



**Piney Spring Farm (a.k.a. Piney Spring ) Lot 1, Block A: Limited Preliminary Plan Amendment No. 11993043B  
(In Response to a Forest Conservation Law Violation)**

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 Stephen Peck, Senior Planner, DARC, [Stephen.Peck@montgomeryplanning.org](mailto:Stephen.Peck@montgomeryplanning.org), 301-495-4564

 Mark Pfefferle, Chief, DARC, [Mark.Pfefferle@montgomeryplanning.org](mailto:Mark.Pfefferle@montgomeryplanning.org), 301-495-4730

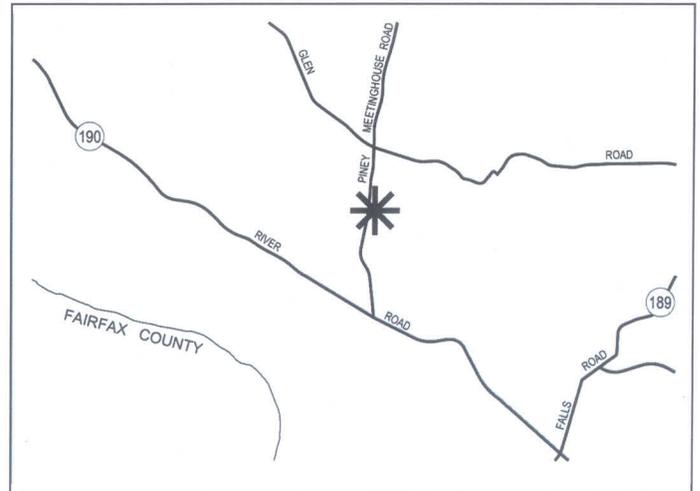
Completed: 01/08/16

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**Description**

**Limited Amendment, Preliminary Plan No. 11993043B,  
Piney Spring Farm (a.k.a. Piney Spring) Lot 1, Block A  
(in response to a forest conservation law violation)**

- 11111 Piney Meetinghouse Road
- RE2 Zone
- Within Potomac Subregion Master Plan
- Applicant: Haven J. & Amy F. Barlow
- Submitted on September 2, 2015



**Summary**

Request to amend the Preliminary Plan of Subdivision for Forest Conservation purposes to remove 6,812 square feet of Category I Conservation Easement from Lot 1 and mitigate offsite by acquiring 13,624 square feet of mitigation credit at an approved Montgomery County Forest Conservation Bank.

## **STAFF RECOMMENDATION AND CONDITIONS**

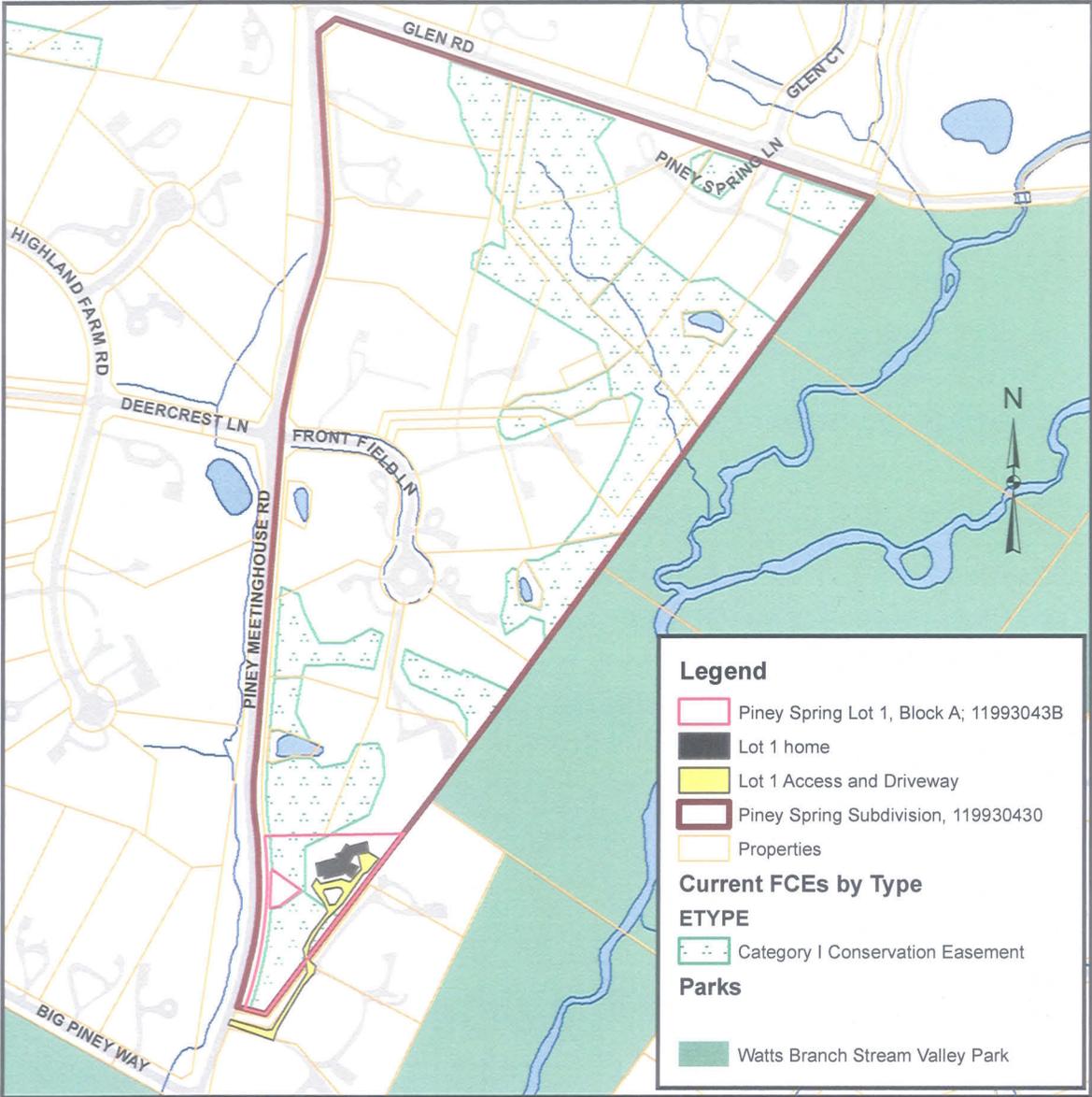
Staff recommends approval of the limited amendment to the Preliminary Plan for forest conservation purposes. All other conditions of Preliminary Plan No. 119930430, as contained in the Montgomery County Planning Board's Opinion dated May 12, 1994, remain in full force and effect except as modified below.

1. Prior to submitting a Record Plat application for Lot 1 Block A, the Applicant must record a Category I Conservation Easement by deed in the Land Records of Montgomery County, Maryland for all retained conservation easement areas on the Subject Property. The new Category I Conservation Easement must be approved by the M-NCPPC Office of the General Counsel before recordation. The existing Category I Conservation Easement remains in full force and effect until the new Category I Conservation Easement is recorded in the Land Records of Montgomery County, Maryland.
2. Within thirty (30) days of the mailing of the Planning Board Resolution approving plan number 11993043B, the Applicant must submit a Certificate of Compliance to use an M-NCPPC approved offsite forest conservation bank. The Certificate of Compliance must provide 13,624 square feet of mitigation credit for the removal of 6,812 square feet of Category I Conservation Easement.
3. Within ninety (90) days of the mailing date of the Resolution for this amendment, the Applicant must install permanent conservation easement markers at the perimeter of the new Category I Conservation Easement as shown on the Final Forest Conservation Plan Amendment.
4. Within one hundred and twenty (120) days of the mailing date of the Resolution for this amendment, the Applicant must submit a complete Record Plat application that delineates and references the new Category I Conservation Easement.

