Preliminary Plan 1-97056
NAME OF PLAN: KENTSDALE ESTATES

On 01-21-97, MS. VERA CHAWLA submitted an application for the approval of a preliminary plan of subdivision of property in the RE2 zone. The application proposed to create 7 lots on 20.07 ACRES of land. The application was designated Preliminary Plan 1-97056. On 05-22-97, Preliminary Plan 1-97056 was brought before the Montgomery County Planning Board for a public hearing. At the public hearing, the Montgomery County Planning Board heard testimony and received evidence submitted in the record on the application. Based upon the testimony and evidence presented by staff and on the information on the Preliminary Subdivision Plan Application Form attached hereto and made a part hereof, the Montgomery County Planning Board finds Preliminary Plan 1-97056 to be in accordance with the purposes and requirements of the Subdivision Regulations (Chapter 50, Montgomery County Code, as amended) and approves Preliminary Plan 1-97056, subject to the following conditions:

STAFF RECOMMENDATION: Approval, subject to the following:

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

(2) Submit a revised plan depicting a minimum of 30 feet of side yard area between the proposed dwelling units on lot 5 and 6 and their common boundary line with proposed lots 2 and 3

(3) Prior to MCPB release of building permits, submit for technical staff approval a clearing/grading and house location plan

(4) Record plat to reference all conservation easement areas including the 50 foot forested buffer located along the eastern property line (excluding the public utility easement)

(5) Dedication for Willowbrook Drive (70 feet) as shown on Master Plan

(6) Access and improvements as required and approved by MCDPW&T memo dated March 13, 1997
(7) Record plat to reference all common ingress/egress easements

(8) Other necessary easements

(9) This preliminary plan will remain valid until June 28, 2000 (37 months from the date of mailing, which is May 28, 1997). Prior to the expiration of this validity period, a final record plat for all property delineated on the approved preliminary plan must be recorded or a request for an extension must be filed.
The subject Natural Resources Inventory/Forest Stand Delineation Plan has been reviewed by the Environmental Planning Division to determine if it meets the requirements of Chapter 22A of the Montgomery County Code (Forest Conservation Law). The following determination has been made:

RECOMMENDATIONS:

X Approvals. Forest Conservation Plan may be submitted. (Approval may be subject to confirmation of floodplain and wetlands delineation at later planning stages.)

X Comments: Please pick up a copy of the current NRI/FSD Review Application Form next time you're in our office, and use the new form in the future.
TO: Joe Davis/Malcolm Shaneman  
Development Review Division

SUBJECT: Preliminary Forest Conservation Plan # 1-97056  
Preliminary/Site Plan Kentsdale Estates  
Date Recd 4/20/98  
NRI/FSD # 4-97035

The subject Forest Conservation Plan Planning Division to determine if it Montgomery County Code (Forest Conser has been made:

SUBMISSION ADEQUACY

X Adequate as submitted  
___ Inadequate for evaluation. The following items must be submitted:
   _ Forest Conservation Plan Drawing _ Forest Conservation worksheet
   _ Approved NRI/FSD Map _ Development Program
   _ Justification for afforestation/reforestation method
   _ Qualifications of Preparer(s) _ Long term protection methods
   ___ Other

RECOMMENDATIONS

___ Disapprove for reasons cited in comments below.  
___ Revise according to the comments specified below.  
X Approve subject to the following conditions:
   X Required site inspections by M-NCPPC monitoring staff (as specified in "Trees Technical Manual")
   X Approval of the following items by M-NCPPC staff prior to DEP issuance of the sediment and erosion control permit:
   X Tree Protection Plan
   ___ Afforestation/Reforestation Planting Plan
   ___ Submittal of financial security to M-NCPPC prior to clearing or grading.
   X Record plat to show appropriate notes and/or easements. Agreements must be approved by M-NCPPC staff prior to recording plats.
   ___ Maintenance agreement to be reviewed and approved by M-NCPPC staff prior to first inspection of planted areas.
   ___ Other

X Comments: 1) Final Forest Conservation Plan to be submitted on final grading plan. 2) Forest Conservation easements to be plat recorded as Category I (no mowing or other disturbance allowed). 3) Adjusted easements as submitted on 4/20/98 appear acceptable.

