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December 21, 2007

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COMMUNITY EXHIBIT
RECEIVED BY MCPB
DATE: 1/14/08
ITEM NO. 4
EXHIBIT NO. 1

VIA UPS

Ms. Catherine Conlon
Development Review Division
Maryland-National Capital Park & Planning Commission
8787 Georgia Avenue
Silver Spring, MD 20910-3760

Re: Preliminary Plan No. 1-20070510 (the "Preliminary Plan")

Dear Ms. Conlon:

This letter is written on behalf of our client, Burtonsville Self Storage, LLC, to express concerns about certain conditions proposed for the above-referenced Preliminary Plan application. We understand that this Preliminary Plan has been submitted by the Siena Corporation (the "Owner") for the subdivision of certain property located at 4001 Sandy Spring Road in Burtonsville, also known as Part of Parcel H (the "Property").

As you are aware, the Property is subject to the terms of that certain New Dino Drive Road Participation Agreement dated June 15, 2000, and recorded in the Land Records of Montgomery County at Liber 18183, Folio 468 (the "Agreement"). Pursuant to the Agreement, the Planning Board has agreed to require any owner of properties identified in the Agreement, which includes the Property, in obtaining a development approval and/or construction permit from M-NCPPC, to contribute the respective share of funds due for the past and future construction of Dino Drive. Attached as Exhibit "A" is a copy of excerpts of the Agreement, including the provisions whereby the M-NCPPC agrees to impose the condition for participation in the New Dino Drive Road Club as established by the Agreement.

The participants in the New Dino Drive Road Club agreed to both: (1) pay their respective pro rata shares of the cost of construction for portions of Dino Drive related to or fronting their property, and (2) reimburse the original Road Club members for the pro rata share (including interest costs) of portions of the road already constructed by the other participants. As defined in the Agreement, this respective share includes the reimbursement of Burtonsville Self-Storage, LLC for all pro rata monies attributable to the Property that were advanced by Burtonsville Self-Storage for the prior construction of Phase I of Dino Drive. This pro rata share, under the Agreement, includes accrued interest on the applicable amount.

Burtonsville Self-Storage respectfully requests that any M-NCPPC Staff Report prepared in connection with the Development Review Division's review of the subject Preliminary Plan application recommend to the Planning Board, and the Planning Board eventually adopt, the following as a condition of approval:

That the Owner be required to join the New Dino Drive Road Participation Agreement and comply with all terms thereof, including paying the pro rata share of monies attributable to the Property for the construction of Dino Drive, including but not limited to those monies due as reimbursement to Burtonsville Self-Storage, LLC, for the construction of Phase I of Dino Drive, and including all accrued interest thereon which is a part of said pro rata share pursuant to and as defined in the Agreement.


The construction of Phase I of Dino Drive was undertaken in good faith by Burtonsville Self-Storage and others pursuant to the Agreement. Other owners along the future sections of Dino Drive, including the predecessor of the Owner, were always intended to become subject to the Agreement at the time they might proceed to development. For this Property, this is that time. Fundamental fairness demands that the M-NCPPC fulfill its commitment under the Agreement and thereby require the Property to fulfill its obligations. We hope that this information is useful to you in your continued evaluation of the Preliminary Plan.

Should you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,

HOLLAND & KNIGHT LLP


William Kominers


Christopher M. Ruhlen

cc: Mr. Alan Jacobs
Mr. Greg Leck
Mr. Shahriar Etemadi

EXHIBIT A

NEW DINO DRIVE ROAD PARTICIPATION AGREEMENT

The undersigned executes this Agreement for the sole purpose of agreeing to the provisions of Section 9 p) and q) of this Agreement.

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

By: Joseph R. Davis
Name: Joseph R. Davis
Title: Acting Chief, Development Review Division
Date: August 8, 1999

APPROVED AS TO LEGAL SUFFICIENCY
MK 2/2/99
M-NCPPC LEGAL DEPARTMENT

EXHIBIT 11

List of all Parcels subject to or to be made subject to this Agreement
with Tax Identification Numbers

Property	Current Owner	Tax Identification Numbers:
Parcel L (formerly Parcel "G")	DFM, L.L.C.	Parcel "G":05-02927523
Parcel J (formerly Parcel "D") and Parcel K (formerly Parcel "E")	DFM, L.L.C.	Parcel "D":05-02791113 Parcel "E":05-02791124
Parcel 191	Elder Home, Inc.	Parcel 191:05-00249865
Parcels 946 & 997	Burtonsville Self Storage, L.L.C.	Parcel 946:05-01508170 Parcel 997:05-00275933
Parcel F, and Parcel "H" (AKA N901 and N902)	J. Yang	Parcel "F":05-02791135 Parcel "H":05-02957017
Parcel 900, Parcel 884, Parcel 845, and Parcel 844	S. C. Beaver (includes Pattison land)	Parcel 900:05-00276072 Parcel 884:05-00261060 Parcel 845:05-00282222 Parcel 844:05-002457067
Parcel 942	K. Wilson	Parcel 942:05-01508192

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January 3, 2008

VIA UPS

Ms. Catherine Conlon
Development Review Division
Maryland-National Capital Park & Planning Commission
8787 Georgia Avenue
Silver Spring, MD 20910-3760

Re: Preliminary Plan No. 1-20070510 (the "Preliminary Plan")

Dear Ms. Conlon:

This letter is written to provide additional information that is relevant to the above-referenced Preliminary Plan application that was submitted by the Siena Corporation (the "Owner") for the subdivision of certain property located at 4001 Sandy Spring Road in Burtonsville, also known as Part of Parcel H (the "Property").

In our previous letter to you dated December 21, 2007, we expressed concerns about the enforcement of that certain New Dino Drive Road Participation Agreement dated June 15, 2000, recorded in the Land Records of Montgomery County at Liber 18183, Folio 468 (the "Agreement"), to which the Property is to be made subject. More specifically, we requested on behalf of our client, Burtonsville Self Storage, LLC, that any Planning Board Staff Report prepared in connection with the Development Review Division's review of the subject Preliminary Plan recommend to the Planning Board, and that the Planning Board ultimately adopt, the following as a condition of approval:

That the Owner be required to join the New Dino Drive Road Participation Agreement and comply with all terms thereof, including paying the pro rata share of monies attributable to the Property for the construction of Dino Drive, including but not limited to those monies due as reimbursement to Burtonsville Storage, LLC, for the construction of Phase I of Dino Drive, and including all accrued interest thereon which is a part of said pro rata share pursuant to and as defined in the Agreement.

We previously explained that as a part of the Owner's respective pro rata share of the cost of constructing portions of Dino Drive related to or fronting their property, the Agreement

Ms. Catherine Conlon
January 3, 2008
Page 2


requires the Owner to reimburse the original Road Club members for the pro rata share (including interest costs) of portions of the road already constructed by other participants. Pursuant to the Agreement, relevant portions of which are attached as Exhibit "A", Burtonsville Self Storage paid the net difference due for the project cost estimate of Phase I of Dino Drive, as well as certain additional project cost overruns, with the reasonable expectation that the Planning Board would require future property owners to reimburse for these expenditures. The attached spreadsheet for payments advanced by Burtonsville Self Storage for this Phase I construction (Exhibit "B") shows that the total refundable project cost payment attributable to the Property through December 31, 2007, with interest, is \$26,571.75. However, please note that the Agreement provides that interest continues to accrue at a rate of nine (9) percent per annum for every day or portion thereof until the day following receipt by Montgomery County of payment in full of all principal amounts and interest due for: (1) the Owner's share of the net difference of the original project cost estimate, and (2) project cost overruns paid by Burtonsville Self Storage.

