SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT THE PLAN SHOWN HEREBY IS CORRECT, THAT IT IS PART OF THE LAND CONVEYED FROM JOHN E. QUINNLEY, TRUSTEE, TO MERTH L. MAINE (DECEDENT), ET AL. BY DEED DATED MAY 13, 1986, AND RECORDED IN BOOK 3554 AT FOLIO 100. AND ALSO BEING PART OF THAT LAND CONVEYED FROM THE NATIONAL PARK SEMINARY CO., LTD., TO MERTH L. MAINE ETUX, BY DEED DATED FEB. 17, 1957, AND RECORDED IN BOOK 235, AT FOLIO 573. ALL OF THE LAND, RECORDS OF MONONGA & MARYLAND, AND THAT IRON Wares MARKED thus ARE IN PLACE WHERE SHOWN.

DATE: Oct 16, 1980

By: [Signature]

STEPHEN B. ROCHETTE
REG. F.L.B. MD. No. 160

OWNER'S DEDICATION

WE, MARY H. MAINE, EDWARD F. MAINE, AND JOSEPHINE L. MAINE, HIS WIFE, AND KENT C. MAINE, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREBY, ADOPT THIS SUBDIVISION. ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, DEDICATE THE STREET TO PUBLIC USE, GRANT UTILITY, STORM DRAINAGE AND SLOPE EASEMENTS AS SHOWN. SLOPE EASEMENTS SHALL BE EXTINGUISHED AFTER ALL REQUIRED PUBLIC IMPROVEMENTS IS HAVING SAID EASEMENTS HAVE BEEN LAWFULLY COMPLETED AND HAVE BEEN ACCEPTED FOR MAINTENANCE BY MONONGA & MARYLAND OR ANY OTHER APPROPRIATE PUBLIC AGENCY. THERE ARE NO SUITS OF ACTION, LEASES, LIENS, OR TRUSTS ON THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION, EXCEPT A CERTAIN DEED OF TRUST AND THE PARTIES IN INTEREST THEREOF HAVE BELOW INDICATED THEIR ABSENT.

DATE: [Signatures: Mary H. Maine, Edward F. Maine, Josephine L. Maine, Kent C. Maine, Patricia L. Maine, and Margaret J. Maine]

FAIRHILL

LAYTONSVILLE ELECTION DISTRICT #1
MONONGA & MARYLAND

MADDIX & ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS
4701 SANGAMORE RD BETHESDA, MD
SCALE: 1" = 200' OCTOBER 1980

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MONONGA & MARYLAND

APPROVED 12 SEPTEMBER 1980

APPROVED 7 October 1980

M.N.C.P. & P.C. RECORD FILE No. 538-70

MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION
MONONGA & MARYLAND
APPROVED JANUARY 24, 1980

REPUBLICAN: A. EDWARD MAINE
CHAIRMAN: SECRETARY - TREASURER

MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF TRANSPORTATION
APPROVED 7 OCTOBER 1980

AUDREY N. KINLEY
DIRECTOR

APPROVED 7 OCTOBER 1980

JAMES G. SCHRODER
DIRECTOR

MONTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 13189, MSA_S1249_19396. Date available 1980/10/27. Printed 07/05/2016.

ATTACHMENT 1

NOTE: ALL HOUSES, WELLS AND SEPTIC SYSTEMS TO BE CONSTRUCTED PER APPROVED PRELIMINARY PLAN NO. 1-7000-X.
SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the land conveyed from

John E. Gilmore, trustee, to Michael L. MAIN, his wife, and Mary H. MAIN, and their surviving joint tenants, L. MAIN, his wife, and Kent C. MAIN, and Patricia L. MAIN, his wife, by deed dated May 19, 1969, and recorded in Liber 3052 folio 100 among the land records of Montgomery County, Maryland, and that iron pipes marked thus are in place where shown.

DATE: Aug. 29, 1980

THOMAS A. MADDOX
REG. L.S. NO. 60

OWNER'S DEDICATION

We, Mary H. MAIN, Edward F. MAIN, and Josephine L. MAIN, his wife, and Kent C. MAIN, owners of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum building restriction lines, dedicate the street, and grant the easements as shown. These easements shall be extinguished after all required public improvements have been completed and have been accepted for maintenance by Montgomery County, Maryland or any other appropriate public agency.

There are no suits of action, liaisons, liens or trusts on the property included in this plan of subdivision, except a certain deed of trust and the parties in interest thereof have been indicated and are absent.

FAIRHILL

LAVONVILLE ELECTION DISTRICT #1
MONTGOMERY COUNTY, MARYLAND

MADDOX & ASSOCIATES, INC.
ENGINEERS, PLANNERS & SURVEYORS
4101 SANGAMORE RD, BETHESDA, MD
SCALE: 1" = 100 FT
OCTOBER 1980
PLAT THREE

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MONTGOMERY COUNTY, MARYLAND
APPROVED: 7 October 1980

JAMES E. BAKER
DIRECTOR

FOR PRIVATE WATER DISTRIBUTION SYSTEMS
MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION
MONTGOMERY COUNTY PLANNING BOARD

APPROVED: January 24, 1980

Chairman
Secretary / Treasurer

M.N.C.P. & P.C. RECORD FILE No. 538-71
Attachment 2

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

Date of mailing: July 17, 1996

Action: Approved Staff Recommendation
(Motion of Comm. Aron, seconded by Comm. Holmes, with a vote of
3-0; Comm. Aron, Holmes, and Richardson voting in favor, with
Comms. Baptiste and Hussmann being absent).

