



MONTGOMERY COUNTY DEPARTMENT OF PARK & PLANNING

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

8787 Georgia Avenue  
Silver Spring, Maryland 20910-3760

**MEMORANDUM**

**DATE:** September 7, 2001  
**TO:** Montgomery County Planning Board  
**VIA:** Joe R. Davis, Chief  
**FROM:** Development Review Division  
Wynn E. Withans, RLA, AICP *wa*

*JRD*



Planning Department Staff  
(301) 495-4584

**REVIEW TYPE:** Draft Site Plan Review  
Signature Set Guidelines

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**STAFF RECOMMENDATION:** Approval of guidelines for staff use and to guide applicant submittals.

These guidelines were prepared to clarify the post site plan approval process required in order to finalize the Planning Board's site plan approval. Staff wanted to clarify the process and document/drawing requirements for easier applicant submission. The routing sheet at the end will attempt to clarify the internal process of review for staff and the applicant.

The Signature Set Guidelines have been submitted to the engineers, architects, attorneys and the Maryland National Capital – Building Industry Association (MNC-BIA) for review. A copy of the MNC-BIA's comments follows the staff submittal. Staff has been reviewed some of their comments with them and this draft reflects those discussions. The nature of their concerns are the time frame in which staff can review the signature sets (always vying for staff time against deadline driven Planning Board Agenda items) and clarifying which staff person is responsible for which document. There will be further comment by them at the hearing.

DRAFT 7/2001 – Revised 9/7/01  
**Site Plan Signature Set Preparation Guidelines**  
Development Review Division  
M-NCPPC Montgomery Regional Office

***Congratulations!*** You have just received the Planning Board's approval of your site plan! **You must have a signed Signature Set of your site plan prior to recording plats.** The Development Review staff strongly urges each applicant to begin this process within one month of site plan approval. Follow these steps to ensure that you receive your signature set with a minimum of delay.

**1. PREPARATION OF OPINION**

Site plan review staff should complete the Opinion within two weeks of the Planning Board hearing. The Opinion is the official record the Planning Board's approval. If the Opinion is prepared by the Legal Department, the time frame may be different.

Confirm the conditions of approval with the staff member who handled your case. If the conditions of approval were modified in the course of the Planning Board hearing, ask for a draft of the Opinion prior to staff's finalizing it. This will resolve any questions or differences in interpretations prior to mailing out the opinion in final form.

Check the Opinion closely to make sure you are well acquainted with the conditions of the approval. Typically, they are a list of changes you need to make to the plans or other documents prior to the acceptance of the signature set.

Mailing the Opinion out initiates a 30-day appeal period and a ten-day Planning Board reconsideration period. These appeal or reconsideration periods do not prevent the applicant's ability to receive an approved site plan signature set.

**2. PREPARATION OF SITE PLAN SIGNATURE SET SUBMITTAL FOR APPROVAL**

The Signature Set must reflect the Planning Board's conditions of approval of the Site Plan; Landscape and Lighting Plans; Site Plan Enforcement Agreement; Development Program; Forest Conservation Plan and any other required documents. The applicant is responsible for initiating the Signature Set review process.

Use the final Planning Board Opinion as a checklist to make any changes on the drawings or documents that will constitute your final Signature Set package. Prior to making revisions, meet with or call staff to go over the conditions of approval and to clarify what is required.

Site Plan review staff will coordinate the review of the plans internally by different divisions.

**A. Preparation of Plans**

The Signature Set Package requires the following plans:

- Site plan
- Landscape and Lighting Plan
- Final Forest Conservation Plan
- Any other supporting plans as may be required.

Send in 2 draft copies of the signature set to the Site Plan Reviewer prior to sending in the final submittal. **These draft copies shall include an itemized list or highlighted plan that shows any changes made since the Planning Board hearing.** If staff returns a redlined drawing to specify further changes, **return the marked up copy to staff with the next set of corrected drawings.**

Once the plans include any required changes, **submit three prints of each plan to the site plan reviewer are required for the final Site Plan Signature Set.** Once the plans are signed by the Planning Board's designee, one set will be kept in the M-NCPPC files, one set will be used by the site plan inspectors and one set will be returned to the applicant.

Every plan must include the following:

1. "Developer's Certificate," as shown below:

<b><u>DEVELOPER'S CERTIFICATE</u></b>
<b>The undersigned agrees to execute all the features and requirements of this site plan in accordance with the agreement between the Montgomery County Planning Board and the undersigned</b>
Dated: _____
By: _____
_____
_____
<b>Developer's name/Company name /Partnership Name/ Name of Contract Purchaser)</b>
_____
<b>Printed Name</b>

2. The Final Opinion for the Site Plan must be placed on the cover sheet (or equivalent) of the signature set package. The Final Opinion shall be sticky-backed to the original so it is visible for each print made.
3. Approval Block - list all prior approvals on Cover sheet for the plans. See Attachment.
4. List the WSSC coordinates for the site on the cover sheet.

