



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

November 24, 2008

MEMORANDUM

TO: Robert Kronenberg, Supervisor
Development Review Division

VIA: Shahriar Etemadi, Supervisor *DKH for*
Transportation Planning Division

FROM: Cherian Eapen, Planner/Coordinator *CE*
Transportation Planning Division
301-495-4525

SUBJECT: Site Plan No. 820080210
Adventist Healthcare, Inc.
Washington Adventist Hospital – Hospital Replacement Project
Proposed 803,570 SF Hospital including Ambulatory Care Building, Faith Center,
Medical Office Buildings, and Parking Structures
Parcels BB, CC, RR, SS, and MMM, West*Farm Technology Park
Plum Orchard Drive
Fairland Master Plan
Fairland/White Oak Policy Area

This memorandum presents Transportation Planning staff's review of the site plan by Adventist Healthcare, Inc. ("Applicant") to construct a 803,570 square-foot hospital on Parcels BB, CC, RR, SS, and MMM of West*Farm Technology Park along Plum Orchard Drive.

STAFF RECOMMENDATIONS

Transportation Planning staff recommends that the Applicant satisfy the following condition:

- Limit development on the property as part of this site plan to a total built density of 803,570 square-feet, including a main hospital building, an ambulatory care building, a faith center, two medical office buildings, two parking structures, and a helipad. No additional uses may be permitted on the property.

DISCUSSION

Property Location, Area Land Uses, Proposed Use, Access, Transit Facilities

Washington Adventist Hospital is proposing relocation to a property consisting of Parcels BB, CC, RR, SS, and MMM located to the southwest of Cherry Hill Road/Plum Orchard Drive intersection in Fairland. The property is located within the West*Farm Technology Park, which has a mix of uses including office, retail, hospitality, institutional, industrial, and warehousing. It is also in close proximity to residential uses to the east side of Cherry Hill Road, including a large age-restricted community.

The planned Washington Adventist Hospital campus will have a total built density of 803,570 square-feet and will include the main hospital building, an ambulatory care building, a faith center, two medical office buildings, two parking structures, and a helipad.

Vehicular access to and from the planned hospital is proposed via three driveways off Plum Orchard Drive. Plum Orchard Drive is a U-shaped roadway between Cherry Hill Road and Broad Birch Drive to the back of Orchard Center. This roadway is currently built to master plan recommendations within an 80-foot right-of-way, with four lanes and a sidewalk/tree panel on both sides. The hospital campus can also be accessed from US 29 via Industrial Parkway and Tech Road, both roads connecting to Broad Birch Drive.

Primary access to the hospital building from Plum Orchard Drive is proposed via Private Street A/South Entrance Drive, located to the southeast corner of the property. This driveway will lead patients and visitors to the Main Hospital Building/Ambulatory Care Building, Medical Office Building-1, and the South Parking Garage. The Applicant is proposing to construct Private Street A to public street standards (with a minimum right-of-way width of 60 feet) such that this roadway could be connected to the adjacent Percontee property when that property develops in the future. Further north is a second entrance to the campus, the Service/Ambulance Drive, dedicated for Emergency Department and service vehicles. The proposed on-site helipad will be accessed via this driveway. Approximately 800 feet north of the South Entrance Drive is the North Entrance Drive, which will serve Medical Office Building-2 and the North Parking Garage. The northern parking garage will be used primarily by employees.

Several Metrobus C, R, and Z routes and RideOn Route 10 serve this area and have stops along Plum Orchard Drive, Broad Birch Drive and Cherry Hill Road. The Applicant is also committing to support and enhance public transit in the immediate area through several amenities.

Adequate Public Facilities Review

The Planning Board at its April 24, 2008, hearing, prior to acting on the special exception petition associated with the hospital project, voted to grant an extension of Adequate Public Facilities (APF) finding for Preliminary Plans No's 119820680, 119910390, and 119910380 to July 25, 2013 (corresponding to Parcels BB, CC, RR, SS, and MMM), consistent with Section 50-20(c)(9)(B) of the Montgomery County Code, Article III of the Subdivision Regulations. The above

extension established 722,357 square-feet of office density on the referenced parcels. As long as built density on the site generate fewer trips than the trip envelope associated with this approved density, a new APF finding (and hence LATR and/or PAMR tests) will not be required for the site.

The vested 722,357 square-feet of office density (per the APF Extension) is estimated to generate 1,212 total peak-hour trips during the weekday morning peak period and 1,080 peak-hour trips during the weekday evening peak period. The proposed 803,570 square-foot hospital is estimated to generate 964 peak-hour trips during the weekday morning peak period and 948 peak-hour trips during the weekday evening peak period. The proposed hospital is thus estimated to generate 248 less trips during the morning peak-hour and 132 less trips during the evening peak-hour. The above presented in Table A.