MONTGOMERY COUNTY PLANNING BOARD

OPINION

Preliminary Plan 1-96071
NAME OF PLAN: FAIRHILL

On 02-09-96, BOZZUTO DEVELOPMENT CO., submitted an application for the
approval of a preliminary plan of subdivision of property in the RDT zone.
The application proposed to create 5 lots on 20.20 ACRES of land. The
application was designated Preliminary Plan 1-96071. On 07-11-96, Preliminary
Plan 1-96071 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 1-96071 to be in accordance with the purposes and
requirements of the Subdivision Regulations (Chapter 50, Montgomery County
Code, as amended) and approves Preliminary Plan 1-96071, subject to the
following conditions:

(1) Compliance with the conditions of approval for the preliminary
forest conservation plan. Applicant must meet all conditions
prior to recording of plat(s) or MCDEP issuance of sediment
and erosion control permit, as appropriate

(2) Applicant and/or developer to provide a copy of a disclosure
statement pertaining to the adjoining "outlots". Statement
shall outline the possibility of development on the property
in the future. A copy of disclosure statement to be provided
to all perspective home buyers prior to contract ratification

(3) Conditions of Health Department approval dated 7/1/96

(4) Necessary easements

(5) This preliminary plan will remain valid until August 17, 1999
(37 months from the date of mailing which is July 17, 1996).
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.
CONSERVATION EASEMENT AGREEMENT

Category I

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 unit development or special exception application approved under Montgomery County Code Chapter 59; mandatory referral reviewed pursuant to Article 28 of Maryland State Code Annotated; approved major utility construction (as defined by Washington Suburban Sanitary Commission's regulations).

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 approvals noted above or
(ii) Approved and signed Plan referencing this Easement Agreement

WITNESSETH

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

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 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. Disease 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 those weeds defined as "noxious" under Maryland 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, but the method of removal must be consistent with the limitations contained within this Agreement. Vegetation removal shall be limited to noxious 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 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 an approved forest management plan approved by DNR.
g. Location of any component of a septic system or wells.

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. 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.

9. Fences consistent with the purposes of the Easement may be erected only after written approval from the Planning Director.

10. Unpaved paths or trails consistent with the purposes of the Easement may be created only after written approval from the Planning Director.

11. 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 Easement.

12. 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. This 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.

page 4 of 5
13. 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.

14. 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.

15. 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 Grantor agrees to pay for court costs and reasonable attorney fees if the Planning Board successfully seeks judicial relief.

16. 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.
GRANTOR SIGNATURES

WITNESS:  

FAIRHILL PARTNERS LIMITED PARTNERSHIP

By: BA Fairhill Limited Partnership, General Partner

By: BA Fairhill Investment Company, General Partner

[Signature]

By: [Signature] (SEAL)

Name: [Name]

Title: [Title]

STATE OF MARYLAND
COUNTY OF [County]

) to wit:

I HEREBY CERTIFY that on the [Date], 1997, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared [Name], who acknowledged himself/herself to be the [Position] of BA Fairhill Investment Company, General Partner of BA Fairhill Limited Partnership, General Partner of Fairhill Partners Limited Partnership, a Maryland limited partnership, and that he, as the [Position] of BA Fairhill Investment Company, being authorized to do so, executed the foregoing instrument for the purposes contained in the document by signing as [Position] of BA Fairhill Investment Company.

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

[Notary Seal]

HENRY I. LOUIS
NOTARY PUBLIC
BALTIMORE COUNTY, MD

Printed Name of Notary Public

My Commission Expires: 10/1/22
Mehri F. Mayne, Personal Representative of the Estate of M. Helena Mayne

Edward F. Mayne, Sr., Personal Representative of the Estate of M. Helena Mayne

Edward F. Mayne, Sr.

Josephine L. Mayne

Kent C. Mayne
STATE OF MARYLAND  
COUNTY OF Baltimore City  

) to wit:

I HEREBY CERTIFY that on the 28th day of August, 1997, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Mehr F. Mayne, Personal Representative of the Estate of M. Helena Mayne, known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, and acknowledged that he executed the same in the capacity and for the purposes therein recited.

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

Notary Public

HENRY I. LOUIS  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD

Printed Name of Notary Public

My Commission Expires:

10/1/97

STATE OF MARYLAND  
COUNTY OF Baltimore City  

) to wit:

I HEREBY CERTIFY that on the 28th day of August, 1997, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Edward F. Mayne, Sr., Personal Representative of the Estate of M. Helena Mayne, known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, and acknowledged that he executed the same in the capacity and for the purposes therein recited.

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

Notary Public

HENRY I. LOUIS  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD

Printed Name of Notary Public

My Commission Expires:

10/1/97
STATE OF MARYLAND  )
COUNTY OF Baltimore City  ) to wit:

I HEREBY CERTIFY that on the 28th day of August, 1997, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Edward F. Mayne, Sr., known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, and acknowledged that he executed the same in the capacity and for the purposes therein recited.

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

Notary Public

HENRY I. LOUIS
NOTARY PUBLIC
BALTIMORE COUNTY, MD

Printed Name of Notary Public

My Commission Expires:

10/1/97

STATE OF MARYLAND  )
COUNTY OF Baltimore City  ) to wit:

I HEREBY CERTIFY that on the 28th day of August, 1997, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Josephine L. Mayne, known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, and acknowledged that she executed the same in the capacity and for the purposes therein recited.

