



MCALLISTER
DEATAR
SHOWALTER
& WALKER

Anthony P. Kupersmith
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December 16, 2025

Via First Class Mail and Email

Montgomery County Board of Appeals
100 Maryland Ave., Room 217
Rockville, Maryland 20850
BOA@montgomerycountymd.gov

Re: Request to Transfer Special Exception Case No. CBA-1587-A

Dear Members of the Board:

This firm represents ShoreGate of Bethesda LLC (“Shoregate”), the contract purchaser of 5401 West Cedar Lane, Bethesda, Maryland 20814, Tax ID No. 07-00555120, consisting of 3.87 acres, more or less (the “Property”). The purpose of this letter is to request that the Board of Appeals approve a transfer of Special Exception No. CBA-1587-A, which permits the operation of a medical clinic on the Property, from the current holder, Georgetown Park Associates, L.P. (“Owner”) to Shoregate in connection with Shoregate’s acquisition of the Property. Enclosed please find: (1) a copy of the Special Exception; (2) a letter from Shoregate confirming the request and that they will comply with the terms of the Special Exception; (3) a letter from the Owner consenting to the transfer; (4) a redacted copy of the Purchase and Sale Agreement between Shoregate and Owner; (5) a list of abutting and confronting property owners; and, (6) a check in the amount of \$220.00 made payable to “Montgomery County, MD” for the transfer application fee.

We respectfully request that our transfer request be added to the agenda for the Board’s next work session scheduled for January 14, 2026. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Anthony P. Kupersmith

Enclosures (6)

cc: Shoregate Partners, LLC, Manager



December 16, 2025

Via First Class Mail and Email

Montgomery County Board of Appeals
100 Maryland Ave., Room 217
Rockville, Maryland 20850
BOA@montgomerycountymd.gov

Re: Request to Transfer Special Exception Case No. CBA-1587-A

Dear Members of the Board:

Shoregate of Bethesda LLC, ("Shoregate") through its manager, ShoreGate Partners, LLC hereby requests that the above-referenced Special Exception be transferred from the current holder, Georgetown Park Associates, L.P. ("Georgetown Park"), to Shoregate. Shoregate has entered into a Purchase and Sale Agreement with Georgetown Park to purchase the property that is subject to the Special Exception. Shoregate desires to have the Special Exception transferred so that Shoregate may continue operating the property as a "medical clinic" in accordance with the terms of the Special Exception. Shoregate hereby agrees to be bound by the terms of the and conditions of the Special Exception.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

ShoreGate of Bethesda, LLC
By: ShoreGate Partners, LLC, its Manager

A handwritten signature in black ink, appearing to read "J. Nonemaker".

Justin Nonemaker, Manager

GEORGETOWN PARK ASSOCIATES, L.P.
18 Rockledge Road
Rye, NY 10580

December 15, 2025

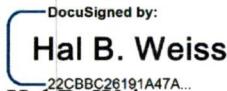
Montgomery County Board of Appeals
100 Maryland Ave., Room 217
Rockville, Maryland 20850
BOA@montgomerycountymd.gov

Re: Consent to Transfer Special Exception Case No. CBA-1587-A

Dear Members of the Board:

Georgetown Park Associates, L.P., the current holder of the above-referenced Special Exception, hereby consents to and joins in the request by Shoregate of Bethesda, LLC (“Shoregate”), the contract purchaser of the affected real property, for the transfer of the Special Exception to Shoregate. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

DocuSigned by:

Hal B. Weiss
22CBBC26191A47A...
Hal B. Weiss
Vice President
Georgetown Park Associates, L.P.

Jim W. Mangelsberger
Case No. 1587

PETITION OF HILLANDALE MEDICAL CORP.
(Hearing held June 25, 1964)

OPINION OF THE BOARD

This proceeding is on a petition for a special exception under Section 104-29(q-1) of the Zoning Ordinance (Chap. 104, Mont. Co. Code 1960, as amended) to permit the construction and operation of a medical clinic. The subject property contains .3.8328 acres in a tract called "Contention", located at 5401 West Cedar Lane, Bethesda, Maryland, in an R-60 Zone.

The petitioner presented expert testimony to show that:

1. All of the applicable setbacks, height limitation, percentage of building coverage and other requirements of the Ordinance had been met in the development of the site plan.
2. The buildings for the proposed doctors park will be colonial in design and will resemble town houses to insure compatibility with the neighborhood.
3. Extensive landscaping will be done both around the building and to accommodate screening from the adjacent properties. The proposed screening will consist of a privit hedge, white pines and other flowering shrubs and trees.
4. The only vehicular entrance will be on Cedar Lane which is a major collector street and that no problems will result from the traffic movements generated by the proposed facility.
5. Based on noise studies of the surrounding area the proposed use will not create a nuisance because of additional physical activity.
6. A real estate expert had made careful studies of other similar uses and these studies show no devaluating affect on the surrounding residential property.
7. An expert planning consultant had carefully reviewed the plans for the proposed use and that every effort had been made to preserve the existing trees on the subject property and that the plan would provide maximum protection to the surrounding neighbors. He testified further that in his opinion the proposed use would be beneficial to the neighborhood in that it commits the ground to a dignified and non-commercial appearing activity.
8. That the applicant will provide 315 off-street parking spaces which are more than adequate to meet the parking requirements for the proposed use.

There was considerable opposition expressed at the hearing by both the citizens association and by several adjoining neighbors. The opposition was directed to the point that the proposed use was too dense and little "green space" would remain after completion of the development.

Residents of Camberley Avenue were particularly concerned about the possible nuisance from noise and physical activity in the parking lot which closely adjoined their homes.

