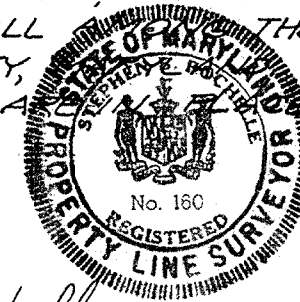


PLAT NO. 13188  
**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT, THAT IT IS PART OF THE LAND CONVEYED FROM JOHN E. QUIXLY, TRUSTEE, TO MERHL L. MAYNE (DECEASED), ETAL, BY DEED DATED MAY 13, 1966 AND RECORDED IN LIBER 3512 FOLIO 100; AND ALSO BEING PART OF THAT LAND CONVEYED FROM THE NATIONAL PARK SEMINARY CO. ETAL TO MERHL L. MAYNE ET UX, BY DEED DATED FEB. 17, 1957, AND RECORDED IN LIBER 2315 AT FOLIO 579; AND ALSO BEING PART OF THE LAND CONVEYED BY MERHL L. MAYNE, ET UX, TO KENT C. MAYNE, ET UX, BY DEED DATED JULY 7, 1961 AND RECORDED IN LIBE 2864 AT FOLIO 258, ALL THE LAND RECORDS OF MONTGOMERY COUNTY, AND THAT IRON PIPES MARKED THUS-O-WHERE SHOWN.



DATE Oct 20, 1980 BY Stephen B. Rochelle  
STEPHEN B. ROCHELLE  
REG. P.L.S. MD. # 160

**OWNER'S DEDICATION**

WE MARY H. MAYNE, WIDOW, EDWARD F. MAYNE, AND JOSEPHINE L. MAYNE, HIS WIFE AND KENT C. MAYNE, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON HEREBY ADOPT THIS PLAN OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, DEDICATE THE STREET TO PUBLIC USE, GRANT PUBLIC UTILITY, STORM DRAINAGE AND SLOPE EASEMENTS AS SHOWN. SLOPE EASEMENTS SHALL BE EXTINGUISHED AFTER ALL REQUIRED PUBLIC IMPROVEMENTS ABUTTING SAID EASEMENTS HAVE BEEN LAWFULLY COMPLETED AND HAVE BEEN ACCEPTED FOR MAINTENANCE BY MONTGOMERY COUNTY, MARYLAND OR ANY OTHER APPROPRIATE PUBLIC AGENCY.

THERE ARE NO SUITS OF ACTION, LEASES, LIENS OR TRUSTS ON THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION. EXCEPT A CERTAIN DEED OF TRUST AND THE PARTIES IN INTEREST THERETO HAVE BELOW INDICATED THEIR ASSENT.

8/30/80 Edward F. Mayne Mary H. Mayne  
DATE WITNESS MARY H. MAYNE  
8/30/80 Mary H. Mayne Edward F. Mayne  
DATE WITNESS EDWARD F. MAYNE  
8/31/80 Edward F. Mayne Josephine L. Mayne  
DATE WITNESS JOSEPHINE L. MAYNE  
8/31/80 Mary H. Mayne Kent C. Mayne  
DATE WITNESS KENT C. MAYNE  
10/20/80 Kent C. Mayne Patricia L. Mayne  
DATE WITNESS PATRICIA L. MAYNE  
I HEREBY ASSENT TO THIS PLAN OF SUBDIVISION  
DATE 9/2/80 FEDERAL LAND BANK  
Garvin E. Tankersley, Jr.  
WITNESS GARVIN E. TANKERSLEY, JR.

BLOCK A  
LOTS 1-5, 24-27 and Outlots A, B, C, D, E, F, G, P, Q, R, S  
**FAIRHILL**  
LAYTONSVILLE ELECTION DISTRICT #1  
MONTGOMERY COUNTY, MARYLAND

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

24019010048002 PLAT ONE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
MONTGOMERY COUNTY, MARYLAND  
APPROVED 7 October 1980

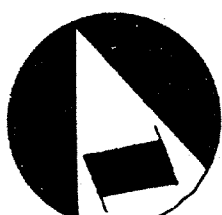
James S. Baker  
DIRECTOR

**CURVE DATA**

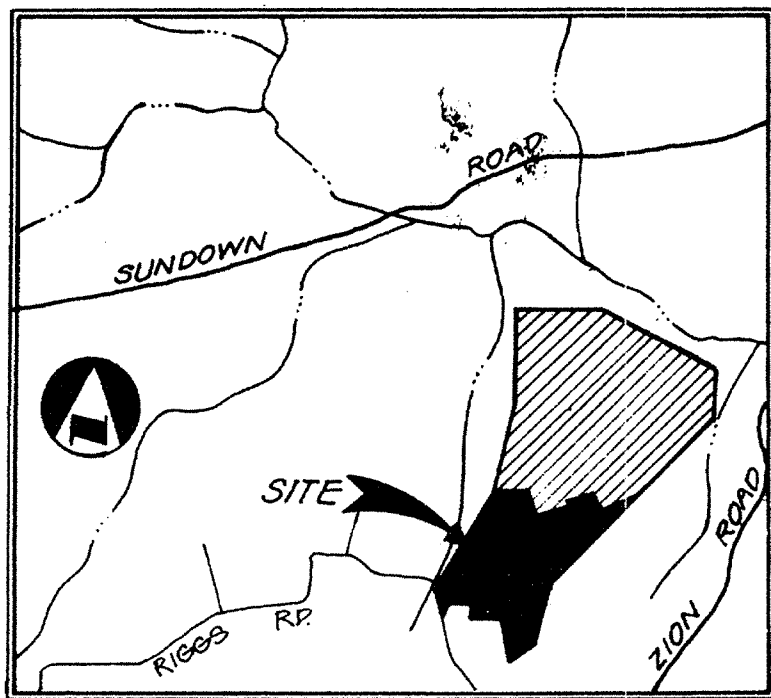
#	RADIUS	ARC	Δ	CH. BEARING	CHORD	TAN.
1	476.74	202.95	31°36'06"	N43°19'46"W	259.35	134.91
2	226.86	73.01	18°26'20"	S32°54'38"W	72.70	36.83
3	194.84	102.35	77°09'34"	N02°10'13"E	243.00	155.42
4	260.00	391.00	86°09'50"	N57°46'06"E	355.18	243.15
5	517.18	455.37	45°12'14"	N37°17'18"E	443.65	240.28
6	363.70	447.87	70°33'10"	N21°36'45"E	470.11	257.30
7	423.70	521.72	70°33'20"	S21°36'45"W	489.41	299.75
8	517.18	408.04	45°12'14"	S37°17'18"W	397.54	215.30
9	320.00	481.23	86°09'50"	N57°46'06"E	437.15	299.26
10	134.84	181.83	77°09'34"	N62°16'13"E	168.17	107.56
11	226.86	107.63	21°29'44"	S34°26'19"W	107.00	54.45

I HEREBY CERTIFY THAT THE FILM POSITIVE BEING MADE OF THIS RECORD PLAT IS AN ACCURATE REPRESENTATION AT A SCALE OF 1"=100'

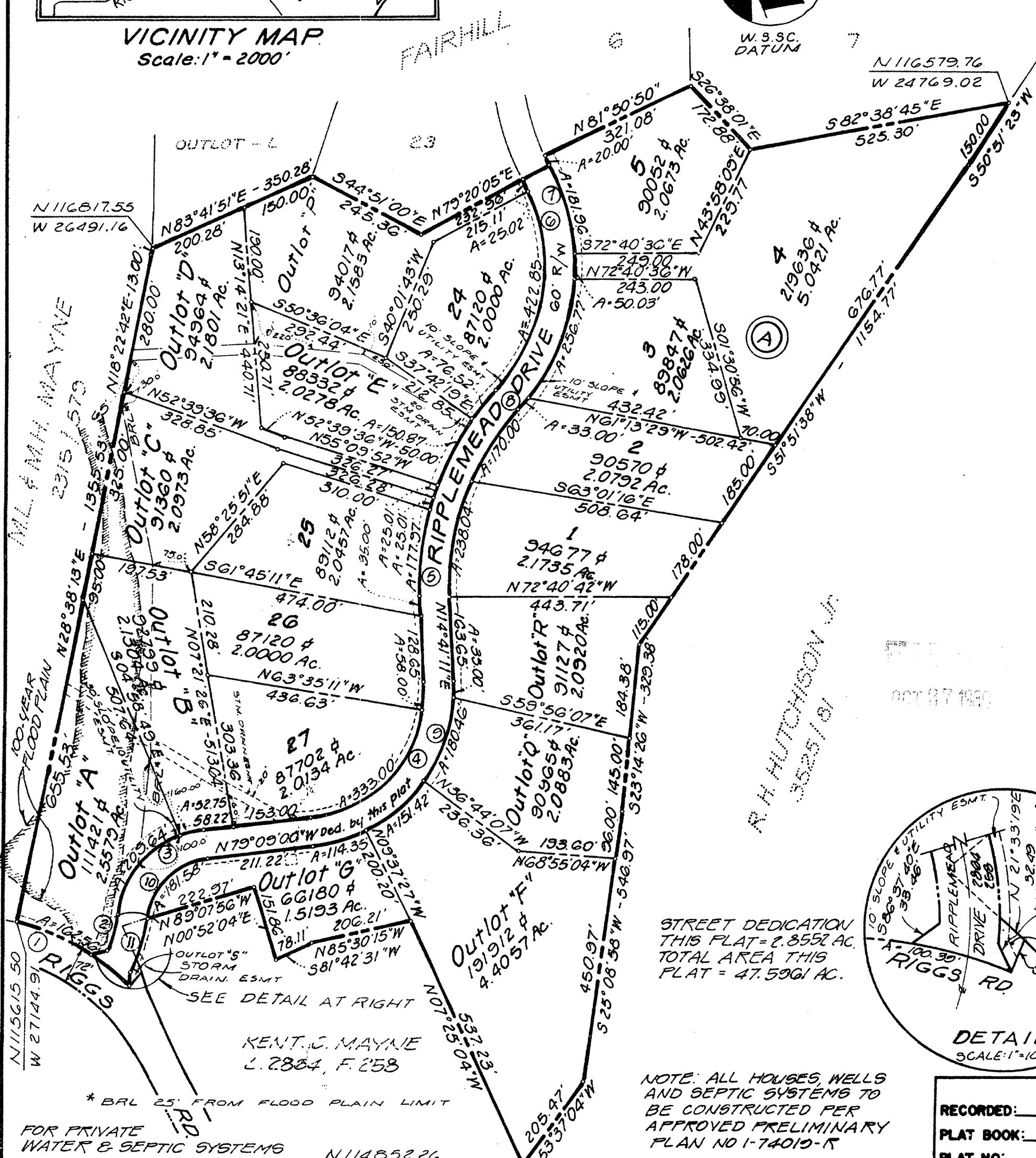
Stephen B. Rochelle



W. 83 C. DATUM



VICINITY MAP  
Scale: 1" = 2000'



STREET DEDICATION  
THIS PLAT = 2.8552 AC.  
TOTAL AREA THIS PLAT = 47.5961 AC.

NOTE: ALL HOUSES, WELLS AND SEPTIC SYSTEMS TO BE CONSTRUCTED PER APPROVED PRELIMINARY PLAN NO I-74019-R

RECORDED:  
PLAT BOOK:  
PLAT NO:

MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
MONTGOMERY COUNTY PLANNING BOARD  
APPROVED JANUARY 24, 1980  
Rayetta A. Edwards CHAIRMAN  
A. Edward Navarre SECRETARY - TREASURER  
M.N.C.P. & P.C. RECORD FILE NO. 538-69

MONTGOMERY COUNTY, MARYLAND  
DEPARTMENT OF TRANSPORTATION  
APPROVED 12 SEPTEMBER 1980  
Anthony L. Kelly DIRECTOR

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
MONTGOMERY COUNTY, MARYLAND  
APPROVED 7 October 1980  
James S. Baker DIRECTOR





Date of mailing: July 17, 1996  
**Attachment 2**

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

8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

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

**MONTGOMERY COUNTY PLANNING BOARD**

**OPINION**

Preliminary Plan 1-96071  
NAME OF PLAN: FAIRHILL

On 02-09-96, BOZZUTO DEVELOPMENT CO. , submitted an application for the approval of a preliminary plan of subdivision of property in the RDT zone. The application proposed to create 5 lots on 20.20 ACRES of land. The application was designated Preliminary Plan 1-96071. On 07-11-96, Preliminary Plan 1-96071 was brought before the Montgomery County Planning Board for a public hearing. At the public hearing , the Montgomery County Planning Board heard testimony and received evidence submitted in the record on the application. Based upon the testimony and evidence presented by staff and on the information on the Preliminary Subdivision Plan Application Form attached hereto and made a part hereof, the Montgomery County Planning Board finds Preliminary Plan 1-96071 to be in accordance with the purposes and requirements of the Subdivision Regulations (Chapter 50, Montgomery County Code, as amended) and approves Preliminary Plan 1-96071, subject to the following conditions:

- (1) Compliance with the conditions of approval for the preliminary forest conservation plan. Applicant must meet all conditions prior to recording of plat(s) or MCDEP issuance of sediment and erosion control permit, as appropriate
- (2) Applicant and/or developer to provide a copy of a disclosure statement pertaining to the adjoining "outlots". Statement shall outline the possibility of development on the property in the future. A copy of disclosure statement to be provided to all perspective home buyers prior to contract ratification
- (3) Conditions of Health Department approval dated 7/1/96
- (4) Necessary easements
- (5) This preliminary plan will remain valid until August 17, 1999 (37 months from the date of mailing which is July 17, 1996). Prior to the expiration of this validity period, a final record plat for all property delineated on the approved preliminary plan must be recorded or a request for an extension must be filed.



\*SP6, SP7, SP8 DO NOT MEET FOREST CRITERIA  
 MA 8/21/01

Project name: Fairhill NSO File No.: 88103 06-Jun-96

**Preliminary FOREST CONSERVATION WORKSHEET**

A. Total area of tract:	128.7 ac.
B. Area within 100 year flood plain:	2.9 ac.
C. Area of land to be used for agriculture:	0.0 ac.
D. Area within NSO or RCDOT row/shoulder responsibility:	0.0 ac.
E. Net tract area:	125.8 ac.
F. Land use category:	SE-2
G. Afforestation threshold:	20 % of net tract area = 25.2 ac.
H. Conservation threshold:	25 % of net tract area = 31.5 ac.
I. Existing forest cover:	47.1 ac.
J. Forest cover above afforestation threshold:	21.9 ac.
K. Forest cover above conservation threshold:	15.6 ac.

**CALCULATION OF BREAK-EVEN POINT**

L. Break even point:	34.6 ac.
M. Forest area to be retained:	20.7 ac.
N. Total area of forest to be cleared:	25.4 ac.

**CALCULATION OF AFFORESTATION REQUIREMENT**

P. Afforestation requirement:	0.0 ac.
-------------------------------	---------

**CALCULATION OF REFORESTATION REQUIREMENT**

Q. Area of forest above conservation threshold to be cleared:	15.6 ac.
R. Area of forest below conservation threshold to be cleared:	10.8 ac.
S. Forested area above conservation threshold to be saved:	0.0 ac.
T. Planting required for clearing above threshold:	3.9 ac.
U. Planting required for clearing below threshold:	21.5 ac.
V. Credit for forest saved above conservation threshold:	0.0 ac.
W. Total reforestation requirement:	25.4 ac.

**TOTAL PLANTING REQUIREMENT**

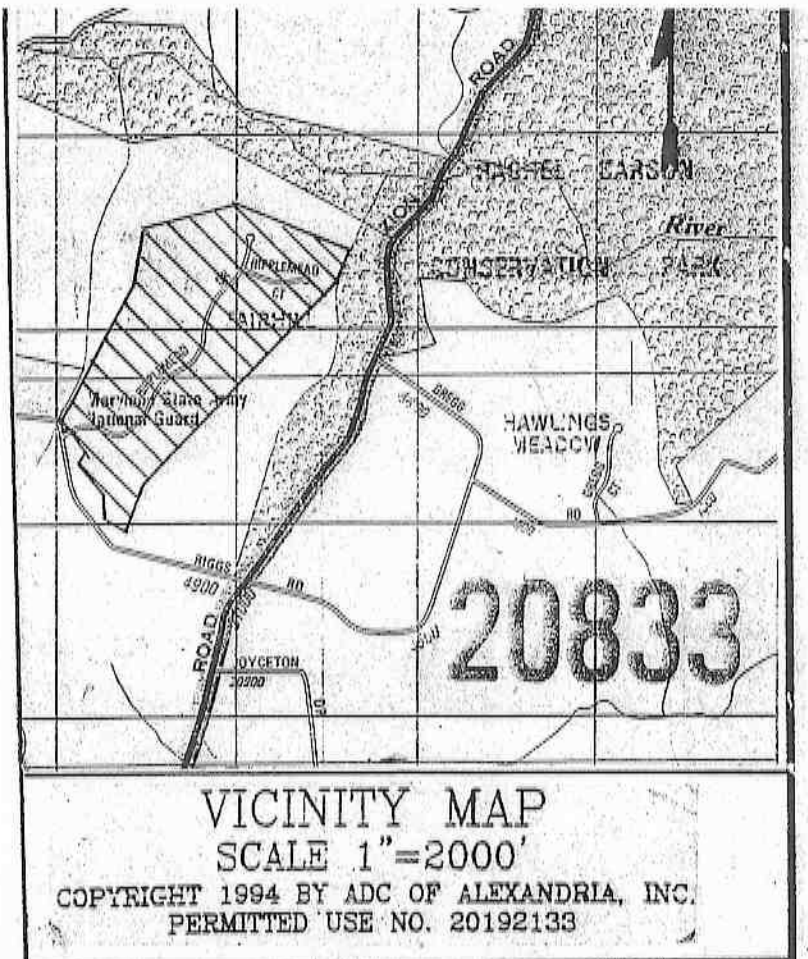
X. Afforestation and reforestation:	25.4 ac.
Y. Credit for trees and landscaping:	0.0 ac.
Z. Landscaped Areas:	0.0 ac.
Individual/Street Trees:	0.0 ac.
Full credit: trees @ ft. dia. ea. @ 20 yrs.	0.0 ac.
1/4 credit: trees @ ft. dia. ea. @ 20 yrs.	0.0 ac.
Specimen/Champion Trees: s.f. of C.B.S.	0.0 ac.
Total credit:	0.0 ac.
Total forest planting requirement:	25.4 ac.

