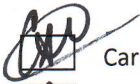




Brooke Road Address Plan (Revised)



Carol Rubin, Associate General Counsel, carol.rubin@montgomeryplanning.org, 301-495-4646



Cathy Conlon, Supervisor, DARC, catherine.conlon@montgomeryplanning.org, 301-495-4542

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Completed: 7/12/13

Revised 7/14/13

Description

Request for approval to address several properties located on the north side of Brooke Road west of its intersection with Chandlee Mill Road, in the Sandy Spring/Ashton Master Plan area.

- The properties consist of 11 unrecorded parcels that do not have frontage on Brooke Road.
- Several of the unrecorded parcels have been the same shape and size since before June 1, 1958, and therefore, are exempt from the requirement to plat prior to issuance of building permits.
- To begin the process of septic testing prior to application for a building permit on unrecorded properties, the property must have a valid address.
- A finding is needed prior to granting addresses for the properties without road frontage that access is available to them from either Brooke Road, or Chandlee Mill Road.

Summary

Staff recommends granting addresses to each of the properties based on information and materials submitted to the Planning Department since April 2013 that support a finding that the properties can obtain access from either Brooke Road, or Chandlee Mill Road. Staff further recommends the Board's finding be limited for the purpose of issuing addresses; that such finding does not create any property interest that does not otherwise exist; nor does it waive any other regulatory requirement otherwise necessary to develop the properties.

Recommendation

Staff recommends granting addresses to each of the Sandy Spring Farm Road Community Properties based on information and materials submitted to the Planning Department since April 2013. Staff does not recommend the Board make a finding with regard to the claimed existence of the farm road as a separate piece of property (specifically created parcel), or that the required access be approved by way of the farm road. To the contrary, this recommendation is supported by a comprehensive review of four components that together provide each of the Sandy Spring Farm Road Community Properties with a means of permissive access from each Property, over and through other Sandy Spring Farm Road Community Properties to Brooke Road:

1. Title review¹ received July 2, 2013;
2. Affidavits² submitted April 12, 2013 [**Attachment #1**];
3. Confidence that none of the plaintiffs in *Rounds v. M-NCPPC* ("Plaintiffs") will object to providing access over their respective properties to other Sandy Spring Farm Road Community Properties who would have otherwise relied on the farm road for access; and
4. Declaration of Confirmation of Title by Christine Hill³ submitted June 10, 2013 [**Attachment #2**].

Staff's recommendation that the Board find that the Sandy Spring Farm Road Community Properties have access for purposes of providing addresses does not presume that such access can be physically constructed, either in the location shown or by any other means. Appropriate physical access will be determined as part of the permitting process, and if required, the development approval process for each Property. The Planning Board does not have the authority to waive any legal or regulatory requirement otherwise necessary to develop a Property, and assignment of an address does not guarantee a building permit will be issued for a Property.

Background

In almost all of Montgomery County, M-NCPPC is the agency responsible for naming and renaming both public and private streets and for assigning and correcting addresses, including address numbers for properties and for both residential and nonresidential structures on property. This authority is established in Section 20-202, of the Land Use Article of the Annotated Code of Maryland, and in Section 50-26(e) of Chapter 50 of the Montgomery County Code, Subdivision Regulations. In Montgomery County, addresses are routinely used for locating specific places or features on a property by most individuals and organizations, including the U.S. postal service, utility companies, police departments, and fire and rescue services. A community's safety and welfare relies on the ability of emergency services organizations to quickly and accurately locate a property or a feature on the property. To help ensure that assigned addresses support this goal, Planning Department staff applies uniformity in address assignment methodology to ensure that addressing is understandable and predictable. A key principle in staff's methodology is that property must be addressed from a public or private road to which it has access.

¹ The Sandy Spring Farm Road Community Property owners procured a title review on April 29, 2013, and the Commission received it on July 2, 2013.

² The Affidavits were signed at various dates in February 2013, and submitted to the Commission on April 12, 2013.

³ The Declaration was recorded among the Land Records of Montgomery County on May 19, 2009, and submitted to the Commission on June 10, 2013.

The matter before the Board relates only to addressing those properties located on the southern portion of land that was acquired by Albert G. Gilpin in 1892. The area under consideration includes certain parcels of land more specifically shown on **Figure 1** which are located north of Brooke Road and west of Chandlee Mill Road in the Sandy Spring Ashton Master Plan area. The specific properties have been listed below, and will be referred to in this memorandum, collectively as the “Sandy Spring Farm Road Community Properties,” or individually as “Property.”

Several years ago, Mr. William Rounds, owner of parcels P250 and P237 in Figure 1, requested an address for his Property which was not granted because a finding regarding access could not be made. Specifically, staff could not determine that Mr. Rounds’ land-locked property had access to Brooke Road through other intervening properties and advised him to approach the affected property owners to create a shared easement. Unfortunately, an agreement to create such an easement has not been reached since that time, but other information and materials have recently come to light on which staff believes a finding regarding access may be made. More recently, on June 19, 2013, Ms. Laurana McCants, owner of parcel P123 in Figure 1, requested an address for her Property. Staff advised Ms. McCants that it would need some time to resolve the same access issue, but that it was already working on a solution based on the new information and materials.

Analysis and Findings

Title

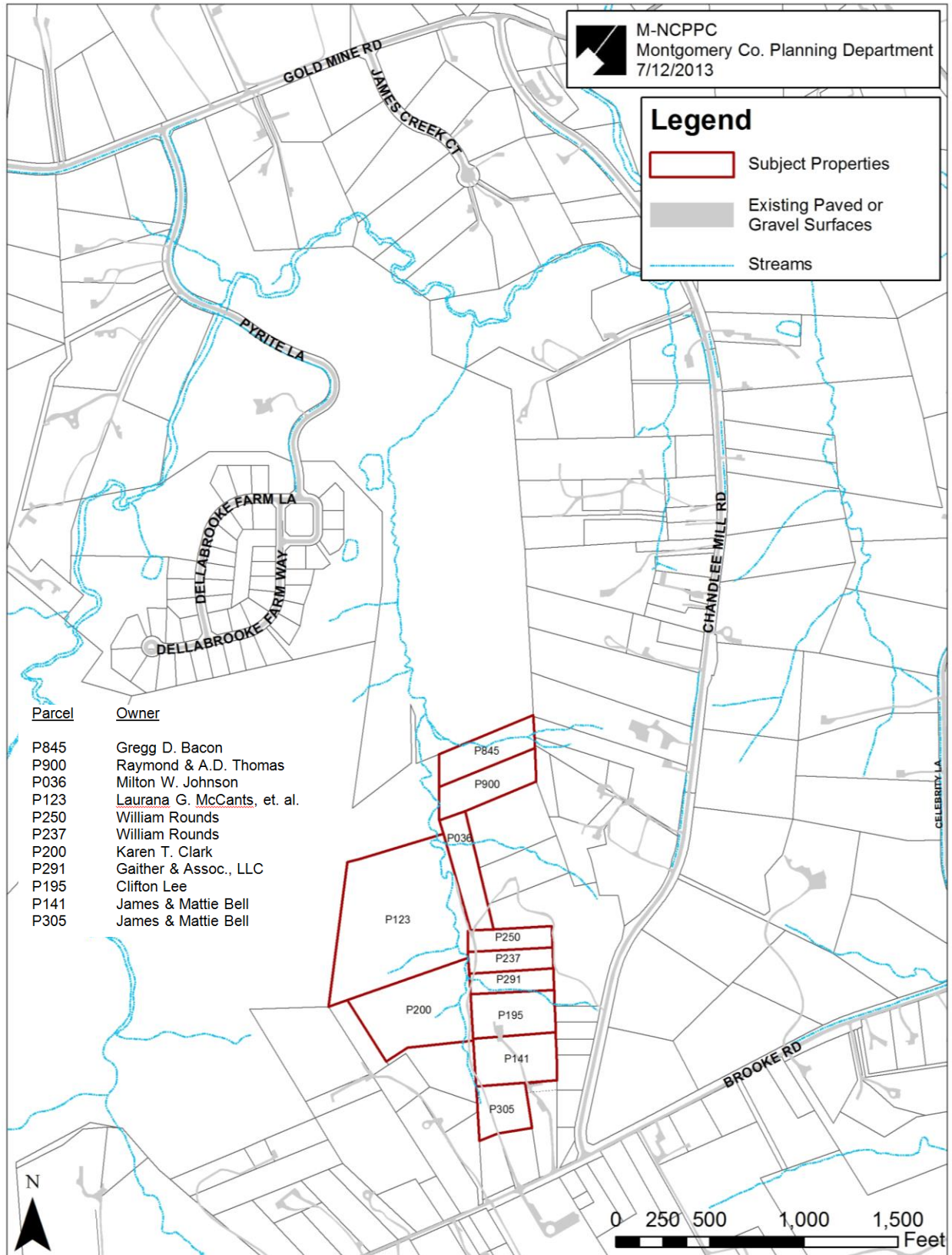
The Commission and the Sandy Spring Farm Road Community has each obtained title searches and requested title review for the Sandy Spring Farm Road Community Properties, however, the opinions of title were rendered without confirmation of the metes and bounds descriptions of the deeds through survey or engineering. On April 29, 2013, Joel Leininger, a registered land surveyor⁴ issued an opinion as to “the likely rights enjoyed by the owners of the parcels adjoining Farm Road north of Brooke Road.” The Commission retained Mark Kugler, an attorney specializing in title to provide an opinion as to the existence of any document recorded in the Land Records of Montgomery County that would create a certain easement or right of way referred to as “Farm Road” in the *Rounds* case. As indicated earlier, neither opinion relied on survey or engineering confirmation of the metes and bounds descriptions, but are limited to field observations and title review.

Both Mr. Leininger and Mr. Kugler agree that “Farm Road” was never created as a parcel separate from the deeds that created the Sandy Spring Farm Road Community Properties. They also agree that the individual deed conveyances refer to the farm road as one of the bounds, or reference points for many of the Sandy Spring Farm Road Community Property descriptions. It is commonly understood in the title industry that unless otherwise expressly stated in a deed, using a road as a reference point extends a property boundary to the center of the designated road. In fact, Mr. Leininger’s opinion provides the following in support:

In 1892, the title to the entirety of the land between Brooke and Goldmine Roads became vested in one Albert G. Gilpin. Several weeks later Gilpin and his wife conveyed a part of that

⁴ We believe that Mr. Leininger’s opinion that an easement exists over the farm road is outside the scope of his expertise as a land surveyor, particularly since no survey was conducted. Therefore, Staff must rely on the title opinion of its own attorney. However, Mr. Leininger’s fundamental title research comports with the research conducted by the Commission’s title attorney.

Figure 1. Vicinity Map



tract to Cornelius Awkard and referred to Farm Road as one of the limits of the grant. Gilpin there reserved the right to use the road himself, but the language in the deed does not extend that right to his successors and assigns. Subsequent to Gilpin's death in 1893, his widow began conveying parcels out of the overall tract, some of which conveyances refer to Farm Road as one of the bounds thereof, and those descriptions, with few exceptions remain in the current deeds. The language in the deeds indicates that the abutters, in most cases, own to the center of the road. There is no express reservation to the road as would be required to reserve the fee simple title to the road in the grantor (emphasis added).

