

Date of Mailing: April 22, 1992

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

Action: Approved Staff Recommendation with Modifications  
(Motion of Comm. Keeney, seconded by Comm. Baptiste, with  
a vote of 5-0; Comms. Keeney, Baptiste, Bauman, Floreen  
and Richardson voting in favor.)

MONTGOMERY COUNTY PLANNING BOARD

OPINION

Preliminary Plan 1-91045

NAME OF PLAN: PETERSON PROPERTY

On 04-04-91, STUART PETERSON, submitted an application for the approval of a preliminary plan of subdivision of property in the RE2 zone. The application proposed to create 5 lots on 11.70 ACRES of land. The application was designated Preliminary Plan 1-91045. On 04-16-92, Preliminary Plan 1-91045 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 1-91045 to be in accordance with the purposes and requirements of the Subdivision Regulations (Chapter 50, Montgomery County Code, as amended) and approves Preliminary Plan 1-91045, subject to the following conditions:

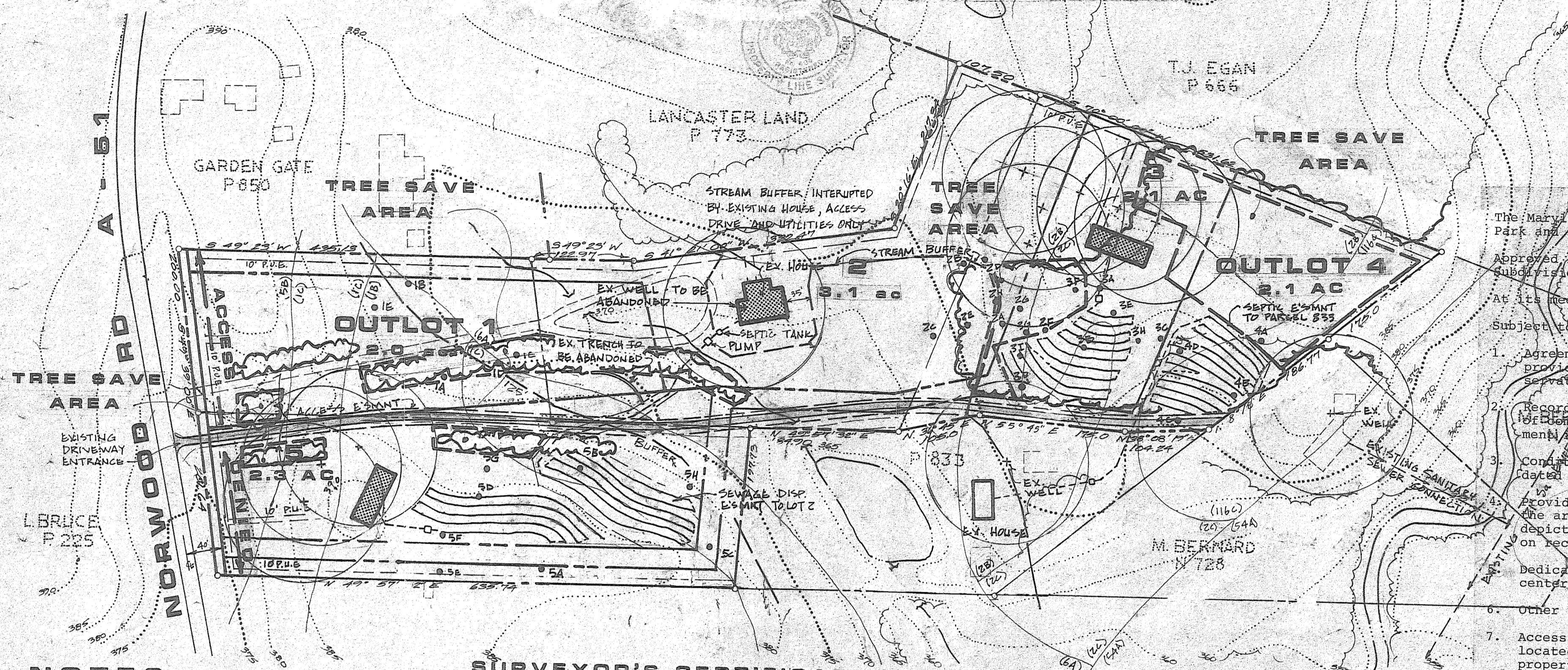
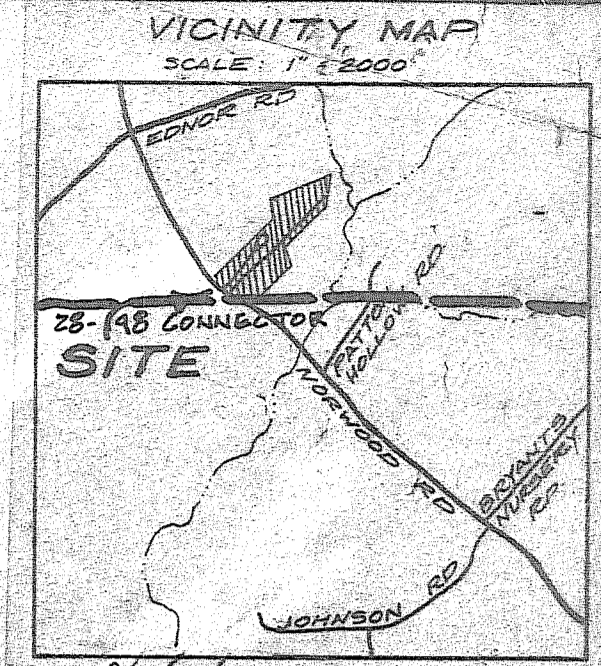
1. Agreement with Planning Board to provide for the necessary tree preservation as shown on 4/92 plan
2. Record plat to reflect delineation of common ingress and egress easement including P833 and P728
3. Conditions of Health Department memo dated 1/3/92
4. Provide conservation easement over the area of the stream buffer as depicted on 4/92 plan and reflect on record plat
5. Dedication of Norwood Road 40' off center line
6. Other necessary easements
7. Access to proposed Lot 3 shall be located solely within the Peterson property unless agreement can be reached with the owners of P833 and P728 prior to recording of plat