## **B. Preparations of other Documents**

The signature set documents should also include the Site Plan Enforcement Agreement, Development Program and Homeowners Association Documents (for residential projects) documents. Certain approvals may require other traffic mitigation agreements, environmental agreements following this same process.

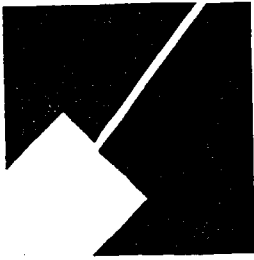
1. **For Site Plan Enforcement Agreement and the Development Program**, use the format developed by the M-NCPPC Legal staff within Appendix A. Submit these signed documents to the Site Plan Reviewer in Development Review ~~Planning Technician~~ at the same time as the drawings for the signature set. They will be reviewed by the Planning Technician and returned with preliminary comments to the applicant if necessary.
2. **Homeowners Association documents** are described within Appendix B. The Applicant shall submit the HOA documents directly to Legal staff with a cover letter identifying the site plan name and number and a list of the pages where the “required language” is. Once the Legal Department approves the documents, they will be returned to Development Review and kept in the file.
3. **Other Agreements** – Transportation or maintenance or other agreements required for the site plan approval may have standard formats. Forest Conservation Maintenance and Management Agreement, and Conservation Agreements. Ask staff for assistance for prototypes or develop a document at staff’s direction. The Legal Department shall review all of these and provide comments directly to the Applicant or to the Site Plan Reviewer.

### **3. Transmittal of the Plans and Documents to the M-NCPPC Legal Department for Review**

The Development Review Planning Technician will package the site plans and the other documents, enter them into the M-NCPPC system for tracking and forward them to the Legal Department. After the Legal Department reviews the plans and drawings they are combined with the HOA documents and returned to the Development Review Division for stamping and signatures. Once they are signed, the Planning Technician will enter the information into the tracking system and notify the applicant of their approved status and availability for pick up.

For the status of these post-site plan approval documents, contact the Planning Technician at (301) 495-4579 or the Site Plan Reviewer.

M-NCPPC



MONTGOMERY COUNTY DEPARTMENT OF PARK & PLANNING

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

8787 Georgia Avenue  
Silver Spring, Maryland 20910-3760

August 7, 2001

William Kominers, Esq.

~~Wilkes, Artis, Hedrick & Lane~~ HOLLAND & KNIGHT LLP

3 Bethesda Metro Center #800

Bethesda, MD 20814

Re: Draft Signature Set Guidelines

Dear Mr. Kominers:

Enclosed, is the final draft of proposed guidelines for processing signature set drawings for approved site plans. These guidelines have been developed by staff to help applicants to understand what materials have to be submitted in order to have a complete signature set of an approved site plan. Adherence to these guidelines should help to streamline the staff's review, resulting in faster and more efficient processing of the signature set package.

Under our current schedule, staff will present the proposed guidelines to the Montgomery County Planning Board on Thursday, September 13, 2001 for the Board's approval. These guidelines generally reflect the current process for the review and approval of the signature set package. Representatives of the Maryland National Capital Building Industry Association (MNCBIA) reviewed an earlier draft. Many of their comments and suggestions have been included in the current draft.

If you have any questions concerning the proposed guidelines, please contact Ms. Wynn Witthans of the Development Review Division at (301) 495-4591. We believe that enactment of these guidelines will provide significant improvement to the signature set review process.

Sincerely,

Joseph R. Davis  
Chief

Development Review Division

Enclosure

Law Offices

# HOLLAND & KNIGHT LLP

3 Bethesda Metro Center  
Suite 800  
Bethesda, Maryland 20814-6301

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August 27, 2001

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\*Representative Office

**WILLIAM KOMINERS**

301-215-6610

Internet Address:

wkominer@hklaw.com

## VIA SCHEDULED EXPRESS

Ms. Wynn Witthans  
Development Review Division  
Maryland-National Capital  
Parks and Planning Commission  
8787 Georgia Avenue  
Silver Spring, MD 20910

Re: Signature Set Guidelines

Dear Ms. Witthans:

Enclosed please find a copy of the draft Signature Set Guidelines which I have marked with my comments. After you have had a chance to review my suggestions, please give me a call so that we can discuss them in greater detail.

