



**1455 Research Boulevard
Waiver Request
March 5, 2026
Updated July 9, 2026**

Pulte Home Company, LLC's (the "Applicant") seeks waivers from the Planning Commission from the Landscaping, Screening and Lighting Manual, Section 4.d.2.(a) entitled "Landscape Strip Area Adjoining a Street Right-of-Way and Section 4.d.2.(b), entitled "Perimeter Landscape Area for Parking Adjoining Property Other Than a Street Right of Way" in connection with their Site Plan submission for the property located at 1455 Research Boulevard in Rockville, Maryland (the "Property"). The areas subject to the landscaping waiver request are identified on Attachment A.

As indicated on the Site Plan, as part of the overall project, a 27-space surface parking lot is proposed in the southeast corner of the Property and a 15-space surface parking lot is proposed along the southern boundary of the Property in the eastern portion of the Property. The majority of both of the parking lots is located over the 92-foot wide Transcontinental Gas Pipeline Right-of-way (the "Easement") recorded among the Land Records of Montgomery County at Liber 2890, folio 186 (the "Easement Agreement") (Attachment B) that runs in a northeast to southwest direction across a large swath of Montgomery County, including the southeast portion of the Property. In accordance with the Easement Agreement "no structures *or improvements* which would interfere with the operation or the maintenance of the existing pipe lines" are permitted. Transcontinental has strictly enforced the Easement Agreement and prohibits any type of plantings within the Easement area, except for ground cover. At the same time, the Easement Agreement permits paving over the Easement area. Given the limited amount of improvements allowed within the Easement Area, it was logical to locate the needed surface parking lots in these locations. As a result of the Easement Agreement prohibitions, as indicated by the Site Plan, the perimeter areas of the parking lots located within the Easement are void of any landscaping.

The Landscaping, Screening and Lighting Manual Section 4.d.2.(a) governing the "Landscape Strip Area Adjoining a Street Right-of-Way" requires the provision of a 10-foot wide landscaping strip to be planted with shade or ornamental trees at a minimum of one tree for every 40 feet and an evergreen hedge with a minimum of 15 shrubs per 40 feet of frontage.

In addition, Section 4.d.2.(b) governing the "Perimeter Landscape Area for Parking Adjoining Property Other Than a Street Right of Way" states that the landscaped areas around a parking facility must provide the following:

- (i) A perimeter landscape strip at least seven feet wide to allow for the planting of trees;
- (ii) The provision of one shade tree and 15 shrubs for every 40 feet of perimeter space with the shrubs high enough to screen headlights; and
- (iii) Where appropriate, two ornamental trees may be substituted for one shade tree and one evergreen tree substituted for five shrubs.

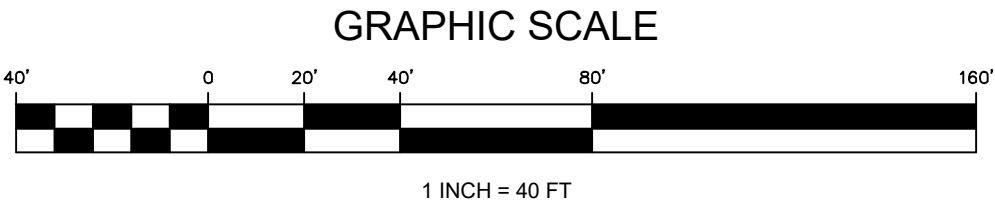
As explained, the Applicant is precluded by the Easement Agreement from complying with these landscaping requirements. As provided by the Landscaping, Screening and Lighting Manual, Section 4.d.3.(c)(i)A, the Planning Commission may grant a waiver of the requirements where: “Compliance with the buffering and screening requirements cannot reasonably be met due to unique site conditions.”

In this case, the unique site condition is the presence of the gas line Easement. It should be noted however that excluding the micro-bio planter along the southern boundary and in the northwest corner of the parking lots, the Site Plan adheres to the perimeter landscaping requirements in all areas not subject to the Easement. In addition, the need for perimeter landscaping along the eastern edge of the surface parking lot is mitigated by the fact that this area of the Property abuts the I-270 right-of-way, a use that does not need to be buffered from a surface parking lot. Nonetheless, the eastern portion of the 27-space parking lot does provide landscaping along the eastern boundary in areas not encumbered by the Easement. The 15-foot parking lot along the southern boundary of the Property is separated from the parking lot on the adjacent commercial property by a 40-foot-wide grass strip and a change of elevation of 10 feet. The distance between the two parking lots, coupled with the fact that they are like-to-like uses, mitigates the importance of additional landscaping in this area.