Our position continues to be that because Burtonsville Self Storage advanced the funds necessary for the construction of Phase I of Dino Drive in good faith reliance on the Agreement, fundamental fairness demands that the Planning Board fulfill its commitment under the Agreement to require the Property to fulfill its obligations. As such, we hope that the information presented herein is useful in your continued evaluation of the Preliminary Plan, and trust that you will not hesitate to contact us should you have any questions.

Very truly yours,

Holland & Knight LLP


William Kominers


Christopher M. Ruhlen

w/ Attachments

cc: Mr. Alan Jacobs
Mr. Greg Leck
Mr. Shahriar Etemadi
Ms. Melissa Morgan

EXHIBIT "A"

NEW DINO DRIVE ROAD PARTICIPATION AGREEMENT

reasonable cost of the consideration provided to anyone not bound by this Agreement in exchange for any rights to real property necessary for the Construction of Phase 2, Phase 3, and Phase 4 of New Dino Drive; however, such liability shall cease twenty-one (21) years after the recordation of this Agreement.

- ii) Each such Party's share of any such consideration to be paid shall be equal to its Traffic Generation Percentage.
- iii) Provided, however, the Owner of Parcels 946 & 997 and the Owner of Parcel L shall not be required to pay any share of such consideration unless each agrees upon such consideration to be provided, which agreement shall not be unreasonably withheld. Each such Party shall pay its share of the agreed-upon consideration within the later of:
 - a) forty-five (45) days of the agreement by such Parties; or
 - b) when all of the other Parties pay their share of such consideration.
- g) Dedication of Land and Granting of Permanent and Temporary Easements for Phase 1 of New Dino Drive. Upon written request of the Owner of Parcels 946 & 997, provided such request is made no later than twenty-one (21) years from the date of this Agreement, each Original Phase 1 Party and any other Party whose land is adjacent to Phase 1 of New Dino Drive shall perform whatever steps are necessary: (1) to dedicate the land and premises located within Phase 1 of New Dino Drive, and (2) to grant such permanent and temporary easements as may be necessary to construct or maintain Phase 1 of New Dino Drive, as required by Montgomery County, the Maryland State Highway Administration, and/or M-NCPPC.
- h) Obligation of owners of Parcels to Pay Interest to the Escrow Agent To Pay the Owner of Parcels 946 & 997 For Its Payment of the Net Difference Payable By the Owner of Parcels 946 & 997
 - i) Each of the following owners of Parcels shall pay to the Escrow Agent interest on its share of the Net Difference Payable By the Owner of Parcels 946 & 997, and the principal amount against which such interest shall be calculated for each such owner of Parcels is listed immediately below:
 - a) Parcels J & K: \$78,122;

NEW DINO DRIVE ROAD PARTICIPATION AGREEMENT

- b) Parcel 191: \$24,350;
- c) Parcels F & H: \$15,472;
- d) Parcels 900, 884, 845, & 844: \$15,219
- e) Parcel 942: \$50,982

The calculation of the principal amounts listed above is listed in the attached Exhibit 17 which is incorporated by reference.

- ii) For each owner of a Parcel listed above, interest on the principal amounts listed above shall be at the rate of nine percent (9%) per annum, based upon a 365 day year, for every day or portion thereof, beginning on the date of the first payment by the Owner of Parcels 946 & 997 to the Escrow Agent for all or any portion of the Net Difference Payable by the Owner of Parcels 946 & 997 for the Construction of Phase 1 of New Dino Drive and for each owner of a Parcel listed above, ending on the day following receipt by the Escrow Agent of the payment in full of:
 - (1) such interest on the principal amount indicated above; and
 - (2) the total amount to be paid by the owner of the subject Parcel toward Phase 1 of New Dino Drive.

Any interest paid to the Escrow Agent shall belong to the Owner of Parcels 946 & 997.

- i) Obligation of owners of Parcels to Pay Interest to the Escrow Agent for the Owner of Parcels 946 & 997 For Its Overpayment of Its Entire Share of the Phase 1 Project Cost Overruns

- i) Each of the following owners of Parcels shall pay to the Escrow Agent interest on its share of the Phase 1 Project Cost Overruns:
 - a) Parcels J & K;
 - b) Parcels F & H;
 - c) Parcels 900, 884, 845, & 844; and
 - d) Parcel 942.
- ii) For each owner of a Parcel listed immediately above, interest on its share of the Phase 1 Project Cost Overruns shall be at the rate of nine percent (9%) per annum, based upon a 365 day year, for every day or portion thereof, beginning on the date of the first payment by the

NEW DINO DRIVE ROAD PARTICIPATION AGREEMENT

Owner of Parcels 946 & 997 to the Escrow Agent of an amount in excess of its share of the Phase 1 Project Cost Overruns, less the amounts contributed to the Phase 1 Project Cost Overruns by the Owner of Parcel L and the Owner of Parcel 191, and, for each owner of a Parcel listed above, ending on the day following receipt by the Escrow Agent of the payment in full of:

- (1) such interest on its share of the Phase 1 Project Cost Overruns; and
- (2) the payment of its share of the Phase 1 Project Cost Overruns.

Any interest paid to the Escrow Agent shall belong to the Owner of Parcels 946 & 997.

4. PAYMENT FOR THE COST OF PHASE 2 OF NEW DINO DRIVE.

a) Initial Responsibility for Payment and Responsibility for Implementation.

Subject to the terms and conditions of this Agreement as to the initial payment of the Phase 2 Project Cost Estimate and the Phase 2 Project Cost Overrun by the Original Phase 2 Parties, the Owner of Parcels J & K shall be responsible for implementing the Construction of Phase 2 of New Dino Drive according to the Grade Establishment Plan and the Master Plan and in accordance with the Construction Management Scope of Services Guidelines, attached as Exhibit 12 and incorporated by reference.

b) Payment of the Phase 2 Project Cost Estimate for New Dino Drive.

Each Original Phase 2 Party agrees to pay to the Escrow Agent, on or before the earlier of the submission of an application for a building permit or the commencement of construction of Phase 2 of New Dino Drive, its remaining share of the Project Cost Estimate for New Dino Drive which is equal to the portion of its percentage of its Traffic Generation Percentage provided on the Traffic Generation Analysis, which percentage is also provided below. For each Original Phase 2 Party, the product of such portion of its Traffic Generation Percentage and the Project Cost Estimate is listed below under "Amount" as follows:

- i) Owner of Parcels J & K:
 - a) Traffic Generation Percentage: 30.8%
 - b) Amount of Project Cost Estimate payable: Two Hundred Ten Thousand Nine Hundred Eighty and NO/100 Dollars (\$210,980).
- ii) Owner of Parcel 191:

EXHIBIT "B"

