

ATTACHMENT 15

Emails from individuals regarding tree clearing

Johnsen, Douglas

From: Roger Erickson [REDACTED]
Sent: Wednesday, May 24, 2006 6:49 PM
To: Johnsen, Douglas
Subject: further input from Trundle Road

Hi Doug,

My name is Wally Stoner and I live across the street from Roger Erickson. I don't currently have access to email, so I'm sending this from his terminal.

Regarding the tree cutting on Trundle Road:

- 1) Our recollection is that at least 2 truck loads of logs were transported past our house, coming out Trundle from the direction of the disputed property. The time frame was between July 15 and August 15.
- 2) An unusually large number of rental trucks carrying earthmovers, bobcat mini-tractors, and other heavy equipment traveled up and down Trundle and past our yard, in the first 2 weeks of August.

call us anytime with further questions, at 301-972-8692

regards, Wally Stoner

Johnsen, Douglas

From: [REDACTED]
Sent: Friday, May 26, 2006 12:11 PM
To: Johnsen, Douglas
Subject: Re: trundle

Re: 17900 Trundle Road

When Steve Houston sold the property he owned at 17900 Trundle Road, (as I recall it was July) he called me right before he left for the last time to say he was concerned that he may not have been able to get all his cats from the property. I told him I would check the property a few times to ensure any cats that were still there were captured and got homes. (Steve did not tell me where he was going or how to contact him)

I did visit the property about four to five times in late summer. Although I cannot give a specific date, my recollection is that it was in late July and early August. I can confirm that when Steve Houston sold the property, it was primarily a wooded lot with the exception of an approximate 100' x 100' section where he had parked his bus and two large caged areas that he had built for his cats in the wooded area. To get beyond his bus, or the front of the property, you had to travel on a small trail that wound through the property. If you deviated from that small trail, you got wet as there were several small streams running throughout the property and areas where the water just sat. When I went to the property to look for cats, i always wore rubber boots as it was extremely wet throughout the property. Having been through and graduated from an Outward Bound Survival School, and having spent much of my solo in a marsh area, many of the plants on Steve's property were very familiar to me as they comprised many meals while at Outward Bound: cattails (roots) and arrowhead. There were also numerous ferns that i associate with wetlands.

I did not witness the cutting of any trees from the property. I did witness that nearly every weekend beginning late August, trucks with heavy equipment were going and coming. Some of these trucks were from a rental company. I did ask some of the neighbors on the street what the new owners of the property were doing. One of the neighbors, Mrs. Leak, told me the man who purchased the property told Dr. leak he was going to build a house and live there with his family. I was amazed as i felt that building on the property would be impossible given the overall wet conditions of the land.

On September 7th, I left for New Orleans as a member of an animal rescue team for the Humane Society of the US. When i returned the first time on September 12, while walking my dogs, i was shocked to see that several of the trees had been cut down on the property. It appeared they were making space for a large home site. Before i returned to New Orleans, I spoke to several of the neighbors and asked how was it possible they could build a home there. The Stoners, the Leaks, Bill Davis and the Ericksons were all surprised that the land was being cleared and that the new owner could build there. I was told by two of the neighbors that the new owner did not have any permits...for cutting the trees, for disruption to the wetlands or for a septic.

I did not see the property again until mid winter...January-February. I remember my shock to see the entire site bare of all trees. It also appeared that the numerous small streams had been diverted into one central water flow area. The large culvert that went below the road way, seemed to have been altered. Although it was winter, there was virtually no vegetation on the site that had once been extremely overgrown with plants, ferns and numerous trees.

I personally did not see the person/persons cutting the trees down or diverting the water, however, I can state without reservation, that when Steve Houston sold the property, it was wooded, largely a wetlands area, and undisturbed with the exception of 3 large cages Steve had built for his cats in the woods and a small area in front where he had parked his bus.

Ellie Trueman
18401 Trundle Road
Dickerson, Maryland

5/26/2006

ATTACHMENT 16

**Montgomery County Forest Conservation Law, Sections 22A-16 and
22A-17 in effect at the time the forest clearing violation occurred**

disturbing activities and afforestation or reforestation to determine the level of compliance with the forest conservation plan; and

(3) The third inspection should take place at the end of the maintenance agreement 2-year time period.

(d) *Other inspections.* The Planning Department may conduct other inspections or meetings as necessary to administer this Chapter, including an inspection to confirm a forest stand delineation.

(e) *Required notifications.*

(1) At least 2 working days before commencement of any land disturbing activities associated with the forest conservation plan, a person must notify the Planning Department. The Planning Department must coordinate its inspection, and any pre-construction conferences, with the Department of Permitting Services to avoid inconsistent directives in the field relating to the forest conservation plan and sediment control activities.

(2) At least 2 working days before completion of afforestation and reforestation plantings, a person must notify the Planning Department so that the Department may schedule the second inspection under paragraph (c)(2) of this Section. (1992 L.M.C., ch. 4, § 1)

Sec. 22 A-16. Penalties and other remedies.

(a) *Class A violation.* Violation of this Chapter or any regulations adopted under it is a Class A violation. Notwithstanding Section 1-19, the maximum civil fine is \$1,000. Each day a violation continues is a separate violation under this Chapter.

(b) *Enforcement authority.* The Maryland-National Capital Park and Planning Commission has primary enforcement authority under this Chapter. Administrative enforcement actions are to be initiated by the Planning Director in accordance with this Article.

(c) *Civil actions.* The Commission may bring any civil action authorized to the County under Section 1-19 to enforce this Chapter or any regulation adopted under it. A civil action may also be brought to enforce a forest conservation plan and any associated agreements and restrictions or to enforce an administrative order. These remedies are in addition to any remedies that the Commission or County may initiate under state or local law to enforce the terms of a regulatory approval which incorporates a forest conservation plan.

(d) *Administrative civil penalty.*

(1) In addition to other remedies provided under this Article, a person who violates this Chapter, any regulations adopted under it, a forest conservation plan, or any associated agreements or restrictions is liable for an administrative civil penalty imposed by the Planning Board. This civil penalty may not exceed the rate set by the County Council, by law or resolution, but not less than the amount specified in Section 5-1608(c) of the Natural Resources Article of the Maryland Code. Each day of a violation is a separate violation.