**NOTES:**  
 Any inconsistency of displayed totals may be due to rounding of values.  
 This spreadsheet format reflects the worksheet contained in the Approved Technical Manual, dated September, 1995, by the Montgomery County Planning Department.

**SUPPLEMENTAL PLANT LIST**

QTY.	BOTANICAL NAME	COMMON NAME	HT.	MISC.
200	Liriodendron tulipifera	Tulip Poplar	6"-9"	Bare root
200	Quercus rubra	Red Oak	6"-9"	Bare root
150	Nyssa sylvatica	Black Gum	6"-9"	Bare root
120	Pinus strobus	White Pine	6"-9"	Bare root
100	Juniperus Virginiana	Eastern Red Cedar	6"-9"	Bare root
85	Lindera benzoin	Spicebush	6"-9"	Bare root
85	Viburnum dentatum	Aronwood	6"-9"	Bare root
84	Myrica Pennsylvania	Sawberry	6"-9"	Bare root

**Notes:**  
 24.3 acres of the required reforestation will be through natural regeneration. The additional 1.1 acres of the required reforestation will be planted in the remaining Forest Conservation Easement not forested or dedicated to natural regeneration, and will be planted with the above plant material at a rate of:  
 - 700 seedlings/acre x 1.1 acres = 770 seedlings  
 - The mix shall be 60% dominant species and 40% understorey species planted a maximum of 9" on-center.  
 - Shrub species shall be planted at 1/3 the number of trees 770 seedlings x 1/3 = 254 shrub seedlings

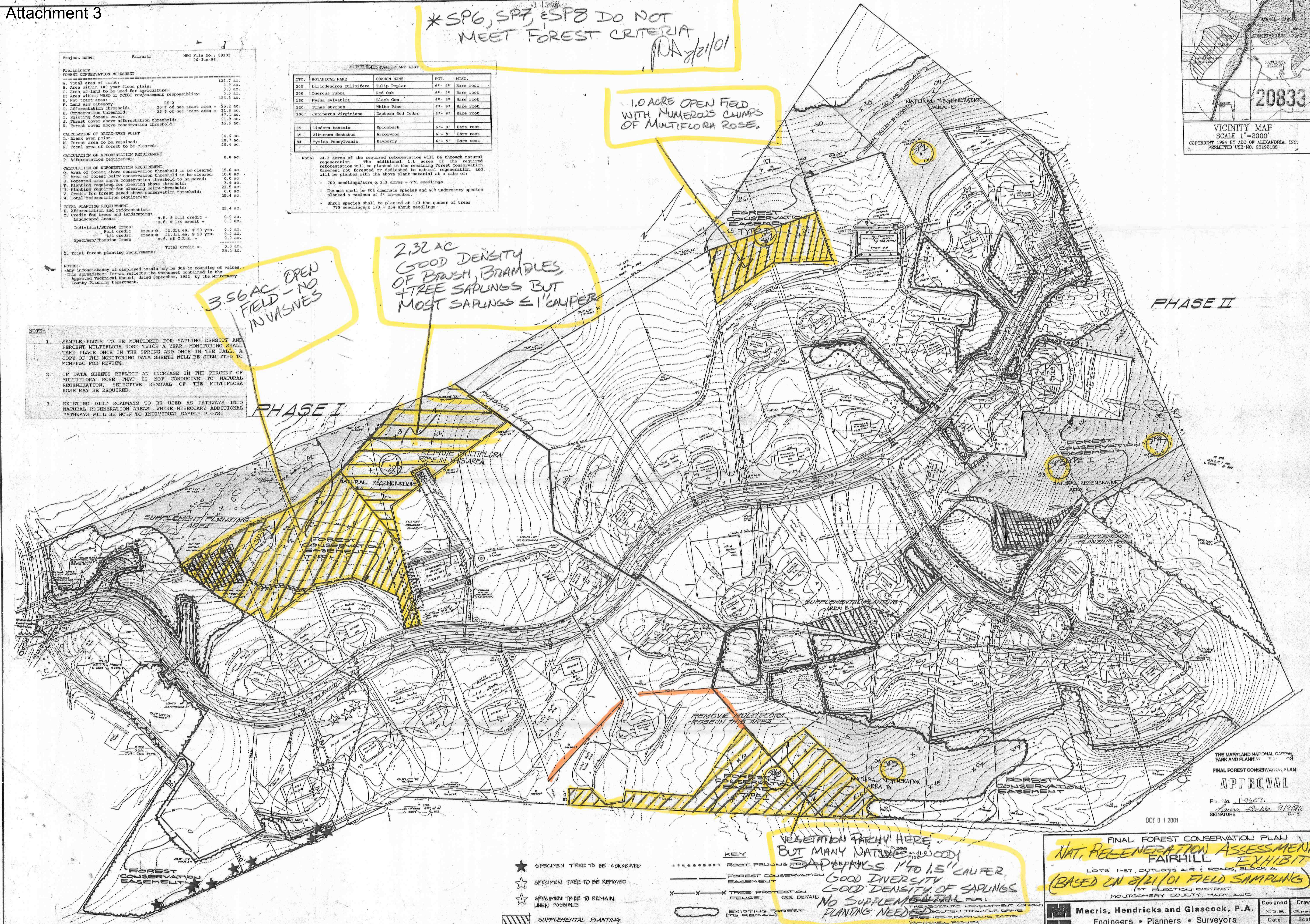


3.56 AC OPEN FIELD - NO INVASIVES

2.32 AC GOOD DENSITY OF BRUSH, BRAMBLES, + TREE SAPLINGS BUT MOST SAPLINGS ≤ 1" CALIPER

1.0 ACRE OPEN FIELD WITH NUMEROUS CLUMPS OF MULTIFLORA ROSE

- NOTE:**
1. SAMPLE PLOTS TO BE MONITORED FOR SAPLING DENSITY AND PERCENT MULTIFLORA ROSE TWICE A YEAR. MONITORING SHALL TAKE PLACE ONCE IN THE SPRING AND ONCE IN THE FALL. A COPY OF THE MONITORING DATA SHEETS WILL BE SUBMITTED TO MNCPP&C FOR REVIEW.
  2. IF DATA SHEETS REFLECT AN INCREASE IN THE PERCENT OF MULTIFLORA ROSE THAT IS NOT CONDUCTIVE TO NATURAL REGENERATION, SELECTIVE REMOVAL OF THE MULTIFLORA ROSE MAY BE REQUIRED.
  3. EXISTING DIRT ROADWAYS TO BE USED AS PATHWAYS INTO NATURAL REGENERATION AREAS. WHERE NECESSARY ADDITIONAL PATHWAYS WILL BE MOWN TO INDIVIDUAL SAMPLE PLOTS.



PHASE II

PHASE I

- ★ SPECIMEN TREE TO BE CONSERVED
- ☆ SPECIMEN TREE TO BE REMOVED
- ☆ SPECIMEN TREE TO REMAIN WHEN POSSIBLE
- ▨ SUPPLEMENTAL PLANTING

- KEY**
- ..... ROOT PRUNING TRAIL
  - FOREST CONSERVATION EASEMENT
  - X-X-X TREE PROTECTION FENCE (SEE DETAIL)
  - EXISTING FOREST (TO REMAIN)
  - NATURAL REGENERATION AREA
  - + NATURAL REGENERATION SAMPLE POINT (1.15 A.P.)

VEGETATION PARKLY HERE BUT MANY NATIVE TREES + WOODY BRUSH. GOOD DIVERSITY OF SAPLINGS. GOOD DENSITY OF SAPLINGS. NO SUPPLEMENTAL PLANTING NEEDED.

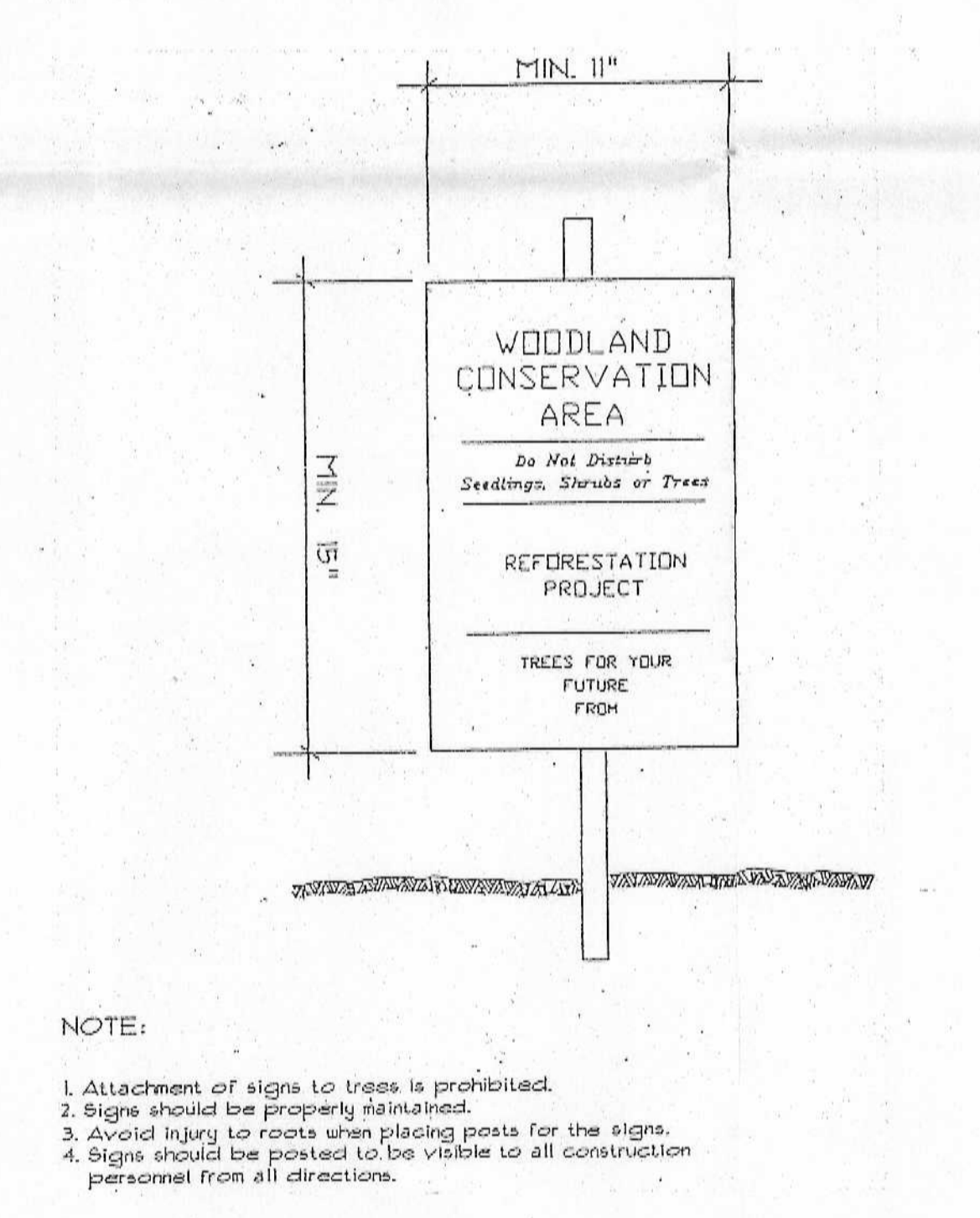
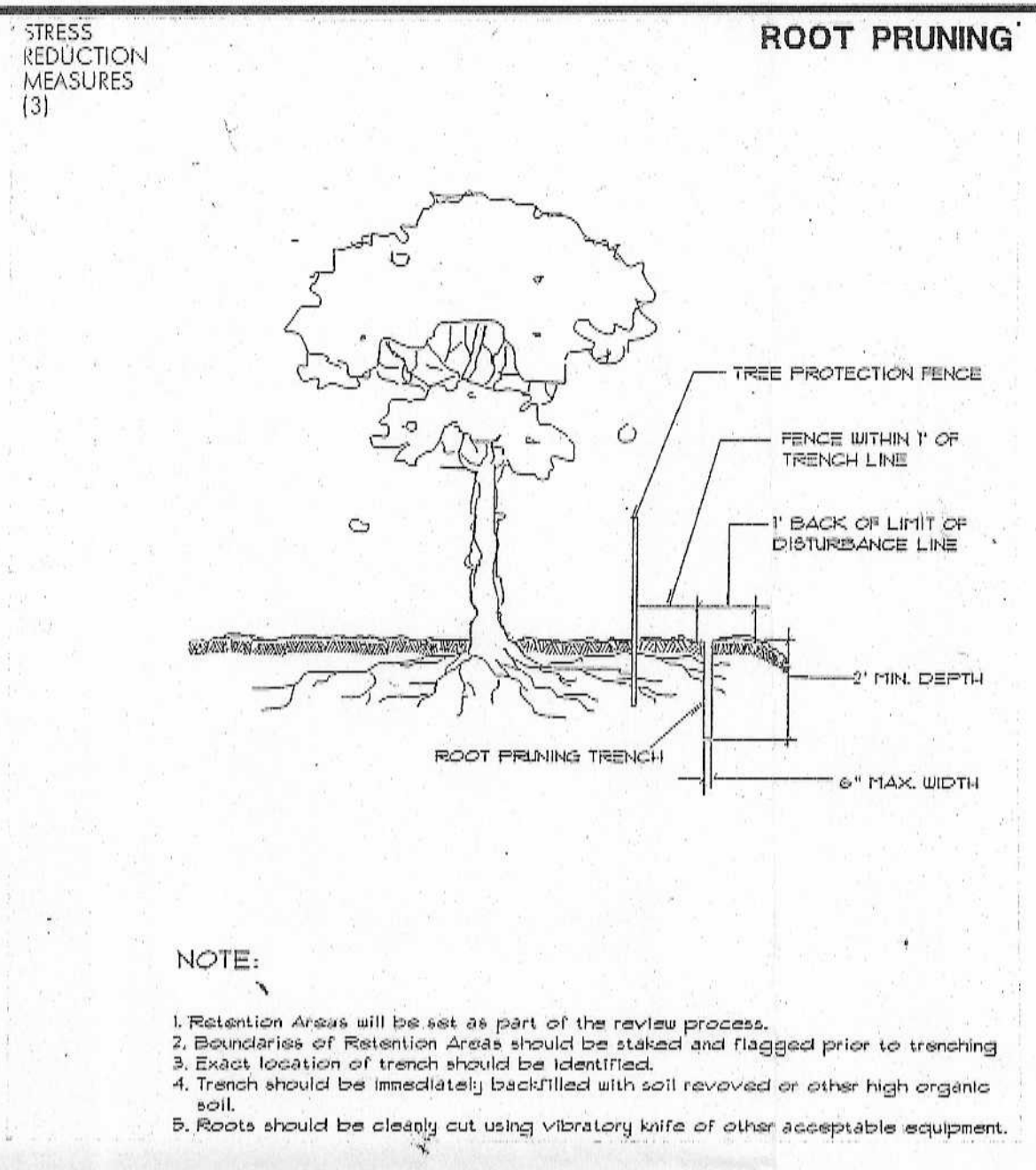
FINAL FOREST CONSERVATION PLAN  
**NAT. REGENERATION ASSESSMENT**  
 FAIRHILL EXHIBIT  
 (BASED ON 8/21/01 FIELD SAMPLING)  
 1ST ELECTION DISTRICT  
 MOUNTGOMERY COUNTY, MARYLAND

**Macris, Hendricks and Glascock, P.A.**  
 Engineers • Planners • Surveyors  
 Suite 120  
 9220 Wightman Road  
 Gaithersburg, Maryland  
 20879  
 (301)670-0840

Designed	V.S.B.	Drawn	Gray
Date	06/11/01	Scale	1"=100'
Job No.	88-108	Sheet	1 of 5

2. REVISED PER MNCPP&C COMMENTS 03/10/96  
 1. REVISED PER MNCPP&C COMMENTS 7/29/96





NOTE:  
 1. Attachment of signs to trees is prohibited.  
 2. Signs should be properly maintained.  
 3. Avoid injury to roots when placing posts for the signs.  
 4. Signs should be posted to be visible to all construction personnel from all directions.

