



DEPARTMENT OF TRANSPORTATION

Marc Elrich
County Executive

Christopher Conklin
Director

August 29, 2025

Mr. Phillip Estes, III
The Maryland-National Capital
Park & Planning Commission
2425 Reedie Drive, 13th Floor
Wheaton, MD 20902

RE: Preliminary Plan No. 12020005B
Creekside at Cabin Branch
REVISED LETTER

Dear Mr. Estes:

This letter supersedes the letter dated November 19, 2020, for Preliminary Plan No. 120200050. Comment #4 has been revised as part of this letter. We have completed our review of the revised preliminary plan uploaded to eplans on May 16, 2025. This project has a tentative Planning Board date of September 18, 2025. We recommend approval of the plan, subject to the following comments:

The subject property is fronting the public street maintained by the Maryland State Highway Administration (MDSHA). Therefore, MCDOT does not have any jurisdiction other than the maintenance of the traffic signal and shared-use path. Per Montgomery County Code Chapter 50 Section 4.2, MCDOT shall provide the following recommendations about the subject property per the review of the administrative plan for the attention of the concerned agencies

4. The applicant submitted a signal warrant analysis to MSHA on February 7, 2025, for the site entrance at the intersection of Clarksburg Road (MD 121) and Dowitcher Way. The analysis was reviewed and approved May 19, 2025, and the applicant is required to install a traffic signal. The applicant submitted a Design Review (DR) application and sketch to MDSA on July 2, 2025. MCDOT's November 19, 2020, letter conditioned that the signal be installed prior to the release of the 217th building permit. However, the applicant currently has 268 building permits and 180 use and occupancy permits in hand and would like to continue development.

The applicant has provided the following timeline for the signal approval and application:

DR Approval Expectation: October 2, 2025
Final Engineering Approval Expectation: April 1, 2026
Bonding and Permit Release Expectation: June 1, 2026
Materials approval, Installation, and Operation: January 4, 2027

Office of the Director

101 Monroe Street 10th Floor · Rockville Maryland 20850 · 240-777-7170 · 240-777-7178 FAX
www.montgomerycountymd.gov

Located one block west of the Rockville Metro Station

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MNCP&PC, MCDOT and the applicant agreed that the applicant could continue development by posting a \$326k surety bond for the traffic signal construction to MSHA as they continue through the permitting process. MSHA can call the bond to guarantee signal construction if the applicant fails to construct the signal and ensure that it is in full operation by January 4, 2027.

Thank you for the opportunity to review this preliminary plan. If you have any questions or comments regarding this letter, please contact me at william.whelan@montgomerycountymd.gov or (240) 777-2173.

Sincerely,

William Whelan

William Whelan
Development Review Team
Office of Transportation Policy

cc: Sharepoint Correspondence Folder FY-2026

cc-e:	Bobby Varner	Pulte Homes
	Randall Rentfro	Rodgers Consulting
	Patrick Butler	MNCP&PC
	Justine Gonzalez-Velez	MNCP&PC
	Sam Farhadi	MCDPS RWPR
	Marie LaBaw	MCDPS FRS
	Mark Terry	MCDOT DTEO
	Kamal Hamud	MCDOT DTEO

September 17, 2025

Mr. Robert Kronenberg
Deputy Director
Maryland-National Capital Park and Planning Commission
2425 Reedie Drive, 14th Floor
Wheaton, MD 20902

Dear Mr. Kroneberg:

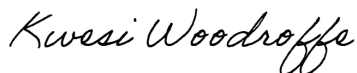
The State Highway Administration (SHA) reviewed the estimate prepared by Wells and Associates on September 11, 2025, for the future traffic signal for the Creekside at Cabin Branch Dowitcher Way Signal (25APMO018XX), in Montgomery County, Maryland. The SHA review is complete, and we are pleased to respond.

Given the preliminary nature of the project, as permit plans have not been reviewed, SHA accepts and approves the cost estimate, and requires a 50% contingency until such time the engineering plans are approved, and the Access Permit has been issued. The approved estimate for surety purposes is 150% of the approved detailed cost estimate of \$380,000, which is \$570,000. Please provide the surety in the form of a Performance Bond in the amount of **\$570,000.00**.