## **SITE DESCRIPTION**

The subject property, Piney Spring Lot 1, Block A is situated next to Piney Meetinghouse Road and is the southernmost lot within the Piney Spring Farm Subdivision. Figure 1 below shows the Piney Spring Farm Subdivision, the Subject Property, access to the Subject Property, and the existing forested Category I Conservation Easements. The Piney Spring Farm Subdivision is bordered by the Watts Branch Stream Valley Park on the east, Piney Meetinghouse Road on the west and Glen Road on the north. The house at Piney Spring Lot 1, Block A was built in 1997. A portion of the driveway for Lot 1 exists within a Category I Conservation Easement.

**Figure 1: Driveway within Category I Conservation Easement 1 : Piney Spring Farm Subdivision and Piney Spring Lot 1, Block A**



**BACKGROUND**

The Montgomery County Planning Board approved Preliminary Plan No. 119930430 “Piney Spring Farm” by Opinion mailed on May 12, 1994, for 21 lots on 48.2 acres of land in the RE2 Zone (Attachment 1).

The approved Final Forest Conservation Plan for Piney Spring Farm protected 13.3 acres of existing forest as conservation areas (Attachment 2). At the time of Record Plat, the subdivision was designated

“Piney Spring”, not Piney Spring Farm. Record Plats No. 19562, 19563, 19870, 19871, 19872, 19873, 19874 and 20439 delineate the conservation easements within the subdivision. Record Plat No. 19874 shows Lot 1 and the Category I Conservation Easements on the property (Attachment 3). The Record Plat granted the Category I Conservation Easement on Lot 1 to M-NCPPC pursuant to the Agreement recorded in Liber 13049 Folio 140 among the Land Records of Montgomery County, Maryland (Attachment 4).

Approval of the Piney Spring Subdivision limited access to Lot 1 to an ingress/egress easement from Front Field Lane. The Property Owner acquired the property in 1996, before the home was built. During construction of the home, the owner’s representative met with the M-NCPPC Inspector to discuss an alternative driveway access from the adjacent property, 11113 Piney Meetinghouse Road. The inspector agreed to an alternative driveway built outside the existing Category I Conservation Easement area. However, at some point after this meeting, the Property Owner graded and created a driveway through the conservation easement to an existing, offsite shared driveway for 11113 Piney Meetinghouse Road. In April 2015, while conducting routine inspections, the Inspector noticed the driveway and noticed mechanized equipment damaging existing vegetation and altering existing soil drainage within the conservation easement on the property.

#### **VIOLATION**

In April 2015, the Inspector issued Administrative Citation No. EPD 000223 to the Property Owner for clearing, grading and soil disturbance violations of the Category I Conservation Easement (Attachment 5). The Inspector also requested that the existing boundary of the Category I Conservation Easement be surveyed and the boundary corners be staked. Inspection of the boundary corners confirmed that the driveway for the house is within the existing Category I Conservation Easement. A meeting to discuss the conservation easement violations and the driveway was held on June 4, 2015 with the Property Owner, Rodgers Consulting, the Property Owner’s Attorney and Planning Staff.

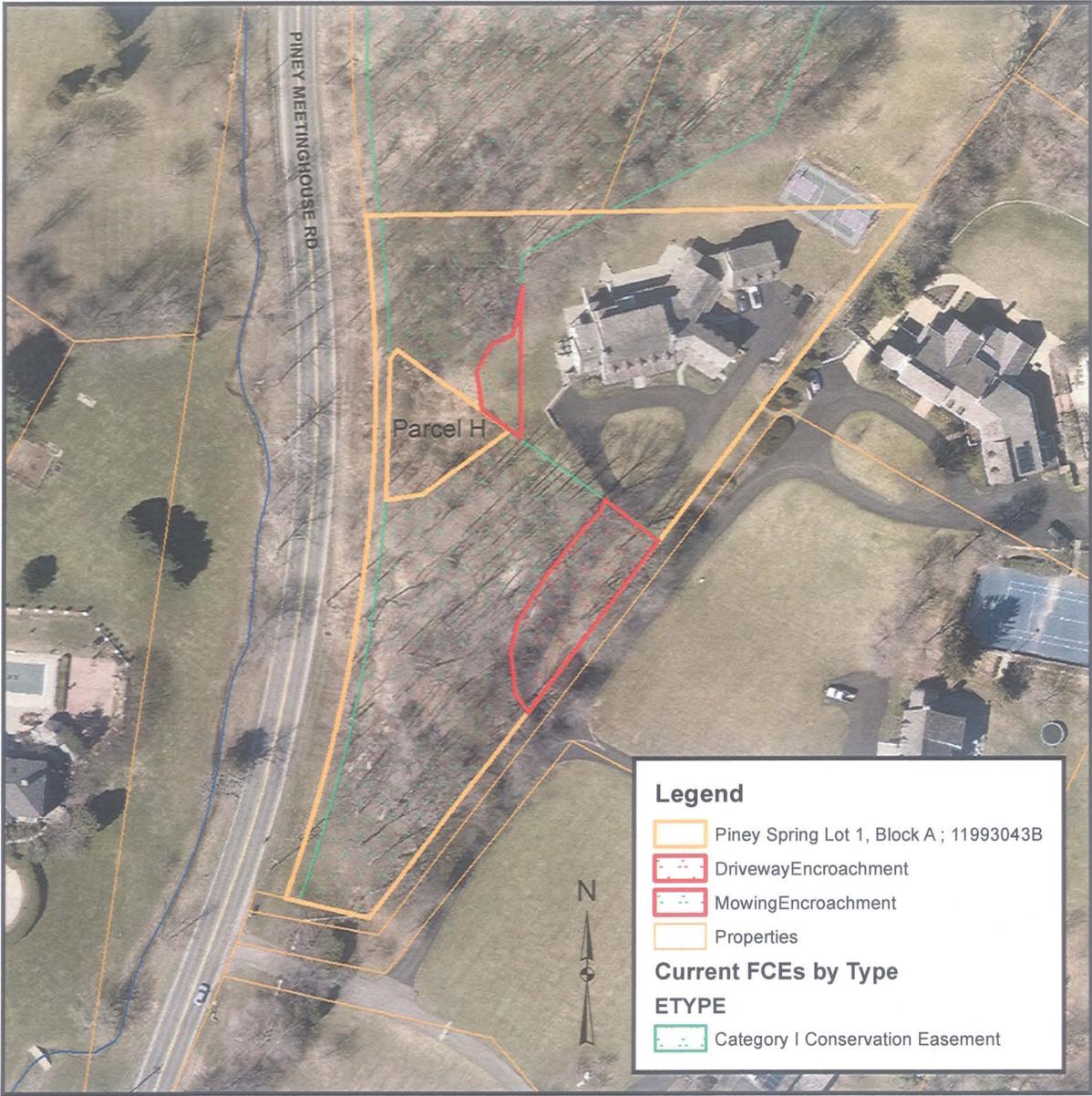
The clearing and landscape violation as documented on Administrative Citation No. EPD 000223 has been resolved with implementation of an M-NCPPC approved Restoration Plan. The required restoration planting within the Lot 1 Conservation Easement has been installed and accepted by the Inspector. To resolve the driveway encroachment and an area of conservation easement mowing between the house and the stormwater management parcel, Parcel H, Planning Staff requested the Property Owner submit a Preliminary Plan Amendment requesting changes to the boundary of the conservation easement.