Mr. Leininger then states that since no road was created, it left many of the parcels landlocked, which gives rise to an easement by either necessity or prescription.⁵ Mr. Kuglar is also of the opinion that the boundaries of the Sandy Spring Farm Road Community Properties extend to the centerline of where the farm road was physically located when the individual Properties were created from the larger Gilpin tract. Therefore, the boundaries between the "abutting" Properties join, leaving no separate or distinct parcel creating "Farm Road." Therefore, access over those Properties requires either permissive access from the underlying Property owner, or a prescriptive easement to reach Brooke Road.

Although the many Affidavits provided by members of the Sandy Spring Farm Road Community provide evidence that could be offered in support of a claim for an easement by prescription, staff cannot go so far as to agree that an easement exists or recommend that the Planning Board recognize the farm road as an easement without the appropriate court determination. The Planning Board neither has the authority to create a real property interest; nor should it rely upon claims of property interests that may benefit certain parties to the detriment of others.⁶ This is the position the staff and the Board has taken over the many years during which the question of access for these Sandy Spring Farm Road Community Properties has been at issue. It is precisely for that reason that staff recommends that the Planning Board rely on the factors listed above to provide addresses to each of the Sandy Spring Farm Road Community Properties.

The first step is for the Planning Board to rely on the Affidavits as permissive access over and through certain of the Sandy Spring Farm Road Community Properties in order to provide an access route to Brooke Road.

Affidavits

The Affidavits that grant permissive access by some of the owners of the Sandy Spring Farm Road Community Properties, when taken together with the averments by the Plaintiffs in the *Rounds* case that the farm road exists for access over *their* Properties, provides a route of access from the northern point of the intersection of parcels P200 and P845, travelling south toward Brooke Road until either the northern boundary of parcel P411 owned by Christine Hill, or Lot 1 known as the Sandy Spring Slave Museum is reached. That route of access is shown on **Figure 2** without regard for the physical

⁵ A prescriptive easement arises when a party makes an adverse, exclusive, and uninterrupted use of another's real property for twenty years. *Kirby v. Hook*, 701 A.2d 397, 403, 347 Md. 380, 392 (1997).

⁶ In fact, when asked by the Court in *Rounds* whether the Commission would object if the Sandy Spring Farm Road Community Property owners had filed for a declaratory judgment with respect to getting access to support their request for addresses, the Commission's counsel responded "absolutely not," so long as all property owners with interests were included.

[illegible]

6

Christine Hill taken together with the Affidavit signed on behalf of the Slave Museum. But first, it must complete the route of access to the “choke point.”

Rounds v. M-NCPPC.

Plaintiffs in the *Rounds* case are William Rounds, Marvin Gaither, Clifton Lee, James Bell, Bernice Martin, Robert Awkard and Michelle Awkard, owners of some of the parcels comprising the Sandy Spring Farm Road Community Properties. The gist of the lawsuit involves gaining access by way of the farm road to Brooke Road. The Plaintiffs claim the court should declare the existence of the farm road in a location that **is disputed has not necessarily been accepted** by other owners of parcels comprising a portion of the Sandy Spring Farm Road Community Properties. That being said, staff submits that the averment by the Plaintiffs in the *Rounds* case that the farm road exists for access over their Properties is sufficient to constitute permissive use over their Properties.

Hill Declaration of Title

On May 12, 2009, Christine Hill, as Declarant, executed a Declaration of Confirmation of Title recorded among the Land Records of Montgomery County, Maryland on May 19, 2009, at Liber 37227, folio 283 (“Declaration”). By that Declaration, Ms. Hill acknowledges and confirms that the survey attached to the Declaration reflects the western boundary of her property, which leaves an unclaimed strip of land between the western boundary of the Hill Property and the eastern boundary of the Sandy Spring Slave Museum Property. The Affidavit signed on behalf of the Slave Museum states, “The eastern border of The Museum’s property is Farm Road’s western boundary.” Therefore, Staff recommends the Board make a finding of access through and over this unclaimed strip of land between the Hill Property and The Museum Property running from their respective northern boundaries, south to Brooke Road.

It is not clear who owns the strip of land. Ms. Hill has renounced ownership through the Declaration. The Museum has declared it outside the bounds of its property. By basic title considerations, it would likely be determined to have been retained by and belong to the owner of the parent tract, Gilpin, his heirs and assigns. The best and cleanest means of resolving the question would be through a suit to quiet title, or a declaratory judgment action to perfect the claim of a prescriptive easement. Since opposition to such a claim is highly unlikely,⁷ a claim for either a prescriptive easement or an easement by necessity by the Sandy Spring Farm Road Community Properties over and through the unclaimed strip of land is likely to be granted by a court of competent jurisdiction. In this very limited situation, and for the sole purpose of assigning addresses, staff recommends the Planning Board find the claim for such an easement is acceptable as evidence of access. With such finding the Planning Board is neither creating a real property interest that does not otherwise exist, nor taking action that could be detriment to other parties of interest.

Conclusion

Based on the analysis and findings above, staff recommends that the Board authorize staff to grant addresses to the Sandy Spring Farm Road Community Properties. Staff is currently finalizing an address plan and, once authorized, will be prepared to implement it by immediately issuing addresses to Mr. Rounds and Ms. McCants, and thereafter, issuing other addresses as requested. To ensure that numbering follows an appropriate sequence and includes all of the individually described parcels, it may

⁷ By the Declaration, Christine Hill has waived her right to oppose a claim in that piece of property by another, and the Affidavit of Laura Anderson Wright on behalf of the Sandy Spring Slave Museum makes no claim to that property. There is no value to the Gilpin heirs, as they no longer own any other piece of the parent tract.

be necessary to change existing addresses. Staff will, however, work with the property owners involved to avoid this where possible.

Next Steps

Work diligently with ~~the Robert and Michelle~~ Awkard, and Bernice Martin.

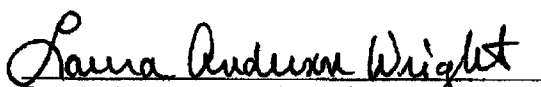
Although this matter before the Planning Board relates only to addressing those properties located on the southern portion of the former Gilpin farm, staff understands and acknowledges that i) Robert and Michelle Awkard own certain property on the northeast portion, identified as Parcels P456 and P509, and ii) Bernice Martin owns certain property on the northeast portion, identified as Parcel P456. At this time, the materials submitted to support issuance of addresses for the Sandy Spring Farm Road Community Properties does not provide the same basis to support issuance of addresses for the Awkard Property or the Martin Property. However, with the Board's approval, and with permission of their ~~Awkard's~~ respective attorneys, staff will work directly with the Awkards and Ms. Martin to assure they are in a position similar to the other Sandy Spring Farm Road Community Properties. Staff has a number of viable solutions under consideration that are dependent on information related to ~~the Awkard~~ their Property Properties that is not currently available.

Addressing Guidelines

Since the creation of addressing in the county, address numbers have been assigned by M-NCPPC according to rules that have been accumulated as informal staff guidelines. It has become apparent that there is a need to formalize these guidelines, and to adopt a formal procedure for individuals not going through the subdivision process to make address requests. Staff is currently working to finalize a draft of an Addressing Manual that we hope to bring to the Planning Board for approval in the near future. We are also working to create both web-based and paper application procedures, forms, submittal requirements and guidance. We will include a briefing about these items as part of the future hearing on the manual.

AFFIDAVIT OF LAURA ANDERSON WRIGHT

1. I am competent to testify in a court of law.
2. I am currently Counsel for the Sandy Spring Slave Museum & African Art Gallery, Inc., ("The Museum") located at 18524 Brooke Road, Sandy Spring, Maryland. I have personal knowledge of the facts herein and am stating them in my capacity as Counsel for The Museum.
3. I understand there is currently federal court litigation (Robert Awkard, et al., v. Maryland-National Capital Park & Planning Commission, et al., Civil Action No. RWT 08-CV-1562) involving the legal status of Farm Road. I understand that one of the issues in this litigation is whether Farm Road exists and whether Farm Road can support ingress/egress for numerous properties to the north of The Museum.
4. The eastern border of The Museum's property is Farm Road's western boundary.
5. At the time The Museum's property was acquired in 1988, Farm Road was being used as a means of ingress/egress for properties to the north of The Museum. I spoke with local residents who informed me that Farm Road had been so used for at least decades before the existence of The Museum.
6. I know that no official or unofficial action has ever been taken by The Museum to authorize the construction of a fence or any other form of barrier in or obstruction of Farm Road.
7. The Museum's handicap access, which was required by the Montgomery County Department of Permitting Services, is accessed via Farm Road.
8. In my capacity as Counsel for The Museum, I know that The Museum is not asserting any rights or defenses with respect to Farm Road and has no interest in becoming involved as a party in the current federal or state litigation.

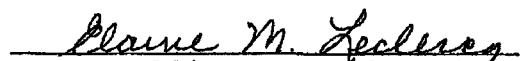

Laura Anderson Wright, Counsel for the
Sandy Spring Slave Museum &
African Art Gallery, Inc.

Date: November 12, 2008

State of Maryland
County of Prince George's

Subscribed and Sworn to before me this 12 day of November, 2008.

ELAINE M. LECLERCQ
NOTARY PUBLIC STATE OF MARYLAND
MY COMMISSION EXPIRES May 1, 2010


Notary Public, State of Maryland

My Commission Expires:

May 1, 2010

Affidavit

I am over the age of eighteen and competent to testify in a Court of Law. I am a U.S. citizen. I was born on April 28, 1943 in Pennsylvania. I am sixty four years of age.

I understand that questions have arisen regarding the existence of the Farm Road that crossed the Dellabrooke property.

I lived on the Dellabrooke Farm from approximately August, 1957 through April, 1959 with my parents. My parents were tenants who rented the entire farm, including the Historic Dellabrooke House, where we resided. My parents rented the farm from its owner, Nathan Kahn. From time to time Mr. Kahn would visit the farm with his grandson, Warren Brown. Warren was approximately 7 years old when I first met him at the Historic Dellabrooke House.

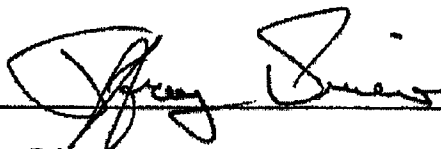
At that time, a farm road extended from Goldmine Road across the Dellabrooke property. The road was comprised of native materials -- soil and rock. The farm road was visible from the Historic House, and various locations around the property. It would not be possible to come to the Historic House, or walk the perimeter of the property, without seeing the farm road.

I walked across the farm road two times per day to feed the horses. I did this most every day that I lived on the Dellabrooke Farm. The road extended past the barnyard and into the field, south into the forest. Boundary markers for the southern border of the property were not visible to me. I am therefor uncertain if I traveled the road to the southern border of the property or beyond.

Vehicles could be driven the entire length of the road and track with which I was familiar.

My family and I traveled the farm road in vehicles, on horseback and by foot to Goldmine Road. As best as I recall, the farm road traversed the Dellabrooke property as shown by the double-dashed line that appears on the attached 1966 Maryland Tax Map, Plate Number 27.

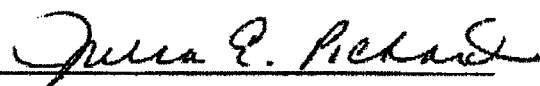
I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.