(2) In determining the amount of the civil penalty, or the extent of an administrative

order issued by the Planning Director under Section 22A-17, the Planning Board or Planning Director must consider:

- (A) the willfulness of the violations;
- (B) the damage or injury to tree resources;
- (C) the cost of corrective action or restoration;
- (D) any adverse impact on water quality;
- (E) the extent to which the current violation is part of a recurrent pattern of the same or similar type of violation committed by the violator; and
- (F) other relevant factors.

The Board or Director may treat any forest clearing in a stream buffer, wetland, or special protection area as creating a rebuttable presumption that the clearing had an adverse impact on water quality.

(3) The reasons for imposing a civil penalty must be provided in a written opinion of the Planning Board and included in its administrative order.

(e) *Fund*. Money collected under this Section must be deposited into the forest conservation fund. (1992 L.M.C., ch. 4, § 1)

Sec. 22A-17. Corrective [[orders]] actions.

(a) *Administrative order*. At any time, including during an enforcement action, the Planning Director may issue an administrative order requiring the violator to take [[corrective action]] one or more of the following actions within a certain time period^{[[. The corrective action may include an order to]]}:

- (1) stop the violation;
- (2) stabilize the site to comply with a reforestation plan;
- (3) stop all work at the site;
- (4) restore or reforest unlawfully cleared areas; ^{[[or]]}
- (5) submit a forest conservation plan for the property;
- (6) place forested or reforested land under long-term protection by a conservation easement, deed restriction, covenant, or other appropriate legal instrument; or
- (7) submit a written report or plan concerning the violation.

(b) *Effectiveness of order*. An order issued under this Section is effective ^{[[immediately,]]} according to its terms, when it is served. (1992 L.M.C., ch. 4, § 1)

Sec. 22A-18. Plan suspension and revocation.

Grounds for action. After notice to the violator and opportunity for a hearing has been provided under Section 22A-20(d), the Planning Board may suspend or revoke a forest conservation plan if it determines that any of the following has occurred:

- (a) failure of a violator to post or maintain the financial security instrument required

ATTACHMENT 17

M-NCPPC exemption letter from platting requirements

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

Attachment 18

**Maryland Department of the Environment (MDE)
Field Reports**

**Maryland Department of the Environment
Western Division - Hagerstown
33 West Franklin Street
Suite 302
Hagerstown, MD 21740**

Field Inspection Report by: Rich Wolters

Permit / Approval Numbers:

Inspection Date: 11/18/2005

Facility Address: 17900 Trundle Road
Dickerson, MD 20842

Site Name: PAF 06-1090 17900 Trundle
Road

Site Status: Currently Inactive

Permit Type: Non-Tidal Wetlands

Site Condition: Noncompliance

Contact(s): Anthony Mereos, Owner
Bill Limpert, MDE/WMA
Compliance
Bob Cooper, MDE/WMA
NTW&W

Recommended Action: Continue routine investigation
Issue complaint & order
Refer to Division Chief

Evidence Collected: VISUAL OBSERVATION

Inspection Reason: PAF Follow-up

Follow-up for PAF#: 06-1090

INSPECTION FINDINGS

Investigation conducted on 11/17/05 at subject site with above referenced individuals to re-evaluate site and determine whether property clearing and grading has impacted any regulated/jurisdictional nontidal wetlands. An initial site investigation was completed on 9/23/05 during dry weather conditions and with no representative vegetation remaining to identify because of site grading. A further review of the National Wetlands Inventory Map, Montgomery County Soil Survey, and field analysis completed on 11/17/05 (of soils, vegetation, and hydrology) indicate that Mr. Mereos' property is indeed a regulated nontidal wetland. Site is currently in violation of Title 5 of The Annotated Code of Maryland Environment Article for conducting unauthorized work in a nontidal waterway, and for conducting a regulated activity in a nontidal wetland without a permit - specifically clearing and grading over an acre of nontidal wetlands. These referenced violations of Title 5 of the Environment Article carry both Civil and Criminal Penalties. Previously disturbed area is now encompassed with silt fence and has been stabilized. However, site needs to be restored to its original (pre-site grading and clearing) condition. This needs to be accomplished by initially having nontidal wetlands, nontidal wetland buffers and the 100-year floodplain delineated throughout the site by a qualified consultant. A site restoration plan needs to be submitted to MDE Water Management Administration Nontidal Wetlands and Waterway Division's Permits Section within 60 days for review. Restoration plan should be drafted by a qualified consultant. Plan will need to address; bringing disturbed site back to original grade/elevations - to include the stream channel, replanting site with representative plant species that were removed during clearing/grading operation in conjunction with Maryland National Capital Parks and Planning Commission requirements, and the removal of trees piled up in the stream channel from site clearing and grubbing operation. No further work is to be conducted in the regulated area until all violations have been resolved and all appropriate permits have been obtained.

Permit / Approval Numbers:

Inspection Date: 11/18/2005

Facility Address: 17900 Trundle Road
Dickerson, MD 20842

Be advised that MDE/WMA will review this incident and forward it to its Enforcement Division for possible action.

Inspector:

Richard Walters
Rich Wolters

Received by:

[Signature]

Maryland Department of the Environment
Western Division - Hagerstown
33 West Franklin Street
Suite 302
Hagerstown, MD 21740

Field Inspection Report by: Rich Wolters

Permit / Approval Numbers:

Inspection Date: 1/30/2006

Facility Address: 17900 Trundle Road
Dickerson, MD 20842

Site Name: PAF 06-1090 17900 Trundle
Road

Site Status: Active - No work today

Permit Type: Non-Tidal Wetlands

Site Condition: Noncompliance

Contact(s): Anthony Mereos, Owner
Rick Watson, MO CO DPS
Tracey McCleaf, US ACOE

Recommended Action: Refer to Division Chief

Evidence Collected: VISUAL OBSERVATION

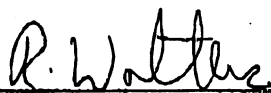
Inspection Reason: Violation Follow-up

Follow-up for Viol. #: 06-1090

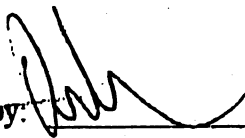
INSPECTION FINDINGS

Inspection this date on subject complaint site conducted in response to citizen's concerns that dirt is being brought onto Mr. Mereos' property and spread without authorization. My investigation today finds this to be the case. Photo numbers 1, 2, 3, and 4 show that approximately four to six truckloads of dirt have been brought onto Mr. Mereos property and spread. Mr. Mereos property is a regulated nontidal wetland and the site is not approved for any site disturbance or fill operation. I contacted and spoke with Mr. Mereos who stated that he did not advise anyone to bring dirt onto his property. I also contacted the owner of the Bobcat loader that was sitting on Mr. Mereos property to try and determine responsible parties, however, I could only leave a message on the answering machine. Project was previously sited for violations of Title 5-906 of the Annotated Code of Maryland, Environment Article for conducting regulated activity in a nontidal wetland without a permit. The current on site fill operation constitutes an additional violation of the Environment Article referenced above. All recently deposited material needs to be removed from site and taken to a location approved for erosion and sediment control. Be advised that Maryland Department of the Environment, Water Management Administration will review these violations and forward them to its Enforcement Division for possible action.