#### **APPLICANTS PROPOSAL**

On September 2, 2015, the Applicant submitted a Preliminary Plan Amendment for Lot 1 which proposes to resolve the conservation easement encroachments (Attachment 6). The Applicant proposes removing two areas of conservation easement (Figure 2). The first area is where the driveway runs through the conservation easement (Figure 3). The second area, proposed for removal, is a mown area of conservation easement between Parcel H and the existing house. The total area of conservation easement to be removed offsite is 6,812 square feet. The Applicant will mitigate this area by acquiring

13,624 square feet of credit at an approved offsite forest mitigation bank. Permanent conservation easement markers are proposed for the new onsite conservation easement.

Figure 2: Map of Proposed Category I Conservation Easement Changes – Abandon Encroachments



**Figure 3: Photo of Lot 1 Driveway within Category I Conservation Easement**



**PLANNING BOARD REVIEW AUTHORITY**

The Planning Board approved Preliminary Plan 119930430 “Piney Spring Farm” and required the establishment of conservation easements in the subdivision. The Planning Board has authority under

Subdivision Regulations (Chapter 50 of the Montgomery County Code) to hear an amendment that proposes changes to the conservation easements.

In addition, the Planning Board has directed Staff to bring all requests for modifications to conservation easements before them to be considered in a public forum.

## **STAFF REVIEW**

This Preliminary Plan Amendment is in response to violation of the Category I Conservation Easement. The M-NCPPC inspector issued an administrative citation to the Property Owner for violations of the Category I Conservation Easement. In November 2015, the Property Owner resolved the clearing and landscaping violation within the conservation easement. To resolve the driveway and mowing encroachments, the Property Owner submitted this Preliminary Plan Amendment. No additional fines or citations were issued for the mowing and driveway encroachments in the Category I Conservation Easement while this Amendment was under review.

From aerial photo research, the driveway encroachment on Lot 1 has existed for more than 15 years. Mowing of the conservation easement area between the house and storm water management parcel, Parcel H, has been occurring since the home has been occupied.

The original approved final forest conservation plan for Piney Spring did not designate a stream buffer on Lot 1. The area of conservation easement on Lot 1 is shown as forest retention. Staff requested that the Applicant mitigate these encroachments onsite however, the most likely area of addition, Parcel H, is currently owned by others and is encumbered by a stormwater management easement which may be permanent.

Therefore, the Amendment proposes to resolve the conservation easement encroachments with offsite mitigation. The Amendment proposes removal of 6,812 square feet of conservation easement encroachments and provides mitigation offsite equal to 13,684 square feet which is twice the area removed.

The Applicant has agreed to spread 2 to 3 inches of wood chips over any areas of mowed grass that will be retained in conservation easement.

## **NOTIFICATION and OUTREACH**

The Subject Property was properly signed with notification of the upcoming Preliminary Plan Amendment prior to the acceptance of the application. Staff has not received correspondence from community groups or citizens as of the date of the staff report. As of January 11, 2016, all adjoining and confronting property owners, civic associations, and other registered interested parties will be notified of the upcoming public hearing on the proposed amendment.

## **RECOMMENDATION**

Staff recommends that the Planning Board approve this Amendment with the conditions specified above.

## **ATTACHMENTS**

1. Montgomery County Planning Board Opinion, Preliminary Plan No. 119930430 "Piney Spring Farm"
2. Approved Final Forest Conservation Plan No. 119930430 "Piney Spring Farm"
3. Record Plat No. 19874
4. Category I Conservation Easement Agreement LF13049.140
5. Administrative Citation No. EPD 000223
6. Preliminary Plan Amendment and Forest Conservation Plan No. 11993043B "Piney Spring Lot 1, Block A"

Date of Mailing: May 12, 1994



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

Action: Approved Staff Recommendation with Modification  
(Motion of Comm. Aron, seconded by Comm. Baptiste, with a  
vote of 4-0; Comms. Aron, Baptiste, Floreen and Hussmann  
voting in favor, with Comm. Richardson being absent).

