

4. LOAN FEES.

a. **Conventional Loan Fee.** If a new loan is to be placed pursuant to this Contract, Buyer agrees to pay a loan origination and discount fee of % of the principal sum of ANY CONVENTIONAL LOAN. Seller agrees to pay a loan origination and discount fee of % of the principal sum of said loan. Lender's fees shall be paid by Buyer. Buyer further agrees to acc any reasonable increase or decrease in said loan origination and/or discount fees, where applicable.

b. **Assumption.** If the existing loan is to be assumed, Buyer agrees to pay any loan assumption fees, charges or expen required by the lender.

5. FEASIBILITY STUDY. This Contract is contingent for a period of None days from the date of ratification for the Buy at Buyer's expense, to ascertain the utility of the property for Buyer's purposes. Buyer shall have a license to enter for Buyer a Buyer's agents to undertake the feasibility study. Said study may include, but not be limited to, investigation of water and sewer (w and septic) availability, wetlands existence, if any, reforestation requirements, environmental and hazardous waste, architectu requirements and covenants, but shall not permit the disturbance of ground. Seller makes no warranties, expressed or implied as to feasibility of development or use of the property for purposes intended by the Buyer. At any time prior to the expiration of t provision the Buyer, at its sole discretion and option, may declare this contract null and void and receive a full refund of the deposit providing written Notice no later than 8 p.m. on the final day of the study period; otherwise, this contingency shall automatically exp and the Contract shall remain in full force and effect. If Buyer's study involves any disturbance of the ground, then GCAAR Fo #1306A, Addendum of Clauses - Land/Lot/Parcel, must be attached.

6. SETTLEMENT COSTS.

a. **Examination of Title and Costs.** BUYER HAS THE RIGHT TO SELECT THE TITLE INSURANCE COMPAN SETTLEMENT OR ESCROW COMPANY, TITLE ATTORNEY, MORTGAGE LENDER OR FINANCIAL INSTITUTIO AS DEFINED IN THE FINANCIAL INSTITUTIONS ARTICLE, ANNOTATED CODE OF MD. BUYER ACKNOWLEDG THAT SELLER MAY NOT BE PROHIBITED FROM OFFERING OWNER FINANCING AS A CONDITION (SETTLEMENT. Buyer hereby authorizes the undersigned Agent to order the examination of title and the preparation of all necess conveyancing papers through Village Settlements and agrees to pay the settlement charges connection therewith, tax certificate, conveyancing, notary fees, survey where required, lender's fees and recording charges, exc those incident to clearing existing encumbrances. Seller hereby agrees to pay any above-mentioned costs incurred if upon examinat the title should be found defective and it is not remedied as herein stated. Seller also agrees to pay a reasonable closing fee for servi rendered to him. Except as hereinafter provided, SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATI CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED I LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHAR EQUALLY BETWEEN THE BUYER AND THE SELLER. Transfer and recordation taxes shall be paid

Equally Between Buyer & Seller

b. **Agricultural/Farmland Transfer Taxes.** If any, shall be paid by N/A

c. **Rezoning Transfer Tax.** If any, shall be paid by N/A

d. **Total Taxes.** At time of printing of this form, the sum total for the State Agricultural Transfer Tax, the County Farmla Transfer Tax and the Montgomery County Rezoning Transfer Tax will be no more than six percent (6%) of the consideration or assessed value, if higher.

e. **Refunds of Taxes.** Any refunds from the real property tax or from any of the above taxes which are generated by paym of these taxes shall inure to the benefit of the payor of said taxes.

f. The parties are hereby put on notice that the applicability and amounts of the taxes and fees identified herein are subject change. The parties are not relying upon any representations of the agents and are hereby advised to seek independent legal, accounti or other relevant professional advice.

g. The Seller shall pay any fees, assessment taxes or other charges, related to the transfer of this property.

7. BROKER LIABILITY.

Buyer and Seller understand and acknowledge that Broker and any agents or employees of Broker are not, and were not at any tir authorized to make any representations regarding this Agreement or the property. Broker and any agents or employees of Broker do : assume any responsibility for the condition of the property nor for the performance of this Agreement by any or all parties hereto. signing this Agreement, Buyer acknowledges that Buyer has not relied on any representations made by Broker and any agents employees of Broker, except those representations expressly set forth herein. In the event of a dispute between Seller and Buy

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regarding the return or disposition of the deposit monies, Broker, in Broker's sole discretion election, may pay the deposit monies to the clerk of the court of proper jurisdiction by an action in interpleader and upon acceptance of said deposit monies by the court neither Buyer nor Seller shall hereafter have any further rights, claims, demands or actions against Broker regarding the return or disposition of said deposit monies and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. Buyer and Seller further agree that a dispute as to the return or disposition of the deposit monies shall be conclusively presumed to exist in the event either or both Buyer and Seller shall refuse upon request to sign a written release authorizing the return or other disposition of the deposit monies. In the event of such dispute and on election by the Broker to file an action in interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize the Broker to deduct from the deposit monies all costs incurred by the Broker in the filing and maintenance of such an action in interpleader including but not limited to filing fees, court costs, service of process fees and reasonable attorney's fees. All such fees and costs authorized herein to be deducted may be deducted by Broker from the deposit monies prior to forwarding the balance of the deposit monies to the court.

8. DEFAULT.

Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the deposit can be retained by Seller as long as a release of deposit agreement signed and executed by all parties, expressing that said deposit can be retained by Seller. In the event that the parties do not agree to execute a release of deposit, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available at law or in equity including, without limitation, an action for specific performance of this Contract and/or monetary damages.

9. **TITLE.** The property, including personal property which conveys hereunder, is sold free of encumbrances, unless otherwise stated herein. Any financing statements will be paid and released by Seller at time of settlement. Title is to be fee simple, good and marketable, however, to the covenants, rights of way, easements, conditions and restrictions of record, if any; otherwise, the deposit is to be returned and sale declared null and void at the option of Buyer, unless the defects are of such character that they can be remedied by legal action within a reasonable time. However, Seller and Agent(s) are hereby expressly released from all liability to Buyer for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken promptly by Seller at his own expense, whereupon the time herein specified for full settlement by the Parties will thereby be extended for 60 days. In the event settlement has not occurred within the 60 days, Buyer may at its sole option and discretion, by written notice to Seller, declare this Contract null and void. In that event, this Contract shall be null and void at 8 PM on the third business day (Monday through Friday, excluding Saturday, Sunday and federal designated holidays) following said notice unless, prior to said date and time, Seller provides Buyer written evidence from the settlement office that the defect has been cured. In the event this Contract becomes null and void pursuant to this paragraph, Buyer's deposit shall be refunded pursuant to paragraph 21 of this Contract. **TIME IS OF THE ESSENCE WITH REGARD TO THIS PARAGRAPH.**

10. ADJUSTMENTS.

a. Rents, taxes, water, sewer charges, escrow, insurance and interest on existing encumbrances, if any, and other operating charges are to be adjusted to date of settlement. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, except that assessments for improvements completed prior to the date of acceptance hereof, whether assessment therefor has been levied or not, shall be paid by Seller or allowance made therefore at time of settlement. If the property is serviced by the Washington Suburban Sanitary Commission or local government, annual Front Foot Benefit charges and sewer and water House Connection charges of said Commission or local government (which typically appear in the annual county real estate tax bill) are to be adjusted to date of settlement and assumed thereafter by Buyer. **BUYER HEREBY ACKNOWLEDGES THAT BUYER IS ASSUMING ANY OUTSTANDING AND UNPAID FRONT FOOT BENEFIT AND SEWER AND WATER HOUSE CONNECTION CHARGES WHICH WILL BE PAID ANNUALLY.** Seller shall pay at settlement the cost of deferred transportation related facility charges, if any.

b. If, on the date of settlement, the Property or Lots shall be affected by any Systems Development Charges or other construction fees, it shall be the responsibility of the Buyer to pay the same for the Property purchased from the Seller.

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11. CONVEYANCE.

- a. Seller agrees to execute and deliver a good and sufficient special warranty deed. Buyer agrees to have the deed conveyance recorded promptly.
- b. Seller or Buyer, if a corporation, is qualified to do business in the State of Maryland, is a corporation in good standing and is empowered to execute this Contract and is acting pursuant to a duly passed Resolution of its Board of Directors, a copy of which is attached hereto.
- c. If either Seller or Buyer is a general or limited partnership, then such party represents and warrants that it is duly organized and validly existing, is qualified to do business in the State of Maryland, and that any partner executing this Contract on behalf of the partnership is acting pursuant to authority granted to such partner in the Partnership Agreement or pursuant to a duly passed Partnership Resolution, a copy of which is attached hereto.

12. DAMAGE OR LOSS. The risk of damage or loss to the Property by fire, act of God, or other casualty remains with the Seller until the execution and delivery of the deed of conveyance.

13. POSSESSION. Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail to do so, he shall become and be thereafter a tenant at sufferance of Buyer and hereby waives all notice to quit as provided by the laws effective in the state in which the property is located. All notices of violations of orders or requirements noted or issued by any governmental authority or actions in any court on account thereof, against or affecting the property at the date of settlement of this Contract, shall be complied with by Seller, and the property conveyed free thereof.

14. PROPERTY CONDITION. At the time of settlement, Seller shall leave property free and clear of trash and debris. Seller will deliver the property in substantially the same physical condition as of the date of final ratification. In addition to any other specific inspections provided for in this Contract, Buyer has the privilege of one (1) final inspection of the entire property prior to settlement. Except as expressly contained herein, no other warranties have been made by Seller or relied upon by Buyer.

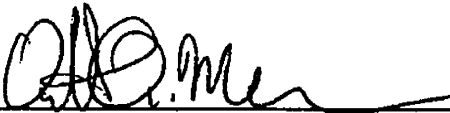
15. SUBDIVISION PLAT. Buyer acknowledges receipt of an entire copy of the single recorded subdivision plat prior to execution of this Contract. If the property is located in a subdivision on which an individual sewage disposal system has been or will be installed, Buyer hereby confirms that the Buyer has received and reviewed the record plat, including any restrictions on the location of initial and reserved wells, individual sewage disposal systems and the buildings to be served by any individual sewage disposal system.


16. MASTER PLAN DISCLOSURE (Initial A or B; not both)
A. MONTGOMERY COUNTY

MASTER PLAN DISCLOSURE. Buyer has the right to examine prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the property contained in the Plan.

By signing this Addendum, Buyer acknowledges the following:

- a. Seller has offered the Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendments;
- b. Seller has informed Buyer that amendments affecting the plan may be pending before the Planning Board or the County Council or a municipal planning body;
- c. Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and
- d. Buyer understands that to stay informed of future changes in County and municipal land use plans, the Buyer should consult the Planning Board and the appropriate municipal planning body.


Buyer


Buyer

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B. CITY OF ROCKVILLE

THE PLAN, GENERAL/MASTER PLANS (CITY OF ROCKVILLE, MARYLAND ONLY)

Buyer acknowledges that he has been afforded the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the Plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate Agent has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the Agent explain to him the intent or meaning of such Plan nor did he rely on any representations made by the Agent(s) pertaining to the applicable Plan. (This paragraph supersedes paragraph 19 hereof only where the property being sold is in the City of Rockville.)