Inspector:


Rich Wolters

Received by:



MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard • Baltimore Maryland 21230 -1708
(410).537-3000 • 1-800-633-6101 • http://www.mde.state.md.us

SITE COMPLAINT

SITE COMPLAINT NUMBER: SC-O-06-0233

Date issued: 01/31/06

NAME OF VIOLATOR: Anthony Mereos

ADDRESS: P.O. Box 206

CITY: Poolesville MD 20837-0206

TELEPHONE: 301-518-4735

FACILITY NAME : Anthony Mereos property, 17900 Trundle Road, Dickerson MD 20842

PERMIT:

VIOLATION TYPE: Non-tidal Wetlands; Article – Environment, Section 5-906.

Waters & Waterway; Article – Environment, Section 5-503

SPECIFICALLY: Cleared and grubbed trees were pushed and piled into a stream channel, stream channel depth has been altered (excavated). A regulated nontidal wetland in excess of an acre in area was cleared, grubbed, and graded without having permit approval. Imported dirt has been brought onto site and spread in the regulated non-tidal wetland area. All site work/disturbance in the 100-year floodplain, non-tidal wetlands, and non-tidal wetlands buffer areas was conducted without required authorization.

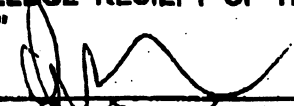
YOU ARE HEREBY ADVISED THAT THE FOLLOWING CORRECTIVE ACTIONS ARE NEEDED. COMPLIANCE WITH THE CORRECTIVE ACTIONS CONTAINED HEREIN DOES NOT PRECLUDE THE DEPARTMENT FROM IMPOSING FURTHER REQUIREMENTS. IN ADDITION, THE DEPARTMENT RESERVES THE RIGHT TO IMPOSE SANCTIONS OR PENALTIES FOR THE UNDERLYING VIOLATION(S).

Have regulated nontidal wetlands, nontidal wetland buffers, and 100-year floodplain delineated throughout the site in order to implement a site restoration plan. Generate site restoration plan by a qualified consultant and submit it for review to the Maryland Department of the Environment Nontidal Wetlands and Waterway Division within 60 days. Restoration plan should address bringing disturbed site back to original grade/elevations – to include stream channel, replanting site with representative plant species that were removed during clearing/grading operation in conjunction with Maryland National Capital Parks and Planning Commission's requirements, and the removal of trees piled up in the stream channel from site clearing and grubbing operation. Also, remove imported dirt from site. No further work is to be conducted in the regulated area until all violations have been resolved and all appropriate permits have been obtained.


THE ABOVE DESCRIBED VIOLATION(S) MAY RESULT IN THE DEPARTMENT SEEKING LEGAL SANCTIONS AGAINST YOU, INCLUDING THE IMPOSITION OF CIVIL AND/OR CRIMINAL PENALTIES. CONTINUATION OF THE VIOLATION(S) OR FAILURE TO TAKE THE CORRECTIVE ACTIONS DESCRIBED ABOVE MAY RESULT IN ADDITIONAL SANCTIONS OR PENALTIES FOR THE UNDERLYING VIOLATION(S).

PLEASE BE ADVISED THAT YOU ARE ENTITLED TO A HEARING BEFORE THE ADMINISTRATION AS A RESULT OF THIS ORDER. IF YOU WISH TO SCHEDULE A HEARING ON THIS MATTER, THE ADMINISTRATION MUST BE SO NOTIFIED IN WRITING WITHIN TEN (10) DAYS.

"I HEREBY ACKNOWLEDGE RECIEPT OF THIS SITE COMPLAINT BY MY SIGNATURE, WHICH IS NOT AN ADMISSION OF GUILT."

PERSON ISSUED TO: 

TITLE: Owner

ISSUED BY: 

PHONE: 301-665-2893

Inspector Name

AUTHORIZED BY: Kendl P. Philbrick
Secretary
Department of the Environment

Maryland Department of the Environment
Western Division - Hagerstown
33 West Franklin Street
Suite 302
Hagerstown, MD 21740

Field Inspection Report by: Rich Wolters

Permit / Approval Numbers:

Inspection Date: 4/7/2006

Facility Address: 17900 Trundle Road
Dickerson, MD 20842

Site Name: PAF 06-1090 17900 Trundle
Road

Site Status: Active - No work today

Permit Type: Non-Tidal Wetlands

Site Condition: Corrections needed

Contact(s): Anthony Mereos, Owner

Recommended Action: Continue routine investigation

Evidence Collected: VISUAL OBSERVATION

Inspection Reason: Follow-up(Non-Compliance)

INSPECTION FINDINGS

Inspection this date on subject site conducted as a follow-up to a site meeting on 3/21/06 where the sequence of operations for tree removal from the waterway was discussed. Currently, the majority of all trees have been removed from the waterway and hauled off site. The access road was extended to the existing silt fence along the west end of the site for access. Several wood chip piles have been established throughout the tree removal area for final stabilization once operation has been completed. All that remains to be removed from previously piled trees is stump and root material. Mr. Mereos called and advised on 4/5/06 that the operator's equipment had broken down and that the operator will be back in three to four days to complete the work. To complete this portion of the site restoration work (tree removal from the waterway), remove remaining stump and root material from the site, spread wood chips over disturbed area from tree piling and removal operations, and remove stone and filter fabric that was placed for site access. I will continue follow-up investigations.

