposed in the Sector Plan. The Site Plan generally conforms, through these redevelopment features, with the goals of the Sector Plan.

a. Conformance of Chevy Chase Center (Sector Plan Parcel 10B, Zoned CBD-1) to the Sector Plan

a. Land Use, Density, and Zoning

Encourage better use of the property, given its proximity to Metro.

Expand the CBD-1 Zone for the Chevy Chase Center from 73,156 square feet to approximately 150,000 square feet by extending the arc of the zoning line to the north and east.

The Sectional Map Amendment extended the CBD-1 Zone as recommended in the Sector Plan.

Retain community retail, including a grocery store.

Apply the Neighborhood Retail Preservation Overlay Zone to the Chevy Chase Center to retain, on the ground floor, a grocery store and a mix of neighborhood-serving retail uses similar to the existing uses.

The Sectional Map Amendment applied the Neighborhood Retail Preservation Overlay Zone. The Overlay Zone includes a list of retail uses and sizes that are permitted on the ground-floor level. These include a grocery store and a drug store.

Provide a limited amount of additional office use next to Metro by encouraging redevelopment of part of the existing Chevy Chase Center using the optional method of development.

Allow a maximum of 300,000 square feet of total development (approximately 65,000 square feet of neighborhood retail space, generally on the ground floor, and 235,000 square feet of office space). This limit includes any existing structure that is not redeveloped.

The Site Plan proposes a total of 300,000 square feet: 208,628 square feet of office development, 8,992 square feet of restaurant use (the existing Clyde's) and 82,380 square feet of neighborhood retail space on two ground-floor levels: one with access from Wisconsin Circle, the other with access from the internal street. The increase in the amount of neighborhood retail amply conforms to the Sector Plan objective to retain community retail.

b. Height and Location of Buildings and Uses

Site any new development in the general location of the existing development.

The development proposed in the Site Plan is generally on the footprint of the existing Chevy Chase Center. It expands the footprint at the eastern end to accommodate the grocery store, as recommended in the Design Guidelines.

Protect the adjacent residential neighborhood from intrusive views and commercial activities and consider the neighborhood in the design and height of all structures.

Step buildings down from a maximum of nine stories in the center (on Wisconsin Circle) to no more than five stories on Wisconsin Avenue and four stories along Western Avenue.

The proposed development includes a building of eight stories in the center, stepping down to two stories on Western Avenue. A false floor will be added to the existing one-story Clyde's Restaurant to create a two-story effect.

Orient the buildings to achieve maximum compatibility with, and distance from, the existing residential community to the northeast while also achieving efficiency and safety.

By locating the eight-story structure in the center of the building envelope, within the viewshed of the existing 13-story Chevy Chase Metro Building, the new structure achieves maximum compatibility with Chevy Chase Village.

c. Neighborhood retail including grocery store

Provide neighborhood retail uses on the ground floor, in accordance with the Neighborhood Retail Preservation Overlay Zone.

As required by the Sector Plan and Overlay Zone, the Project Plan provides neighborhood retail uses on the ground floor.

Include a grocery store with a minimum of 20,000 square feet on the ground floor of a building within the office-retail center. To allow continuous grocery operation and the most efficient layout, a portion of grocery store space (a maximum of 10,000 square feet) may extend beyond the office footprint and be built at grade. The property owner has proposed a phased construction plan that will allow the extended portion of the grocery store to be constructed and occupied first, while the remainder of the store and the office building, of which it is part, are constructed. To achieve the Plan's goal of a continuously operating grocery store, County representatives should support this phased development effort by ensuring that there are no unnecessary delays in the consideration of various development approvals.

The Planning Board finds that the grocery store should be increased to 30,000 square feet. The Board further finds that it is not necessary or of any compelling public benefit to require an interim grocery store in continuous operation during the construction of the project and the Alternative satisfies the Sector Plan's goal of a continuously operating grocery store as set forth more fully below.

d. Internal Street

Maintain a clearly defined internal street to the north of the existing center as a private Mixed Street connecting Wisconsin and Western Avenues.

Design the street to ensure the most efficient internal circulation pattern without encouraging cut-through traffic from Western Avenue to Wisconsin Avenue.

Minimize vehicular/pedestrian conflicts.

Enhance the street with trees, adequate sidewalks, special paving, and curbside drop-off areas for convenient pedestrian access.

Accommodate possible use by transit vehicles in the street design.

A private street is proposed to the north of the office/retail center. It will provide circulation to the shops on the north side of the center, including the grocery store, as well as to surface and underground parking. The placement of the parking access kiosks and payment procedure will deter cut-through traffic from Western Avenue to Wisconsin Avenue. The street will have special paving in the crosswalks and grocery store parcel pick-up area to provide character and slow-down traffic. The design will create an appealing pedestrian environment with street trees along the northern edge and an arcade with generous sidewalks and planters along the southern edge. A shuttle stop will be provided.

e. Service Areas

Avoid locating service areas for the office buildings and neighborhood retail on Wisconsin Avenue, Wisconsin Circle, or Western Avenue.

Provide an efficient layout that minimizes conflicts between pedestrians and service vehicles and encourages retail activity along the internal street.

Reduce the impact on the adjacent residential neighborhood by locating service areas within the building footprint. If the Planning Board determines that a service area cannot be internal, it should be heavily screened to minimize visual and auditory impacts on surrounding neighborhoods.

The Site Plan locates service areas for all functions including the grocery store internally, within the building footprint, to minimize the impact on the adjacent neighborhood. All service areas except the enclosed service area serving the grocery store and adjacent retail uses are below grade. Access to the below-grade service area is from Montgomery Street, down a ramp that is screened by a wall and evergreen plantings on the side facing Chevy Chase Village--further reducing the impact on adjacent houses.

A Site Plan Condition ensures that preeminence is given to the pedestrian on Montgomery Street by continuing the paving of the Montgomery Street sidewalk across the entrances to the service ramp. The Plan minimizes conflicts between pedestrians and service vehicles in the grocery store loading area by providing a point of access from Western Avenue for trucks and taxis and a truck-maneuvering zone that is separate from the private vehicle entry/exit on Western Avenue. The Plan also provides a pedestrian walkway along the eastern edge of the service area to allow safe pedestrian passage to and from Western Avenue.

f. Public Use Space

Provide open spaces for the use and enjoyment of residents, employees, and shoppers

Create new urban parks or plazas in the following locations:

. . . . The Chevy Chase Land Company site between the new buildings along Wisconsin Avenue and between existing and new sections of the Chevy Chase Center. These parks or plazas will be created as part of redevelopment of this site. They should be lively places incorporating outdoor

cafes, retail entrances, seating areas, shade trees, special paving, lighting, and other features such as fountains and art work.

Provide one or more public use spaces with a total minimum of 8,000 square feet to create an attractive and functional environment. Locate at least one space where it will provide safe pedestrian access to Metro. A phasing plan should be included in the project plan to indicate the timing of development and to ensure that public uses spaces are provided as early as feasible in the development of this site.

Encourage public use and pedestrian activity by providing shade trees, special paving and lighting, tables and chairs, and a schedule of programmed events for the community.

Enliven and enrich the space with such features as fountains and artwork. A significant water feature can create a visual focal point and mitigate traffic noise. Works of art can be incorporated in the floor or vertical surfaces or be free- standing elements.

Locate neighborhood retail, including entrances, next to the open spaces to encourage public use and enjoyment.

As further described above, the Site Plan includes an 8,720 square foot public use space (Johnston Park) along Wisconsin Avenue next to Clyde's Restaurant. Extending in an L-shape behind the restaurant to connect with the internal street on the north side, the space provides safe pedestrian access from Metro to the parking area on the other side of the internal street.