ROOT PRUNING

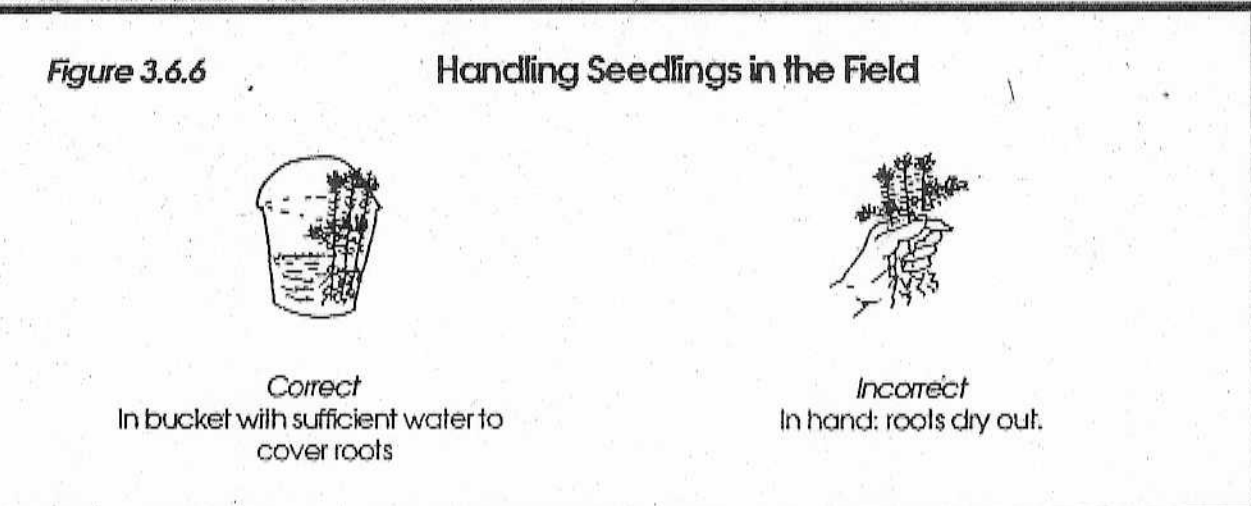
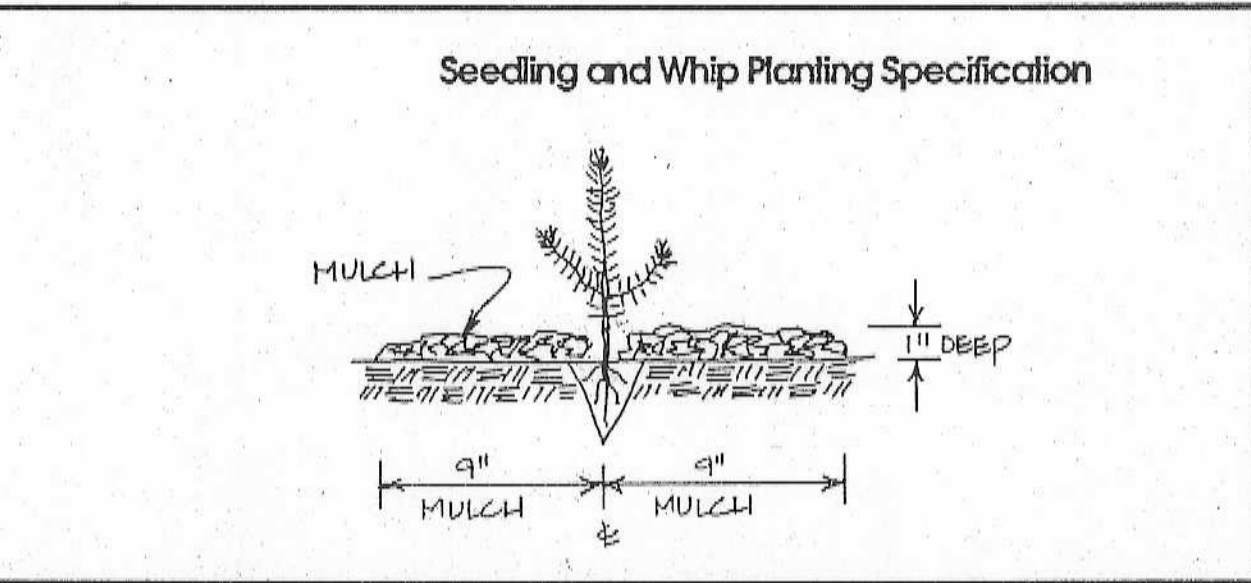
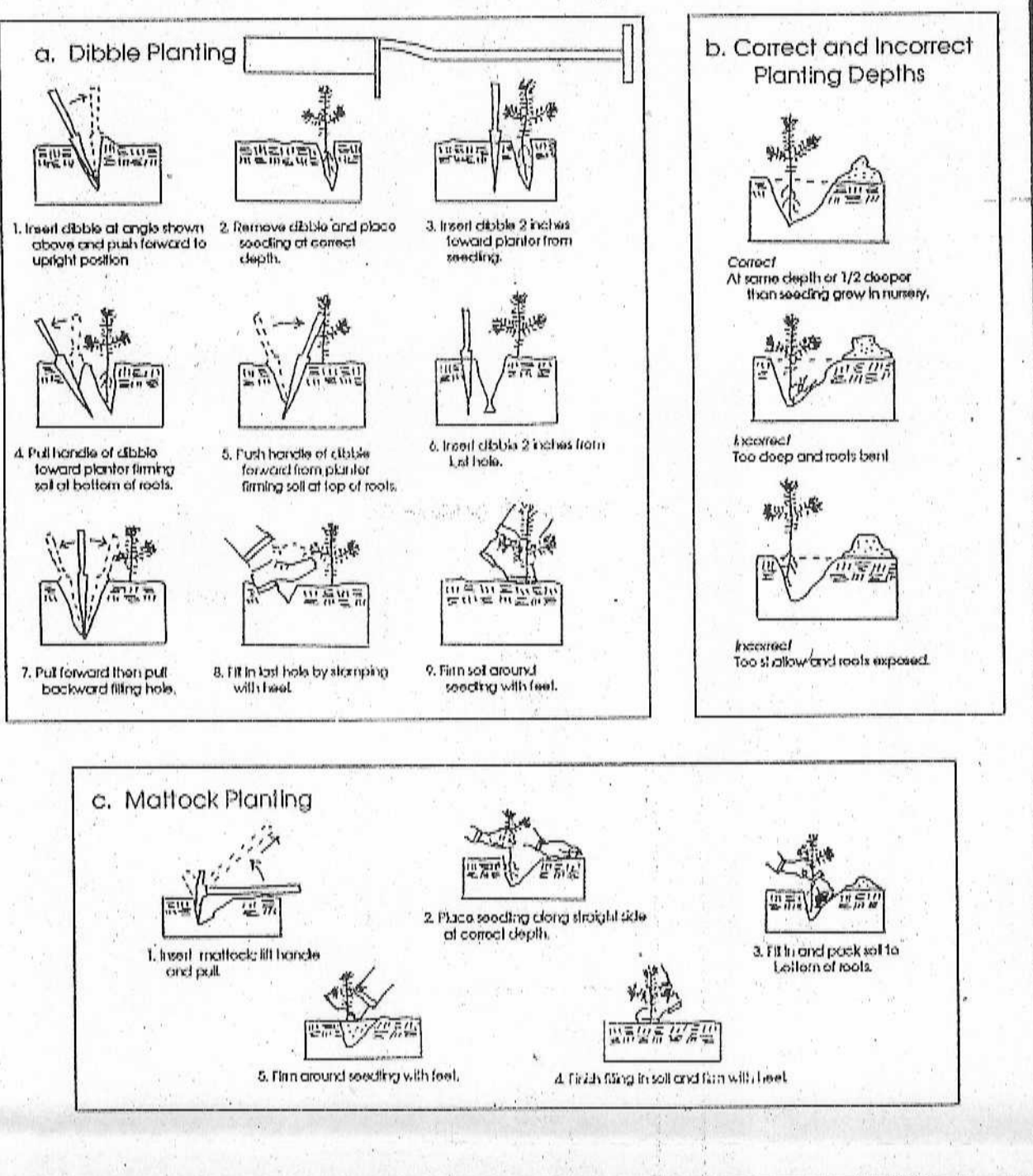


Figure 3.3.6 shows the correct method for handling seedlings in the planting field. Seedlings dry out very quickly and, once dry, often are not usable even after mistletoeing.

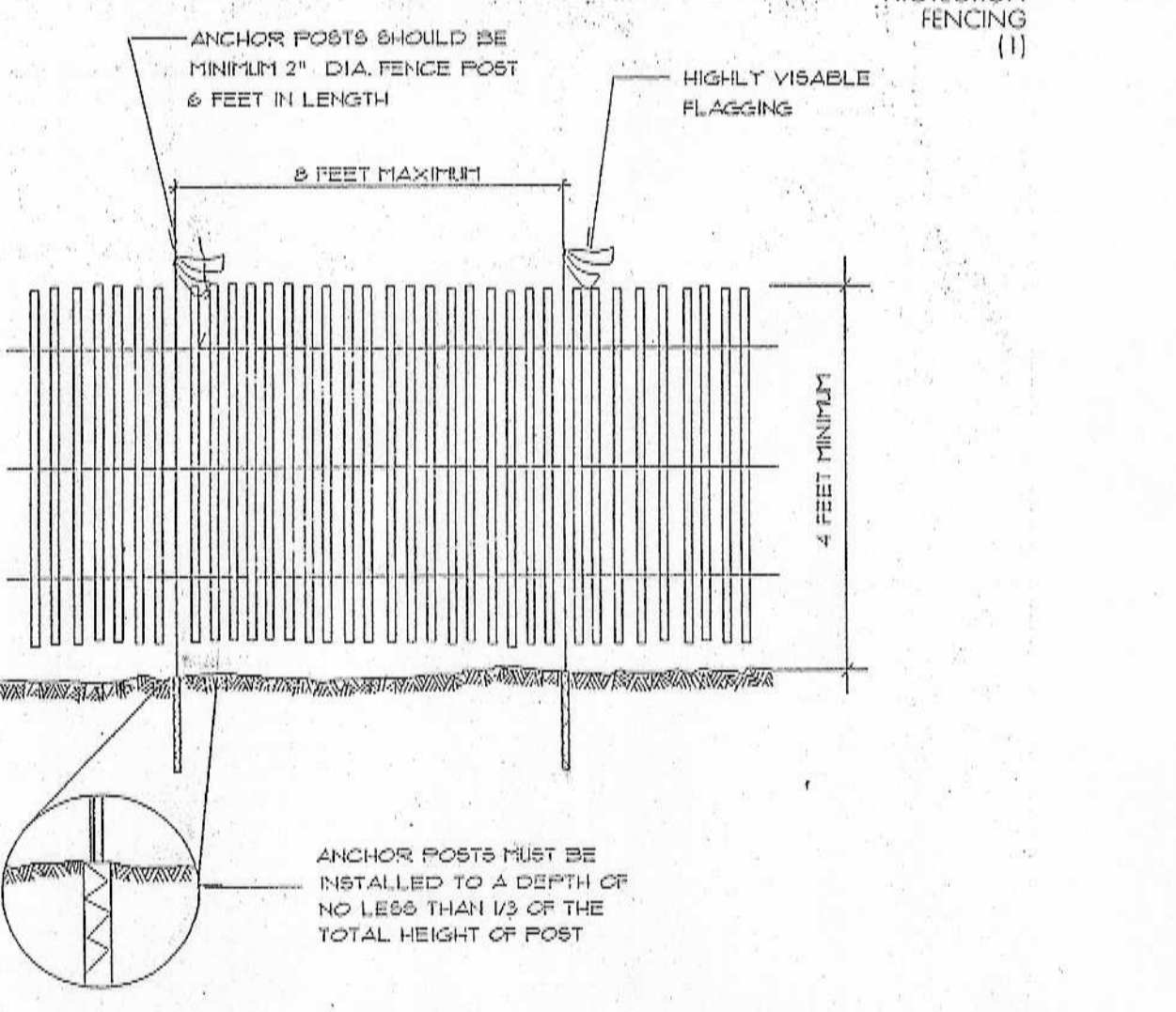


Seedling Planting Methods



Seedlings and whips need special care when planted. Figure 3.4.5 details the recommended manual planting procedures which include correct planting depths (b) as well as methods for two different planting tools: the dibble (a) and the mattock (c).

SNOW FENCE



NOTE:  
 1. Forest protection device only.  
 2. Retention area will be set as part of the review process.  
 3. Boundaries of Retention Area should be staked prior to installing protective device.  
 4. Avoid root damage when placing anchor posts.  
 5. Device should be properly maintained during construction.  
 6. Protective signage is required.

**FOREST CONSERVATION PLANTING NOTES**

**Pre-construction**

- An on-site pre-construction meeting shall be required after the limits of disturbance have been staked and flagged, but before any clearing or grading begins. The owner shall contact the Maryland National Capital Park and Planning Commission (MNCPPC) Environmental Planning Division staff (410-4571) 48 hours prior to commencing construction for a pre-planting meeting and again after planting is completed in order to arrange for inspection (any bond release at this time will be per the maintenance agreement). The attendees at this meeting should include: developer's representative, construction superintendent, tree professional, MNCPPC staff, and sediment control inspector.
- No clearing or grading shall begin before stress-reduction measures have been implemented, unless otherwise permitted by Montgomery County. Appropriate measures (see Forest Conservation Plan) may include:
  - Root pruning
  - Crown reduction or pruning
  - Watering
  - Fertilizing
  - Vertical mulching
- All stress-reduction measures must be performed by a State of Maryland licensed tree expert or International Society of Arboriculture certified arborist. Documentation of stress-reduction must be sent to MNCPPC Environmental Planning Division 8787 Georgia Ave, Silver Spring, Maryland.
- Removal of multiflora rose in all designated areas is to occur at the start of Phase I construction, and may be accomplished through proper use of mechanical or chemical practices.
- Temporary tree protection devices shall be installed per the Forest Conservation Plan and prior to any construction activities. Tree protection fencing locations should be staked in the field prior to the preconstruction meeting; or if installed, be prepared to make field adjustments as determined by Montgomery County. Temporary tree protection devices may include:
  - Chain link fence (four feet high)
  - Orange plastic mesh fence (four feet high)
  - Raised walls
  - Protective signs
- Temporary protection devices shall be maintained and installed by the contractor for the duration of the construction project and must not be altered without prior approval from Montgomery County. No equipment, trucks, materials, or debris may be stored within the tree protection fence areas or designated natural regeneration areas during the entire construction project. No access to the fenced area of Natural Regeneration areas will be permitted. Tree protection fencing shall not be removed without approval of Montgomery County. Tree protection devices to be coordinated with erosion and sediment control devices as indicated on the approved SSC plan.
- Forest Retention Area signs shall be installed as required by inspector. Tree stakes shall be installed along the Afforestation/Reforestation project perimeter at 25 foot intervals. They shall be 2" x 2" x 3", and driven plus 1" below grade.
- Long-term protection devices (see Forest Conservation Plan) may include:
  - Root retention systems
  - Retaining walls
  - Raised sidewalks
  - Tunneling of utilities
  - Pier and panel walls
  - Focus paving
- Long-term protection devices will be installed per the Forest Conservation Plan and attached details. Installation will occur at the appropriate time during the construction project.
- Periodic inspections by Montgomery County will occur during the construction project. Corrections and repairs to all tree protection devices, as determined by the inspector, must be made in a timely fashion.
- After construction is completed, an inspection shall be requested. Corrective measures which may be required include:
  - Removal and replacement of dead or dying trees
  - Pruning of dead or declining limbs
  - Soil aeration
  - Fertilization
  - Watering
  - Wound repair
  - Cleanup of retention areas
  - Removal of multiflora rose

**Supplemental Planting**

- Contractor to mow afforestation areas only and remove all invasive plants (i.e. multiflora rose, mulberry trees) and apply herbicide to eliminate competition of weed seed prior to planting. No mowing of natural regeneration areas will be permitted.
- All plant material shall be approved by the Owner or duly appointed representative prior to planting. If plant material is not available substitutions may be made with prior approval from the developer and Montgomery County.
- Site and standards of plant materials shall conform to latest edition of "Nurs Standards for Nursery Stock", by the American Association of Nurserymen, Inc. (AAN).
- All plants shall be placed so as not to obstruct drainages.
- Plants shall be installed randomly in a triangular or staggered pattern (not in a straight line). Container stock shall be spaced minimum 8-12 feet on center. Bare root stock shall be spaced minimum 6-8' feet on center. See detail.
- Slow release fertilizer (osmocote 10-10-5) shall be applied at the time of planting at the rate of 600 lbs. per acre.
- Where field conditions exist which would adversely affect plant performance, or interfere with proper planting procedures, the contractor shall notify the Owner prior to installation of plant material.
- All trees are to be located a minimum distance of 5' from all utility boxes; 5' from a storm drain inlet or manhole, 10' from a fire hydrant, 15' from any public street, light, and 5' from any driveway apron.
- Remove litter and debris as required during the first growing season and at the beginning of the second growing season.
- Plants shall be installed only between the months of January and May and between September and December when the ground is not frozen. Plants shall be guaranteed for one-year period from the time of installation. Any replacement must be installed as above.
- All disturbed areas within the Forest Conservation assessment to be seeded with Southern Tier Consulting, Inc. (716-868-3120), Native/Naturalized Wildflower Seed Mix (Northwest) at a rate of 23 pounds per acre.