MONTGOMERY COUNTY PLANNING BOARD

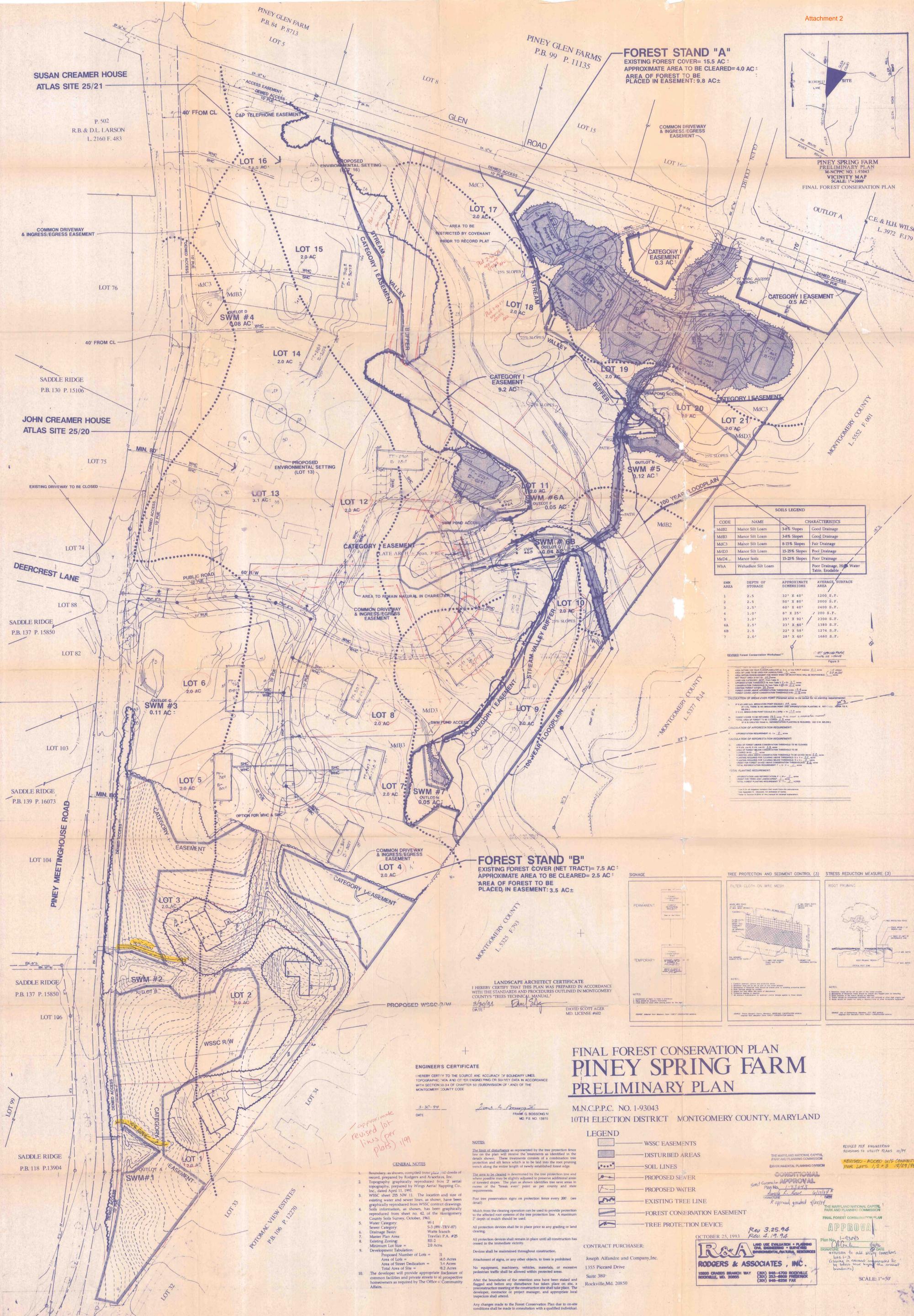
OPINION

Preliminary Plan 1-93043  
NAME OF PLAN: PINEY SPRING FARM

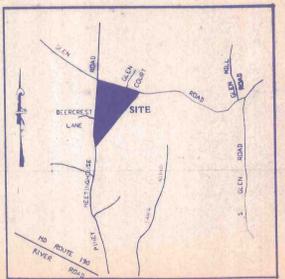
On 06-11-93, MARGUERITE H. MCCONIHE , submitted an application for the approval of a preliminary plan of subdivision of property in the RE2 zone. The application proposed to create 21 lots on 48.20 ACRES of land. The application was designated Preliminary Plan 1-93043. On 04-28-94, Preliminary Plan 1-93043 was brought before the Montgomery County Planning Board for a public hearing. At the public hearing , the Montgomery County Planning Board heard testimony and received evidence submitted in the record on the application. Based upon the testimony and evidence presented by staff and on the information on the Preliminary Subdivision Plan Application Form attached hereto and made a part hereof, the Montgomery County Planning Board finds Preliminary Plan 1-93043 to be in accordance with the purposes and requirements of the Subdivision Regulations (Chapter 50, Montgomery County Code, as amended) and approves Preliminary Plan 1-93043, subject to the following conditions:

- 1) Compliance with Environmental Planning Division approval regarding the requirements of the forest conservation legislation (as part of the preliminary plan). Applicant must meet all conditions prior to recording of plat(s) or MCDEP issuance of sediment and erosion control permit, as appropriate
- 2) Record plat to reflect delineation of conservation easement over the areas of steep slopes, stream valley buffer, 100-year floodplain and areas of afforestation
- 3) Conditions of MCDEP stormwater management approval dated 4-18-94
- 4) Access and improvements to Glen Road and Piney Meetinghouse Road as outlined in MCDOT memo dated 4-25-94
- 5) Access to existing historic resource (John Creamer House) to be abandoned and relocated to new public right-of-way
- 6) Submit landscape plan for technical staff approval to provide for additional buffering of the historic resource (James Creamer House) from the proposed development

- 7) Dedication of Piney Meetinghouse Road for 80' right-of-way and 70' right-of-way on Glen Road
- 8) Other necessary easements
- 9) Submit revised preliminary plan to show a continuous public street using a 150' minimum center line radius in lieu of a right-angle turn for technical staff approval prior to recording of plat(s)
- 10) This preliminary plan will remain valid until June 12, 1997. Prior to the expiration of this validity period, a final record plat for all property delineated on the approved preliminary plan must be recorded or a request for an extension must be filed.



**FOREST STAND "A"**  
 EXISTING FOREST COVER= 15.5 AC ±  
 APPROXIMATE AREA TO BE CLEARED= 4.0 AC ±  
 AREA OF FOREST TO BE PLACED IN EASEMENT: 9.8 AC ±



PINEY SPRING FARM  
 PRELIMINARY PLAN  
 M.N.C.P.C. NO. 1-93043  
 VICINITY MAP  
 SCALE: 1"=100'

FINAL FOREST CONSERVATION PLAN  
 OUTLOT A  
 C.E. & H.H. WILSON  
 L. 3972 F.179

CODE	NAME	CHARACTERISTICS
MdB2	Minor Silt Loam	3-8% Slopes Good Drainage
MdB3	Minor Silt Loam	3-8% Slopes Good Drainage
MdC3	Minor Silt Loam	8-15% Slopes Fair Drainage
MdD3	Minor Silt Loam	15-25% Slopes Poor Drainage
MeD4	Minor Silt Loam	15-25% Slopes Poor Drainage
WbA	Wetshaded Silt Loam	Poor Drainage, High Water Table, Erodible

SWM AREA	DEPTH OF STORAGE	APPROXIMATE DIMENSIONS	AVERAGE SURFACE AREA
1	2.5	32' X 40'	1200 S. F.
2	2.5	50' X 80'	2000 S. F.
3	2.5	60' X 40'	2400 S. F.
4	3.0	8' X 25'	200 S. F.
5	3.0	25' X 92'	2300 S. F.
6A	2.5	23' X 60'	1380 S. F.
6B	2.5	22' X 58'	1276 S. F.
7	2.0	28' X 60'	1680 S. F.

REVISED Forest Conservation Worksheet  
 1. AREA TO BE CLEARED FOR CONSTRUCTION SHALL BE IDENTIFIED BY A RED DOTTED LINE.  
 2. THE AREA TO BE CLEARED SHALL BE IDENTIFIED BY A RED DOTTED LINE.  
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 9. THE AREA TO BE CLEARED SHALL BE IDENTIFIED BY A RED DOTTED LINE.  
 10. THE AREA TO BE CLEARED SHALL BE IDENTIFIED BY A RED DOTTED LINE.

**FOREST STAND "B"**  
 EXISTING FOREST COVER (NET TRACT)= 7.5 AC ±  
 APPROXIMATE AREA TO BE CLEARED= 2.5 AC ±  
 AREA OF FOREST TO BE PLACED IN EASEMENT: 3.5 AC ±

LANDSCAPE ARCHITECT CERTIFICATE  
 I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OUTLINED IN MONTGOMERY COUNTY'S "TREES TECHNICAL MANUAL".  
 DATE: 3/30/94  
 DAVID SCOTT AGER  
 MD. LICENSE #402

ENGINEERS CERTIFICATE  
 I HEREBY CERTIFY TO THE SOURCE AND ACCURACY OF BOUNDARY LINES, TOPOGRAPHIC DATA AND ALL ENGINEERING OR SURVEY DATA IN ACCORDANCE WITH SECTION 10-3-4 OF CHAPTER 50 (SUBDIVISION OF) AND OF THE MONTGOMERY COUNTY CODE.  
 DATE: 3-30-94  
 FRANK G. BOSSONG IV  
 MD. P.E. NO. 13970

Approximate revised lot lines per plots 1199

- GENERAL NOTES**
- Boundary as shown, compiled from plat and deeds of record, prepared by Rodgers and Associates, Inc.
  - Topography graphically reproduced from 2" aerial photography, prepared by Wings Aerial Mapping Co., Inc., dated April 11, 1991.
  - WSSC sheet 215 NW 11. The location and size of existing water and sewer lines, as shown, have been graphically reproduced from WSSC contract drawings.
  - Water Category: Wc1
  - Sewer Category: S3 (89-TRV-07)
  - Drainage Basin: Waste Branch
  - Master Plan Area: Travlin P.A. #25
  - Existing Zoning: RE-2
  - Minimum Lot Size: 2.0 Acres
  - Development Tabulation:
    - Proposed Number of Lots = 31
    - Area of Lots = 44.6 Acres
    - Area of Street Dedication = 3.6 Acres
    - Total Area of Site = 82.2 Acres
  - The developer will provide appropriate disclosure of common facilities and private streets to all prospective homeowners as required by The Office of Community Affairs.