There will be entrances onto the park from the office building, the ground-floor retail, and the restaurant. An outdoor seating area for Clyde's will overlook and animate the space. The collaborative design between the artist and landscape architect includes sculptural seating and a seat wall within the space, shade trees, planters, special paving and lighting. A central water feature will be a focal point and help mitigate traffic noise. Johnston Park is to be developed in Phase 2A. These elements satisfy recommendations for public use space as described in the Sector Plan.

g. Wisconsin Circle

Develop Wisconsin Circle as a public Mixed Street to accommodate both pedestrians and vehicles in a safe and attractive manner. (A Mixed Street emphasizes pedestrian circulation while allowing limited slow vehicular traffic.)

Consider providing a mid-block pedestrian crossing after an operational analysis of conflicting movements in Wisconsin Circle. The location should be coordinated with the siting of a public use space, pedestrian and vehicular circulation, and garage and bus access...

Provide streetscape improvements as called for in the Pedestrian and Streetscape Plan. Other improvements will be determined at project plan review.

Establish Wisconsin Circle as a Mixed Street.... A portion of Wisconsin circle should be upgraded with special paving such as brick, Washington Globe lights, tightly spaced street trees, and

seating. Provide a minimum of 20 feet of public sidewalk within the right-of-way to adequately accommodate pedestrian activity and streetscape...

The Friendship Heights Metro station and the retail and office uses to the north attract a large number of pedestrians. Heavy bus traffic, a taxi stand, illegally parked vehicles, numerous delivery trucks, and a fence in the median of Wisconsin Circle create barriers to pedestrian movement.

If endorsed by DPWT after an operational analysis, the Plan recommends considering a mid-block signal on Wisconsin Circle to provide a safer roadway crossing for pedestrians. The signal may be coordinated with the Wisconsin Avenue signal to prevent traffic disruption on that road. If the mid-block signal is installed, the fence currently located in the Wisconsin Circle median to discourage unsafe pedestrian crossings should be removed.

The operational analysis conducted by members of the Transportation Committee of the Friendship Heights Task Force concluded that a designated mid-block pedestrian crossing is not desirable. The committee also examined ways to reduce pedestrian/vehicular conflict and recommended removing the fence and moving the taxi stand to an alternative location.

The Site Plan will help define Wisconsin Circle as a Mixed Street. The design includes two continuous travel lanes east bound and one west bound on the north side of the Circle; also on the north side a curb activity lane with specialty paving and a right-in only driveway to underground parking; relocation of taxis to the Western Avenue parking lot; a wide median with landscaping, shade trees; specially paved crosswalks at Wisconsin and Western Avenues and across the driveways on the south side; and a wider sidewalk along the south side of the street. Streetscape along the north side includes a 20-foot minimum sidewalk, a row of tightly spaced street trees, Washington Globe lights, ground level plantings, and benches.

2. Conformance of Chevy Chase Land Company Parking Lot (Sector Plan Parcel 10A, Zoned TS-M) to the Sector Plan

a. Land Use, Density, and Zoning

Designate the site as part of a transit station development area and suitable for the TS-M floating zone. The base zone should remain R-60.

The Sectional Map Amendment confirmed the base zone of R-60. The District Council subsequently approved the Development Plan and rezoned the site TS-M.

Allow a maximum of 112,000 square feet of development, with ground-floor retail in two low-rise buildings.

The Site Plan includes two low-rise buildings, one two stories, the other three stories. Their combined density is 112,000 square feet. They will have retail on the first and second floors, and office on the third floor of the three-story building.

b. Building Location

Protect the adjacent residential neighborhood from intrusive views and commercial activities and consider the neighborhood in the design and height of all structures.

Consider the views of residents of the high-rise apartment buildings across Wisconsin Avenue.

Allow up to 112,000 square feet of development along Wisconsin Avenue. No development is allowed on Parcel 10A other than that described in the design guidelines below, which include the possibility of terrace parking. Buildings proposed for other locations on the site would not be in compliance with the Sector Plan.

- *Require retail on the ground floor and allow the property owner to determine the use (retail, office, or residential) for the upper floors.*
- *Divide the allowable density into two buildings to achieve human scale and avoid a long uninterrupted building line.*
- *Limit the building height to three floors and set back the top floor.*
- *Limit the width of the northern building to approximately 90 feet and limit the width of the southern building to approximately 120 feet to provide an adequate setback from the adjacent neighborhood.*
- *Locate buildings approximately 20 feet from the existing curb along Wisconsin Avenue to provide adequate space for pedestrians and streetscape improvements.*

The Site Plan provides 112,000 square feet in two buildings along Wisconsin Avenue. In conformance with the Sector Plan, no other development is proposed for Parcel 10A except surface parking and ramps to underground parking. The proposal is for retail at the ground floor with office above. The northern building will be two stories, and the southern building three stories, with a setback—in keeping with the Sector Plan objective to keep the buildings low to minimize intrusion on residential views from Chevy Chase Village and high-rise residents across Wisconsin Avenue. On the northern building the width is 90 feet, with 120 feet for the southern building. The setback from the curb is 22 feet, allowing a generous area for pedestrians and streetscape enhancements.

c. **Street Orientation**

Extend retail along Wisconsin Avenue to create a more continuous shopping street.

Achieve street-oriented development along Wisconsin Avenue.

- *Provide street-oriented retail only, which could include restaurants, on the ground floor. (The Neighborhood Retail Preservation Overlay Zone would not be appropriate at this location.)*

- *Orient storefronts and entrances to Wisconsin Avenue. Depending on store layouts, it may also be possible to provide entrances along the east side of the buildings, especially on the southern building.*

The proposed development in the two buildings along Wisconsin Avenue is street-oriented retail at grade level. It is understood that the character of the retail, as assumed by the Sector Plan, may not be neighborhood-oriented. The primary building entrances will be on Wisconsin Avenue. There is also an entrance to the southern building from the parking lot.

d. **Public Use Space**

Create an urban park between the buildings along Wisconsin Avenue.

- *Provide approximately 9,000 square feet of public use space in addition to sidewalks and green area within the parking lot to create an urban park between the buildings along Wisconsin Avenue. A phasing plan should be included in the development plan to indicate the timing of development and to ensure that public use spaces are provided as early as feasible in the development of this site.*
- *Ensure that the park provides a safe and convenient connection to Wisconsin Avenue from the parking lot.*
- *Encourage public enjoyment and comfort by providing tables and chairs, shade trees, special paving, lighting, and other features.*
- *Enliven and enrich the space with such elements as fountains and artwork. A significant water feature can create a visual focal point and mitigate traffic noise. Works of art can be incorporated into the floor or vertical surfaces or be freestanding elements.*

The Site Plan for the TS-M portion of the site includes a 9,000 square foot park (Farr Park) between the two low-rise buildings facing Wisconsin Avenue. The design includes freestanding tables and chairs; it is the Applicant's intent to include restaurant or cafes that will complement these seating areas. The design provides a bosque of shade trees, special paving, and a central fountain. Farr Park will be developed in Phase 2B.

e. **Service Areas**

Locate and screen service areas so that the east side of the buildings presents a pleasing appearance from parking areas and from the adjacent neighborhood.

The service areas for the entire project (except the grocery store on the CBD portion) are below grade.

f. **Parking**

Provide safe, convenient parking to serve both retail and office uses. Retain short-term Kiss and Ride spaces to serve Metro riders.

Allow a combination of surface, terrace, and underground parking to meet the requirements for the Chevy Chase Center and Wisconsin Avenue buildings.

The Site Plan provides a combination of surface and underground parking to meet the requirements of the CBD and TS-M development. Surface parking extends from Western Avenue, where there are 30 Kiss and Ride spaces, to Montgomery Avenue. There are ramps to underground parking just east of Farr Park and next to the center portion of the wall that defines the eastern boundary of the site; there is also a right-in only entry to underground parking from Wisconsin Circle. Parking is consistent with Project Plan and Development Plan approvals. The amount of parking is consistent with the Zoning Ordinance and Interim Parking Guidelines. Standards in the Zoning Ordinance set forth the minimum amount of parking required.