LOT	N.O. BEDROOMS	TEST SITE	TIME IN MIN.	DEPTH OF TESTS	TEST SITE	TIME IN MIN.	DEPTH OF TESTS	TEST SITE	TIME IN MIN.	DEPTH OF TESTS	INVERT LOWEST FIXTURE	SEPTIC TANK		INVERT BEGIN FIELD	LENGTH INITIAL SYSTEM	LENGTH ENTIRE SYSTEM	DEPTH STONE	
												INVERT IN	INVERT OUT					
1																		
2	6	5A	13	2 1/2 + 1 3/8	5B	17	3 3/8 + 1 1/4	5C	11	4 1/4 + 1 1/2	T.O.B.B. PUMPED	381.5	380.6	380.3	380.0	239'	1000'	4'
3	5	3E	6	5 1/2 + 1 3/8	3B	10	5 + 1 1/4	3D	25	2 1/2 + 1 1/2	384.6	380.6	380.3	380.0	239'	1000'	4'	
4	5	4A	17	2 1/2 + 1 3/8	4B	12	4 1/2 + 1 3/8	4C	20	2 1/2 + 1 1/2	386.8	383.0	382.7	382.5	239'	1000'	4'	
5	6	5F	5	4 1/2 + 1 3/8	5A	13	2 1/2 + 1 3/8	5D	23	2 1/2 + 1 1/2	389.1	385.5	385.2	385.0	217'	1000'	4'	

**CERTIFICATION OF TEST SITE LOCATIONS**

I HEREBY CERTIFY TO THE ACCURACY AND LOCATION OF THE SEPTIC SYSTEM TESTS INDICATED ON THIS PRELIMINARY PLAN OF SUBDIVISION

SIGNATURE: *[Signature]* DATE: 11-6-91



- The Maryland-National Capital Park and Planning Commission  
 Approved Preliminary Subdivision Plan No. 1-91045  
 At its meeting of 4-16-92  
 Subject to:
1. Agreement with Planning Board to provide for the necessary tree preservation as shown on 4/92 plan
  2. Record plat to reflect delineation of common ingress and egress easement including P833 and P728
  3. Conditions of Health Department memo dated 1/3/92
  4. Provide conservation easement over the area of the stream buffer as depicted on 4/92 plan and reflect on record plat
  5. Dedication of Norwood Road 40' off center line
  6. Other necessary easements
  7. Access to proposed Lot 3 shall be located solely within the Peterson property unless agreement can be reached with the owners of P833 and P728 prior to recording of plat

**NOTES**  
 AREA OF PARCEL: 11.7 ac  
 CURRENT ZONING: RE-2  
 NO. LOTS PERMITTED - 5  
 NO. LOTS SHOWN - 5  
 TAX MAP JS 343  
 NOTE: AREA INSIDE STREAM BUFFER TO BE PUT IN CONSERVATION EASEMENT INTERRUPTED BY EXISTING HOUSE, ACCESS DRIVE AND UTILITIES AS SHOWN.

