

March 18, 2022

Jim Wasilak, AICP, Chief of Zoning
City of Rockville Department of Planning and Development Services
111 Maryland Avenue
Rockville, MD 20850

**RE: Application for Pre-Application meeting for King Farm Farmstead Parking Lot
Project Description and Scope of Work Narrative**

Dear Mr. Wasilak,

The City of Rockville is filing this application for Pre-Application meeting. This application proposes the parking lot on the King Farm Farmstead located at 16100 Rockville Pike as conditioned in the annexation agreement for the King Buick project site.

Project Description and Background

The proposal includes installation of a 47-space parking lot as required by condition 19 of the approved and recorded annexation agreement by and between the Mayor and Council of Rockville, KBSG ASSOCIATES LLC (hereinafter referred to as 'EYA'), and VICTOR, INC (hereinafter referred to as 'Owner') recorded in the land records at L.6450 F.334.

The specific conditions are as follows:

- a) EYA agrees to design and construct a parking lot with forty-seven (47) parking spaces on the Farmstead, including the necessary utilities, stormwater management facilities, forestry plantings, landscaping, lighting, ADA-compliant parking spaces, and an ADA-accessible connection to the Farmstead as generally shown on the parking plan attached hereto as Exhibit "J" (hereinafter referred to as "Conceptual Farmstead Parking Plan", with the improvements shown thereon hereinafter referred to as "Farmstead Improvements"). The final number of parking spaces shall be subject to final design and review by the Parties and may be reduced by mutual agreement of the Parties.
- b) EYA agrees to (i) coordinate with SHA as necessary on the construction of the Farmstead entrance concurrently with any coordination with SHA necessary for the Proposed Development, (ii) prepare the necessary design plans for the Farmstead Improvements in coordination with Rockville (hereinafter referred to as "Farmstead Design Plans"), (iii) submit the Farmstead Design Plans to Rockville no later than sixty (60) days after the date of the Mayor and Council resolution approving the Project



- Plan Application, (iv) support Rockville in the preparation of development approval applications and obtaining of approvals and permits for the Farmstead Improvements, (v) comply with the terms and conditions of all approvals and permits for the construction of the Farmstead Improvements, and (vi) at the completion of construction, provide as-built drawings of the Farmstead Improvements to Rockville.
- c) Rockville agrees (i) to obtain and provide EYA with all necessary development approvals and permits for the construction of the Farmstead Improvements (hereinafter referred to as "Farmstead Permits") within six (6) months of the commencement of clearing and grading on the Properties (hereinafter referred to as "Start Date"), (ii) to provide all necessary rights of entry to the Farmstead and execute all necessary documents required for construction of the Farmstead Improvements as owner of the Farmstead, (iii) to cooperate with other governmental or quasi-governmental agencies to implement the construction of the Farmstead Improvements.
- d) If Rockville does not provide the Farmstead Permits to EYA by the Start Date, then EYA shall provide Rockville all Farmstead Design Plans prepared as of the Start Date, which shall become the sole property of Rockville, and EYA shall pay Rockville a contribution for the Farmstead in an amount equal to the cost of construction of the Farmstead Improvements (hereinafter referred to as "Contribution"). The amount of the Contribution shall be agreed to by EYA and Rockville and shall be based on a construction estimate to be prepared by EYA using accepted industry standard costs for such construction in the Rockville, Maryland area (hereinafter referred to as "Construction Costs"). The Construction Costs shall consist of the items identified on the Conceptual Farmstead Parking Plan. Construction Costs shall not include overhead, administration, or inflation and shall be determined using the item costs in effect on the first day following the Start Date. If the Parties fail to agree on the Construction Costs, an independent third-party construction cost estimator with qualifications as an expert in the field (hereinafter referred to as "Estimator") shall be mutually agreed to by the Parties to review the construction cost estimate and determine a commercially reasonable construction cost amount (hereinafter referred to as "Final Estimate"). Payment of the Estimator's fee shall be shared equally by Rockville and EYA. The Estimator shall detail the elements included in the Final Estimate and provide a cost breakdown of the individual unit costs used to determine the Final Estimate. EYA shall pay the amount of the Final Estimate to Rockville within sixty (60) days of receipt of the written report of the Estimator. Upon payment of the Contribution or the Final Estimate, as applicable, EYA shall have fully satisfied its obligations and responsibilities with reference to the Farmstead Improvements and this Paragraph 19 and shall have no further obligations or liabilities for such Farmstead Improvements.

Scope of Work

The proposed scope of work included in this plan to address the conditions in the annexation agreement includes the following items:



- a. Improvement and upgrade to the entrance on MD 355.
- b. Relocation and undergrounding of dry utilities including electric and communication services.
- c. A 47-space asphalt parking lot with partial 6" curb and gutter.
- d. Two parking lot light poles
- e. Two ADA compliant parking spaces.
- f. A micro-bioretenion facility with landscape plantings and associated safety fence (being reviewed under a separate application).
- g. Landscape plantings in accordance with the City's Landscaping, Screening, and Lighting Manual consisting of parking lot buffer to adjacent property and internal parking lot landscape. The buffer plantings will be coordinated with the landscape design on the adjacent EYA residential development.
- h. An ADA compliant 6' wide sidewalk from the EYA residential development at the terminus of Future Street B to the 2 proposed accessible parking spaces included in this plan.
- i. Two ADA compliant 6' wide sidewalks from the parking lot to the existing driveway on the Farmstead.
- j. Compliance with forest conservation requirements at time of Site Plan submission. The forest conservation calculations will be based on the Limit of Disturbance and plantings are intended to be placed on site.

We appreciate the opportunity, and if successful look forward to working with you.

Sincerely,

VIKA Maryland, LLC

James Buchheister

James Buchheister, RLA
Senior Associate