Based on the evidence and testimony the Board must conclude that the applicant clearly has met the burden of proof as set forth in the Ordinance to justify the proposed special exception. The Board however is quite concerned about the unusual shape of the residential lots abutting the subject property at the northeast corner. The northeast corner of the proposed site is only approximately 13 feet from Camberley Avenue with single family lots abutting both the east and north sides. Accordingly, under the authority set forth in paragraph 104-28(a) of the Zoning Ordinance the Board imposes the following conditions:

That portion of the parking lot and access drives shown on the site plans Exhibit No. 3, in the northeast corner of the property that fall within the triangle created by extending 125 feet from the northeast corner along the property lines in a westerly and southerly direction and then connected by a straight line shall be eliminated and the adjacent area of the parking facility be re-arranged to preserve the circulation of traffic as shown on Exhibit No. 3.

Subject to the condition set forth above the application for special exception is hereby granted in accordance with the exhibits and testimony set forth at the hearing.

The Board adopted the following Resolution:

"Be it Resolved by the County Board of Appeals for Montgomery County, Maryland, that the opinion stated above be adopted as the Resolution required by law as its decision on the above-entitled petition."

The foregoing Resolution was proposed by Mr. Page F. Hopkins, Vice Chairman, and concurred in by Mrs. Elaine Lady, Messrs. J. Hodge Smith, Chairman, Bernard D. Gladhill and Henry J. Noyes, constituting all the members of the Board.

I do hereby certify that the foregoing
Minutes were officially entered upon the
Minute Book of the County Board of Appeals
this 21st day of July, 1964.

Patricia R. Franks, mj

Clerk to the Board

NOTE: Please see Section 104-24(c) of the Ordinance regarding the 12-months' period within which the right granted by the Board must be exercised.

This opinion sent to all persons who received notice of the hearing.

BOARD OF APPEALS
for
MONTGOMERY COUNTY

Stella B. Werner Council Office Building
100 Maryland Avenue
Rockville, Maryland Avenue
(301) 217-6600

CASE NO. CBA-1587

PETITION OF HILLANDALE MEDICAL CORPORATION

Resolution to Transfer Special Exception to
Georgetown Park Associates, L.P. and
Deny Administrative Modification Request
(Resolution Adopted October 17, 2000)
(Effective Date of Resolution: July 31, 2001)

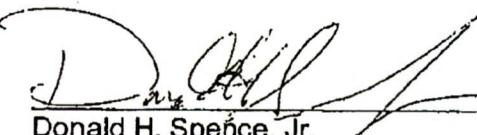
The Board of Appeals received correspondence from James F. McGowan, dated May 8, 2000 requesting a transfer and administrative modification of the special exception.

The subject property contains 3.8328 acres in a tract called "Contention", located at 5401 West Cedar Lane, Bethesda, Maryland in the R-60 Zone.

BE IT RESOLVED by the Board of Appeals for Montgomery County that the record in Case No. CBA-1587 is hereby re-opened to receive Mr. James F. McGowan's May 8, 2000 letter, and

BE IT FURTHER RESOLVED by the Board of Appeals for Montgomery County, Maryland that the Board of Appeals Worksession minutes for October 17, 2000 here attached are adopted as the Resolution required by law as the Board's decision on the above-entitled case.

On a motion by Angelo M. Caputo, seconded by Donna L. Barron, with Mindy Pittell Hurwitz and Donald H. Spence, Jr., Chairman, in agreement, the Board adopted the foregoing Resolution. Board member Louise L. Mayer was necessarily absent and did not participate in the Resolution.



Donald H. Spence, Jr.
Chairman, Montgomery County Board of Appeals

Entered in the Opinion Book
of the Board of Appeals for
Montgomery County, Maryland
this 31st day of July, 2001.



Katherine Freeman
Executive Secretary to the Board

NOTE:

Any request for rehearing or reconsideration must be filed within fifteen (15) days after the date the Opinion is mailed and entered in the Opinion Book (See Section 59-A-4.63 of the County Code). Please see the Board's Rules of Procedure for specific instructions for requesting reconsideration.

Any party may, within fifteen (15) days of the date of the Board's Resolution, request a public hearing on the particular action taken by the Board. Such request shall be in writing, and shall specify the reasons for the request and the nature of the objections and/or relief desired. In the event that such request is received, the Board shall suspend its decision.

Any decision by the County Board of Appeals may, within thirty (30) days after the decision is rendered, be appealed by any person aggrieved by the decision of the Board and a party to the proceeding before it, to the Circuit Court for Montgomery County in accordance with the Maryland Rules of Procedures.

8. CBA-1587, Petition of Hillandale Medical Corporation (medical clinic). Letter to the Board from Stanley N. Garber, Zoning Investigator, Department of Permitting Services (DPS), notifying the Board of the special exception violation.

Action: Granted 5/8/00 request to transfer the special exception; (2) denied administrative modification request, (3) Show-Cause-Hearing to be scheduled for the outstanding violation, (MPH/LLM, 4-0).

9. CBA-3028, Petition of Leo J. Hanrahan (horticultural nursery, garden center, landscape contractor). Possible continuation of the Show Cause Hearing. (Special exception holder has applied for major modification, Staff currently awaiting outstanding items.)

Action: No action required, BOA consideration deferred until public hearing, consensus.

10. S-97, Petition of Dr. John C. Meyer and Dr. Roger A. Laundy, Partners (animal hospital and veterinary clinic). Letter to the Board from Stanley N. Garber, DPS, notifying the Board of the special exception violation.

Action: Item deferred until a determination of whether or not the use permitted, consensus.

11. S-862, Petition of Federation of American Societies for Experimental Biology (private educational institution). Letter to the Board from Robert H. Metz and Anne C. Martin, petitioner's attorneys, requesting an administrative modification and waiver of requirements for variance application.