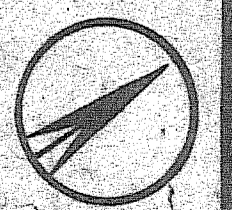
**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE BOUNDARY SHOWN HEREON IS CORRECT TO MY BEST KNOWLEDGE AND BELIEF BASED UPON EXISTING RECORDS AND VISUAL OBSERVATIONS  
 DATE: 12/12/88  
*[Signature]*  
 THOMAS A. MADDOX  
 MD R.P.L.S. # 10860

**OWNER:**  
**MR STUART PETERSON**  
 811 NORWOOD RD  
 SILVER SPRING, MD 20904  
 O (301) 584-0100  
 H (301) 774-7388

**PRELIMINARY PLAN**  
**PETERSON PROPERTY**  
 project: **NORWOOD VICINITY**  
 MONTGOMERY COUNTY, MARYLAND

**B&A**  
 Benning & Associates, Inc.  
 Land Planning Consultants  
 8933 Shady Grove Court  
 Gaithersburg, Md. 20877  
 (301) 948-0240

date: FEB. 9, 1990  
 APRIL 6, 1992  
 scale 1 IN = 100 FT  
 north



LIBER FILE III  
10728.501

*L.D. NHA-CX*

CONSERVATION EASEMENT AGREEMENT

Category I

DEFINITIONS

FILED  
BETTIE A. SKELTON  
CLERKS OFFICE  
MONTGOMERY COUNTY MD

92 OCT 13 A 8:43 A

**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

NO FEE

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Chapter 22A, Montgomery County Code.

**Exhibit A:**

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

**WITNESSETH**

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

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

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

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

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

this Agreement); and

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

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

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

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

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

NOW, THEREFORE, the Grantor has executed this agreement for no monetary consideration but for the purpose of ensuring compliance with development standards imposed in accordance with Montgomery County law as a condition of development approval. The Grantor does hereby grant and convey unto the Planning Board,

in perpetuity, an Easement on the Property of the size and location described in Exhibit A, and further described on the applicable record plat(s), of the nature and character described herein. This Easement constitutes a covenant real running with the title of the land, and is granted to preserve, protect and maintain the general topography and natural character of the land. Grantor, its heirs, successors and assigns covenant to abide by the following restrictions within the Easement:

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

2. No living trees or shrubs (of any size or type) shall be cut down, removed or destroyed without prior written consent from the Planning Board. Diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage after reasonable notice to the Planning Board, unless such notice is not practical in an emergency situation or is undertaken pursuant to a forest management plan approved by 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 a forest management plan approved by DNR. Noxious weeds (limited to those weeds defined as "noxious" under Maryland State or Montgomery County laws or regulations) 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:

- a. Construction, excavation or grading (except for afforestation and reforestation efforts conducted in compliance with an approved forest conservation plan).
- b. Erection of any building or structural improvements on or above ground, including (but not limited to) sheds, dog pens, play equipment and retaining walls.
- c. Construction of any roadway or private drive.
- d. Activities which in any way could alter or interfere with the natural ground cover or drainage (including alteration of stream channels, stream currents or stream flow).

- e. Industrial or commercial activities.
- f. Timber cutting, unless conducted pursuant to an approved forest management plan approved by DNR.
- g. Location of any component of a septic system.
- 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. 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.

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

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

10. 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.

11. Grantor authorizes Planning Board representatives to enter the Property and Easement 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.

12. 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.

13. 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.

14. 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

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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.

15. 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.

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THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

OFFICE OF  
THE GENERAL COUNSEL

(301) 495-4646  
FAX (301) 495-2173

October 8, 1992

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 easements 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,

Michele Rosenfeld  
Associate General Counsel

MMR:ejc  
Enclosure

c:consease.ltr

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*[Handwritten signature]*

CONSERVATION EASEMENT AGREEMENT

Category II

DEFINITIONS

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

- (i) Plan approval conditioned on compliance with a  
or
- (ii) Plan approval conditioned on compliance with a  
conservation agreement (issued pursuant to  
Chapters 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 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 submitted pursuant to 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:** Forest Conservation Plan approved by

FILED  
BETHE A. SKELTON  
CLERK OF COURT  
MONTGOMERY COUNTY, MD

92 OCT 13 A 8:43.8

NO FES - RECFFC

the Montgomery County Planning Board or Planning Director pursuant to Chapter 22A, Montgomery County Code ("FCP").