Jeffrey Pries

Executed in the *City of Roseville, State of California*

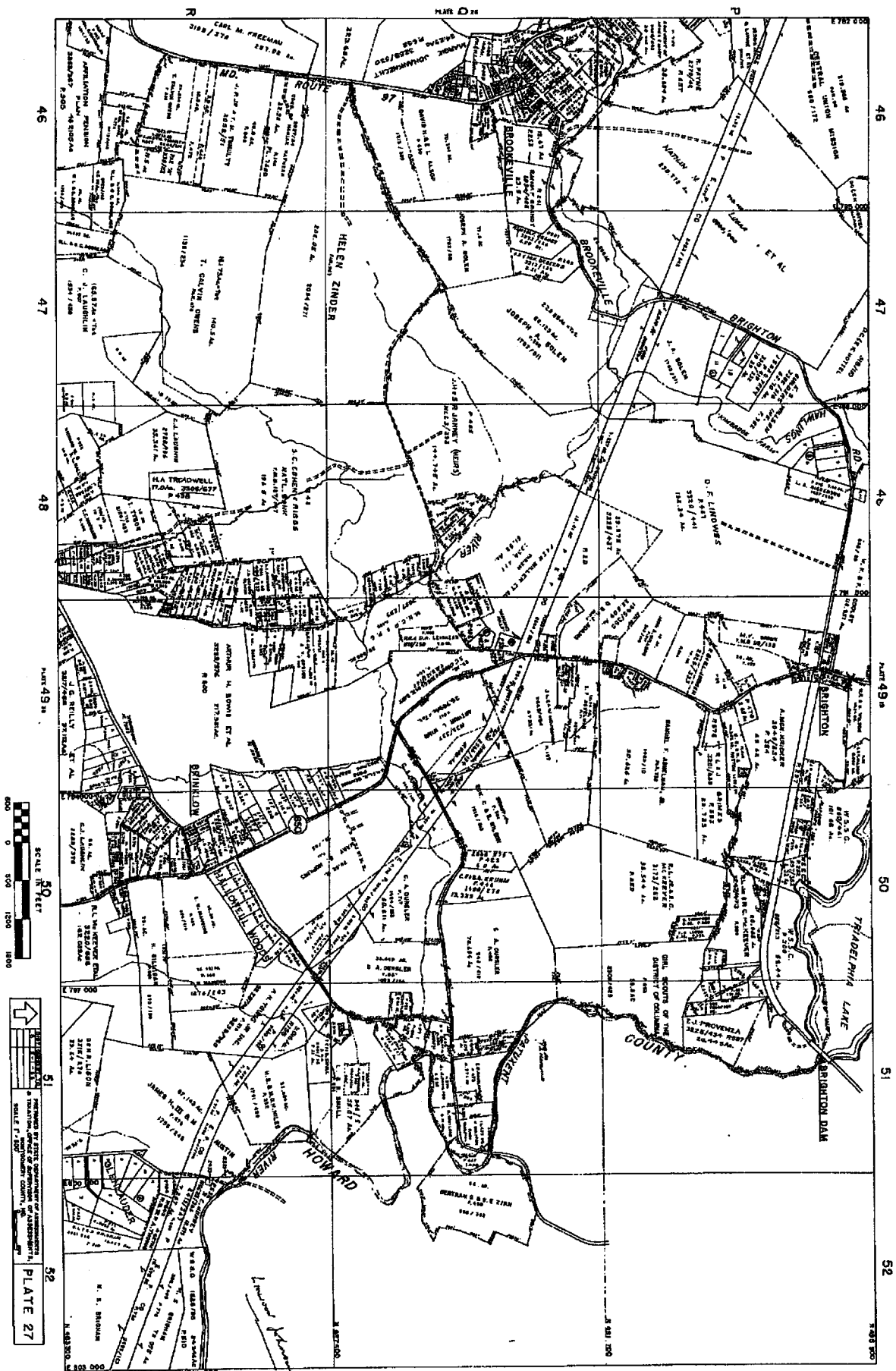
Subscribed and sworn to before me in Placer County, California, this 11th day of September 2007.





NOTARY PUBLIC

My commission expires: 4/6, 2010.



AFFIDAVIT

COMES NOW, **CHARLES F. MESS**, on this 24 day of February, 2013, who
HEREBY SWEARS and AFFIRMS and deposes as follows:

1. I am 74 years old and competent to testify in a Court of Law. I am a U.S. Citizen.
2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland and which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").
3. I acknowledge that my wife and I are named defendants in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.
4. My wife and I purchased numerous contiguous properties in Olney, Maryland and Sandy Spring, Maryland containing 203.75 acres, more or less (the "Contiguous Property"), including Parcel 200,¹ in 1975.
5. Since the time my wife and I purchased Parcel 200, I have had personal knowledge of Farm Road's location and existence from Parcel 200, south to Brooke Road.
6. I have seen evidence consistent with the claim of the plaintiffs in the above captioned case (the "Plaintiffs") that Farm Road used to continue north toward Goldmine Road.

¹Parcel 200 as shown on Maryland Tax Map JU121, depicted on the attached drawing labeled "Sandy Spring Farm Road and Right of Way Drawing" and defined in the related Property Key on the drawing as "2 - P 200 (1) Mess 203.75 acres".

7. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.
8. I have never directly or indirectly taken any action to (i) obstruct ingress or egress on Farm Road in any way nor did I ever (ii) prevent anyone from obtaining addresses for their Farm Road property.
9. Parcel 200 shares a common boundary with Farm Road.
10. A portion of Farm Road bifurcates the eastern-most portion of Parcel 200.
11. My primary residence, known as 18420 Brooke Grove Road Olney, Maryland 20832, is situated within the Contiguous Property. Accordingly, I can walk from my home, across my property, to Parcel 200.
12. My family and I have ridden our horses from the Contiguous Property over Farm Road to Brook Road since 1975. I recognize that Farm Road is the sole means of ingress and egress to the Plaintiffs' Farm Road properties.
13. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property, including but not limited to the portion of Farm Road that traverses Parcel 200.
14. If for any reason the neighboring property owner of Parcel 36² and/or the owner of Parcel 900³ objects to the use of Farm Road in any way, I agree that the portion of Farm Road located upon Parcel 200 that shares a common boundary with either parcel can be shifted west wholly onto my property (Parcel 200) such that the eastern boundary of Farm Road aligns

² Depicted on the Property Map and defined in the related Property Key as "9 P. 36 Milton Johnson."

³ Depicted on the Property Map and defined in the related Property Key as "8 P. 900 Raymond Thomas/Audrey Hill."

with the eastern-most boundary of Parcel 200. In that way users of Farm Road can do so without traversing any portion of Parcel 36 or Parcel 900 that shares a common boundary with my property.

15. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road being moved further west onto Parcel 200 to comply with such requirements, if any, provided that the eastern boundary of Farm Road remains aligned along (i) the eastern-most boundary of Parcel 200 for the portion of Farm Road that is adjacent to Parcel 36 and Parcel 900, and; (ii) the existing location of the eastern-most boundary of Farm Road that extends diagonally across Parcel 200, north of Parcel 900.
16. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.

Charles F. Mess

Charles F. Mess

Subscribed and sworn to before me in Montgomery County, Maryland, this 24th day of February 2013.

Patricia L. Jenkins

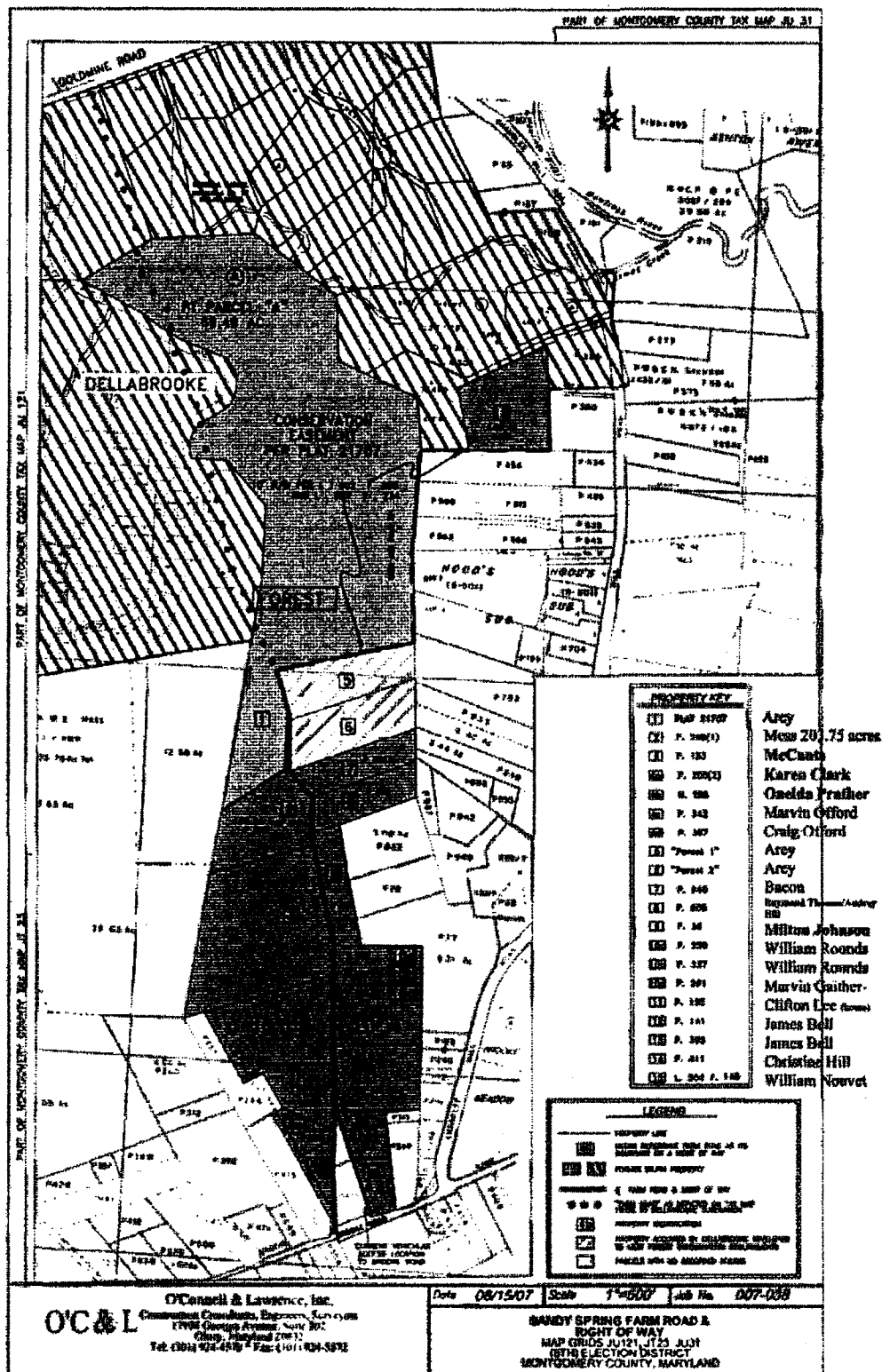
NOTARY PUBLIC

My commission expires: 10/20, 2014.