Action: (1) Granted the consolidation of the hearings; (2) denied the waiver for the building permit denial, (MPH/LLM, 4-0).

12. S-1334, Petition of Nancy M. Wessells (home occupation). Letter to the Board from Stanley N. Garber, DPS, requesting that the special exception be revoked. Also included is a letter from Pablo Collins, current property owner, confirming that the special exception has been abandoned and requesting that the special exception be revoked.

Action: Special exception revoked as abandoned, (MPH/LLM, 4-0).

13. S-2376, Petition of Gregory Eisenstadt, Trustee for Edgewood Hill Associates (child day care facility) and S-2377, Petition of Gregory Eisenstadt, Trustee for Edgewood Hill Associates (elderly housing). Letter to the Board from Steven A. Robins, petitioner's attorney, requesting a one-year extension of time.

Action: Granted one-year extension of time to implement, 12 months from issuance of BOA opinion. (< 4-0).

14. S-2456, Petition of 7401 Lindbergh, LLC (automobile filling station and ancillary convenience store). Motion for Reconsideration to the Board from Edward B. Lattner, Associate County Attorney. Also included is an Affidavit of Marc Atc, Executive Director, Montgomery County Revenue Authority, and a Motion in Opposition for Reconsideration from Stanley D. Abrams, petitioner's attorney.

Action: Granted reconsideration, (MPH/DLB, 3-1(LLM/abstained).

CORRECTED RESOLUTION

**BOARD OF APPEALS
for
MONTGOMERY COUNTY**

Stella B. Werner Council Office Building
100 Maryland Avenue
Rockville, Maryland Avenue
(301) 217-6600

CASE NO. CBA-1587

PETITION OF HILLANDALE MEDICAL CORPORATION

Resolution to Transfer Special Exception to
Georgetown Park Associates, L.P. and
Deny Administrative Modification Request

(Resolution Adopted October 17 (**Transfer**) and March 20 (**Modification**), 2000)
(Effective Date of Resolution: August 8, 2001)

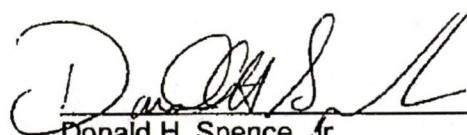
The Board of Appeals received correspondence from James F. McGowan, dated May 8, 2000 requesting a transfer and administrative modification of the special exception. **The Board also received a Memorandum, from Stanley N. Garber, Zoning Investigator, Department of Permitting Services, dated March 6, 2001.**

The subject property contains 3.8328 acres in a tract called "Contention", located at 5401 West Cedar Lane, Bethesda, Maryland in the R-60 Zone.

BE IT RESOLVED by the Board of Appeals for Montgomery County that the record in Case No. CBA-1587 is hereby re-opened to receive Mr. James F. McGowan's May 8, 2000 letter, and **Mr. Garber's March 6, 2001 Memorandum, with attachments**; and

BE IT FURTHER RESOLVED by the Board of Appeals for Montgomery County, Maryland that the Board of Appeals Worksession minutes for October 17, 2000 **and March 20, 2001**, here attached, are adopted as the Resolution required by law as the Board's decision on the above-entitled case.

On a motion by Angelo M. Caputo, seconded by Donna L. Barron, with Mindy Pittell Hurwitz and Donald H. Spence, Jr., Chairman, in agreement, the Board adopted the foregoing Resolution. Board member Louise L. Mayer was necessarily absent and did not participate in the Resolution.



Donald H. Spence, Jr.
Chairman, Montgomery County Board of Appeals

Entered in the Opinion Book
of the Board of Appeals for
Montgomery County, Maryland
this 8th day of August, 2001.



Katherine Freeman
Executive Secretary to the Board

NOTE:

Any request for rehearing or reconsideration must be filed within fifteen (15) days after the date the Opinion is mailed and entered in the Opinion Book (See Section 59-A-4.63 of the County Code). Please see the Board's Rules of Procedure for specific instructions for requesting reconsideration.

Any party may, within fifteen (15) days of the date of the Board's Resolution, request a public hearing on the particular action taken by the Board. Such request shall be in writing, and shall specify the reasons for the request and the nature of the objections and/or relief desired. In the event that such request is received, the Board shall suspend its decision.

Any decision by the County Board of Appeals may, within thirty (30) days after the decision is rendered, be appealed by any person aggrieved by the decision of the Board and a party to the proceeding before it, to the Circuit Court for Montgomery County in accordance with the Maryland Rules of Procedures.

BOARD OF APPEALS
for
MONTGOMERY COUNTY
Stella B. Werner Council Office Building
100 Maryland Avenue
Rockville, Maryland 20850
(240) 777-6700

SDAT 07-00555120
"5401 W. cedar La"

File address:
5413 W. Cedar La.

Case No. CBA-1587-A

PETITION OF GEORGETOWN PARK ASSOCIATES LP

OPINION OF THE BOARD

Hearing held December 19, 2001
Effective date of Opinion: February 28, 2002

Case No. CBA-1587-A is an application to modify a special exception for a Clinic pursuant to Section 59-G-2.14 of the Zoning Ordinance to permit an existing shed on the property. Board's review is limited to those aspects of the special exception which Georgetown Park Associates LP (the applicant or the Clinic) seeks to modify.

Steven Karr, an architect, testified on behalf of the applicant. There was no opposition to the proposed modification.

Decision of the Board: **Special Exception Modification Granted,** Subject to conditions enumerated below.