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

Notary Public

HENRY I. LOUIS
NOTARY PUBLIC
BALTIMORE COUNTY, MD

Printed Name of Notary Public

My Commission Expires:

10/1/97
I HEREBY CERTIFY that on the 28th day of August, 1997, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kent C. Mayne, known to me (or satisfactorily proven) to be the person who executed the foregoing instrument, and acknowledged that he executed the same in the capacity and for the purposes therein recited.

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

HENRY I. LOUIS
NOTARY PUBLIC
BALTIMORE COUNTY, MD

My Commission Expires:

10/6/97
Attachment 4

SCHEDULE A

DESCRIPTION OF A CONSERVATION EASEMENT

PART OF FAIRHILL SUBDIVISION

PLAT BOOK 112, PLAT NO. S 13188-13190

Being twelve strips or parcels of land, located in Election District No. 1 of Montgomery County, Maryland, hereinafter described in, through, over and across part of the property conveyed by John E. Oxley, Trustee to Mehrl L. Mayne and Mary H. Mayne, his wife and Edward F. Mayne and Josephine L. Mayne, his wife, and Kent C. Mayne and Patricia L. Mayne, his wife, by deed dated May 13, 1966 and recorded among the Land Records of Montgomery County, Maryland in Liber 3512 at Folio 100 and part of the property conveyed by Patricia L. Mayne to Kent C. Mayne by deed dated October 20, 1980 and recorded among said Land Records in Liber 6808 at Folio 726; and also being part of the property conveyed by Mehrl F. Mayne, et al, to Fairhill Partners Limited Partnership by deed dated August 29, 1997 and recorded among said Land Records in Liber 15141 at Folio 671; and also being part of Lots 4, 25-27 and Outlots A-D, F, and G, all in Block A as delineated on a plat of subdivision entitled "Block A, Lots 1-5, 24-27 and Outlots A-G, P, Q, R, S, FAIRHILL" as recorded among said Land Records in Plat Book 112 as Plat No. 13188; and also being part of Lots 16-19, and 21, and Out-lots H, and L-N, all in Block A as delineated on a plat of subdivision entitled "Block A, Lots 16-23 and Outlots H, L-O, FAIRHILL" as recorded among said Land Records in Plat Book 112 as Plat No. 13189; and also being part of Lots 7-15 and Outlot I, all in Block A as delineated on a plat of subdivision entitled "Block A, Lots 6-15 and Outlots I, J, K, FAIRHILL" as recorded among said Land Records in Plat Book 112 as Plat No. 13190; and also being
part of Lot 38, Block A as delineated on a plat of subdivision entitled "Lot 38, Block A, FAIRHILL" as recorded among said Land Records in Plat Book 186 as Plat No. 20559 and being more particularly described by Macris, Hendricks and Glascock, P.A. in the Washington Suburban Sanitary Commission datum as follows:

**Part I:**

Beginning for said strip or parcel of land at a point on and 10.12 feet from the westerly corner of Outlot A, then binding with the northwesterly line of Outlots A-D, L, M and N, Block A the following two courses and distances

1. North 28°38'13" East, 1,345.41 feet to a point, then
2. North 18°22'42" East, 902.36 feet to a point, then binding with the westerly limits of Lots 21 and 18 and Outlot H, Block A the following two courses and distances

3. North 04°39'34" East, 98.20 feet to a point, then
4. North 07°18'29" West, 466.00 feet to a point, then binding with the northerly line of said Outlot H, Block A

5. South 87°39'22" East, 295.69 feet to a point, then leaving said northerly line of Outlot H, Block A, to cross and include part of said Outlot H, Block A

6. South 30°38'05" West, 240.75 feet to a point on and 181.05 feet from the end of the common line between Lots 18 and Outlot H, Block A, then binding with part of said common line
7. South 59°43'11" East, 266.19 feet to a point, then leaving said common line to cross and include part of Lot 18, Block A

8. South 46°49'26" West, 190.54 feet to a point on and 253.30 feet from the end of the common line between Lots 18 and 21, Block A, then to cross and include part of Lot 21, Block A

9. South 12°52'17" West, 213.72 feet to a point on and 217.52 feet from the end of the common line between Lot 21 and Outlot N, then binding with part of said common line

10. North 48°53'12" West, 163.18 feet to a point, then leaving said common line of Lot 21 and Outlot N to cross and include parts of Outlots L, M and N

11. South 18°03'48" West, 855.02 feet to a point on and 57.47 feet from the end of the common line between Outlot D and Outlot L, then binding with part of the common line of Outlot D and Outlot L

12. North 83°41'51" East, 142.81 feet to a point at the northerly common corner of Outlot D and Outlot P, then binding with the common line of Outlot D and Outlot P and part of the common line between Outlot D and Outlot E
13. South 13°14’21" West, 289.95 feet to a point, then leaving said common line of Outlot D and Outlot E to cross and include part of Outlot D

14. North 74°56’25" West, 40.14 feet to a point, then

15. South 21°20’55" West, 37.80 feet to a point, then

16. South 69°16’20" East, 45.84 feet to a point on said common line of Outlot D and Outlot E, Block A, then binding with part of the common line between Outlot D and Outlot E, Block A