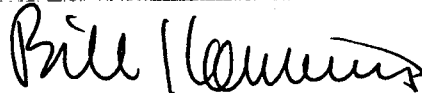
Thank you for sharing this material with me. As I mentioned to you previously, I will share this draft with the Development Review Process Subcommittee of the Maryland-National Capital Building Industry Association at our meeting of September 5, 2001. We may have additional comments on the draft following that meeting.

Ms. Wynn Witthans  
August 27, 2001  
Page 2

Thank you for your assistance in this matter.

Very truly yours,

HOLLAND & KNIGHT LLP

A handwritten signature in cursive script, appearing to read "Bill Kominers".

William Kominers

Enclosure

WK/mra

cc: Mr. Joseph R. Davis  
Ms. Nicole McLean

BSA1 #15855 v1

8/23/01  
WK

# DRAFT 7/2001

## Site Plan Signature Set Preparation Guidelines

Development Review Division  
M-NCPPC Montgomery Regional Office

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Confirm the conditions of approval with the staff member who handled your case. If the conditions of approval were modified in the course of the Planning Board hearing, ask for a draft of the Opinion prior to staff's finalizing it. This will resolve any questions or differences in interpretations prior to mailing out the opinion in final form.

STAFF SHOULD SEND OUT DRAFT AS A MATTER OF COURSE.

Check the Opinion closely to make sure you are well acquainted with the conditions of the approval. Typically, they are a list of changes you need to make to the plans or other documents prior to the acceptance of the signature set.

Mailing the Opinion out initiates a 30-day appeal period and a ten-day Planning Board reconsideration period. These appeal or reconsideration periods do not prevent the applicant's ability to receive an approved site plan signature set.

### 2. Preparation of Site Plan Signature Set Submittal for Approval

The Signature Set must reflect the Planning Board's conditions of approval <sup>(OP)</sup> the Site Plan; Landscape and Lighting Plans; Site Plan Enforcement Agreement; Development Program; Forest Conservation Plan and any other required documents. The applicant is responsible for initiating the Signature Set review process.

Use the final Planning Board Opinion as a checklist to make any changes on the drawings or documents that will constitute your final Signature Set package. Prior to making revisions, meet with or call staff to go over the conditions of approval and to clarify what is required.

STAFF AVAILABLE TO ISSUE

Site Plan review staff will coordinate the review of the plans internally by different divisions.



**A. Preparation of Plans**

Plans Required – 3 copies each:

- Site plan
- Landscape and Lighting Plan
- Final Forest Conservation Plan
- Any other supporting drawings as may be required.

PHASING PLAN?

Send in 2 draft copies of the signature set to the reviewer prior to sending in the final submittal. SITE PLAN These draft copies shall include an itemized list or highlighted plan that shows any changes made since the Planning Board hearing. If staff returns a redlined drawing to specify further changes, return the marked up copy to staff with the next set of corrected drawings. *site plan review*

Once the plans include any required changes, three prints of each plan ~~are required~~ *submit* for the final Site Plan Signature Set. *to the SP reviewer* Once the plans are signed by the Planning Board's designee, one set will be kept in the M-NCPPC files, one set will be used by the site plan inspectors and one set will be returned to the applicant. *SHOULD INDICATE THAT THESE ARE SUBMITTED TO SITE PLAN REVIEWER*

Every plan must include the following:

1. "Developer's Certificate," as shown below:

<b><u>DEVELOPER'S CERTIFICATE</u></b>
The undersigned agrees to execute all the features and requirements of this site plan in accordance with the agreement between the Montgomery County Planning Board and the undersigned
Dated: _____
By: _____
_____ Developer's name/Company name /Partnership Name/ Name of Contract Purchaser)
_____ Printed Name

2. The Final Opinion for the Site Plan must be placed on the cover sheet (or equivalent) of the signature set package. The Final Opinion shall be sticky-backed to the original so it is visible for each print made.
3. Approval Block - list all prior approvals on Cover sheet for the plans. See attachment.
4. List the WSSC coordinates for the site on the cover sheet.

## B. Preparations of other Documents

The signature set documents should also include the Site Plan Enforcement Agreement, Development Program and Home Owners Association Documents (for residential projects) documents. Certain approvals may require other traffic mitigation agreements, or environmental agreements following this same process.

1. Site Plan Enforcement Agreement and the Development Program, use the format developed by the M-NCPPC Legal staff within Appendix A. Submit these signed documents to the Development Review ~~Planning Technician~~ at the same time as the drawings for the signature set. They will be reviewed and returned with preliminary comments to the applicant if necessary.