**Maintenance:**

- The plant material and natural regeneration areas shall be maintained by the owner/developer for two (2) years after the completion. Maintenance shall consist of:
  - Remove and replace all dead or diseased vegetation.
  - Remove all invasive non-native plants.
  - Necessary watering, fertilization, or pest control.
  - Stall not be mowed unless directed by Montgomery County.
- Maintenance of the afforestation/reforestation/natural regeneration area for a period of two years is required per the Montgomery County Tree Technical Manual. During this maintenance period the health and vigor of the plantings shall be monitored and may include the need to specify actions to correct existing problems (i.e. removal of multiflora rose). The following inspection schedule shall be carried out:
  - Year 1 and 2: Two inspections per year: inspect in the beginning of the growing season (May or June), and inspect at the end of the growing season (September or October). Data on seedling quantities and multiflora rose percentages shall be collected from the monitoring points in the natural regeneration areas at the time of inspections.
  - At the end of the second year the survival rate of all the supplemental planting areas shall be a minimum of 75% of the total trees planted, additional plant material may be needed to be planted to bring the total count up to the 75%.
  - At the end of the second year the survival rate of all the natural regeneration areas shall be to a minimum standard of 75% of 700 seedlings per acre and show signs of positive regeneration. Supplemental plant material will be required if the minimum standard is not achieved.
  - At the end of the maintenance period a final inspection shall be set up at the site with the Owner or owner's representative and a staff member from MNCPPC to insure that the required afforestation/reforestation/natural regeneration survival rate has been achieved.

**FOREST CONSERVATION SEQUENCING SCHEDULE**

- Remove Multiflora Rose from areas designating removal on the Forest Conservation Plan prior to pre-construction meeting.
- At completion of Phase I, Forest Conservation areas and Natural Regeneration Areas, within Phase I, shall be inspected by MNCPPC for compliance and the start of the two year maintenance period (See Forest Conservation maintenance and management agreement) will begin.
- Install supplemental plantings per landscape plant schedule prior to clearing and grading for Phase II.
- Upon completion of Phase II and installation of supplemental plantings, MNCPPC shall inspect F.C. areas for compliance and the start of the two year maintenance period shall begin.

Completion is defined as installation of infrastructure, stabilization of land and closing of corresponding Sediment and Erosion Control permit.

THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
 FINAL FOREST CONSERVATION PLAN  
**APPROVAL**  
 Plan No. 1-96071  
 Signature: *Russell Brickle* DATE: 9/18/16

DETAILS AND NOTES

FINAL FOREST CONSERVATION PLAN  
 OCT 11 2001

**FAIRHILL**  
 LOTS 1-27, OUTLOTS A-R & ROADS, BLOCK A  
 1ST ELECTION DISTRICT  
 MONTGOMERY COUNTY, MARYLAND

Designed	Drawn
V.S.B.	C.R.G.
Date	Scale
1-2-05	AS SHOWN
Job No.	Sheet
00-103	08 of 08

**Macris, Hendricks and Glascock, P.A.**  
 Engineers • Planners • Surveyors  
 Suite 120  
 9220 Wightman Road  
 Gaithersburg, Maryland  
 20879  
 (301)670-0840

2. REVISED PER MNCPPC COMMENTS 8/13/16  
 1. REVISED PER MNCPPC COMMENTS 7/15/16



CONSERVATION EASEMENT AGREEMENT  
Category I  
DEFINITIONS

**Grantor:** Fee simple owner of real property subject to a:

- (i) Plan approval conditioned on compliance with a FCP; or
- (ii) Plan approval conditioned on compliance with a conservation easement agreement (issued pursuant to Chapter 50 or 59, Montgomery County Code).

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

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

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

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

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

**Exhibit A:**

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

RECORDING FEE 75.00  
 TOTAL 77.00  
 APR 13 2006 11:03 AM

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

CLERK OF DISTRICT COURT  
 DISTRICT OF COLUMBIA  
 COURT CLERK'S OFFICE  
 301 E ST SW  
 WASHINGTON DC 20004

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 15627, p. 0293, MSA\_CE63\_15582. Date available 06/15/2005. Printed 07/05/2016.

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Montgomery County Code Chapter 22A (Forest Conservation); Chapter 50 (Subdivision Regulations); and/or Chapter 59 (Zoning Ordinance); and/or

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

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

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

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

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

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

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

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

1. The foregoing recitals are agreed to and incorporated herein and shall be binding upon the parties.

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

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

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

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

6. The following activities may not occur at any time within the Easement area:
- a. Construction, excavation or grading (except for afforestation and reforestation efforts conducted in compliance with an approved forest conservation plan).
  - b. Erection of any building or structural improvements on or above ground, including (but not limited to) sheds, dog pens, play equipment and retaining walls.
  - c. Construction of any roadway or private drive.
  - d. Activities which in any way could alter or interfere with the natural ground cover or drainage (including alteration of stream channels, stream currents or stream flow).
  - e. Industrial or commercial activities.
  - f. Timber cutting, unless conducted pursuant to an approved forest management plan approved by DNR.



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- g. Location of any component of a septic system or wells.
- h. Excavation, dredging, or removal of loam, gravel, soil, rock, sand and other materials.
- i. Diking, dredging, filling or removal of wetlands.
- j. Pasturing of livestock (including horses) and storage of manure or any other suit.
- k. Alteration of stream.

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

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

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

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

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

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



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

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

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

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

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



**GRANTOR SIGNATURES**

**WITNESS:**

**FAIRHILL PARTNERS LIMITED  
PARTNERSHIP**

By: BA Fairhill Limited  
Partnership, General  
Partner

By: BA Fairhill Investment  
Company, General Partner

Moore

By: John B. Sidwell (SEAL)  
Name: JOHN B. SIDWELL  
Title: Exec VP

STATE OF MARYLAND )  
COUNTY OF Carroll ) to wit:

I HEREBY CERTIFY that on the 22nd day of Aug, 1997, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John B. Sidwell, who acknowledged himself/herself to be the Ex. V.P. of BA Fairhill Investment Company, General Partner of BA Fairhill Limited Partnership, General Partner of Fairhill Partners Limited Partnership, a Maryland limited partnership, and that he, as the Ex. V.P. of BA Fairhill Investment Company, being authorized to do so, executed the foregoing instrument for the purposes contained in the document by signing as Ex. V.P. of BA Fairhill Investment Company.

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

Henry I. Louis  
Notary Public

HENRY I. LOUIS  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

10/1/97



Attachment 4

[Signature]

Mehri F. Mayne PR

Mehri F. Mayne, Personal Representative of the Estate of M. Helena Mayne

[Signature]

Edward F. Mayne, Sr. PR

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

[Signature]

Edward F. Mayne, Sr.

Edward F. Mayne, Sr.

[Signature]

Josephine L. Mayne

Josephine L. Mayne

[Signature]

Kent C. Mayne Sr.

Kent C. Mayne



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

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

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

  
\_\_\_\_\_  
Notary Public

HENRY I. LOUIS  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

12/1/97

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

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

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

  
\_\_\_\_\_  
Notary Public

HENRY I. LOUIS  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

12/1/97



Attachment 4

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

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

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

  
\_\_\_\_\_  
Notary Public

HENRY I. LOUIS  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

10/1/97

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

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

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

  
\_\_\_\_\_  
Notary Public

HENRY I. LOUIS  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:


10/1/97



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

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

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

  
\_\_\_\_\_  
Notary Public HENRY I. LOUIS  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

10/1/97



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## SCHEDULE A

## DESCRIPTION OF A CONSERVATION EASEMENT

## PART OF FAIRHILL SUBDIVISION

## PLAT BOOK 112, PLAT NO.s 13188-13190

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



part of Lot 38, Block A as delineated on a plat of subdivision entitled "Lot 38, Block A, FAIRHILL" as recorded among said Land Records in Plat Book 186 as Plat No. 20559 and being more particularly described by Macris, Hendricks and Glascock, P.A. in the Washington Suburban Sanitary Commission datum as follows:

Part 1:

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

1. North 28°38'13" East, 1,345.41 feet to a point, then
2. North 18°22'42" East, 902.36 feet to a point, then binding with the westerly limits of Lots 21 and 18 and Outlot H, Block A the following two courses and distances
3. North 04°39'34" East, 98.20 feet to a point, then
4. North 07°18'29" West, 466.00 feet to a point, then binding with the northerly line of said Outlot H, Block A
5. South 87°39'22" East, 295.69 feet to a point, then leaving said northerly line of Outlot H, Block A, to cross and include part of said Outlot H, Block A
6. South 30°38'05" West, 240.75 feet to a point on and 181.05 feet from the end of the common line between Lots 18 and Outlot H, Block A, then binding with part of said common line



7. South 59°43'11" East, 266.19 feet to a point, then leaving said common line to cross and include part of Lot 18, Block A
8. South 46°49'26" West, 190.54 feet to a point on and 253.30 feet from the end of the common line between Lots 18 and 21, Block A, then to cross and include part of Lot 21, Block A
9. South 12°52'17" West, 213.72 feet to a point on and 217.52 feet from the end of the common line between Lot 21 and Outlot N, then binding with part of said common line
10. North 48°53'12" West, 163.18 feet to a point, then leaving said common line of Lot 21 and Outlot N to cross and include parts of Outlots L, M and N
11. South 18°03'48" West, 855.02 feet to a point on and 57.47 feet from the end of the common line between Outlot D and Outlot L, then binding with part of the common line of Outlot D and Outlot L
12. North 83°41'51" East, 142.81 feet to a point at the northerly common corner of Outlot D and Outlot P, then binding with the common line of Outlot D and Outlot P and part of the common line between Outlot D and Outlot E



13. South 13°14'21" West, 289.95 feet to a point, then leaving said common line of Outlot D and Outlot E to cross and include part of Outlot D
14. North 74°56'25" West, 40.14 feet to a point, then
15. South 21°20'55" West, 37.80 feet to a point, then
16. South 69°16'20" East, 45.84 feet to a point on said common line of Outlot D and Outlot E, Block A, then binding with part of the common line between Outlot D and Outlot E, Block A
17. South 13°14'21" West, 108.64 feet to a point, then
18. South 52°39'36" East, 50.00 feet to a point, then
19. South 55°09'52" East, 316.26 feet to a point, (a non-radial line) then leaving said common line to cross and include parts of Outlot C and D, Block A
20. 50.02 feet along the arc of a non-tangent curve to the left having a radius of 587.18 feet and a chord bearing and distance of South 34°50'12" West, 50.00 feet to a point on and 10.00 feet from the beginning of the common line between Lot 25 and Outlot C, Block A, then binding with part of said common line (non-radial)
21. North 55°09'52" West, 112.17 feet to a point, then leaving said common line to cross and include part of said Lot 25



22. South 70°44'43" West, 140.97 feet to a point, then
23. South 38°24'38" West, 122.70 feet to a point on and 261.07 feet from the end of the common line of Lots 25 and 26, Block A, then to cross and include part of Lot 26
24. South 12°19'41" West, 197.90 feet to a point on and 244.30 feet from the beginning of the common line of Lots 26 and 27, Block A then binding with part of said common line
25. North 63°35'11" West, 42.17 feet to a point, then leaving said common line to cross and include part of Lot 27, Block A
26. South 13°22'04" West, 168.32 feet to a point, then
27. South 24°05'39" East, 101.50 feet to a point (a non-radial line), then
28. 23.95 feet along the arc of a tangent curve to the right having a radius of 250.00 feet and a chord bearing and distance of North 81°53'42" West, 23.95 feet to a point of tangency, then
29. North 79°09'00" West, 22.18 feet to a point, then continuing to cross said Lot 27, Block A and part of Outlot B, Block A
30. North 42°52'42" West, 194.81 feet to a point, then
31. South 51°18'25" West, 35.48 feet to a point, then
32. South 38°17'08" East, 119.12 feet to a point, then
33. North 88°21'24" West, 64.49 feet to a point, then



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- 34. North 79°09'00" West, 35.38 feet to a point of curvature, then continuing to cross Outlot B, Block A and Outlot A, Block A
- 35. 165.09 feet along the arc of a tangent curve to the left, having a radius of 204.84 and a chord bearing and distance of South 77°45'41" West, 160.66 feet to a point, then with a non-radial line
- 36. North 15°40'45" West, 47.53 feet to a point, then
- 37. North 33°04'18" East, 64.83 feet to a point, then
- 38. North 62°09'52" West, 57.57 feet to a point, then
- 39. South 24°10'43" West, 79.33 feet to a point, then
- 40. South 03°30'48" East, 111.44 feet to a point (a non-radial line, then
- 41. 32.01 feet along the arc of a non-tangent curve to the left, having a radius of 204.84 feet and a chord bearing and distance of South 28°10'04" West, 31.98 feet to a point of reverse curvature
- 42. 65.04 feet along the arc of a non-tangent curve to the right, having a radius of 216.88 feet and a chord bearing and distance of South 32°16'55" West, 64.80 feet to a point, then with a non-radial line
- 43. North 86°37'40" West, 23.11 feet to a point, then
- 44. 165.54 feet along the arc of a non-tangent curve to the left, having a radius of 236.88 feet and

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a chord bearing and distance of North 49°51'01" West, 162.19 feet to the point of beginning; containing an area of 676,073 square feet or 15.52050 acres.

Part 2:

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

1. South 65°36'45" East, 237.39 feet to a point, then leaving said northerly line to cross and include part of said Outlot I, Block A
2. South 86°44'53" West, 269.17 feet to a point on the common line between Outlot I and Lot 38, Block A, then crossing to include part of Lot 38, Block A
3. South 86°44'53" West, 499.18 feet to a point on the westerly limits of Lot 38, Block A, then binding with part of said westerly limits of Lot 38, Block A
4. North 01°10'23" West, 17.40 feet to a point, then leaving said westerly limits of said Lot 38, Block A, to continue to cross and include part of Lot 38, Block A
5. North 86°45'09" East, 507.85 feet to a point on said common line of Outlot I and Lot 38, Block A, then binding with part of said common line



6. North 24°52'11" East, 105.19 feet to the point of beginning; containing an area of 23,568 square feet or 0.54105 of an acre.

Part 3:

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

1. North 38°08'22" West, 50.00 feet to a point, then
2. North 51°51'38" East, 57.63 feet to a point, then
3. South 87°44'16" East, 71.38 feet to a point, then
4. North 40°13'06" East, 58.83 feet to a point, then
5. North 26°08'25" West, 35.16 feet to a point, then
6. North 51°51'38" East, 214.18 feet to a point, then
7. North 05°08'31" West, 254.49 feet to a point on and 159.64 feet from the beginning of the common line between Lots 4 and 7, Block A, then binding with part of said common line
8. South 82°38'45" East, 119.40 feet to a point, then leaving said common line to cross and include part of said Lot 7, Block A
9. North 11°31'52" East, 186.22 feet to a point, then
10. South 69°42'35" West, 164.48 feet to a point, then
11. North 40°31'22" West, 77.50 feet to a point, then
12. North 37°12'44" East, 140.24 feet to a point, then
13. South 56°07'37" East, 152.12 feet to a point, then
14. North 48°55'57" East, 136.60 feet to a point on and 216.14 feet from the end of the common



line between Lots 7 and 10, Block A, then binding with part of said common line

15. South 36°14'09" East, 25.72 feet to a point, then leaving said common line to cross and include part of Lot 10, Block A
16. North 27°19'02" East, 209.70 feet to a point on and 182.43 feet from the beginning of the common line between Lots 10 and 11, Block A, then binding with part of said common line
17. South 36°14'09" East, 130.79 feet to a point, then leaving said common line to cross and include part of said Lot 11, Block A
18. North 36°30'18" East, 197.55 feet to a point on and 239.37 feet from the end of the common line between Lots 11 and 12, Block A, then binding with part of said common line
19. South 45°08'19" East, 20.13 feet to a point, then leaving said common line to cross and include part of said Lot 12, Block A
20. North 28°15'27" East, 227.96 feet to a point on and 381.99 feet from the end of the common line between Lots 12 and 13, Block A, then binding with part of said common line



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21. North 57°03'10" West, 65.00 feet to a point, then leaving said common line to cross and include part of said Lot 13, Block A
22. North 58°17'10" East, 68.77 feet to a point, then
23. South 55°56'10" East, 185.83 feet to a point, then
24. North 43°42'51" East, 140.74 feet to a point on and 303.12 feet from the beginning of the common line between Lots 13 and 14, Block A, then binding with part of said common line
25. South 56°14'23" East, 10.21 feet to a point, then leaving said common line to cross and include part of said Lot 14, Block A
26. North 25°45'28" East, 282.27 feet to a point on and 72.12 feet from the end of the common line between Lot 14 and Outlot I, Block A, then binding with part of said line
27. South 87°21'28" East, 72.12 feet to a point at the end of said common line, then leaving said common line and binding with the easterly lines of Lots 13 and 14, Block A
28. South 14°47'03" West, 540.00 feet to a point, then binding with the southeasterly lines of Lots 12-10, 7 and part of 4, Block A
29. South 50°51'23" West, 989.95 feet to a point, then binding with part of the southeasterly line of Lot 4, Block A
30. South 51°51'38" West, 636.07 feet to the point of beginning; containing an area of 443,378 square feet or 10.17855 acres.