**TABLE A
TRIP GENERATION COMPARISON BETWEEN
VESTED DENSITY AND PROPOSED HOSPITAL**

Trip Generation	Morning Peak-Hour Total Trips	Evening Peak-Hour Total Trips
722,357 SF Office 803,570 SF Hospital	1,212 964	1,080 948
Difference	248	132

Site Plan Review

The Applicant, as conditioned by the special exception granted for the proposed hospital, is working in coordination with Planning Department staff and other County agencies on the following:

1. **Special Exception Condition No. 5b – “The Applicant must complete and submit to Montgomery County Department of Transportation (DOT) conceptual designs for the road improvements and other installations, including signal warrant studies, at least 45 days in advance of the Planning Board’s public hearing on the Applicant’s Site Plan...Final design drawings for the road improvements and other installations must be submitted to all relevant permitting agencies prior to the release of building permits for the hospital.”**

The Applicant has submitted conceptual designs for road improvements and other installations including signal warrant studies to DOT on or before September 8, 2008, well over 45 days in advance of the Planning Board’s public hearing on the Applicant’s Site Plan hearing date as required above (See Attachment No. 1 – Transmittal Letter to DOT). As of October 3, 2008, DOT has approved traffic signals proposed by the Applicant (See

Attachment No. 2 – email from DOT) for the following intersections:

- a. Plum Orchard Road/Broad Birch Drive,
- b. Plum Orchard Road/South Main Entrance to the Hospital (Private Street A), and
- c. Broad Birch Drive/Tech Road.

A formal confirmation letter on the above is expected from DOT in the near future.

2. **Special Exception Condition No. 5d – “Provide hospital-oriented employee shuttle(s) for main shift employees to and from the Metrorail system for a total of 10 years from the date the hospital opens to the public or until an earlier date if the Planning Board determines that area transit service adequately meets the needs of these employees. The details of the shuttle operation (routes, locations, headway, etc.) must be determined at the time of Site Plan.”**

The Applicant is working with Planning Department staff, DOT staff, and the People’s Counsel, and has incorporated details of the employee shuttle operation into a broad Transportation Management Agreement (TMA) (see Attachment No. 3) to be executed by the Applicant, the Planning Board and DOT. Staff notes that deviation from Special Exception Condition No. 5d (regarding providing employee shuttle to and from the Metrorail system) was deliberate and based upon Hospital's survey of its current employees and their anticipated commuting patterns to and from the new Hospital. During TMA discussions, staff and the People's Counsel agreed on a shuttle route between the existing Takoma Park campus and the new West*Farm hospital campus in lieu of a shuttle between the new Hospital and the Metrorail system as was anticipated during the special exception. Staff believes that the TMA provides adequate flexibility in making modifications to the shuttle route to include Metrorail stops if employee commuting patterns warrant a change in the future. Additionally, staff note that WMATA and RideOn will be providing service along Plum Orchard Road, Broad Birch Drive, and Cherry Hill Road, and could also provide the necessary connections between the Hospital and area Metrorail stations.

3. **Special Exception Condition No. 5e – “The applicant shall submit a Memorandum of Understanding (MOU) to implement a Transportation Management Program (TMP) for the proposed hospital at the time of Site Plan. The applicant, the Maryland-National Capital Park and Planning Commission and the Department of Transportation shall each be signatory parties on the MOU for the TMP for this project. The MOU and TMP must be finalized and entered into prior to the release of building permits for the proposed hospital and/or any other on-site building.”**

See Attachment No. 3. The Applicant is working with Planning Department staff, DOT staff, and the People’s Counsel on details of a broad Transportation Management Agreement (TMA) to be executed by the Applicant, the Planning Board, and DOT.

4. **Special Exception Condition No. 5f – “The applicant must submit a vehicular/non-vehicular circulation plan for the campus at the time of Site Plan for review by the**

Transportation Planning staff, DOT, and the Montgomery County Department of Permitting Services (DPS).”

The Site Plan for the proposed Washington Adventist Hospital provides for adequate vehicular and non-vehicular access to the hospital and internal connecting roadways. It also provides for adequate non-vehicular access into the campus from Plum Orchard Drive (to the front of the hospital) and from Bournefield Way (to the rear of the hospital). The plan proposes adequate internal pedestrian connections between on-site buildings, structures, and amenities. With the roadway/intersection improvements that are being finalized and installation of several non-auto transportation facilities in the vicinity of the hospital to enhance non-auto accessibility to the hospital (as required by the special exception approval conditions), staff find that the proposed hospital will be adequately served by public facilities. The project will not reduce safety to vehicular or non-vehicular traffic in the area.