Preserve as many of the existing trees as possible and plant additional trees on the surface lot or the top level of any terrace parking.

Because of the excavation for the underground parking, and in order to achieve the recommended density in the Sector Plan and satisfy other design guidelines and recommendations, it is not possible to save more than two or three of the existing trees. The staff arborist assessed the health of the existing trees and found that few were worthy of being transplanted. However, the Site Plan shows the installation of twice as many new trees as will be removed, and thus a "green" parking lot is achieved.

Attempt, to the extent possible, to serve all retail parking needs with surface parking. A terrace parking structure on a limited portion of the parking lot is the second choice for meeting retail parking needs. If terrace parking is constructed, the top levels should be reserved for retail shoppers. (Design Guideline 5, bullet 2, p. 48)

Evaluate at the time of the development plan or project plan whether terrace parking is necessary to meet the retail parking requirements. While shared parking provided for in the Zoning Ordinance should be allowed, the size of the terrace structure should be the minimum necessary to meet retail needs and not expanded to allow for office parking.

The Site Plan eliminates terrace parking. Surface parking shall be primarily designated for use by the retail component of the development while the office component will mainly utilize the lower levels of parking.

Locate any terrace parking to take advantage of the existing grade changes. Such parking should be sufficiently below grades along the Belmont/Grove Street right-of-way to achieve compatibility with the adjacent neighborhood. The top level would generally be at the base of the existing wall, at approximately elevation 325.

There is no terrace parking.

Maintain 30 short-term Kiss and Ride parking spaces at safe and convenient locations as close as possible to paths leading directly to the Metro station.

The Site Plan provides 30 Kiss and Ride parking spaces designated in two separate locations with convenient access to the Metro in the northeastern portion of the site. There is an eight-foot wide sidewalk just to the west of the lot that leads to Western Avenue; pedestrians could use that path and continue walking along the Western Avenue sidewalk to the Metro station.

Ensure security and convenience in the design of any structure.

The design of the parking structure is intended to ensure security and convenience and maximum compatibility between pedestrians and vehicles.

g. Buffer

Enhance the buffer and create a greenway between Chevy Chase Village and the commercial areas.

Define the western edge of the buffer as the line of the existing wall separating the Chevy Chase Land Company parking lot from the Belmont/Grove Street right-of-way and the private residential property abutting Western Avenue. No development or parking is permitted east of the existing wall.

The Site Plan provides a buffer along the line of the existing wall separating the Land Company's parking lot from the Belmont/Grove Street right-of-way and the Wohlfarth property. No development or parking is proposed east of the wall.

Include a comprehensive landscape plan for the buffer area with the development plan for Parcel 10A or the project plan for Parcel 10B, depending on which parcel develops first. An adequate buffer is essential to redevelopment of Parcel 10A or 10B; a rezoning application that does not show a substantial buffer will not be in compliance with the Sector Plan. Buffering must be completed in the first stage of any new development or redevelopment of Parcels 10A or 10B.

As discussed above, a comprehensive landscape plan for the buffer is included in the Site Plan. Installation of enhancements to the buffer is Phase 1.

Provide an intensive landscape treatment behind the existing wall and along the unbuilt Belmont/Grove Street right-of-way to screen the commercial development from the residential neighborhood and create a greenway with a woodland character. This treatment should include such features as the extension of a wall or wrought iron fence from the termination of the existing wall to Montgomery Street and from Montgomery Street to the wall behind Saks Fifth Avenue. Balance screening and security objectives in improving the Montgomery Street entrance. Improve the Montgomery Street sidewalk connection from Wisconsin Avenue to the parking lot. Supplement and enhance the existing plantings along the unbuilt right-of-way on both sides of the pedestrian/bicycle path, including land not owned by the Chevy Chase Land Company. Provide a dense mixture of evergreens, deciduous trees, and understory shrubs. Provide other enhancements, such as low lighting and seating along the path.

Provide screening above the existing wall adjacent to the residential property on Western Avenue.

The buffer landscape plan conforms closely with the language in the Sector Plan, which was crafted in consultation with Chevy Chase Village. The landscape plan includes evergreen and deciduous planting behind the existing wall to enhance existing plant material. The existing wall extending from Western Avenue north toward Montgomery Street will be retained, and an eight-foot wooden fence will be added behind it at its lower elevations near Montgomery Street for added screening. Closer to Montgomery Street the plan shows a decorative metal fence and an offset gate, intended to balance security and screening objectives at the entrance to Chevy Chase Village, as required by the Sector Plan. The plan also shows lighting but, at the request of Chevy Chase Village, no benches.

Implement this buffering plan via an agreement between Chevy Chase Village and the Chevy Chase Land Company. If such an agreement cannot be reached, the Planning Board should consider whether, as an alternative, the buffer should be expanded into the parking lot to the west of the existing wall with all landscaping planted on property owned by the Chevy Chase Land Company. This approach will mean the loss of surface parking spaces and is not the preferred option.

Chevy Chase Village has agreed to the buffer plan. A signed agreement between Chevy Chase Village and Chevy Chase Land Company should be achieved prior to Signature Set approval.

Provide a pedestrian/bicycle path (a Class I bikeway) from Grove Street to Belmont Avenue.

Provide a Class I bikeway along Montgomery Street and the greenway along the western boundary of Chevy Chase Village, continuing as a Class II or III bikeway on Belmont Avenue to the north and Grove Street to the west...A route through this buffer area was recommended in the 1974 Sector Plan and is shown on the County Master Plan of Bikeways. It lies entirely within the boundary and purview of Chevy Chase Village and can be implemented only if Chevy Chase Village agrees with the recommendation. It would allow neighborhood residents of all ages to cycle to the Montgomery Avenue connection with Friendship Heights. The route would also provide a link to the Class I bike path recommended in the Master Plan of Bikeways for the east side of Wisconsin Avenue, along the Chevy Chase Country Club property, to Bethesda. The Plan proposes eliminating the link through the Wohlfarth property on Western Avenue, shown in the 1974 Sector Plan and the Master Plan of Bikeways. Northbound bicycle commuters could safely use Kirkside Drive to Grafton Street as an alternative. The Plan recommends designating those streets as Class III bikeways, in coordination with Chevy Chase Village.

In response to Chevy Chase Village requests, the Site Plan does not provide a bike path but substitutes a five-foot wide brick pathway. Further coordination is needed with Chevy Chase Village to explore designation of Kirkside Drive as a Class III bikeway.

h. Pedestrian and Streetscape Improvements

Enhance the pedestrian environment along Wisconsin Avenue and the pedestrian link to Metro.

Provide streetscape improvements along Wisconsin Avenue as called for in the Pedestrian and Streetscape Plan. Place all utilities underground.

Develop Wisconsin Avenue as a major Urban Boulevard, which extends from the District of Columbia to Somerset Terrace...by upgrading the streetscape with special paving such as brick, double-fixture Washington Globe lights, and tightly spaced shade trees at the curb and within the median. Provide a minimum of 20 feet of public sidewalk within the right-of-way to adequately accommodate pedestrian activity and streetscape.

The Site Plan includes streetscape improvements along Wisconsin Avenue that include brick paving, Washington Globe lights, and tightly spaced shade trees. The setback from the curb is 22 feet.

Retain the existing building and parking setbacks from the right-of-way along Western Avenue. Enhance the area with landscaping to create the Promenade called for in the Pedestrian and Streetscape Plan and to provide a transition between the commercial area and adjacent residential neighborhoods. Coordinate the design of the Promenade with the District of Columbia.