The Applicant respectfully requests the Planning Commission’s approval of the Perimeter Landscaping for a Parking Facility. The unique conditions of the Property make compliance with the Perimeter Landscaping requirement infeasible.



Landscape Plan
SCALE: 1" = 40'



LEGEND

- SITE BOUNDARY
- STREET LIGHTS
- BOLLARD LIGHTS
- AREA LIGHTS
- STORMWATER MANAGEMENT FACILITIES
- PROPOSED SIDEWALK
- AREA SUBJECT TO LANDSCAPE WAIVER
- EXISTING LANDSCAPING FROM PREVIOUS DEVELOPMENT

PLANT SCHEDULE OVERALL						
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
EVERGREEN TREES						
IA	15	1	ILEX OPACA	AMERICAN HOLLY	B&B	7'-9'
TO	52	1	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE	B&B	7'-9'
ORNAMENTAL TREES						
AL	11	1	AMELANCHIER LAEVIS	ALLEGHENY SERVICEBERRY	B&B	2.5'-3" CAL
CCE	30	1	CERCIS CANADENSIS	EASTERN REDBUD	B&B	2.5'-3" CAL
CV	64	1	CHIONANTHUS VIRGINICUS	WHITE FRINGETREE	B&B	2.5'-3" CAL
CF	10	1	CORNUS FLORIDA	EASTERN DOGWOOD	B&B	2.5'-3" CAL
MS	21	1	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	B&B	2.5'-3" CAL
OA	31	1	OXYDENDRUM ARBOREUM	SOURWOOD TREE	B&B	2.5'-3" CAL
SHADE TREES						
BN	14	1	BETULA NIGRA	RIVER BIRCH	B&B	2.5'-3" CAL
CP	27	1	CELTIS OCCIDENTALIS 'IFS-KSU1'	PRAIRIE SENTINEL® HACKBERRY	B&B	2.5'-3" CAL
CK	15	1	CLADRASTIS KENTUCKEA	AMERICAN YELLOWWOOD	B&B	2.5'-3" CAL
QB	44	1	QUERCUS BICOLOR	SWAMP WHITE OAK	B&B	2.5'-3" CAL
TC	10	1	TILIA CORDATA	LITTLELEAF LINDEN	B&B	2.5'-3" CAL
SHRUBS						
IG	36	1	ILEX GLABRA	INKBERRY HOLLY	5 GAL	

Developer:
Pulte Home Company, LLC
9302 Route 29, Suite 1000
Fairfax, VA 22031
Attn: Chris Spahr

Legal:
Lerch Early Brewer
7600 Wisconsin Avenue, Suite 700
Bethesda, Maryland 20814
301.347.3756
Attn: Patricia Harris

Land Planning / Landscape Architect / Civil Engineering:
Rodgers Consulting, Inc.
19847 Century Boulevard, Suite 200
Germantown, Maryland 20878
301.948.4700
Attn: Randall Rentfro

SEAL & SIGNATURE

PROFESSIONAL CERTIFICATION

I, HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 3555, EXPIRATION DATE: 04/23/28.

I 455 RESEARCH BLVD
SITE PLAN - 2026-101-STP
WSSC GRID: 219NW09 & 219NW08, Tax Map: GR13
City Of Rockville, Rockville, Election District 04

ISSUE DATE	DESCRIPTION
2025.07.11	1st Submission
2025.12.09	2nd Submission
2026.03.12	3rd Submission

REVISIONS NO	DATE	DESCRIPTION
--------------	------	-------------

PROJECT NUMBER	0377AS
DATE	2026.03.12
SCALE	1" = 40'
DRAWING TITLE	LANDSCAPE WAIVER EXHIBIT

DRAWING NUMBER
2026.07.08 - 08:46 AM

CALL "MISS UTILITY" AT
1-800257-7777
48 Hours Before Start Of Construction

The excavator must notify all public utility companies with underground facilities in the area of proposed excavation and have those facilities located by the utility companies prior to commencing excavation. The excavator is responsible for compliance with requirements of Chapter 36A of the Montgomery County Code.

Preliminary Not For Construction

LIBER 2890 FOLIO 186
Recorded Sept. 21st, 1961-at-3:37 P. M. E

SUPPLEMENTAL
RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made this 15th day of August, 1961, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION (hereinafter called the "Party of the First Part"), a Delaware corporation, and VERENA A. HOWISON, unmarried, (hereinafter called the "Party of the Second Part"), of Washington, District of Columbia.