- 5. Special Exception Condition No. 5g – “Construct a multi-bus pulloff facility(s) with canopy structure(s) in the vicinity of the hospital site...The location and conceptual design details for the facility(s) shall be resolved at the Site Plan stage.”**

The Applicant has been working diligently with Planning Department staff and DOT staff to finalize the location and conceptual details of a multi-bus pull-off facility with a canopy structure along Plum Orchard Road in the vicinity of the hospital. A final design (See Attachment No. 4) was submitted by Applicant to DOT staff on November 12, 2008, as required by the above condition.

- 6. Special Exception Condition No. 5l – “Provide bike lockers and bike racks on the hospital campus as required by the Montgomery County Code. The bike locker and bike rack locations must be determined and finalized at the time of Site Plan.”**

The Applicant is providing 108 bicycle spaces, including 20 bike lockers on the hospital campus, well in excess of the 40 spaces required by the Code. Staff finds the location of bike lockers and bike racks as provided in the Site Plan to be adequate.

CE:tc
Attachments

cc: Dan Hardy
Tom Autrey
Chuck Kines
Khalid Afzal
Piera Weiss
Greg Leck
Sarah Navid
Eric Foster
Victor Weissberg

Bob Simpson
Sandra Brecher
Deanna Archey
Philip McLaughlin
Corren Giles
Wes Guckert
William Kominers
Robert G. Brewer, Jr.
Martin L. Grossman

mmo to RK on WAH Site Plan.doc



Corporate Office
Baltimore, MD

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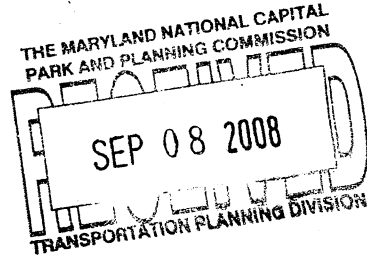
Other Office Locations

Delmarva Region
Virginia

MEMO

Attachment No. 1

TO: Greg Leck
FROM: Wes Guckert
DATE: September 8, 2008
RE: Washington Adventist Hospital
Off-Site Road Improvements
Montgomery County, Maryland
Our Job No.: 2006-0516



Greg, here are eight (8) copies of the Plan that detail the conceptual road improvements for the intersections to be improved based upon the Special Exception.

We believe the plans accurately reflect existing conditions with existing curb lines, sidewalks, tree panels, and right-of-way. These base conditions were prepared by Steve Tawes and his team at LSA.

We have provided you with Traffic Signal Warrant Analyses in our Traffic Study and hope that your staff is reviewing the need for signalization at Broadbirch Drive & Plum Orchard Drive and the Entrances to the Hospital. We hope that in very short order, we can receive comments back from your office indicating where traffic signals may be requested to be installed.

We are working as much as possible within the existing right-of-way and have shown narrowing some lanes to 11 ft.

We have taken advantage of the tree panels and removed them to avoid buying right-of-way.

Please review these plans and provide us with comments or, in the alternative, to speed the process, we would like to meet with you and your team to review the plans.

JWG:smb

cc: Dan Hardy (1) (UPS/Ground)
Shahriar Etemadi (1) (UPS/Ground)
Cherian Eapen (1) (UPS/Ground)
Geoff Morgan (2) (UPS/Ground)
Steve Tawes (2) (UPS/Ground)
Robby Brewer (1) (UPS/Ground)
Bill Kominers (1) (UPS/Ground)
Paul
Marty

(F:\2006\2006-0516\Wp\Leck.doc)
(UPS/Ground)

From: Leck, Gregory [Greg.Leck@montgomerycountymd.gov]
Sent: Friday, October 03, 2008 5:21 PM
To: Wes Guckert; Geoffrey Morgan; stawes@lsassociates.net; dpino@lsassociates.net; Brewer, Robert G.; O'Neil, Patrick L.; william.kominers@hkllaw.com; Etemadi, Shahriar; Eapen, Cherian; Tesfaye, Elsabet; Kronenberg, Robert
Cc: Wolanin, Emil; Mangum, Bruce; Lees, Fred; Bilgrami, Khursheed; Farhadi, Sam; Adam Davis (E-mail); Duhamel, Linda; Salihi, Dewa; Navid, Sarah; Contreras, Christina
Subject: Washington Adventist Hospital: developer-proposed traffic signals have been approved by DOT

Hello everyone,

This message is to advise you that the developer-proposed signals at the intersections of:

- o Broadbirch Drive/Tech Road
- o Broadbirch Drive/Plum Orchard Road
- o Plum Orchard Road/South Main Entrance to the Hospital

have been approved by DOT. We expect to send out a formal confirmation letter in the near future.