Develop Western Avenue as a Promenade to achieve a park-like character and provide better pedestrian access to Metro...Western Avenue, both east and west of Wisconsin Avenue, should have double-fixture Washington Globe lights, special paving such as brick, and a double row of tall-growing shade trees to form an allee. Provide a minimum of 30 feet of public sidewalk and bikeway area to accommodate pedestrian access, streetscape, and cyclists...It should be noted that the Western Avenue right-of-way is within the District of Columbia boundary.

The Site Plan retains the parking setback from the Western Avenue right-of-way. The project will provide 40 feet of public sidewalk and bikeway area and the landscape enhancements that will create the Promenade required in the Sector Plan. The Site Plan includes preservation of the existing trees, addition of a second row of street trees, a combined bikeway and brick sidewalk, and Washington Globe lighting.

4. Other Sector Plan Recommendations from the Transportation Chapter

Form a Transportation Management District for the Friendship Heights Sector Plan area and include the District of Columbia in planning such a district.... One objective of the TMD is to increase the number of employees who do not drive to work from the existing 34 percent to 39 percent...

The Friendship Heights TMD would be administered by a citizen/business-led transportation management organization. Ideally, a bi-jurisdictional TMO would administer a Friendship Heights TMD spanning both sides of the District of Columbia/Maryland line. Revenue to finance the operations could come from an annually assessed transportation management fee, parking fees, and a Share-a Ride District Membership in the TMO should be mandatory for new development and voluntary for existing development, including office employers and retail merchants. All new major office projects would be required to appoint a transportation coordinator and designate preferential carpool spaces.

The Friendship Heights Transportation Management District has been established and a TMD Advisory Committee formed. The Applicant is participating in the Advisory Committee meetings. Long-term participation in the organization, support of its programs, and payment of any fees that may be required are Conditions of Approval.

Among the Sector Plan recommendations regarding ways to meet the mode share goals of the TMD is the following:

- Establish a Transit Store in a central location to dispense route and schedule information, sell fare media, and promote the use of transit in other ways. The Applicant has included a 1500 square foot space in the Chevy Chase Center for such a Transit Store to dispense fare media and transit information and to provide offices for the Transportation Management Organization.
- Appoint a transportation coordinator to assist employees in exercising commuting options and to provide for coordination and trip reduction monitoring with the Friendship Heights Transportation Management Organization ("TMO").
- Make the development available for TMD programs and marketing.
- Provide safe and secure bicycle parking to meet the demand.
- Provide preferential car and van pool parking as needed.
- Devise a technique to avoid the use of retail parking spaces by employees during peak traffic hours and other parking management strategies as needed.
- Pay Transportation Management fee that may be established by law or Executive regulation.
- Provide office space for the Friendship Heights TMO in the transit store, if desired.

Conformance to Development Standards

PROJECT DATA TABLE

Development Standard	Permitted/ Required	Proposed
Minimum Lot Area (sq. ft.):		
CBD-1 Zone	22,000	150,000
TSM Zone	40,000	208,200
Maximum Floor Area Ratio (FAR):		
CBD-1 Zone	2	2
TSM Zone	3	.54
Maximum Gross Floor Area CBD-1 Zone(sq. ft.):	300,000	300,000
Commercial office	208,628	

Neighborhood Retail	82,380		
restaurant (ex. Clyde's)	8,992		
Maximum Gross Floor Area TSM Zone(sq. ft.):		112,000	112,000
Commercial office	24,000		
Retail	71,000		
Restaurant	17,000		
Minimum On-site Public Use Space (sq. ft.)			
CBD-1	30,000 (20%)	32,848 (22%)	
TSM Zone	20,820 (10%)	27,235 (13%)	
Off-Site Public Use Space CBD Zone (sq. ft.)			115,253 (77%)
Building Height (ft.):			
CBD-1	90*	90	
TSM Zone	3 story	3 story	
Parking Setbacks-TSM Zone (ft.):			
-Wisconsin Avenue	10	NA	
-Western Avenue	10	10	
-Montgomery Street	10	35	
-Chevy Chase Village	8	8	
Parking-CBD-1 Zone			
-Commercial Office (208,628 sf)			
@2.8/1,000**	584		
-Retail (82,380 sf) @5/1,000	412		
-Restaurant (4,800 sf patron use space)			
@25/1,000	<u>120</u>		
Total Base Parking Required in CBD Zone		1,116	
Less 15% metro discount on restaurant and retail		-80	
Less mixed-use credit			
(100% office, 60% retail, 50% restaurant)		-191	
Total CBD-1 Required Parking		<u>845</u>	
Parking-TSM Zone			
-Commercial Office(24,000sf)			
@2.8/1,000**	68		
-Retail (71,000sf) @ 5/1,000	360		
-Restaurant (10,200 sf patron use space)			
@25/1,000,	<u>255</u>		
Total Base Parking Provided in TSM Zone	683		
Less 15% Metro discount on restaurant and retail	-92		
Less mixed-use credit			

(10% office, 100% retail, 100% restaurant)	-61
Total Required TS-M Parking	530

Total Parking Permitted for TSM and CBD-1 Zones **1373***** **1403******

- * Per Project Plan Approval as measured from Western Avenue frontage
- ** As proffered by the Applicant and approved by the Planning Board during Project Plan Approval
- *** The maximum amount of parking permitted by 9-99002 and G-775
- **** Includes the 30 required Kiss & Ride spaces

C. Additional Findings for Preliminary Plan 1-99083

The Planning Board incorporates and adopts the findings set forth in the staff report and recommendation including the recommendations and analysis provided by the Transportation Division relative to Adequate Public Facilities Ordinance ("APF") review.

After review and consideration of the evidence of record, the Planning Board finds that: (1) the Preliminary Plan meets the standards required for approval under the Subdivision Regulations (including consistency with the technical criteria thereof, as to which input from appropriate public agencies was received); (2) the size, width, shape, area, street frontage, alignment and orientation of the proposed lots are appropriate for the type and density of improvements provided at this particular location; (4) the lots will abut a public street or road; (5) the Preliminary Plan conforms to the Sector Plan; (6) the site is adequately served by public facilities under the standards imposed by the FY 01 Annual Growth Policy.

With regard to the forest conservation, this subdivision is exempt from the requirements of forest conservation pursuant to Chapter 22A of the Montgomery County Code.

Regarding stormwater management, the Planning Board finds that the Montgomery County Department of Permitting Services ("MCDPS") has reviewed the proposed subdivision and has determined that the proposed stormwater management concept, subject to conditions, meets MCDPS' standards. The Board further finds that the stormwater management plan is adequate to protect adjoining properties and accepts MCDPS' determination that it meets its standards of approval. Applicant's approval by the Planning Board is conditioned on its compliance with MCDPS' conditions on the proposed stormwater management plan.

D. Additional Findings for Site Plan No. 8-01013

The Planning Board incorporates and adopts the analysis and findings set forth in the Staff Report and recommendation except as otherwise noted in this Opinion.

1. *The Site Plan is consistent with the approved project plan utilizing the optional method of development for the CBD-1 property, 9-99002, approved by the Planning Board on July 29, 1999.*

The Site Plan meets all of the requirements of the zone in which it is located, the Sector Plan, and, with the conditions listed below, all prior approvals.

2. *The location of the building and structures, the open spaces, the landscaping, recreation facilities, and the pedestrian and vehicular circulation systems are adequate, safe and efficient.*

a. Buildings

Chevy Chase Center is an urban mixed-use project, which combines office and retail uses, (including neighborhood retail uses), parking, and open space.

The office building and neighborhood oriented retail on the CBD portion of the site are designed to be integrated into a single structure, with the exception of the Clyde's restaurant, which will be modified to add a second story, and will remain as a free standing building after the existing five story office building is removed.