Buyer

Buyer

17. NOTICE AND DISCLOSURE OF AVAILABILITY OF WATER AND SEWER SERVICE

a. Seller provides the following information known to Seller regarding water and sewer service:

A. The property is connected to, or has been approved for connection to, a public water and sewer system.

Water: Yes No; Sewer: Yes No

If the property is not connected to a public water or sewer system, the source of potable water for the property is well / other TBD well, Perk, septic

An individual sewage disposal system has been constructed on the property or approved or disapproved for construction (specify which, if known): _____

B. The water and sewer service area category or categories that currently apply to the property is/are (if known)

This category affects the availability of water and sewer service as follows (if known)

Master Plan recommendations regarding water and sewer service to the property are as follows (if known)

The status of any pending water and sewer comprehensive Plan amendments or service area category change that would apply to the property (if known): _____

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board, the Washington Suburban Sanitary Commission, the County Department of Environmental Protection or any appropriate municipal planning or water and sewer body.

[Signature]
Buyer

[Signature]
Buyer

6/26/05
Date

6/26/05
Date

b. If the property is currently on well and septic, as applicable, Seller, at seller's expense, shall furnish to Buyer, prior to settlement, a written certification by the County Health Authority or recognized private engineer or laboratory stating that, applicable, well water is potable and that the individual sewage disposal system is not malfunctioning.

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18. NOTICE TO BUYER AND ALL OTHER PARTIES-GUARANTY FUND (MARYLAND ONLY). Any person aggrieved in accordance with Business Occupations and Professions Article §17-404 et. seq. of the Maryland Code may be entitled to receive compensation from the Maryland Real Estate Guaranty Fund for his monetary actual loss not to exceed \$25,000.

19. NOTICES. Unless otherwise provided herein, any notices required to be given to Seller by this Contract shall be effective of the date on which such notice is delivered to Seller or an Agent of Seller named herein. Notices required to be given to Buyer by this Contract shall be effective when notice is delivered to Buyer, or the Buyer's Agent, if named herein. Where Dual Agents are utilized, notice to the Seller shall include notice to the Dual Agent assigned to the Seller and Notice to Buyer shall include notice to the Dual Agent assigned to Buyer. Alternatively, notice shall be effective on the third business day (Monday through Saturday, excluding federal designated holidays) following U.S. Postal mailing of said notice to buyer or Seller, as appropriate, at the address shown on this Contract. Notices required under this Contract shall be in writing including transmission through a wired or electronic medium which produces a tangible record of the transmission (such as a telegram, mailgram, datagram or telecopier "fax").

20. ATTORNEY'S FEES. In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Brokers arising out of this Contract or to collect the Broker's Fee, the prevailing party shall be entitled to receive from the other responsible party reasonable attorney's fees to be determined by the court or arbitrator.

21. NOTICE TO SELLER. State and local law may prohibit or limit the transfer or sale of lots in unapproved and/or unrecorded subdivisions and such prohibitions or limitations may include entering into any agreement to sell or engage in negotiations to sell such lots. Violations of these prohibitions and limitations may also impose civil liability against the Seller. Because the laws vary widely each county, Sellers are advised to consult with legal counsel or the appropriate county agencies before Seller's execution of this contract. Seller(s) certifies that Seller(s) has no knowledge of any published preliminary or adopted land use plan or adopted zoning map amendment which may result in condemnation or taking of any part of Seller(s) property. Buyer(s) acknowledge(s) that Buyer is/are aware that information relative to government plans for land use, roads, highways, parks transportation, rezoning, etc. is available for inspection at the appropriate county or municipal government agency.

22. BROKER'S FEE. If not previously paid, the Party making settlement is hereby irrevocably authorized and directed to deduct and pay the brokerage fee(s) to the Broker(s) from the proceeds of sale in accordance with a separate listing contract and with the Multiple Listing Service offer of compensation to cooperating and Buyer Agents and as instructed by the Listing Broker. In the event settlement should fail to occur within the time herein set forth, the Broker(s) shall still be entitled to the brokerage fee(s) referenced above. Buyer acknowledges that he has worked with no other Agent on this property other than the Agent named herein. The seller and the buyer each confirm that disclosure of the agency relationship as described in this contract conforms with the agency relationship previously acknowledged to in writing by them.

23. DISCLAIMER OF WARRANTIES. Except as specifically provided in this contract or any amendment there to the Property shall be conveyed, and Buyer hereby agrees to accept said Property, "as is", without any warranty whatsoever, express or implied warranties being hereby waived, except as otherwise specifically set forth in this Agreement. Buyer acknowledges that neither Seller nor any real estate broker, agent, employee, servant or representative of Seller has made any representations whatsoever regarding the subject matter of this transaction or any fact relating thereto, including, without limitation, representations as to the physical nature or condition of the real property to be conveyed by Seller, zoning laws, rules, laws and regulations, environmental matters, water, sewer or other utilities, development or other expenses, taxes or assessments, existing or future operation of the Property, or any other matter or thing affecting or related to the Property or the operation thereof, except as specifically set forth herein. Buyer, in executing and performing this Agreement, has not relied upon, and does not rely upon, and Seller shall not be liable or bound in any manner by, guaranties, promises, statements, representations or information pertaining to any of other matters set forth above in this Paragraph made or furnished by Seller or by any real estate broker, agent, employee, servant or any other person representing Seller purporting to represent Seller to whomever made or given, directly or indirectly, orally or in writing, unless such guaranties, promises, statements or representations are expressly and specifically set forth herein. Buyer therefore expressly releases any present or future claim which it may have against Seller or Seller's successors in interest, agents, shareholders, officers or directors, whether legal or equitable, under present or future Federal or State common law or environmental statutory law.

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Buyer acknowledges that the provisions of this Agreement for inspection and investigation of the Property are adequate to enable Buyer to make Buyer's own determination with respect to merchantability, quantity, quality, physical condition or operation of Property, zoning, suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, the availability of water, sewer or other utility service or any other matter affecting or relating to the Property, its development or including without limitation, the Property's compliance with any environmental laws. Buyer further acknowledges buyer may inspect property prior to settlement subject to the express conditions of this Agreement. Seller shall not be liable or bound in any manner by any verbal or written statement, representation or information made or given by anyone pertaining to the Property, unless specifically set forth in this Agreement. The foregoing shall survive Settlement.

In particular, but without in any way limiting the foregoing, Buyer hereby releases Seller from any and all responsibility, liability and claims for or arising out of the presence on or about the Property (including in the soil, air, structures and surface and subsurface water of materials, wastes or substances that are or become regulated under or that are or become classified as toxic or hazardous, under Environmental Law including, without limitations, petroleum, oil, gasoline or other petroleum products, byproducts or waste. As used herein, Environmental Law shall mean, as amended and in effect from time to time, any federal, state or local statute, ordinance, regulation, judicial decision, or the judgment or decree of a governmental authority, arbitrator or other private adjudicator by which Buyer or the Property is bound, pertaining to the environment including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Clean Air Act, as amended, together with the rules adopted and guidelines promulgated pursuant thereto, and all similar statutes together with rules adopted and guidelines promulgated pursuant to the foregoing.

24. EMINENT DOMAIN. Seller warrants that to the best of his knowledge, neither the whole nor any portion of the said property is subject to temporary requisition of use by any governmental authority or other body with such power, nor has the property been condemned or taken by any governmental authority or other body having the power of eminent domain, nor is there now pending a condemnation, requisition or similar proceeding affecting the said property or any portion thereof. Seller further warrants that he has received no notice and has no knowledge that any such proceeding is contemplated and that if he becomes aware that any such proceeding is contemplated, Seller will immediately notify Buyer and Agent of this fact in writing. If after the date of final ratification of this Contract and prior to settlement all or any part of the said property is subject to a bona fide threat of condemnation by a body having the power of eminent domain or is taken by eminent domain or condemnation (or sale in lieu thereof), Buyer may by written notice to Seller, given within fifteen (15) days of receipt of actual knowledge of the condemnation, threatened condemnation or sale in lieu thereof, elect to cancel this Contract prior to settlement hereunder, in which event both parties shall be relieved and released of Seller from any further liability hereunder. The deposit shall forthwith be returned to Buyer pursuant to Paragraph 8, and this Contract shall become null and void. If no such election is made, this Contract shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon settlement Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any awards, damages or insurance that have been or that may thereafter be made for such taking. **TIME IS OF THE ESSENCE WITH REGARD TO THIS PARAGRAPH.**

25. RIGHT TO ASSIGN CONTRACT. The parties hereto agree that Buyer herein may assign his rights and interest in this Contract subject to the following limitations and restrictions:

- a. Buyer/Assignor will remain liable to Seller for the full performance of this Contract.
- b. If this Contract is for cash or provides for the placing of new financing which does not involve Seller, then no approval of Seller shall be required for said assignment.
- c. If this Contract provides for the assumption of Seller's present financing on the property, or for Seller to take back a deferred purchase money deed of trust, then Seller shall have the right to approve the assignment and the credit of the prospective assignor which approval shall not be unreasonably withheld. In the event Seller approves, in writing, the assignment, the assignor shall be relieved of any obligation under this Contract.
- d.) In the event that the Contract is assigned, the real estate brokers involved prior to the assignment shall be entitled to their full commission as if no assignment had been made.

26. AGREEMENT OF PRINCIPALS. We, the undersigned, hereby ratify, accept and agree to this Contract and acknowledge receipt of a copy hereof. The principals to this Contract mutually agree that it shall be binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns; that the provisions hereof shall survive the execution and delivery

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the deed herein stated and shall not be merged therein. This Contract contains the final and entire agreement between the parties heret and neither they nor their Agent(s) shall be bound by any terms, conditions, statements, warranties or representations, oral or writte not herein contained. This Contract, any modification, amendment or addendum hereto shall be null, void and unenforceable un Seller and Buyer have (a) signed or, where appropriate, initialed this Contract and any modification, amendment or addendum and/ (b) transmitted assent through a wired or electronic medium which produces a tangible record of the transmission (such as a telegrar mailgram, datagram or telecopier "fax") and (c) provided to the other party, in accordance with the paragraph labeled "NOTICES," ti signed or, where appropriate, initialed Contract, modification, amendment or addendum and/or the transmitted assent.

Seller Date (Seal)

[Signature] 6/26/05
Buyer Date (Seal)

Seller Date (Seal)

[Signature] 6/26/05
Buyer Date (Seal)

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AFFIDAVIT

I, Anthony Mereos, states as follows:

1. I am the co-owner of the property located at 17900 Trundle Road, Dickerson, Maryland 20842 ("the Property") and I am competent to be a witness, and have personal knowledge of the facts set forth herein.

2. I entered into a contract of sale for the Property on June 26, 2005 with Steven R. Houston.

3. I visited the Property on June 26, 2005, and at that time, the Property was partially cleared. The Property was cleared along the West side of the Property.

4. On July 15, 2005, Mr. Houston transferred the Property to my wife and me and we became the owners of the Property on that date.

5. We paid \$65,000.00 for the Property.

6. When I purchased the Property, the Property had previously been cleared.

7. I do not know who cleared the Property or when the Property was cleared.

8. I did not clear the Property.



9. I did rent a backhoe and skid loader from United Rentals to clean the Property and remove debris.

10. My Property is 1.79 acres.

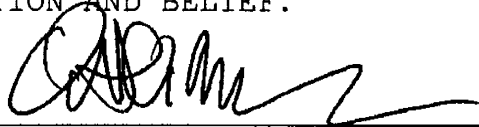
11. I had never heard of the Forest Conservation Law until October 7, 2005, when Douglas Johnsen informed me of the Law and handed me written information related to the Law. I never learned about the Law from any matter relating to Golden Eagle Court, Burtonsville, MD. I was aware of an enforcement action against a developer, Jeffrey Bryant, relating to Golden Eagle Court, but that was all I was aware of; I did not know what type of enforcement action was involved and I was never involved in a prior tree clearing action.