Inspector:

R. Wolters
Rich Wolters

Received by: _____

Forward to Anthony Mereos 5/1/06
RW

Attachment 19

U.S. Army Corps of Engineers Field Report and Letter



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MD 21203-1715

⊕ Mr. Merros has no knowledge of where fill material came from or who discharged and stabilized

REPLY TO
ATTENTION OF
Operations Division

Subject: CEASE AND DESIST / RESTORATION ORDER ⊕

Issued To: Anthony Merros Phone: () _____
Address: PO Box 286
Parkville, MD 20877

On 1/31/06 an investigation was conducted and confirms that a violation of law has occurred.

You have discharged approximately 7200 cu ft of fill material in wetlands adjacent to an unnamed tributary to Broad Run. Prior to fill discharge approximately 1.8 acres of wetlands had been cleared and the tributary impacted as detailed in correspondence dated 27 JAN 2006 (enclosed).

at your property, located near 17900 Trumble Road, near Parkville
in _____ Township, Montgomery County, MD

Any work performed, including the placement of fill material in waters of the United States or in adjacent wetlands without prior approval by the Department of the Army, constitutes a violation of Section 10 of the River and Harbor Act, Section 404 of the Clean Water Act, _____; or both.

You are hereby ordered to stop any further work at this or any other location in navigable waters or Waters of the United States, including wetlands, without compliance with the law.

Violations of Section 10 and/or Section 404 are subject to prosecution by the Attorney General of the United States.

Enforcement Officer Tracy McCleat Phone # 410-962-6029
Date 1/31/06 Time _____

Resolution / Restoration Required submit restoration plan in accordance with Montgomery County rules and planning and NRE requirements.
This plan should be submitted within 60 days of the date of this notice.

Received by [Signature] Date _____ Time _____

I have read and agree to perform the restoration as outlined above (and/or on attachment A).
Date: _____

I have read the restoration outlined above (and/or on attachment A), but do not agree to perform the work.
Date: _____

⊕ This letter is a follow-up action for Cease and Desist order dated 1/27/06.
(Copy Tracking # 200600909)



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 1716
BALTIMORE, MD 21203-1716

JAN 27 2006

Operations Division

Mr. Anthony Mereos
Post Office Box 206
Poolesville, Maryland 20837

Dear Mr. Mereos;

This is in reference to CENAB-OP-RMS(MEREOS, ANTHONY)06-00909-19. A recent field investigation disclosed that you have cleared approximately 1.8 acres of forested, nontidal wetlands adjacent to an unnamed tributary to Broad Run, waters of the United States, channelized approximately 300 linear feet of the unnamed tributary to Broad Run and deposited woody debris in an additional 200 linear feet of the same tributary. The work is located on your property at 17900 Trundle Road, Dickerson, Montgomery County, Maryland.

Records in this office indicate that neither a Department of the Army permit nor a letter of permission authorizing this work was issued by this office. The placement of fill material in waters of the United States or in adjacent wetlands without prior approval of plans by the Department constitutes a violation of Section 404 of the Clean Water Act.

No further work is to be performed at this or any other location in a navigable waterway or in wetlands without compliance with the law. Violations of Section 10 are subject to prosecution by the Attorney General of the United States.

If you have any questions concerning this matter, you may call Ms. Tracy McCleaf of this office at (410) 962-6029.

Sincerely,

Sandra A. Zelen
Enforcement Program Manager

cc: Rich Wolters, MDE Hagerstown Office
USEPA, Attn: Jeff Lapp
USFWS
DNR

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MD 21203-1715

MAY 24 2006

Operations Division

Mr. Anthony Mereos
Post Office Box 206
Poolesville, Maryland 20837

Dear Mr. Mereos:

This is in reference to CENAB-OP-RMS(MEREOS, ANTHONY)06-00909-19 and a letter you received from this office dated January 27, 2006, detailing unauthorized work in waters of the United States, including adjacent wetlands, on your property at 17900 Trundle Road, Poolesville, Montgomery County, Maryland.

In response to a report that ditches had been recently dug on the property, we inspected the site on May 22, 2006. During this inspection, we noted at least two new ditches on the property. **These ditches should be filled back in immediately.**

In order to continue moving towards resolution of the violations on-site you are required to:

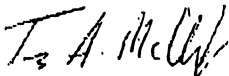
1. Submit a restoration plan detailing and sequencing fill removal, grading, stream channel restoration, site stabilization and plantings **no later than June 30, 2006.**
2. All on-site restoration work, including planting, is to be **completed by November 30, 2006.**

Your cooperation in providing the restoration plan and performing the restoration work will be considered in the final determination of action on this matter. You are requested to indicate your acceptance of the conditions by signing and dating the statement below and returning it to us in the enclosed postage paid envelope within 15 calendar days of the date of this letter. An additional copy of this letter is also enclosed for retention in your records. If we do not receive your response within this time, we will assume you do not intend to perform the restorative work and we will proceed to resolve the violation through alternate enforcement procedures.

-2-

If you have any questions concerning this matter, please call Ms. Tracy McCleaf of this office at (410) 962-6029.