EVIDENCE PRESENTED TO THE BOARD

1. The subject property consists of approximately 3.87 acres and is located at 5401 West Cedar Lane, Bethesda, Maryland in the RE-60 zone. The site has approximately 400 feet of frontage along West Cedar Lane.
2. The surrounding neighborhood contains a mixture of residential and institutional land uses. Adjoining the subject property to the east and northeast are single-family homes in the R-60 zone. Adjoining the site to the northwest is the American College of Cardiology which operates by special exception in the R-60 zone. Adjoining to the west is a Knights of Columbus facility in the R-60/TDR zone and a WSSC water tower in the R-60 zone. Confronting to the south, across West Cedar Lane, is the National Institutes of Health campus in the R-60 zone.
3. The medical Clinic has operated by special exception on the property since 1964. Its offices are located in three rows of colonial style buildings, each two stories in

height. A large parking facility serves the Clinic with one entrance off West Cedar Lane.

4. The applicant seeks to modify the special exception to include an existing accessory storage building (a shed) which is used for maintenance equipment and supplies. The shed protects grounds maintenance equipment, including lawn mowers, snow blowers, wheelbarrows, and other tools from the elements. It also stores grounds maintenance supplies including grass seed and bagged mulch as well as supplies for the maintenance and incidental repairs of the buildings. Two maintenance employees currently on site will utilize the building as necessary.
5. The shed is 12 feet wide and 14 feet long and has a height of nine feet eight inches. It is painted green in color with a gray asphalt roof, and is depicted in photos submitted by the applicant (Exhibit 5b). It is located at the northwest corner of the existing paved parking facility, has a footprint of approximately 300 square feet, and is depicted in the site plan submitted by the applicant (Exhibit 4b). The shed has the same setbacks as the parking facility. It is 10 feet from the western property line and 22 feet from the northern property line. The shed is screened by painted masonry wall on the northern and western edges of the paved area, and by dense trees.
6. The shed does not increase the intensity of the Clinic's activities, nor does it generate any significant additional traffic.
7. The Bethesda-Chevy Chase Master Plan covering the property supports the existing R-60 zone for the subject property and medical clinics are allowed by special exception in that zone. The property is shown on the Master Plan as containing an office use.
8. The Maryland-National Capital Park and Planning Commission (M-NCPPC) reviewed the proposed modification of the special exception and recommended approval of the application.
9. M-NCPPC Technical Staff determined that the shed is exempt from the requirements of the Montgomery County Forest Conservation Law (Chapter 22A of the County Code) because the original special exception use was approved prior to July 1, 1991 and because the modification does not result in the clearing of more than 5,000 square feet of forest.

FINDINGS OF THE BOARD

GENERAL STANDARDS

The proposed modification meets the requirement set forth in Section 59-G-1.2.1, specifically:

59-G-1.2.1. Standard for evaluation. A special exception must not be granted absent the findings required by this Article. In making these findings, the Board of Appeals, Hearing Examiner or District Council, as the case may be, must consider the inherent and non-inherent adverse effects of the use on nearby properties and the general neighborhood at the proposed location, irrespective of adverse effects the use might have if established elsewhere in the zone. Inherent adverse effects are the physical and operational characteristics necessarily associated with the particular use, regardless of its physical size or scale of operations. Inherent adverse effects alone are not a sufficient basis for denial of a special exception. Non-inherent adverse effects are physical and operational characteristics not necessarily associated with the particular use, or adverse effects created by unusual characteristics of the site. Non-inherent adverse effects, alone or in conjunction with the inherent effects, are a sufficient basis to deny a special exception.

The existing shed is screened by existing painted masonry walls and dense trees. Therefore it will have no adverse effects on nearby properties and the general neighborhood.

The proposed modifications meet the general conditions set forth in Section 59-G-1.21, specifically:

(a) *A special exception may be granted when the Board, the Hearing Examiner, or the District Council, as the case may be, finds from a preponderance of the evidence of record that the proposed use:*

(1) *Is a permissible special exception in the zone.*

Because the shed is part of the Clinic special exception permitted in the R-60 zone, it is permissible in the zone.

(2) *Complies with the standards and requirements set forth for the use in Division 59-G-2. The fact that a proposed use complies with all specific standards and requirements to grant a special exception does not create a presumption that the use is compatible with nearby properties and, in itself, is not sufficient to require a special exception to be granted.*

The Clinic with a shed complies with the standards and requirements set forth in Section 59-G-2.14 of the Zoning Ordinance.

- (3) *Will be consistent with the general plan for the physical development of the District, including any master plan adopted by the commission. Any decision to grant or deny special exception must be consistent with any recommendation in an approved and adopted master plan regarding the appropriateness of a special exception at a particular location. If the Planning Board or the Board's technical staff in its report on a special exception concludes that granting a particular special exception at a particular location would be inconsistent with the land use objectives of the applicable master plan, a decision to grant the special exception must include specific findings as to master plan consistency.*

Because the Clinic with a shed is consistent with the Bethesda-Chevy Chase Master Plan it is consistent with the general plan for the development of the district..

- (4) *Will be in harmony with the general character of the neighborhood considering population density, design, scale and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions, and number of similar uses.*

Because approval of the shed will not increase the number of medical practitioners or patients, and because the shed will be used only by two existing maintenance employees, it will not affect population density or intensity of activity, traffic or parking. The shed is relatively small and is situated in an unobtrusive corner of the subject property and its design is in harmony with the general character of the neighborhood. The shed complies with all applicable height and lot coverage restrictions, hence the scale and bulk of the modification is also in harmony with the general character of the neighborhood.