NEW DINO DRIVE PARTICIPATION AGREEMENT
 PAYMENTS ADVANCED FOR PHASE 1
 FOR PERIOD ENDED DECEMBER 31, 2007

	A	B	C	D	E (SEE N)	F (O x A)	G (P x A)	H (D + E + F + G)	I	J	K	L (H + I + J + K)
	SHARE OF ENTIRE PROJECT COST (1)	ALLOCATION OF TOTAL PHASE 1 PAYMENTS BEFORE COST OVERRUNS (1)	PHASE 1 NONREFUNDABLE DEPOSITS PAID BY OWNERS (1)	PHASE 1 NET DIFFERENCE PAYABLE FROM OWNERS (1)	INTEREST ON NET DIFFERENCE PAYABLE (3)	OVERRUN PAYMENTS MADE (2)	INTEREST ON OVERRUN PAYMENTS (4)	SUBTOTAL	NONREFUNDABLE BURTONSVILLE OVERRUNS	PAYMENTS MADE BY DFM (2)	ADDITIONAL DEPOSIT & INTEREST DUE FROM ELDER (2)	TOTAL REFUNDABLE PROJECT COST PAYMENTS DUE TO BURTONSVILLE
Parcel "L"	DFM, L.L.C.	17.4%	\$119,190.00	\$119,190.00	\$0.00	\$20,434.39	\$0.00	\$20,434.39	\$0.00	(\$20,434.39)	\$0.00	\$0.00
Parcels J and "K"	DFM, L.L.C.	30.8%	\$102,240.00	\$0.00	\$102,240.00	\$58,308.98	\$36,171.21	\$15,525.86	\$212,246.05	\$0.00	(\$12,554.44)	\$199,691.61
Parcel 191	Elder Home, Inc.	14.6%	\$34,250.00	\$34,250.00	\$0.00	\$17,146.09	\$7,359.66	\$42,680.20	\$0.00	\$0.00	\$59,813.64	\$102,493.83
Parcels 946 & 997	Burtonsville Self Storage, L.L.C.	5.0%	\$34,250.00	\$34,250.00	\$0.00	\$5,871.95	\$0.00	\$5,871.95	(\$5,871.95)	\$0.00	\$0.00	\$0.00
Parcels F and "H"	J. Yang	6.1%	\$4,785.00	\$0.00	\$4,785.00	\$7,163.78	\$3,074.93	\$26,571.75	\$0.00	\$0.00	\$0.00	\$26,571.75
Parcels 900, 884, 845 & 844	S.C. Beaver and Pattison Land	6.0%	\$41,100.00	\$0.00	\$41,100.00	\$7,046.34	\$3,024.52	\$62,530.07	\$0.00	\$0.00	\$0.00	\$62,530.07
Parcel 942	K. Wilson	20.1%	\$36,020.00	\$0.00	\$36,020.00	\$23,605.24	\$10,132.14	\$107,809.50	\$0.00	\$0.00	\$0.00	\$107,809.50
TOTALS:		100.0%	\$371,835.00	\$187,690.00	\$184,145.00	\$137,442.80	\$117,439.00	\$478,143.91	(\$5,871.95)	(\$32,988.82)	\$59,813.64	\$499,096.78

DINO DRIVE ROAD CLUB

Overrun Payments Made:

To be reimbursed with 9% interest per Participation Agreement

Assumed Date of Road Completion: 12/31/2007

Overrun Payments Made:

Date	O Payment (2)	P 9% Interest (4)	Total	Made by
5/15/02	\$35,000.00	\$17,743.56	\$52,743.56	Burtonsville
6/10/02	\$32,739.00	\$16,387.44	\$49,126.44	Burtonsville
11/28/03	\$10,500.00	\$3,868.03	\$14,368.03	Burtonsville
1/28/03	\$10,500.00	\$3,868.03	\$14,368.03	DFM
9/10/04	\$14,350.00	\$4,270.80	\$18,620.80	Burtonsville
9/10/04	\$14,350.00	\$4,270.80	\$18,620.80	DFM
	\$117,439.00	\$50,408.65	\$167,847.65	

Date Net Difference Paid by Burtonsville:

9/17/99

Net Difference Payable:

Parcel(s)	M Notional Principal (3)	N 9% Interest (3)
J&K	\$78,122.00	\$58,308.98
191	\$24,350.00	\$18,174.44
F&H	\$15,472.00	\$11,548.05
900, 884, 845, 844	\$15,219.00	\$11,359.21
942	\$50,982.00	\$38,052.13
	\$184,145.00	\$137,442.80

* NONREFUNDABLE DEPOSIT DUE FROM ELDER (2):

Payments made:

Date	Advance	Interest	Total	Advanced by
9/17/1999	\$34,250.00	\$25,563.64	\$59,813.64	Burtonsville

NOTES:

- (1). PER EXHIBIT 10 OF NEW DINO DRIVE ROAD PARTICIPATION AGREEMENT.
- (2). PER ALAN JACOBS.
- (3). PER SECTION 3h AND EXHIBIT 17 OF NEW DINO DRIVE ROAD PARTICIPATION AGREEMENT.
- (4). PER SECTION 3i OF NEW DINO DRIVE ROAD PARTICIPATION AGREEMENT.

IRS Circular 230 Disclosure: Please be advised that the tax advice contained herein (including any attachments) is not intended or written by the practitioner to be used and cannot be used by the taxpayer for the purpose of avoiding any U.S. tax-related penalties that may be imposed on the taxpayer.



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

MCPB
Item #
2/14/08



MEMORANDUM

DATE: February 1, 2008

TO: Montgomery County Planning Board

VIA: Rose Krasnow, Chief *RK*
Catherine Conlon, Subdivision Supervisor *CC*
Development Review Division

FROM: ^{NB} Neil Braunstein, Planner Coordinator (301-495-4532)
Development Review Division

REVIEW TYPE: Preliminary Plan of Subdivision

APPLYING FOR: One lot for a 147,142 square-foot self-storage use

PROJECT NAME: EZ Storage -- Burtonsville Industrial Park

CASE #: 120070510

REVIEW BASIS: Chapter 50, Montgomery County Subdivision Regulations

ZONE: I-3/Burtonsville Employment Area overlay zone

LOCATION: Located on Sandy Spring Road (MD 198) 400 feet west of the intersection of Starpointe Drive.

MASTER PLAN: Fairland

APPLICANT: Siena Corporation

ENGINEER: Site Solutions

ATTORNEY: Linowes & Blocher

FILING DATE: December 29, 2006

HEARING DATE: February 14, 2008

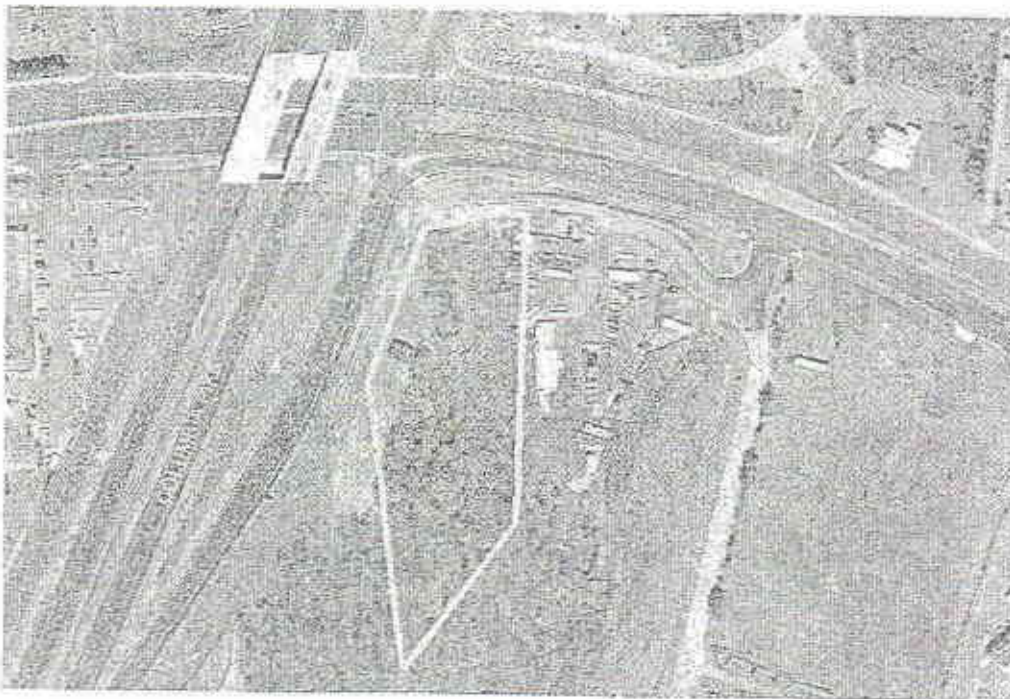
RECOMMENDATION: Denial

SITE DESCRIPTION

The subject property, shown below and in Attachment A, consists of a 3.04 acre unplatted parcel. The property is in the Burtonsville Employment Area overlay zone, with I-3 as the base zone. The property is located on the south side of Sandy Spring Road, 400 feet west of the intersection of Starpointe Drive. The site is largely undeveloped, with the exception of a small building which will be removed to accommodate the proposed self-storage use.