12. From the inception of this matter, I have always maintained that I did remove 8-10 trees to install a driveway on the northeast side of the Property.

13. I did not dig any trenches on the Property.

14. I stand committed to reforesting the Property and providing the County a plan although I did not remove the trees as alleged from the Property.

I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.



Anthony Mereos

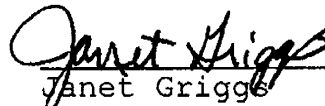
STATE OF MARYLAND

:to wit:

COUNTY OF MONTGOMERY

I, Janet Griggs, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 7th day of June, 2006, before me, personally appeared Anthony Mereos, who is known by me to be the identical person who is described in, whose name is subscribed to, and who signed and executed (or affixed his mark to) the foregoing instrument, and having first made known to her the contents thereof, he personally acknowledged to me that she signed and sealed (or affixed his mark to) the same on the date it bears as his true, free and voluntary act and deed for the uses, purposes and considerations therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.



Janet Griggs
Notary Public

My Commission Expires: March 1, 2009

M-NCPPC



MONTGOMERY COUNTY DEPARTMENT OF PARK AND PLANNING

**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION**

*8787 Georgia Avenue
Silver Spring, Maryland 20910-3760
301-495-4500, www.mncppc.org*

July 5, 2005

Mr. Anthony Merios
P.O. Box 541
Beltsville, MD 20705-0541

Re: Parcel 120, Tax Map BT

Dear Mr. Merios:

The Development Review Division staff has reviewed the information supplied by you with regards to the above referenced property. The deed history provided indicates that this parcel existed in its present size and shape prior to June 1, 1958. It is our finding that Parcel 120 does qualify for an exception to the platting requirements pursuant to the Subdivision Regulations under section 50-9(f). This property is eligible for construction of one (1) single-family residential dwelling as provided for under Section 59 -B-5.1 of the Montgomery County Zoning Ordinance.

This exception does not waive any other legal requirements imposed by other governmental review agencies. You may wish to contact the Department of Permitting service to clearly understand any other limitation associated with building permit reviews for this property. If you have any questions regarding this transmittal, please contact me at 301/495-4623.

Sincerely,


Taslima Alam

cc: W. Cornelius, DRD



30356 2921
This Deed

03-001-00041421

Tax Account No./Parcel Identifier

Made this 15th day of July, 2005, by and between **STEVEN R. HOUSTON**

party(ies) of the first part, and

ANTHONY A. MEREOS and RUTH M. MEREOS, husband and wife

party(ies) of the second part:

Witnesseth, that in consideration of the sum of \$65,000.00 receipt of which is hereby acknowledged, and which party(ies) of the first part certify under the penalties of perjury as the actual consideration paid or to be paid, including the amount of any mortgage or deed of trust outstanding, the said party(ies) of the first part do(es) grant and convey unto the party(ies) of the second part in fee simple as THEIR HEIRS AND ASSIGNS AS TENANTS BY THE ENTIRETY

all that property situate in Montgomery County, State of Maryland, described as:

SEE ATTACHED LEGAL DESCRIPTION

MONTGOMERY COUNTY, MD

APPROVED BY [Signature]

JUL 21 2005

\$ 48.50 RECORDATION TAX PAID
\$ 620.00 TRANSFER TAX PAID

IMP FD SURE 20.00
RECORDING FEE 20.00
TR TAX STATE 325.00
TOTAL 365.00
Rec# N095 Rec# 58224
NR FS Blk # 6951
Jul 22, 2005 02:28 PM

which has an address of **17900 TRUNDLE ROAD, Dickerson, MD 20842**

Subject to covenants, easements and restrictions of record.

To Have and To Hold said land and premises above described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereupon erected, made or being, and all and every title, right, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the proper use only, benefit and behalf forever of said party(ies) of the second part in fee simple.

Being the same property described in Liber _____ folio _____, among the said Land Records.

And the said party(ies) of the first part covenants that it will warrant specially the property hereby conveyed and that it will execute such further assurances of said land as may be requisite or necessary.

In Testimony Whereof, the said party of the first part has set its hand(s) and seal(s) the year and day first above written.

[Signature]
Printed Name: John C. Moffett
Witness

[Signature]
STEVEN R. HOUSTON

STATE OF **Maryland**
COUNTY OF **Montgomery**

I **Hereby Certify** that on this 15th day of July, 2005, before me, the undersigned, the person(s) who did personally appear **STEVEN R. HOUSTON**

known to me or satisfactorily proved to be the person(s) whose name(s) are set forth in the foregoing deed, and did together acknowledge that they executed the foregoing deed for the purposes therein contained.

Witness My Hand And Notarial Seal.

Printed Name: _____
Notary Public
My Commission Expires: 1-1-06

FILED
JUL 22 P 2:28
MOLLY D. RICHARDS
CLERK'S OFFICE
MONTGOMERY COUNTY, MD

I certify that this instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

[Signature]
JOHN C. MOFFETT

325.00
20

30356 293

All that part of parcel of land lying and situated in Montgomery County, State of Maryland, which is described as follows being a part of a tract of land called "William's Resurvey" lying and included in the following metes and bounds, courses and distances to wit: Beginning at the end of Eighteen and one half perches from a stone heretofore planted at the end of the 17th line of a tract of land called "Kilmain" it being also the end of the second line of the aforesaid resurvey, and running thence with the first line of Williams's Resurvey (as surveyed in 1834) reversed and with an allowance of 3 ½ degrees West variation South 43 ½ degrees West nine perches, thence North 61 ½ degrees West fourteen perches; thence North ½ degrees East nine and eight-tenths perches thence South 63 degrees East twenty and nine-tenths perches to the beginning and containing on acre; three roods and seven square perches of land.

30356 294


**Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate
Affidavit of Residence or Principal Residence**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that transferred property is the transferor's principal residence.

1. Transferor Information	
Name of Transferor	STEVEN R. HOUSTON

2. Reasons for Exemption	
Resident Status	<input checked="" type="checkbox"/> I, Transferor, am a resident of the State of Maryland. <input type="checkbox"/> Transferor is a resident entity under §10-912(A)(4) of the Tax-General Article of the Annotated Code of Maryland, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	<input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC §121.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.


 Printed Name: _____
 Witness


 STEVEN R. HOUSTON _____ (Seal)

State of Maryland Land Instrument Intake Sheet

30356 295

Baltimore City County: Montgomery

Information Provided is for the use of the Clerks Office and State Department of Assessments and Taxation, and County Finance Office only.
(Type or Print in Black Ink Only - All Copies Must be Legible)

1 Type(s) (<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.)		1 Deed		Mortgage		Other		Other	
2 Conveyance Type Check Box		Improved Sale Arms Length [1]		Unimproved Sale Arms Length [2]		Multiple Accounts Arms Length [3]		Not an Arms- Length Sale [9]	
3 Tax Exemptions (if Applicable)		Recordation		State Transfer		County Transfer		City or Explain Authority	
4 Consideration and Tax Calculations		Consideration Amount				Finance Office Use Only			
		Purchase Price/Consideration 65,000.00				Transfer and Recordation Tax Consideration			
		Any New Mortgage				Transfer Tax Consideration			
		Balance of Existing Mortgage				X () % =			
		Other:				Less Exemption Amount			
		Other:				Total Transfer Tax =			
		Full Cash Value				Recordation Tax Consideration			
						X () per \$500 =			
						TOTAL DUE			
5 Fees		Amount of Fees				Doc. 1		Doc. 2	
		Recording Charge				40.00		Agent:	
		Surcharge						Tax Bill	
		State Recordation Tax				448.50		C.B. Credit:	
		State Transfer Tax				325.00		Ag. Tax/Other:	
		County Transfer Tax				650.00			
		Other							
		Other							
6 Description of Property		District		Property Tax ID No. (1)		Grantor Liber/Folio		Map	
SDAT requires submissions of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 1-104(g)(3)(X).				03-001-00041421				Parcel No.	
		Subdivision Name		Lot (3a)		Block (3b)		Sect/AR(3c)	
		WILLIAMS RESURVEY						Plat Ref.	
								Sq. Ft./Acreage (4)	
		Location/Address of Property Being Conveyed (2)							
		17900 TRUNDLE ROAD, Dickerson, MD 20842							
		Other Property Identifiers (if applicable)							
		Water Meter Account No.							
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>		Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/>		Amount:			
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. of Sq. Ft./Acreage Transferred:					
		If Partial Conveyance, List Improvements Conveyed:							
7 Transferred From		Doc. 1-Grantor(s) Name(s)				Doc. 2-Grantor(s) Name(s)			
		STEVEN R. HOUSTON							
		Doc. 1-Owner(s) of Record, if Different from Grantor(s)				Doc. 2-Owner(s) of Record, if Different from Grantor(s)			
8		Doc. 1-Grantee(s) Name(s)				Doc. 2-Grantee(s) Name(s)			
		ANTHONY MEREOS and RUTH MEREOS							
		New Owner's (Grantee) Mailing Address							
		17900 TRUNDLE ROAD, Dickerson, MD 20842							
9 Other Names to Be Indexed		Doc. 1-Additional Names to be indexed (Optional)				Doc. 2-Additional Names to be indexed (Optional)			
10		Instrument Submitted By or Contact Person						<input checked="" type="checkbox"/> Return to Contact Person	
		Name: John C. Moffett						<input type="checkbox"/> Hold for Pickup	
		Firm: Rubloff & Moffett, L.L.C						<input type="checkbox"/> Return Address Provided	
		Address: 800 S. Frederick Avenue, Suite 203							
		Gaithersburg, MD 20877 Phone: (301) 987-0600							
11		IMPORTANT: BOTH THE ORIGINAL DEED AND PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
		Assessment Information		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Will the property being conveyed be the grantee's principal residence?			
				Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Does the transfer include personal property? If yes, identify:			
				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Was the property surveyed? If yes, attach copy of survey (if recorded, no copy required).			
		Agreement Use Only - Do Not Write Below This Line							
		Terminal Verification		Agricultural Verification		Whole		Part	
								Tax Process Verification	

MARYLAND DEPARTMENT OF THE ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION
RECEIPT CARD FOR THE GENERAL PERMIT
FOR CONSTRUCTION ACTIVITY
MDE

SITE NAME: Meraos Home

DISTURBANCE (in acres): 1.8

NOI NUMBER: 06M00056

DATE OF ISSUANCE: October 20, 2005

DATE OF EXPIRATION: October 20, 2010

Authorized By:

Lois B. McNamara

Lois B. McNamara, WMA

PLEASE POST AT CONSTRUCTION SITE



255 Rockville Pike, 2nd Floor
Rockville, MD 20850-4166
(240)777-6300 Fax (240)777-6262

Receipt

Report Date 10/21/2005 01:32 PM Submitted By Page

Trn #	638982	Trn Date	10/21/2005 13:31	Template Type	PRJ	A/P #	221522
Customer	ANTHONY & RUTH . MEREOS	Cash Payment					
Address	P.O. BOX 206	Check #	2170				407.00
	POOLESVILLE MD 20837-0206						

Fees Item	Dest Budget #	Amount
SMALL LAND DISTURBANCE AUTOMATION FEE	751010001/D524-0155	37.00
SMALL LAND DISTURBANCE FEE	752010001/L240-0116	370.00
	Total Amount	407.00
	Amount Paid	407.00
	Total Amount Due	0.00





DPS/Permits List Search Results

Click on the permit to get the permit status.