17. South 13°14’21" West, 108.64 feet to a point, then

18. South 52°39’36" East, 50.00 feet to a point, then

19. South 55°09’52" East, 316.26 feet to a point, (a non-radial line) then leaving said common line to cross and include parts of Outlot C and D, Block A

20. 50.02 feet along the arc of a non-tangent curve to the left having a radius of 587.18 feet and a chord bearing and distance of South 34°50’12" West, 50.00 feet to a point and 10.00 feet from the beginning of the common line between Lot 25 and Outlot C, Block A, then binding with part of said common line (non-radial)

21. North 55°09’52" West, 112.17 feet to a point, then leaving said common line to cross and include part of said Lot 25
22. South 70°44'43" West, 140.97 feet to a point, then

23. South 38°24'38" West, 122.70 feet to a point on and 261.07 feet from the end of the common line of Lots 25 and 26, Block A, then to cross and include part of Lot 26

24. South 12°19'41" West, 197.90 feet to a point on and 244.30 feet from the beginning of the common line of Lots 26 and 27, Block A then binding with part of said common line

25. North 63°35'11" West, 42.17 feet to a point, then leaving said common line to cross and include part of Lot 27, Block A

26. South 13°22'04" West, 168.32 feet to a point, then

27. South 24°05'39" East, 101.50 feet to a point (a non-radial line), then

28. 23.95 feet along the arc of a tangent curve to the right having a radius of 250.00 feet and a chord bearing and distance of North 81°53'42" West, 23.95 feet to a point of tangency, then

29. North 79°09'00" West, 22.18 feet to a point, then continuing to cross said Lot 27, Block A and part of Outlot B, Block A

30. North 42°52'42" West, 194.81 feet to a point, then

31. South 51°18'25" West, 35.48 feet to a point, then

32. South 38°17'08" East, 119.12 feet to a point, then

33. North 88°21'24" West, 64.49 feet to a point, then
34. North 79°09'00" West, 35.38 feet to a point of curvature, then continuing to cross Outlot B, Block A and Outlot A, Block A

35. 165.09 feet along the arc of a tangent curve to the left, having a radius of 204.84 and a chord bearing and distance of South 77°45'41" West, 160.66 feet to a point, then with a non-radial line

36. North 15°40'45" West, 47.53 feet to a point, then

37. North 33°04'18" East, 64.83 feet to a point, then

38. North 62°09'52" West, 57.57 feet to a point, then

39. South 24°10'43" West, 79.33 feet to a point, then

40. South 03°30'48" East, 111.44 feet to a point (a non-radial line, then

41. 32.01 feet along the arc of a non-tangent curve to the left, having a radius of 204.84 feet and a chord bearing and distance of South 28°10'04" West, 31.98 feet to a point of reverse curvature

42. 65.04 feet along the arc of a non-tangent curve to the right, having a radius of 216.88 feet and a chord bearing and distance of South 32°16'55" West, 64.80 feet to a point, then with a non-radial line

43. North 86°37'40" West, 23.11 feet to a point, then

44. 165.54 feet along the arc of a non-tangent curve to the left, having a radius of 236.88 feet and
a chord bearing and distance of North 49°51'01" West, 162.19 feet to the point of beginning; containing an area of 676,073 square feet or 15.52050 acres.

Part 2:

Beginning for said strip or parcel of land at a point at the northerly corner of Outlot I, Block A, then binding with part of the northerly line of said Outlot I, Block A

1. South 65°36'45" East, 237.39 feet to a point, then leaving said northerly line to cross and include part of said Outlot I, Block A

2. South 86°44'53" West, 269.17 feet to a point on the common line between Outlot I and Lot 38, Block A, then crossing to include part of Lot 38, Block A

3. South 86°44'53" West, 499.18 feet to a point on the westerly limits of Lot 38, Block A, then binding with part of said westerly limits of Lot 38, Block A

4. North 01°10'23" West, 17.40 feet to a point, then leaving said westerly limits of said Lot 38, Block A, to continue to cross and include part of Lot 38, Block A

5. North 86°45'09" East, 507.85 feet to a point on said common line of Outlot I and Lot 38, Block A, then binding with part of said common line
6. North 24°52'11" East, 105.19 feet to the point of beginning; containing an area of 23,568 square feet or 0.54105 of an acre.

**Part 3:**

Beginning for said strip or parcel of land at a point on and 636.07 feet from the beginning of the southeasterly line of Lot 4, Block A, then to cross and include part of said Lot 4, Block A

1. North 38°08'22" West, 50.00 feet to a point, then
2. North 51°51'38" East, 57.63 feet to a point, then
3. South 87°44'16" East, 71.38 feet to a point, then
4. North 40°13'06" East, 58.83 feet to a point, then
5. North 26°08'25" West, 35.16 feet to a point, then
6. North 51°51'38" East, 214.18 feet to a point, then
7. North 05°08'31" West, 254.49 feet to a point on and 159.64 feet from the beginning of the common line between Lots 4 and 7, Block A, then binding with part of said common line

8. South 82°38'45" East, 119.40 feet to a point, then leaving said common line to cross and include part of said Lot 7, Block A

9. North 11°31'52" East, 186.22 feet to a point, then
10. South 69°42'35" West, 164.48 feet to a point, then
11. North 40°31'22" West, 77.50 feet to a point, then
12. North 37°12'44" East, 140.24 feet to a point, then
13. South 56°07'37" East, 152.12 feet to a point, then
14. North 48°55'57" East, 136.60 feet to a point on and 216.14 feet from the end of the common
line between Lots 7 and 10, Block A, then binding with part of said common line