The mixed-use building will consist of six floors of offices located above two levels of retail. The retail uses are explicitly intended to serve the neighborhood and will consist of a 30,000 square foot grocery store, a 17,000 square foot drug store, and a variety of other smaller retail uses. Parking for the site will primarily be provided via a four-level, underground parking structure. Approximately 283 parking spaces will be provided in a surface parking lot located behind the new buildings. The proposed building and parking structure are located so as to efficiently take full advantage of the site's sloping topography.

Accordingly, the Planning Board finds that the location of the buildings and structures, the open spaces, the landscaping, recreation facilities, and the pedestrian and vehicular circulation systems are safe, adequate, and efficient.

b. Open Spaces

The on-site open space (public-use space) provided on the CBD-1 portion of the slightly site exceeds the requirements of the zone. However, significant public use space is also being provided off-site on the adjacent TS-M zoned property and across Wisconsin Circle on the Chevy Chase Metro building site.

On-site public use space consists primarily of Johnston Park, an urban plaza located at the corner of Wisconsin Avenue and Wisconsin Circle, and within a large green area located within the parking lot. Johnston Park will be developed as an active space and will include several significant pieces of public art including a fountain, seating, stone sculptures and areas of seating and planting.

Off-site public use space consists of the Wisconsin Avenue, Western Avenue and Wisconsin Circle streetscapes and the large buffer located within the Village of Chevy Chase which the Applicant will be significantly enhancing with additional planting, lighting and a brick pathway.

A stormwater management concept was approved by MCDPS on March 19, 2001, and consists of (1) on-site water quantity control via construction of an underground storage system and, (2) on-site water quality control via a "Vortech" quality control structure.

c. Landscaping and Lighting

Landscaping on the CBD site consists of the Bethesda streetscape treatment along Wisconsin Avenue, Western Avenue, and Wisconsin Circle, planting within the surface parking lot, and within Johnston Park. The overall landscape treatment has been thoughtfully and carefully designed to create, define and enhance the site's open space areas, and an interesting plant palette has been proposed.

Streetscape lighting will be provided by Washington Globe fixtures. Lighting will also be provided in the public use space areas and in the parking areas. A condition has been included which requires that the surface parking lot lighting conform to current IESNA standards.

d. Recreation

There are no recreation requirements for commercial, non-residential projects.

e. Vehicular and Pedestrian Circulation

Entrances to the surface parking lot and the underground parking garage which will service the CBD portion of the site are located on Wisconsin Avenue, Wisconsin Circle (right-in only), Western Avenue and Montgomery Street and are safe, adequate and efficient. Loading for the office building, Clyde's and a portion of the neighborhood retail will be provided via an underground loading area. Loading for the proposed grocery and drug store will be accessed off of Western Avenue and will be located within a completely enclosed loading dock.

Pedestrian circulation in and around the site is provided by a sidewalk system which when modified by the adopted conditions will be safe, adequate and efficient. Pedestrian access is proposed from the perimeter public sidewalks. There is also a direct pedestrian connection being provided from the Village of Chevy Chase to the Center and to the Metro and Friendship Heights Village beyond via the new brick pathway in the buffer. Within the site, pedestrians will be provided brick sidewalks which will connect from the parking areas to the shops, and office lobby, through the urban plaza areas to the residential and commercial properties beyond. Arcades are proposed on the south and north sides of the building providing a covered walkway along the neighborhood retail shop frontages. A bike path is proposed along the Western Avenue frontage.

The Applicant will be participating in the Transportation Management Organization (TMO) in its efforts to achieve and maintain the 39 percent non-auto driver mode share as established in the Friendship Heights Sector Plan.

3. *Each structure and use is compatible with other uses and other Site Plans and with existing and proposed adjacent development.*

The location of the building and parking structures has been designed to minimize the impact on the adjoining neighborhood. The proposed building has been sensitively sited within the profile of the existing Metro Center Building, which is approximately 36 feet taller. The existing office building located at the intersection of Wisconsin Avenue and Wisconsin Circle will be removed thereby opening up the view corridor from the residential community beyond. A two-story retail

portion of the building with the grocery and drug store provides an important transition to the residential community. Careful attention has also been given to mitigating possible impacts created by the loading area for the grocery and drug store. The loading area will be completely enclosed and attractively landscaped. In addition, the Applicant is providing extensive enhancements to the existing buffer located between the Village of Chevy Chase and the subject development. Accordingly, the Planning Board finds that each structure and use is compatible with other uses and other Site plans and with existing and proposed adjacent development.

4. *The Site Plan meets all applicable requirements of Chapter 22A regarding forest conservation.*

Forest Conservation requirements are being met by the provision of 1.49 acres of canopy consisting of a combination of large shade trees and ornamental trees.

5. *All retail uses proposed in new or renovated buildings must be directly accessible from a sidewalk, plaza, or other public space.*

All proposed retail use is directly accessible from Wisconsin Circle, or the sidewalk provided along the internal street.

6. *The site plan does not conflict with the recommendations in the applicable master or sector plan.*

The Planning Board finds that Site Plan No. 8-01013 does not conflict with the Sector Plan and is consistent with the objectives of the Sector Plan.

E. Additional Findings for Site Plan No. 8-01021

The Planning Board incorporates and adopts the analysis and findings set forth in the Staff Report and recommendations except as otherwise noted in this Opinion.

1. *The Site Plan is consistent with the approved development plan, G-775, for the TS-M zoned property approved by the District Council on February 27, 2001.*

The Site Plan meets all of the requirements of the zone in which it is located, the Sector Plan and, with the below listed conditions, all prior approvals.

2. *The location of the building and structures, the open spaces, the landscaping, recreation facilities, and the pedestrian and vehicular circulation systems are adequate, safe and efficient.*

a. Buildings

The buildings proposed on the TS-M portion of the site consist of a two-story and a three-story building facing Wisconsin Avenue. The location and design of these multi-story retail buildings will reinforce the street edge and enhance the special retail character of Wisconsin Avenue. The Planning Board finds that the location of the buildings and

structures, the open spaces, the landscaping, recreation facilities, and the pedestrian and vehicular circulation systems are safe, adequate, and efficient.

b. Open Spaces

The on-site open space (public-use space) provided on the TS-M portion of the site slightly exceeds the requirements of the zone. The main area of the public use space is located between the two Wisconsin Avenue retail buildings in an urban park which is configured as an outdoor "room". The space known as Farr Park opens to Wisconsin Avenue and allows people to filter through to the rest of the site. The space is intended as a quiet respite from the noise and congestion associated with Wisconsin Avenue and will contain several pieces of public art including a fountain and a sculptural stone fountain. The architectural facades which enclose the plaza are envisioned to be made of large sheets of glass with stainless steel detailing surrounded by architectural precast facades.

A portion of the large landscape island within the parking lot and the sidewalks on the east side of the retail buildings are also included as public open space pursuant to the definition of public open space in Section 59-A-2.1 of the Zoning Ordinance.

c. Landscaping and Lighting

Landscaping on the site consists primarily of a large number of shade trees in the parking lot and lush plantings in Farr Park including an allee of trees, vines on the screen wall and trellises with planting. The parking lot planting is designed to provide shade as well as to screen and soften views of the development. The landscape planting in Farr Park is intended to define and enhance the space as a quiet, shady refuge within a busy urban area.

d. Recreation

There are no recreation requirements for commercial, non-residential projects.

e. Vehicular and Pedestrian Circulation

Entrances to the surface parking lot and the underground parking garage which will service the TS-M portion of the site are located on Wisconsin Avenue, Wisconsin Circle (right-in only), Western Avenue and Montgomery Street and are safe, adequate and efficient. Loading for the retail buildings along Wisconsin Avenue, the office building on the CBD portion of the site, Clyde's and a portion of the neighborhood retail will be provided via an underground loading area.