Permits list

Permit/License	Permit Type	Status
343172	Fence Permit	Issued
221522	Sediment Control Permit	In Process

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COUNTY MARYLAND

DPS/Application Details

Status

Sediment Control Permit

Permit/License: 221522

Please call 240-777-6320 to reach a representative.

Application Details

[Help](#)

Permit Number 221522

Site Address

Application Date 10/21/2005

17900 Trundle RD

Approved Date

Dickerson

Final Date

MD 20842-

Work Type Disturb

Lot - Block -

Value \$.00

Subdiv. Poolesville Outside

Phase Name WILLIAMS RESURVEY

Application Status

In Process

Contractors

ID	Name	Address
Not available		

Not available

Licenses

Contractor License	Name	Address
Not available		

Not available

Denied

Flood plain checked.



Montgomery County Maryland
Department of Permitting Services

265 Rockville Pike, 2nd Floor
Rockville, Maryland 20850-4163
(240) 777-6300 Fax (240) 777-6262
http://permits.emontgomery.gov



Application for Sediment Control Permit

Stormwater Concept #: _____ Preliminary Plan #: _____ Sediment Control Permit # 221522

Project Information:

Subdivision/Project Name: MEREOS HOME/Williams Reservoir
Property Size/Area: 1,79 77,972. Square Feet (Acres for Forest Harvest Permits)
Property Address/Location: 17900 Trundle Road
Lot(s): _____ Block(s): _____ Parcel(s): P/20 Watershed: _____

Property Owner Information:

Name: Anthony MEREOS Contact ID # _____
Mailing Address: P.O. Box 206 Poolesville, MD 20837-0206
City: _____ State: _____ Zip Code: _____
Telephone #: 301518-4735 Fax #: _____ Email: _____

Engineer Information:

Name: _____ Firm Name and/or Contact Person _____ Contact ID # _____
Mailing Address: _____ City: _____ State: _____ Zip Code: _____
Telephone #: _____ Fax #: _____ Email: _____

Type of Application (Please Check item that applies to desired permit)

Small Land Disturbance Rough Grade Only Total Disturbed Area: 9999 Square Feet.

Note: A copy of an approved stormwater management Concept letter must be submitted with this application. If this site does not have an approved stormwater management concept, the Department of Permitting Services will determine if one is needed during the review of this application.

Engineered Sediment Control Total Disturbed Area: _____ Square Feet.

Rough Grading Only Full Construction
For Plans requiring Stormwater Management - Estimated Stormwater Mgmt Costs: \$ _____ (Attach copy of Estimate)

Builders Sediment Control/Ownership Transfer
Note: Department of Permitting Services' Transfer Form must be provided.

Forest Harvest

Stormwater Maintenance

APPLICATION DENIED. MCD
10/24/05
Rough Grade Work already done, this is for a NOV

Revision to Previously Approved Sediment Control Plan*

* Revision Plan Type: Original Sediment Control Permit # _____

- Remove Rough Grading Only/Add Bldg. Construction
- Add/Revise Stormwater Mgmt.
- Revise Sediment Control and/or Site Development Plan
- As-Built Submission
- Other _____

Total Additional Disturbed Area _____ Square Feet.

Total Revised Disturbed Area _____ Square Foot.

Change In estimated Stormwater Management Costs: \$ _____

(Attach copy of Estimate)

4. Is the land disturbing activity within/near the 100-year floodplain limits of a channel, drainageway, stream or creek? Yes No

• If YES, provide the drainage area to the property above the construction activity (in acres) _____. If the drainage area is 30 acres or greater a Floodplain District Permit is required.

• Is the proposed land disturbing activity within a designated wetland? Yes No

I declare and affirm, under penalty of perjury, that to the best of my knowledge, information and belief all matters and facts in this application are correct. I declare that I am the owner of the property or duly authorized to make this application on behalf of the owner and the standard conditions on the reverse side are made part of the approved Sediment Control Plans.

Signature: Anthony Merens Anthony Merens 10/21/05
 Signature Property Owner or Authorized Agent Printed Name Date

Conditions of approval:

1. All sediment control work must comply with written requirements, the approved Sediment Control Plan, "Standards and Specifications for Soil Erosion and Sediment Control" and /or all violation notices, which may be issued by the Department.
2. The site, work, materials, plans, and specifications shall be available at all times for inspection by the Department.
3. The sediment control permit is subject to revocation or suspension whenever determination is made and after notice is given that the applicant is in violation of State and County sediment control laws or any rules and regulations promulgated under those laws. This includes conditions specified on the approved plan.
4. If the Department finds that the original sediment control plans are inadequate or inappropriate, then additional plans or modifications thereof will be required.
5. A grading permit must be obtained prior to start of any earthwork, construction, etc., within dedicated street right-of-ways.
6. Any temporary sediment basin or trap which will pond water in a pool greater than 9 feet in diameter and 18 inches in depth must be surrounded by permanent, semi-permanent or portable fences not less than 42 inches in height with openings not greater than three inches in width. This fence must be firmly anchored and constructed in a manner to prevent sagging and maintained in good condition.

CONSUMER INFORMATION NOTES:

1. This plan is a benefit to a consumer lender as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing.
2. This plan is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
3. This plan does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or re-financing.
4. Building line and/or Flood Zone information is taken from available sources and is subject to interpretation of originator.

ites

Flood zone "C" per H.U.D. panel No. 245200-0025 B

Setback distances as shown to the principal structure from property lines are approximate. The level of accuracy for this drawing should be taken to be no greater than plus or minus N/A.

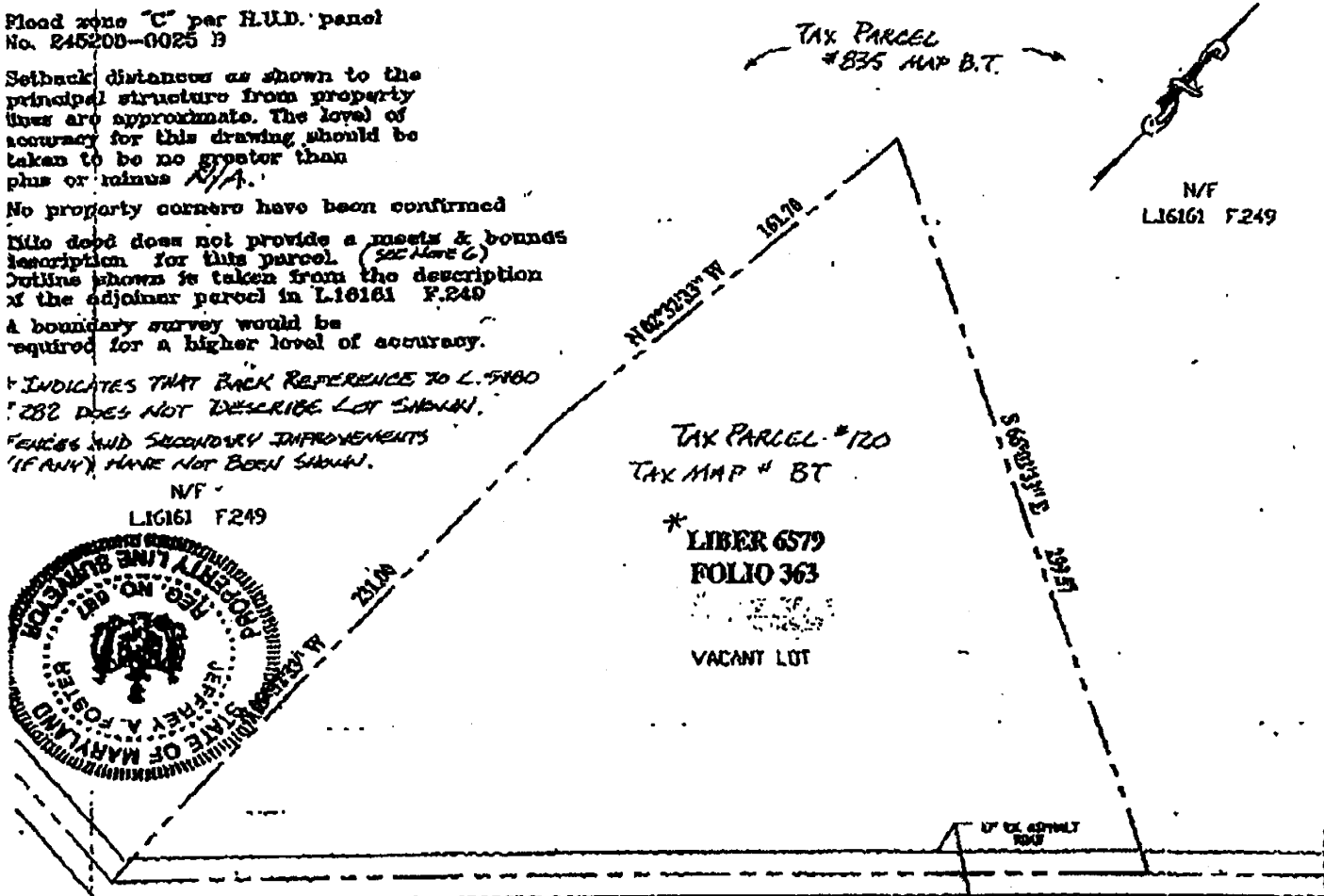
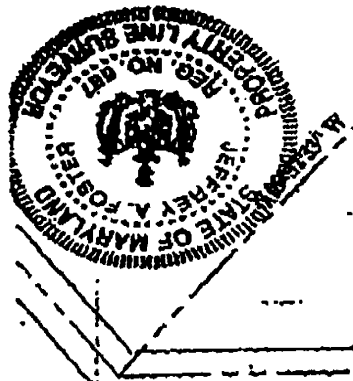
No property corners have been confirmed

Title deed does not provide a meets & bounds description for this parcel (see Note C) Outline shown is taken from the description of the adjoining parcel in L16161 F.249 A boundary survey would be required for a higher level of accuracy.

INDICATES THAT BACK REFERENCE TO L. 5160 282 DOES NOT DESCRIBE LOT SHOWN.

FENCES AND SECONDARY IMPROVEMENTS (IF ANY) HAVE NOT BEEN SHOWN.

N/F L16161 F249



LOCATION DRAWING

J. & L.R. BUTT PROPERTY
LIBER 6579 FOLIO 363
MONTGOMERY COUNTY, MARYLAND

SURVEYOR'S CERTIFICATE		REFERENCES		SNIDER & ASSOCIATES SURVEYORS - ENGINEERS LAND PLANNING CONSULTANTS 2 Professional Drive, Suite 210 Cathetersville, Maryland 20879 301/948-5100, Fax 301/948-1238			
THE INFORMATION SHOWN HEREON HAS BEEN SO UPON THE RESULTS OF A FIELD INSPECTION MADE TO THE DEED OR PLAT OF RECORD. EXISTING FEATURES SHOWN HAVE BEEN FIELD LOCATED BASED ON MEASUREMENTS FROM PROPERTY MARKERS FOUND FROM EVIDENCE OF LINES OR APPARENT OCCUPATION.		PLAT NO.		DATE OF LOCATIONS	SCALE: 1" = 50'		
 LAND SURVEYOR REG. NO. 207		LIBER	0579		WALL CHECK:	DRAWN BY: E.M.C.	
		FOLIO	363	NSR LOC.:	06-23-03	JOB NO.:	03-4178

IN THE DISTRICT COURT OF MARYLAND FOR MONTGOMERY COUNTY

MONTGOMERY COUNTY, MARYLAND

Plaintiff

v.