**NOTES**

The limits of disturbance as represented by the tree protection fence line on the plan will receive the treatment as identified in the details shown. These treatments consist of a combination tree protection and silt fence which is to be laid into the root pruning trench along the entire length of newly established fence edge.

Post tree preservation signs on protection fence every 200' (see detail).

Match from the clearing operation can be used to provide protection to the affected root systems of the tree protection line. A maximum 7" depth of mulch should be used.

All protection devices shall be in place prior to any grading or land clearing.

All protection devices shall remain in place until all construction is created in the immediate vicinity.

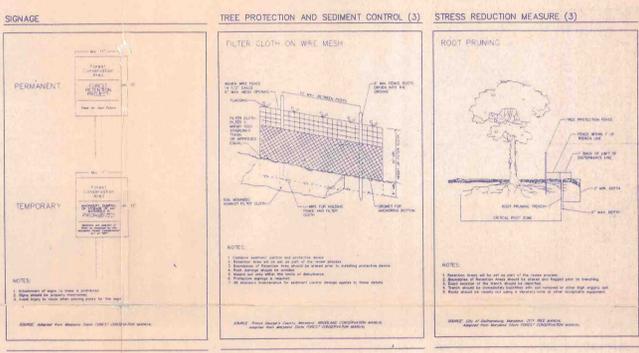
Devices shall be maintained throughout construction.

Attachment of signs, or any other objects, to trees is prohibited.

No equipment, machinery, vehicles, materials, or excessive pedestrian traffic shall be allowed within protected areas.

After the boundaries of the retention area have been staked and flagged and before any disturbance has taken place on site, a preconstruction meeting at the construction site shall take place. The developer, contractor or project manager, and appropriate local inspectors shall attend.

Any changes made to the Forest Conservation Plan due to on-site conditions shall be made in consultation with a qualified individual.



# FINAL FOREST CONSERVATION PLAN PINEY SPRING FARM PRELIMINARY PLAN

M.N.C.P.C. NO. 1-93043  
 10TH ELECTION DISTRICT MONTGOMERY COUNTY, MARYLAND

- LEGEND**
- WSSC EASEMENTS
  - DISTURBED AREAS
  - SOIL LINES
  - PROPOSED SEWER
  - PROPOSED WATER
  - EXISTING TREE LINE
  - FOREST CONSERVATION EASEMENT
  - TREE PROTECTION DEVICE

CONTRACT PURCHASER:  
 Joseph Alfandre and Company, Inc.  
 1355 Piccard Drive  
 Suite 380  
 Rockville, Md. 20850

RODGERS & ASSOCIATES, INC.  
 15800 CRAGGS BRANCH WAY  
 ROCKVILLE, MD. 20850  
 (301) 946-4700 ROCKVILLE  
 (301) 943-8908 FREDERICK  
 (301) 946-8226 FAX

REVISED PER ENGINEERING REVISIONS TO UTILITY PLANS 03/94  
 REVISIONS - ADDED W/S CONNECTIONS FROM LOTS 1, 2 & 3 2/14/95

CONDITIONAL APPROVAL  
 Plan No. 1-93043  
 David E. Scott  
 3/30/94  
 Approval granted 4/15/94

FINAL FOREST CONSERVATION PLAN  
 APPROVAL  
 Plan No. 1-93043  
 DATE: 3/30/94  
 Signature: [Signature]  
 Title: [Title]  
 Scale: 1"=50'



November 1, 1994

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Parcel I.D. 10-001-857805  
10-001-857816

CONSERVATION EASEMENT AGREEMENT

Category I with modifications

THIS AGREEMENT made this 3<sup>rd</sup> day of November, 1994, by and between MARGUERITE H. McCONIHE (hereinafter called "Grantor") and the MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION (hereinafter called the "Commission").

DEFINITIONS

Grantor: Fee simple owner of real property subject to a:  
(i) Plan approval conditioned on compliance with a FCP; or  
(ii) Plan approval conditioned on compliance with a conservation easement agreement (issued pursuant to Chapter 50 or 59, Montgomery County Code).

Grantee: Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission ("Commission").

Planning Board: Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission.

Planning Director: Director of the Montgomery County Planning Department of The Maryland-National Capital Park and Planning Commission, Montgomery County, or the Director's designee.

Plan: Sediment control permit approved pursuant to Montgomery County Code Chapter 19; preliminary plan approved under Montgomery County Code Chapter 50; site plan, development plan, planned development or special exception application approved under Montgomery County Code Chapter 59; mandatory referral approved pursuant to Article 28 of Maryland State Code Annotated; approved major utility construction (as defined by Washington Suburban Sanitary Commission's regulations).

IMP FD SURE \$ 2.00  
Montgomery 20.00  
TOTAL 22.00  
RECORDED NOV 18 1994

Forest Conservation Plan ("FCP"): Forest Conservation Plan approved by the Planning Board or Planning Director pursuant to Chapter 22A, Montgomery County Code.

Exhibit A:  
(i) FCP approved as a condition of receiving any of the Plan approval noted above; or  
(ii) Approved and signed Plan referencing this Agreement.

IMP FD SURE \$ 2.00  
RECORDED 20.00  
TOTAL 22.00  
RECORDED NOV 18 1994

94 NOV -3 P 2:07.7

20  
2

November 1, 1994

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**WITNESSETH**

This Agreement reflects a grant of easement by Grantor to the Grantee.

WHEREAS, said Grantor is the owner in fee simple of real estate located in Montgomery County, Maryland, being land situated in the tenth (10th) Election District, more particularly described as follows:

Being all of the property acquired by F. Moran McConihe and Marguerite H. McConihe, his wife, from John T. Creamer and Bertha G. Creamer, his wife, by a deed dated August 11, 1941 and recorded among the Land Records of Montgomery County, Maryland in Liber 859 at Folio 344; part of the property acquired by F. Moran McConihe and Marguerite H. McConihe, his wife, from George T. Walker and Cora Lee Walker, his wife, by a deed dated January 24, 1946 and recorded among the Land Records of Montgomery County, Maryland in Liber 1010 at Folio 330; and part of the property acquired by Marguerite H. McConihe from Michael H. McConihe and Marguerite H. McConihe, Personal Representatives of the Estate of F. Moran McConihe by a deed dated November 30, 1989 and recorded among the Land Records of Montgomery County, Maryland in Liber 9121 at Folio 006.