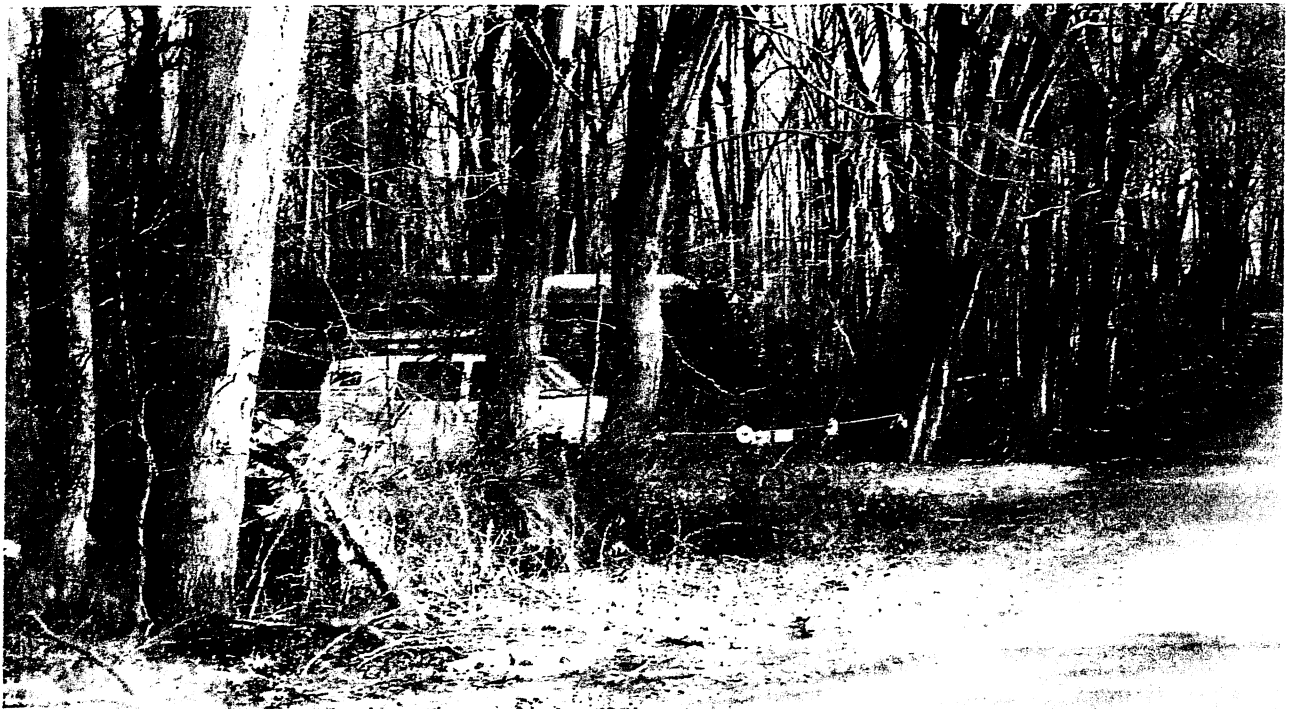
Sincerely,


Sandra A. Zelen
Enforcement Program Manager

Enclosures

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

I have read and understand the conditions in this letter. I agree to provide the information and perform the work as required.



Fady 1



Fady 2



Fig 3



Fig 4



Fig 5



Fig 6



Fig 7

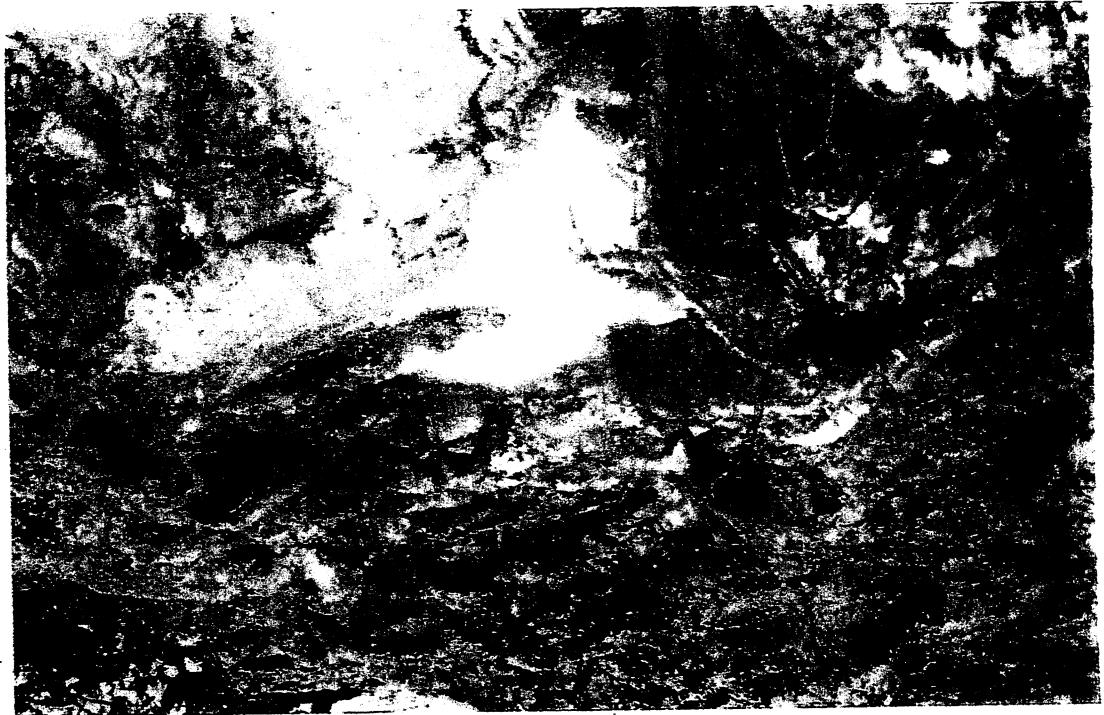


Fig 8

ATTACHMENT B

Response by Mr. Anthony Mereos to staff report

MCP-CTRACK

From: MCP-CTRACK
Sent: Thursday, June 29, 2006 2:36 PM
To: Krasnow, Rose
Cc: Pugh, Carolyn; Daniel, Debra; Flanagan, Debbie; Hamer, Faroll; Daring, Marcia; Blackman, Jason; MCP-CTRACK
Subject: CTRACK #2006-0894 - Mereos
Importance: High

CTRACK ROUTING SLIP
MONTGOMERY COUNTY PLANNING BOARD
CHAIRMAN'S OFFICE

File Number:	2006-0894	Date Received:	6/29/2006
Correspondence Type:	Letter	Date Of Letter:	N/A
Agenda Date:	N/A		
To:	Derick Berlage		
From:	Shawn C. Whitaker		
Description:	Anthony Mereos' Response to M-NCPPC Staff Report		
Transmitted To:	Director and Chairman		
Action For:	Krasnow, R		
Copies To:	Pugh, C; Daniel, D; Flanagan, D		
Date Due:	N/A		
Remarks From Chairman's Office:			
	For staff action		

RECEIVED
0894
JUN 29 2006

OFFICE OF THE CHAIRMAN
THE MARYLAND NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

**RESPONSE TO
MONTGOMERY COUNTY DEPARTMENT OF
PARK AND PLANNING STAFF REPORT**

By

ANTHONY MEREOS

I. INTRODUCTION.

Anthony Mereos ("Mereos") is submitting this Response to the Staff Report as requested by the Board at the June 15, 2006 hearing.