**Exhibit A:**

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

**WITNESSETH**

This Agreement reflects a grant of easement by Grantor to 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 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 Plan 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 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) for the purposes set forth below running in favor of Grantee; and

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

WHEREAS the purpose includes preservation of trees and the natural beauty of the property subject to the easement for purposes of screening the approved new development from the sight of adjacent and abutting property owners to ensure maximum compatibility between the existing and proposed new developments; and

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

WHEREAS, the parties intend for the conditions and covenants contained in this 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 which establishes perpetual control over the Easement in 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 by Montgomery County law as a condition of development approval. The Grantor does hereby grant and convey unto the Commission, in perpetuity, an Easement on the Property of the size and location described in Exhibit A, and further described on the applicable record plat(s)

of the nature and character described herein. This Easement constitutes a covenant real running with the title of the land, and is granted to preserve, protect and maintain the general topography and natural character of the land. Grantor, its heirs, successors and assigns covenant to abide by the following restrictions within the Easement:

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

2. No tree with a diameter greater than six inches (at a height of four feet from the ground) or more than thirty feet in height (measured from the ground) ("Trees") may be cut down, removed or destroyed without prior written consent from the Planning Board staff. Diseased or hazardous Trees or Tree limbs may be removed to prevent personal injury or property damage after a minimum of ten business days' notice to the Planning Board, unless such notice is not practical in an emergency situation.

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

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

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

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

- a. Construction (including roadways, private drives, paths and trails), excavation, grading or retaining walls.
- 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. Activities which in any way could alter or interfere with soil or slope stability or drainage (including alteration of stream channels, stream currents or stream flow).

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



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

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

9. No dumping of unsightly or offensive man-made materials, including construction materials and debris. No dumping of ashes, sawdust or grass clippings shall occur except in a properly located, designed and maintained compost pile. Upon prior written approval of the Planning Director, suitable heavy fill may be placed to control and prevent erosion that would conflict with the purposes of this easement provided that the fill is covered by arable soil or humus and properly stabilized.

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

11. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or to 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 reasonable hours for the purpose of making periodic inspections to ascertain whether the Grantor, its heirs, 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 the applicable community or homeowner association covenants and by-laws.

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

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Planning Board successful seeks judicial relief.

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

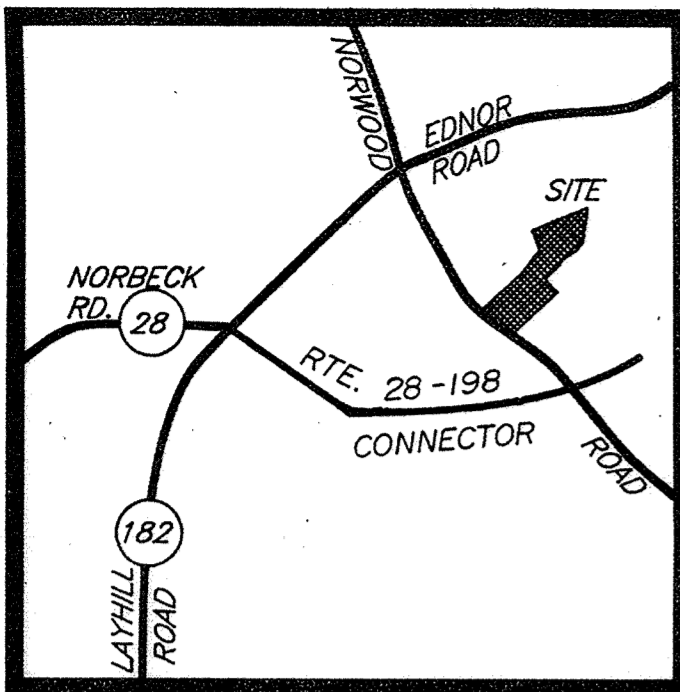
15. No failure on the part of the Planning Board to enforce any covenant or provision herein shall waive the Planning Board's right to enforce any covenant within this agreement.