Properties north of the site, across Sandy Spring Road, contain one-family residences in the RC zone. A horticultural nursery is in operation directly across Sandy Spring Road, also within the RC zone, and a small office building is located to the east of the nursery in the C-1 zone. Properties to the east include several undeveloped sites and one developed site in the I-3 zone and in the Burtonsville Employment Area overlay zone and an existing self-storage use in the I-1 zone and in the overlay zone. Properties south of the site include developed and undeveloped sites in the I-3 zone and in the overlay zone. The site is bounded on the west by Columbia Pike, constructed as a limited access expressway in this area. Beyond Columbia Pike to the west is a hardware store in the I-3 zone and in the overlay zone.

The subject property is located within the Little Paint Branch Watershed. Steep slopes (over 25% gradient) exist in a band in the central portion of the property and along the eastern property line. An ephemeral stream channel originates near the northeastern corner of the property, and it traverses the property in a southerly direction near the eastern property line. Forest covers 2.4 acres of the property. There are no stream buffers, floodplains, or wetlands on the site.



PROJECT DESCRIPTION

The application proposes to create one 3.04 acre lot for a self-storage use. The self-storage is proposed to be housed in a 147,142 square-foot building, of which 79,474 square feet are proposed to be above grade in the first and second floors and 67,668 square feet are proposed to be below grade in a cellar. In addition to the storage areas, the building is proposed to include an office and an onsite manager's residence. The proposal includes a 26-space parking lot. Access is proposed via a driveway from an existing service road in the Sandy Spring Road (MD 198) right-of-way. An additional driveway is proposed to access the site from a future extension of Dino Drive when that extension is constructed.

(Attachment B -- proposed plan)

ANALYSIS AND FINDINGS

Master Plan Compliance

The proposed preliminary plan is not in conformance with the Fairland Master Plan with respect to recommendations regarding diversity of uses and uses that generate employment.

The Master Plan provides the following goal and objective on page 80:

This Plan supports the industrial park employment concept of the 1981 Plan and addresses the problems that have since emerged: an irregular zoning pattern, minimum lot standards and setbacks that make development for some properties impossible under the 1-3 Zone, and inability, to date, to achieve the desired internal road network with limited access to MD 198. An overlay district, similar to the one proposed for the US 29/Cherry Hill Employment Area, could best guide development so that consistency of standards and compatible development results.

GOAL: Develop diversity of uses to serve and support the businesses, employees, and area residents.

OBJECTIVE: Enable the Burtonsville Industrial Area to develop as a diversified, but unified employment center.

As discussed below, the preliminary plan is not in conformance with this goal and objective, the only ones that specifically apply to the Burtonsville Employment Area. Following these two statements, the Master Plan contains this list of recommendations on pages 80 and 82:

RECOMMENDATIONS:

- Rezone all R-200 and other parcels too small to develop under the 1-3 standards to the 1-1 Zone.
- Develop an overlay district for Area 19 that establishes appropriate uses and development standards.
- The overlay should have the following objectives:
 - Limit uses in the 1-1 Zone to ensure compatibility with 1-3 uses;
 - Allow additional uses in the 1-3 Zone for services: such as restaurants;
 - Require trip mitigation for all properties;
 - Ensure all uses have appropriate building setbacks, FAR standards and similar landscaping requirements; and
 - Ensure compatibility of proposed uses through site plan review.
- Orient all development to the interior with access to MD I98 via relocated Dino Drive or Star Pointe Lane. Relocate Dino Drive to connect with Star Pointe Lane. (See page 93-93.)
- Conduct a study to evaluate whether a traffic signal should be provided at MD 198 and Dino Drive.
- Provide pedestrian/bikeway access to proposed parkland directly to the south.

As discussed below, the preliminary plan is in conformance with the one recommendation that relates to orientation to Dino Drive. This appears to be the only recommendation that has direct applicability to the subject property.

The Master Plan recommends that the Burtonsville Industrial Area develop as a diversified but unified employment area. The proposed self-storage use will generate only minimal employment, consisting of one manager who will live on-site and potentially several employees who will work in the office or sell packing supplies. Generation of so few employees on a three-acre site cannot be considered to be consistent with the employment generation goals of the Master Plan. Further, this project does not advance the goal of diversification of uses because a self-storage use already exists within Burtonsville Industrial Area, in close proximity to the subject property.

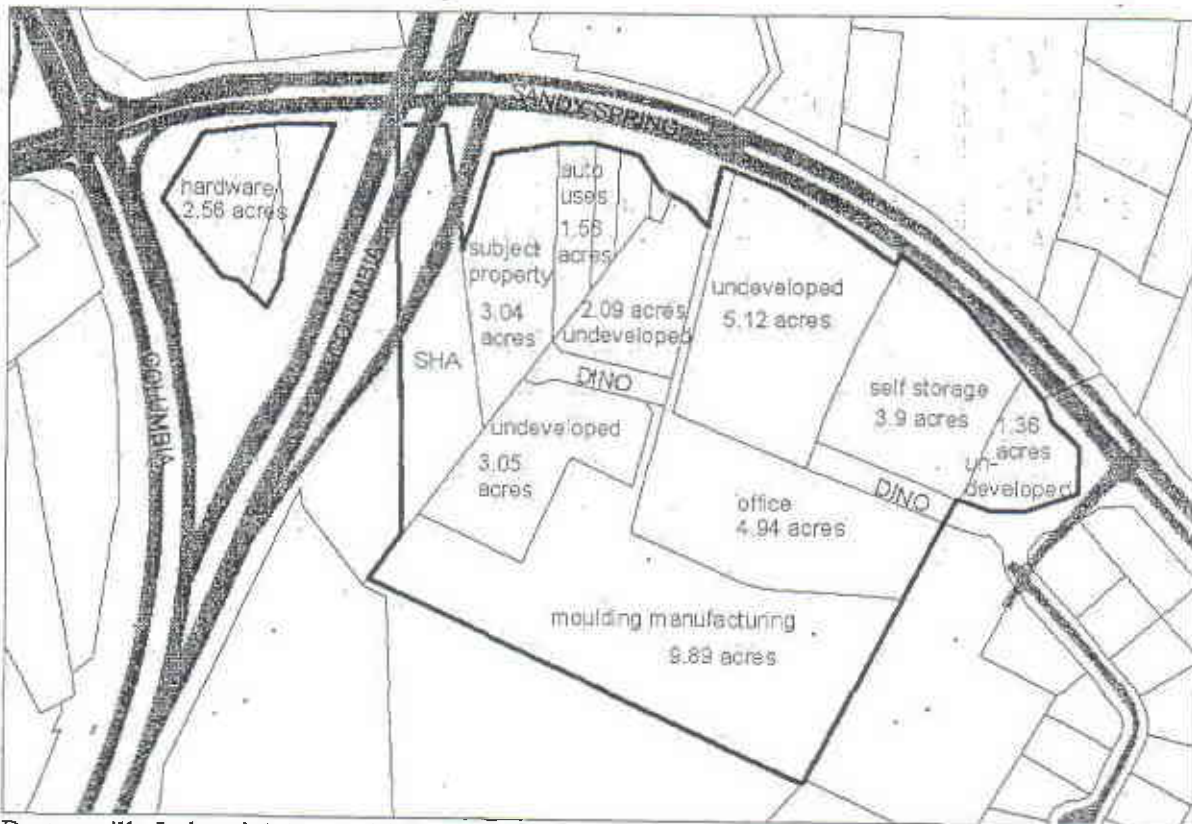
ISNT THIS THEN INCONSIST. W/ EARLIER COMMENT THAT IT IS NOT IN CONFORMANCE W/ THE GOAL