Pedestrian circulation in and around the site is provided by a sidewalk system which when modified by the recommended conditions will be safe, adequate and efficient.

During the May 31, 2001 Planning Board hearing, there was discussion regarding pedestrian access to the development from the Metro. In response, the Applicant proposed to provide an elevator and stairway that is visible and convenient to the general public

including users enroute from the metro station. The Planning Board accepts Applicant's proposal and adopts a condition incorporating Applicant's proposal and finds that this proposal enhances the safety, adequacy and efficiency of the proposed pedestrian circulation.

Pedestrian access is proposed from the perimeter public sidewalks. There is also a direct pedestrian connection being provided from the Village of Chevy Chase to the Center and to the Metro and Friendship Heights Village beyond via the new brick pathway in the buffer. Within the site, pedestrians will be provided brick sidewalks which will connect from the parking areas to the shops, and office lobby, through the urban plaza areas to the residential and commercial properties beyond.

The Applicant will be participating in the Transportation Management Organization (TMO) in its efforts to achieve and maintain the 39 percent non-auto driver mode share as established in the Friendship Heights Sector Plan.

3. Each structure and use is compatible with other uses and other Site Plans and with existing and proposed adjacent development.

The location of the two proposed buildings on the TS-M portion of the site and the parking facility have been designed to minimize the impact on the adjoining neighborhood. The proposed buildings are located along the Wisconsin Avenue frontage. In addition, the Applicant is providing extensive enhancements to the existing buffer located between the Village of Chevy Chase and the subject site, and is planting twice as many trees in the surface parking lot as currently exist. Accordingly, the Planning Board finds that each structure and use is compatible with other uses and other Site plans and with existing and proposed adjacent development.

4. The Site Plan meets all applicable requirements of Chapter 22A regarding forest conservation.

Forest Conservation requirements are being met by the provision of 1.49 acres of canopy consisting of a combination of large shade trees and ornamental trees.

F. Additional Findings

The Planning Board accepts Applicants proffered condition to require a permanent grocery store on the Subject Property and expressly grants a waiver to increase the maximum floor area limit of the grocery store to 30,000 square feet. In addition, the Board finds that the grocery store is a public amenity that was needed to support the additional density that was granted to the Applicant and, therefore, if the Applicant does not maintain a grocery store on the Subject Property in accordance with its proffered condition, it should become community space.

Upon full consideration of all of the evidence and testimony presented, the Planning Board finds that the Applicant's proposed Alternative to provide area residents a shuttle bus service to the Westbard Shopping Center during the construction of the proposed development substantially conforms to the Sector Plan and satisfies the intent of the Sector Plan language by providing continuous access to a grocery store. As such, the shuttle bus service Alternative shall be a condition of approval of the Plans. In addition, the Board finds that, on balance, the Alternative provides a better arrangement for the surrounding residents. The Board finds that this Alternative provides area residents with access to a full-

service grocery store and other amenities in the interim and saves the residents from subjecting themselves to the conditions of a construction site in order to do their shopping. Moreover, the Board finds that the Alternative will allow the Applicant to complete construction a year sooner than if it had to accommodate an interim grocery store on site. Finally, the Board finds that the Applicant's proffer to include a condition requiring a grocery store at the Subject Property further addresses the surrounding residents initial concern which gave rise to the requirement of a continuously operating grocery store and, therefore, further supports the finding that the intent of the Sector Plan has been met.

The Planning Board also finds that the loading dock and other services for the grocery store must be completely enclosed and appropriately screened. In addition, the Board finds that there must not be any queuing or outside storage of trucks. The Board finds that enclosure of these services provides for the same amenities as placing them underground such as safe pedestrian access and noise abatement. Moreover, the Board finds that requiring the grocery store loading underground would require reconfiguring the current proposed underground parking, access points and ramps in a manner that would significantly disrupt traffic circulation and parking along Western Avenue and would eliminate additional surface parking spaces.

G. Conclusion

Based on all of the evidence before the Planning Board, including the evidence and testimony presented at the public hearing as well as the evidence contained in the public files on the Plans, the Planning Board finds that the Plans meet the requirements of the Chapters 50 ("Subdivision Regulations") and 59 ("Zoning Ordinance"), as well as Article 28 of the Annotated Code of Maryland ("Regional District Act") and the Board's Rules of Procedures.

CONDITIONS OF APPROVAL

A. Preliminary Plan No. 1-99083

Based on the above findings, the Montgomery County Planning Board APPROVES Preliminary Plan No. 1-99083, pursuant to the FY 2001 Annual Growth Policy including the Alternative Review Procedures for Expedited Development Approval ("Pay-and-Go"), subject to the following conditions:

1) Approval under this preliminary plan is limited to a maximum of 232,628 square feet of Office development and 179,372 square feet of Retail development including a Grocery Store. The applicant shall also pay to the Montgomery County Department of Finance the balance of the expedited development approval excise tax prior to receipt of building permits, as provided by County law.

The Applicant shall abide by the conditions enumerated in the May 24, 2001 Transportation Planning Division memo as follows:

- a) Provide an ultimate 120 feet right-of-way on Wisconsin
- b) Provide an ultimate 120 feet of right-of-way on Western Avenue
- c) Provide for a total of 60 feet of right-of-way on Wisconsin Circle
- d) Restrict access to the site from Wisconsin Circle to a "right-in" only for visitors' use. Employees will not be able to use this access to enter the site

- e) Participate in the public-private partnership funding of safety and efficiency improvements along Wisconsin Avenue between Wisconsin Circle and Western Avenue by:
 - (i) Reconstructing the curb at the northeast corner of the intersection of Wisconsin Avenue and Western Avenue and modifying the median on Wisconsin Circle at Wisconsin Avenue. The Maryland Department of Transportation is committed to provide up to \$500,000 in matching funds for this project that will be administered by the Department of Public Works and Transportation (DPWT) as a Capital Improvement Project
 - f) Widening eastbound Western Avenue to provide three lanes between Wisconsin Avenue and Military Road if required by the D.C. Department of Public Works (DC DPW) in conjunction with the granting of an access permit
- 2) To satisfy Local Area Transportation Review (LATR), participate equally with the owners/developers of Wisconsin Place (Hecht's, PP #1-99030) and Friendship Commons (GEICO, PP #1-99039) in funding the cost of the following two road improvements. The road improvements shall be completed prior to the issuance of an occupancy permit for any of the developments, with funding provided by the various applicants at the time the improvements are constructed
 - a) Widen within the existing curbs by re-striping the southbound approach of Friendship Boulevard at Western Avenue to provide for one left-turn lane, one through lane and one through/right turn lane. A new signal phasing is needed at this intersection to provide split phasing for Friendship Boulevard and Jennifer Street
 - b) Provide separate left-turn lanes along eastbound and westbound Western Avenue at River Road by re-striping the existing lane designation and change the traffic signal phasing to provide concurrent signal phasing along Western Avenue
- 3) To satisfy LATR, the applicant shall participate at a 20% share with the developers of Wisconsin Place (Hecht's) and Friendship Commons (GEICO) in funding the cost of the following road improvements:
 - a) Add right-turn lanes within the existing right-of-way on both the eastbound and westbound River Road (MD 190) approaches at Little Falls Parkway to provide for exclusive right-turn lanes
 - b) Conduct a traffic study at the time that occupancy of the three Friendship Heights developments (i.e. Wisconsin Place, Friendship Commons and Chevy Chase Center) reaches either 600,000 square feet of office or 350,000 square feet of retail, over and above what already exists on the sites as of the date of this memorandum
 - c) Construct improvements to Little Falls Parkway, if warranted by the traffic study and approved by the State Highway Administration (SHA) and the Maryland-National Capital Park and Planning Commission, to widen Little Falls Parkway (within the existing right-of-way) by one lane on both approaches to the intersection of River Road to provide left-turn lanes
- 4) As required as a condition of rezoning for this application, lengthen the left-turn lane on northbound Wisconsin Avenue at Bradley Boulevard/Bradley Lane and replace the split phase signal operation with concurrent operation of the through movements on Wisconsin Avenue