On June 26, 2005, Mereos entered into a contract to purchase the property located at 11900 Trundle Road, Dickerson, MD. (the "Property"). *See contract of sale for vacant lot attached as Exhibit 1.* Prior to entering into the contract, Mereos attempted to visit the Property, but visited the wrong location. *See Mereos affidavit attached as Exhibit 2.* On June 26, 2005, Mereos visited the Property and observed that the west side of the Property was cleared. *See Id.* Also, Mereos observed generators, animal cages, lights and wiring, piles of cut wood, branches, and hay. On July 5, 2006, Mereos received a letter from the Montgomery County Department of Parking and Planning stating that the "property is eligible for construction of one (1) single-family residential dwelling..." *See letter attached as Exhibit 3.* On July 15, 2005, Mereos closed on the Property and became the owner, together with his wife, of the Property. *See Deed attached as Exhibit 4.*

Between the date of closing and September 1, 2005, Mereos spent a majority of time in Puerto Rico and Miami, Florida visiting family. Mereos did not visit the Property again until the middle of August when he went to clean the Property. At that time, Mereos saw that the east side of the Property was cleared. Thereafter, on September 1, 2006, Mereos received a call from Rick Watson from DPS and visited Mr. Watson at the Property. DPS issued a notice of violation and two (2) civil citations to Mereos.

At the September 1, 2006 meeting with Mr. Watson, Mr. Watson directed Mereos to clean, stabilize and install a silt fence on the Property. Between August 19, 2005 and September 2, 2005, Mereos rented equipment from United Rentals to clean and stabilize the Property. Mr. Mereos removed 8-10 trees to have access to clean the Property.

On October 4, 2005, Mereos met with M-NCPPC and DPS at the site. M-NCPPC gave Mereos a civil citation.

On October 13, 2005, Mereos requested a trial on M-NCPPC citation. *See attachment 4 to staff report.* To date, Mereos has received no notice of a trial on the citation.

On October 20, 2005, MDE issued Mereos a general permit for construction activity on the Property. *See permit attached as Exhibit 5.* On October, 21, 2005, Mereos applied for a sediment control permit. Mereos paid \$407.00 for the permit. *See Application details and receipt attached as Exhibit 6.* Currently, the Montgomery County website shows the application as pending. At the June 15, 2006 hearing before the board, Douglas Johnsen provided Mereos the application marked as denied. This was the first time that Mereos learned that his application was denied. *See application attached as Exhibit 7.*

On December 20, 2005, the District Court of Maryland for Montgomery County issued an Order of Abatement. *See Order attached as Exhibit 8.*

As evidenced in the MDE inspection report of April 7, 2006 attached to the Staff Report, Mereos removed the trees from the waterway, hauled the trees from the Property and stabilized the Property.

Mereos has submitted an affidavit as Exhibit 2 together with this Response.

II. DISCUSSION.

A. Identification of Responsible Parties.

The County Planning Board raised the question as to whether the Contract Purchaser is still responsible for the clearing of a forest if done by the Seller of the Property and/or is the fee simple owner responsible if the clearing of the forest is done by others merely because one is the owner of the property. We do not believe the County Planning Board would or should hold the Contract Purchaser and/or fee simple owner responsible under the provisions of Chapter 22A if the loss of the forest were due to storms or fire caused by nature because the Contract Purchaser and/or fee simple owner were not the party responsible for such loss. Similarly, it would be not be equitable and/or legal to hold the Contract Purchaser liable for the acts of the Seller and/or the fee simple owner for the acts of third parties neither the Contract Purchaser and/or fee simple owner did not authorize. Between the date of signing of the contract and the date of closing, a purchaser does not own the property but merely has contractual rights to purchase the property. A contract purchaser has no additional rights with regards to the property. The Contract of Sale states that the "risk 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."

We also believe the provisions of Chapter 22A also support such a conclusion. The provisions of Chapter 22A of the Montgomery Code. Section 22A-16(d)(1) of the Montgomery County Code, entitled "Penalties and other remedies. Administrative civil penalty" provides:

(d)(1) In addition to other remedies provided under this Article, a person who violates this Chapter, any regulations adopted under it, a forest conservation plan, or any associated agreements or restrictions is liable for an administrative civil penalty imposed by the Planning Board...." (emphasis added)

No one testified before the County Planning Board nor wrote to the County Planning Board claiming that Mereos cleared the Property. Indeed, the Planning Board's own inspector stated that he was not advised by anyone that they had observed Mereos clearing the forest nor had he observed Mereos clearing the forest and that he had not visited the property before Mereos took ownership of the property.

Mr. Stoner's email, Attachment 15 to the Staff Report, does not state that Mereos cleared the Property. Mr. Stoner's email states that he saw trucks of logs between July 15, 2005 (conveniently the same day as the Mereos' closing) and August 15, 2005. Mr. Stoner does not recall the exact dates and he never saw Mereos clearing the Property. It should also be noted that counsel for Mereos attempted to phone Mr. Stoner, who failed to return counsel's phone call.

Ms. Trueman's email, Attachment 15 to the Staff Report, states she "did not witness the cutting of any trees on the Property." Ms. Trueman does verify that the prior

owner did clear at least a portion of the Property. Also, she states that she was in New Orleans, Louisiana between September 7, 2005 and September 12, 2005. She visited the Property on September 12, 2005 and she "was shocked to see that several trees had been cut down on the Property." She continues y stating that she did not visit the Property "again until mid winter...January-February." At that time she was shocked because the entire site was bare of all trees. This recollection is in direct contradiction to the site visits and observations of governmental inspectors in early September, who state that the Property was cleared at that time.

On the other hand, Mereos has provided testimony at the hearing and in the attached affidavit stating that he was responsible for removing 8-10 trees and he was not responsible for the clearing of 1.79 or 1.9 acres. The only other witness who appeared and was questioned before the Board and offered first-hand testimony regarding the property was Robert M. Wojchiechowski, the property owner directly across from Mereos. Mr. Wojchiechowski testified that the Property was cleared before Mereos owned the Property.

Mereos owns 1.79 acres although staff has cited Mereos for clearing 1.9 acres. If the County Planning Board fines Mereos because he was the fee simple owner when the Property was cleared, then the County Planning Board could only fine Mereos for 1.79 acres.

Indeed, documentation shows that work was done and some of the property was cleared in 2004. On May 4, 2004, Montgomery County issued a fence permit to the Property owner to construct a fence on the Property. *See permit record attached as Exhibit 9.* The April 2004, attachment 12 to the Staff Report, clearly shows a trailer visible from the aerial photograph. No trees obstruct the view of the trailer.