PATRICIA L. JENKINS
NOTARY PUBLIC
MONTGOMERY COUNTY, MD
MY COMMISSION EXPIRES OCT. 20, 2014

CPM



Attachment to Affidavits of Charles F. Mess, Marilyn S. Mess,
 Charles F. Mess, Jr., Mary Ellen Mess, Frances Marie Silwell and Sarah Ann Mess

AFFIDAVIT

COMES NOW, **MARILYN S. MESS**, on this 24 day of February, 2013, who
HEREBY SWEARS and AFFIRMS and deposes as follows:

1. I am 74 years old and competent to testify in a Court of Law. I am a U.S. Citizen.
2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland and which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").
3. I acknowledge that my husband and I are named defendants in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.
4. My husband and I purchased numerous contiguous properties in Olney, Maryland and Sandy Spring, Maryland containing 203.75 acres, more or less (the "Contiguous Property"), including Parcel 200,¹ in 1975.
5. Since the time my husband and I purchased Parcel 200, I have had personal knowledge of Farm Road's location and existence from Parcel 200, south to Brooke Road.
6. I have seen evidence consistent with the claim of the plaintiffs in the above captioned case (the "Plaintiffs") that Farm Road used to continue north toward Goldmine Road.

¹Parcel 200 as shown on Maryland Tax Map JU121, depicted on the attached drawing labeled "Sandy Spring Farm Road and Right of Way Drawing" and defined in the related Property Key on the drawing as "2 - P 200 (1) Mess 203.75 acres".

7. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.
8. I have never directly or indirectly taken any action to (I) obstruct ingress or egress on Farm Road in any way nor did I ever (II) prevent anyone from obtaining addresses for their Farm Road property.
9. Parcel 200 shares a common boundary with Farm Road.
10. A portion of Farm Road bifurcates the eastern-most portion of Parcel 200.
11. My primary residence, known as 18420 Brooke Grove Road Olney, Maryland 20832, is situated within the Contiguous Property. Accordingly, I can walk from my home, across my property, to Parcel 200.
12. My family and I have ridden our horses from the Contiguous Property over Farm Road to Brook Road since 1975. I recognize that Farm Road is the sole means of ingress and egress to the Plaintiffs' Farm Road properties.
13. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property, including but not limited to the portion of Farm Road that traverses Parcel 200.
14. If for any reason the neighboring property owner of Parcel 36² and/or the owner of Parcel 900³ objects to the use of Farm Road in any way, I agree that the portion of Farm Road located upon Parcel 200 that shares a common boundary with either parcel can be shifted west wholly onto my property (Parcel 200) such that the eastern boundary of Farm Road aligns

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³ Depicted on the Property Map and defined in the related Property Key as "8 P. 900 Raymond Thomas/Audrey Hill."

with the eastern-most boundary of Parcel 200. In that way users of Farm Road can do so without traversing any portion of Parcel 36 or Parcel 900 that shares a common boundary with my property.

15. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road being moved further west onto Parcel 200 to comply with such requirements, if any, provided that the eastern boundary of Farm Road remains aligned along (i) the eastern-most boundary of Parcel 200 for the portion of Farm Road that is adjacent to Parcel 36 and Parcel 900, and; (ii) the existing location of the eastern-most boundary of Farm Road that extends diagonally across Parcel 200, north of Parcel 900.
16. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.

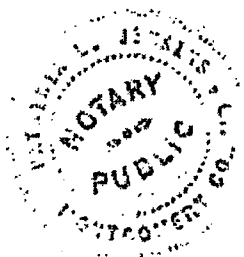
Marilyn S. Mess
Marilyn S. Mess

Subscribed and sworn to before me in Montgomery County, Maryland, this 29th day of February 2013.

Patricia L. Jenkins

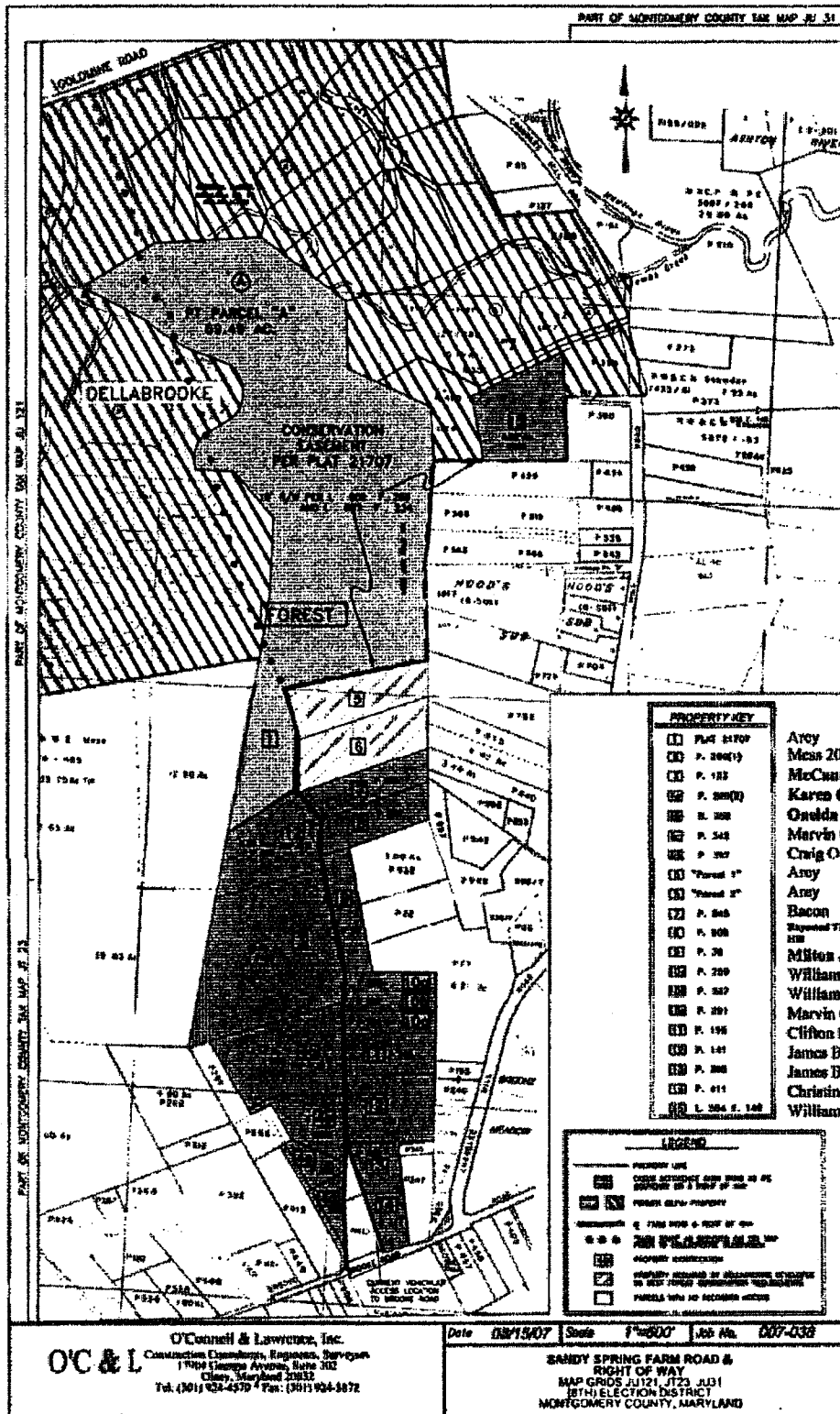
NOTARY PUBLIC

My commission expires: 10/20, 2014.



PATRICIA L. JENKINS
NOTARY PUBLIC
MONTGOMERY COUNTY, MD
MY COMMISSION EXPIRES OCT. 20, 2014

MEM



Attachment to Affidavits of Charles F. Mess, Marilyn S. Mess,
Charles F. Mess, Jr., Mary Ellen Mess, Frances Marie Stilwell and Sarah Ann Mess

AFFIDAVIT

COMES NOW, **CHARLES F. MESS, JR.**, on this 24th day of February, 2013, who
HEREBY SWEARS and AFFIRMS and deposes as follows:

1. I am over the age of twenty-one years old and competent to testify in a Court of Law. I am a U.S. Citizen.
2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland and which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").
3. I acknowledge that my parents are named defendants in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.
4. My parents purchased numerous contiguous properties in Olney, Maryland and Sandy Spring, Maryland containing 203.75 acres, more or less (the "Contiguous Property"), including Parcel 200,¹ in 1975.
5. One December 7, 2012, my parents, gifted a 12.5 percent interest in 198.75 acres, more or less, of the Contiguous Property to me by way of the Deed of Gift recorded among the Montgomery County land records at Liber 45780 Folio 099.
6. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.

¹Parcel 200 as shown on Maryland Tax Map JU121, depicted on the attached drawing labeled "Sandy Spring Farm Road and Right of Way Drawing" and defined in the related Property Key on the drawing as "2 - P 200 (1) Mess 203.75 acres".

7. I have never directly or indirectly taken any action to (i) obstruct ingress or egress on Farm Road in any way nor did I ever (ii) prevent anyone from obtaining addresses for their Farm Road property.
8. I am unaware of anyone in the chain of title for Parcel 200 ever taking any direct or indirect action to (i) obstruct ingress or egress on Farm Road in any way nor (ii) prevent anyone from obtaining addresses for their Farm Road property.
9. Parcel 200 shares a common boundary with Farm Road.
10. A portion of Farm Road bifurcates the eastern-most portion of Parcel 200.
11. My parents' primary residence, known as 18420 Brooke Grove Road Olney, Maryland 20832, is situated within the Contiguous Property. Accordingly, I can walk from their home, across the Contiguous Property, to Parcel 200.
12. I recognize that Farm Road is the sole means of ingress and egress to the Plaintiffs' Farm Road properties.
13. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property, including but not limited to the portion of Farm Road that traverses Parcel 200.
14. If for any reason the neighboring property owner of Parcel 36² and/or the owner of Parcel 900³ objects to the use of Farm Road in any way, I agree that the portion of Farm Road located upon Parcel 200 that shares a common boundary with either parcel can be shifted west wholly onto my

² Depicted on the Property Map and defined in the related Property Key as "S P. 36 Milton Johnson."

³ Depicted on the Property Map and defined in the related Property Key as "S P. 900 Raymond Thomas/Audrey Hill."

property (Parcel 200) such that the eastern boundary of Farm Road aligns with the eastern-most boundary of Parcel 200. In that way users of Farm Road can do so without traversing any portion of Parcel 36 or Parcel 900 that shares a common boundary with my property.

15. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road being moved further west onto Parcel 200 to comply with such requirements, if any, provided that the eastern boundary of Farm Road remains aligned along (i) the eastern-most boundary of Parcel 200 for the portion of Farm Road that is adjacent to Parcel 36 and Parcel 900, and; (ii) the existing location of the eastern-most boundary of Farm Road that extends diagonally across Parcel 200, north of Parcel 900.
16. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.

Charles F. Mess Jr

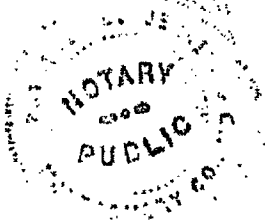
Charles F. Mess, Jr.

Subscribed and sworn to before me in Howard County, Maryland, this 24th day of February 2013.