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

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

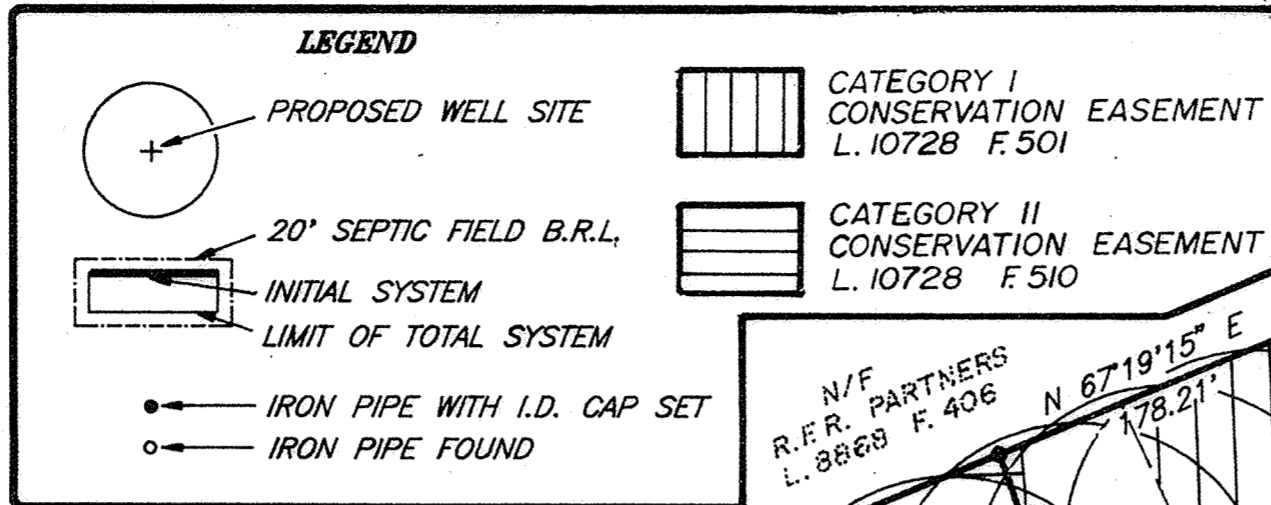
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page 8 of 8