- 5) Widen within the existing curbs, by re-striping, westbound Montgomery Street at Wisconsin Avenue to provide for one left-turn lane and one left/through/right lane
- 6) Rebuild Wisconsin Circle between Wisconsin Avenue and Western Avenue to provide a mixed-used street to include the following:
 - a) Provide a curb extension (bump out) on the west side of the entrance to the site on the north side of Wisconsin Circle
 - b) Provide a different type of roadway surface in the curb lane westbound and the pull-out eastbound on Wisconsin Circle, i.e. stamped and/or colored concrete, brick or concrete pavers, etc. to create a visible curb activity area, in accordance with the standards and requirements of DPWT
 - c) Provide for wide sidewalks as shown on the site plan on both sides of Wisconsin Circle along the site frontage in accordance with the standards and requirements of DPWT
 - d) Reconstruct the median with appropriate landscaping
 - e) Provide brick crosswalks at both Wisconsin Avenue and Western Avenue intersections with Wisconsin Circle in accordance with standards and requirements of DPWT
 - f) Relocate the existing taxi stand from the north side of Wisconsin Circle to an on-site location as reflected on the site plan
- 7) Coordinate with the DPWT Bicycle Coordinator to provide on-site parking for bicycles
- 8) Modify the traffic signal on Western Avenue at the relocated site access as required by the District of Columbia Department of Public Works. (DC DPW)
- 9) Enter into a Traffic Mitigation Agreement with the Planning Board and DPWT to participate in the Friendship Heights Transportation Management Organization in attaining the objectives of the Transportation Management District, including making their best effort to achieve and maintain a non-auto driver mode share of 39 percent of employees. The Traffic Mitigation Agreement shall be included in the Site Plan Enforcement Agreement for the proposed development
- 10) All road rights of way shown on the approved preliminary plan shall be constructed by the applicant, to the full width mandated by the Friendship Heights Sector Plan, and to the design standards imposed by all applicable road codes
- 11) All road rights of way shown on the approved preliminary plan shall be dedicated by the applicant, to the full width mandated by the Friendship Heights Sector Plan
- 12) Conditions of Montgomery County Department of Permitting Services stormwater management approval dated March 2, 2001

- 13) Prior to submitting for recordation of property, applicant to submit, for technical staff approval, a plan depicting the number and configuration of the proposed lots
- 14) No clearing, grading or recording of plats prior to site plan signature set approval
- 15) No vehicular access to Belmont Avenue and Grove Street
- 16) Applicant to abide by the conditions and binding elements of the *Development Plan for Zoning Application G-775*
- 17) *Necessary easements*
- 18) The Adequate Public Facilities (APF) review for the preliminary plan will remain valid for sixty-one (61) months from the date of mailing of the Planning Board opinion
- 19) This preliminary plan will remain valid for thirty-seven (37) months from the date of mailing of the Planning Board opinion. Prior to this date, a final record plat must be recorded for all the property delineated on the approved preliminary plan, or a request for an extension must be filed

B. Site Plan No. 8-01013

Based on the above findings, the Montgomery County Planning Board APPROVES Site Plan No. 8-01013 for 208,628 gross square feet of office and 91,372 gross square feet (including existing 8,992 gross square feet of Clyde's) of retail utilizing the Optional Method of Development, subject to the following conditions:

1. *Standard Conditions dated October 10, 1995, Appendix A*
2. *Conditions of M-NCPPC Transportation Planning Division memo dated May 24, 2001, attached in Appendix C.*
3. A minimum 30,000 square foot grocery store shall be provided. The grocery store is considered a public amenity. In the event that the grocery store is no longer in operation, then the grocery store area shall become community space, at no cost to the public, as an alternative public amenity. Should this occur, a site plan revision shall be approved by the Planning Board and the nature and operating program for the community space shall be approved. All renovations necessary to convert the grocery store to a high quality public amenity shall be paid for by the applicant.
4. A shuttle service shall be provided by the applicant for use by the general public during the time that the existing grocery store is closed and until such time that the new grocery store is fully open and operating. The shuttle shall provide access to the West Bard Shopping Center from the Friendship Heights Metro Station and from various locations within Friendship Heights Village.
5. The exact location and details for the required Transit Store shall be provided on the signature set, subject to MCDPW&T, Commuter Services Division approval. The facility shall be

designed to accommodate the elements required by Condition 6 of the Project Plan Opinion, 9-99002. Prior to Use and Occupancy, the Applicant and the MCDPW&T shall enter into an agreement. It shall include specifications for the finishes of the space to be provided by the Applicant, including full ceiling and wall enclosure; office wall partitions; light fixtures; telephone, electric, and communication conduit (including the taxi call device); heating and air conditioning; painting; floor covering, and kiosks (if applicable). The agreement shall also specify the basic terms of tenancy, including rent (\$1/year), hours of operation, and respective responsibilities for maintenance and security.

6. Prior to signature set approval the following revisions shall be made and/or information provided for staff review and approval:

- a. Details and specifications for all site furnishings including lighting, seating, fountains, trash receptacles, banner flag poles, bike racks, walls, fences, hand rails, signage, planters, urns, trellises, etc. shall be added to the plans. Soil mix specifications shall also be added.
- b. Details and specifications for the required bus shelter shall be added to the plans.
- c. A sidewalk shall be provided in the landscape island in the southeast section of the site providing a safe path from the parking to the retail stores.
- d. The applicant shall provide written documentation that the required Reciprocal Easement and Maintenance Agreement for the buffer has been recorded among the Land Records of Montgomery County.
- e. A sidewalk shall be provided for access from the parking lot located on parking level 312 to the sidewalk on Wisconsin Circle. The plans shall also indicate that direct access will be provided to the drug store from this level, and will clearly indicate that no access is provided from the parking area to the lobby for the proposed medical office.
- f. Details and specifications shall be provided which demonstrate that all trees planted over top of structure will have adequate soil volume, irrigation and drainage.
- g. Tree protection fencing shall be provided to protect the existing trees along Western Avenue. A licensed arborist shall be consulted to determine if any additional measures such as fertilization, pruning, spraying, etc. are necessary to ensure the health of the trees. The recommendations shall be reviewed by the staff arborist and included on the plans.
- h. A five-foot-high masonry wall shall be provided between the sidewalk providing pedestrian access from Western Avenue to the Grocery Store to screen views of the loading area. Additional planting shall be provided on the west side of the building.
- i. The loading area shall be decreased in width to the minimum necessary to accommodate two trucks.
- j. Details shall be provided which demonstrate that all elevator shelter/buildings located in the parking lot shall have a fieldstone façade.
- k. An elevator, sized to accommodate customers with grocery store shopping carts, and a set of stairs shall be provided within the footprint of the building to facilitate and insure direct and convenient public access between the grocery store level and the drugstore below. The elevator and stairway shall be located so as to be visible and convenient to the general public including users enroute from the metro station.
- l. All streetscape elements for Western Avenue and Wisconsin Avenue shall be coordinated with the New England Development (Hecht's) site plan in an effort to provide a consistent streetscape within Friendship Heights. The details for the bike path/sidewalk along Western Avenue shall also be coordinated with DCDOT.