SIGNATURE: Carol Martin  
Environmental Planning Division

DATE: 5/04/98

cc: GLW, Kevin Foster  (fax: 301-421-4186)
CONSERVATION EASEMENT AGREEMENT

Category I

DEFINITIONS

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

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

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

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

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

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

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

WITNESSETH

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

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

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

the Planning Board approved Grantor's Plan conditioned upon Grantor subjecting the property to be developed ("Property") or a portion of the property to be developed to a conservation easement pursuant to the provisions of Montgomery County Code Chapter 50 (Subdivision Regulations), and/or Chapter 59 (Zoning Ordinance); and

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

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

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

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

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

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

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

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

3. No plant materials (including, but not limited to brush, saplings, undergrowth, or non-woody vegetation) shall be mowed or cut down, dug up removed or destroyed unless removed pursuant to the terms and conditions of an approved forest management plan. Noxious weeds (limited to weeds defined as "noxious" under Maryland State or Montgomery County laws or regulations and "exotic or invasive plants" in the Montgomery County Trees Technical Manual) may be removed as required by law or according to an approved management plan, but the method of removal must be consistent with the limitations contained within this Agreement. Vegetation removal shall be limited to noxious, exotic or invasive weeds only, and protective measures must be taken to protect nearby trees and shrubs.

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

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

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

   a. Construction, excavation or grading (except for afforestation and reforestation efforts conducted in compliance with an approved forest conservation plan).

   b. Erection of any building or structural improvements on or above ground, including (but not limited to) sheds, dog pens, play equipment and retaining walls.

   c. Construction of any roadway or private drive.

   d. Activities which in any way could alter or interfere with the natural ground cover or drainage
(including alteration of stream channels, stream currents or stream flow).

e. Industrial or commercial activities.

f. Timber cutting, unless conducted pursuant to a forest management plan approved by DNR.

g. Location of any component of a septic system or wells.

h. Excavation, dredging, or removal of loam, gravel, soil, rock, sand and other materials.

i. Diking, dredging, filling or removal of wetlands.

j. Pasturing of livestock (including horses) and storage of manure or any other suit.

k. Alteration of stream.

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

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

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

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

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

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

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

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

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

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

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

* * * * * * * * * * *

This is to certify that the within instrument has been prepared under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Michele Rosenfeld
Associate General Counsel
M-NCPCC
December 30, 1994

Clerk of the Circuit Court
Judicial Center
50 Courthouse Square
Rockville, Maryland 20850

Dear Clerk:

Please record among the Land Records of Montgomery County, Maryland the attached conservation easement on behalf of The Maryland-National Capital Park and Planning Commission. The Commission is a state-created agency authorized to buy, sell and otherwise dispose of real property interests pursuant to Article 28 of the Annotated Code of Maryland and therefore is exempt from transfer and recording fees.

Your cooperation in this regard is appreciated.

Sincerely,

[Signature]

William E. Gries
Land Acquisition Specialist

WG/kb
/ackrk.txt/
FOR MONTGOMERY COUNTY, MARYLAND, the undersigned issuer, being duly authorized, states that:

On January 14, 2016, the recipient of this NOTICE, Diana Epstein, states that:

who represents the property owner, Diana Epstein, states that:

is notified that a violation of the Montgomery County Forest Conservation Law (Chapter 22-A) exists at the following location: 10501 Willowbrook Drive; Kentlands Estates Lot 38, Rockville, Maryland.

<table>
<thead>
<tr>
<th>Plan No.</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>11970560</td>
<td>Violations of Category I Conservation Easement Agreement</td>
</tr>
</tbody>
</table>

VIOLATION:

- Failure to hold a required pre-construction meeting.
- Failure to have tree protection measures inspected prior to starting work.
- Failure to install or maintain tree protection measures per the approved Forest Conservation or Tree Save plan.

- Failure to comply with terms, conditions and/or specifications of an approved Forest Conservation plan or Tree Save plan, or as directed by Forest Conservation Inspector
- Failure to obtain an approved Forest Conservation plan or Tree Save plan prior to cutting, clearing, or grading 5,000 square feet on a property of 40,000 square feet or greater.