- (5) *Will not be detrimental to the use, peaceful enjoyment, economic value or development of surrounding properties or the general neighborhood at the subject site, irrespective of any adverse effects the use might have if established elsewhere in the zone.*

Approval of the modification will be subject to the submitted site plan and landscaping plan and the modification will not be detrimental to the use, peaceful enjoyment, economic value or development of surrounding properties or the general neighborhood, and will cause no objectionable noise, vibrations, fumes, odors, dust, glare or physical activity

(6) *Will cause no objectionable noise, vibrations, fumes, odors, dust, illumination, glare or physical activity at the subject site, irrespective of any adverse effects the use might have if established elsewhere in the zone.*

The proposed modification will have none of these effects.

(7) *Will not, when evaluated in conjunction with existing and approved special exceptions in any neighboring one-family residential area, increase the number, intensity, or scope of special exception uses sufficiently to affect the area adversely or alter the predominantly residential nature of the area. Special exception uses that are consistent with the recommendation of a master or sector plan do not alter the nature of an area.*

The modification will not adversely affect the residential nature of the area.

(8) *Will not adversely affect the health, safety, security, morals or general welfare of residents, visitors or workers in the area at the subject site, irrespective of any adverse effects the use might have if established elsewhere in the zone.*

The modification will not have any effect on the area or its residents, and will not adversely affect the health, safety, security, morals or general welfare of residents, visitors or workers in the area.

(9) *Will be served by adequate public services and facilities including schools, police and fire protection, water, sanitary sewer public roads, storm drainage and other public facilities.*

The modification will not require any additional public services or facilities for the subject property.

SPECIFIC STANDARDS

The modification complies with the standards and requirements set forth for the use in Section 59-G-2.14, specifically:

(a) *Development standards are as follows:*

(1) *Minimum lot area: 40,000 square feet.*
(2) *Minimum frontage: 200 feet*

- (3) *Minimum setback from all property lines: 40 feet, except that the setbacks may be reduced if found to be compatible within an historic district as set forth in Sec. 59-A-6.23.*
- (4) *Maximum building height: as specified in the zone.*
- (5) *Maximum lot coverage: 15 percent.*

The existing shed does not affect the conformance of the existing medical Clinic with the development standards.

- (b) *The property must front on and have direct access to a public road built to arterial or higher standards: except that access to a corner lot may be from an adjoining primary street, constructed to primary standards, if the Board finds this access to be appropriate and not detrimental to existing residential uses on that primary street.*

The existing shed does not affect the existing access to the Clinic from West Cedar Lane.

- (c) *Any accessory service that is part of the clinic, including a laboratory or pharmacy for use by patients of medical practitioners in the clinic, must comply with the following standards:*
 - (1) *Direct access from the street is prohibited; any access must be from an interior lobby or hallway or from a parking area that does not front on a public street.*
 - (2) *Hours of operation must be no earlier and no later than those of medical practitioners in the clinic.*

Accessory services connected with the special exception will not be affected by the existing shed.

- (d) *Adequate parking must be provided on site in accordance with the requirements for a medical or dental clinic, as stated in article 59-E, and further limitations, if any, prescribed by the Board.*

The existing shed does not affect the provision of adequate parking on site.

- (e) *The Board may limit hours of operation, numbers of practitioners and employees, and the number, character and extent of accessory services.*

The existing shed does not result in any changes to the hours of operation, numbers of practitioner, employees, or provisions of accessory services

(f) *In approving a modification of the petition as previously approved, the board must find that the use at the location in question will not be detrimental to the surrounding residential community because of traffic, noise or physical activity and will not adversely affect the present character or future development of that community as a residential area.*

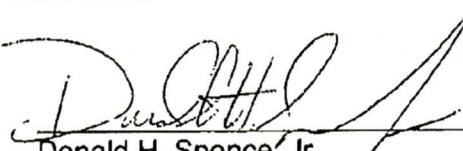
Because the shed is relatively small, is located on an unobtrusive corner of the property, and is adequately screened, neither the design nor the location of the shed will result in any adverse effect on the nearby residential area.

The Board **grants** the application for the proposed modification to the special exception, subject to the following condition:

1. Petitioner shall be bound by all of its testimony and exhibits of record and the testimony of its witnesses, to the extent that such testimony and representations are identified in the Board's opinion granting the special exception modification.

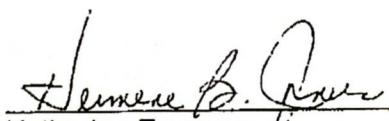
On a motion by Allison Ishihara Fultz, seconded by Angelo M. Caputo, with Donna L. Barron, Louise L. Mayer, and Donald H. Spence, Jr., Chairman in agreement, the Board adopted the following Resolution.

BE IT RESOLVED by the Board of Appeals for Montgomery County, Maryland that the opinion stated above is adopted as the Resolution required by law as its decision on the above-entitled case.



Donald H. Spence, Jr.
Chairman, Montgomery County Board of Appeals

Entered in the Opinion Book
of the Board of Appeals for
Montgomery County, Maryland
this 28th day of February, 2002.



for Katherine Freeman
Katherine Freeman
Executive Secretary to the Board

NOTE:

Any decision by the County Board of Appeals may, within thirty (30) days after the decision is rendered, be appealed by any person aggrieved by the decision of the Board and any party to the proceeding before it, to the Circuit Court for Montgomery County in accordance with the Maryland Rules of Procedure.

Any request for rehearing or reconsideration must be filed within fifteen (15) days after the date the Opinion is mailed and entered in the Opinion Book (see Section 59-A-4.63 of the Zoning Ordinance). Please see the Board's Rules of Procedure for specific instructions for requesting reconsideration.

See Section 59-A-4.53 of the Zoning Ordinance regarding the twenty-four months' period within which the special exception granted by the Board must be exercised.