Part 4:

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

1. South 09°37'26" East, 151.99 feet to a point, then leaving said common line to cross and include part of said Outlot F, Block A
2. North 84°29'56" East, 52.19 feet to a point, then
3. South 08°47'31" East, 191.33 feet to a point, then
4. South 83°54'31" East, 166.33 feet to a point, then
5. North 25°08'58" East, 218.11 feet to a point on and 100.25 feet from the end of the common line between Outlot F and Outlot Q, Block A, then binding with part of said common line
6. South 68°55'04" East, 100.25 feet to a point, then binding with the limits of said Outlot F, Block A
7. South 25°08'58" West, 450.97 feet to a point, then
8. South 53°37'04" West, 205.47 feet to a point, then
9. North 07°25'04" West, 537.23 feet to a point, then leaving said limits of Outlot F, Block A and binding with the limits of Outlot G, Block A
10. North 85°30'15" West, 206.21 feet to a point, then
11. South 81°42'31" West, 78.11 feet to a point, then
12. North 00°52'04" East, 151.89 feet to a point, then leaving said limits of Outlot G, Block A



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to cross and include part of said Outlot G, Block A

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

Part 5:

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

1. North 17°57'18" East, 46.96 feet to a point, then leaving said common line to cross and include part of Lot 7, Block A
2. North 43°24'12" East, 55.30 feet to a point, then
3. South 44°20'48" East, 183.66 feet to a point, then
4. South 43°43'11" West, 149.53 feet to a point at the common corner of Lots 4, 5 and 7, then binding with part of the common line between Lots 5 and 7, Block A



5. North 26°38'01" West, 172.90 feet to the point of beginning; containing an area of 21,625 square feet or 0.49644 of an acre.

Part 6:

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

1. South 36°14'09" East, 12.61 feet to a point, then leaving said common line to cross and include part of Lot 7, Block A
2. South 33°36'04" West, 192.11 feet to a point, then
3. North 56°08'19" West, 117.89 feet to a point on and 107.14 feet from the beginning of the common line between Lots 7 and 8, Block A, then crossing to include part of Lot 8, Block A
4. North 29°06'31" East, 181.84 feet to a point on and 121.19 feet from the end of the common line between Lots 8 and 9, Block A, then crossing to include part of Lot 9, Block A
5. North 67°59'42" East, 124.72 feet to a point on and 101.38 feet from the end of the common line between Lots 9 and 10, Block A, then binding with part of said common line
6. South 04°08'49" West, 101.38 feet to the point of beginning; containing an area of 29,398 square feet or 0.67488 of an acre.



## Attachment 4

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Part 7:

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

1. South 04°08'49" West, 76.79 feet to a point (a non-radial line), then leaving said common line to cross and include part of Lot 9, Block A
2. North 79°06'41" West, 139.10 feet to a point, then
3. North 08°00'30" East, 75.05 feet to a point (a non-radial line), then
4. 134.12 feet along the arc of a non-tangent curve to the left, having a radius of 621.36 feet and a chord bearing and distance of South 79°40'04" East, 133.86 feet to the point of beginning; containing an area of 10,000 square feet or 0.22957 of an acre.

Part 8:

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

1. North 42°48'00" East, 198.47 feet to a point, then
2. South 86°22'23" East, 284.99 feet to a point (a non-radial line), then leaving said common line of Lots 18 and 19, Block A, to cross and include part of Lot 19, Block A



3. 37.87 feet along the arc of a non-tangent curve to the right, having radius of 845.00 feet and a chord bearing and distance of South 06°36'22" West, 37.87 feet to a point, then with a non-radial line
4. South 84°49'23" West, 74.11 feet to a point, then
5. North 23°42'20" West, 31.02 feet to a point, then
6. South 68°19'47" West, 197.93 feet to a point, then
7. South 33°13'55" West, 106.91 feet to a point on and 99.99 feet from the end of the common line between Lots 19 and 20, Block A, then binding with part of said common line
8. North 59°27'02" West, 99.99 feet to the point of beginning; containing an area of 29,317 square feet or 0.67304 of an acre.

Part 9:

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

1. South 88°27'47" East, 365.28 feet to a point, then
2. South 11°51'57" East, 139.13 feet to a point (a non-radial line), then leaving said common line of Lot 17 and Outlot O, Block A to cross and include part of Lot 17, Block A
3. 77.33 feet along the arc of a non-tangent curve to the left, having a radius of 70.00 feet and



a chord bearing and distance of South 25°33'35" West, 73.46 feet to a point of reverse curvature, then

4. 33.72 feet along the arc of a non-tangent curve to the right, having a radius of 845.00 and a chord bearing and distance of South 04°56'46" East, 33.72 feet to a point, then
5. North 43°33'27" West, 139.35 feet to a point, then
6. North 50°49'20" East, 40.29 feet to a point, then
7. North 29°49'28" West, 92.71 feet to a point, then
8. South 56°09'54" West, 204.76 feet to a point on and 174.50 feet from the end of the common line between Lot 17 and Outlot H, Block A, then binding with part of said common line
9. North 28°46'12" West, 174.50 feet to the point of beginning; containing an area of 41,503 square feet or 0.95278 of an acre.

Part 10:

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

1. North 87°00'11" East, 211.56 feet to a point, then leaving said northerly line to cross and include part of Lot 16, Block A
2. South 38°43'52" West, 196.42 feet to a point on and 90.53 feet from the end of the common



line between Lot 16 and Outlot O, Block A, then binding with part of said common line

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

Part 11:

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

- 1. South 65°36'45" East, 326.92 feet to a point at the common northerly corner of Lot 16 and Outlot J, Block A, then binding with part of the common line between Lot 16 and Outlot J, Block A
- 2. South 23°14'20" West, 56.38 feet to a point, then leaving said common line to cross and include part of said Lot 16, Block A
- 3. North 65°59'50" West, 161.12 feet to a point, then
- 4. North 25°55'16" West, 38.73 feet to a point, then
- 5. North 68°10'58" West, 136.63 feet to a point, then
- 6. North 88°22'50" West, 108.57 feet to a point, then
- 7. North 28°44'26" East, 30.62 feet to a point on and 109.40 feet from the end of the northerly line of Lot 16, Block A, then binding with part of said northerly line



## Attachment 4

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8. North 87°00'11" East, 109.40 feet to the point of beginning; containing an area of 18,757 square feet or 0.43060 of an acre.

Part 12:

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

1. South 72°41'25" East, 290.60 feet to a point, then leaving said common line to cross and include part of said Lot 15, Block A
2. South 01°10'23" East, 291.72 feet to a point, then
3. South 19°41'19" East, 91.97 feet to a point (a non-radial line), then
4. 321.89 feet along the arc of a non-tangent curve to the right, having a radius of 541.36 feet and a chord bearing and distance of South 89°53'13" West, 317.17 feet to a point, then with a non-radial line
5. North 03°45'23" East, 206.08 feet to a point, then
6. North 80°26'43" West, 197.52 feet to a point (a non-radial line), then
7. 42.38 feet along the arc of a non-tangent curve to the left, having a radius of 925.00 feet and a chord bearing and distance of North 05°29'09" East, 42.38 feet to a point, then with a non-radial line
8. South 70°47'38" East, 109.32 feet to a point, then
9. North 52°55'12" East, 183.91 feet to a point, then



Attachment 4

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

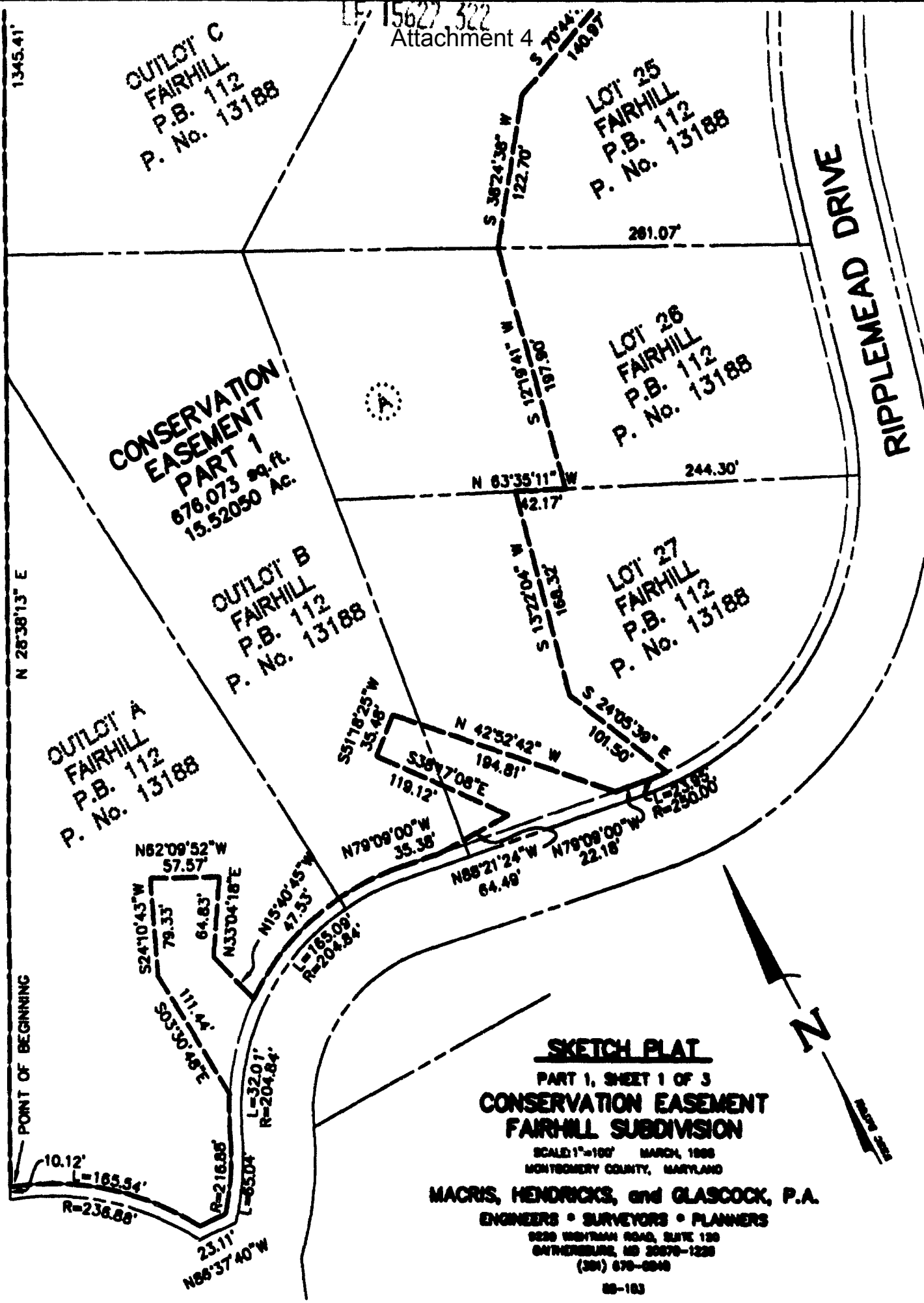
Certified correct to the best of our professional knowledge, information and belief. If the seal and signature are not visible, colored, the document is a copy and should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

*[Handwritten Signature]*

Macris, Hendricks & Glascock, P.C.  
 Jonathan Russell, Property Line Surveyor  
 MD Registration No. 350



Attachment 4  
15627 322



**CONSERVATION EASEMENT PART 1**  
676,073 sq. ft.  
15.52050 Ac.

**OUTLOT C FAIRHILL**  
P.B. 112  
P. No. 13188

**LOT 25 FAIRHILL**  
P.B. 112  
P. No. 13188

**LOT 26 FAIRHILL**  
P.B. 112  
P. No. 13188

**LOT 27 FAIRHILL**  
P.B. 112  
P. No. 13188

**OUTLOT B FAIRHILL**  
P.B. 112  
P. No. 13188

**OUTLOT A FAIRHILL**  
P.B. 112  
P. No. 13188

**RIPPLEMEAD DRIVE**

**SKETCH PLAT**  
PART 1, SHEET 1 OF 3  
**CONSERVATION EASEMENT**  
**FAIRHILL SUBDIVISION**

SCALE: 1"=100' MARCH, 1998  
MONTGOMERY COUNTY, MARYLAND

**MACRIS, HENDRICKS, and GLASCOCK, P.A.**  
ENGINEERS • SURVEYORS • PLANNERS  
9250 WISFRAN ROAD, SUITE 120  
GANTHERBURG, MD 20879-1220  
(301) 679-0840



Attachment P.B. No. 101 LF 15627.321

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

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

**SKETCH PLAT**  
PART 1, SHEET 2 OF 3  
**CONSERVATION EASEMENT  
FAIRHILL SUBDIVISION**

SCALE: 1"=100' MARCH, 1998  
MONTGOMERY COUNTY, MARYLAND

**MACRIS, HENDRICKS, and GLASCOCK, P.A.**  
ENGINEERS • SURVEYORS • PLANNERS  
8220 WIGHTMAN ROAD, SUITE 120  
GAITHERSBURG, MD 20878-1228  
(301) 670-0840  
88-103

N 18°22'42" E

S 18°03'48" W

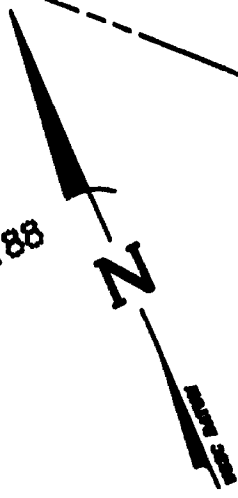
57.47' N 83°41'51" E  
142.81'

**CONSERVATION  
EASEMENT  
PART 1**

OUTLOT D  
FAIRHILL  
P.B. 112  
P. No. 13188



OUTLOT P  
FAIRHILL  
P.B. 112  
P. No. 13188



LOT 24  
FAIRHILL  
P.B. 112  
P. No. 13188

S 131°4'21" W 289.95'

N 74°56'25" W 40.14'  
S 21°20'55" W 37.80'  
45.84'  
S 69°16'20" E 569.16' 20" E

OUTLOT E  
FAIRHILL  
P.B. 112  
P. No. 13188

1345.41'  
OUTLOT C  
FAIRHILL  
112

108.64'  
S 131°4'21" W

50.00'  
S 52°39'36" E

S 55°09'52" E

316.26'

S 70°44'45" W  
140.97'

N 55°09'52" W  
112.17'

L-50.02'  
P-587.18'



LF 15627.529

Attachment 4

S 87°39'22" E 295.69'

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

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

CONSERVATION  
EASEMENT  
PART 1

LOT 18  
FAIRHILL  
P.B. 112  
P. No. 13189

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

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

OUTLOT M



N 07°18'26" W 181.05'

S 30°38'05" W 240.75'

S 58°43'11" E 266.18'

00'99"

N 04°39'34" E 98.20'

253.30'

S 48°49'28" W 180.54'

54.34'

N 48°53'12" W 163.18'

S 12°52'17" W 213.72'

902.36'

655.02'

**SKETCH PLAT**

PART 1, SHEET 3 OF 3  
**CONSERVATION EASEMENT  
FAIRHILL SUBDIVISION**

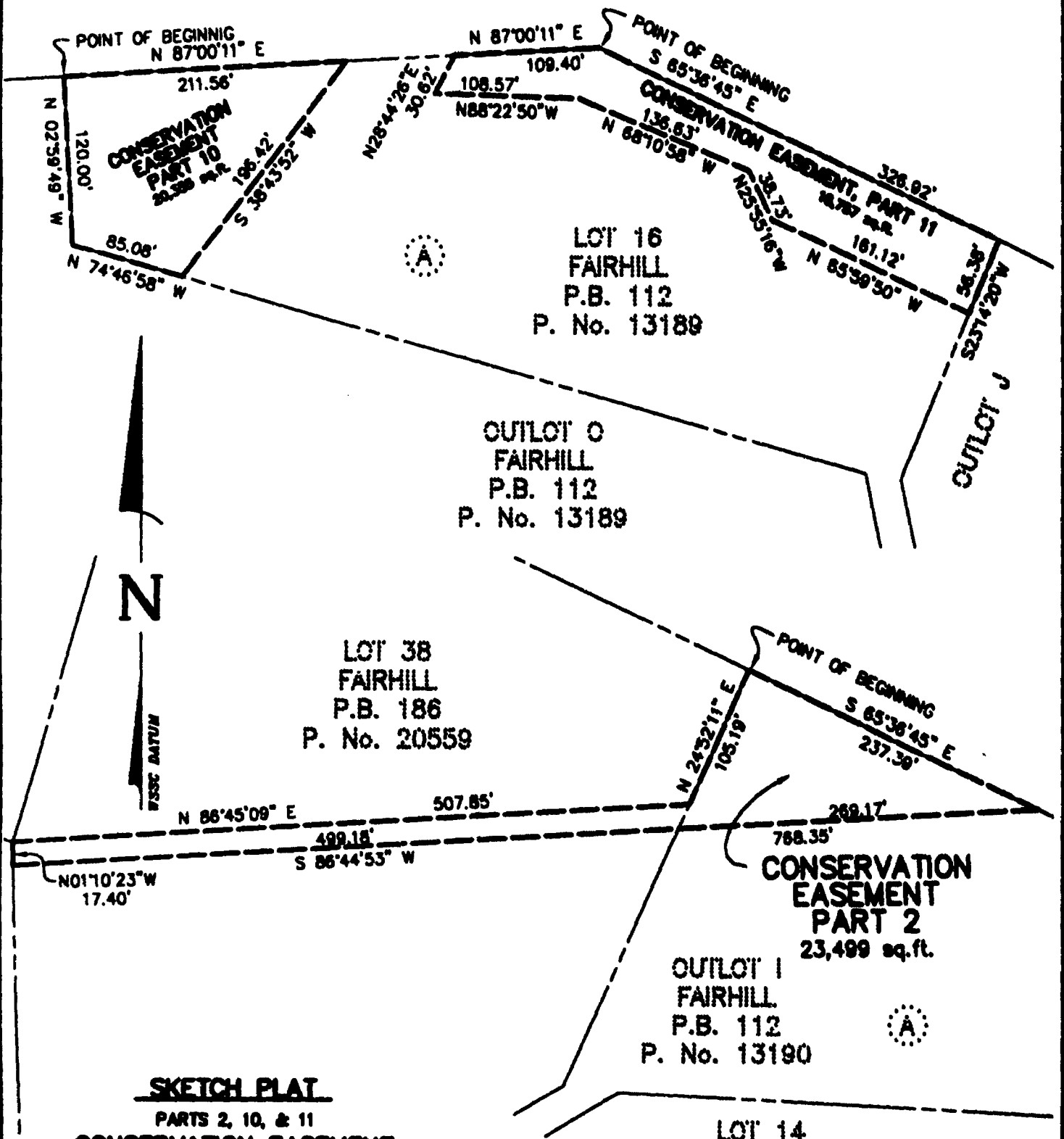
SCALE: 1"=100' MARCH, 1998  
MONTGOMERY COUNTY, MARYLAND

**MACRIS, HENDRICKS, and GLASCOCK, P.A.**  
ENGINEERS • SURVEYORS • PLANNERS  
8230 MONTMAN ROAD, SUITE 128  
GANTHERBURG, MD 20878-1228  
(301) 679-0840

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MOR 15627, p. 0324, MSA CE63-15582, Date available 06/15/2005, Printed 07/05/2016



MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 15627, p. 0325, MSA\_CE63\_15582. Date available 06/15/2005. Printed 07/05/2016.



