



VIA EMAIL

June 23, 2022

Mr. Barney Rush  
Mayor, Town of Chevy Chase  
4301 Willow Lane  
Chevy Chase, MD 20815

Re: *Corso Chevy Chase – Letter of Intent*

Mr. Mayor:

Thank you for your April 15 letter which included a series of responses pertaining to the Corso Chevy Chase Concept Plan and your June 15 letter which requested additional information pertaining to the broader Corso Chevy Chase redevelopment (the “Project”).

Based upon your letters, the several Town of Chevy Chase (the “Town”) community meetings and various individual and group neighborhood discussions, Corso DC, LLC (“Corso”), submits this letter and attached Exhibits to the Town which outline specific elements related to its proposed Local Map Amendment (LMA) submission and other predevelopment, construction, and operational-related elements of the Project.

Our intent is that this letter and attached Exhibits serve as our collective guide in creating two binding documents pertaining to the Project: a Declaration of Covenants (DOC) and a Memorandum of Understanding (MOU), both aimed at memorializing a set of specific understandings between the Town and Corso.

Attached to this letter you will find:

- A. MOU and DOC Exhibits.** We understand that because we will continue to collaborate as this process continues, we have attempted to make these specific enough to address the major components of the Project, but also broad enough so that they do not prohibit expansion or improvement when being codified in final form in the actual COD and MOU.
- B. Draft LMA Submission.** This is the submission package that is intended to comply with the Montgomery County LMA application requirements, including:



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- **Land Use Report** – which provides a narrative and statement of justification for the application
- **Certified Zoning Map** – which depicts the current and surrounding zoning classifications
- **Existing Conditions Exhibit** – which depicts the location of the existing site features including buildings, parking, and other existing conditions
- **NRI/FSD** – which depicts the location of the existing specimen trees and other natural features located on the property (this is the same plan that was provided to the Town in April)
- **Floating Zone Plan** – which depicts the conceptual location of the buildings, setbacks, and anticipated phasing
- **Circulation Exhibit** - which depicts the vehicular and pedestrian circulation patterns throughout the Project
- **Open Space Exhibit** – which depicts the location and amount of Public Open Space for the Project (please be advised, this only shows the “Public Open Space” area that is defined under the Zoning Ordinance, and does not include full extent of varied and programmed open space program that will be a part of the Project)
- **Preliminary Forest Conservation Plan** – which depicts the location of the proposed Forest Conservation Easements
- **Concept Fire Access Exhibit** – which depicts the vehicular and pedestrian access necessary for emergency service
- **Traffic Justification Statement** – which outlines the basic analysis of traffic impacts for before and after the redevelopment

Please note that these Exhibits have not been reviewed by Montgomery County - who is also a party to this redevelopment effort. While we have no intention of submitting the LMA application at this time, we will be sharing these drafts with the County so we may continue a dialogue aimed at ensuring compliance with its regulations and policy goals.

**C. Additional Requested Information.** Although not required as part of LMA submission, we have also attached several additional items the Town has requested to further assist it in understanding the Project, including:

- **Conceptual Building Plans** – which depict the total square footage, unit count, location of amenities and shops, by building, among other related information



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- **Site Sections** – which have been updated to show the outline of the existing buildings
- **Building Height Exhibit** – which shows the building heights of each building
- **Basic 3D Viewing Model (link)** – Please visit [THIS LINK](#) to view the 3D model as seen from the four public roads (Meadow Lane, Thornapple Street, Connecticut Avenue, and Woodside Place) that are closest to the perimeter of the property. While this digital model shows the perspective view of the actual building heights and setbacks more accurately in context, as previously mentioned, we have not fully developed the facades nor many of the architectural sensitivities that will be included in a project of this complexity and form. Existing on-site trees have been modeled based upon photographs taken this month.

We are also including here some additional information requested in the Town’s April 12 letter, specifically:

- **Garage Soil Planters.** The applicable stormwater management regulations require minimum depths of bio-retention facilities that will be located throughout the landscaped areas of the Project. These generally include a 3” mulch layer, 24” to 48” of planting media, a 6” sand bed, 6” of stone layered above drainage, and 3” of stone layered below drainage. This is the configuration of planters we envision will be integral to the garage surface/structure as part of the Project.
- **Town Garage.** As part of the Construction Management Plan that will be created during the Site Plan process, Corso intends to construct a temporary garage and associated surface parking spaces on the Phase 2 parcel during construction of Phase 1. Corso will work with the Town to ensure this temporary facility will support the Town’s necessary services. The Town can then move to the new permanent Town garage (see location shown on the Conceptual Building Plans) once Phase 1 is complete. We feel this condition can be more specifically codified in the MOU.
- **Phasing.** The phasing locations are shown on the Floating Zone Plan and associated exhibits attached to this letter. This arrangement is largely based upon constructability, operational capacity, and financing requirements. The intent is to have the phases constructed concurrently, however, given the variety of factors involved over the next 3-4 years, we can’t say the timing is certain.
- **Signalization Study.** Yes, Corso will study the signalization of adjacent intersections in concert with Town input at the appropriate time in the process.
- **Stormwater Management Inclusion.** Yes, Corso will welcome a Town-appointed civil engineer to be a party to the stormwater management design at the appropriate time in the process.
- **Shops.** As indicated on the Conceptual Building Plans included with this letter, please see the areas denoted as “Shops” located along Connecticut Avenue. The intent is for these to be



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approximately 5,000 SF in aggregate and include the three uses previously discussed (florist, ice cream shop, and small café).