ANTHONY MEREOS

Defendant

*
*
*
*
*
*
*
*
*

Citation Nos: 3Z33935422,
5Z33935424

ORDER FOR ABATEMENT

Upon consideration of the verified citation filed herein and any evidence presented at trial in this case, the Court finds that Defendant has committed the violation of Montgomery County law stated in the above-referenced citation and that the Plaintiff, Montgomery County, Maryland, is entitled to this Order of Abatement pursuant to Montgomery County Code, Section 1-18(e), and it is thereupon, this 20th day of December, 2005, by the District Court of Maryland for Montgomery County

ORDERED that the Defendant shall refrain from further violations of Montgomery County Code, Sections 19-2-A and 19-16-a; and it is further

ORDERED that the Defendant shall immediately, except as otherwise provided herein, take the following actions to correct the conditions which constitute a continuing violation of County law:

1. Cease and desist from any movement of soil or land disturbance or attempt at improvements at 17900 Trundle Road, Dickerson, Maryland without first obtaining a sediment control permit and without required authorization; and

2. Cease and desist and refrain from allowing soil deposits to be deposited in a water course occurring at the property located at 17900 Trundle Road Dickerson, Maryland

RECEIVED

DEC 20 2005

DISTRICT COURT



without first obtaining a sediment control permit and without required authorization; and it is further

ORDERED that a representative of Montgomery County shall be permitted to inspect the premises to verify that the terms of this Order have been complied with; and it is further

ORDERED that if the Defendant fails to abide by this Order immediately as of the date of this Order by failing to abate the violations and/or refrain from future violations as required by this Order, the Plaintiff, Montgomery County, has permission to enter the premises and abate the violations as may be necessary to assure compliance with the Montgomery County Code; and it is further

ORDERED that if the Defendant fails to abate the violations and/or refrain from future violations as required by this Order and Plaintiff, Montgomery County, Maryland, abates the violations pursuant to Maryland Rule 3-648, the Plaintiff, Montgomery County, shall send the Defendant a bill for the cost of correction by regular mail to the Defendant's last known address or by any other means that is reasonably calculated to bring the bill to the Defendant's attention. If the Defendant does not pay the bill within 30 days after it is presented, the Plaintiff may file a verified statement of the costs of correcting violations with the Court; and it is further

ORDERED, that once the Court has entered the judgment against the Defendant for the cost of correcting violations, the Plaintiff may enforce a judgment in the same manner as any other civil judgment for money, or collect the judgment in the same manner as it collects real property taxes.

FAILURE TO COMPLY WITH THIS ORDER IS PUNISHABLE BY CONTEMPT.



Judge, Sixth District Court for
Montgomery County, Maryland



DPS/Application Details

Status		Permit/License: 343172
Fence Permit		Help
Application Details		
Permit Number	343172	Site Address
Application Date	05/04/2004	17900 Trundle RD
Issue Date	05/04/2004	Dickerson
Final Date		MD 20842-
Work Type	Construct - Fence	Lot - Block -
Square Footage	0	Subdiv. Poolesville Outside
Value	\$.00	Application Status
		Permit Issued

Contractors

ID	Name	Address
Not available		

Licenses

Contractor License	Name	Address
Not available		



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Snyder To Pay \$37,000 For Trees

Settlement Covers Unapproved Cutting

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- GOP Plan Would Raise N.Va. Taxes for Area Roads

By *Tim Craig*
Washington Post Staff Writer
Thursday, September 8, 2005; Page B01

Washington Redskins owner Daniel M. Snyder will pay Montgomery County \$37,000 as part of a settlement for his removal of 130 mature trees from his Potomac riverfront estate, according to an agreement announced late yesterday.

The money will be placed in a fund used to protect forestland in other parts of the county. Snyder also is required to post a \$45,000 bond with the county to guarantee that he replants 55,000 square feet of land near the Chesapeake and Ohio Canal that he deforested last fall without county permission.

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But controversy and contention continued to surround the issue. The agreement, signed last month by Snyder, his wife, Tanya, and Trudye Johnson, executive director of the Maryland-National Capital Park and Planning Commission, was not announced until early yesterday evening by the commission and the Montgomery County Planning Board.

Snyder's representatives vehemently disputed the statement describing the accord, which said Snyder would pay more than \$40,000 in fines for

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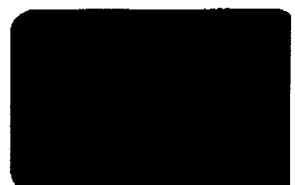
Snyder's representatives say no fine has been agreed to. (Jonathan Newton - The Washington Post)

[an error occurred while processing this directive]

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violating the county's forest conservation law. The news release also said the commission was issuing Snyder the "highest fine in the organization's history."

DCist

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"We simply don't tolerate the willful destruction of forestland," Derick Berlage, Planning Board chairman, said in the statement.

Snyder's representatives insisted that no fine has been agreed to and that the Planning Board is merely repackaging concessions Snyder made long ago to the National Park Service.

"I find it all to be a thinly disguised attempt to deflect criticism from Berlage and his oversight at Park and Planning from the Clarksburg fiasco," said Wayne Curry, a Snyder attorney, referring to the discovery this summer of widespread building violations in Clarksburg Town Center.

Berlage, reached at home, said he stood by everything in the news release. He said the Snyders would have to pay or spend the \$40,000 to replant trees. "You can call it a penalty. You can call it a fine," he said. "It's real money."

A review of the agreement suggests that the two sides are arguing over terminology rather than substance. The document does not specifically mention a "fine." However, he will pay \$37,000 to the county's forest conservation bank so three acres can be purchased and protected in another area of the county. He also agrees to replant the deforested land, as well as put an additional five acres of his land in an easement.

To ensure that the replanting occurs, Snyder agrees to post a \$45,000 bond, which Curry said the county will have to return in two years if the planting occurs. Snyder said he has completed most that planting, at a cost of more than \$100,000.

The agreement also spells out that Snyder or any future property owner cannot build or cut any trees, no matter how small, in the protected area without the approval of the Maryland-National Capital commission.

But Curry noted that the county's forest conservation law already prohibits Snyder from cutting trees or building on the property without the approval of planning officials. And under the agreement Snyder made with the Park Service last fall, he will plant more than 600 saplings and give up his right to cut brush on large swaths of his property.

TOP

Vice |

"I understand Mr. Berlage, in his desperation, is seeking to be viewed as tough, but this goes beyond tough to the standpoint of inaccuracy," Curry said of the planning department's release yesterday.

Logis
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Real I

The county Planning Board and Snyder have for months been negotiating the terms of a settlement over Snyder's failure to get local approval last fall before he removed the trees from a protected area behind his Potomac River estate. By reaching a settlement, the Snyders avoid a public hearing on the matter.

FEAT

Last night, a Snyder representative called Nancy Lineman, a Planning Board spokeswoman, to demand a retraction. Lineman said that she stood by the news release and that she was surprised by the reaction.

Refin
\$200,
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NASC

The dispute is the latest twist over Snyder's decision to fell trees.

ReNu

In November, the Park Service gave him permission to remove the trees, including 20 native species, from an 8.3-acre easement the federal government purchased in the 1970s. Snyder had said he wanted to remove nonnative species.

\$145,
Prom
Cool

In exchange, Snyder agreed to plant native saplings and give up his development rights on an additional piece of his property. The agreement, which has since been suspended, also included a provision giving the Park Service a share of the enhanced value of the Snyders' new, less-obstructed view of the Potomac.



The Interior Department's inspector general has launched an investigation into whether Park Service officials were pressured into making the deal.

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Home > Document Index > Sentinel Articles > May 12, 2006

This article ran in The Sentinel May 12, 2006

M-NCPPC UNRELIABLE IN ENFORCING FOREST CONSERVATION LAW

by Wayne Goldstein, MCCF Environment Committee

Forests covered 45% of Montgomery County in 1973 and 28% in 2000, a loss of 54,000 acres - or 2.4 billion square feet of forest - in 27 years, with more losses since. In 1991, the state required the county to pass a Forest Conservation Law (FCL) that could be stronger, but not weaker, than the state law. Unfortunately, this FCL has merely slowed the rate of forest loss as it is full of exemptions or formulas that result in fewer trees getting

planted than are cut down.

The Environmental Planning section of M-NCPPC enforces the FCL. While this staff is very dedicated to their jobs, some take a weak FCL and make it weaker still by unpredictably "interpreting away" forest or forgetting to or refusing to enforce the law. An inspector, a supervisor or a staff attorney also has the power to stop enforcement.

In 2004, Redskins owner Dan Snyder cut down 155 larger trees and numerous smaller trees and shrubs on about 2 1/2 acres between his Potomac house and the C & O Canal without getting an FCL permit. As settlement with M-NCPPC, Snyder agreed to replant 1000 trees and shrubs on his property, protect three acres offsite, put an easement on 5 acres of his property, and pay \$37,000. In addition, the County Council used the Snyder case to justify a significant increase in FCL civil penalties for cutting trees without a permit.

In 2001, an owner of another property in Potomac at the intersection of River and Chapel Roads, ordered the complete clearing of 1.24 acres of forest and the clearing of an additional 2.54 acres of understory trees and shrubs, also without a permit. The FCL requires a permit to clear more than 5,000 square feet of forest. In March 2002, the owner was fined and immediately paid \$1000. In May 2002, the owner agreed to waive all right of appeal and by 12/31/02, to record a forest conservation easement onsite and to either pay a civil penalty of \$21,600 or to spend that full amount to either reforest at least 1.7 acres offsite or protect 3.4 acres of existing forest off-site.

In October 2002, the owner paid \$15,300 to reforest 1.7 acres offsite. In May 2005, the owner sought an FCL permit to clear an additional 1/2 acre of forest. When staff learned in July 2005 that the terms of the settlement had not been fulfilled, including that the agreed upon amount had not been spent and the owner had not recorded the required easements, it denied the permit. By January 2006 the owner, while still seeking to clear more forest, asked to amend the settlement by offering to spend an additional \$38,000 to reforest an additional two acres offsite, to purchase about 1/4 acre of a neighbor's adjacent property to then plant in forest trees, but not understory trees and shrubs, and to only put an easement on the neighbor's land. The owner argued that this was a better solution because "The highest and best use of this Property is as a stately residence in keeping with the neighborhood," an argument not even used by Dan Snyder to justify his position.

Although M-NCPPC is refusing to agree to these new terms, it has yet to enforce the 4-year old settlement that was signed without a right of appeal

by the owner, a forgotten settlement that might never have been rediscovered if the owner had not sought to clear more forest.

In March 2005, a new owner in Ashton began cutting down trees on his property. His neighbor, Steve Kanstoroom, filed a complaint, and the clearing stopped, with promises by M-NCPPC to resolve the problem. When tree clearing began again in December 2005, Kanstoroom discovered that his neighbor now had a permit to build a commercial garage larger than the existing house in the rural residential area and had inaccurately claimed an agricultural exemption to clear an area smaller than what was actually cleared. When an M-NCPPC inspector came out and found that there was no FCL violation, Kanstoroom began an odyssey that still continues today that has involved numerous county and state elected and appointed officials and agencies.

He originally created his own private forest preserve by buying 30 acres of forest and 15 acres of conservation easements from neighbors. This new neighbor's clearing of forest, including his forest, all without a permit, so close to and in full view of his house, threatens his plans. He has asked for help from all quarters and has spent much to try to protect the value of his investment. M-NCPPC staff "interpret away" forest by claiming that many cut trees were not part of a forest.