15. South $36^\circ 14'09"$ East, 25.72 feet to a point, then leaving said common line to cross and include part of Lot 10, Block A

16. North $27^\circ 19'02"$ East, 209.70 feet to a point on and 182.43 feet from the beginning of the common line between Lots 10 and 11, Block A, then binding with part of said common line

17. South $36^\circ 14'09"$ East, 130.79 feet to a point, then leaving said common line to cross and include part of said Lot 11, Block A

18. North $36^\circ 30'18"$ East, 197.55 feet to a point on and 239.37 feet from the end of the common line between Lots 11 and 12, Block A, then binding with part of said common line

19. South $45^\circ 08'19"$ East, 20.13 feet to a point, then leaving said common line to cross and include part of said Lot 12, Block A

20. North $28^\circ 15'27"$ East, 227.96 feet to a point on and 381.99 feet from the end of the common line between Lots 12 and 13, Block A, then binding with part of said common line
21. North 57°03'10" West, 65.00 feet to a point, then leaving said common line to cross and include part of said Lot 13, Block A

22. North 58°17'10" East, 68.77 feet to a point, then

23. South 55°56'10" East, 105.83 feet to a point, then

24. North 43°42'51" East, 140.74 feet to a point on and 303.12 feet from the beginning of the common line between Lots 13 and 14, Block A, then binding with part of said common line

25. South 56°14'23" East, 10.21 feet to a point, then leaving said common line to cross and include part of said Lot 14, Block A

26. North 25°45'28" East, 282.27 feet to a point on and 72.12 feet from the end of the common line between Lot 14 and Outlot I, Block A, then binding with part of said line

27. South 87°21'28" East, 72.12 feet to a point at the end of said common line, then leaving said common line and binding with the easterly lines of Lots 13 and 14, Block A

28. South 14°47'03" West, 540.00 feet to a point, then binding with the southeasterly lines of Lots 12-10, 7 and part of 4, Block A

29. South 50°51'23" West, 989.95 feet to a point, then binding with part of the southeasterly line of Lot 4, Block A

30. South 51°51'38" West, 636.07 feet to the point of beginning; containing an area of 443,378 square feet or 10.17855 acres.
Part 4:

Beginning for said strip or parcel of land at a point on and 10.00 feet from the northerly end of the common line between Outlot F and Outlot G, Block A, then binding with part of said common line

1. South 09°37'26" East, 151.99 feet to a point, then leaving said common line to cross and include part of said Outlot F, Block A

2. North 84°29'56" East, 52.19 feet to a point, then

3. South 08°47'31" East, 191.33 feet to a point, then

4. South 83°54'31" East, 166.33 feet to a point, then

5. North 25°08'58" East, 218.11 feet to a point on and 100.25 feet from the end of the common line between Outlot F and Outlot G, Block A, then binding with part of said common line

6. South 68°55'04" East, 100.25 feet to a point, then binding with the limits of said Outlot F, Block A

7. South 25°08'58" West, 450.97 feet to a point, then

8. South 53°37'04" West, 205.47 feet to a point, then

9. North 07°25'04" West, 537.23 feet to a point, then leaving said limits of Outlot F, Block A and binding with the limits of Outlot G, Block A

10. North 85°30'15" West, 206.21 feet to a point, then

11. South 81°42'31" West, 78.11 feet to a point, then

12. North 00°52'04" East, 151.89 feet to a point, then leaving said limits of Outlot G, Block A
to cross and include part of said Outlot G, Block A

13. North 46°04'52" East, 68.83 feet to a point, then
14. South 79°09'00" East, 17.62 feet to a point, then
15. South 07°04'57" West, 21.89 feet to a point, then
16. South 79°20'23" East, 38.66 feet to a point, then
17. North 11°42'18" East, 21.71 feet to a point, then
18. South 79°09'00" East, 25.34 feet to a point of curvature, then
19. 117.92 feet along the arc of a tangent curve to the left, having a radius of 330.00 feet and a chord bearing and distance of South 89°23'13" East, 117.30 feet to the point of beginning; containing an area of 152,874 square feet or 3.50950 acres of land.

Part 5:

Beginning for said strip or parcel of land at a point at the common corner of Lots 5, 6 and 7, Block A, then binding with part of the common line between Lots 6 and 7, Block A

1. North 17°57'18" East, 46.96 feet to a point, then leaving said common line to cross and include part of Lot 7, Block A
2. North 43°24'12" East, 55.30 feet to a point, then
3. South 44°20'48" East, 183.66 feet to a point, then
4. South 43°43'11" West, 149.53 feet to a point at the common corner of Lots 4, 5 and 7, then binding with part of the common line between Lots 5 and 7, Block A
5. North 26°38'01" West, 172.90 feet to the point of beginning; containing an area of 21,625 square feet or 0.49644 of an acre.