Greg

OCT 14 2008

TRANSPORTATION MANAGEMENT AGREEMENT

Washington Adventist Hospital

DEVELOPMENT REVIEW

THIS TRANSPORTATION MANAGEMENT AGREEMENT ("Agreement"), is made this _____ day of _____, 2008, by and among (a) ADVENTIST HEALTHCARE, INC., doing business as Washington Adventist Hospital (the "Applicant"), its successors and assigns; (b) MONTGOMERY COUNTY, Maryland, by and through the DEPARTMENT OF TRANSPORTATION ("DOT"); and (c) MONTGOMERY COUNTY PLANNING BOARD OF THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION ("Planning Board"), a Maryland Bi-County public body corporate.

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties:

A. The Applicant is the owner of a certain 48.86 acre tract of land, located on the west side of Plum Orchard Drive, approximately 1,200 feet west of its intersection with Cherry Hill Road and 400 feet south of its intersection with Broadbirch Drive, in Silver Spring, Montgomery County, Maryland (the "Property").

B. The Applicant's proposed development of approximately _____ gross square feet of hospital (the "Project") on the Property necessitated approval of a special exception by the Montgomery County Board of Appeals (the "Board of Appeals") and a site plan by the Planning Board. The Applicant, therefore, submitted an application for Special Exception, which was captioned Special Exception No. S-2721 (the "Special Exception") and an application for Site Plan, which was captioned Site Plan No. 820080210 (the "Site Plan").

C. On XX, 2008, the Board of Appeals approved the Special Exception for the Project, which requires the Applicant to implement a Transportation Management Program ("TMP") as part of the Site Plan process. Attached hereto as **EXHIBIT A** is a copy of the Board of Appeals' Resolution for the Special Exception dated XX, 2009 (the "Special Exception Resolution").

D. The TMP is not required in order to meet capacity standards of the Adequate Public Facilities Ordinance because the Property has an existing and valid Adequate Public Facilities approval for 722,357 square feet of office use (or its traffic generation equivalent), which amount is greater than the proposed _____ square feet of hospital use. The TMP is provided as a part of the Site Plan review process, in order to comply with a condition of the Special Exception approval.

E. On XX, 2009, the Planning Board approved the Site Plan for the Project. Attached hereto as **EXHIBIT B** is a copy of the Planning Board's Resolution for the Site Plan dated XX, 2009 (the "Site Plan Resolution").

F. The Site Plan Resolution contains the following requirement of the Applicant:

1. Cite requirements that relate to the TMP
-
-

NOW, THEREFORE, in consideration of the above Recitals, each of which is made a part of this Agreement and for good and valuable consideration, the receipt and sufficiency of which each of the parties hereto acknowledges, and intending to be legally bound thereby, the parties hereby agree to the following in compliance with the above requirements:

1. Commencement. The obligations and requirements set forth in this Agreement will commence upon issuance of the first use and occupancy permit for the Project ("Initial U&O"), unless otherwise specified herein. The Applicant will notify DOT and the Planning Board upon the filing of an application for Initial U&O.

2. TMP Goal. The goal of the TMP is to have at least 10% of the main shift employees arrive at the Project outside of the peak periods (6:30 – 9:30 AM and 4:00 – 7:00 PM) or through means other than single-occupancy-vehicles ("TMP Goal"). The Applicant will have three years from Initial U&O to attain the TMP Goal. In the fourth year following the Initial U&O, the Planning Board, after receipt of recommendations from DOT, may adjust the TMP Goal from 10% to up to 14% of the main shift employees if, on average, more than 11% of main shift employees have been meeting the TMP Goal during the preceding two years. Under such circumstances, the TMP Goal may not be raised more than 1% above the average number of main shift employees who have meeting the TMP Goal during years 2-3 following the Initial U&O. Any such change is an amendment to this Agreement.

3. Appointment of Transportation Benefits Coordinator. The Applicant will designate in writing a Transportation Benefits Coordinator (the "TBC") to assist employees in exercising commuting options and to serve as the primary TMP contact for the Project. The Applicant will notify DOT and the Planning Board in writing of the designated TBC, within one month of Initial U&O, and any subsequent change in the TBC or his/her contact information.

4. Activities of TBC. The TBC is responsible for coordinating, monitoring and completing TMP obligations for the Project on behalf of the Applicant. The duties of the TBC include, but are not limited to, the following:

- (a) Promotional Programs. The TBC will cooperate with staffs from DOT and the Planning Board on an ongoing basis to conduct promotional activities and information distribution for all elements of the TMP at the Project. Such activities may include facilitating access by DOT staff to employees, contractors and visitors, including opportunities for periodic on-site promotional events for purposes of informing and educating about available

transportation alternatives, programs and services; maintaining the Project's transportation/transit information displays; coordinating with the Applicant's human resources office to provide information and incentives for employee use of alternative commuting modes; distributing "Welcome Packets" to new employees that include site-specific transit-related information; providing carpool matching for employees; supporting a "transportation information" section within the Applicant's website, including details of the current TMP with links to www.rideonbus.com, www.WMATA.com and other commuter assistance websites; and implementing a transit-awareness program regarding information about current transit/ridesharing opportunities that will be directed to existing employees and held four times per year. The TBC will attend periodic meetings and training sessions held by DOT and, if reasonable, other local or regional agencies that are related to performance of these duties and coordination with other traffic mitigation programs. The Applicant will ensure that all activities required of the TBC will be supported by reasonably adequate budgetary allocations so that efforts to help meet the TMP Goal are feasible.