- m. Street trees along Wisconsin Avenue, Western Avenue, Wisconsin Circle and Montgomery Street shall be a minimum of 4½" in caliper at the time of planting.
 - n. The focal point tree proposed at the terminus of the walkway in the parking lot shall be a minimum of 6" in caliper at the time of planting.
 - o. The sidewalk on the south side of Wisconsin Circle shall be widened to a minimum of eight feet in width. The sidewalk shall include special paving consistent with the existing paving. The vehicular pull-off at the building entrance shall also be reconstructed using special paving. In addition, specially paved crosswalks shall be extended across each existing driveway with handicap sidewalk ramps, in a further effort to improve the pedestrian environment along Wisconsin Circle.
 - p. A minimum of six flag poles with banners shall be provided on each side of Wisconsin Circle. Details of the flag poles shall be provided on the signature set. The applicant shall provide a program for changing the banners seasonally, the details of which shall be included in the site plan enforcement agreement.
 - q. Power supply shall be provided in Johnston Park to support park events.
 - r. A lighting distribution plan shall be submitted with details and specifications which demonstrate that the light levels in the surface parking lot do not exceed IESNA standards.
 - s. All parking ingress/egress control islands shall include special treatment.
 - t. The sidewalk on the western side of the existing Clyde's restaurant shall be widened to the extent possible and shall in no case be narrower than indicated on the submitted plans.
7. Loading for the grocery and drug store shall be fully enclosed within the footprint of the building and completely screened from view at all times by a closed door. Parked and/or idling vehicles (including storage and queuing of vehicles) shall not be permitted to remain outside of the building in the loading dock maneuvering area.
8. All trash collection and storage areas shall be located completely within the building.
9. The Greenway Buffer Maintenance Agreement shall be part of the Site Plan Enforcement Agreement.
10. The Site Plan Enforcement Agreement with the Planning Board shall include language insuring that parking lot restrictions pertaining to proper use of Kiss & Ride spaces only by Metro users (as set forth in binding element of G-775) and the use of other parking spaces by customers of on-site retail businesses, tenants or visitors of on-site offices (pursuant to binding condition no. 13 of G-775) will be strictly enforced.
11. The special pavement to be used in the curb-side activity lane, cross walks, and in the median of Wisconsin Circle shall be determined prior to signature approval of the plans, subject to approval by MCDPW&T. Additional consideration shall be given to features which can be used to deter mid-block pedestrian crossings and shall be provided by the Applicant. Such features may include, but shall not be limited to the following: ornamental fencing and walls, dense planting, grading, irregular surface treatment that discourages/prohibits walking, etc.
12. The Applicant shall provide 4-6 shade trees within the Wisconsin Avenue median as part of the public/private participation agreement with MDOT. The tree species, size and location shall be determined in coordination with MDOT and MCDPW&T.

13. A Kiosk shall be provided by the Applicant within, or just outside of the Transit Store. The details of the Kiosk shall be provided on the plans and approved by MCDPW&T, Commuter Services Division.
14. Should there be a lapse of twelve (12) months between the occupancy of the buildings on the CBD portion of the site and a construction start on the TS-M zoned portion of the project, the streetscape along the TS-M zoned Wisconsin Avenue frontage must be completed within the next planting season.
15. The applicant shall ensure that activities conducted on the subject property will be in conformance with the standards of the County's Noise Ordinance and will be conducted in a manner that is compatible with the adjacent residential neighborhoods, and is safe, efficient and attractive.
16. Conditions 3-5, 7, 8, and 11-15 shall be included as stipulations in Exhibit A-2 of the Site Plan Enforcement Agreement.

C. Site Plan No. 8-01021

Based on the above findings, the Montgomery County Planning Board APPROVES Site Plan No. 8-01021 for 24,000 gross square feet of office and 71,000 gross square feet of retail, and 17,000 gross square feet of restaurant use, subject to the following conditions:

1. Standard Conditions dated October 10, 1995, Appendix A
2. Conditions of M-NCPPC Transportation Planning Division memo dated May 24, 2001, attached in Appendix C.
3. Prior to signature set approval the following revisions shall be made and/or information provided for staff review and approval:
 - a. Details and specifications for all site furnishings including lighting, seating, fountains, trash receptacles, banner flag poles, bike racks, walls, fences, hand rails, signage, planters, urns, trellises, etc. shall be added to the plans. Soil mix specifications shall also be added.
 - b. The applicant shall provide written documentation that the required Reciprocal Easement and Maintenance Agreement for the buffer has been recorded among the Land Records of Montgomery County.
 - c. Details and specifications shall be provided which demonstrate that all trees planted over top of structure will have adequate soil volume, irrigation and drainage.
 - d. Details shall be provided which demonstrate that all elevator shelter/buildings located in the parking lot shall have a fieldstone façade.
 - e. All streetscape elements for Western Avenue and Wisconsin Avenue shall be coordinated with the New England Development (Hecht's) site plan in an effort to provide a consistent streetscape within Friendship Heights.
 - f. Street trees along Wisconsin Avenue, Western Avenue, Wisconsin Circle and Montgomery Street shall be a minimum of 4½" in caliper at the time of planting.

- g. The focal point tree proposed at the terminus of the walkway in the parking lot shall be a minimum of 6" in caliper at the time of planting.
 - h. Power supply shall be provided in Farr Park to support park events.
 - i. A lighting distribution plan shall be submitted with details and specifications which demonstrate that the light levels in the surface parking lot do not exceed IESNA standards.
 - j. All parking ingress/egress control islands shall include special treatment.
 - k. The wall along the sidewalk located on the east side of the truck loading dock ramp shall be fieldstone.
 - l. A sidewalk with special paving shall be extended across the entrance to the service drive/ramp located along the south side of Montgomery Street.
4. The Greenway Buffer Maintenance Agreement shall be part of the Site Plan Enforcement Agreement.
5. The Site Plan Enforcement Agreement with the Planning Board shall include language insuring that parking lot restrictions pertaining to proper use of Kiss & Ride spaces only by Metro users (as set forth in binding element of G-775) and the use of other parking spaces by customers of on-site retail businesses, tenants or visitors of on-site offices (pursuant to binding condition no. 13 of G-775) will be strictly enforced.
6. The applicant shall ensure that activities conducted on the subject property will be in conformance with the standards of the County's Noise Ordinance and will be conducted in a manner that is compatible with the adjacent residential neighborhoods, and is safe, efficient and attractive.
7. Condition 6 shall be included as a stipulation in Exhibit A-2 of the Site Plan Enforcement Agreement.

APPENDIX A: STANDARD CONDITIONS OF APPROVAL DATED 10-10-95:

The following Standard Conditions apply to both 8-01013 and 8-01021

1. Submit a Site Plan Enforcement Agreement and Development Program for review and approval prior to approval of the signature set as follows:
 - a. Development Program to include a phasing schedule as follows:
 - 1) Streets tree planting must progress, as street construction is completed, but no later than six months after completion of the units adjacent to those streets.
 - 2) Landscaping associated with each parking lot and building shall be completed as construction of each facility is completed.
 - 3) Pedestrian pathways and seating areas associated with each facility shall be completed as construction of each facility is completed.
 - 4) Clearing and grading to correspond to the construction phasing, to minimize soil erosion.
 - 5) Coordination of each section of the development and roads.

- 6) Phasing of dedications, stormwater management, sediment/erosion control, recreation, forestation, community paths, trip mitigation or other features.
 - b. Site Plan Enforcement Agreement to delineate transportation management program.
2. Signature set of site, landscape/lighting, forest conservation and sediment and erosion Control plans to include for staff review prior to approval by Montgomery County Department of Permitting Services (DPS):
 - a. Limits of disturbance.
 - b. Methods and locations of tree protection.
 - c. Conditions of DPS Stormwater Management Concept approval
 - d. Note stating the M-NCPPC staff must inspect tree-save areas and protection devices prior to clearing and grading.
 - e. The development program inspection schedule.
3. Forest Conservation Plan shall satisfy all conditions of approval prior to recording of plat and DPS issuance of sediment and erosion control permit.
4. No clearing or grading prior to M-NCPPC approval of signature set of plans.