THIS SHOULD GO IN TOGETHER WITH STAFF REVIEWER DISTRIBUTION

2. Home Owner's Association documents are described within Appendix B. The Applicant shall submit the HOA documents directly to Legal staff with a cover letter identifying the site plan name and number and a list of the pages where the "required language" is. Once the Legal Department approves the documents, they will be returned to Development Review and kept in the file.

by the Planning Tech also

(SINCE INITIAL DRAFT DOES ISSUES GO TO REVIEWERS)

3. Other Agreements - Transportation or maintenance or other agreements required for the site plan approval may have standard formats. Forest Conservation Maintenance and Management Agreement, and Conservation Agreements. Ask staff for assistance for prototypes or develop a document at staff's direction. The Legal Department shall review all of these.

ENFORCEMENT

PER A SENTENCE

### 3. Transmittal of the Plans and Documents to the M-NCPPC Legal Department for Review

(PLANNING)

The Development Review Technician will package the site plans and the other documents, enter them into our system for tracking and forward them to the Legal Department. After they review the plans and drawings they are combined with the HOA documents and returned to the Development Review Division for stamping and signatures. Once they are signed, the Planning Technician will enter the information into the tracking system and notify the applicant of their approved status and availability for pick up.

THE LEGAL DEPARTMENT

TIMING SHOULD HAVE A TIME LIMIT WITHIN WHICH REVIEW MUST BE COMPLETED.

For the status of these post-site plan approval documents, contact the Planning Technician at (301) 495-4579 or the site plan reviewer.

- ① DOES NOT INDICATE REVIEW OF PLANS BY SITEPLAN REVIEWER OR OTHER DIVISIONS
- ② DOES NOT INCLUDE TIME LIMIT ON REVIEW (BEFORE TRANSMIT TO LEGAL DEPT) FOLLOWING SUBMISSION BY APPLICANT.
- ③ NEEDS A PARAGRAPH FOR "SUBMITTAL" OF SIGNATURE SET BY APPLICANT: NOTATION OF A START DATE.

SITE PLAN ENFORCEMENT AGREEMENT

This Agreement by and between \_\_\_\_\_ ("Applicant"), and the Montgomery County Planning Board of The Maryland-National Capital Park and Planning Commission ("Planning Board"), is effective the date signed by the Planning Board.

WHEREAS, § 59-D-3.3 of the Montgomery County Code ("Code") requires the Applicant, as part of the site plan review process, to enter into a formal agreement with the Planning Board; and

WHEREAS, the Code requires the Applicant to agree to execute all features of the approved site plan noted in § 59-D-3.23 in accordance with the development program required by § 59-D-3.23(m).

NOW THEREFORE, in consideration of the mutual promises and stipulations set forth herein and pursuant to the requirements of § 59-D-3.3 of the Code, the parties hereto agree as follows:

1. The Applicant agrees to comply with all of the conditions set forth in the Planning Board's Opinion and to execute all of the features of approved Site Plan No. 8-\_\_\_\_ ("Site Plan"), including all features noted in § 59-D-3.23, in accordance with the approved Development Program required by § 59-D-3.23(m), attached and incorporated herein by reference.

2. This Agreement is binding on the Applicant, its successors and assigns, and on the land and improvements in perpetuity or until released in writing by the Planning Board.

IN WITNESS WHEREOF, the parties hereto have set our hands and seals as of the date and year set forth below.

\_\_\_\_\_  
Montgomery County Planning Board  
of The Maryland-National Capital Park  
and Planning Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

**EXHIBIT A**

**COMMERCIAL/INDUSTRIAL  
DEVELOPMENT PROGRAM**

Site Plan No. \_\_\_\_\_  
Site Plan Name \_\_\_\_\_

Applicant agrees to complete the following site plan features within the time frames stipulated below.

- A. The project will be completed in \_\_\_\_\_ phase(s) as detailed on Exhibit A-1, attached and incorporated herein by reference.
- B. Applicant will complete the following site plan elements prior to occupancy of the building(s) constructed in that constructed phase or section.
1. Paving of roads (excluding final topping)
  2. Parking areas
  3. Sidewalks (on-site)
  4. Lighting (street and parking lot)
  5. Grading
  6. Landscaping
  7. Fences or noise berms
  8. Recreational amenities (as required)
- C. Other stipulations as required by the PLANNING BOARD, and as enumerated in Exhibit A-2, attached and incorporated herein by reference. If no other stipulations are required, Exhibit A-2 to be attached stating "None."
- D. Site Inspections:
1. Applicant shall conduct a preconstruction meeting with M-NCPPC staff and MCDPS Sediment Control staff prior to clearing and grading.
  2. Prior to occupancy of the building(s), the Applicant shall schedule with M-NCPPC staff an inspection to ensure compliance with this Development Program and Site Plan Enforcement Agreement.
  3. Applicant shall send written notice to M-NCPPC's Inspection Unit to initiate scheduling of preconstruction meetings and site inspections.