**Part 6:**

Beginning for said strip or parcel of land at a point at the common corner of Lots 7, 8, 9 and 10, Block A, then binding with part of the common line between Lots 7 and 10, Block A

1. South 36°14'09" East, 12.61 feet to a point, then leaving said common line to cross and include part of Lot 7, Block A

2. South 33°36'04" West, 192.11 feet to a point, then

3. North 56°08'19" West, 117.89 feet to a point on and 107.14 feet from the beginning of the common line between Lots 7 and 8, Block A, then crossing to include part of Lot 8, Block A

4. North 29°06'31" East, 181.84 feet to a point on and 121.19 feet from the end of the common line between Lots 8 and 9, Block A, then crossing to include part of Lot 9, Block A

5. North 67°59'42" East, 124.72 feet to a point on and 101.38 feet from the end of the common line between Lots 9 and 10, Block A, then binding with part of said common line

6. South 04°08'49" West, 101.38 feet to the point of beginning; containing an area of 29,398 square feet or 0.67488 of an acre.
Part 7:

Beginning for said strip or parcel of land at a point, said point being South 04°08'49" West, 10.00 feet from the northerly end of the common line between Lots 9 and 10, Block A, then binding with part of said common line

1. South 04°08'49" West, 76.79 feet to a point (a non-radial line), then leaving said common line to cross and include part of Lot 9, Block A

2. North 79°06'41" West, 139.10 feet to a point, then

3. North 08°00'30" East, 75.05 feet to a point (a non-radial line), then

4. 134.12 feet along the arc of a non-tangent curve to the left, having a radius of 621.36 feet and a chord bearing and distance of South 79°40'04" East, 133.86 feet to the point of beginning; containing an area of 10,000 square feet or 0.22957 of an acre.

Part 8:

Beginning for said strip or parcel of land at the point at the common corner of Lots 18, 19, 20 and 21, Block A, then binding with the common lines between Lots 18 and 19, Block A

1. North 42°48'00" East, 198.47 feet to a point, then

2. South 86°22'23" East, 284.99 feet to a point (a non-radial line), then leaving said common line of Lots 18 and 19, Block A, to cross and include part of Lot 19, Block A
3. 37.87 feet along the arc of a non-tangent curve to the right, having radius of 845.00 feet and a chord bearing and distance of South 06°36'22" West, 37.87 feet to a point, then with a non-radial line

4. South 84°49'23" West, 74.11 feet to a point, then

5. North 23°42'20" West, 31.02 feet to a point, then

6. South 68°19'47" West, 197.93 feet to a point, then

7. South 33°13'55" West, 106.91 feet to a point on and 99.99 feet from the end of the common line between Lots 19 and 20, Block A, then binding with part of said common line

8. North 59°27'02" West, 99.99 feet to the point of beginning; containing an area of 29,317 square feet or 0.67304 of an acre.

Part 9:

Beginning for said strip or parcel of land at a point at the common corner of Lot 17 and Outlots H and O, Block A, then binding with the common line between Lot 17 and Outlot O, Block A

1. South 88°27'47" East, 365.28 feet to a point, then

2. South 11°51'57" East, 139.13 feet to a point (a non-radial line), then leaving said common line of Lot 17 and Outlot O, Block A to cross and include part of Lot 17, Block A

3. 77.33 feet along the arc of a non-tangent curve to the left, having a radius of 70.00 feet and
a chord bearing and distance of South 25°33'35" West, 73.46 feet to a point of reverse curvature, then

4. 33.72 feet along the arc of a non-tangent curve to the right, having a radius of 845.00 and a chord bearing and distance of South 04°56'46" East, 33.72 feet to a point, then

5. North 43°33'27" West, 139.35 feet to a point, then

6. North 50°49'20" East, 40.29 feet to a point, then

7. North 29°49'28" West, 92.71 feet to a point, then

8. South 56°09'54" West, 204.76 feet to a point on and 174.50 feet from the end of the common line between Lot 17 and Outlot H, Block A, then binding with part of said common line

9. North 28°46'12" West, 174.50 feet to the point of beginning; containing an area of 41,503 square feet or 0.95278 of an acre.

Part 10:

Beginning for said strip or parcel of land at a point at the common northerly corner of Lot 16 and Outlot O, Block A, then binding with part of the northerly line of Lot 16, Block A

1. North 87°00'11" East, 211.56 feet to a point, then leaving said northerly line to cross and include part of Lot 16, Block A

2. South 38°43'52" West, 196.42 feet to a point on and 90.53 feet from the end of the common
line between Lot 16 and Outlot O, Block A, then binding with part of said common line

3. North 74°46'58" West, 85.08 feet to a point, then
4. North 02°59'49" West, 120.00 feet to the point of beginning; containing an area of 20,355 square feet or 0.46729 of an acre.

Part 11:

Beginning for said strip or parcel of land at a point at the northerly corner of Lot 16, Block A, then binding with the northeasterly line of Lot 16, Block A

1. South 65°36'45" East, 326.92 feet to a point at the common northerly corner of Lot 16 and Outlot J, Block A, then binding with part of the common line between Lot 16 and Outlot J, Block A

2. South 23°14'20" West, 56.38 feet to a point, then leaving said common line to cross and include part of said Lot 16, Block A

3. North 65°59'50" West, 161.12 feet to a point, then
4. North 25°55'16" West, 38.73 feet to a point, then
5. North 68°10'58" West, 136.63 feet to a point, then
6. North 88°22'50" West, 108.57 feet to a point, then
7. North 28°44'26" East, 30.62 feet to a point on and 109.40 feet from the end of the northerly line of Lot 16, Block A, then binding with part of said northerly line
8. North 87°00′11″ East, 109.40 feet to the point of beginning; containing an area of 18,757 square feet or 0.43060 of an acre.