**SKETCH PLAT**

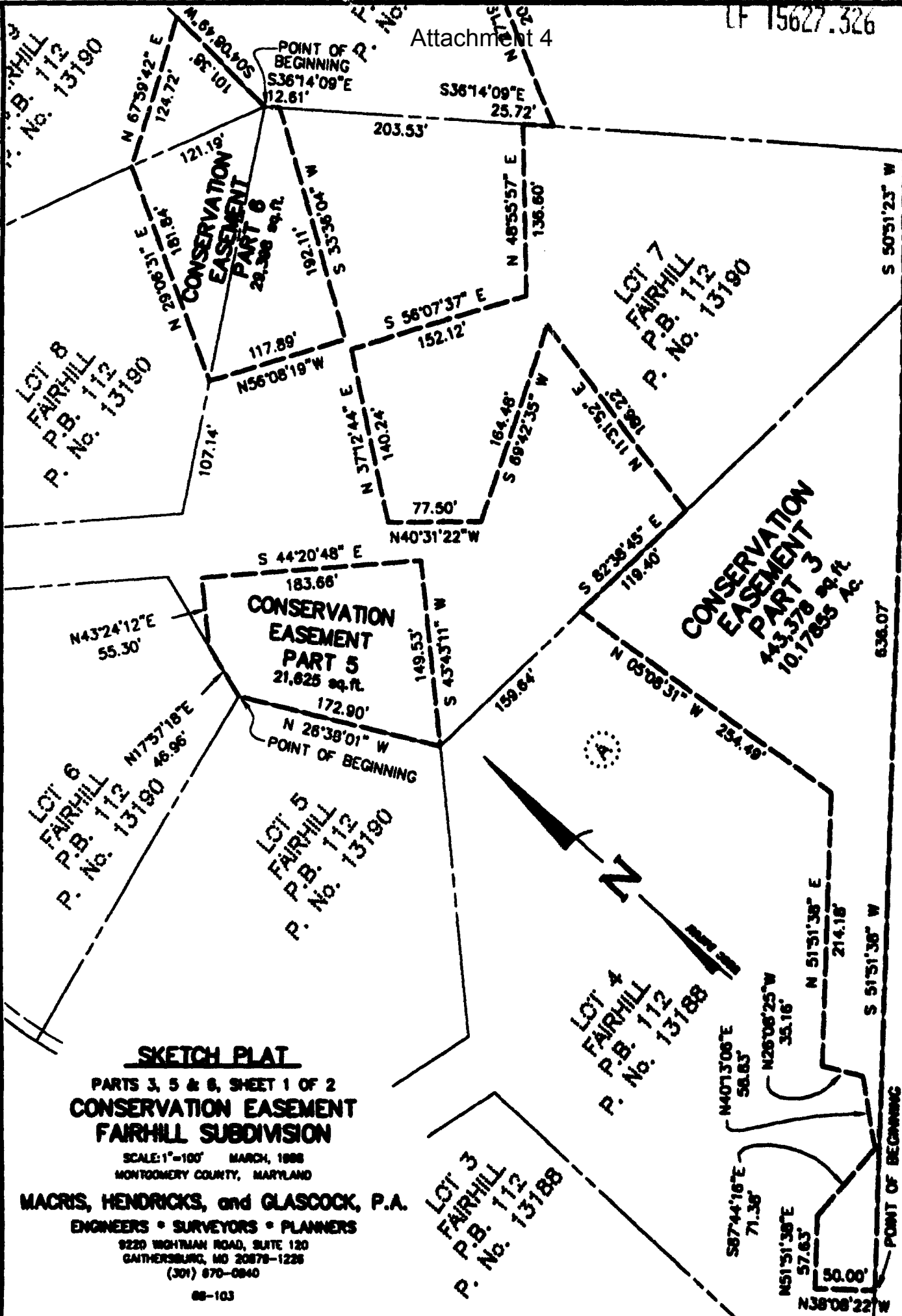
PARTS 2, 10, & 11  
**CONSERVATION EASEMENT  
FAIRHILL SUBDIVISION**

SCALE: 1"=100' MARCH, 1988  
MONTGOMERY COUNTY, MARYLAND

**MACRIS, HENDRICKS, and GLASCOCK, P.A.**  
ENGINEERS • SURVEYORS • PLANNERS  
8220 WIGHTMAN ROAD, SUITE 120  
GAITHERSBURG, MD 20878-1238  
(301) 870-0840  
88-103

LF 15627.326

Attachment 4



**SKETCH PLAT**

PARTS 3, 5 & 6, SHEET 1 OF 2  
**CONSERVATION EASEMENT  
FAIRHILL SUBDIVISION**

SCALE: 1"=100' MARCH, 1988  
MONTGOMERY COUNTY, MARYLAND

**MACRIS, HENDRICKS, and GLASCOCK, P.A.**  
ENGINEERS • SURVEYORS • PLANNERS

8220 WIGHTMAN ROAD, SUITE 120  
GAITHERSBURG, MD 20878-1226  
(301) 670-0840



Attachment 4

**SKETCH PLAT**

**PART 3, SHEET 2 OF 2  
CONSERVATION EASEMENT  
FAIRHILL SUBDIVISION**

SCALE: 1"=100' MARCH, 1998  
MONTGOMERY COUNTY, MARYLAND

**MACRIS, HENDRICKS, and GLASCOCK, P.A.**

**ENGINEERS • SURVEYORS • PLANNERS**

8220 WIGHTMAN ROAD, SUITE 120  
GAITHERSBURG, MD 20878-1228  
(301) 870-0840

88-103

**OUTLOT  
FAIRHILL  
P.B. 112  
P. No. 13190**

**LOT 14  
FAIRHILL  
P.B. 112  
P. No. 13190**

**LOT 13  
FAIRHILL  
P.B. 112  
P. No. 13190**

**LOT 12  
FAIRHILL  
P.B. 112  
P. No. 13190**

**LOT 11  
FAIRHILL  
P.B. 112  
P. No. 13190**

**LOT 10  
FAIRHILL  
P.B. 112  
P. No. 13190**

**CONSERVATION  
EASEMENT  
PART 3**

**N 58°17'10"E  
68.77'**

**S 55°58'10" E  
185.83'**

**N 43°42'51" E  
140.74'**

**N 57°03'10" W**

**N 26°15'27" E  
227.96'**

**S 45°08'19" E  
20.13'**

**N 36°30'18" E  
197.55'**

**S 36°14'09" E  
130.79'**

**N 27°19'02" E  
209.70'**

**S 36°14'09" E**

**S 87°21'28" E  
72.12'**

**N 25°45'28" E  
282.27'**

**540.00'**

**S 14°47'03" W**

**381.99'**

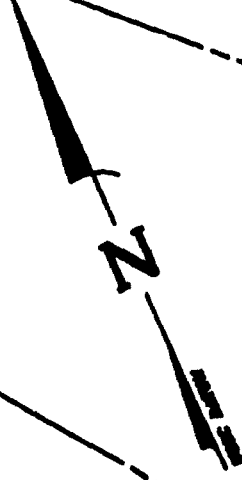
**289.95'**

**182.43'**

**239.37'**

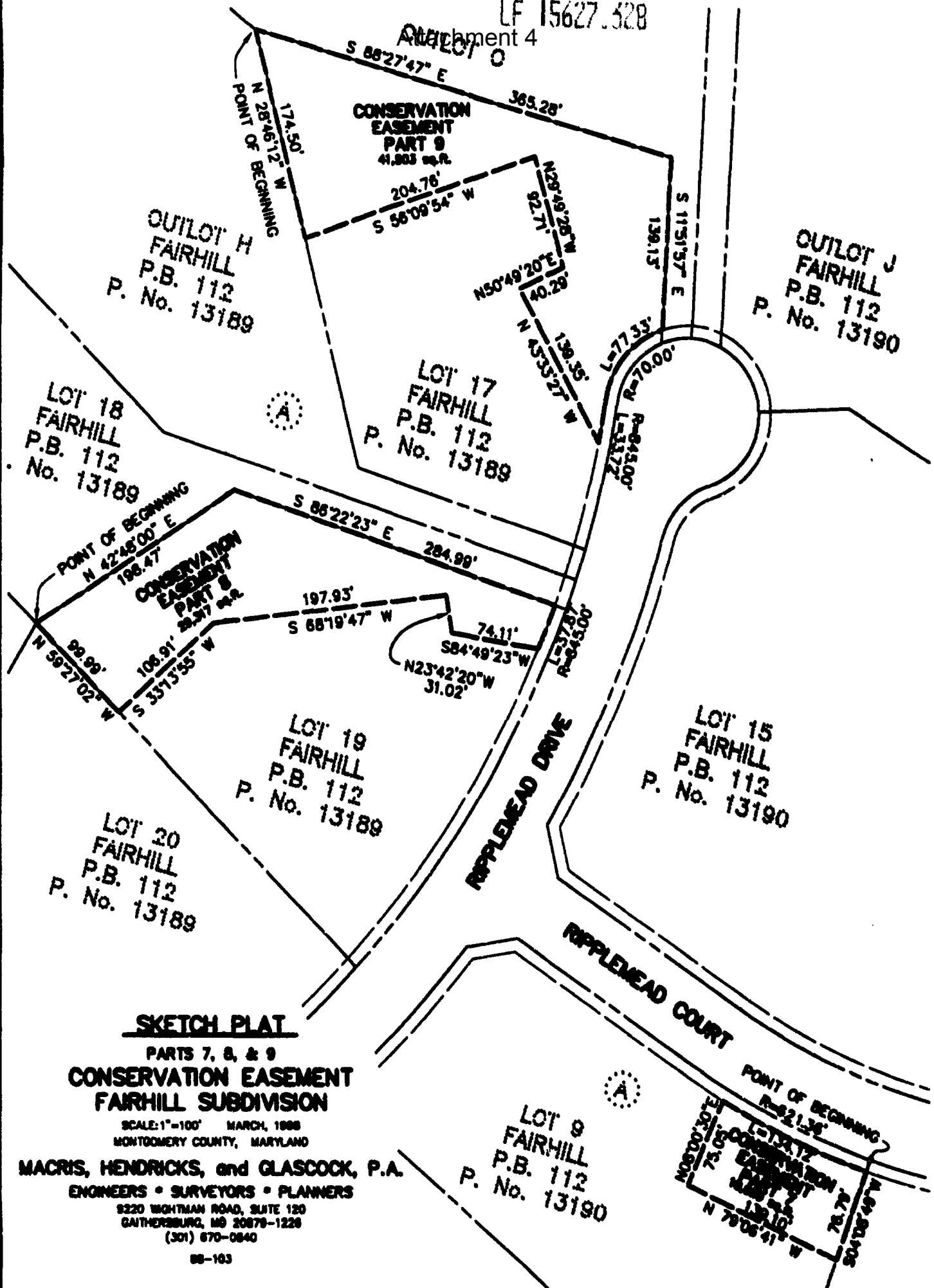
**POINT OF  
BEGINNING  
2 50°14'09" E  
61'**

**203.53'**



LF 15627.528

Attachment 4  
Lot O



**SKETCH PLAT**

**PARTS 7, 8, & 9  
CONSERVATION EASEMENT  
FAIRHILL SUBDIVISION**

SCALE: 1"=100' MARCH, 1988  
MONTGOMERY COUNTY, MARYLAND

**MACRIS, HENDRICKS, and GLASCOCK, P.A.**  
ENGINEERS • SURVEYORS • PLANNERS  
8320 WIGHTMAN ROAD, SUITE 120  
GAITHERSBURG, MD 20878-1226  
(301) 670-0840



OUTLOT J  
FAIRHILL  
P.B. 112  
P. No. 13190



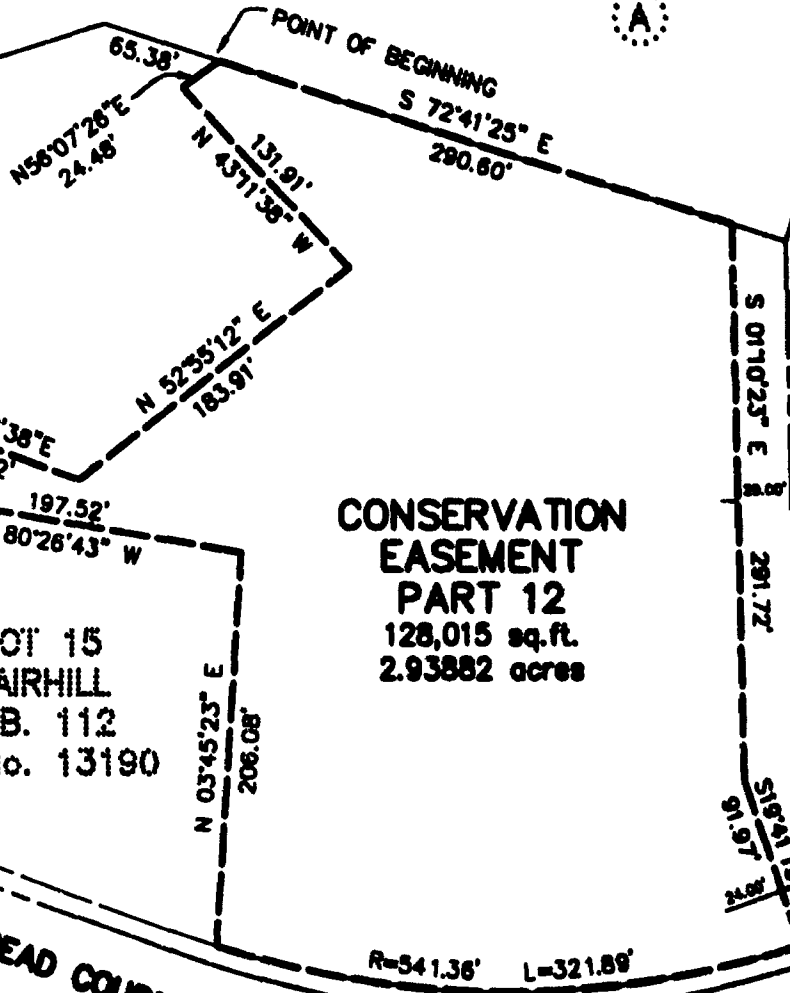
OUTLOT K  
FAIRHILL  
P.B. 112  
P. No. 13190

CONSERVATION  
EASEMENT  
PART 12  
128,015 sq.ft.  
2.93882 acres

LOT 15  
FAIRHILL  
P.B. 112  
P. No. 13190

RIPPLEMEAD DRIVE

RIPPLEMEAD COURT



**SKETCH PLAT**

**PART 12  
CONSERVATION EASEMENT  
FAIRHILL SUBDIVISION**

SCALE: 1"=100' MARCH, 1988  
MONTGOMERY COUNTY, MARYLAND

**MACRIS, HENDRICKS, and GLASCOCK, P.A.**  
ENGINEERS • SURVEYORS • PLANNERS  
8220 WYOMAN ROAD, SUITE 120  
GAITHERSBURG, MD 20878-1220  
(301) 670-0949

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 15627, p. 0329, MSA\_CE63\_15582. Date available 06/15/2005. Printed 07/05/2016.