These two concerns are rendered even more critical when existing and future development in the Burtonsville Industrial Area is taken into account. The Burtonsville Industrial Area contains ten privately-owned properties comprising 37.5 acres that are available for commerce. These ten properties are listed in the chart below. At 37.5 acres, the area of the Burtonsville Industrial Area is not large. With implementation of this project, 18.5% of the land area and 20% of the total number of properties would be devoted to self storage use, a use that is not a strong employment generator. With only 31% of the land area left undeveloped, opportunities for future employment-generating development are limited. The loss of the subject property's three acres to a project that will not diversify uses and will only nominally generate

employment causes the preliminary plan not to be in substantial conformance to the goals of the Master Plan.

Land Uses in the Burtonsville Industrial Area

Use	Acres
Hardware store (pre-dates master plan)	2.56
self storage (subject property)	3.04
automobile uses (pre-dates master plan)	1.56
undeveloped	2.09
undeveloped	3.05
undeveloped	5.12
office	4.94
molding manufacture	9.89
self storage	3.9
undeveloped	1.36
Total	37.51



Burtonsville Industrial Area with land uses

Nonetheless, one aspect of the proposal is consistent with the Master Plan. The Master Plan recommends that access to properties within the Burtonsville industrial area be provided via

Dino Drive instead of Sandy Spring Road (MD 198). The preliminary plan advances this goal by dedicating land for the completion of Dino Drive, providing for future site access to Dino Drive, and providing an easement so that an adjacent property can also access Dino Drive in the future.

Compliance with respect to Dino Drive, however, does not override the concerns with respect to the appropriateness of the land use. Staff recommends, therefore, that the Planning Board find that the preliminary plan is not in compliance with the Fairland Master Plan. Based on this recommendation, staff further recommends that the Planning Board deny this application. Despite the recommendation for denial, staff has provided, for the Planning Board's information, the analysis below with respect to other required subdivision findings.

Public Facilities

Roads and Transportation Facilities

The proposed lot does not generate 30 or more vehicle trips during the morning or evening peak-hours. Therefore, the application is not subject to Local Area Transportation Review.

Access is proposed via a driveway from an existing service road in the Sandy Spring Road (MD 198) right-of-way. An additional driveway is proposed at the southeastern property line to access the site from a future extension of Dino Drive. This additional driveway is not proposed to be constructed with the project, but rather would be constructed in the future when the extension of Dino Drive is constructed. This driveway will also provide access to Dino Drive for anticipated future development on an adjacent property. Proposed vehicle and pedestrian access for the subdivision will be safe and adequate with the proposed public improvements.

A road club agreement exists between several area property owners for construction of Dino Drive. One segment of the street was constructed in 2004 pursuant to approval of an earlier development project (Burtonsville Self Storage). Approval of a preliminary plan on the subject property would be subject to the terms of the road club agreement, including payment of a pro-rata share of road construction costs. *

Other Public Facilities and Services

Public facilities and services are available and will be safe and adequate to serve the proposed development. The Property will be served by public water and public sewer systems. The application has been reviewed by the Montgomery County Fire and Rescue Service who have determined that the Property has appropriate access for fire and rescue vehicles. Other public facilities and services, such as schools, police stations, firehouses and health services are operating according to the Growth Policy resolution currently in effect and will be safe and adequate to serve the Property. Electrical and telecommunications services are also available to serve the Property.

Environment

There are no wetlands, streams, floodplains, or environmental buffers on or adjacent to the subject property. There are 2.40 acres of existing forest on the property. The on-site forest is a mixed hardwood forest dominated by Red Maple (*Acer rubrum*), Big Toothed Aspen (*Populus grandidentata*), Chestnut Oak (*Quercus prinus*), and Silver Maple (*Acer saccharinum*). There are five trees that are 24 inches in diameter and greater on the subject property. All five trees are proposed to be removed due to construction of the new building and access road.

Under the proposed forest conservation plan, the entire 2.40 acres of forest are proposed to be removed. The application is subject to a reforestation requirement of 1.42 acres. This requirement is proposed to be met by securing forest credits within an approved forest bank. This is acceptable because there are no priority planting areas on-site. The plan meets all applicable requirements of the county Forest Conservation Law.

The MCDPS Stormwater Management Section approved the stormwater management concept for the project on October 10, 2007. The stormwater management concept includes the use of a sand filter and recharge trenches to provide on-site water quality control and groundwater recharge. Channel protection is not required because the one-year post-development peak discharge is less than two cubic feet per second.

Compliance with the Subdivision Regulations and Zoning Ordinance

This application has been reviewed for compliance with the Montgomery County Code, Chapter 50, the Subdivision Regulations. The application meets all applicable sections except the requirement stated in Section 50-35(l) of the Subdivision Regulations that the preliminary plan be consistent with the master plan (as discussed above). Access and public facilities will be adequate to support the proposed lot and uses. The proposed lot size, width, shape and orientation are appropriate for the location of the subdivision.

The lot was reviewed for compliance with the dimensional requirements for the Burtonsville Employment Area Overlay Zone and the I-3 zone as specified in the Zoning Ordinance. The lot as proposed will meet all the dimensional requirements for area, frontage, width, and setbacks in those zones. A summary of this review is included in attached Table 1. The application has been reviewed by other applicable county agencies, all of whom have recommended approval of the plan.

Citizen Correspondence and Issues

This plan submittal pre-dated any requirements for a pre-submission meeting with neighboring residents, however, written notice was given by the applicant and staff of the plan submittal and the public hearing date.

In response to the notice, three letters were received. The first letter was received from the Fairland Master Plan Citizens Advisory Committee. The letter is in opposition to the preliminary plan, based on lack of conformance with the master plan. The letter states that the

proposed self-storage use would generate only one employee, in conflict with the master plan goal of creating a unified employment center in Burtonsville. Further, the letter states that since there is already an existing self-storage facility in Burtonsville, addition of a second one is contrary to the master plan goal of achieving a diversity of uses in Burtonsville.

* Two letters were received from William Kominers and Christopher Ruhlen, representing the owners of Burtonsville Self Storage, a nearby business in the Burtonsville Employment Area Overlay Zone. These letters discuss the Dino Drive Road Club agreement and provide suggested language for a condition that would require the applicant to participate in the road club. Because the preliminary plan is recommended for denial, no conditions are included in the staff recommendation and the two letters are not attached to the staff report.