WHEREAS Grantor (or Grantor's agent) has obtained authority to develop pursuant to a Plan in accordance with Montgomery County, Maryland laws; and

WHEREAS, the Planning Board or other approving authority approved Grantor's Plan conditioned upon a requirement that development occur in strict accordance with a FCP approved by the Planning Board after full review of the FCP pursuant to the provisions of Montgomery County Code Chapter 22A (Forest Conservation); Chapter 50 (Subdivision Regulations); and/or Chapter 59 (Zoning Ordinance); and/or the Planning Board approved Grantor's Plan conditioned upon Grantor subjecting the property to be developed ("Property") or a portion of the property to be developed to a conservation easement pursuant to the provisions of Montgomery County Code Chapter 50 (Subdivision Regulations), and/or Chapter 59 (Zoning Ordinance); and

WHEREAS, the location of this easement ("Easement") is as shown on Exhibit A (incorporated by reference into the terms of this Agreement); and

WHEREAS, the purpose of this Easement is to protect existing and future forest cover; individual trees; streams and adjacent buffer areas, wetlands and other sensitive natural features; and to maintain existing natural conditions to protect plant habitats, water quality and wildlife; and

WHEREAS, the purpose includes preservation of the natural beauty of the property subject to the Easement and prevention of any alteration, construction or destruction that will tend to mar or detract from such natural beauty; and

WHEREAS, the purpose also includes the protection and preservation of natural features within the area of the Easement which efforts are consistent with the terms and conditions of the approved plan and applicable law; and

WHEREAS, the Parties intend for the conditions and covenants contained in this Easement Agreement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of the Property; and

WHEREAS, the Parties intend that a servitude be placed upon the Property to create a conservation benefit in favor of the Planning Board.

NOW, THEREFORE, the Grantor has executed this agreement for no monetary consideration but for the purpose of ensuring compliance with development standards imposed in accordance with Montgomery County law as a condition of development approval. The Grantor does hereby grant and convey unto the Planning Board, in perpetuity, an Easement on the Property of the size and location described in Exhibit A, and further described on the applicable record plat(s), of the nature and character described herein. This Easement constitutes a covenant real running with the title of the land, and is granted to preserve, protect and maintain the general topography and natural character of the land. Grantor, its heirs, successors and assigns covenant to abide by the following restrictions within the Easement:

1. The foregoing recitals are agreed to and incorporated herein and shall be binding upon the parties.

2. No living trees or shrubs (of any size or type) shall be cut down, removed or destroyed without prior written consent from the Planning Board. Diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage after reasonable notice to the Planning Board, unless such notice is not practical in an emergency situation or is undertaken pursuant to a forest management plan approved by the Planning Director or Maryland's Department of Natural Resources ("DNR").

3. No plant materials (including, but not limited to brush, saplings, undergrowth, or non-woody vegetation) shall be mowed or cut down, dug up, removed or destroyed unless removed pursuant to the terms and conditions of an approved forest management plan. Noxious weeds (limited to weeds defined as "noxious" under Maryland

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State or Montgomery County laws or regulations and "exotic or invasive plants" in the Montgomery County Trees Technical Manual) may be removed as required by law or according to an approved management plan, but the method of removal must be consistent with the limitations contained within this Agreement. Vegetation removal shall be limited to noxious, exotic or invasive weeds only, and protective measures must be taken to protect nearby trees and shrubs.

4. No mowing, agricultural activities, or cultivation shall occur. Grantor may replace dead trees or undergrowth provided that new plantings are characteristic of trees or undergrowth native to Maryland.

5. Nothing in this Agreement precludes activities necessary to implement or maintain an afforestation or reforestation efforts pursued pursuant to an approved forest conservation plan or maintenance agreement implemented under Chapters 19 or 22A of the Montgomery County Code.

6. The following activities may not occur at any time within the Easement Area:

- a. Construction, excavation or grading (except for afforestation and reforestation efforts conducted in compliance with an approved forest conservation plan).
- b. Erection of any building or structural improvements on or above ground, including (but not limited to) sheds, dog pens, play equipment and retaining walls.
- c. Construction of any roadway or private drive.
- d. Activities which in any way could alter or interfere with the natural ground cover or drainage (including alteration of stream channels, stream currents or stream flow).
- e. Industrial or commercial activities.
- f. Timber cutting, unless conducted pursuant to a forest management plan approved by DNR.
- g. Location of any component of a septic system or wells.

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- h. Excavation, dredging, or removal of loam, gravel, soil, rock, sand and other materials.
- i. Diking, dredging, filling or removal of wetlands.
- j. Pasturing of livestock (including horses) and storage of manure or any other suit.
- k. Alteration of stream.

7. Nothing in this agreement shall prevent construction or maintenance of stormwater structures and/or facilities or other utilities, including, but not limited to water and sewer lines, on over, or under the Easement Area, if said structures, facilities or utilities are (i) required to implement the Plan, (ii) shown on the approved FCP, and (iii) approved by the appropriate governing bodies or agencies in accordance with applicable laws and regulations.

8. Nothing in this agreement shall prevent activities which are necessary for the maintenance of property within the established historic setting. Such activities shall include, but not necessarily be limited to maintenance of lawn areas, and the removal of invasive species.

9. No dumping of unsightly or offensive material, including trash, ashes, sawdust or grass clippings shall occur. Natural biodegradable materials may be allowed in a properly located, designed, managed and maintained compost pile, provided the activity does not damage adjacent trees. Upon prior written approval of the Planning Director, suitable heavy fill and other stabilization measures may be placed to control and prevent erosion, provided that the fill is covered by arable soil or humus and properly stabilized.

10. Fences consistent with the purposes of the Easement may be erected within the easement area only after written approval from the Planning Director.

11. Unpaved paths or trails consistent with the purposes of the Easement may be created within the Easement Area if shown on the FCP or with prior written approval from the Planning Director.

12. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or minimize damage to the forest and trees, streams and water quality, plant and wildlife habitats, and the natural topographic character of the land within the Easement.

November 1, 1994

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13. Grantor authorizes Planning Board representatives to enter the Property and Easement at their own risk and at reasonable hours for the purpose of making periodic inspections to ascertain whether the Grantor, its heirs, successors or assigns have complied with the restrictions, conditions, and easements established herein. The Easement does not convey to the general public the right to enter the Property or Easement for any purpose. The Easement does not restrict or enlarge access to the general public in common open space held under community or homeowner association control beyond any access rights created by applicable community or homeowner association covenants and by-laws.

14. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed, sales contract, mortgage, lease or other legal instrument by which any interest in the Property is conveyed.

15. No failure on the part of the Planning Board to enforce any covenant or provision herein shall waive the Planning Board's right to enforce any covenant within this agreement.

16. Upon finding a violation of any of the restrictions, conditions, covenants and easements established by this Agreement, the Planning Board shall have the right to enforce such provisions in accordance with any statutory authority (including, if applicable, the imposition of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time). The Planning Board also may seek injunctive or other appropriate relief in any court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the property to its original natural state, and the then owner of the portion of the property where the violation occurred agrees to pay for court costs and reasonable attorney fees if the Planning Board successfully seeks judicial relief.

17. All written notices required by this Agreement shall be sent to the Planning Director, M-NCPPC, 8787 Georgia Avenue, Silver Spring, Maryland 20910.

TO HAVE AND TO HOLD unto the Planning Board, its successors and assigns forever, this Grant shall be binding upon the heirs, successors and assigns of the Grantor in perpetuity and shall constitute a covenant real running with the title of the Property.