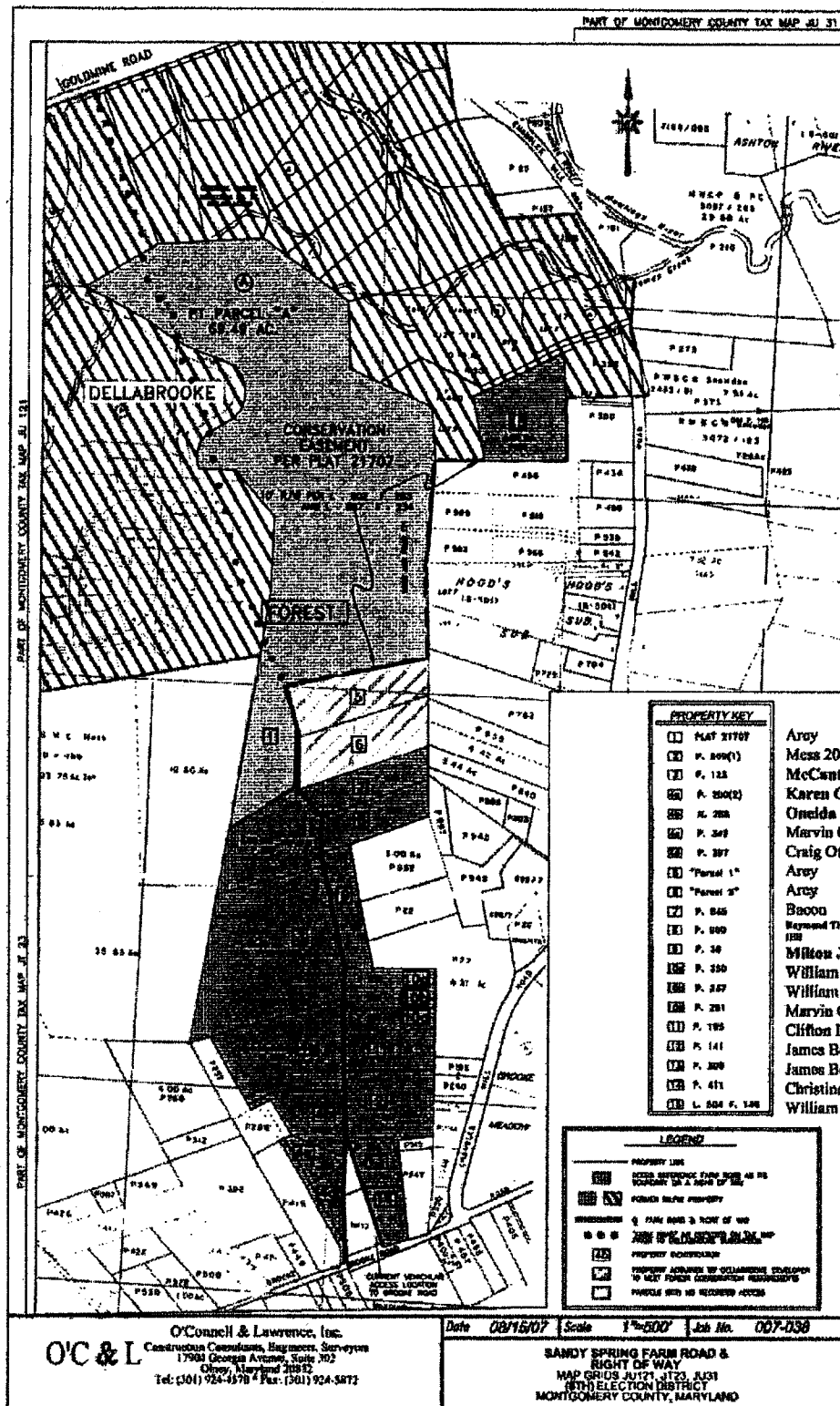
Patricia L. Jenkins

NOTARY PUBLIC

My commission expires: 10/20, 2014.



PATRICIA L. JENKINS
NOTARY PUBLIC
MONTGOMERY COUNTY, MD
MY COMMISSION EXPIRES OCT. 20 2014



cm
2/24/13

Attachment to Affidavits of Charles F. Mess, Marilyn S. Mess,
Charles F. Mess, Jr., Mary Ellen Mess, Frances Marie Stilwell and Sarah Ann Mess

AFFIDAVIT

COMES NOW, MARY ELLEN MESS, on this 24 day of February, 2013, who
HEREBY SWEARS and AFFIRMS and deposes as follows:

1. I am over the age of twenty-one years old and competent to testify in a Court of Law. I am a U.S. Citizen.
2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland and which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").
3. I acknowledge that my parents are named defendants in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.
4. My parents purchased numerous contiguous properties in Olney, Maryland and Sandy Spring, Maryland containing 203.75 acres, more or less (the "Contiguous Property"), including Parcel 200,¹ in 1975.
5. One December 7, 2012, my parents, gifted a 12.5 percent interest in 198.75 acres, more or less, of the Contiguous Property to me by way of the Deed of Gift recorded among the Montgomery County land records at Liber 45780 Follo 099.
6. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.

¹Parcel 200 as shown on Maryland Tax Map JU121, depicted on the attached drawing labeled "Sandy Spring Farm Road and Right of Way Drawing" and defined in the related Property Key on the drawing as "2 - P 200 (1) Mess 203.75 acres".

7. I have never directly or indirectly taken any action to (i) obstruct ingress or egress on Farm Road in any way nor did I ever (ii) prevent anyone from obtaining addresses for their Farm Road property.
8. I am unaware of anyone in the chain of title for Parcel 200 ever taking any direct or indirect action to (i) obstruct ingress or egress on Farm Road in any way nor (ii) prevent anyone from obtaining addresses for their Farm Road property.
9. Parcel 200 shares a common boundary with Farm Road.
10. A portion of Farm Road bifurcates the eastern-most portion of Parcel 200.
11. My parents' primary residence, known as 18420 Brooke Grove Road Olney, Maryland 20832, is situated within the Contiguous Property. Accordingly, I can walk from their home, across the Contiguous Property, to Parcel 200.
12. I recognize that Farm Road is the sole means of ingress and egress to the Plaintiffs' Farm Road properties.
13. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property, including but not limited to the portion of Farm Road that traverses Parcel 200.
14. If for any reason the neighboring property owner of Parcel 36² and/or the owner of Parcel 900³ objects to the use of Farm Road in any way, I agree that the portion of Farm Road located upon Parcel 200 that shares a common boundary with either parcel can be shifted west wholly onto my

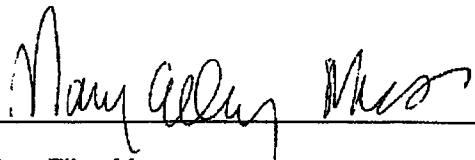
² Depicted on the Property Map and defined in the related Property Key as "9 P. 36 Milton Johnson."

³ Depicted on the Property Map and defined in the related Property Key as "8 P. 900 Raymond Thomas/Audrey Hill."

property (Parcel 200) such that the eastern boundary of Farm Road aligns with the eastern-most boundary of Parcel 200. In that way users of Farm Road can do so without traversing any portion of Parcel 36 or Parcel 900 that shares a common boundary with my property.

15. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road being moved further west onto Parcel 200 to comply with such requirements, if any, provided that the eastern boundary of Farm Road remains aligned along (i) the eastern-most boundary of Parcel 200 for the portion of Farm Road that is adjacent to Parcel 36 and Parcel 900, and; (ii) the existing location of the eastern-most boundary of Farm Road that extends diagonally across Parcel 200, north of Parcel 900.

16. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.



Mary Ellen Mess

Subscribed and sworn to before me in Montgomery County, Maryland, this
24th day of February 2013.



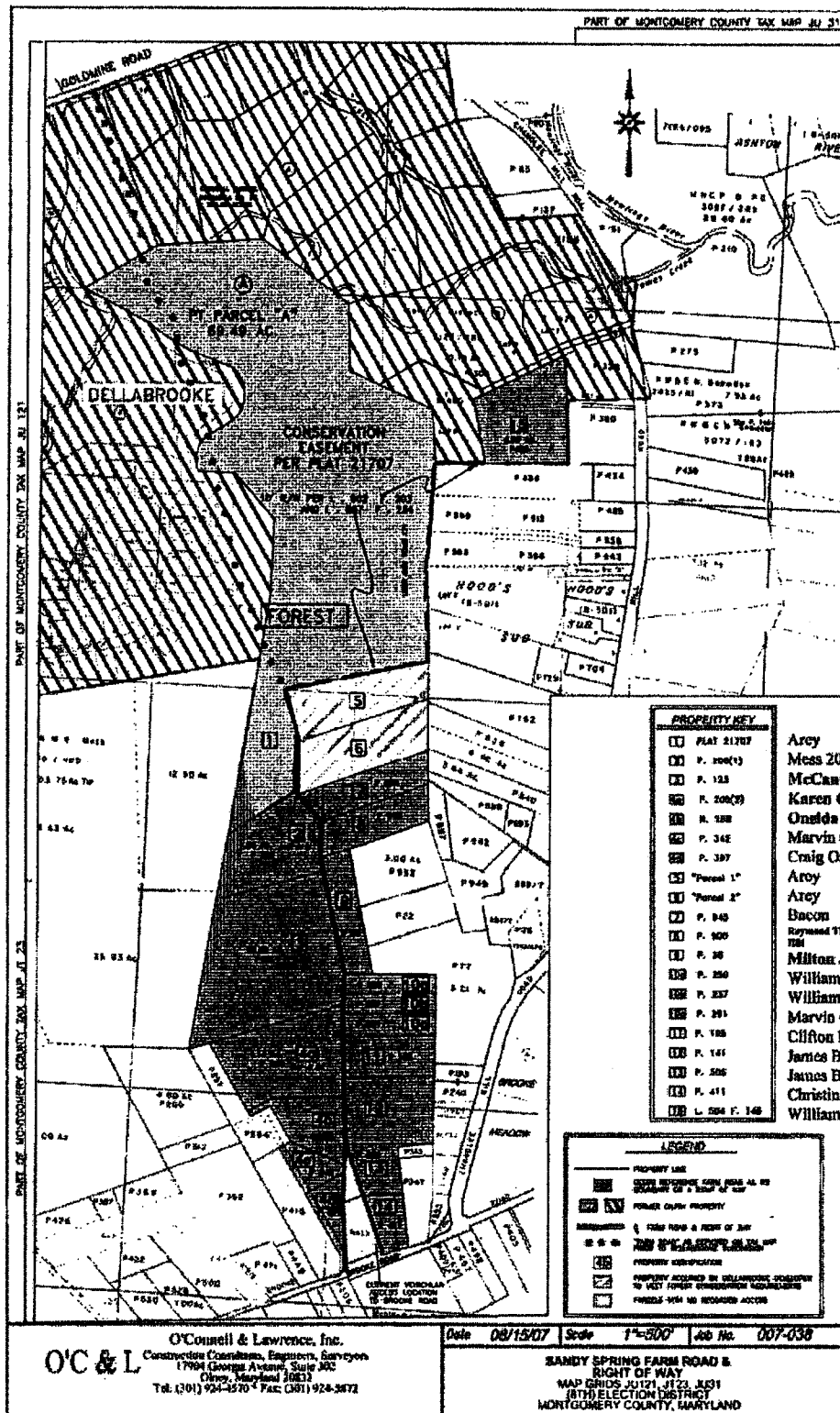
NOTARY PUBLIC

My commission expires: 10/20, 2014.