See Section 59-A-3.2 of the Zoning Ordinance regarding Use and Occupancy Permit for a Special Exception.

**CORRECTED RESOLUTION
SUBJECT PROPERTY
ADDRESS**

**BOARD OF APPEALS
for
MONTGOMERY COUNTY**

Stella B. Werner Council Office Building
100 Maryland Avenue
Rockville, Maryland 20850
(240) 777-6600

www.montgomerycountymd.gov/mc/council/board.html

CASE NO. CBA-1587-A

PETITION OF GEORGETOWN PARK ASSOCIATES

RESOLUTION TO RE-OPEN THE RECORD

(Resolution Adopted September 17, 2003)

(Effective Date of Resolution: February 5, 2004)

On August 4, 2003, the Board of Appeals received a copy of a building permit and wall check for construction of a storage shed on the special exception property. The Board of Appeals granted Case No. 1587 to Hillandale Medical Corporation on July 21, 1964, to permit the construction and operation of a medical clinic. On August 8, 2001, the Board approved transfer of the special exception to Georgetown Park Associates, L.P and denied an administrative modification of the special exception. On February 28, 2002, the Board granted Case No. CBA-1587-A, a modification of the special exception to permit a storage shed on the subject property.

The subject property is approximately 3.87 acres located at **5411, 5413 and 5415** West Cedar Lane, Bethesda, Maryland in the RE-60 Zone.

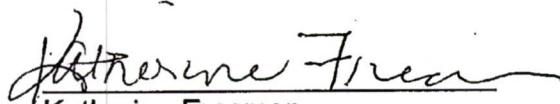
The Board of Appeals considered the building permit and wall check at its Worksession on September 17, 2003. The Board finds that there is no action required other than to receive the information into the special exception record. Therefore, on a motion by Angelo M. Caputo, seconded by Allison Ishihara Fultz, with Louise L. Mayer and Donald H. Spence, Jr., Chairman in agreement:

BE IT RESOLVED by the Board of Appeals for Montgomery County, Maryland that the record in Case No. CBA-1587-A, Petition of Georgetown Park Associates L.P, is re-opened to receive the building permit and wall check submitted to the Board on August 4, 2003.



Donald H. Spence, Jr.
Chairman, Montgomery County Board of Appeals

Entered in the Opinion Book
of the Board of Appeals for
Montgomery County, Maryland
this 5th day of February, 2004.



Katherine Freeman
Executive Secretary to the Board

NOTE:

Any request for rehearing or reconsideration must be filed within fifteen (15) days after the date the Opinion is mailed and entered in the Opinion Book (See Section 59-A-4.63 of the County Code). Please see the Board's Rules of Procedure for specific instructions for requesting reconsideration.

Any decision by the County Board of Appeals may, within thirty (30) days after the decision is rendered, be appealed by any person aggrieved by the decision of the Board and a party to the proceeding before it, to the Circuit Court for Montgomery County, in accordance with the Maryland Rules of Procedure.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into this 21st day of November, 2025 (the “Effective Date”) by and between GEORGETOWN PARK ASSOCIATES, L.P., a New York limited partnership (“Seller”); and SHOREGATE PARTNERS, LLC, a Maryland limited liability company or its permitted assignee (“Buyer”). Unless otherwise defined in this Agreement, the capitalized terms used in this Agreement have the meanings given such terms in Section 1 hereof (unless the context otherwise requires).

RECITALS:

Seller is the owner of the Real Property (defined below) and Improvements (defined below) located at 5401 W. Cedar Lane, Bethesda, Maryland and improved by three buildings with an aggregate square footage of approximately 32,400 square feet.

Buyer desires to purchase and Seller desires to sell the Property (hereinafter defined in Section 1 hereof) pursuant to the terms stated herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by all the parties, it is agreed as follows:

SECTION 1. Definitions. For purposes of this Agreement, the following capitalized terms used herein shall have the meanings set forth below:

Contracts. “Contracts” means all service, maintenance, supply, and other agreements relating to the operation of the Property, together with all modifications and amendments thereof and supplements relating thereto, to the extent transferable and which Purchaser elects to assume, which election shall be made during the Due Diligence Period by notice to Seller.

Environmental Law. “Environmental Law” means any federal, state, or local law, statute, ordinance, regulation, order or rule applicable to the Property and pertaining to health, industrial hygiene or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Conservation and Liability Act; the Resource Conservation and Recovery Act; the Federal Clean Water Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Federal Toxic Substances Control Act; the Federal Safe Drinking Water Act; the Federal Hazardous Materials Transportation Act; and environmental laws of the State of Maryland, including, without limitation, any laws regarding (i) Hazardous Substances, (ii) drinking water, (iii) underground storage of Hazardous Substances, (iv) hazardous waste management, and/or (v) the presence or treatment of mold, mildew or similar materials.

Escrow Agent. “Escrow Agent” means Tidemark Title Company.

Hazardous Substance. “Hazardous Substance” means (a) those substances included within the definition of “Hazardous Substances,” “Hazardous Materials,” “Toxic Substances,”

“Hazardous Waste,” or “Solid Waste” in any Environmental Law or in the regulations promulgated pursuant thereto; (b) those substances listed in the United States Department of Transportation Table (9 C.F.R. 172.101 and any amendments thereto) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (c) such other chemicals, substances, material, toxins, contaminants and wastes that are or become regulated under the applicable local, state, or federal laws or regulations; (d) oil and petroleum products, asbestos, polychlorinated biphenyls, TCE, PCE or urea formaldehyde; and (e) mold, mildew and similar materials.