**EXHIBIT A**

**RESIDENTIAL  
DEVELOPMENT PROGRAM**

Site Plan No. \_\_\_\_\_

Site Plan Name \_\_\_\_\_

Note: The approved Development Program must include the following language, verbatim:

THE PROJECT WILL BE DEVELOPED IN \_\_\_\_ PHASES AS SET FORTH IN THIS  
DEVELOPMENT PHASING PLAN.

Phase	Units/Lots in Phase	Common Areas in Phase	Local Recreational Facility in Phase	Community-Wide Recreational Facility	Plat Recordation Due Date for Phase	Begin Construction of Units	Turn Over All Common Area/Community Wide Facilities to HOA
I							
II							
III							

1. a. Applicant will complete the following site plan elements prior to occupancy of units constructed in that phase or section.
  1. Paving of roads (excluding final topping)
  2. Parking areas
  3. Sidewalks (on-site)
  4. Lighting (street and parking lot)
  5. Grading
  6. Landscaping (adjacent to building(s))
  7. Foundation landscaping (single-family dwellings)
  8. Pathways (only when located between two residential units)
  9. Fences or noise berms
  
- b. Applicant will complete the following site plan elements prior to 70% occupancy of approved units in that constructed phase or section.
  1. Sidewalks (off-site)
  2. Pedestrian pathways and bikeways
  3. Parking lot and perimeter landscaping
  4. Recreation facilities

- 5 Landscaping
- 6 Final topping of roads and parking lots in areas with completed residential units.

- c. Street tree planing must progress as street construction is completed, but no later than (6) months after completion of the units adjacent to those streets.
- d. Other stipulations as required by the PLANNING BOARD and detailed in Exhibit A-1, attached and incorporated herein. If no other stipulations are required, Exhibit A-1 to be attached stating "None."
- e. Applicant shall send written notice to M-NCPPC's Inspection Unit to initiate scheduling of site inspections at the following milestones:
  - 1. Applicant shall conduct a preconstruction meeting with M-NCPPC staff and MCDPS sediment control staff prior to clearing and grading.
  - 2. At 70% occupancy.
  - 3. At 100% completion.

2. (a) Local Recreational Facilities

The Local Recreational Facilities, including all required improvements and associated Common Area for each Phase, shall be completed and conveyed to the Association by the earlier of:

- (i) the date that applicants have closed on title to seventy percent (70%) of the lots or units planned within such Phase; or
- (ii) \_\_\_\_\_ months from the date of receipt of the initial building permit for a lot or unit in that Phase.

(b) Community-Wide Recreational Facilities

- (i) All Community-Wide Recreational Facilities and related Common Areas must be completed and conveyed to the Association as established in the above Phasing Plan. If Phases are delayed, all uncompleted Community-Wide Facilities must be completed and turned over no later than the earlier of the receipt of a building permit for the \_\_\_\_\_ lot/unit or by \_\_\_\_\_ ( years from the date of the preliminary plan approval)("Community-Wide Facilities Completion Date"). All unconveyed Common Areas (whether or not associated with local or Community-Wide Recreational Facilities) also must be transferred to the Association by the Community-Wide Facilities Completion Date.

2. General Provisions

- (a) Before conveyance to the Association, all lot owners shall have the right to access and make use of all Common Areas, except those areas as may reasonably and

necessarily be restricted for access by Applicant for temporary safety reasons.

- (b) Applicant must construct all Recreational Facilities, and convey such facilities and related Common Areas within the timeframes contemplated in the Phasing Schedule and in these binding elements. Applicant must arrange for inspections by staff to ensure that all facilities are timely, correctly, and completely constructed.
- (c) All local and Community-Wide Recreational Facilities shall be designed and constructed in accordance with Parks Department standards and criteria and M-NCPPC's adopted Recreational Facilities Guidelines.
- (d) Applicant shall warrant to the Association that all facilities have been constructed in a good and workmanlike manner and are fit for each of their intended purposes.
- (e) Unless the Planning Board has agreed to modify the Phasing Schedule, the Applicant's failure to timely complete and turn over facilities and Common Areas shall operate to preclude Applicant from receiving any additional building permits for that particular phase and all remaining phases until such time as the default is cured.
- (f) The Applicant may seek an amendment to any regulatory approval for the purpose of modifying the location and amount of real property comprising the common area and for the purpose of modifying the improvements to be constructed on such common area, including, but not limited to, the right not to construct such improvements, which amendment shall be reviewed by the Planning Board in accordance with applicable law. Such amendment shall be effective only if approved by the Planning Board.