Accordingly, the County Planning Board does not have any evidence before it to allow it to factually conclude as a matter of law that Mereos is "the person who violated Chapter 22A, any regulations adopted under it, a forest conservation plan or any associated agreements or restrictions."

B. Penalties and Enforcement Action.

In response to other sections of the staff report we have the following comments not as an admission of responsibility but as a response to the allegations and/or staff recommendations:

As evidenced by the letters attached to the Staff Report, Mereos attempted to work with the County to clean, stabilize, and reforest the Property. However, Staff was at no time willing to recommend a reduced or no fine to the County Planning Board. Therefore, Mereos availed himself of a hearing as he did not clear 1.79 or 1.9 acres of forest.

As previously stated, Mereos does not own 1.9 acres and such should not be fined for clearing 1.9 acres. Mereos has since the notice of violation (1) done no clearing [stopped the violation]; (2) stabilized the site; and has (3) stopped all remedial work at the site. Mereos attempted to submit a written report concerning the violation and a plan to reforest the Property. Again, Staff was unwilling to work with Mereos and Mereos diverted his limited resources to preparing for the County Planning Board hearing.

C. Recommended Planning Board Action.

Staff recommends a fine of \$1.00 per square foot, or a total of \$83,000.00. This requested fine is unjust and inequitable.

In 2004, Dan Snyder cut down 2.5 acres of trees without a permit and was fined \$37,000.00 by the County Planning Board.

In 2001, a property owner at the intersection of River and Chapel Roads, ordered the complete clearing of 1.24 acres of forest and 2.54 acres of understory trees and shrubs without a permit. He paid a \$1000 fine and agreed to pay a penalty of \$21,600.00 or to spend an equal amount protecting existing forest or reforesting another site. He eventually paid \$15,300 to reforest an off-site area. *See newspaper articles attached as Exhibit 10.*

As seen from the foregoing examples, the fine being sought against Mereos is excessive and is out of all proportion to the fines the County Planning Board has assessed or agreed to with the property owners. Mereos was willing to take responsibility as the Property owner, not as the "person who violates this Chapter," to develop a plan to reforest the Property as requested. It seems that the Staff and/or the County Planning Board also could have worked with Mereos towards reforestation of the Property. Mereos purchased the Property for \$65,000.00, and the fines sought are far in excess of the value of the Property.

The Staff Report at page 9 references a conversation between Mereos and Mr. Etheridge. Mereos did have a conversation with Mr. Etheridge regarding building a home on the Property. This was approximately the same time Mereos received the July 5, 2005 letter from M-NCPPC stating that the Property is eligible for construction of a single family home. Mereos was doing his due diligence, and in no way does his conversation with Mr. Etheridge indicate that Mereos cleared the Property.

Mereos denies digging trenches on the Property. The Staff Report accuses Mereos of continuing to work on the Property. However, Mereos was clearly directed and admits to cleaning and stabilizing the Property.

The Staff Report states that Mereos was involved in prior tree clearing action. However, no one has been able to provide a citation or notice of infraction involving Mereos. Mereos explained to the Planning Board that it was the developer/builder of his home and the homes of his neighbors in the same development who were subject of

enforcement actions. Mereos denies being party of any previous tree clearing action and stating that Mereos was involved in such a prior action is simply prejudicial. No fines or assessments have been imposed against Mereos.

III. CONCLUSION.

We respectfully request that the County Planning Board reject its staff's report and recommendations and not impose any fine against Anthony Mereos. He denies clearing, or being responsible for the clearing, of the Property. The Code only allows a fine to be assessed against a violator, which requires a finding by the County Planning Board, that Mereos cleared, or was responsible for the clearing. In the event that the County Planning Board assesses a fine against Mereos, we believe that the recommendation by the Staff is much greater than any fines imposed against owners who have much greater assets and who cleared significantly more than 1.79 acres of trees.

CERTIFICATE OF SERVICE

I HEREBY certify that on this 27th day of June, 2006, a copy of the foregoing response was served, via over-night delivery, on the Montgomery County Department of Park and Planning, C/O Derick Berage, 8787 Georgia Avenue, Silver Spring, MD 20910.



Shawn C. Whittaker



Greater Capital Area Association of REALTORS®, Inc.
CONTRACT OF SALE FOR VACANT RECORDED LOT/LAND/PARCEL

For Sale of Unimproved Farmland and Acreage, use this Contract with
GCAAR Form #1306A

GCAAR Form 1306A is Attached [] Yes [] No

This SALES CONTRACT ("Contract") is made on June 26, 2005 ("Contract Date") between
Anthony A & Ruth M Mercas ("Purchase") and Steven R Houston ("Seller")
hereby confirm and acknowledge by their initials and signatures below the prior disclosure that in this real estate transaction
Re Max Realty Group ("Listing Company"), represents the Seller,
("Selling Company"), represents [] the Purchaser OR [] the Seller.
Listing Company and Selling Company are collectively referred to as ("Broker"). (If the brokerage firm is acting as a
representative for both the Seller and the Purchaser, then the appropriate disclosure form is attached to and made a part of this Contract.)

Property Description: For and in consideration of the mutual covenants herein, Seller agrees to sell and Buyer agrees to buy
property legally described as Parcel # 120, Tax Plat 6579/363, Lot
Block, Subdivision Williams Reserve, and/or Liber, Folio
Tax Account Number 160300081821 also known as 17900 Trundle Rd
State MD, Zip Code 20877, consisting of 1.79 acres/square feet more or less, located
Dickerson, Maryland, including any fencing, existing trees, shrubbery and plants on subject property as now
installed, unless otherwise specified in the contract, upon the following terms of sale:

1. PURCHASE INFORMATION

a. Purchase Price. THE PURCHASE PRICE OF THE PROPERTY IS \$ 65,000. If the purchase price
is to be adjusted after a survey, which shall be paid by certified treasurer's or cashier's check, an addendum must be attached hereto.
the deposit exceeds the down payment, any excess of the deposit shall apply first to Buyer's settlement costs and the balance shall
be refunded to Buyer at settlement.

b. Deposit. Deposit has been received from Buyer with this Contract in the form of CHECK in the amount
\$ 5,000 which shall be applied to the purchase price. The entire deposit, receipt of which is acknowledged
Broker, shall be held by Broker/Escrow Agent and deposited in an escrow account in accordance with the Maryland Real Estate
Brokers Act (or with the appropriated jurisdictional law) upon ratification of this Contract by both Buyer and Seller.

c. Transferable Development Rights (TDRs). Seller warrants and represents that there are 0 TD
of which will transfer with the Property. (Montgomery County Code Division 59-C-9 as defined in Montgomery County
Code § 59-A-2.1).

d. Jurisdictional Addendum. IF THIS CONTRACT IS FOR PROPERTY LOCATED OUTSIDE OF MONTGOMERY
COUNTY, A JURISDICTIONAL CLAUSE ADDENDUM SHALL BE ATTACHED, IF APPLICABLE. Jurisdictional Clause
Addendum attached: [] Yes [X] No.