Most recently, to conclusively prove to the M-NCPPC inspector and his superiors that this neighbor had cleared far more than 5,000 square feet of verifiable forest, Kanstoroom spent \$3000 to hire an experienced aerial survey team that is used by and recommended by M-NCPPC.

Despite the statements of these and other acknowledged experts that 20,000 square feet of forest has been recently cleared, M-NCPPC officials continue to claim that far less has been cleared, that there is little, if any, violation, and that these experts are wrong and are inherently biased because Kanstoroom hired them. This has been a far worse outcome than the 2 Potomac cases, despite overwhelming evidence collected by Kanstoroom.

An owner of 1.33 acres in the Hillmead section of Bethesda is seeking approval to subdivide her property for new houses. Some residents of the neighborhood want M-NCPPC to instead buy the property to add to the adjacent neighborhood park because they claim it is a forest with specimen trees that sits on a floodplain. Last week, two of these residents told the Planning Board that several MNCPPC staff had treated them with disdain and did not take their concerns seriously.

They had to hire their own tree expert who stated that there was forest and

that the forest conservation plan documents of the property owner were full of inaccuracies, including the location and health of specimen trees. These residents also alleged that some of these documents had been unlawfully certified through the cutting-and-pasting of previous signatures. As a result of their allegations, the Planning Board announced that it would suspend action on the subdivision until its legal staff had investigated the allegations.

These four examples show an M-NCPPC staff able to rigorously enforce the FCL but also able and even willing to forget or overlook apparent violations while rigorously opposing the efforts of county residents equally determined to see that the FCL is enforced. Those who want a stronger FCL that will stop the continued loss of forest cover also see that there is much to do to change the attitude and behavior of certain M-NCPPC staff and leaders who cannot now be relied upon to consistently enforce either a weak or a strong FCL.

This Page Last Edited: May 12, 2006 .

From: Origin ID: (301)208-9114
Shawn Whittaker
LAW OFFICE SHAWN C. WHITTAKER
9055 Comprint Court
Ste. 340
Gaithersburg, MD 20877



Ship Date: 27JUN06
ActWgt: 1 LB
System#: 5658751/INET2500
Account#: S *****

REF: Mereos



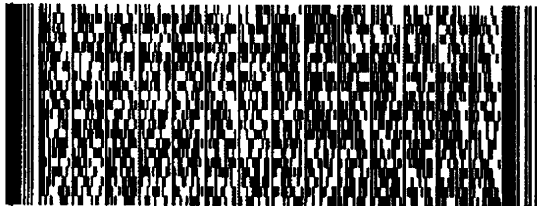
Delivery Address Bar Code

SHIP TO: (301)208-9114

BILL SENDER

Derick Berage
County Planning Board
8787 Georgia Avenue

Silver Spring, MD 20910



STANDARD OVERNIGHT

WED

TRK# 7927 8118 8151

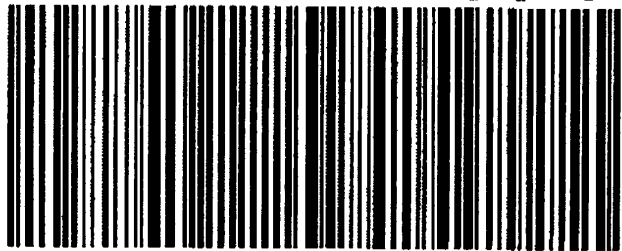
FORM 0201

Deliver By:
28JUN06

BWI A4

20910 -MD-US

18 CGSA



Shipping Label: Your shipment is complete

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.


Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

ATTACHMENT C

Maryland Department of Assessments and Taxation Records

[Click here for a plain text ADA compliant screen.](#)

	Maryland Department of Assessments and Taxation MONTGOMERY COUNTY Real Property Data Search	Go Back View Map New Search Ground Rent
---	--	--

Account Identifier: District - 03 **Account Number -** 00041421

Owner Information

Owner Name:	MEREOS, ANTHONY A & RUTH M	Use:	RESIDENTIAL
		Principal Residence:	NO
Mailing Address:	17900 TRUNDLE RD DICKERSON MD 20842	Deed Reference:	1) /30356/ 292 2)

Location & Structure Information

Premises Address 17900 TRUNDLE RD DICKERSON 20842	Legal Description WILLIAMS RESURVEY
--	---

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No: Plat Ref:
BT32		P120		1				1	

Special Tax Areas	Town Ad Valorem Tax Class
	42

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		77,972.00 SF	910

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2004	Phase-in Assessments	
			As Of 07/01/2005	As Of 07/01/2006
Land:	40,610	87,110		
Improvements:	0	0		
Total:	40,610	87,110	71,610	87,110
Preferential Land:	0	0	0	0

Transfer Information

Seller: HOUSTON, STEVEN R	Date: 07/22/2005	Price: \$65,000
Type: IMPROVED ARMS-LENGTH	Deed1: /30356/ 292	Deed2:
Seller: BUTT, JOSEPH & L R	Date: 07/24/2003	Price: \$48,500
Type: UNIMPROVED ARMS-LENGTH	Deed1: /24631/ 429	Deed2:
Seller:	Date: 11/26/1984	Price: \$0
Type: IMPROVED ARMS-LENGTH	Deed1: / 6579/ 363	Deed2:

Exemption Information

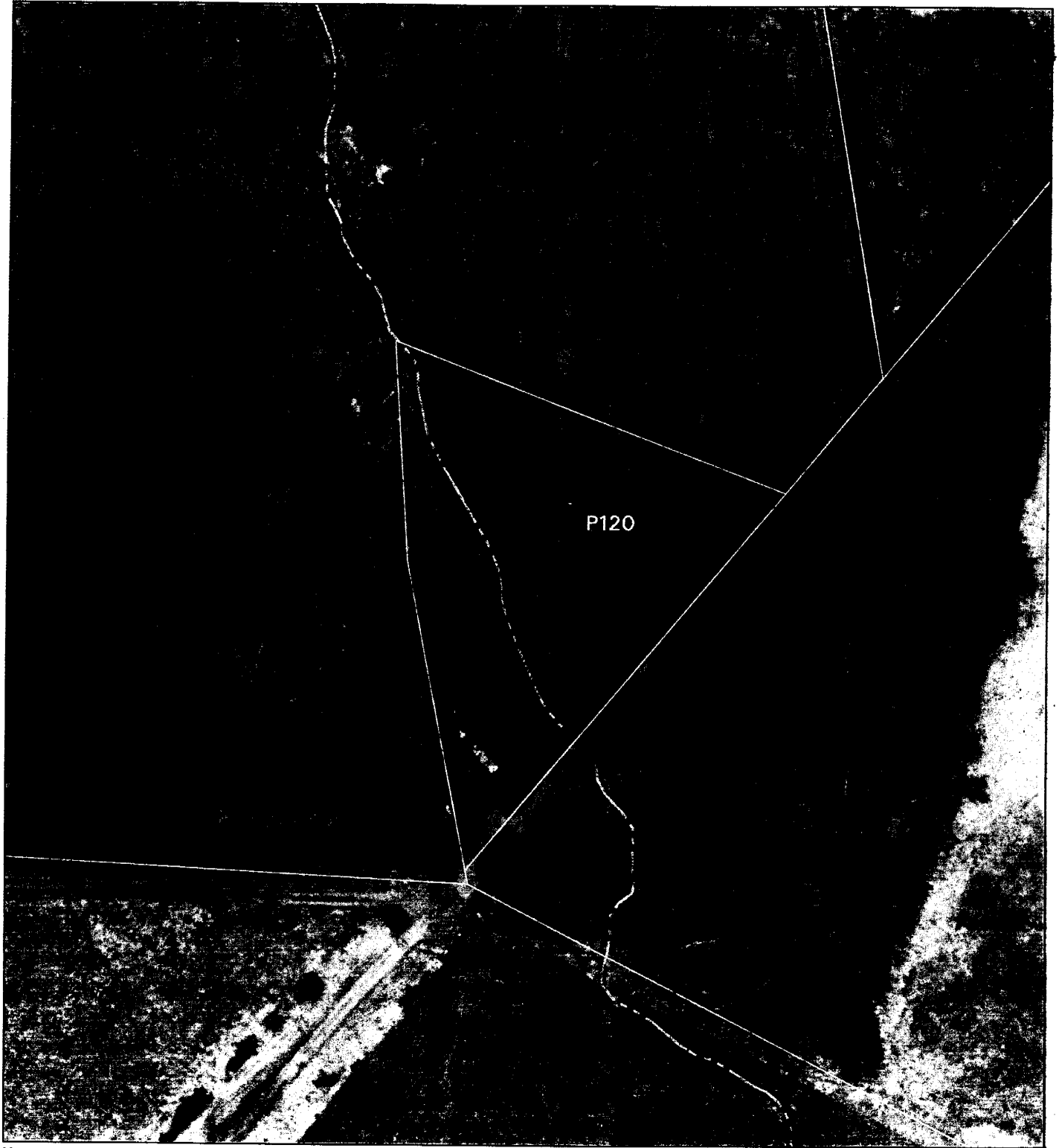
Partial Exempt Assessments	Class	07/01/2005	07/01/2006
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO **Special Tax Recapture:**
Exempt Class: * NONE *

ATTACHMENT D

Site aerial photograph, 2004, M-NCPPC GIS Database

17900 TRUNDLE RD.



Map compiled on July 13, 2006 at 1:22 PM | Site located on base sheet no - 224NW22 | Date of Orthophotos - April 2004 | Orthophoto Images Licensed from VARGIS LLC.

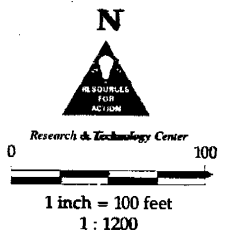
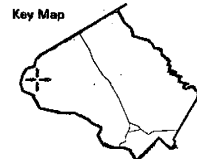
NOTICE

The planimetric, property, and topographic information shown on this map is based on copyrighted Map Products from the Montgomery County Department of Park and Planning of the Maryland-National Capital Park and Planning Commission, and may not be copied or reproduced without written permission from M-NCPPC.

Property lines are compiled by adjusting the property lines to topography created from aerial photography and should not be interpreted as actual field surveys. Planimetric features were compiled from 1:14400 scale aerial photography using stereo photogrammetric methods.