December 21, 1995

MEMORANDUM

From: Office of the General Counsel  
RE: Review of Homeowners Association Documents

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The Planning Board is required to review and approve documents that form a common ownership community for compliance with certain requirements set forth in the Zoning Ordinance and Subdivision Regulations as well as terms and conditions of its regulatory plan approvals. This review function has been delegated to this office.

To assist in the preparation of documentation and to streamline our review, this office has developed a list of general requirements that should be included in formation documents and plan enforcement agreements. Individual plans may require particular, unique provisions which will be dealt with case by case and, of course, cannot be covered in this document.

To facilitate our review of submitted documents you are encouraged, but not required, to use these sheet as a check list and advise us, as practical, as to the pertinent sections of your documents in which the following information can be found.

Our review does not extend to requirements associated with common ownership communities required by state or federal law.

I. HOA Documents

With Respect to the Preparation of HOA documents, address the following points:

1. Include verbatim as part of definition of Common Areas and Facilities the following language:

(Section \_\_\_\_\_, page \_\_\_\_\_)

"THE COMMON AREAS AND FACILITIES MUST ULTIMATELY INCLUDE ALL OF THE REAL PROPERTY AND ALL FACILITIES DEPICTED AS SUCH ON ANY AND ALL PROJECT PLANS, PRELIMINARY PLANS, AND/OR SITE PLANS ("REGULATORY PLANS") REVIEWED AND APPROVED BY THE MONTGOMERY COUNTY PLANNING BOARD OF THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION ("PLANNING BOARD"). FACILITIES INCLUDE, AS MAY BE APPLICABLE, ALL RECREATIONAL FACILITIES, STORMWATER



MANAGEMENT FACILITIES, PRIVATE ROADS, AND OTHER REQUIRED FEATURES THAT ARE TO BE CONSTRUCTED ON COMMON AREAS PURSUANT TO THE REGULATORY PLANS. FACILITIES ARE TO BE TIMELY CONSTRUCTED IN A GOOD, WORKMANLIKE MANNER.

ALL COMMONS AREAS AND COMPLETED FACILITIES MUST BE ANNEXED WITHIN THE ASSOCIATION BY THE DEVELOPER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE APPROVED REGULATORY PLANS, AS MAY BE AMENDED FROM TIME TO TIME, AND MUST OTHERWISE BE IN ACCORDANCE WITH THE TERMS OF ANY REGULATORY PLAN ENFORCEMENT AGREEMENT, INCLUDING A PHASING SCHEDULE, AS MAY BE AMENDED.

THE DEVELOPER RESERVES THE RIGHT TO SEEK AN AMENDMENT TO A REGULATORY PLAN FOR THE PURPOSE OF MODIFYING THE LOCATION OR AMOUNT OF REAL PROPERTY COMPRISING THE COMMON AREA AND FOR THE PURPOSE OF MODIFYING THE IMPROVEMENTS TO BE CONSTRUCTED ON THE COMMON AREA WHICH AMENDMENT SHALL BE REVIEWED BY THE PLANNING BOARD IN ACCORDANCE WITH APPLICABLE LAW. SUCH AMENDMENT SHALL BECOME EFFECTIVE ONLY IF APPROVED BY THE PLANNING BOARD."

2. Include language, using your own choice of words, providing:

a. that all common areas and facilities will be owned by the association in accordance with established phasing schedules;

b. that all lot/unit owners have the right to access and make reasonable use of the common areas and facilities both before and after they are conveyed to the association;

c. that the association is required to maintain all common areas and facilities and to expend funds in this regard (including the payment of property taxes) and that the costs will be apportioned among all unit owners intended by the Planning Board to benefit from these features in a fair and equitable manner;

d. that developer will provide the association a manual that describes in a clear and understandable manner how "complex" facilities (eg. SWM, large recreational facilities) function and how to inspect and perform routine maintenance

e. that the developer will provide the association a schedule indicating when each facility will likely require major repairs, renovations or replacements and an estimate of the anticipated repair, renovation, and replacement costs (this will help in calculating long term reserve requirements);

f. that the association is obligated to collect and expend reserve suitable funds to pay for major repairs, renovations, and replacements of facilities;

g. that the common areas will be available for the type of active and passive recreational and open space uses contemplated in the Planning Board's regulatory approvals;

h. that the Association will monitor compliance with the requirements of any conservation easements and other restrictions imposed on lots and/or the common areas by the Planning Board and that unit owners will be periodically reminded of these restrictions

i. that the Association has the right to readily grant easements or rights-of-way over or convey portions of the common areas to public agencies to serve necessary public purposes and that no restrictions are present in the documents which preclude a lot owner from undertaking such a conveyance of a portion of his/her lot;