Lastly, as we refined the design in preparation of these exhibits, we have been able to reduce the height of some of the buildings since the presentation on June 2. **In specific, we have lowered the buildings located in the central portion of the property from six (6) stories to five (5) stories.** As a result, no buildings are planned taller than five (5) stories as part of the Project.

As outlined in Corso's June 2 presentation, once you have had time to review and comment on this letter and attached information, our intention is to submit the LMA application to Montgomery County and subsequently draft the actual DOC and MOU with the intent of them being finalized and executed (and recorded, as applicable) commensurate with the Montgomery County Council hearing regarding the LMA (anticipated in early 2023).

We look forward to the Town's review of the attached exhibits and additional information, answering any questions related to them, and formalizing our mutual understanding of this Project.

Best Regards,

Grant Epstein  
*President*  
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### Exhibit A – Content of the Declaration of Covenants

A Declaration of Covenants (DOC) shall be jointly created by Corso and the Town which will include the same binding elements as contained in the LMA and shall be recorded among the land records of the property. The following list (as shown on the Floating Zone Plan) shall serve as our intended template for inclusion in the DOC:

- Vehicular access to/from Thornapple Street, Woodside Place, and Meadow Lane shall be prohibited. Vehicular access shall be limited to Connecticut Avenue.
- The Applicant will place, areas as more accurately depicted on the Forest Conservation Plan, and generally along the western and northern property lines, in a Category I or II Conservation Easement(s), as applicable.
- A public walking path through the proposed Category I or II Conservation Easement, as applicable, located along the western property boundary shall be prohibited.
- Maintain a minimum building setback of eighty-one-feet (81') from Thornapple Street and maintain such area as primarily for natural habitat, tree cover and ancillary pedestrian circulation.

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This Exhibit does not constitute a binding agreement. It does not create any legal rights or obligations between parties, nor does this Exhibit attempt to be comprehensive on those issues that are addressed. No binding agreement will exist unless and until the terms expressed herein and other essential terms are set forth in a definitive DOC and executed by the applicable parties.



## Exhibit B - Content of the Memorandum of Understanding

A Memorandum of Understanding (MOU) shall be jointly created by Corso and the Town and shall include a series of agreements pertaining to the predevelopment, construction, and operations of the Project. The MOU shall include:

### Predevelopment:

- A commitment by Corso to study signalization related to the Project and provide the Town with all traffic study or traffic impact analyses created as part of the redevelopment effort.
- A commitment by Corso to include the Town forester in any current and future activities within the FCE's with the intent of maintaining these areas as natural, forested, wildlife habitats.
- A commitment by Corso that no changes to the Forest Conservation Easements will occur outside of the LMA or Site Plan process.
- A commitment by Corso to provide the Town with all stormwater management plans created as a part of the redevelopment, design such plans with the intent of minimizing adverse impact to adjacent properties, and include a Town-appointed civil engineer to participate in related activities.
- A commitment by Corso to keep fencing installation around the Property to a minimum, with intent of creating a balance between pedestrian circulation and Corso resident safety.
- A commitment by Corso to pursue Darksky.org compliant lighting in the design aimed at minimizing impact on light pollution and wildlife habitats.
- A commitment by Corso to screen and/or otherwise locate refuse storage and collection activities away from adjacent properties.

### Construction:

- A commitment by Corso to prepare and codify a set of construction rules and regulations with the goal of minimizing the impact of construction on adjacent Town residents.
- A commitment by Corso to regularly notify the Town about upcoming construction activities through a listserv or other regularly updated distribution method prior to and during construction activities.
- A commitment by Corso to prohibit construction vehicles from using and/or parking on Town streets during the construction process.



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- A commitment by Corso to minimize, to the greatest extent practical, the duration between phases of construction.
- A commitment by Corso to provide a temporary location upon the Property for the relocation of existing Town garage during construction.

### **Operations:**

- A commitment by Corso to ensure activities scheduled at the proposed theater be provided to the Town on a regular basis and that Town residents remain welcome to attend such activities with the goal of encouraging engagement between Corso and other Town residents.
- A commitment by Corso to provide access to the theater for holding official Town meetings on a case-by-case basis with the intent of furthering engagement between Corso and other Town leadership.
- In the event an indoor pool and spa have excess capacity upon substantial occupancy of the Project, a commitment by Corso to open the respective facilities Town residents (age-restricted) according to a set of reasonable rules and regulations, one of which will include availability of parking for guests in the Corso garage.
- A commitment by Corso to provide short-term parking on the Property so that any Corso visitors do not park on Town streets.
- A commitment by Corso to provide a permanent location upon the Property for a new Town garage and associated parking spaces.

The MOU shall also include provisions for the Town to issue the applicable building permits necessary to construct and operate Corso, as long the respective covenants and agreements remain current and in full force and effect.

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