Attachment 4

ATTACHED TO AND MADE A PART OF THE CERTAIN INSTRUMENT DATED THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 1998

CLERK'S INDEX SHEET

(For the purpose of proper indexing only)

- 1. **TYPE OF INSTRUMENT:** CONSERVATION EASEMENT AGREEMENT
- 2. **GRANTOR'S NAME:** FAIRHILL PARTNERS LIMITED PARTNERSHIP,  
Mehrl F. Mayne, Edward F. Mayne, Josephine L. Mayne and Kent C. Mayne
- 3. **GRANTEE'S NAME:** Montgomery County Planning Board of the Maryland-  
National Capital Park and Planning Commission
- 5. **PARCEL ID/TAX ACCOUNT NO(S):** Outlot A/Blk A 1-15-2031888; Outlot B/Blk A  
1-15-2031890; Outlot C/Blk A 1-15-2031902; Outlot D/Blk A 1-15-2031913; Outlot  
L/Blk A 1-15-2032096; Outlot M/Blk A 1-15-2032108; Outlot N/Blk A 1-15-2032110;  
Outlot H/Blk A 1-15-2032085; Lot 27/Blk A 1-15-02032074; Lot 26/Blk A 1-15-  
02032063; Lot 25/Blk A 1-15-02032052; Lot 21/Blk A 1-15-02032187; Lot 18/Blk A 1-  
15-02032154; Outlot I, Blk A 1-15-2032212; Lot 16/Blk A 1-15-02032132; Lot 7/Blk A  
1-15-02032256; Lot 8/Blk A 1-15-02032267; Lot 9/Blk A 1-15-02032278; Lot 10/Blk A  
1-15-02032280; Lot 11/Blk A 1-15-02032291; Lot 12/Blk A 1-15-02032303; Lot 13/Blk  
A 1-15-02032314; Lot 14/Blk A 1-15-02032325; Lot 19/Blk A 1-15-02032165; Lot  
17/Blk A 1-15-02032143; Lot 15/Blk A 1-15-02032336.
- 6. **PROPERTY DESCRIPTION:** FAIRHILL SUBDIVISION  
Plat Book 112, Plats 13188, 13189, 13190; Plat Book 186, Plat 20559
- 7. **STREET ADDRESS OF THE LAND AND PREMISES DESCRIBED IN THIS  
INSTRUMENT:** Ripplemead Drive and Ripplemead Court

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

  X   Mailed  
       Held at Clerk's Office

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

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

VERIFIED BY: \_\_\_\_\_  
 (Clerk's Office)



\*SP6, SP7, SP8 DO NOT MEET FOREST CRITERIA  
 PUA 8/21/01

Project name: Fairhill NSO File No.: 88103 06-Jun-96

**Preliminary FOREST CONSERVATION WORKSHEET**

A. Total area of tract:	128.7 ac.
B. Area within 100 year flood plain:	2.9 ac.
C. Area of land to be used for agriculture:	0.0 ac.
D. Area within NSO or RCDOT road/easement responsibility:	0.0 ac.
E. Net tract area:	125.8 ac.
F. Land use category:	SE-2
G. Afforestation threshold:	20 % of net tract area = 25.2 ac.
H. Conservation threshold:	25 % of net tract area = 31.5 ac.
I. Existing forest cover:	47.1 ac.
J. Forest cover above conservation threshold:	15.6 ac.

**CALCULATION OF BREAK-EVEN POINT**

L. Break even point:	34.6 ac.
M. Forest area to be retained:	20.7 ac.
N. Total area of forest to be cleared:	25.4 ac.

**CALCULATION OF AFFORESTATION REQUIREMENT**

P. Afforestation requirement:	0.0 ac.
-------------------------------	---------

**CALCULATION OF REFORESTATION REQUIREMENT**

Q. Area of forest above conservation threshold to be cleared:	15.6 ac.
R. Area of forest below conservation threshold to be cleared:	10.8 ac.
S. Forested area above conservation threshold to be saved:	0.2 ac.
T. Planting required for clearing above threshold:	3.9 ac.
U. Planting required for clearing below threshold:	21.5 ac.
V. Credit for forest saved above conservation threshold:	0.0 ac.
W. Total reforestation requirement:	25.4 ac.

**TOTAL PLANTING REQUIREMENT**

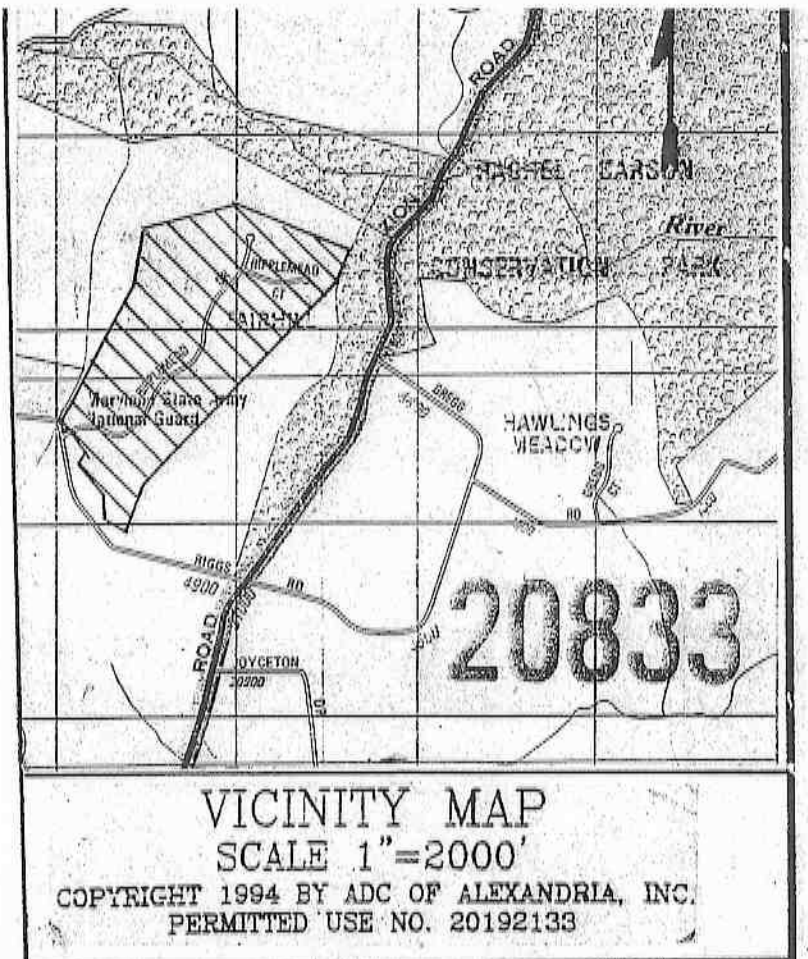
X. Afforestation and reforestation:	25.4 ac.
Y. Credit for trees and landscaping:	0.0 ac.
Z. Landscaped Areas:	0.0 ac.
Individual/Street Trees:	0.0 ac.
Full credit: trees @ ft. dia. ea. @ 20 yrs.	0.0 ac.
1/4 credit: trees @ ft. dia. ea. @ 20 yrs.	0.0 ac.
Specimen/Champion Trees: s.f. of C.H.S.	0.0 ac.
Total credit:	0.0 ac.
2. Total forest planting requirement:	25.4 ac.

**NOTES:**  
 Any inconsistency of displayed totals may be due to rounding of values.  
 This spreadsheet format reflects the worksheet contained in the Approved Technical Manual, dated September, 1995, by the Montgomery County Planning Department.

**SUPPLEMENTAL PLANT LIST**

QTY.	BOTANICAL NAME	COMMON NAME	HT.	MISC.
200	Liriodendron tulipifera	Tulip Poplar	6'-9"	Bare root
200	Quercus rubra	Red Oak	6'-9"	Bare root
150	Nyssa sylvatica	Black Gum	6'-9"	Bare root
120	Pinus strobus	White Pine	6'-9"	Bare root
100	Juniperus Virginiana	Eastern Red Cedar	6'-9"	Bare root
85	Lindera benzoin	Spicebush	6'-9"	Bare root
85	Viburnum dentatum	Arrowwood	6'-9"	Bare root
84	Myrica Pennsylvania	Sawberry	6'-9"	Bare root

**Notes:**  
 24.3 acres of the required reforestation will be through natural regeneration. The additional 1.1 acres of the required reforestation will be planted in the remaining Forest Conservation Easement not forested or dedicated to natural regeneration, and will be planted with the above plant material at a rate of:  
 - 700 seedlings/acre x 1.1 acres = 770 seedlings  
 - The six shall be 60% dominant species and 40% understorey species planted a maximum of 9' on-center.  
 - Shrub species shall be planted at 1/3 the number of trees 770 seedlings x 1/3 = 254 shrub seedlings



3.56 AC OPEN FIELD - NO INVASIVES

2.32 AC GOOD DENSITY OF BRUSH, BRAMBLES, + TREE SAPLINGS BUT MOST SAPLINGS ≤ 1" CALIPER

1.0 ACRE OPEN FIELD WITH NUMEROUS CLUMPS OF MULTIFLORA ROSE

- NOTE:**
- SAMPLE PLOTS TO BE MONITORED FOR SAPLING DENSITY AND PERCENT MULTIFLORA ROSE TWICE A YEAR. MONITORING SHALL TAKE PLACE ONCE IN THE SPRING AND ONCE IN THE FALL. A COPY OF THE MONITORING DATA SHEETS WILL BE SUBMITTED TO MCPP&C FOR REVIEW.
  - IF DATA SHEETS REFLECT AN INCREASE IN THE PERCENT OF MULTIFLORA ROSE THAT IS NOT CONDUCTIVE TO NATURAL REGENERATION, SELECTIVE REMOVAL OF THE MULTIFLORA ROSE MAY BE REQUIRED.
  - EXISTING DIRT ROADWAYS TO BE USED AS PATHWAYS INTO NATURAL REGENERATION AREAS. WHERE NECESSARY ADDITIONAL PATHWAYS WILL BE MOWN TO INDIVIDUAL SAMPLE PLOTS.

PHASE I

PHASE II



Remove 68,443 SF (1.5712 Ac) Forest Conservation Easement from lot 4.  
 2:1 Calculation for off-site afforestation/reforestation: 1.5712 Ac removed forest conservation x 2 = 3.14 Ac. offsite Forest Conservation Mitigation

- ★ SPECIMEN TREE TO BE CONSERVED
- ☆ SPECIMEN TREE TO BE REMOVED
- ☆ SPECIMEN TREE TO REMAIN WHEN POSSIBLE
- /// SUPPLEMENTAL PLANTING

- KEY**
- ..... ROOT PRUNING TRAIL
  - FOREST CONSERVATION EASEMENT
  - X-X-X TREE PROTECTION FENCE (SEE DETAIL)
  - EXISTING FOREST (TO REMAIN)
  - NATURAL REGENERATION AREA
  - NATURAL REGENERATION SAMPLE POINT (1/3 S.P.)

VEGETATION PARKY HERE BUT MANY NATIVE TREES + WOODY BRUSH 1/4 TO 1.5" CALIPER. GOOD DIVERSITY OF SAPLINGS. GOOD DENSITY OF SAPLINGS. NO SUPPLEMENTAL PLANTING NEEDED.

GLW IS ONLY RESPONSIBLE FOR THE REVISION TO LOT 4 TO REMOVE THE FOREST CONSERVATION EASEMENT

**GLWGUTSCHICK LITTLE & WEBER, P.A.**  
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS  
 3509 NATIONAL DRIVE - SUITE 250 - BURTONTOWN OFFICE PARK  
 BURTONTOWN, MARYLAND 20868  
 TEL: 301-421-4024 BAL: 410-565-1823 DC/VA: 301-988-2524 FAX: 301-421-4196

FINAL FOREST CONSERVATION PLAN  
**NAT. REGENERATION ASSESSMENT**  
**FAIRHILL EXHIBIT**  
 (BASED ON 8/21/01 FIELD SAMPLING)

LOTS 1-27, OUTLOTS A-R, ROADS, BLOCK  
 1ST ELECTION DISTRICT  
 MOUNTGOMERY COUNTY, MARYLAND

APPROVAL

Pl. No. 1-96071  
 Signature: *Angela Schick* 9/19/06  
 DATE

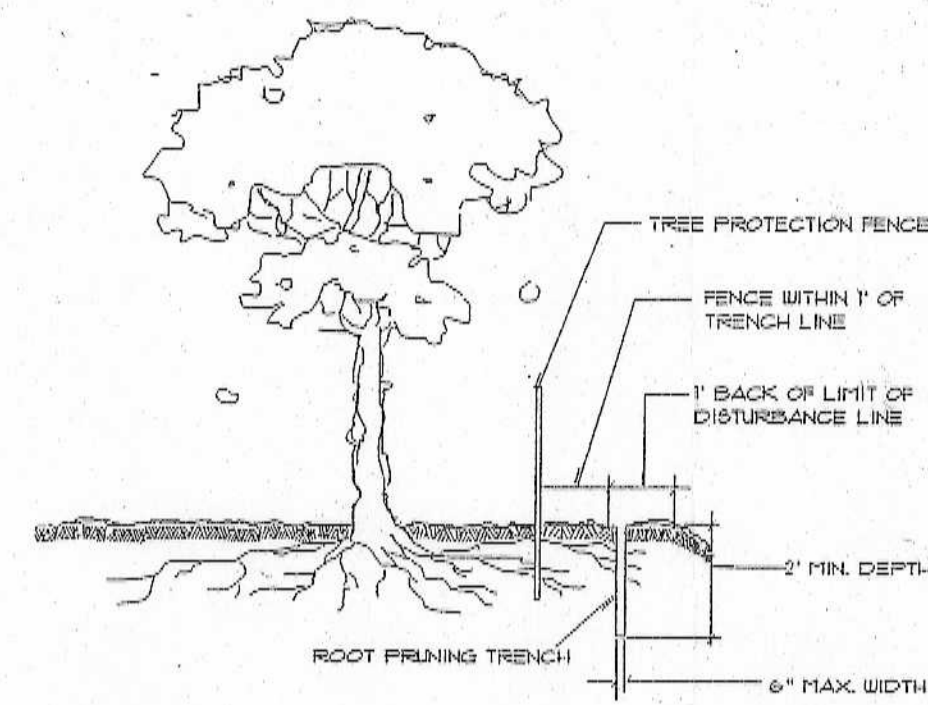
DESIGNED: V.S.B. DRAWN: G.R.G.  
 DATE: JAN. 2006 SCALE: 1"=100'  
 JOB NO.: 301-0840 SHEET: 1 OF 5

**Macris, Hendricks and Glascock, P.A.**  
 Engineers • Planners • Surveyors  
 Suite 120  
 2220 Wightman Road  
 Gaithersburg, Maryland 20878  
 (301) 251-0840

2. REVISED PER MCPP&C COMMENTS 03/10/06  
 1. REVISED PER MCPP&C COMMENTS 7/29/06



STRESS REDUCTION MEASURES (3)

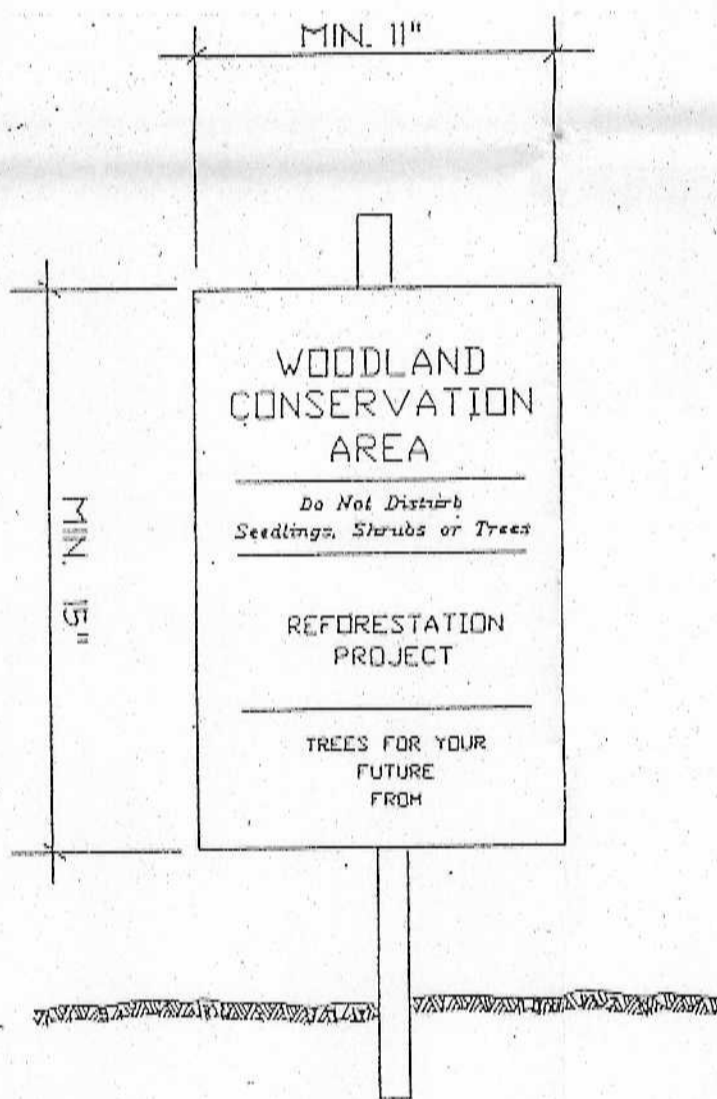


- NOTE:
- Retention Areas will be set as part of the review process.
  - Boundaries of Retention Areas should be staked and flagged prior to trenching.
  - Each location of trench should be identified.
  - Trench should be immediately backfilled with soil removed or other high organic soil.
  - Roots should be cleanly cut using vibratory knife or other acceptable equipment.

Signage



- NOTE:
- Attachment of signs to trees is prohibited.
  - Signs should be properly maintained.
  - Avoid injury to roots when placing posts for the signs.
  - Signs should be posted to be visible to all construction personnel from all directions.



- NOTE:
- Attachment of signs to trees is prohibited.
  - Signs should be properly maintained.
  - Avoid injury to roots when placing posts for the signs.
  - Signs should be posted to be visible to all construction personnel from all directions.