3. Include verbatim the following:

"RIGHTS OF THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION (THE "COMMISSION"). ANY OTHER PROVISION OF THE GOVERNING DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER THE OWNERS, THE BOARD OF DIRECTORS NOR THE ASSOCIATION SHALL, BY ACT OR OMISSION, TAKE ANY OF THE FOLLOWING ACTIONS WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSION, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED:

A. MAKE ANY ANNEXATION OR ADDITIONS OTHER THAN AS PROVIDED FOR IN THIS COMMUNITY CONSTITUTION; OR

B. ABANDON, PARTITION, DEDICATE, SUBDIVIDE, ENCUMBER, SELL OR TRANSFER ANY OF THE COMMUNITY PROPERTY; PROVIDED, HOWEVER, THAT THE GRANTING OF RIGHTS-OF-WAY, EASEMENTS AND THE LIKE FOR PUBLIC UTILITIES OR FOR OTHER PURPOSES CONSISTENT WITH THE USE OF THE COMMON AREAS BY THE OWNERS SHALL NOT BE CONSIDERED A TRANSFER WITHIN THE MEANING OF THIS SECTION; OR

C. ABANDON OR TERMINATE THIS DECLARATION OR OTHER FORMATION DOCUMENTS; OR

D. MODIFY OR AMEND ANY MATERIAL OR SUBSTANTIVE PROVISION OF THE DECLARATION OR FORMATION DOCUMENTS; OR

E. MERGE OR CONSOLIDATE THE ASSOCIATION WITH ANY OTHER ENTITY OR SELL, LEASE, EXCHANGE OR OTHERWISE TRANSFER ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE ASSOCIATION TO ANY OTHER ENTITY; OR

F. SUBSTANTIALLY MODIFY THE METHOD OF DETERMINING AND COLLECTING ASSESSMENTS AS PROVIDED IN THIS DECLARATION.

THE COMMISSION SHALL HAVE THE RIGHT TO BRING ACTION FOR ANY ADMINISTRATIVE, LEGAL, OR EQUITABLE RELIEF NECESSARY TO ENFORCE THE RIGHTS AND POWERS GRANTED TO THE COMMISSION HEREUNDER."

# 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 approval 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. 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 removal of trees 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.

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.

WITNESS:

GRANTOR:

STATE OF MARYLAND

COUNTY OF \_\_\_\_\_ to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, 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 hand and official seal.

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

WITNESS:

GRANTEE:

Montgomery County Planning Board of the  
Maryland-National Capital Park and  
Planning Commission

STATE OF MARYLAND

COUNTY OF \_\_\_\_\_ to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, 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 hand and official seal.

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]



CONSERVATION EASEMENT AGREEMENT

Category II  
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 approval 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 includes preservation of trees and maintenance of tree cover, and 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 may include screening the approved new development from the sight of adjacent and abutting property owners to ensure maximum compatibility between existing and proposed new developments; 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 tree with a diameter greater than six inches (at a height of four feet from the ground) or more than thirty feet in height (measured from the ground) ("Trees") or any tree planted as part of an afforestation or reforestation plan may be cut down, removed or destroyed without prior written consent from the Planning Board staff. Diseased or hazardous Trees or Tree limbs may be removed to prevent personal injury or property damage after a minimum of ten business days notice to the Planning Director, unless such notice is not practical in an emergency situation.

3. Understory plant materials including, but not limited to brush, shrubs, saplings, seedlings, undergrowth and vines may be cut down, removed or destroyed without prior written consent of the Planning Director, provided their removal does not damage, injure or kill Trees or create erosion or slope stability problems and provided that they were not planted as part of an afforestation or reforestation plan.

4. Fences are permitted within the Easement provided their construction and maintenance can be executed in compliance with the restrictions of this agreement.

5. Mowing may occur, provided it does not damage, injure or kill Trees. Grantor may supplement existing or replace dead Trees or undergrowth with new plantings provided that new plantings are characteristic of trees or undergrowth materials native to Maryland.

6. The following activities may not occur without prior written consent from the Planning Director:

1. Construction (including roadways, private drives, paths and trails), excavation, grading or retaining walls.
2. Erection of any buildings or structural improvements on or above ground, including (but not limited to) sheds, dog pens, play equipment and retaining walls.
3. Activities which in any way could alter or interfere with soil or slope stability or drainage (including alteration of stream channels, stream currents or stream flow).