2. SETTLEMENT. Seller and Buyer are required and agree to make full settlement in accordance with the terms hereof on or before
July 29, 2005, or as soon thereafter as a report of the title and a survey, if required, can be secured if promptly
ordered.

3. FINANCING.

a. First Trust (to be placed or assumed). Buyer is to N/A a first deed
trust in lender's usual form secured by said property of \$ due in years and bearing interest
at the rate of % per annum, or the maximum rate prevailing at the time of settlement, payable at approximate
\$ per month, PLUS one-twelfth (1/12) of annual taxes and any insurance required by lender.

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b. **Second Trust or Seller Take Back.** If secondary or Seller financing is applicable, an addendum detailing the terms thereof is attached.

c. **Subordination.** In the event that Seller has agreed to accept a deferred purchase money note and deed of trust as payment under this Contract, Seller hereby agrees to subordinate the lien of the Deferred Purchase Money Deed of Trust to the lien of a bona fide mortgage or deed of trust, in an amount not to exceed \$ N/A, obtained by Buyer for the purpose of providing funds for the development of the Property.

d. **Financing Application.** Buyer placing financing (regardless of type) agrees to make application and file supplemental information or papers later requested by the lender.

e. **Loan commitment.**

- 1). This Contract is contingent on Buyer securing a written commitment for the financing described in the Contract and lender's approval of assumption, if required, and providing written Notice to Seller of commitment or approval within N/A calendar days of this Contract ("Specified Time Period"), which commitment or approval Buyer agrees to pursue diligently.
- 2). In the event the Buyer does not obtain financing within the Specified Time period then at any time after the expiration of the Specified Time Period, but prior to the delivery of said notice of commitment for financing, Seller may, at sole discretion, by written notice to Buyer, declare this Contract null and void.
- 3). In the event the Seller declares the Contract null and void, it shall become null and void at 8 p.m. on the third business day, (Monday - Friday, excluding federally designated holidays), following Seller's written notice to Buyer unless prior to said date and time:
 - A) Buyer delivers to Seller a written commitment for financing; or
 - B) Buyer removes the financing contingency of this Contract and provides the Seller with evidence of ability to perform under the terms of this Contract.
- 4). If the Buyer satisfies or removes the financing contingency prior to this Contract becoming null and void pursuant to this paragraph, this Contract shall remain in full force and effect.
- 5). It is further understood and agreed that in the event the Buyer obtains a written rejection for the specified financing and delivers a copy of said rejection to Seller, this Contract shall become null and void and Buyer's deposit shall be refunded.

f. **General Provisions.**

- 1) **BUYER:** Buyer hereby authorizes Agent to disclose and deliver to Seller or any lender the credit information provided to Agent by Buyer. In the event the buyer will assume Seller's mortgage loan, interest, insurance and escrows existing encumbrances shall be prorated to the date of settlement. In the event there is any increase in the lender's origination or discount fees then Buyer agrees to pay any increase in said fees. At the Buyer's sole discretion, the lender's origination or discount fees agreed to be paid by Seller may be converted to a dollar equivalent credit which shall be applied as directed by Buyer and as allowed by lender.
- 2) **SELLER:** Seller agrees to comply with reasonable lender requirements.
- 3) In the event that mortgages are used rather than deeds of trust, the word "mortgage" shall be substituted for "deed of trust" herein automatically.
- 4) If the Contract provides for the assumption of existing trusts, it is understood that the balance of such trusts and the cash down payment are approximate.
- 5) Trustees in all deeds of trust are to be named by the parties secured thereby.
- 6) Seller shall allow inspections of all of the property and furnish any pertinent information required by Buyer or lender in reference to obtaining a loan commitment.

g. **Sale of Other Real Estate.** Neither this Contract nor the lender's obligation to make a loan to Buyer referred to herein shall be conditioned or contingent in any manner upon the sale and/or settlement of any other real estate owned by Buyer unless an Addendum to this Contract which provides for such condition or contingency for the sale and/or settlement of other real estate owned by Buyer is attached to this Contract. Unless this Contract is expressly contingent upon the sale and/or settlement of any real estate owned by Buyer, Buyer shall not apply for or accept a loan commitment which is contingent upon or which otherwise requires that a real estate owned by Buyer shall first be sold and/or settled as a pre-condition to such loan.

h. **TIME IS OF THE ESSENCE WITH REGARD TO THIS PARAGRAPH.**

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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 SHARI 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 record, merchantable and insurable subject, 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.

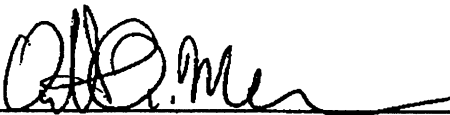
15. SUBDIVISION PLAT. Buyer acknowledges receipt of an entire copy of the single recorded subdivision plat prior to execution of this Contract. If the property is located in a subdivision on which an individual sewage disposal system has been or will be installed, Buyer hereby confirms that the Buyer 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

6/26/05
Date

[Signature]
Buyer

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 each 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 (Seal)
Date

[Signature] 6/26/05
Buyer Date

Seller (Seal)
Date

[Signature] 6/24/05
Buyer Date

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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.

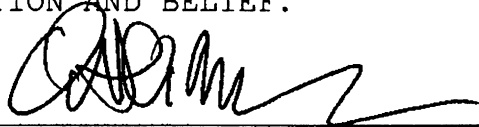
11. I had never heard of the Forest Conservation Law until October 7, 2005, when Douglas Johnsen informed me of the Law and handed me written information related to the Law. I never learned about the Law from any matter relating to Golden Eagle Court, Burtonsville, MD. I was aware of an enforcement action 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