Improvements. “Improvements” means all buildings, landscaping, parking, signs and other improvements now or hereafter situated on the Real Property (not including the Personal Property), and all right, title and interest appurtenant to the Improvements, including, without limitation, any easement, right-of-way, license, interest, right and appurtenance of any kind relating to the Improvements.

Judgment. “Judgment” means any judgment, order, award, or decree of any court, governmental authority, regulatory body or arbitrator of any kind.

Judicial Action. “Judicial Action” means any action, lawsuit, claim, proceeding, or investigation (or group of related actions, lawsuits, proceedings or investigations) brought before any court or other adjudicative body.

Leases. “Leases” means those Leases identified on the current rent roll (effective through October 31, 2025) on Schedule 2 attached hereto and incorporated herein by reference.

Personal Property. “Personal Property” means all right, title and interest of Seller in and to (i) all equipment, furniture, furnishing, fixtures, and personality, if any, located at the Real Property and/or the Improvements or affixed to any of the Real Property or the Improvements, which is owned by Seller and used in the operation of the Improvements, and (ii) all governmental approvals, licenses, entitlements, trademarks, goodwill, and other intangible property owned by Seller or otherwise appurtenant or relating to the Real Property. For the avoidance of doubt, Personal Property excludes the personal property of Tenants or other occupants at the Real Property.

Property. “Property” means, collectively, the Improvements, the Real Property, the Personal Property, the Contracts, and the Leases.

Real Property. “Real Property” means those certain tracts or parcels of land located in Bethesda, Maryland, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all right, title and interest appurtenant to such land, including, without limitation, any easements, rights of way, licenses, mineral rights, water rights, water stock and all other interests, rights and appurtenances of any kind relating to the land, and Seller’s interest, if any, in any land lying in the bed of any highway, street, road, avenue, access-way or in any easement, opened or proposed, in front of, at a side or adjoining such land.

Tenant. “Tenant” means those tenants identified under the Leases.

Title Company. “Title Company” means Escrow Agent.

SECTION 2. Purchase Price and Terms of Payment. The purchase price (“Purchase Price”) for the Property is s

1. The Purchase Price shall be paid by Buyer as follows:

A. Within five (5) days after the Effective Date, Buyer shall deposit the sum of y
d 1 with the Escrow Agent (the “Earnest Money”) and the Escrow Agent shall deposit such Earnest Money in a non-interest-bearing account.

B. Upon Closing, (i) the Earnest Money shall be applied against the Purchase Price, and (ii) subject to the apportionments and other credits provided for in this Agreement, the balance of the Purchase Price shall be paid to Seller in immediately available funds to an account or accounts designated by Seller.

SECTION 3. Conveyance and Title. Subject to the terms and conditions of this Agreement and for the consideration set forth herein, Seller agrees to convey, transfer, assign, sell and deliver to Buyer at Closing all of the following:

A. Fee simple title to the Real Property and Improvements by special warranty deed, subject only to the provisions of Section 4 below, the Permitted Exceptions and the lien for ad valorem taxes which are not yet due and payable. The legal description for the Real Property to be used in the aforementioned deed shall conform to the current record title description or an ALTA/ASCM survey, at Buyer’s election; and

B. All of Seller’s right, title and interest in and to the Contracts, the Leases, and the Personal Property. Seller and Buyer agree that the Personal Property included in this sale, if any, is negligible and that no portion of the Purchase Price is attributable to the Personal Property included in this transaction.

Subject to the rights of the Tenants under the Leases, Seller agrees to deliver possession of the Property on the Closing Date to Buyer, free of any other lease or other right of possession or claim of right of possession by any person or entity, except for the Permitted Exceptions.

SECTION 4. Title Review.

A. Buyer shall cause the Title Company to issue a commitment for a policy of title insurance relative to the Property (the “Title Commitment”) and, no later than ten (10) days prior to the end of the Due Diligence Period, Buyer shall notify Seller, in writing, of such objections as Buyer may have to anything contained in the Title Commitment and any survey Buyer obtains of the Property (the “Survey”), which are not Permitted Exceptions. Buyer’s failure to timely deliver the title objection notice in the preceding sentence shall constitute Buyer’s irrevocable acceptance of the Title Commitment and Buyer shall be deemed to have unconditionally waived any right to object to any matters set forth therein. Any item contained in Schedule B-2 of the Title Commitment or any matter shown on the Survey to which, in either case, Buyer does not object during the Due Diligence Period will be deemed a Permitted Exception; provided, however, Buyer shall be permitted to raise as title objections (within five (5) business days of Buyer being notified thereof) matters affecting title created of record after the date of the Title

SECTION 10. Covenants Pending Closing. Following execution of this Agreement and at all times prior to the Closing, Seller shall:

- (i) carry on Seller's operations at the Real Property and Improvements and maintain the Real Property and Improvements substantially in the same manner as heretofore conducted and existing and in all events in the ordinary course of business, ordinary wear and tear excepted;
- (ii) materially perform its obligations under the Leases;
- (iii) refrain from disposing of any property, entering into any leases or other agreements applicable to the Real Property which will survive the Closing, unless same have been approved by Buyer), or otherwise entering into any transaction inconsistent with the terms of this Agreement;
- (iv) except as otherwise expressly provided in this Agreement, not modify, amend, cancel or terminate the Leases or any insurance policy which Seller currently maintains and which insures the Real Property and Improvements; and
- (v) not encumber the Property with any matter of public record or enter into any contracts affecting the Property which cannot be terminated by Seller at Closing. During the Due Diligence Period, Seller shall provide Buyer with evidence of the existence of all insurance which any Tenant is required to maintain during the term of the Leases.

SECTION 11. Conditions Precedent to Closing.