WHEREAS, by Agreement dated July 8, 1950 (hereinafter called the "Right-of-way Agreement"), which was recorded among the Land Records of Montgomery County, in Liber CKW 1418 at Folio 363, Rufus E. Milor and Maude E. Milor, his wife, (hereinafter called the "Original Grantors"), granted and conveyed to the Party of the First Part a right-of-way and easement for the construction and operation of a pipe line across a certain tract of land lying in Montgomery County, Maryland, which was described and referred to in the Right-of-Way-Agreement; and

WHEREAS, by Supplemental Agreements, dated and recorded as set forth below (hereinafter called "Supplemental Right-of-Way Agreements), Rufus E. Milor, Widower, and the heirs of Rufus E. Milor and Maude E. Milor, granted and conveyed to the Party of the First Part a right-of-way and easement for the construction and operation of a second pipe line across a certain tract of land lying in Montgomery County, which was described and referred to in the said Supplemental Right-of-Way Agreements:

<u>Grantors</u>	<u>Date of Agreement</u>	<u>Recording Reference</u>
Rufus E. Milor, Widower	August 29, 1955	Liber CKW 2125 Folio 519
Edna Louise Milor	August 30, 1955	Liber CKW 2125 Folio 521
Lorrain Milor Vaughn	August 29, 1955	Liber CKW 2125 Folio 517
Howard A. Milor and Violet Milor, his wife	August 29, 1955	Liber CKW 2125 Folio 525
Vivian M. Liswell, Di- vorced	August 29, 1955	Liber CKW 2125 Folio 523

LIBER 2890 FOLIO 187

J. Warren Milor and Ruth Milor, his wife	August 26, 1955	Liber CKW 2125 Folio 527
Jack Michael Milor and Marcia Milor	August 18, 1955	Liber CKW 2135 Folio 196
Clyde W. Milor and Blanche Milor, his wife	August 15, 1955	Liber CKW 2125 Folio 529
Samuel E. Carter, also known as S. E. Carter, and Ellen Martha Carter, his wife	August 15, 1955	Liber CKW 2125 Folio 532

; and

WHEREAS, pursuant to provisions of the Right-of-Way Agreement, and the Supplemental Right-of-Way Agreements, the Party of the First Part has constructed a pipe line across the property referred to and described in the Right-of-Way Agreement, and a second pipe line across the property referred to in the Supplemental Right-of-Way Agreements; and

WHEREAS, the Party of the Second Part has acquired a portion of the tract of land owned by the Original Grantors by Deed dated December 21, 1960, and recorded among the Land Records of Montgomery County in Liber CKW 2811 at Folio 633; and

WHEREAS, the Party of the Second Part desires to construct a building and/or buildings on the said tract of land acquired by the Party of the Second Part by said deed, and to pave over the right-of-way and easement hereinafter described; and

WHEREAS, the Party of the First Part desires an additional right-of-way and easement for the construction and operation of a third pipe line across the said tract of land acquired by the Party of the Second Part by said deed; and

WHEREAS, the parties hereto desire to enter into this Supplemental Agreement for the purpose of supplementing and modifying the Right-of-Way Agreement and the Supplemental Right-of-Way Agreements.

NOW, THEREFORE, in consideration of the premises, and the sum of Five Dollars (\$5.00), paid by each of the parties to the other, receipt of which is hereby acknowledged, and the mutual agreements and covenants hereinafter contained, the Party of the First Part and the Party of the Second Part do hereby covenant and agree as follows:

1. The Party of the Second Part does hereby grant, bargain, sell, convey, ratify, and confirm unto the Party of the First Part, its successors and assigns, all that right-of-way and easement, with the appurtenant rights and privileges and subject to the duties and obligations, all as described in the Right-of-Way Agreement and Supplemental Right-of-Way-Agreements, except that the said right-of-way and easement as therein described is hereby supplemented and modified as follows:

(a) The right-of-way and easement shall be 117 feet in width, being 60 feet on the northwest side of and 57 feet on the southeast side of the second pipe line of the Party of the First Part as the same is now constructed and situated on the lands of the Party of the Second Part referred to in the said Right-of-Way Agreement and Supplemental Right-of-Way Agreements. Said right-of-way and easement 117 feet in width shall include a strip of land 25 feet in width along the northwestmost boundary of said right-of-way and easement for its entire length, which the Party of the First Part shall have the right to use as work-space for all purposes in connection with the construction of the third pipe line. The right to use such 25-foot work-space shall be temporary, and shall continue only until the completion of third pipe line, and after the completion of such third pipe line, the right of the Party of the First Part to use such 25-foot work-space shall terminate.