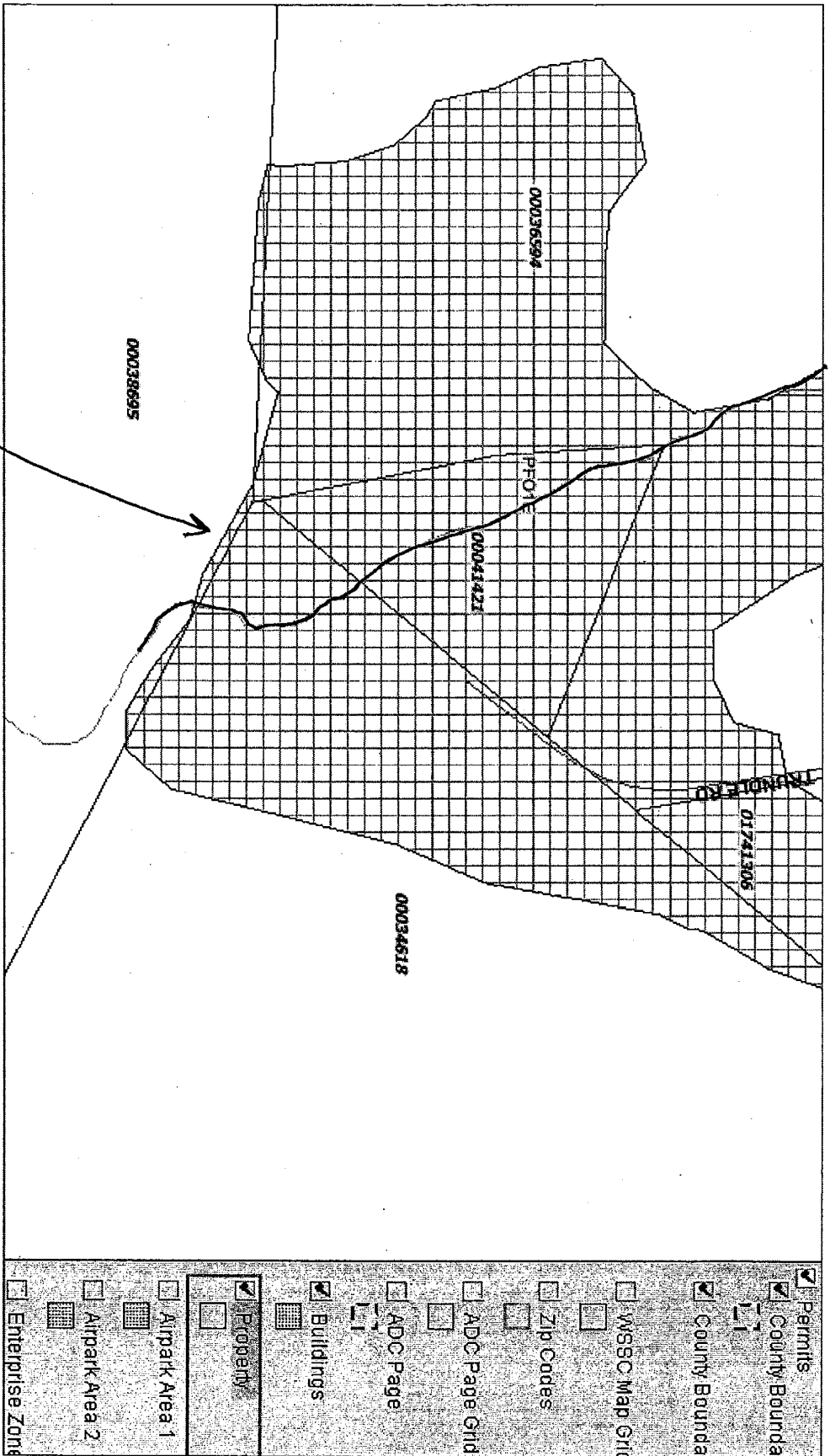
This map is created from a variety of data sources, and may not reflect the most current conditions in any one location and may not be completely accurate or up to date. All map features are approximately within five feet of their true location. This map may not be the same as a map of the same area plotted at an earlier time as the data is continuously updated. Use of this map, other than for general planning purposes is not recommended. - Copyright 1998

MONTGOMERY COUNTY DEPARTMENT OF PARK AND PLANNING
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
787 Georgia Avenue - Silver Spring, Maryland 20910-3700



ATTACHMENT E

**Inspection reports and notes from the DPS Well and Septic Section case
file for 17900 Trundle Road, Dickerson**



NWI wetland

Federally Protected

THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION
 ENVIRONMENTAL PLANNING DIVISION
 JUN 23 2006

2

Click here for a plain text ADA compliant screen.

 Maryland Department of Assessments and Taxation MONTGOMERY COUNTY Real Property Data Search	Go Back View Map New Search Ground Rent
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Account Identifier: District - 03 Account Number - 00041421

Owner Information

Owner Name:	HOUSTON, STEVEN R	Use:	RESIDENTIAL
Mailing Address:	13017 WISTERIA DR GERMANTOWN MD 20874-2607	Principal Residence:	NO
		Deed Reference:	1) /24631/ 429 2)

Location & Structure Information

Premises Address	Legal Description
17900 TRUNDLE RD DICKERSON 20842	WILLIAMS RESURVEY

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Group	Plat No:
BT32		P120		1				80	Plat Ref:

Special Tax Areas	Town Ad Valorem Tax Class
	42

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		77,972.00 SF	910

Stories	Basement	Type	Exterior

Value Information

	Base Value	Phase-in Assessments		
		Value As Of 01/01/2004	Value As Of 07/01/2004	Value As Of 07/01/2005
Land:	40,610	87,110		
Improvements:	0	0		
Total:	40,610	87,110	56,110	71,610
Preferential Land:	0	0	0	0

Transfer Information


Seller: BUTT, JOSEPH & L R	Date: 07/24/2003	Price: \$48,500
Type: UNIMPROVED ARMS-LENGTH	Deed1: /24631/ 429	Deed2:
Seller:	Date: 11/26/1984	Price: \$0
Type: IMPROVED ARMS-LENGTH	Deed1: / 6579/ 363	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

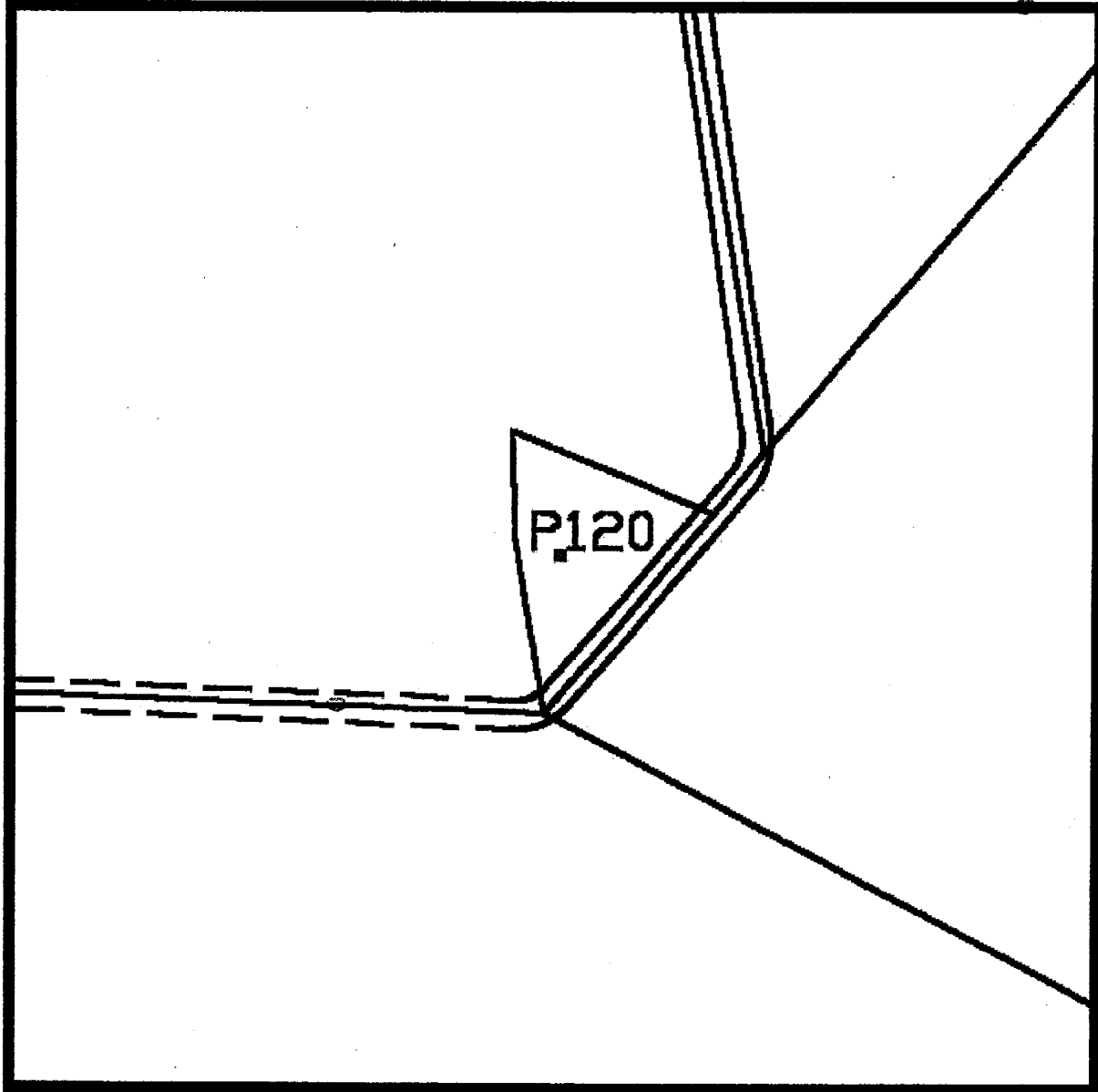
Partial Exempt Assessments	Class	07/01/2004	07/01/2005
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO Special Tax Recapture:

* NONE *

	Maryland Department of Assessments and Taxation MONTGOMERY COUNTY Real Property Data Search	Go Back View Map New Search
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District - 03 Account Number - 00041421



Property maps provided courtesy of the Maryland Department of Planning ©2004.
For more information on electronic mapping applications, visit the Maryland Department of Planning
web site at www.mdp.state.md.us/webcom/index.html

Nov 15 05 02:57p

mcdps well and septic

2407776314

p. 1



Montgomery County Maryland
Department of Permitting Services

255 Rockville Pike, 2nd Floor
Rockville, Maryland 20850-4153
(240) 777-6300 Fax (240) 777-6262
<http://permits.montgomery.gov>



Request for Percolation Tests Results

CASE # _____

Date of Percolation Testing (if known): _____

Address of Property: 17900 Trunelle Road Dickerson MD 20842
17900 Street City State Zip Code

Subdivision: 1 Lot: _____ Block: _____ Tax Map BT32 Parcel Number P120

Name of original owner/applicant: (if known) ANTHONY AND RUTH MEROS

NOTE: We recommend you provide us with a copy of the Plat or Vicinity Map.

PLEASE MAIL / FAX INFORMATION TO: (Please print clearly)

Name: Beatrice Azauky Fax No: _____ Tel. No: _____

Address: _____
Street City State Zip Code

Applicant's Signature: [Signature] Date: 11/15/05

OFFICE USE ONLY

- This department has no record of the percolation tests having been conducted on the above referenced property.
- On _____ percolation tests were conducted on the above referenced property. The test results did not demonstrate the presence soils acceptable for the installation of a septic system. We will be unable to issue a sewage disposal system permit for this property until we have acceptable tests.
- A satisfactory percolation test was performed at a _____ depth on _____ however, present regulations require tests to be performed at multiple depths and multiple sites on the property to confirm a 10,000 square foot usable septic reserve area. (Please call 240-777-6320 to request an application or visit our website shown above to download an application.)

Water Table Test Required: Yes No
(Yes requires a water table test between February 1 & April 15 before approvals can be considered.)

Satisfactory percolation tests were conducted on the above referenced property. A sewage disposal system permit will be issued upon the submission of an acceptable site plan with the appropriate fee.

Percolation Date: _____ Percolation Rate: _____ Percolation Depth: _____

Additional notes: OPEN COMPLAINTS WITH SEDIMENT CONTROL, RIGHT OF WAY AND STATE OF MARYLAND. SIGNIFICANT PORTION OF PROPERTY IS WETLAND.

Signature: [Signature] Date: 11-28-05

PLEASE NOTE THAT PERCOLATION TESTS ARE NOT GOOD INDEFINITELY.