Part 12:

Beginning for said strip or parcel of land at a point on and 65.38 feet from the beginning of the northerly line between Lot 15 and Outlot J, Block A, then binding with part of said common line

1. South 72°41′25″ East, 290.60 feet to a point, then leaving said common line to cross and include part of said Lot 15, Block A

2. South 01°10′23″ East, 291.72 feet to a point, then

3. South 19°41′19″ East, 91.97 feet to a point (a non-radial line), then

4. 321.89 feet along the arc of a non-tangent curve to the right, having a radius of 541.36 feet and a chord bearing and distance of South 89°53′13″ West, 317.17 feet to a point, then with a non-radial line

5. North 03°45′23″ East, 206.08 feet to a point, then

6. North 80°26′43″ West, 197.52 feet to a point (a non-radial line), then

7. 42.38 feet along the arc of a non-tangent curve to the left, having a radius of 925.00 feet and a chord bearing and distance of North 05°29′05″ East, 42.38 feet to a point, then with a non-radial line

8. South 70°47′38″ East, 109.32 feet to a point, then

9. North 52°55′12″ East, 183.91 feet to a point, then
10. North 43°11'38" West, 131.91 feet to a point, then
11. North 56°07'26" East, 24.48 feet to the point of beginning; containing an area of 128,015 square feet or 2.93882 acres.

Certified correct to the best of our professional knowledge, information and belief. If the seal and signature are not visible or colored, the document is a copy and should be assumed to contain unauthorized alterations. The certification contained in this document shall not apply to any copy.

Macrea Hendricks & Glascok, P.A.
Jonathan Russell, Property Line Surveyor,
MD Registration No. 390
CONSERVATION EASEMENT
PART 1

OUTLOT N
FAIRHILL
P.B. 112
P. No. 13189

LOT 21
FAIRHILL
P.B. 112
P. No. 13189

SKETCH PLAT
PART 1, SHEET 3 OF 3
CONSERVATION EASEMENT
FAIRHILL SUBDIVISION
SCALE: 1" = 100'  MARCH, 1989
MONTGOMERY COUNTY, MARYLAND
MACRIS, HENDRICKS, and GLASCOCK, P.A.
ENGINEERS • SURVEYORS • PLANNERS
6220 WELTHAN ROAD, SUITE 120
GAINESVILLE, MD 20976-1256
(301) 670-5840
89-103

OUTLOT O
FAIRHILL
P.B. 112
P. No. 13189

OUTLOT H
FAIRHILL
P.B. 112
P. No. 13189
SKETCH PLAT

PART 12

CONSERVATION EASEMENT
FAIRHILL SUBDIVISION

SCALE: 1" = 100'  MARCH, 1986
MONTGOMERY COUNTY, MARYLAND

MACRIS, HENDRICKS, and GLASCOCK, P.A.
ENGINEERS • SURVEYORS • PLANNERS
6250 MARTIN LUTHER KING JR. BLVD, SUITE 120
GOTHAM CENTER, MD 20870-1209
(301) 670-9340
99-103
ATTACHED TO AND MADE A PART OF THE CERTAIN INSTRUMENT DATED THE
_______ DAY OF ________________, 1998

CLERK'S INDEX SHEET
(For the purpose of proper indexing only)

1. TYPE OF INSTRUMENT: CONSERVATION EASEMENT AGREEMENT

2. GRANTOR'S NAME: FAIRHILL PARTNERS LIMITED PARTNERSHIP,
   Mehrl F. Mayne, Edward F. Mayne, Josephine L. Mayne and Kent C. Mayne

3. GRANTEE'S NAME: Montgomery County Planning Board of the Maryland-
   National Capital Park and Planning Commission

5. PARCEL ID/TAX ACCOUNT NO(S): Outlot A/Blk A 1-15-2031888; Outlot B/Blk A

6. PROPERTY DESCRIPTION: FAIRHILL SUBDIVISION
   Plat Book 112, Plats 13188, 13189, 13190; Plat Book 186, Plat 20559

7. STREET ADDRESS OF THE LAND AND PREMISES DESCRIBED IN THIS
   INSTRUMENT: Ripplemead Drive and Ripplemead Court

Mr. Clerk: After recording please see that the original of the
forgoing instrument is:

  X  Mailed

  _____ Held at Clerk's Office

For: Macris, Hendricks & Glascock, P.A., Attention: Doug Riggs
9220 Wightman Road, Suite 120
Gaithersburg, MD 20879

DO NOT WRITE BELOW THIS LINE
TO BE COMPLETED BY CLERK OF THE COURT

VERIFIED BY:

(Clerk's Office)
SETTLEMENT AGREEMENT

This Agreement is made on March 5, 2016 between Marquis McClure ("McClure") and the Maryland-National Capital Park and Planning Commission, Montgomery County Planning Department ("Department") regarding all alleged violations on 21611 Ripplemead Drive, Laytonsville, MD 20882 ("Property") as noted in the Notice of Hearing dated December 16, 2015 to McClure. This Agreement is strictly between McClure and the Department. The Parties understand the Department cannot bind the Montgomery County Planning Board (Planning Board) in regulatory actions. However, this Agreement will be presented to the Planning Board for its acceptance of the general concept on March 17, 2016. The Department will notify McClure through counsel of the Planning Board’s decision. Upon signature of this Agreement, Department will stay the Enforcement Hearing scheduled for March 16, 2016 and dismiss the hearing upon Planning Board approval of the Forest Conservation Plan Amendment discussed below, subject to the following terms:

1. McClure must pay an Administrative Civil Penalty of $22,823.10, equivalent to $0.30 a square foot for 76,077 square feet of impacted easement. Payment to the Department will be by check made payable to “M-NCPDC” delivered to the Department on or before June 17, 2016. This payment will be held in escrow by the Department until the Planning Board grants approval of McClure’s Forest Conservation Plan Amendment ("Amendment"). After such approval, the Department will move the funds into the Department’s penalty fund. In the event the Planning Board rejects the general concept of this settlement, the Department will return the escrowed funds to McClure within five (5) business days of the rejection. If the Planning Board fails to approve the Amendment by July 28, 2016, the escrowed funds will be returned to McClure on or before August 5, 2016. Once the Planning Board approves the Amendment, the escrowed funds will be the property of the Department and will not be returned to McClure.