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CONCLUSION

The proposed lot and use do not comply with the recommendations of the Fairland Master Plan because the proposal does not diversify uses in the Burtonsville Employment Area and because the project would generate only one employee on the three acre site. The application does not comply with Section 50-35(1) of the Subdivision Regulations that requires conformance to the master plan. Therefore, denial of the application is recommended.

Attachments

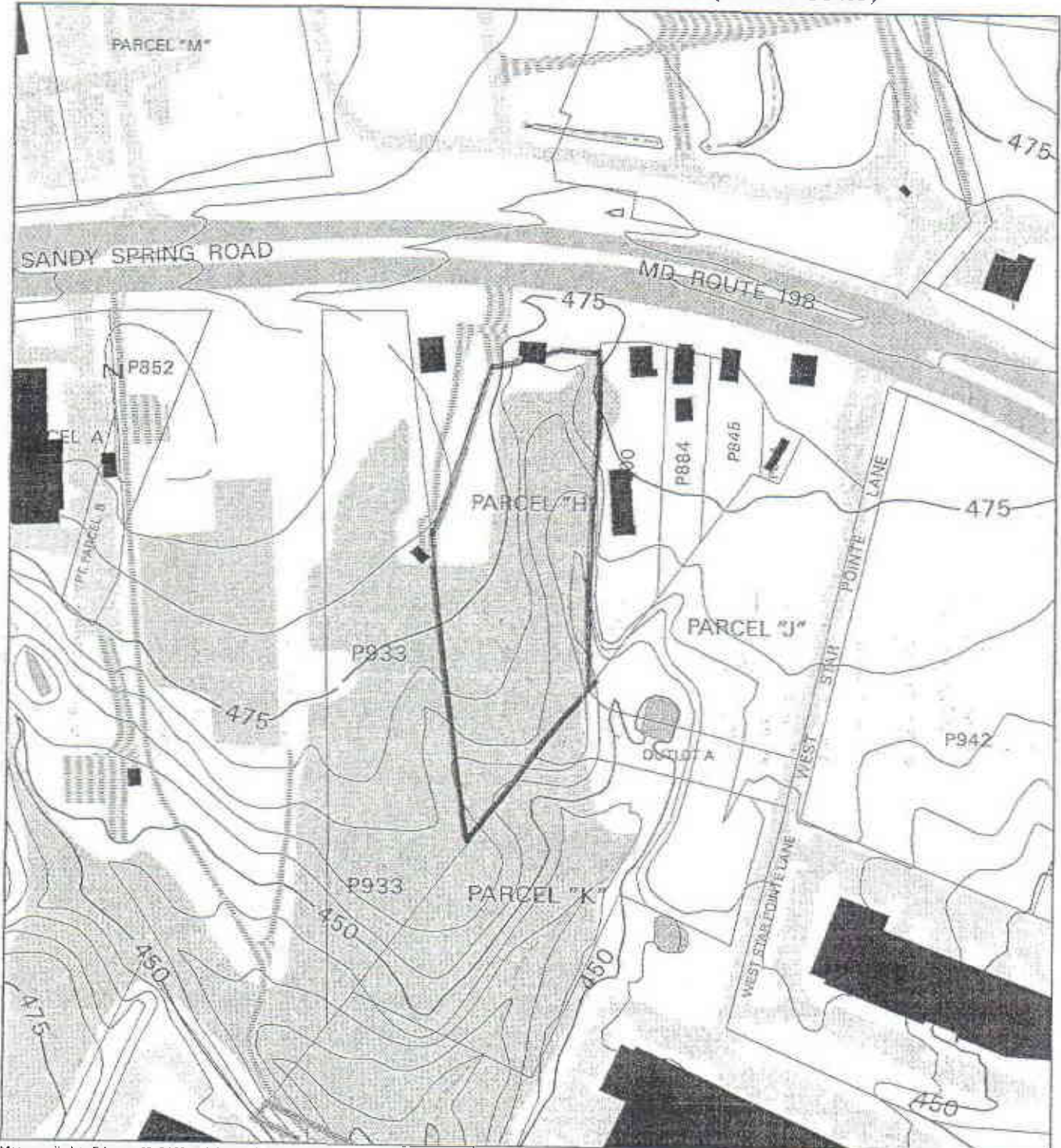
- Attachment A-Vicinity Development Map
- Attachment B-Proposed Development Plan
- Attachment C-Citizen Correspondence
- Attachment D-Pages 80-82 of the Fairland Master Plan

Table 1: Preliminary Plan Data Table and Checklist

Plan Name: EZ Storage – Burtonsville Industrial Park				
Plan Number: 120070510				
Zoning: I-3; Burtonsville Employment Area Overlay Zone				
# of Lots: 1				
# of Outlots: 0				
Dev. Type: Commercial				
PLAN DATA	Zoning Ordinance Development Standard	Proposed for Approval by the Preliminary Plan	Verified	Date
Minimum Lot Area	2 acre minimum	2.91 acres minimum	NB	2/1/08
Lot Width	Not specified	210 ft. minimum	NB	2/1/08
Lot Frontage	Not specified	169 ft. minimum	NB	2/1/08
Setbacks				
Front	100 ft. Min.	Must meet minimum ¹	NB	2/1/08
Side	0 ft. Min.	Must meet minimum ¹	NB	2/1/08
Rear	0 ft. Min.	Must meet minimum ¹	NB	2/1/08
Height	100 ft. Max.	May not exceed maximum ¹	NB	2/1/08
Max Comm'l s.f. per Zoning	79,474 sq. ft.	79,474 sq. ft.	NB	2/1/08
MPDUs	N/A		NB	2/1/08
TDRs	N/A		NB	2/1/08
Site Plan Req'd?	Yes		NB	2/1/08
FINDINGS				
SUBDIVISION				
Lot frontage on Public Street		Yes	NB	2/1/08
Road dedication and frontage improvements		Yes	Agency letter	11/21/07
Environmental Guidelines		Yes	Staff memo	1/16/08
Forest Conservation		Yes	Staff memo	1/16/08
Master Plan Compliance		No	Staff memo	1/30/08
ADEQUATE PUBLIC FACILITIES				
Stormwater Management		Yes	Agency letter	10/10/07
Water and Sewer (wssc)		Yes	Agency comments	3/5/07
10-yr Water and Sewer Plan Compliance		Yes	Agency comments	3/5/07
Well and Septic		N/a	Agency comments	3/5/07
Local Area Traffic Review		N/a	Staff comments	3/5/07
Policy Area Mobility Review		N/a	Staff comments	1/24/07
Transportation Management Agreement		N/a	Staff comments	1/24/07
Fire and Rescue		Yes	Agency letter	4/23/07

¹ As determined by MCDPS at the time of building permit.

EZSTORAGE-BURTONSVILLE IND. PARK (120070510)



Map compiled on February 13, 2007 at 9:01 AM | Site located on base sheet no - 221NE04

NOTICE

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Property lines are compiled by adjusting the property lines to topography created from aerial photography and should not be interpreted as actual field surveys. Planimetric features were compiled from 1:14400 scale aerial photography using stereo photogrammetric methods.