- Failure to comply with reforestation or afforestation requirements of a Forest Conservation Plan.

- Failure to obtain written approval for a fence permit prior to installing a fence that passes through or around a conservation easement.
- Other: Structural improvement activities that interfere with natural ground cover and drainage violations of Liber 13178 Folio 418

Failure to comply with this NOV by [ ] may result in i) issuance of a citation, ii) issuance of a Stop Work Order, and/or iii) issuance of a Notice of Hearing to appear before the Planning Board for appropriate Administrative Action. Recipient is to call the inspector at [ ] when the corrective action is complete. The following corrective action(s) must be performed as directed and within any time frames specified below:

- Stake out limits of disturbance (LOD) and contact Forest Conservation Inspector for a pre-construction meeting.
- Install tree protection measures and/or tree care as directed by Forest Conservation Inspector.
- Submit required application for compliance with Chapter 22A of the County Code. Contact Environmental Planning at 301-454-4540.
- Cease all cutting, clearing, or grading and/or land distributing activity. Approval from Forest Conservation Inspector is required to resume work.
- Schedule a pre-planting meeting with the Forest Conservation Inspector prior to the reforestation of afforestation planting.

- Schedule and attend a meeting with staff to determine appropriate corrective action to be performed by a date certain. Failure to complete the corrective action by the date assigned may result in i) issuance of a citation, ii) issuance of a Stop Work Order, and/or iii) issuance of a Notice of Hearing to appear before the Planning Board for appropriate Administrative Action.

Other:

MNCPPC Inspector: Stephen Peck

Printed Name: Stephen Peck
Signature: Stephen Peck
Date: 01/14/16

RECEIVED BY:

Printed Name: [ ]
Signature: [ ]
Date: [ ]

Sent certified mail
Proposed Category II Conservation Easement Area

Existing Category I Conservation Easement Area

General Notes

1. This plan is a limited amendment to Preliminary Plan 1199706B, approved by the Planning Board (resolution dated May 22, 1997). Lot 36, Block D, is the subject of this amendment.

2. The source of topographic information shown herein is based on a survey survey prepared by Rodgers Consulting, Inc. in April, 2016.

3. There are no wetlands, marshes, or 1932 flood plain within Lot 36, Block D.

4. No rock, coal, gravel, or abandoned mine areas were observed on the property.

5. The area of land subject to this amendment is 123.5 SF or 276 SF.

6. Forest Conservation Law requirements are met through lot thinning.

7. This amendment to Preliminary Plan 1199706B is limited to the removal of the Category I conservation easement.

8. The Conservation easement on the property has been approved by the Montgomery County Planning Department and Planning Board to be sufficient for the purposes of the site plan application.

9. This application is not binding on any property not mentioned in Note 1.

10. Photographic information and aerial property lines are from Montgomery County GIS.

11. The clearing, lighting, and irrigation, masonry materials and site features within the proposed Category II Conservation Easement are to remain within the same area. The maintenance of these features is to be done in a manner that does not pose a hazard.

12. Surveyor’s Certification is being provided for the Limited Preliminary Plan Amendment.

13. Landscape Architect’s Sheet is provided for Forest Conservation Plan Amendment.

SITE DATA

- TOTAL AREA OF PROPERTY: 123.5 SF
- TOTAL AREA OF EXISTING CATEGORY I CONSERVATION EASEMENT AREA TO BE RELEASED: 276 SF
- TOTAL AREA OF PROPOSED CATEGORY II CONSERVATION EASEMENT AREA: 16.849 SF

Surveyor’s Certification

"A true and accurate plan of land and boundaries as the same is shown on the Said Plan. This plan was prepared in accordance with the Department of the Interior, Bureau of Land Management, Manual of Instructions, Section 3.1, 11-14-1990."

Date: 11/17/2016
Signature:

DIANA EPSTEIN
RODGERS CONSULTING
KENTSDALE ESTATES
LOT 36, BLOCK D
ELECTION DISTRICT NO. 10
MONTGOMERY COUNTY, MARYLAND

LIMITED PRELIMINARY PLAN & FOREST CONSERVATION PLAN AMENDMENT NO. 1199706B