ROOT PRUNING

Figure 3.6.6 Handling Seedlings in the Field

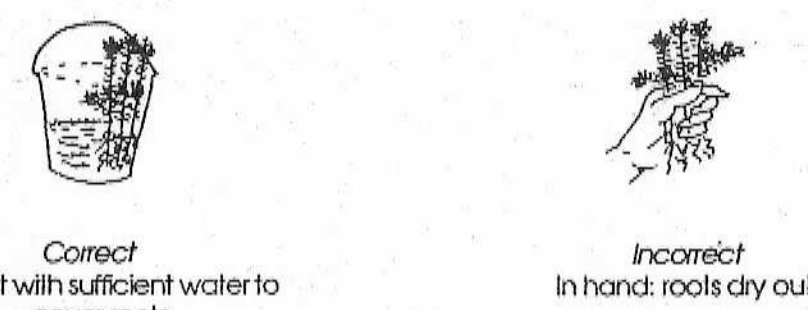
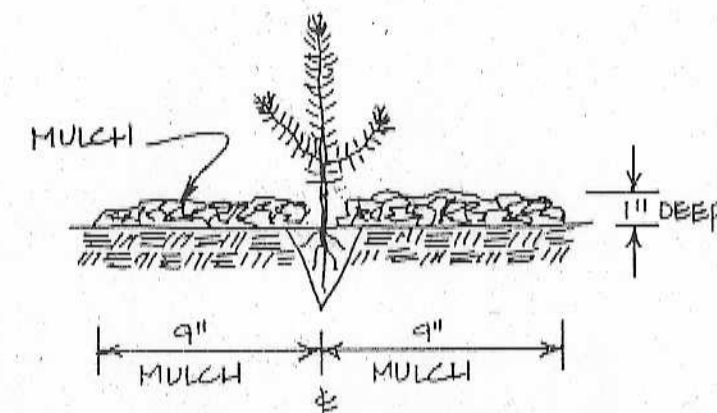
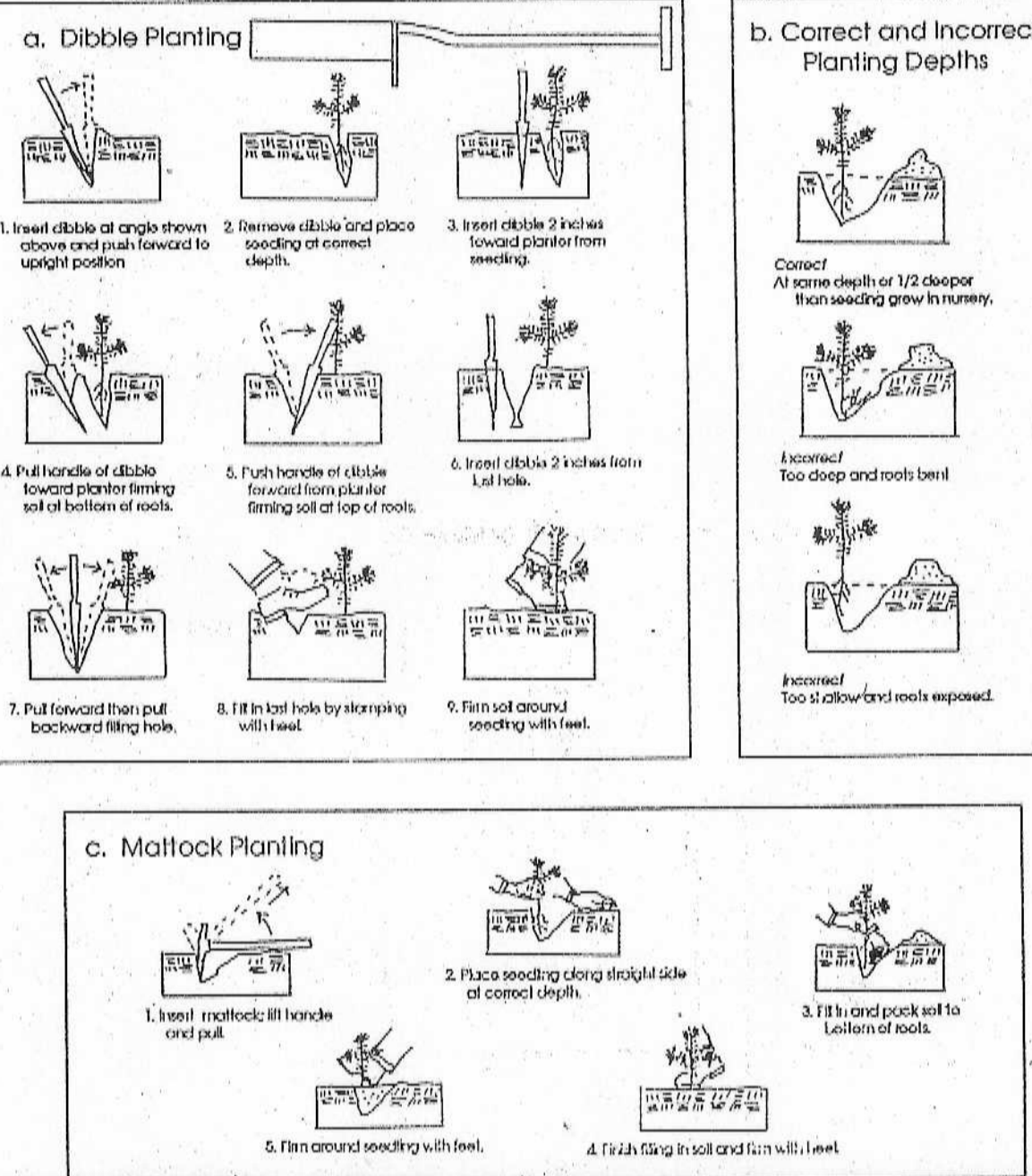


Figure 3.6.6 notes the correct method for handling seedlings in the planting field. Seedlings dry out very quickly and, once dry, often are not usable even after mistletoeing.

Seedling and Whip Planting Specification

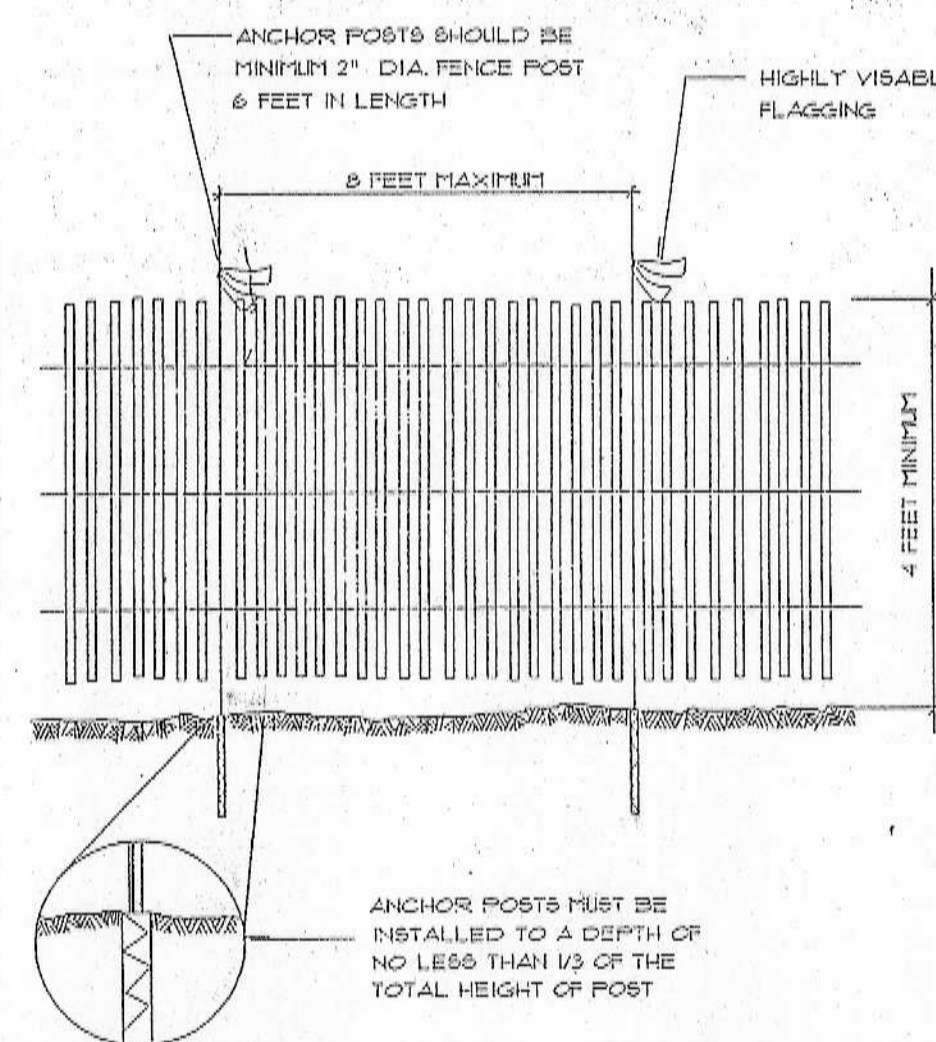


Seedling Planting Methods



Seedlings and whips need special care when planted. Figure 3.6.6 details the recommended manual planting procedures which include correct planting depths (b) as well as methods for two different planting tools: the dibble (a) and the mattock (c).

SNOW FENCE



- NOTE:
- Forest protection device only.
  - Retention area will be set as part of the review process.
  - Boundaries of Retention Area should be staked prior to installing protective device.
  - Avoid root damage when placing anchor posts.
  - Device should be properly maintained during construction.
  - Protective signage is required.

FOREST CONSERVATION PLANTING NOTES

- An on-site pre-construction meeting shall be required after the limits of disturbance have been staked and flagged, but before any clearing or grading begins. The owner shall contact the Maryland National Capital Park and Planning Commission (MNCPPC) Environmental Planning Division staff (410-457-1148) 48 hours prior to commencing construction for a pre-planting meeting and again after planting is completed in order to arrange for inspection (any bond release at this time will be per the maintenance agreement). The attendees at this meeting should include: developer's representative, construction superintendent, tree professional, MNCPPC staff, and sediment control inspector.
  - Root pruning
  - Crown reduction or pruning
  - Watering
  - Fertilizing
  - Vertical mulching
- No clearing or grading shall begin before stress-reduction measures have been implemented, unless otherwise permitted by Montgomery County. Appropriate measures (see Forest Conservation Plan) may include:
  - Chain link fence (four feet high)
  - Orange plastic mesh fence (four feet high)
  - Raised walkways
  - Protective signs
- Temporary protection devices shall be maintained and installed by the contractor for the duration of the construction project and must not be altered without prior approval from Montgomery County. No equipment, trucks, materials, or debris may be stored within the tree protection fence areas or designated natural regeneration areas during the entire construction project. No access to the fenced area of Natural Regeneration areas will be permitted. Tree protection fencing shall not be removed without approval of Montgomery County. Tree protection devices to be coordinated with erosion and sediment control devices as indicated on the approved SSC plan.
- Forest Retention Area signs shall be installed as required by inspector. Tree stakes shall be installed along the Afforestation/Reforestation project perimeter at 25 foot intervals. They shall be 2" x 2" x 3", and driven plus 1" below grade.
- Long-term protection devices (see Forest Conservation Plan) may include:
  - Root retention systems
  - Retaining walls
  - Raised sidewalks
  - Tunneling of utilities
  - Pier and panel walls
  - Porcupine fences
- Long-term protection devices will be installed per the Forest Conservation Plan and attached details. Installation will occur at the appropriate time during the construction project.
- Periodic inspections by Montgomery County will occur during the construction project. Corrections and repairs to all tree protection devices, as determined by the inspector, must be made in a timely fashion.
- After construction is completed, an inspection shall be requested. Corrective measures which may be required include:
  - Removal and replacement of dead or dying trees
  - Pruning of dead or declining limbs
  - Soil aeration
  - Fertilization
  - Watering
  - Wound repair
  - Cleanup of retention areas
  - Removal of multiflora rose

12. After inspection and completion of corrective measures have been undertaken, all temporary protection devices shall be removed from the site. No additional grading, mounding, or burial of debris may take place.

Supplemental Planting

- Contractor to mow afforestation areas only and remove all invasive plants (i.e. multiflora rose, hollyhock trees) and apply herbicide to eliminate competition of weed seed prior to planting. No mowing of natural regeneration areas will be permitted.
  - All plant material shall be approved by the Owner or duly appointed representative prior to planting. If plant material is not available substitutions may be made with prior approval from the developer and Montgomery County.
  - Site and standards of plant materials shall conform to latest edition of "Nurs Standards for Nursery Stock", by the American Association of Nurserymen, Inc. (AAN).
  - All plants shall be placed so as not to obstruct drainages.
  - Plants shall be installed randomly in a triangular or staggered pattern (not in a straight line). Container stock shall be spaced minimum 8-12 feet on center. Bare root stock shall be spaced minimum 6-8' feet on center. See detail.
  - Slow release fertilizer (osmocote 10-10-10) shall be applied at the time of planting at the rate of 600 lbs. per acre.
  - Where field conditions exist which would adversely affect plant performance, or interfere with proper planting procedures, the contractor shall notify the Owner prior to installation of plant material.
  - All trees are to be located a minimum distance of 5' from all utility boxes; 5' from a storm drain inlet or manhole, 10' from a fire hydrant, 15' from any public street, light, and 5' from any driveway apron.
  - Remove litter and debris as required during the first growing season and at the beginning of the second growing season.
  - Plants shall be installed only between the months of January and May and between September and December when the ground is not frozen. Plants shall be guaranteed for one-year period from the time of installation. Any replacement must be installed as above.
  - All disturbed areas within the Forest Conservation easement to be seeded with Southern Tier Consulting, Inc. (716-868-3120), Native/Naturalized Wildflower Seed Mix (Northwest) at a rate of 23 pounds per acre.
- Maintenance:
- The plant material and natural regeneration areas shall be maintained by the owner/developer for two (2) years after the completion. Maintenance shall consist of:
    - Remove and replace all dead or diseased vegetation.
    - Remove all invasive non-native plants.
    - Necessary watering, fertilization, or pest control.
    - Stall not be mowed unless directed by Montgomery County.
  - Maintenance of the afforestation/reforestation/natural regeneration area for a period of two years is required per the Montgomery County Tree Technical Manual. During this maintenance period the health and vigor of the plantings shall be monitored and may include the need to specify actions to correct existing problems (i.e. removal of multiflora rose). The following inspection schedule shall be carried out:
    - Year 1 and 2: Two inspections per year: inspect in the beginning of the growing season (May or June), and inspect at the end of the growing season (September or October). Data on seedling quantities and multiflora rose percentages shall be collected from the monitoring points in the natural regeneration areas at the time of inspections.
    - At the end of the second year the survival rate of all the supplemental planting areas shall be a minimum of 75% of the total trees planted, additional plant material may be needed to be planted to bring the total count up to the 75%.
    - At the end of the second year the survival rate of all the natural regeneration areas shall be to a minimum standard of 75% of 700 seedlings per acre and show signs of positive regeneration. Supplemental plant material will be required if the minimum standard is not achieved.
  - At the end of the maintenance period a final inspection shall be set up at the site with the Owner or owner's representative and a staff member from MNCPPC to insure that the required afforestation/reforestation/natural regeneration survival rate has been achieved.

FOREST CONSERVATION SEQUENCING SCHEDULE

- Remove Multiflora Rose from areas designating removal on the Forest Conservation Plan prior to pre-construction meeting.
  - At completion of Phase I, Forest Conservation areas and Natural Regeneration Areas, within Phase I, shall be inspected by MNCPPC for compliance and the start of the two year maintenance period (See Forest Conservation maintenance and management agreement) will begin.
  - Install supplemental plantings per landscape plant schedule prior to clearing and grading for Phase II.
  - Upon completion of Phase II and installation of supplemental plantings, MNCPPC shall inspect F.C. areas for compliance and the start of the two year maintenance period shall begin.
- Completion is defined as installation of infrastructure, stabilization of land and closing of corresponding Sediment and Erosion Control permit.

THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION

FINAL FOREST CONSERVATION PLAN

APPROVAL

Plan No. 1-96071  
 Signature: *Russell Brickle* 9/18/16  
 DATE

DETAILS AND NOTES

FINAL FOREST CONSERVATION PLAN  
 OCT 11 2001  
**FAIRHILL**  
 LOTS 1-27, OUTLOTS A-R & ROADS, BLOCK A  
 1ST ELECTION DISTRICT  
 MONTGOMERY COUNTY, MARYLAND

GLW IS ONLY RESPONSIBLE FOR THE REVISION TO LOT 4 TO REMOVE THE FOREST CONSERVATION EASEMENT

**GLWGUTSCHICK LITTLE & WEBER, P.A.**  
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS  
 3909 NATIONAL DRIVE - SUITE 250 - BURTOWNSVILLE OFFICE PARK  
 BURTOWNSVILLE, MARYLAND 20996  
 TEL: 301-421-4224 FAX: 410-880-1820 DC/VA: 301-989-2524 FAX: 301-421-4186

Designed	Drawn
V.S.B.	C.R.G.
Date	Scale
1-2-05	AS SHOWN
Job No.	Sheet
08-103	2 of 2

2. REVISED PER MNCPPC COMMENTS 8/13/16  
 1. REVISED PER MNCPPC COMMENTS 7/15/16