(b) Displays. The Applicant will provide two permanent transportation/transit information displays on the Property, one in a highly visible area convenient for employee access, the other in the public lobby or other prominent and highly used location by visitors ("Visitor Display"), with information about the TMP and other transportation and transit alternatives (including information provided by the Montgomery County Commuter Services Section of DOT, WMATA and Ride On). The displays may contain real-time information on the arrival and departure of the employee shuttle bus. The displays may also contain real-time information on the arrival and departure of Metro and Ride On buses pursuant to Section ____ of the Special Exception Resolution, which states as follows:

Prior to the issuance of the building permit for the hospital and/or any other on-site building, Applicant shall pay the County \$40,000 for the future installation of two real-time transit information signs to be installed in the vicinity of the site. Applicant will be responsible for installing the necessary equipment, conduit, electrical connections, etc. to allow the County to install one real-time transit information sign each in the hospital and in the canopy structure once that program becomes operational. Applicant will grant necessary permission to allow County staff to access and maintain the real-time transit information sign, if one is installed within the hospital as proposed. [NOTE: This language comes from Section 5(k) of the Hearing Examiner's recommended conditions of approval. The actual language may be changed as per the Special Exception Resolution].

The location of such real time information signs will be established in coordination with DOT staff. At, or in the vicinity of, the Visitor Display, the Applicant will also provide free phone(s) for such taxi services as DOT advises. The location of the displays herein referenced will be determined in coordination with staffs for DOT and the Planning Board and installed within six months of Initial U&O.

(c) Emergency Transportation. The TBC will promote any emergency ride home programs that are available in the region to employees who carpool, vanpool, use transit, or use other commute options.

(d) Surveys. The TBC, in cooperation with DOT, will use good faith, commercially reasonable efforts to obtain 50% participation in the County's annual commuter survey from among the main shift employees within the Project, using an instrument provided by DOT. The survey will be conducted of transportation choices and related information.

5. Employee Shuttle. The Applicant will provide a hospital-operated employee shuttle for main shift employees to and from Applicant's other campus in Takoma Park, Maryland for a total of ten years from Initial U&O or until such earlier date that the Planning Board determines that the area public transit service adequately meets the needs of the employees. Because employee commuting needs, patterns and locations may change over time, the Applicant may alter the shuttle program to address these changing circumstances. No material change in the shuttle program may be implemented without the written consent of DOT and Planning Board staffs and the modification in writing of the shuttle program description. The current shuttle program description is attached hereto as EXHIBIT C. Modification of the shuttle program description does not require an amendment of this Agreement, but the written modification is deemed incorporated herein as a modification by substitution of EXHIBIT C.

6. Employee Parking. The Applicant will implement pay parking for its employees at price points that are appropriate to discourage the use of single-occupancy-vehicles to commute to the Project. The price points will be determined in cooperation with the staffs for DOT and the Planning Board. In addition, the Applicant will provide priority carpool and vanpool spaces to its employees who travel to the Project in groups of two or more. These spaces will be provided at highly visible and desirable locations within the employee parking garage.

7. Bicycle Parking. The Applicant will provide bicycle parking spaces in the manner, including numbers and locations, set forth in the Site Plan Resolution and the Certified Site Plan. No charges or fees will be imposed for bicycle parking.

8. Car Sharing. Within two years of Initial U&O and if desired by a viable car sharing company, Applicant will provide two car sharing spaces in order to promote the use of car sharing as an alternative to individual auto ownership. These spaces will be located in a highly visible and preferred location within the employee parking garage. In the event the spaces are not (or cease to be) desired by a viable car sharing company, this car sharing requirement will terminate.

9. Showers. The Applicant will provide shower facilities for use by its employees who bicycle, walk or otherwise travel with physical exertion to the Project.

10. Live Near Your Work. Applicant will cooperate with DOT staff's marketing efforts designed to encourage Applicant's employees to purchase or rent housing in nearby

residential communities, in order to increase the number of employees walking, biking or busing to work.

11. County Information. Upon Applicant's request, and to the extent feasible within the constraints of staff and fiscal resources, DOT will respond to inquiries from the Applicant regarding available transportation systems and facilities and will provide the Applicant with any existing information, including printed and/or electronic materials, which DOT may have concerning Ride On Bus, Metrobus, Metrorail, MARC, Share-A-Ride, and any other public transportation systems or carpool and vanpool matching services now or hereafter serving the Property, in quantities sufficient to allow the Applicant to distribute to its employees. When such materials are provided, the Applicant will disseminate them as set forth in this Agreement.