PATRICIA L. JENKINS
NOTARY PUBLIC
MONTGOMERY COUNTY, MD
MY COMMISSION EXPIRES OCT. 20, 2014

NEW
2-24-13



Attachment to Affidavits of Charles F. Mess, Marilyn S. Mess,
Charles F. Mess, Jr., Mary Ellen Mess, Frances Marie Stilwell and Sarah Ann Mess

AFFIDAVIT

COMES NOW, **SARAH ANN MESS**, on this 24 day of February, 2013, who
HEREBY SWEARS and AFFIRMS and deposes as follows:

1. I am over the age of twenty-one years old and competent to testify in a Court of Law. I am a U.S. Citizen.
2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland and which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").
3. I acknowledge that my parents are named defendants in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.
4. My parents purchased numerous contiguous properties in Olney, Maryland and Sandy Spring, Maryland containing 203.75 acres, more or less (the "Contiguous Property"), including Parcel 200,¹ in 1975.
5. One December 7, 2012, my parents, gifted a 12.5 percent interest in 198.75 acres, more or less, of the Contiguous Property to me by way of the Deed of Gift recorded among the Montgomery County land records at Liber 45780 Follo 099.
6. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.

¹Parcel 200 as shown on Maryland Tax Map JU121, depicted on the attached drawing labeled "Sandy Spring Farm Road and Right of Way Drawing" and defined in the related Property Key on the drawing as "2 - P 200 (1) Mess 203.75 acres".

7. I have never directly or indirectly taken any action to (i) obstruct ingress or egress on Farm Road in any way nor did I ever (ii) prevent anyone from obtaining addresses for their Farm Road property.
8. I am unaware of anyone in the chain of title for Parcel 200 ever taking any direct or indirect action to (i) obstruct ingress or egress on Farm Road in any way nor (ii) prevent anyone from obtaining addresses for their Farm Road property.
9. Parcel 200 shares a common boundary with Farm Road.
10. A portion of Farm Road bifurcates the eastern-most portion of Parcel 200.
11. My parents' primary residence, known as 18420 Brooke Grove Road Olney, Maryland 20832, is situated within the Contiguous Property. Accordingly, I can walk from their home, across the Contiguous Property, to Parcel 200.
12. I recognize that Farm Road is the sole means of ingress and egress to the Plaintiffs' Farm Road properties.
13. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property, including but not limited to the portion of Farm Road that traverses Parcel 200.
14. If for any reason the neighboring property owner of Parcel 36² and/or the owner of Parcel 900³ objects to the use of Farm Road in any way, I agree that the portion of Farm Road located upon Parcel 200 that shares a common boundary with either parcel can be shifted west wholly onto my

² Depicted on the Property Map and defined in the related Property Key as "9 P. 36 Milton Johnson."

³ Depicted on the Property Map and defined in the related Property Key as "8 P. 900 Raymond Thomas/Audrey Hill."

property (Parcel 200) such that the eastern boundary of Farm Road aligns with the eastern-most boundary of Parcel 200. In that way users of Farm Road can do so without traversing any portion of Parcel 36 or Parcel 900 that shares a common boundary with my property.

15. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road being moved further west onto Parcel 200 to comply with such requirements, if any, provided that the eastern boundary of Farm Road remains aligned along (i) the eastern-most boundary of Parcel 200 for the portion of Farm Road that is adjacent to Parcel 36 and Parcel 900, and; (ii) the existing location of the eastern-most boundary of Farm Road that extends diagonally across Parcel 200, north of Parcel 900.
16. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.

Sarah A. Mess

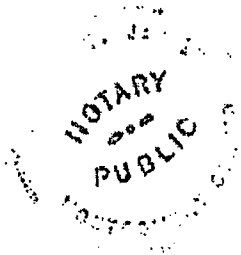
Sarah Ann Mess

Subscribed and sworn to before me in Howard County, Maryland, this 24th day of February 2013.

Patricia L. Jenkins

NOTARY PUBLIC

My commission expires: 10/20, 2014.



PATRICIA L. JENKINS
NOTARY PUBLIC
MONTGOMERY COUNTY, MD
MY COMMISSION EXPIRES OCT. 20, 2014

AFFIDAVIT

COMES NOW, FRANCES MARIE STILWELL, on this 26 day of February, 2013, who HEREBY SWEARS and AFFIRMS and deposes as follows:

1. I am over the age of twenty-one years old and competent to testify in a Court of Law. I am a U.S. Citizen.
2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland and which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").
3. I acknowledge that my parents are named defendants in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.
4. My parents purchased numerous contiguous properties in Olney, Maryland and Sandy Spring, Maryland containing 203.75 acres, more or less (the "Contiguous Property"), including Parcel 200,¹ in 1975.
5. One December 7, 2012, my parents, gifted a 12.5 percent interest in 198.75 acres, more or less, of the Contiguous Property to me by way of the Deed of Gift recorded among the Montgomery County land records at Liber 45780 Folio 099.
6. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.

¹Parcel 200 as shown on Maryland Tax Map JU121, depicted on the attached drawing labeled "Sandy Spring Farm Road and Right of Way Drawing" and defined in the related Property Key on the drawing as "2 - P 200 (1) Mess 203.75 acres".

7. I have never directly or indirectly taken any action to (i) obstruct ingress or egress on Farm Road in any way nor did I ever (ii) prevent anyone from obtaining addresses for their Farm Road property.
8. I am unaware of anyone in the chain of title for Parcel 200 ever taking any direct or indirect action to (i) obstruct ingress or egress on Farm Road in any way nor (ii) prevent anyone from obtaining addresses for their Farm Road property.
9. Parcel 200 shares a common boundary with Farm Road.
10. A portion of Farm Road bifurcates the eastern-most portion of Parcel 200.
11. My parents' primary residence, known as 18420 Brooke Grove Road Olney, Maryland 20832, is situated within the Contiguous Property. Accordingly, I can walk from their home, across the Contiguous Property, to Parcel 200.
12. I recognize that Farm Road is the sole means of ingress and egress to the Plaintiffs' Farm Road properties.
13. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property, including but not limited to the portion of Farm Road that traverses Parcel 200.
14. If for any reason the neighboring property owner of Parcel 36² and/or the owner of Parcel 900³ objects to the use of Farm Road in any way, I agree that the portion of Farm Road located upon Parcel 200 that shares a common boundary with either parcel can be shifted west wholly onto my

² Depicted on the Property Map and defined in the related Property Key as "9 P. 36 Milton Johnson."

³ Depicted on the Property Map and defined in the related Property Key as "8 P. 900 Raymond Thomas/Audrey Hill."

property (Parcel 200) such that the eastern boundary of Farm Road aligns with the eastern-most boundary of Parcel 200. In that way users of Farm Road can do so without traversing any portion of Parcel 36 or Parcel 900 that shares a common boundary with my property.

15. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road being moved further west onto Parcel 200 to comply with such requirements, if any, provided that the eastern boundary of Farm Road remains aligned along (i) the eastern-most boundary of Parcel 200 for the portion of Farm Road that is adjacent to Parcel 36 and Parcel 900, and; (ii) the existing location of the eastern-most boundary of Farm Road that extends diagonally across Parcel 200, north of Parcel 900.
16. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.

Frances Marie Stilwell

Frances Marie Stilwell

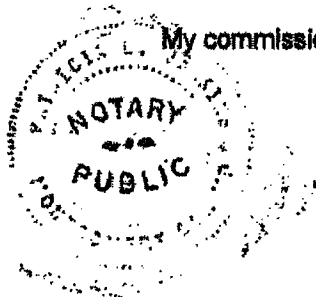
Subscribed and sworn to before me in Montgomery County, Maryland, this 26 day of February 2013.

Patricia L. Jenkins

NOTARY PUBLIC

My commission expires:

10/20, 2014.



PATRICIA L. JENKINS
NOTARY PUBLIC
MONTGOMERY COUNTY, MD
MY COMMISSION EXPIRES OCT. 20, 2014

AFFIDAVIT

**COMES NOW, LAURANA G. McCANTS, on this 22 day of February, 2013, who
HEREBY SWEARS and AFFIRMS and deposes as follows:**

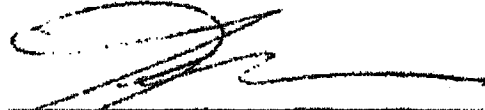
- 1. I am over the age of eighteen and competent to testify in a Court of Law. I am a U.S. Citizen.**
- 2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland, which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").**
- 3. My deceased husband, Leonard McCants, by way of his law practice, McCants and Associates, LLC, purchased Parcel 123 in 1999. I have had personal knowledge of Parcel 123 since that time.**
- 4. In 2009, Parcel 123 was transferred by Will to me and my two adult children, Leonard L. McCants, II and Henry G. McCants.**
- 5. I have had personal knowledge of Farm Road's location and its existence, including from Parcel 123, south to Brooke Road, since the time of my husband's purchase of Parcel 123.**
- 6. Parcel 123 shares a common boundary with Farm Road.**
- 7. I acknowledge that some owners of neighboring properties located to the east of Parcel 123 including William Rounds, are named plaintiffs in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.**
- 8. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.**

9. I have never directly or indirectly taken any action to (i) obstruct ingress or egress on Farm Road in any way, or (ii) prevent anyone from obtaining addresses for their Farm Road property.
10. I am unaware of anyone in the chain of title for Parcel 123 ever taking any direct or indirect action to (i) obstruct ingress or egress on Farm Road or (ii) prevent anyone from obtaining addresses for their Farm Road property.
11. In 2008 my husband filed a cross complaint against the defendants in a matter related to the case of *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals. He did so in an attempt to have Farm Road recognized as the sole means of ingress and egress to the properties owned by the Plaintiffs in the above captioned case because Farm Road is also the sole means of ingress and egress to Parcel 123.
12. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property.
13. If for any reason the neighboring property owner of Parcel 36¹ objects to the use of Farm Road in any way, I agree that the portion of Farm Road located upon Parcel 123 that shares a common boundary with Parcel 36 can be shifted west, wholly onto my property (Parcel 123) such that the eastern-most boundary of Farm Road aligns with the western-most boundary of Parcel 123. In that way users of Farm Road can do so without traversing any portion of Parcel 36.
14. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road

¹ Depicted on the Property Map and defined in the related Property Key as "9 P. 36 Milton Johnson."

being moved further west onto Parcel 123 to comply with such requirements, if any.

15. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.



Laurana McCants

Subscribed and sworn to before me in ^{Maryland} Washington, DC, this 22 day of February 2013.