2. McClure must file an Amendment to remove impacted easement areas that conforms to the material terms of this settlement within 60 days of March 17, 2016. The easement removal must be mitigated at a ratio of 2:1.

3. The Amendment must receive Planning Board approval no later than July 28, 2016.

4. Department agrees to recommend approval of the Amendment to the Planning Board.
5. McClure must submit an executed Certificate of Compliance to Department for a forest mitigation bank in the amount of credits needed within 30 days of the Planning Board’s resolution for the Amendment.

6. McClure must record in the land records a new standard Category I deed of easement that has been approved by Department to show the remaining easement areas on the Property within 30 days of the Planning Board’s resolution for the Amendment.

7. McClure must record in the land records an easement abandonment that has been approved by Department within 45 days of the Planning Board’s resolution for the Amendment. The deed of abandonment must be recorded after the new deed of easement mentioned in item 6.

8. McClure must sign and post the remaining easement area on the Property within 45 days of the Planning Board’s resolution for the Amendment.

9. If any currently impacted easement area is to remain in easement on the Property, the impacted area must be planted with trees specified by the Department at the rate required in the Forest Conservation Regulations Section 22A00.01.08E3. The amount of trees required is 200 trees per acre for ¾ to 1 inch caliper native trees or 100 trees per acre of 1.5 to 2 inch caliper native trees.

10. McClure must submit a two-year maintenance and management agreement secured by his personal guaranty and an indemnity deed of trust on the Property securing performance of the two-year maintenance and management agreement in the amount of $1.15 per square foot, with the final amount being determined as part of the Amendment, for any easement planting on the Property in accordance with the conditions of the Amendment.

Department agrees that completion of the above terms on time will remedy and settle all alleged violations as indicated in the Notice of Hearing dated December 16, 2015 to McClure. Any failure on the part of McClure to complete the above terms on time will result in a breach of this agreement and is enforceable in the Montgomery County Circuit Court where Department may seek specific performance of this Agreement in addition to any other remedies provided by law. Agreed to by:

[Signature]
Marquis McClure
date

[Signature]
Mark Pfeiffer
date
Chief DARC
Maryland-National Capital Park and Planning Commission
STATE OF MARYLAND
COUNTY OF Montgomery

I HEREBY CERTIFY that on this 15th day of March 2016 before me, a Notary Public in and for the State and County aforesaid, personally appeared Mark McClure known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and acknowledged that said individual executed the same for the purposes therein contained.

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

[NOTARIAL SEAL]

Expires: 11/8/16

Commission

[REDENTIALS]

expires NOVEMBER 22, 2018

Commission

expires NOVEMBER 22, 2018

Commission

[NOTARIAL SEAL]
Attachment 7

June 27th, 2016
Attention Mr. Mark Pfefferle
Development Review Division
Maryland-National Capital Park and Planning Commission
8787 Georgia Avenue
Silver Spring, Maryland 20910

Regarding the Notice of Application for Forest Conservation Amendment 11996071A

Dear Park and Planning,

I am writing to you today because we see a sign posted next to our mailbox that there is a request in place to remove the forest conservation easement abutting the rear of our property directly behind our home.

The adjacent existing category 1 forest conservation easement is the primary reason we purchased our property and placed our home on the lot the way we did. Ten years ago our property value was professionally assessed as depreciating by over $20,000 if this natural privacy or the expectation of that privacy were to be lost. It will decline even more now if there is no vegetation obscuring the trailers, vehicles, and future structures planned to be built on that lot. Since his lot is an out-lot already over 100 feet from the street, there may be fewer zoning restrictions to force a setback from our shared property line if that easement is removed.

Selling our home in the future will become difficult. Homes in this neighborhood are already having trouble selling; some have been on the market for years unsold, and unsold homes lower everyone’s taxable property value.

In the interest of finding a simple solution that benefits everyone in a constructive way, we are notifying you that we will not protest movement of the existing adjacent easement provided the county preserves enforcement of an easement on the property meeting the following criteria:

1. Easement is at least 30 feet deep as measured from the shared property line;
2. Large existing trees are left undisturbed;
3. New evergreen trees at least 7 feet tall at time of planting are added to fill in any bare areas;
4. The property owner will ensure the privacy screening is kept healthy, remediating as necessary to preserve the screening;
5. This easement with above criteria conveys to any future owners along with the property.

If an equitable arrangement that preserves the value and privacy of our adjacent property cannot be arranged, then we request that the county preserve and actively enforce the existing forest conservation easement.

Thank you for your service to the county and the preservation of its green spaces.

Sincerely,

Frank Font
301-325-0555 / 21601 Ripplemead Drive / Laytonsville, MD 20882