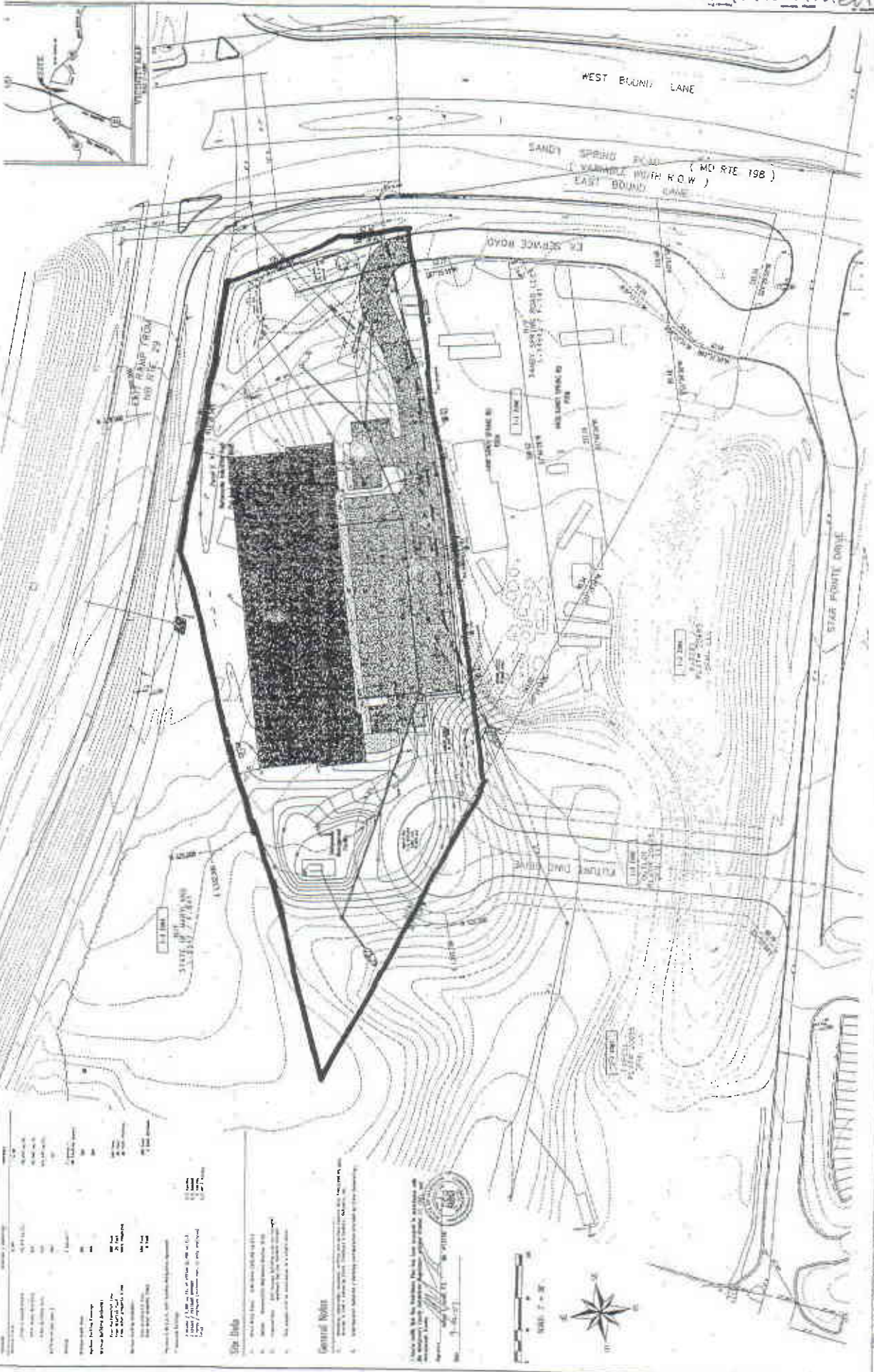
This map is created from a variety of data sources, and may not reflect the most current conditions in any one location and may not be completely accurate or up to date. All map features are approximately within five feet of their true location. This map may not be the same as a map of the same area plotted at an earlier time as the data is continuously updated. Use of the map, other than for general planning purposes is not recommended. - Copyright 1998



MONTGOMERY COUNTY DEPARTMENT OF PARK AND PLANNING
 THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
 4787 Georgia Avenue - Silver Spring, Maryland 20910-3749

1 inch = 200 feet
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Attachment B



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exStorage - HURONVILLE INDUSTRIAL PARK

PRELIMINARY PLAN SUBMITTED TO HURONVILLE INDUSTRIAL PARK AUTHORITY

DATE SUBMITTED: 10/15/2010

PROJECT NO: 10-001

SCALE: 1" = 50'

DRAWN BY: [Name]

CHECKED BY: [Name]

DATE: 10/15/2010

PROJECT LOCATION: HURONVILLE INDUSTRIAL PARK

CLIENT: [Name]

DESIGNER: [Name]

CONTRACT NO: [Number]

PROJECT NO: [Number]

DATE: 10/15/2010

SCALE: 1" = 50'

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DRAWN BY: [Name]

CHECKED BY: [Name]

FAIRLAND MASTER PLAN CITIZENS ADVISORY COMMITTEE

February 5, 2007

TO: Development Review Division

RE: EZ Storage—Burtonsville Industrial Park, Preliminary Plan (File No. 120070510)

The Fairland Master Plan Citizens Advisory Committee wishes to comment in vehement opposition to the EZ Storage preliminary plan proposal for Burtonsville.

The master plan committee is not merely concerned but incredulous over and appalled by this proposal that would place a *second* self-storage facility in Burtonsville at this key intersection of MD 198 and the US 29 off-ramp—less than a quarter-mile (perhaps .1 of a mile!) from an existing large self-storage facility that has been a major eyesore and detractor from efforts to create a sense of “place” in Burtonsville.

This gateway from Prince George’s into Montgomery is already an embarrassment for the community and the County owing to poor planning, implementation, and enforcement in the past. To approve a second storage warehouse in this location would be not merely redundant but would underscore the perception of incoherent development that has so harmed the business district in the planning area, contribute to the impression of transiency that has plagued our schools as well, and make it increasingly difficult for Burtonsville to develop out as envisioned.

Moreover, a storage facility on this site is directly at odds with both the employment and the “diversity of uses” goals specifically called for on page 80 of the approved and adopted 1997 Fairland Master Plan. It is hard to imagine a less fitting or productive use here, in a location that specifies, according to the master plan, coherent development and a “unified employment center.” Apparently there would be a single employee on this site under the applicant’s proposal. Although the zone may allow another self-storage adjacent to an already existing large storage facility, the project would not be remotely compatible, much less consistent, with the master plan goal to “develop diversity of uses”—not to mention the master plan, County, and regional objective to improve the jobs-housing ratio in the East County.

Many citizens have registered deep concern over the fate of Burtonsville and as they learn of this latest proposal are further dismayed. We have told them to trust in the master plan, but we rely on Planning Staff and the Planning Board to insure that the intent and integrity of our plans are sustained and that they have meaning and worth. We and the residents and businesses whom we represent and who worry that projects like this will spell the death knell of efforts to revive our community, look forward to working with developers (as we have in the Briggs Chaney and Calverton areas) and the Planning Department to achieve a more appropriate and legitimate employment use for this key site at the entrance to Burtonsville.

Sincerely,
Stuart Rochester

Chair, Fairland Master Plan CAC

- cc. Chairman Royce Hansen, Montgomery County Planning Board
- Rose Krasnow, Chief, Development Review Division
- Cathy Conlon, Development Review
- Councilmember Marilyn Praisner

Burtonsville Industrial Area

The 1981 Plan recommended employment and retail uses for all four quadrants of the MD 198/US 29 intersection. The Burtonsville Industrial Area (Figure 34), located at the southeast quadrant of US 29 and MD 198, was intended to be a 68-acre industrial park with offices, research and development, and light industry. The proposed area was separated by a tributary to Little Paint Branch: 12 acres had access to Blackburn Road and approximately 56 acres had access to Dino Drive, a proposed industrial road. The 1981 Plan recommended I-3 zoning for the entire 68 acres.