MARLENE S. NOVIK

MARLENE S. NOVIK

NOTARY PUBLIC

My commission expires: 5/17/2013, 20



AFFIDAVIT


COMES NOW, **LEONARD L. McCANTS, II**, on this 25th day of February, 2013,
who HEREBY SWEARS and AFFIRMS and deposes as follows:

1. I am over the age of eighteen and competent to testify in a Court of Law. I am a U.S. Citizen.
 2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland, which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").
 3. My deceased father, Leonard McCants, by way of his law practice, McCants and Associates, LLC, purchased Parcel 123 in 1999.
 4. In 2009, Parcel 123 was transferred by Will to me, my brother Henry G. McCants and my mother, Laurana G. McCants.
 5. Parcel 123 shares a common boundary with Farm Road.
 6. I acknowledge that some owners of neighboring properties located to the east of Parcel 123 including William Rounds, are named plaintiffs in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.
 7. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.
 8. I have never directly or indirectly taken any action to (i) obstruct ingress or egress on Farm Road in any way, or (ii) prevent anyone from obtaining addresses for their Farm Road property.
-

9. I am unaware of anyone in the chain of title for Parcel 123 ever taking any direct or indirect action to (i) obstruct ingress or egress on Farm Road or (ii) prevent anyone from obtaining addresses for their Farm Road property.
10. In 2008 my father filed a cross complaint against the defendants in a matter related to the case of *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals. He did so in an attempt to have Farm Road recognized as the sole means of ingress and egress to the properties owned by the Plaintiffs in the above captioned case because Farm Road is also the sole means of ingress and egress to Parcel 123.
11. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property.
12. If for any reason the neighboring property owner of Parcel 36¹ objects to the use of Farm Road in any way, I agree that the portion of Farm Road located upon Parcel 123 that shares a common boundary with Parcel 36 can be shifted west, wholly onto my property (Parcel 123) such that the eastern-most boundary of Farm Road aligns with the western-most boundary of Parcel 123. In that way users of Farm Road can do so without traversing any portion of Parcel 36.
13. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road being moved further west onto Parcel 123 to comply with such requirements, if any.

¹ Depicted on the Property Map and defined in the related Property Key as "9 P. 36 Milton Johnson."

14. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.



Leonard L. McCants, II

State of CA

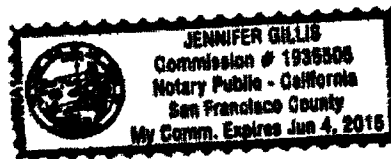
County/City of San Francisco

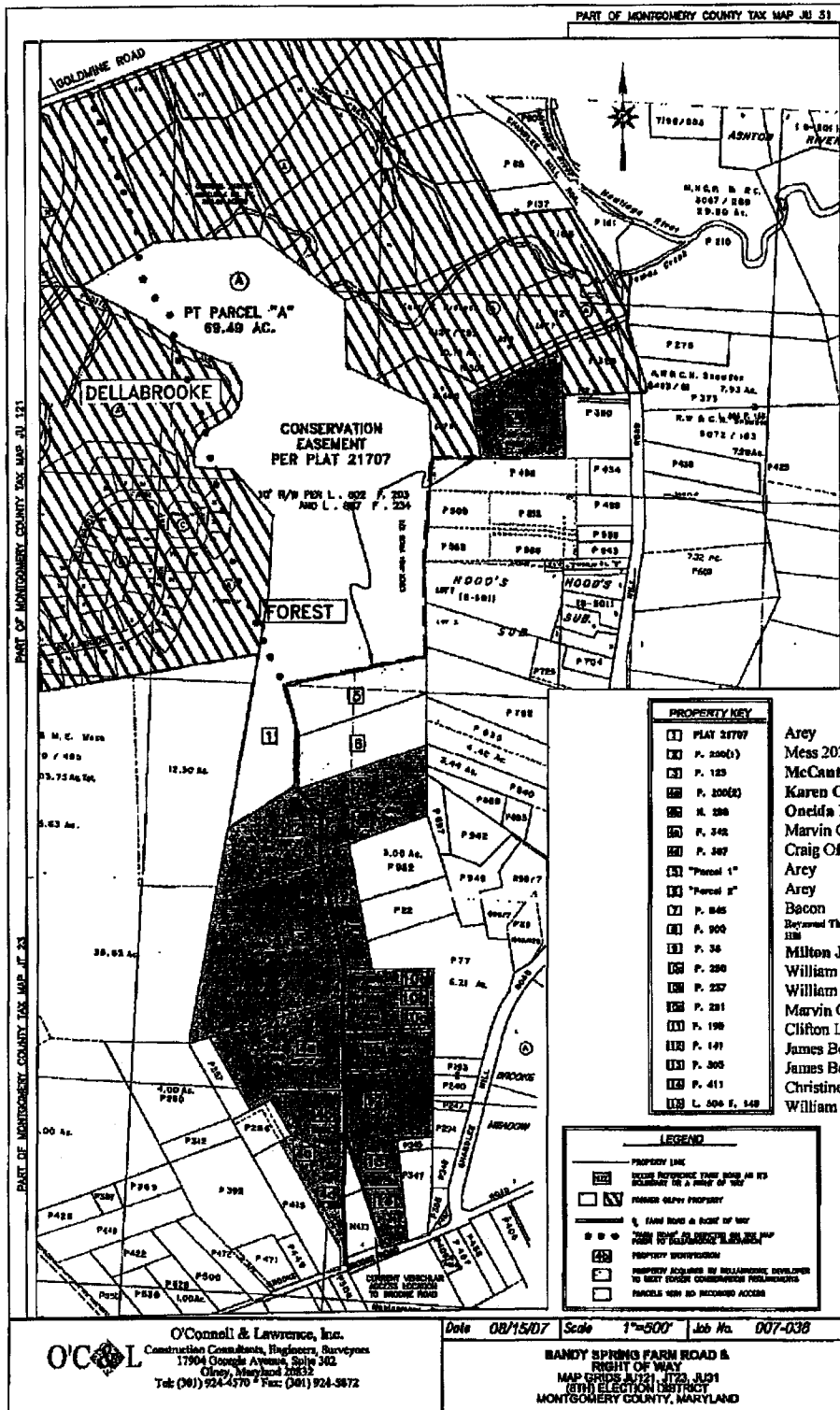
Sworn and subscribed to before me this 28th day of, February, 2013,
by Leonard McCants, proved to me on the basis of
satisfactory evidence to be the person who appeared before me.

Notary Public Signature Jennifer Gillis

Name of notary public (print) Jennifer Gillis

My Commission expires: June 4, 2015





Attachment to Affidavits of Laurana L. McCants, Leonard L. McCants II and Henry G. McCants

AFFIDAVIT

COMES NOW, **HENRY G. McCANTS**, on this 27 day of February, 2013, who
HEREBY SWEARS and AFFIRMS and deposes as follows:

1. I am over the age of eighteen and competent to testify in a Court of Law. I am a U.S. Citizen.
2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland, which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").
3. My deceased father, Leonard McCants, by way of his law practice, McCants and Associates, LLC, purchased Parcel 123 in 1999.
4. In 2009, Parcel 123 was transferred by Will to me, my brother Leonard L. McCants, II, and my mother, Laurana ~~X~~ McCants.
G (HAJ)
5. Parcel 123 shares a common boundary with Farm Road.
6. I acknowledge that some owners of neighboring properties located to the east of Parcel 123 including William Rounds, are named plaintiffs in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.
7. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.
8. I have never directly or indirectly taken any action to (i) obstruct ingress or egress on Farm Road in any way, or (ii) prevent anyone from obtaining addresses for their Farm Road property.

9. I am unaware of anyone in the chain of title for Parcel 123 ever taking any direct or indirect action to (i) obstruct ingress or egress on Farm Road or (ii) prevent anyone from obtaining addresses for their Farm Road property.
10. In 2008 my father filed a cross complaint against the defendants in a matter related to the case of *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals. He did so in an attempt to have Farm Road recognized as the sole means of ingress and egress to the properties owned by the Plaintiffs in the above captioned case because Farm Road is also the sole means of ingress and egress to Parcel 123.
11. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property.
12. If for any reason the neighboring property owner of Parcel 36¹ objects to the use of Farm Road in any way, I agree that the portion of Farm Road located upon Parcel 123 that shares a common boundary with Parcel 36 can be shifted west, wholly onto my property (Parcel 123) such that the eastern-most boundary of Farm Road aligns with the western-most boundary of Parcel 123. In that way users of Farm Road can do so without traversing any portion of Parcel 36.
13. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road being moved further west onto Parcel 123 to comply with such requirements, if any.

¹ Depicted on the Property Map and defined in the related Property Key as "9 P. 36 Milton Johnson."

14. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.

Henry G. McCants

Commonwealth

State of

VIRGINIA

County/City of

ARLINGTON

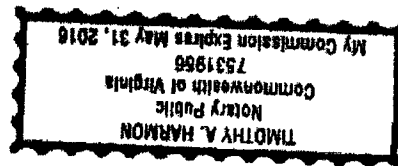
Sworn and subscribed to before me this 27 day of February, 2013,
by Henry McCants, proved to me on the basis of
satisfactory evidence to be the person who appeared before me.

Notary Public Signature

Name of notary public (print)

Timothy A. Harmon

My Commission expires: May 31, 2016





Attachment to Affidavits of Laurence J. McCants, Leonard L. McCants II and Henry G. McCants

AFFIDAVIT

COMES NOW, KAREN THERESA CLARK, on this 2 day of April, 2013, who
HEREBY SWEARS and AFFIRMS and deposes as follows:

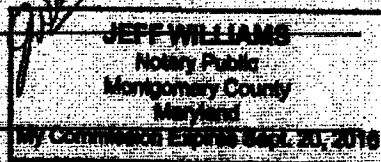
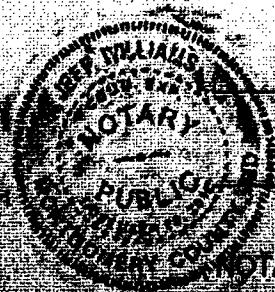
1. I am over the age of eighteen and competent to testify in a Court of Law. I am a U.S. Citizen.
2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland and which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").
3. I was deeded my property, known as Parcel 200 on Tax Map JU2, and shown on the Property Map as 4a, and in the related Property Key as "4a P 200(2) Karen Clark" ("Parcel 200") via an inter-family transfer in 1985.
4. Since the time of my ownership, I have had personal knowledge of Farm Road's location and existence from Parcel 200, south, to Brooke Road.
5. I acknowledge that some owners of neighboring properties located to the east of mine, including William Rounds, are named plaintiffs in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.
6. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.
7. I have never directly or indirectly taken any action to (i) obstruct ingress or egress on Farm Road in any way nor did I ever (ii) prevent anyone from obtaining addresses for their Farm Road property.
8. I am unaware of anyone in the chain of title for Parcel 200 ever taking any direct or indirect action to (i) obstruct ingress or egress on Farm Road in

any way nor (ii) prevent anyone from obtaining addresses for their Farm Road property.