A. The obligations of Buyer under this Agreement are subject to the fulfillment on or before the Closing Date of the following conditions precedent, any one or more of which conditions may, at the option of Buyer, be waived in writing by Buyer:

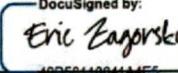
- (i) The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as made on the Closing Date. Notwithstanding the foregoing, for the purposes hereof, Seller shall not be deemed to have breached this Agreement by reason of the fact that any representation or warranty is not true and correct in all material respects as of the Closing Date if (i) such changed facts or circumstances arose after the Effective Date, and such changed facts or circumstances (A) are expressly permitted pursuant to the terms of this Agreement or (B) did not arise by reason of a breach of any covenant made by Seller under this Agreement.
- (ii) The execution by Seller (and all other required parties) and delivery of all documents required under Section 8 hereof, and Seller having performed all of its obligations hereunder prior to Closing.
- (iii) _____

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

BUYER:

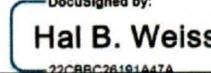
SHOREGATE PARTNERS, LLC,
a Maryland liability company

By: 
Name: Eric Zagorsky
Its: Manager

SELLER:

GEORGETOWN PARK ASSOCIATES, L.P., a
New York limited partnership

By: GEORGETOWN PARK
LIQUIDATION MANAGER LLC

By: 
Name: Hal B. Weiss
Title: Vice President

Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Section 13 hereof.

ESCROW AGENT:

TIDEMARK TITLE COMPANY

By: 
Name: Douglas S. Walker
Title: Authorized Member

Attachments:

Exhibit A – Legal Description of Real Property

Exhibit B – Tenant Estoppel Certificate

Schedule 1 – Reserved

Schedule 2 - Leases

Exhibit A

Legal Description of Real Property

All that lot, piece or parcel of land situate in Montgomery County, Maryland as described as follows:

BEING all of "Parcel "A" in the Subdivision known as "Bedford Village", as per Plat recorded in Plat Book 76, Plat No. 7599, among the Land Records of Montgomery County, Maryland; saving and excepting therefrom that portion thereof conveyed by Georgetown Doctors Park Joint Venture to Washington Suburban Sanitary Commission by Deed dated March 17th, 1966 and recorded in Liber No. 3488, folio 82.

BEING all that property conveyed unto Georgetown Associates by deed from Georgetown Doctors Park Joint Venture, a Maryland Limited Partnership dated February 10, 1969, and recorded among the Land Records of Montgomery County, Maryland in Liber HMS 3832, folio 610.

For Informational Purposes: Tax Identification No. 07-00555120

[Metes and Bounds Description to Follow.]

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this “Assignment”), is made as of this 16th day of December, 2025, by and between **SHOREGATE PARTNERS, LLC**, a Maryland limited liability company or its assigns (“Purchaser”), and **SHOREGATE OF BETHESDA LLC**, a Maryland limited liability company (“Assignee”)(Purchaser and Assignee are sometimes referred herein, collectively, as the “**Parties**”). All initially capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as such term is defined below).

RECITALS:

A. Georgetown Park Associates L.P., a New York limited partnership (“Seller”), and Purchaser have entered into that certain Purchase and Sale Agreement (the “**Purchase Agreement**”), dated as of November 21, 2025, as amended, for the sale of the property described in the Purchase Agreement (the “**Property**”) and more particularly described in the Purchase Agreement.

B. The Parties desire to enter into this Assignment to, among other things, assign Purchaser’s rights and interests in the Purchase Agreement to Assignee and to evidence Assignee’s assumption of Purchaser’s obligations and liabilities under the Purchase Agreement.

ASSIGNMENT:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment of Purchase Agreement.** Purchaser hereby assigns and transfers to Assignee all of Purchaser’s right, title, claim and interest in and to the Purchase Agreement, the Property, and all sums paid or deposited into escrow or to Seller by Purchaser in connection with the Purchase Agreement.

2. **Assumption.** Assignee hereby acknowledges and agrees to all of the terms of the Purchase Agreement and accepts the foregoing assignment and assumes and agrees to perform all obligations of Purchaser under the Purchase Agreement, in accordance with the terms thereof.

3. **No Release.** The assignment and assumption set forth in Paragraphs 1 and 2 hereof shall not release Purchaser from the obligation of Purchaser or Assignee to perform in accordance with the terms of the Purchase Agreement. Purchaser acknowledges that, notwithstanding such assignment and assumption, Purchaser shall remain primarily obligated under the Purchase Agreement and Purchaser and Assignee shall be co-obligors under the Purchase Agreement with joint and several liability for the performance of all obligations of Purchaser set forth thereunder, including, without limitation, the indemnification obligations of Purchaser set forth in the Purchase Agreement.

4. **Representations and Warranties of Assignee.** Assignee hereby represents and warrants to Seller that each and every representation and warranty made by Purchaser in the Purchase Agreement is true and correct with respect to Assignee as of the date of the Purchase Agreement and the Closing Date (as defined in the Purchase Agreement) and such representations and warranties apply fully to this Assignment and shall survive the Deed (as defined in the Purchase Agreement).

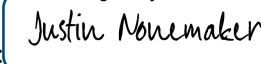
5. **Ratification of Agreement.** Except as expressly amended and modified under this Assignment, the Parties hereby ratify and affirm the terms and provisions of the Purchase Agreement in their entirety.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

PURCHASER:

SHOREGATE PARTNERS, LLC
a Maryland limited liability company

DocuSigned by:
By: 
Name: Justin Nonemaker
Title: Manager

ASSIGNEE:

SHOREGATE OF BETHESDA LLC
a Maryland limited liability company

By: ShoreGate Partners, LLC, a Maryland limited liability company, its Manager

DocuSigned by:
By: 
Name: Justin Nonemaker
Title: Manager