12. Monitoring. Applicant will conduct semi-annual monitoring for two years following Initial U&O to document progress toward achieving the TMP Goal. Subsequent monitoring will be on an annual basis. Monitoring will be conducted by an independent professional, approved by Planning Board staff and experienced in the collection and interpretation of transportation, transit utilization and commuting data. Monitoring data and analysis will be included in the summary report required under Section (g) below.

13. Summary Report. The Applicant will provide, on a semi-annual basis for two years following Initial U&O, a summary report (1-2 pages) to DOT and the Planning Board, with a copy to the Community Liaison Committee (established pursuant to Section ___ of the Special Exception Resolution). Subsequent summary reports will be issued on an annual basis. Each summary report will outline the TMP program and activities conducted since the last summary report, including the pricing of employee parking, the percentage of main shift employees arriving at the Project outside of the peak periods or through means other than single-occupancy-vehicles, the data collection techniques and calculation methods regarding this percentage and the name and contact information for the current TBC. The outline for the initial summary report will be coordinated with the staffs for DOT and the Planning Board in advance of the first summary report.

14. Enforcement. If the Applicant, successors and/or assigns fails to comply with the terms and conditions of this Agreement, including the TMP Goal, the Planning Board, after receipt of recommendations from DOT, will provide written notice to the Applicant of non-compliance and allow the Applicant six months to cure. If the Applicant fails to cure the non-compliance after such notice, the Planning Board will require the Applicant to provide an action plan to cure. The action plan may include some or all of the following actions:

- Alter main shift employee schedules to lessen the number of employees arriving at the Project during the peak periods;
- Modify hospital-operated employee shuttle to attract more main shift employees;
- Provide economic incentive, including transit subsidies, to encourage main shift employees not to use single-occupancy vehicles; and/or

- Enhance availability of and access to emergency transportation options.

The Planning Board and DOT will jointly review and approve the action plan. If after one year, implementation of the approved action plan fails to bring the Applicant into compliance with the Agreement, the Planning Board may hold a public hearing to renegotiate the terms of this Agreement and issue more stringent requirements to meet the TMP Goal.

15. Duration. Except where otherwise noted, the provisions of this Agreement will continue in force in perpetuity or until the Planning Board evaluates, after receipt of recommendations from DOT, the progress of the program and determines that components of the program, in whole or in part, are no longer appropriate or necessary.

16. Applicant's Obligations. The obligations of the Applicant under this Agreement will apply only during the period when it is the fee simple owner of the Property or any part thereof and only to land it leases or owns. At such time as the Applicant ceases to own a fee simple interest in the Property or any part thereof or ceases to be a lessee, the obligations and liabilities thereafter accruing (but not any accrued and unperformed obligations and liabilities) will be the obligations of Applicant's successors and/or assigns, to the extent permitted by law, provided Section 17 below has been satisfied.

17. Assignment. This Agreement is assignable to a successor in interest, in whole or in part, by the Applicant, without the consent of the Planning Board or Montgomery County. Performance obligations under this Agreement may also be assigned by the Applicant to an affiliate of third party without the consent of the Planning Board or DOT. The Applicant's successor in interest or assignee will sign the Assignment form, attached hereto as **EXHIBIT D**, indicating their obligation to be bound by the terms and conditions of this Agreement. A copy of the executed Assignment form will be mailed to the Planning Board and DOT.

18. Notices. All notices and other communications required to be given by any party under this Agreement will be in writing and will be deemed duly given by First Class mail, Postage Prepaid, as follows:

- (a) If to Applicant to:

with a copy to:

Patrick L. O'Neil, Esq.
Lerch, Early & Brewer
Suite 460
3 Bethesda Metro Center
Bethesda, Maryland 20814

- (b) If to the Planning Board to:

Chairman,
Montgomery County Planning Board of The Maryland-National Capital
Park and Planning Commission
8787 Georgia Avenue, Silver Spring, Maryland 20910

with a copy to:

Associate General Counsel
Office of the General Counsel
8787 Georgia Avenue
Suite 205
Silver Spring, Maryland 20910

(c) If to DOT to:

Director,
Montgomery County Department of Transportation
Executive Office Building
101 Monroe Street
10th Floor
Rockville, Maryland 20850

with a copy to:

County Attorney's Office
101 Monroe Street
3rd floor
Rockville, Maryland 20850

(d) If to the People's Counsel to:

Office of People's Counsel
100 Maryland Avenue
226 Counsel Office Building
Rockville, Md. 20850

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements or representations are expressly and specifically set forth in this Agreement.

20. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original but all of which will constitute one and the same Agreement.

21. Amendments/Modifications. Unless otherwise specified herein, this Agreement can be modified only in writing signed by all the parties hereto, their heirs, successors, assigns or their designees hereunder.

22. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Maryland.

23. Recordation. Evidence of the existence of this Agreement will be recorded in the Land Records of Montgomery County. The most current version of the Agreement will be posted on the Applicant's website.

IN WITNESS WHEREOF, the Applicant, the Planning Board and DOT have entered into this Agreement on the day and year first written above.

ATTEST:

ADVENTIST HEALTHCARE, INC., doing
business as Washington Adventist Hospital

By: _____

Name

Title: _____

* * *

STATE OF

*

*

to wit:

*

COUNTY OF

I HEREBY CERTIFY that on this _____ day of _____, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, and that such officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of _____, as a member of the _____.

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

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

ATTEST:

MONTGOMERY COUNTY PLANNING
BOARD OF THE MARYLAND-
NATIONAL CAPITAL PARK AND
PLANNING COMMISSION,
a Bi-County public body corporate

By: _____
Rose Krasnow, Chief
Development Review Division

APPROVED AS TO FORM & LEGALITY

By: _____
Date: _____

* * *

STATE OF

*

*

to wit:

*

COUNTY OF

I HEREBY CERTIFY that on this _____ day of _____, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared Rose Krasnow, known to me (or satisfactorily proven) to be the Chief of the Development Review Division of Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission, a Bi-County public body corporate, and that such Chief, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said Bi-County public body corporate.

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

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

ATTEST

MONTGOMERY COUNTY DEPARTMENT OF TRANSPORTATION

By: _____
Arthur Holmes, Jr., Director

APPROVED AS TO FORM & LEGALITY

By: _____
Date: _____

* * *

STATE OF

*

* to wit:

*

COUNTY OF

I HEREBY CERTIFY that on this _____ day of _____, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ known to me (or satisfactorily proven) to be the Director of the Montgomery County Department of Public Works and Transportation, and that such officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the said Montgomery County Department of Public Works and Transportation in his capacity as aforesaid.

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

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT A

BOARD OF APPEALS RESOLUTION

EXHIBIT B

PLANNING BOARD RESOLUTION

EXHIBIT C

**WASHINGTON ADVENTIST HOSPITAL
SHUTTLE PROGRAM**

September 2008

The Washington Adventist Hospital (“WAH”) Employee Shuttle Program will consist of two buses operating between WAH at Plum Orchard Drive and its Takoma Park campus. Buses will leave each site approximately every half an hour during the AM and PM peak hours. During the AM peak, the first bus will leave Takoma Park at 6:00 am and the last bus will leave WAH at 9:00 am. During the PM peak, the first bus will leave Takoma Park at 2:30 pm and the last bus will leave WAH at 5:30 pm. Initially, the route that buses will travel is via Carroll Avenue, Piney Branch Road, New Hampshire Avenue, Powder Mill Road, Cherry Hill Road, Broadbirch Drive and Plum Orchard Drive.

EXHIBIT D

ASSIGNMENT

_____, successor in interest and/or assignee of _____, hereby agree to be bound by the terms and provisions of the Transportation Management Agreement dated _____ by and among _____, the Montgomery County Department of Public Works and Transportation, and the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission.

* * *

STATE OF

*

to wit:

*

COUNTY OF

*

I HEREBY CERTIFY that on this ____ day of _____, 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, and that such officer, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of _____, as a member of the _____.

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

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]



Loiederman
Soltesz Associates, Inc.

Memorandum

TO: Greg Leck, MCDOT
Deanna Archey, MCDOT
Howard Benn, MCDOT
Phillip McLaughlin, MCDOT
Sandra Brecher, MCDOT
Rose Krasnow, MNCPPC
Tom Autrey, MNCPPC

FROM: Steve Tawes, RLA **STA**

DATE: November 12, 2008

CC: Geoff Morgan, Washington Adventist Hospital
Robert Brewer, Lerch Early and Brewer
William Kominers, Holland and Knight
Wes Guckert, Traffic Group
Shahriar Etemadi, MNCPPC
~~Cherian Eaper, MNCPPC~~
Robert Kronenberg, MNCPPC
Elza Hisel-McCoy, MNCPPC
Theresa Polizzi, LSA

SUBJECT: Washington Adventist Hospital
Bus Turnout Design/Parallel Options
Hospital Main Entrance

LSA No: 1640-03-00

NOV 21 2008

Pursuant to our meeting of September 26, 2008, please find a revised alternative bus turnout design which identifies the following changes:

1. Bus Canopy - A bus canopy has been provided along the main portion of the bus pullout area, and the utility and easement has been adjusted.
2. A similar bus canopy, but smaller has been located diagonally across from the bus turnout.
3. The canopy design will be designed by WAH's architect to incorporate similar design elements of the hospital.