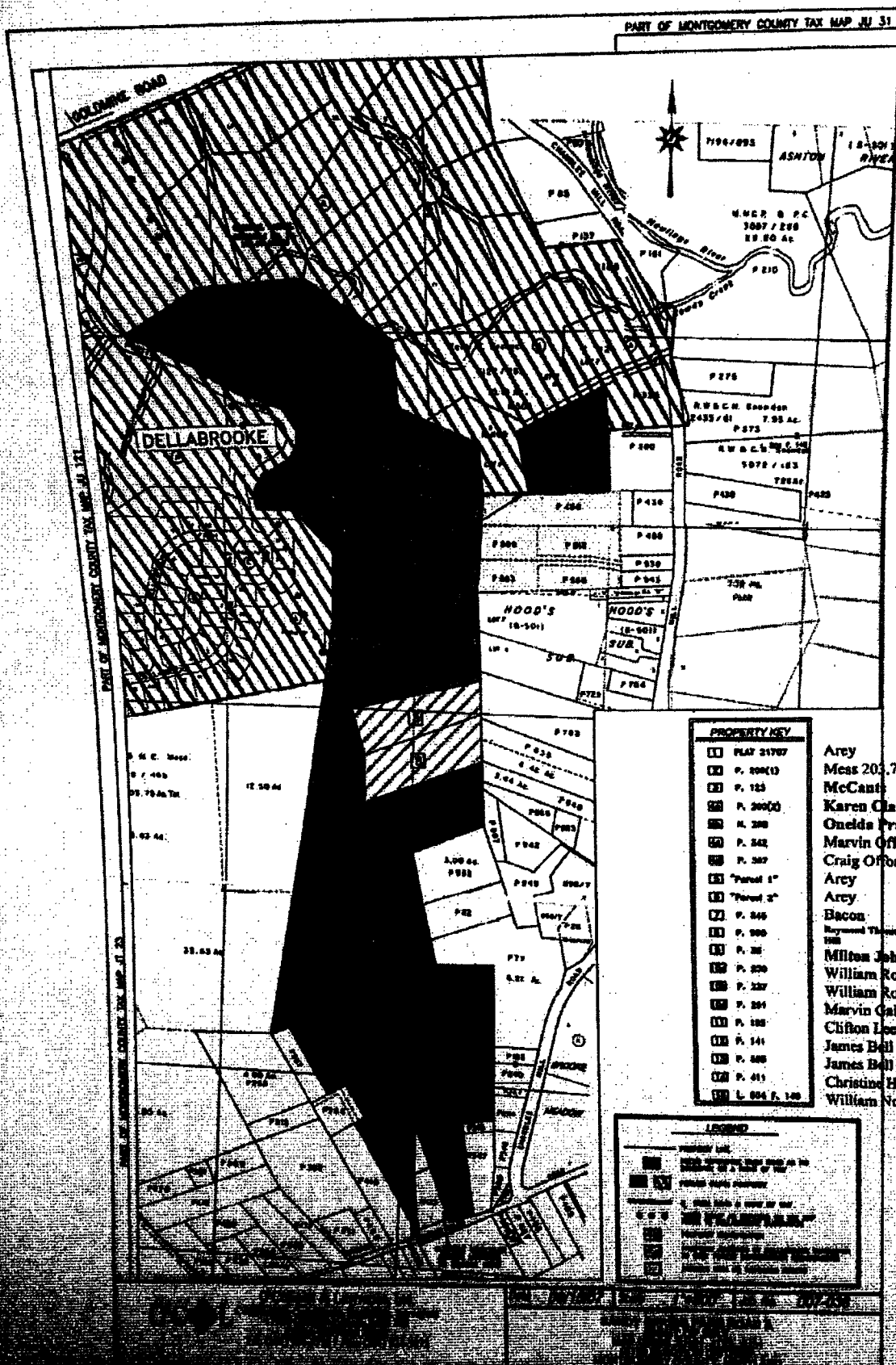
9. Parcel 200 shares a common boundary with Farm Road and Farm Road serves as the ingress and egress to Parcel 200.
10. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property.
11. As the owner of Parcel 200, I am entitled to the same rights, title, interest and access to Farm Road as are the Plaintiffs and any other property owner whose property or easement bounds Farm Road.
12. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road being moved further west onto Parcel 200 to comply with such requirements; provided however, in no event shall Farm Road be moved further west than the existing creek.
13. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.

Karen Theresa Clark
Karen Theresa Clark

Subscribed and sworn to before me in Montgomery County, Maryland, this
2nd day of April, 2013.



My commission expires: _____, 20____



K-7C
4-2-13

PROPERTY KEY	
[]	PLAT 21707
[]	P. 100(1)
[]	P. 123
[]	P. 200(2)
[]	H. 200
[]	P. 242
[]	P. 267
[]	"Parcel 1"
[]	"Parcel 2"
[]	P. 245
[]	P. 260
[]	P. 26
[]	P. 200
[]	P. 227
[]	P. 204
[]	P. 100
[]	P. 141
[]	P. 400
[]	P. 411
[]	L. 204 P. 140

Arey
Mess 203.75 acres
McCauley
Karen Clark
Onelda Prather
Marvin Offord
Craig Offord
Arey
Arey
Bacon
Raymond Thomas/Andrew
1988
Milton Johnson
William Rounds
William Rounds
William Rounds
Marvin Galtier
Clifton Lee (name)
James Bell
James Bell
Christine Hill
William Nourvet

LEGEND	
[]	PROPERTY LINE
[]	UNDEVELOPED LAND
[]	ROADS
[]	WATER
[]	RAILROADS
[]	POWER LINES
[]	SEWER LINES
[]	WATER LINES
[]	TELEPHONE LINES
[]	UTILITY LINES
[]	ADDITIONAL LINES

AFFIDAVIT

COMES NOW, KENNETH PRATHER, on this 28 day of February, 2013, who
HEREBY SWEARS and AFFIRMS and deposes as follows:

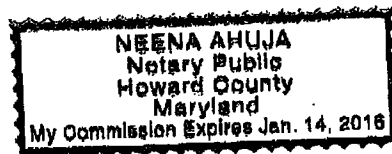
1. I am 44 years old and competent to testify in a Court of Law. I am a U.S. Citizen.
2. I understand that questions have arisen regarding the existence and use of the road now known as Farm Road in Sandy Spring, Maryland and which is depicted on the attached drawing dated 8/15/07 and labeled "Sandy Spring Farm Road and Right of Way Drawing" (the "Property Map").
3. I am the Personal Representative for the Estate of Onelda Theresa Prather.
4. Onelda Theresa Prather was my mother. Her Sandy Spring, Maryland home and property, shown as Parcel N 288 on the Property Map as "4b N. 288" and in the related Property Key as "4b N. 288 Onelda Prather", were deeded to her via a Personal Representative's Deed in 1975.
5. Parcel N 288 has been in my family since the early 1900s.
6. I was raised in my mother's home located upon Parcel N 288 and, since the time I was a young child, I have had personal knowledge of Farm Road's location and its existence from Parcel N 288, south to Brooke Road.
7. I acknowledge that some owners of neighboring properties located to the east of Parcel N 288 including William Rounds, are named plaintiffs in an action captioned *Rounds, et al. v. MNCPPC et al.*, currently pending before the Maryland Court of Special Appeals.
8. I do not dispute that Farm Road has served as the sole means of access to the properties owned by the Plaintiffs since as early as the late 1800s, as they contend.

9. I have never directly or indirectly taken any action to (i) obstruct ingress or egress on Farm Road in any way nor did I ever (ii) prevent anyone from obtaining addresses for their Farm Road property.
10. I am unaware of anyone in the chain of title for Parcel N 288 ever taking any direct or indirect action to (i) obstruct ingress or egress on Farm Road in any way nor (ii) prevent anyone from obtaining addresses for their Farm Road property.
11. Parcel N 288 shares a common boundary with Farm Road.
12. I do not oppose, and agree to not contest, challenge or file legal action to prevent, the Plaintiffs', or any other property owner whose property or easement bounds Farm Road, use of any portion of Farm Road for ingress or egress to their property.
13. If for any reason any governing regulatory agency requires that Farm Road be widened, I agree not to oppose the boundary of Farm Road being moved further west onto Parcel N 288 to comply with such requirements, if any.
14. I affirm under the penalty of perjury that the above statement is accurate, correct and complete to the best of my knowledge, information and belief.

Kenneth P. Prather
Kenneth Prather, Personal Representative
Estate of Oneida Theresa Prather

Subscribed and sworn to before me in Montgomery County, Maryland, this
28 day of February 2013.

Notary - Neena Ahuja
Date 2/28/13.



NOTARY PUBLIC

My commission expires: _____, 20____

37227 283

2009 MAY 19 PM 4:18

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
MONTGOMERY CO. MD.

04:18 PM
5385 BILK # 5385
2523 RPT # 2523
40.00
20.00
20.00
IMP FD SURE
RECORDING FEE
TOTAL
2007 RPT # 2523
2007 BILK # 5385
MAY 19, 2009

Parcel ID #8-501-709130

DECLARATION OF CONFIRMATION OF TITLE

THIS DECLARATION OF CONFIRMATION OF TITLE is made as of this 12th day of May, 2009, by CHRISTINE HILL, also sometimes known as CHRISTINE HILL WILSON, the "Declarant," and is based upon the following facts:

A. In an action pending as Civil Action No. 272242V in the Court of Special Appeals of Maryland and in Case 8.08-cv-01562-RWT which is pending in the United States District Court for the Southern District of Maryland, questions have been raised concerning the description of the property owned by Declarant.

B. In order to resolve the questions relating to her title and to confirm the boundaries of her property, and to memorialize the dismissal with prejudice of all suits against her, Declarant has executed acknowledged this Declaration of Confirmation of Title, declaring and confirming:

1.a. That the property conveyed to her in 1998 by a deed recorded in **Liber 16406 at folio 497** (the "Hill Property"), is, to the best of her information, knowledge and belief, as confirmed by the professionally prepared survey of Mr. Jeffrey A. Foster, a registered property line surveyor (the "Surveyor") dated January 27, 2009. The Surveyor marked the ^{corners} ~~corners~~ of the Hill Property, in accordance with the above mentioned deed of the Hill Property; the corners of that description have been memorialized by way of permanent ground monuments. The Surveyor prepared a drawing of the Hill survey, attached hereto as Exhibit 1, (the "Hill Survey"). The Hill Survey confirming the agreement and understanding respecting the location of the western boundary of the Hill Property is attached hereto and made part of this Declaration of Confirmation.

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20 BH

1.b That this Declaration of Confirmation of Title is binding upon the Grantor, and the Grantor's heirs, personal representative, successors and assigns for the faithful performance of this Agreement.

1c. That the Grantor agrees to make specific reference to this Declaration of Confirmation of Title in a separate paragraph of any subsequent deed, sales contract, mortgage, lease or other legal instrument by which any interest in the Hill Property is conveyed.

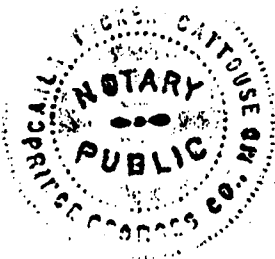
2. As conditions subsequent to her execution, acknowledgment, delivery and recording of this Declaration of Confirmation of Title are the delivery to her or her counsel of Lines of Dismissal with Prejudice, Praecipes or Orders of Court evidencing the dismissal with prejudice of all actions against her.

IN WITNESS WHEREOF, Declarant has set her hand as of the date and year first above written:


Christine Hill, Declarant

STATE OF MARYLAND, COUNTY OF MONTGOMERY:

I HEREBY CERTIFY that before the undersigned Notary Public personally appeared the above-signing CHRISTINE HILL who made oath in due form of law that she executed the foregoing instrument as her act and deed, for the purposes therein set forth. IN WITNESS WHEREOF I have set my hand and notarial seal this 12th day of May 2009; my Commission expires 1/12/2011.




Notary Public

MAIL TO:

RAJ SINGH ESQ
15200 SHADY GROVE RD #308
ROCKVILLE MD 20850

CARLA TUCKER CATTOUSE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 12, 2011

The information shown hereon has been prepared without benefit of a Title Report, therefore, may not reflect all easements or encumbrances which may affect subject property.