(b) Upon completion of the construction by the Party of the First Part of its third pipe line across said lands, all of said right-of-way and easement hereinabove granted shall revert to the Party of the Second Part, save and except a permanent right-of-way and easement 92 feet in width, being 35 feet on the northwest side of the second pipe line, and 57 feet in width on the southeast side of said second pipe line.

(c) The Party of the First Part shall have the right to construct, operate and maintain a third pipe line on said right-of-way and easement, provided that said third pipe line shall be constructed within the bounds of that 35-foot right-of-way and easement area north and west of the location of the second or northwesternmost pipe line now constructed and situated across the lands of the Party of the Second Part.

(d) To have and to hold said right-of-way and easement unto the Party of the First Part, its successors and assigns, until such third pipe line shall be constructed and so long thereafter as pipe lines are maintained thereon.

2, The Party of the Second Part agrees that no structures or improvements which would interfere with the operation and maintenance of the existing pipe lines or the construction, operation and maintenance of the third pipe line shall be built or placed upon the right-of-way and easement described in Paragraph 1 above; it being agreed, however, that the Party of the Second Part shall have the right to place on, along, across or under said right-of-way telephone, light, water, sewer and other utilities, lines or similar improvements, provided the specific location of the same shall be approved in writing by the Party of the First Part. The Party of the Second Part shall have the right to pave over the right-of-way and easement described in

Paragraph 1 hereof; provided, however, that a 30 inch earth cover shall be maintained by the Party of the Second Part over all pipe lines constructed and situated across the lands of the Party of the Second Part, and if it shall become necessary to damage the paving for maintenance of the existing or future pipe lines, or for the construction of the third pipe line, such paving shall be repaired or replaced by the Party of the Second Part at its expense and the Party of the First Part shall have no responsibility in relation thereto. It is further expressly understood and agreed that Party of the First Part shall have the right to construct, operate and maintain pipe lines over, through, under or across any such utility lines and other improvements as may be constructed or placed on the said right-of-way by Party of the Second Part.

3. Except as herein supplemented and modified, the Right-of-Way Agreement and Supplemental Right-of-Way Agreements herein above referred to as originally executed are hereby ratified and confirmed in all respects.

4. This Supplemental Right-of-Way Agreement shall be binding upon the Party of the First Part, its successors and assigns, and upon the Party of the Second Part, her heirs, personal representatives and assigns.

WITNESS the signature of TRANSCONTINENTAL GAS PIPE LINE CORPORATION by its Vice President, and its corporate seal hereto affixed, and the signature of VERENA A. HOWISON, and her seal hereto affixed, all as of the day and year first above written.

ATTEST:

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION



Bladys M. Jurclak
Assistant Secretary

By *Dan Williamson* (SEAL)
Vice President
Party of the First Part
DAN WILLIAMSON

BWD
A.C.R.

Wallace Jones *Verena A. Howison* (SEAL)
Verena A. Howison
Party of the Second Part

LIBER 2890 FOLIO 191

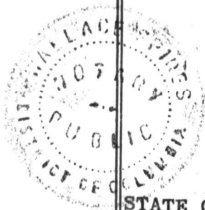
Washington, D.C.

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

To Wit:

I hereby certify that on this *15th* day of *August*, 1961,
before me the subscriber, a Notary Public of the State of Maryland,
in and for Montgomery County, personally appeared Verena A. Howison,
Party of the Second Part and she acknowledged the foregoing
Supplemental Right-of-Way Agreement to be her deed and act.

WITNESS my hand and notarial seal.



WALLACE SPIRES
Notary Public
Washington, D. C.
My Commission Expires April 14, 1962

Wallace Spires
Notary Public

My Commission expires _____

STATE OF TEXAS)
COUNTY OF HARRIS) To Wit:

I hereby certify that on this *13th* day of *September*, 1961,
before me the subscriber, a Notary Public of the State of Texas,
in and for Harris County, personally appeared DAN WILLIAMSON
Vice President of TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a
Delaware corporation, Party of the First Part, and on behalf of
the said Corporation did acknowledge the foregoing Supplemental
Right-of-Way Agreement to be the corporate act of the said
Corporation.

WITNESS my hand and notarial seal.



Mary Jane Russell
Notary Public

My Commission expires _____

MARY JANE RUSSELL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1962