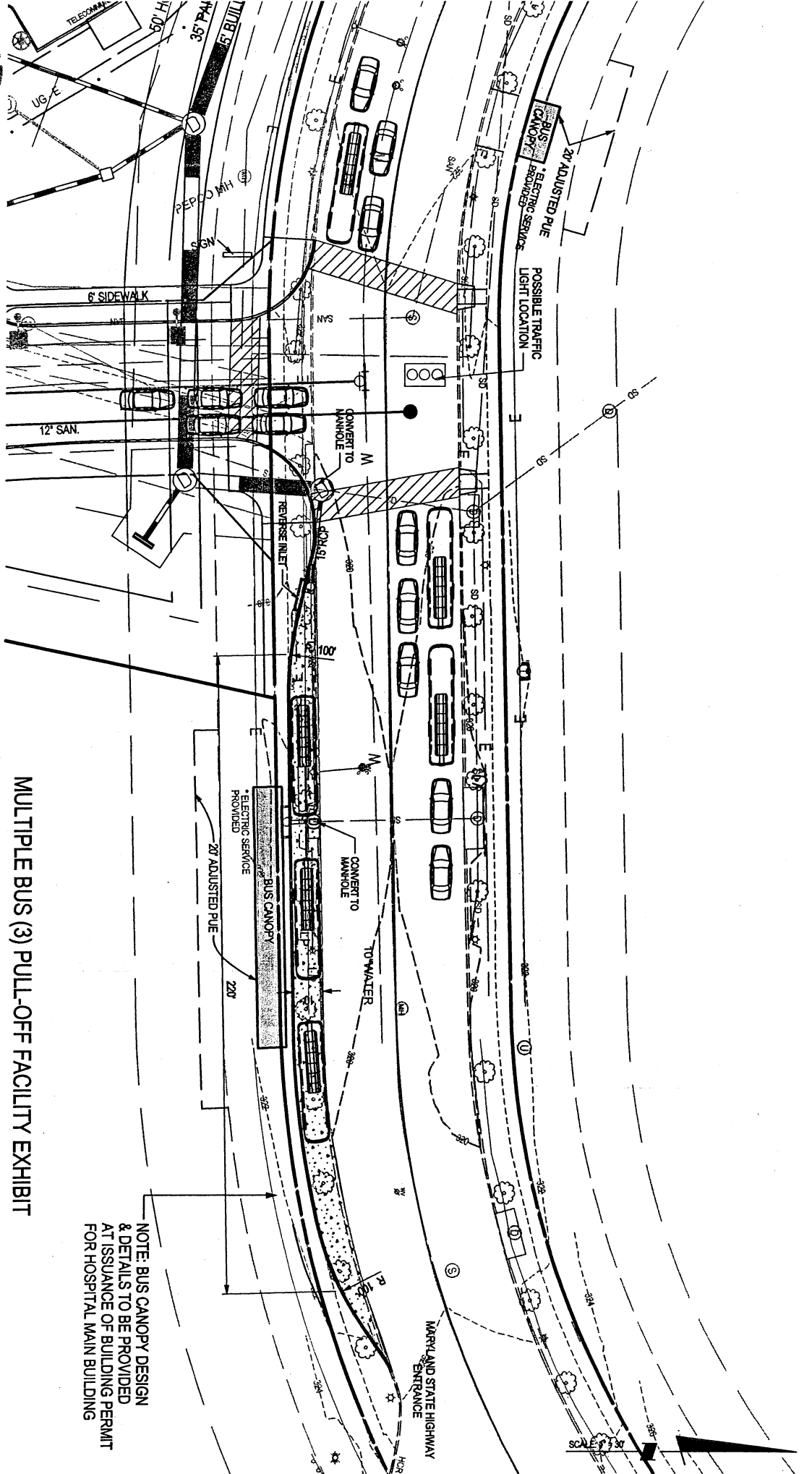
We believe these modifications as described above and represented on the attached Exhibit dated September 26, 2008 conclude the issue on the location and design for the bus turnout at Plum Orchard Drive. This also fulfills the Hospital's special exception condition to resolve the bus facility location during the pendency of the site plan, which will be heard by the Planning Board on December 4.

Please contact me as soon as possible should you have any questions or additional comments.

Enclosures



Loiederman
 Soltesz Associates, Inc.
 2 Research Plaza, Suite 100
 Rockville, MD 20850
 Ph. 301-348-2750



MULTIPLE BUS (3) PULL-OFF FACILITY EXHIBIT
WASHINGTON ADVENTIST HOSPITAL
REPLACEMENT PROJECT

PLUM ORCHARD DRIVE
 SILVER SPRING, MARYLAND 20904

NOTE: BUS CANOPY DESIGN
 & DETAILS TO BE PROVIDED
 AT ISSUANCE OF BUILDING PERMIT
 FOR HOSPITAL MAIN BUILDING