November 1, 1994

Page 7 of 8

IN WITNESS THEREOF, the said MARGUERITE H. McCONIHE has hereunto set her seal and signature on the date first hereinbefore written.

Attest:

Laurel C. McCracken  
, Witness

Marguerite H. McConihe  
Marguerite H. McConihe

STATE OF MARYLAND :

COUNTY OF MONTGOMERY :, to wit:

I HEREBY CERTIFY that on this 3rd day of NOVEMBER, 1994, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared MARGUERITE H. McCONIHE, and acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Helen Michas  
Notary Public  
HELEN MICHAS  
[Print or Type Name]

My Commission expires: July 31, 1998

November 1, 1994

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**CLERKS INDEX SHEET**  
(For the purpose of proper indexing only)

1. TYPE OF INSTRUMENT: Easement
2. CONSIDERATION (APPLIES ONLY TO DEEDS): None
3. PARCEL I.D.:           10-001-857805  
                          10-001-857816
4. GRANTOR:               Marguerite H. McConihe  
                          c/o Joseph Alfandre Homebuilding, L.L.C.  
                          1355 Piccard Drive, Suite 380  
                          Rockville, Maryland 20850
5. GRANTEE:               MNCP&PC  
                          8787 Georgia Ave.  
                          Silver Spring, Maryland 20878

Clerk: After recording please see that the original of the foregoing instrument is mailed (additional \$0.50 cost)

To: Rodgers and Associates, Inc.,  
P.O. Box 1532  
Rockville, Maryland 20849  
Attn: Tim Quinn

1:\DESCR\PIV481GCONS.DOC

Administrative Citation
Forest Conservation
The Maryland-National Capital Park and Planning Commission

vs.

Name: Amy F. Barlow
Company/Position: property owner of 11111 Piney Meetinghouse Rd
Address: 11111 Piney Meetinghouse Road Potomac, MD 20854
Phone Number: 301-466-7070 Fax Number: Email: mombarlow@gmail.com

Location and Description of Violation: 11111 Piney Meetinghouse Rd Category I Conservation Easement

Pursuant of the M-NCPPC's authority under Chapter 22A of the Montgomery County Code, it is formally charged that the above named defendant on 04/29/2015 (date) at the stated site location did commit the following: cut and cleared living trees, cut and cleared saplings and non-woody vegetation, with tracked mechanized equipment graded soil and altered natural ground cover and drainage, dumped wood chips within a Category I Conservation Easement, all activities listed are violations of conservation easement agreement LF 13049.140

In violation of:
[ ] Montgomery County Code, Chapter 22A
[ ] Approval of Find Forest Plan No. Conservation Plan No. H9930430
[ ] Other: of conservation easement agreement LF 13049.140

Civil Fine and Compliance:
1. (a) [X] You shall pay a fine of \$ 1,000.00 by 05/27/15 (date) and complete the remedial action listed below
(b) [ ] You shall pay a daily fine of \$ if the original fine has not been paid, by (date). The daily fine shall accrue (until the original fine is paid.
2. [ ] You shall pay a daily fine of \$ until the remedial action listed below is completed. This fine shall be paid within 15 days of completion of all remedial action.

Checks should be made payable to M-NCPPC and shall be paid during normal business hours at the information Counter of M-NCPPC's Montgomery Regional Office located at 8787 Georgia Avenue, 2nd Floor, Silver Spring, MD 20910, 301-495-4610. Failure to comply with this citation may result in further enforcement proceedings and/or issuance of additional citations including additional fines. You may also request a hearing before the Planning Board or the Board's designee. If you elect to request a hearing, you must notify the M-NCPPC Office of the General Counsel, in writing, at 8787 Georgia Avenue, Suite 205, Silver Spring, MD 20910, within 15 days of the citation.

Remedial Action:
(1) Stop work order issued prohibiting land disturbing activities in easement
(2) Prior to May 27, 2015 submit to M-NCPPC for review and approval a scaled restoration plan for the conservation easement area on 11111 Piney Meetinghouse Road. Plan to show planting of (5) 2 inch caliper native trees including red oak and black gum, and (10) 1 inch caliper trees including American holly and (10) 5 gallon native shrubs. All plantings require deer protection enclosures. Boundary corners of easement to be permanently marked with the forest conservation inspector by 11/15/2015
(3) Implement approved restoration plan after a re-planting meeting with the forest conservation inspector by 11/15/2015

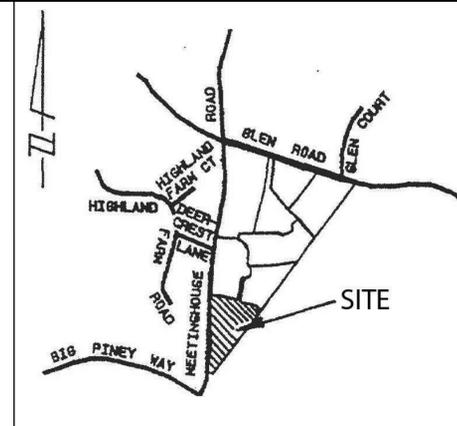
2. [X] You have violated Chapter 22A of the Montgomery County Code, and may be subject to an Administrative Civil Penalty and additional corrective measures.

Acknowledgment:
I sign my name as a receipt of a copy of this Citation and not as an admission of guilt. I will comply with the requirements set forth in this Citation. I have a right to request a hearing for the offense(s) charged. If I do not exercise my right to a hearing, I agree to entry by the court judgment on affidavit for the amount of the fine.