The SHA reserves the right to review and require that the plans and estimate be updated to meet current standards should the application package not be received within 180 days. Please reference the SHA tracking number on future submissions.

If you have any questions or require additional information, please contact Mr. Kwesi Woodroffe at 301-513-7347, by using our toll-free number (in Maryland only) at 1-800-749-0737 (x7347), or via email at kwoodroffe@mdot.maryland.gov or shaamdpermits@mdot.maryland.gov

Sincerely,



for Derek Gunn, P.E.
District Engineer, SHA District 3
DG/kw

PERFORMANCE BOND

Bond No. 0267286

KNOW ALL MEN BY THESE PRESENTS:

That Pulte Home Company, LLC Principal, and the Berkley Insurance Company
(Name) (Surety Company)

ADDRESS: 475 Steamboat Rd, Greenwich, CT,

ZIP CODE: 06830, PHONE: 203-542-3800

U.S.A. as Surety, are held and firmly bound unto State of Maryland, as Obligee, in the amount of \$ 570,000.00 for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has made application to the State Highway Administration (SHA) of Maryland, for a permit to construct a traffic signal at the intersection of Dowitcher

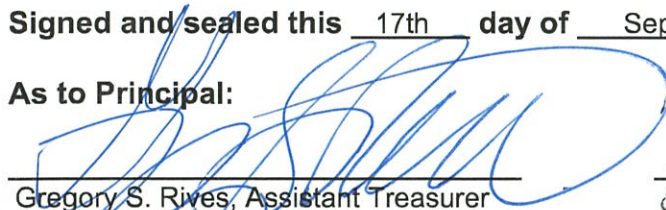
Way and Clarksburg Road associated with Creekside at Cabin Branch (25APMO018XX).

WHEREAS, the SHA of Maryland will grant a permit for such construction, said permit containing certain terms and conditions that must be complied with to satisfy our obligation under this performance bond.

NOW, THE CONDITION OF THE FOREGOING OBLIGATION is such that if the above bounden principal shall in all respects comply with the terms and obligations thereunder and shall well and truly and in a manner satisfactory to the SHA complete the work and save harmless the SHA and the State of Maryland from any expense incurred through the failure of said Principal to comply with the terms and conditions of same permit, or from any damages growing out of the negligence of the said Principal, or his, theirs, or it's agents or employees, then the above obligation shall become void and of none effect, otherwise to remain in full force and virtue of law.

Signed and sealed this 17th day of September, 2025.

As to Principal:

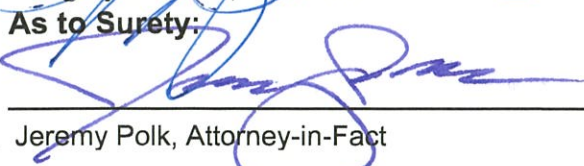


Gregory S. Rives, Assistant Treasurer



Samuel Wassell (SEAL)

As to Surety:



Jeremy Polk, Attorney-in-Fact

ACKNOWLEDGEMENT BY PRINCIPAL

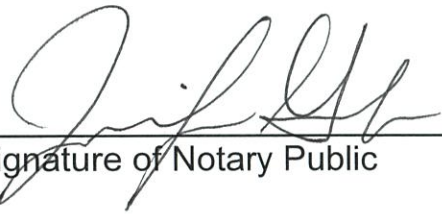
STATE OF GEORGIA)

) ss.

COUNTY OF BARTOW)

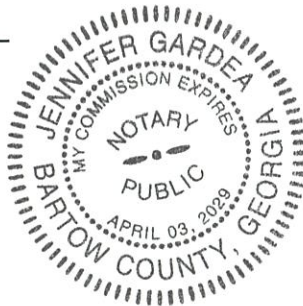
This record was acknowledged before me on September 17th, 2025, appeared Gregory S. Rives as Assistant Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public

(s
Jennifer Gardea
Notary Public State of Georgia



My Commission Expires: April 3, 2029

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Jeremy Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:

By Philip S. Welt
 Philip S. Welt
 Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafler
 Jeffrey M. Hafler
 Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
 NOTARY PUBLIC
 CONNECTICUT

MY COMMISSION EXPIRES 04-30-2020

Maria C. Rundbaken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 17th day of September, 2025.

Vincent P. Forte
 Vincent P. Forte