The Planning Director may approve these activities upon a finding that the proposed activity will not interfere with the purposes stated above, and in particular with tree preservation; screening existing and proposed development from adjacent and abutting landowners; maintenance of tree cover; and preservation of open space. This approval exception shall be narrowly interpreted, and the Director is under no obligation to authorize any of these activities when approval is requested.

7. Timber cutting or any other industrial or commercial activities shall not occur.

8. No posting of any advertising, including signs or billboards, shall occur.

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. The Easement shall not be used as a site for any major public utility installations, such

as, but not limited to, electric generating plants, electric transmission lines, gas generating plants, gas storage tanks, radio or microwave relay stations, and telephone exchanges except upon prior written consent from the Planning Director. Nothing in this paragraph prevents the construction or maintenance of (on, over or under the property) facilities normally needed to serve a residential neighborhood and which have been approved by the appropriate reviewing agencies. These facilities should be located to prevent or minimize any loss of trees.

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 land within 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.

13. 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.

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. 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.

WITNESS:

GRANTOR:

\_\_\_\_\_

\_\_\_\_\_

STATE OF MARYLAND

COUNTY OF \_\_\_\_\_ to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, 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 hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

[NOTARIAL SEAL]

WITNESS:

GRANTEE:

Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission

\_\_\_\_\_

\_\_\_\_\_

STATE OF MARYLAND

COUNTY OF \_\_\_\_\_ to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, 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 hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

[NOTARIAL SEAL]

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<b>PAST APPROVALS – List all that apply</b>			
<b>Type of Case</b>	<b>Case Name/Name of Project</b>	<b>Case Number</b>	<b>Date Approved</b>
<b>Zoning With FCP</b>			
<b>Special Exception With FCP</b>			
<b>Project Plan With FCP</b>			
<b>Development Plan With FCP</b>			
<b>Diagrammatic Plan With FCP</b>			
<b>Preliminary Plan With Preliminary FCP</b>			
<b>Site Plan – list each phase of a multiple phase project With Final FCP</b>			



Maryland-National Capital Park & Planning Commission ■ 8787 Georgia Avenue, Silver Spring, Maryland 20910-3760 ■  
(301) 495-4595, Fax (301) 495-1306

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Reviewer's Name: \_\_\_\_\_ Site Plan No.: 8- \_\_\_\_\_  
 Applicant and Attorney: \_\_\_\_\_ Phone No.: \_\_\_\_\_

DEPARTMENT INITIAL DATE

**SITE PLAN and SIGNATURE SET RELEASE ROUTING SHEET**

Development Review

**OPINION**

- 1. Planning Board Hearing - Conditions verified by staff and applicant. Origination \_\_\_\_\_
- 2. Opinion prepared and mailed. \_\_\_\_\_

**SITE PLAN and LANDSCAPE and LIGHTING PLAN**

- 1. Distribute Site Plan Signature Set as submitted by Applicant to Appropriate Departments
  - A. Development Review  
Site Plan/Landscape and Lighting Plan in accordance with Planning Board approval and in compliance with all conditions: \_\_\_\_\_
  - B. Environmental Planning
    - a. Forest Conservation Plan \_\_\_\_\_
    - b. Conservation Easements \_\_\_\_\_
    - c. Maintenance and Management Agreement \_\_\_\_\_
  - C. Transportation Planning
    - a. Adequate Public Facilities Ordinance Agreement (attached and technically sufficient) \_\_\_\_\_
    - b. Transportation Management Agreement (attached and technically sufficient) \_\_\_\_\_
    - c. Other (List) \_\_\_\_\_
  - D. Development program and SPEA reviewed by Planning Technician. \_\_\_\_\_

- 3. Development Review procedures complete: \_\_\_\_\_
- Forward to Legal: \_\_\_\_\_
- Received: \_\_\_\_\_

Legal

- 1. Development Program and other Agreement (s) legally sufficient: \_\_\_\_\_
- 2. Home Owners Association Documents sufficient: \_\_\_\_\_
- 3. Conservation Easement documents: \_\_\_\_\_
- 4. Legal Department procedures complete: \_\_\_\_\_

- Development Review Division Chief Received: \_\_\_\_\_
- a. Copies signed by Chairman or Designee: \_\_\_\_\_
  - b. Forward to Development Review: \_\_\_\_\_

Development Review Received: \_\_\_\_\_

- 1. Notify applicant that Site Plan, agreement (s) and attachments are ready for pick up. \_\_\_\_\_
- 2. Copy of Site Plan forwarded to Development Review with building permit application: \_\_\_\_\_
- 3. Signature Set package procedures complete: \_\_\_\_\_