The existing irregular zoning pattern stems from the Sectional Map Amendment (SMA) for the 1981 Plan. At the time of the SMA, not all the affected property owners wanted to be rezoned to I-3. Therefore, the SMA rezoned approximately 32 acres of the proposed 68-acre industrial park to I-3, and left the remaining acreage R-200. Some property owners requested and received OM zoning on the basis that their properties were too small to develop in the I-3 Zone. Some of the R-200 parcels are too small or have little buildable area under the standards of the I-3 Zone. The I-1 zone, which is less restrictive as to lot size and setbacks, also permits more uses than the I-3 Zone. However, rezoning the smaller properties to the I-1 Zone may result in a situation similar to that described previously in the US 29 employment area.

Finally, the location of Dino Drive, as platted, does not provide access to all the properties as envisioned in the 1981 Plan. Most of the properties fronting MD 198 do not have access to Dino Drive. Star Pointe Lane, which provides access to at least four of the properties, is not a public road.

This Plan supports the industrial park employment concept of the 1981 Plan and addresses the problems that have since emerged: an irregular zoning pattern, minimum lot standards and setbacks that make development for some properties impossible under the I-3 Zone, and inability, to date, to achieve the desired internal road network with limited access to MD 198. An overlay district, similar to the one proposed for the US 29/Cherry Hill Employment Area, could best guide development so that consistency of standards and compatible development results.

GOAL: Develop diversity of uses to serve and support the businesses, employees, and area residents.

OBJECTIVE: Enable the Burtonsville Industrial Area to develop as a diversified, but unified employment center.

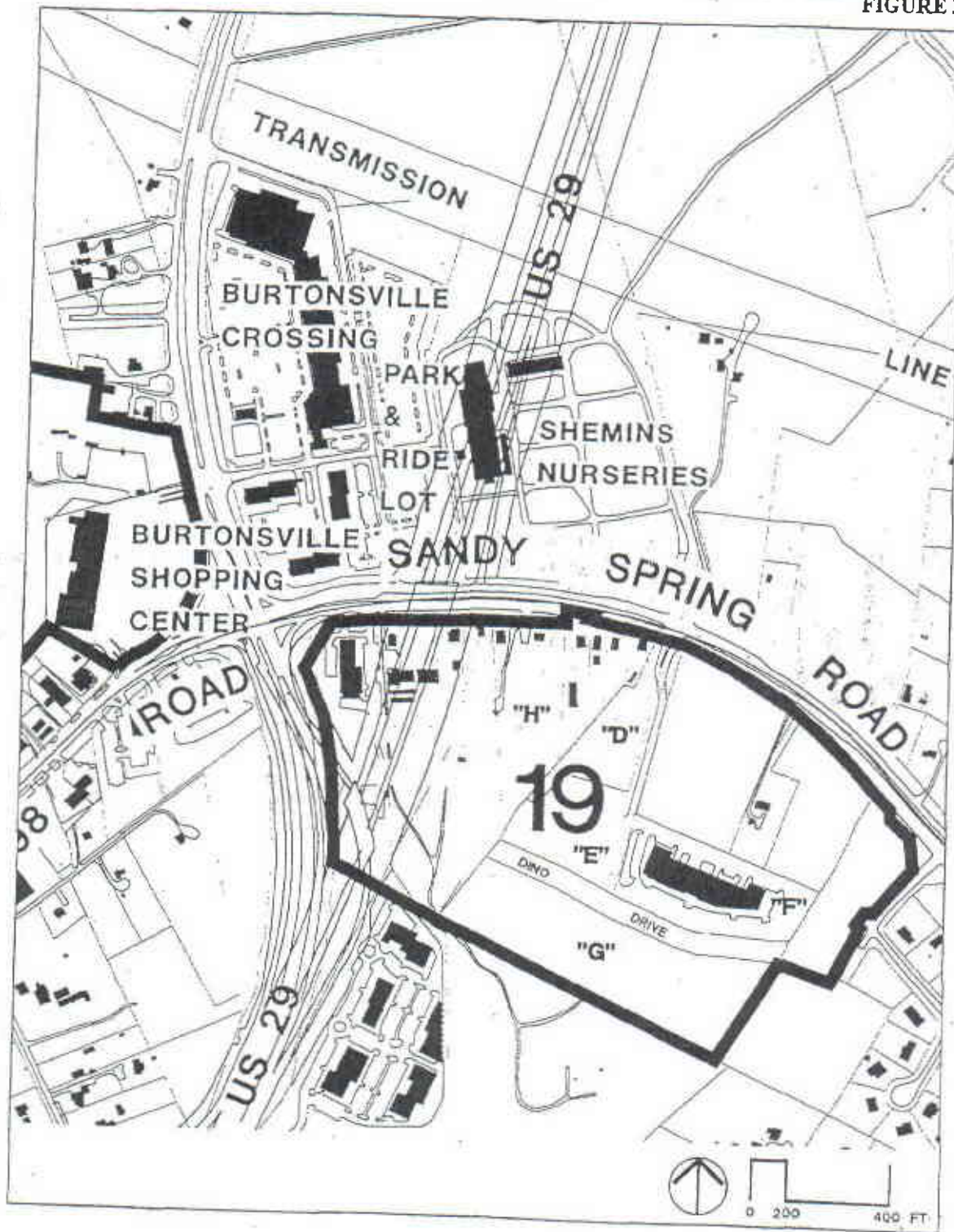
RECOMMENDATIONS:

Area 19: 54 acres: 17 acres, R-200; 3 acres, OM; 34 acres, I-3; 19 parcels

- Rezone all R-200 and other parcels too small to develop under the I-3 standards to the I-1 Zone.
- Develop an overlay district for Area 19 that establishes appropriate uses and development standards. The overlay should have the following objectives:
 - Limit uses in the I-1 Zone to ensure compatibility with I-3 uses;
 - Allow additional uses in the I-3 Zone for services, such as restaurants;

BURTONSVILLE INDUSTRIAL AREA

FIGURE 34



- Require trip mitigation for all properties;
- Ensure all uses have appropriate building setbacks, FAR standards and similar landscaping requirements; and
- Ensure compatibility of proposed uses through site plan review.
- Orient all development to the interior with access to MD 198 via relocated Dino Drive or Star Pointe Lane. Relocate Dino Drive to connect with Star Pointe Lane. (See page 93-93.)
- Conduct a study to evaluate whether a traffic signal should be provided at MD 198 and Dino Drive.
- Provide pedestrian/bikeway access to proposed parkland directly to the south.

CORPORATE SITES

There are three sites in Fairland developed by corporations and institutions: the two Bell Atlantic buildings and the Seventh Day Adventist Headquarters. The original Bell Atlantic site on the east side of US 29/Fairland Road was recently rezoned OM and has a development cap on future square footage and trip generation. The second Bell Atlantic site, opposite the original Bell Atlantic site on the west side of US 29/Fairland Road, and the Seventh Day Adventist site both have development potential remaining under existing zoning. All three sites are surrounded by green space and extensive landscaping with building setbacks 50-150 feet from US 29. Development of all three sites is subject to site plan review under the existing zoning.

RECOMMENDATIONS:

- Reconfirm existing zoning. Any redevelopment of corporate sites should retain existing setbacks and green space along US 29 and along any roads opposite residential development.
- Consider trip reduction measures or participation in transit program at the time of subdivision/site plan to extend and/or coordinate with existing trip mitigation/reduction programs.