Report Date 01/26/2005 10:30 AM

Submitted By

Page 1

Service # 199919744
 Problem WS1 WELL & SEPTIC VIOLATIONS
 Address 17900 TRUNDLE RD
 DICKERSON MD 20842-0000

Call Date 01/26/2005 10:27 Priority HIGH Duration of Call 00:00
 Taken By GRANT GRANT, TERRI Responsibility # of Calls 1
 Source Project Budget #
 Customer Contact Requested

Service Request Progress

Schedule Inspection scheduled to start at 01/26/2005 10:27 AM.
 Inspect Not inspected with no due date. Assigned to BEATT JAY BEATTY.
 Resolve Unresolved with no due date.

Location
 Area Sub-Area
 District Map #
 Parcel
 Template Type A/P #

Primary Caller

Name ANONYMOUS
 First, MI Title
 Address
 City
 State/Province ZIP/PC
 Country Foreign Reference #
 E-Mail
 Day Phone Evening Phone
 Call Date 01/26/2005 10:27 Taken By GRANT

Comments
 Previous complaint filed 6/2004. See attached previous service request and attached letter from concerned citizens of Trundle Road. Violating well and septic laws. No well or septic system on property.

Call List

There are no additional callers for this service number

Inspected

Resolution

By	Date	Time	Code	Date	Time

Scheduled Resources

Employee ID Scheduled Start Scheduled End Work Description
 No resources scheduled.

Equipment ID Scheduled Start Scheduled End Work Description
 No resources scheduled.

Vehicle ID Scheduled Start Scheduled End Work Description
 No resources scheduled.

January 20, 2005

Ms. Sandra Kaiser
Director Dept of Licensing & Zoning Services
Licensing & Zoning Division
255 Rockville Pike
2nd floor
Rockville, MD 20850

Dear Ms Kaiser:

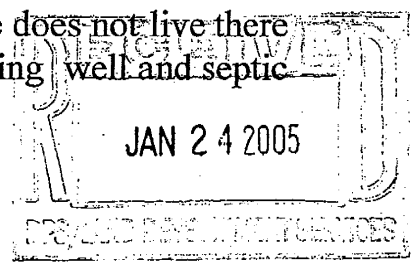
This letter is to inform you of a serious well and septic situation that exists at 17900 Trundle Road, Dickerson, MD 20842. The property is owned by Steve Houston formerly Steve Sweeney who lives on the property in a large MCI bus. According to the tax records this property is zoned rural density transfer, the property use is zoned residential. Steve Houston lives there every day and there is no well or septic system on the property. He also uses this property as a commercial site for his lawn business.

There are large piles of shredded trees and mulch which is a serious fire hazard and at night he runs his noisy equipment and generator cutting up materials using large flood lights, this area is not zoned for commercial use.

Steve Houston has told permitting services that he does not live at 17900 Trundle Rd, Dickerson, MD and is giving 16637 South Westland Drive, Gaithersburg, MD as his permanent address.

He leaves in the morning around 9:00 AM and returns in the evening around 9:00PM. He lives in the MCI bus every night and on weekends is operating commercial machinery which is a county code and permitting violation, Where is all of his waste going? He got a permit to put up a fence in front of the property, but this does not take care of the septic system that he should have living on the property every day .

He put the property up for sale last April 2004 with the asking price of \$ 237,000.00 for 1.79 acres. The for sale sign is up there as a front to cover his commercial lawn business. This area is not zoned for commercial use. The property is up for sale with a ridiculous asking price. He knows no one will make him an offer at that price so he can continue to live on the property with the pretense that it is for sale and still keep his commercial lawn business. He has permitting services thinking that he does not live there but this is not true. He lives there everyday and is violating well and septic



as well as zoning laws with his commercial lawn business on Trundle Road. The property has not been put into the real estate computer system since the sign went up in April 2004.

As long as it does not go in the system and the county thinks he is going to sell the property with the for sale sign up, then he does not have to comply with county regulations.

No one from the Rockville offices has been out here to check on the situation or to see where the violations are occurring.

According to Montgomery County regulations if you are living on a piece of property you must have the proper well and septic system according to the county codes. Steve Houston is clearly breaking the law for well and septic. Notwithstanding the fact that this is a wetland area and a stream runs through the property and the bus is parked beside the stream.

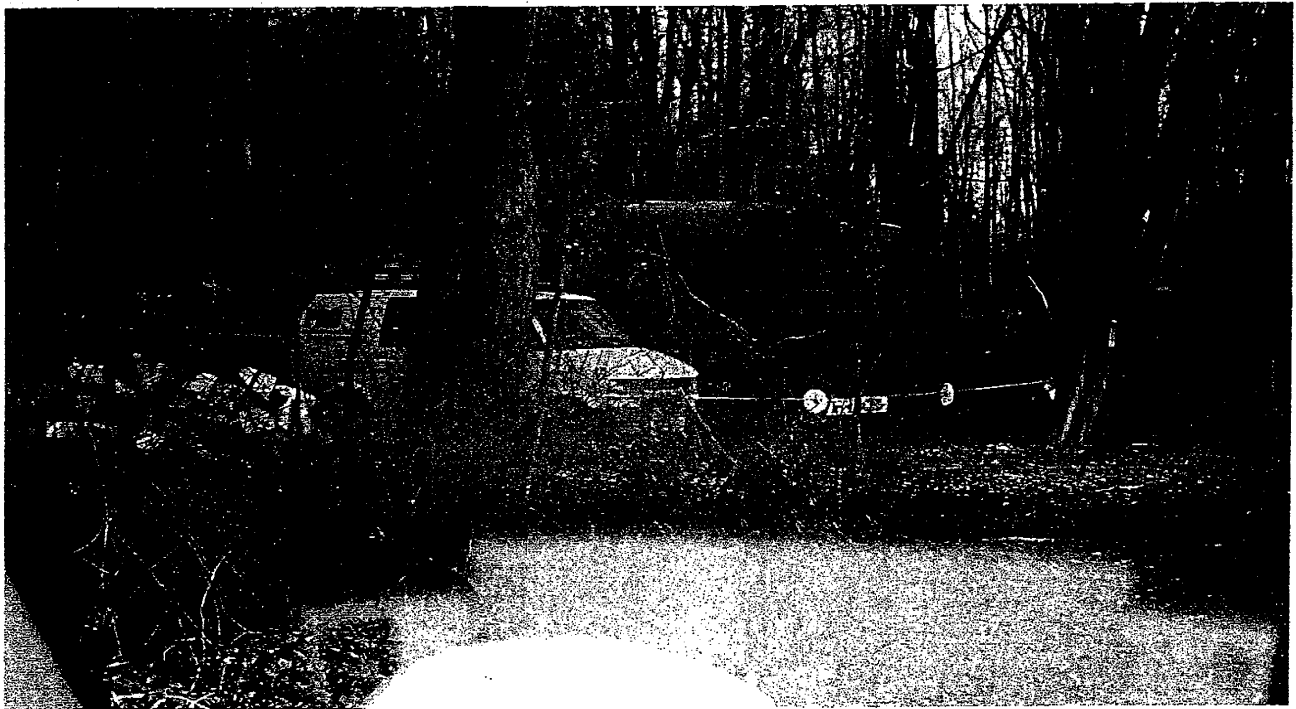
The Montgomery County Fire Department needs to be called and apprised of the situation due to the tremendous amount of wood and dry vegetation that is commercially produced there everyday in an area that is not commercially zoned. Steve Houston runs a noisy generator with large bright flood lights late at night to cut commercial wood and mulch for his lawn business. This area is not zoned for a commercial wood cutting operation. He also breeds cats and dogs for sale on this property.

Not only is Steve Houston violating the well and septic codes, but he is also violating housing and fire codes. The trees and dry vegetation from the lawn business is a serious fire hazard to the area not counting the diesel fuel stored in the bus.

This serious situation needs the attention of not only well and septic, but also of housing, fire and zoning departments. All of the departments need to drive out to the site and see the situation first hand. They all need to come and see the hazardous situation that exists on Trundle Rd. Enclosed please find some pictures of county violations.

Sincerely,
Concerned Citizens of Trundle Road





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Report Date 01/26/2005 10:15 AM

Submitted By

Page 1

Service # 199916178
Problem Z17 ZONING-RES-LANDSCAPING
Address 17900 TRUNDLE RD
DICKERSON MD 20842-0000

copy of complaint
6/2004

Call Date 06/09/2004 11:49
Taken By CARRS CARRETERO, SYLVIA
Source

Priority HIGH
Responsibility
Project
Budget #

Duration of Call 00:00
of Calls 2

Customer Contact Requested

Service Request Progress

Schedule (resolved)
Inspect Inspected from 10/14/2004 10:28 AM to 10/14/2004 10:28 AM by MARTI JAMES MARTIN.
Resolve Resolved at 10/14/2004 01:28 PM with code CLOSE CLOSED.

Location
Area Sub-Area
District Map #
Parcel
Template Type A/P #

Primary Caller

Name ANONYMOUS
First,MI
Address
City
State/Province
Country Foreign
E-Mail
Day Phone
Call Date 06/09/2004 11:49
Comments
Title
ZIP/PC
Reference #
Evening Phone
Taken By CARRS

Writer states Mr. Steve Houston lives in a large MCI bus on Trundle Road. He constantly runs a noisy generator and due to the open space it can be heard from miles away. Generator runs from 6:00 pm to mid morning. The property is being used as a dump site for his lawn business. Piling large amounts of tree stumps and brush. Writer states it creates a serious fire hazard due to large amount of standing timber on Trundle Road and the diesel fuel stored in the large bus.

Call List

Name MILTON
First,MI ROBERT,
Address
City
State/Province
Country Foreign
E-Mail
Day Phone (301)827-1742 x
Call Date 10/06/2004 09:44
Comments
Title
ZIP/PC
Reference #
Evening Phone
Taken By GANTH

this call was never resolved this was dated back in the first week of June 2004. This is the second request for this property. Would like a call back please.

Comments

An inspection of the property revealed that it was for sale. Ralph Cellog 258-4291. Inspection revealed that there was a fence in front of the property with fence permit. Bus was present along with a van MD M-83660. The van had advertisement for Pro Mow landscaping 240-418-0464. Mr. Houston stated that i was the eight inspector to visit the property. He stated that Jerry Burgess from housing visited the property. Pete of Building referred the case too me. I spoke with the owner Mr. Huston. He stated that he lives at 16637 South Westlawn Drive Gaithersburg, Maryland with a Mr. Lance Smith. The MCI bus was present. The property is zoned RD1. Bus permitted/ May live in it 7 day a month./ Truck and trailer OK. Close

Hansen Information Technologies - Version 7.6 (DPS_PROD_32)

File Application Review Inspection Customer Report Mgmt.Rpts Window Help

Property Browser

Address: 17900 TRUNDLE

Parcel: 17900 TRUNDLE RD DICKERSON MD

- Addresses
 - 17900 TRUNDLE RD DICKERSON MD
 - Parcels
 - 41421
 - Permits/Licenses/Cases
 - Customer Calls
 - #343172 FENCE
 - Service #199916178
 - Contacts
 - HOUSTON, STEVEN R

Service #: 199916178 Rec Date: 10/14/2004

Problem: ZONING-RES-LANDSCAPING

Address: 17900 TRUNDLE RD DICKERSON MD 20842-0000

Location: HOUSTON, STEVEN R

Customer Call

start Permit Center Home ... Hansen Information T... Inbox - Microsoft Out... 10:25 AM Wednesday 1/6/2005