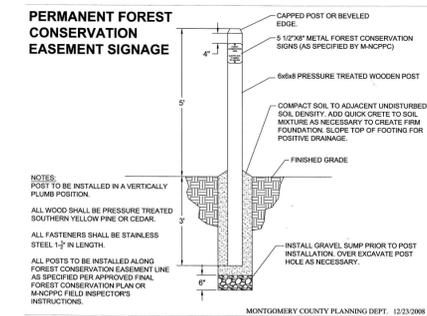
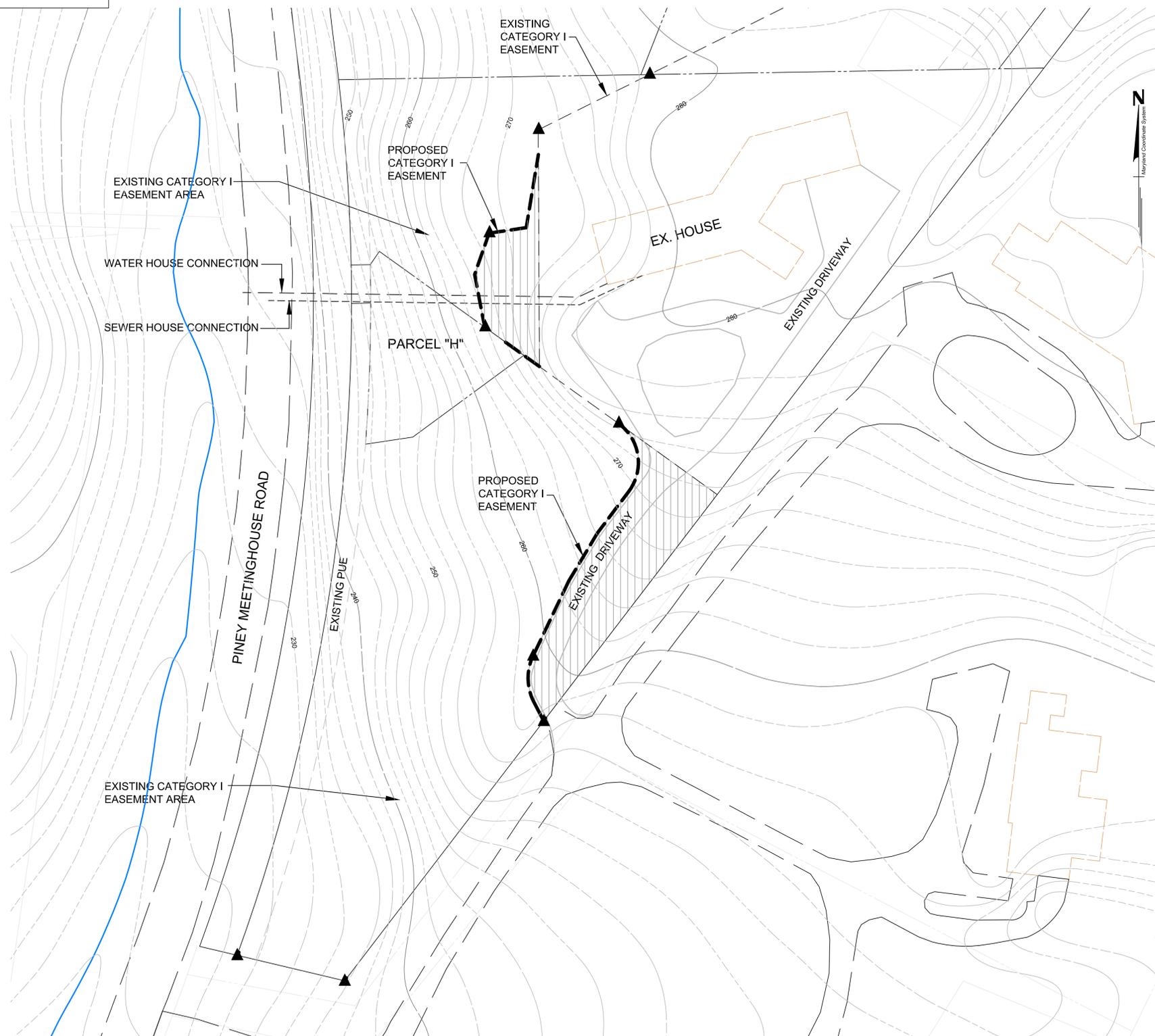
sent certified mail

Defendant's Signature Date

Affirmation:
I solemnly affirm under the penalties of perjury, and upon personal knowledge or based on the affidavit, that the contents of this citation are true to the best of my knowledge, information and belief and that I am competent to testify on these matters.
Inspector's Signature: Stephen Peck Date: 04/29/2015
Print Name: Stephen Peck Phone Number: 301-495-4564



VICINITY MAP  
NTS



**General Notes**

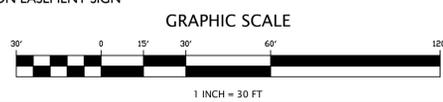
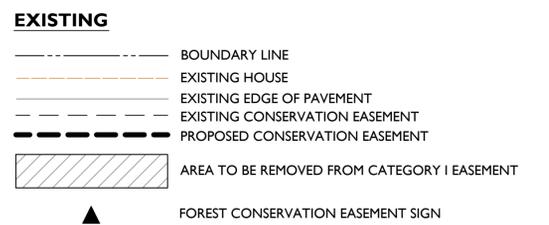
1. This plan is a limited amendment to Preliminary Plan 119930430, approved by the Planning Board (resolution mailed May 12, 1994). Lot 1, Block A, is the subject of this amendment.
2. The source of boundary information shown hereon is based on a boundary survey prepared by Rodgers Consulting, Inc. in August, 2015.
3. There are no Wetlands, Waters of the US, and/or 100-year floodplain within Lot 1, Block A.
4. No rare, threatened, or endangered species were observed on the property.
5. The area of the lot subject to this amendment is 87,120 sf or 2.00 acres.
6. This plan is for the purpose of revising Category I conservation easements on the property only.
7. Forest Conservation Law requirements were met through off-site banking.
8. This limited amendment to Preliminary Plan 119930430 is limited to the release of part of the Category I Conservation Easement as shown hereon. The information presented on this plan has been deemed by the Montgomery County Planning Department and Planning Board to be sufficient for the purpose of this plan and application.
9. This application is not binding on any property not mentioned in Note 1.
10. Topographic information and adjacent property lines are from Montgomery County GIS.
11. Surveyor's Certification is being provided for the Limited Preliminary Plan Amendment.
12. Landscape Architect Seal is provided for Forest Conservation plan Amendment.

**Surveyor's Certification**

I hereby certify to the best of my professional belief and knowledge that the outline of the property included in this application is taken from a boundary survey conducted by Rodgers Consulting, Inc., in August 2015. The boundary survey of the property was prepared under my direct responsible charge in accordance with COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.

Date: \_\_\_\_\_  
 Timothy Paul Quinn  
 Professional Land Surveyor  
 Maryland Registration Number 20002  
 License Expiration 9-20-2016

Category I Easement Summary	
Area of Category I Easement to be Removed	Off-Site Mitigation Credits Provided (2:1)
6,812 SF	13,624 SF



**OWNERS CERTIFICATE**

The Undersigned agrees to execute all the features of the Approved Final Forest Conservation Plan No. 11993043B, including forest planning, maintenance, and all other applicable agreements.

Owner's Name: Haven J. & Amy F. Barlow  
 Printed Name: \_\_\_\_\_  
 Contact Person or Owner: Haven J. & Amy F. Barlow  
 Printed Name: \_\_\_\_\_  
 Address: 11111 Piney Meetinghouse Road Potomac, MD 20854  
 Phone and Email: 301-466-7010  
 Signature: \_\_\_\_\_



N:\MD - Montgomery\Barlow Property\Autocad\Plot Plans\Preliminary Plan Amendment\Limited Prelim Plan Amendment.dwg 24x36 Nov 06, 2015, 3:16pm

REVISION	DATE	REVISION	DATE

Owner/Applicant:  
 Haven J & Amy F. Barlow  
 11111 Piney Meetinghouse Road  
 Potomac, Maryland 20854

**LIMITED PRELIMINARY PLAN &  
 FOREST CONSERVATION  
 PLAN AMENDMENT NO. 11993043B**

**RODGERS CONSULTING**  
 Knowledge • Creativity • Enduring Values

19847 Century Boulevard  
 Suite 200  
 Germantown, Maryland 20874  
 Ph: 301.948.4700 (Main)  
 Ph: 301.253.6609 (Frederick)  
 Fx: 301.948.6256  
 www.rodgers.com

	BY	DATE
BASE DATA		
DESIGNED		
DRAWN		
REVIEWED		
RODGERS CONTACT:		
RELEASE FOR		
BY: _____	DATE: _____	

**PINEY SPRING FARM**  
 LOT 1, BLOCK A  
 L.13907 F. 00606  
 ELECTION DISTRICT NO. 10  
 POTOMAC, MONTGOMERY COUNTY, MARYLAND

SCALE: 1" = 30'  
 JOB No. 0501D  
 DATE: AUG., 2015  
 SHEET No. 2 OF 2