**VICINITY MAP**  
1 INCH = 2,000 FEET

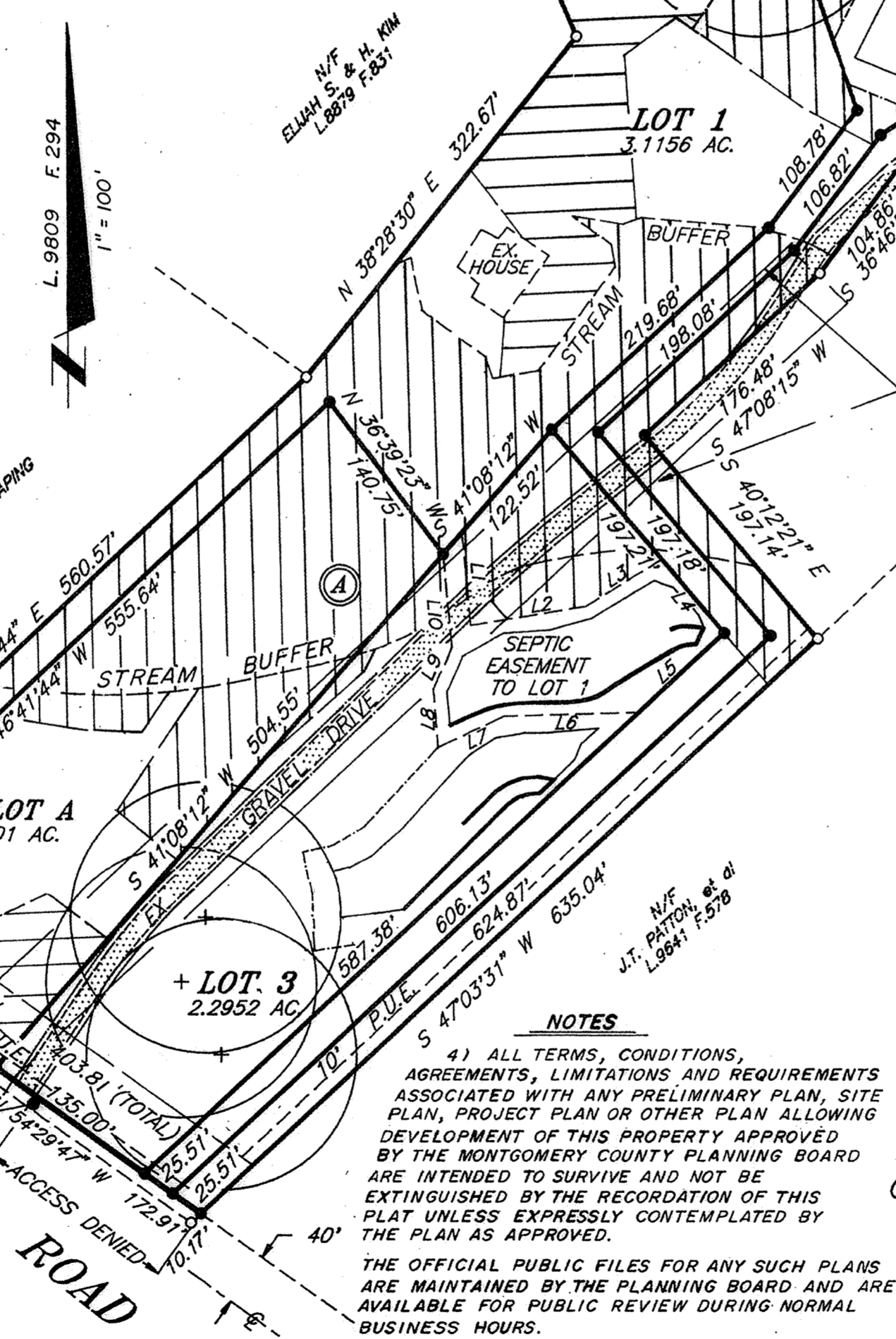
LINE#	BEARING	DISTANCE
L1	S 05°21'54" E	68.96'
L2	N 80°40'35" E	86.30'
L3	N 58°31'08" E	66.33'
L4	S 40°12'21" E	70.99'
L5	S 47°03'31" W	86.42'
L6	S 88°20'19" W	99.34'
L7	S 64°38'53" W	54.63'
L8	N 04°33'27" W	43.46'
L9	N 24°03'44" E	34.20'
L10	N 05°21'54" W	69.23'
L11	N 17°42'41" E	54.66'
L12	N 81°03'47" E	37.40'
L13	S 89°33'44" E	69.15'
L14	S 17°09'52" E	38.04'
L15	S 08°21'26" W	77.51'
L16	S 55°59'14" W	10.52'
L17	S 19°15'06" E	151.62'



- NOTES**
- SEPTIC FIELD BUILDING RESTRICTION LINES ARE SUBJECT TO CHANGE UPON REAPPROVAL BY THE HEALTH DEPARTMENT.
  - LOTS 1 & 3 ARE APPROVED FOR SIX (6) BEDROOM HOMES. LOT 2 & OUTLOT B ARE APPROVED FOR FIVE (5) BEDROOM HOMES.

FILED  
APR 23 1994

- NOTES**
- ACCESS TO ALL LOTS & OUTLOTS INCLUDED IN THIS PLAN TO BE EXCLUSIVELY WITHIN THIS PLATED PROPERTY. CONSERVATION EASEMENTS TO BE INTERRUPTED BY FUTURE ACCESS DRIVES AND UTILITY SERVICE FOR LOTS 1 AND 2.



- NOTES**
- ALL TERMS, CONDITIONS, AGREEMENTS, LIMITATIONS AND REQUIREMENTS ASSOCIATED WITH ANY PRELIMINARY PLAN, SITE PLAN, PROJECT PLAN OR OTHER PLAN ALLOWING DEVELOPMENT OF THIS PROPERTY APPROVED BY THE MONTGOMERY COUNTY PLANNING BOARD ARE INTENDED TO SURVIVE AND NOT BE EXTINGUISHED BY THE RECORDATION OF THIS PLAN UNLESS EXPRESSLY CONTEMPLATED BY THE PLAN AS APPROVED.
- THE OFFICIAL PUBLIC FILES FOR ANY SUCH PLANS ARE MAINTAINED BY THE PLANNING BOARD AND ARE AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE PLAN SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF ALL THAT PROPERTY CONVEYED BY MILO O. PETERSON UNTO STUART PETERSON BY DEED DATED JUNE 18, 1991 AND RECORDED IN LIBER 9809 AT FOLIO 294 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, AND THAT IRON MARKERS HAVE BEEN FOUND OR SET AS INDICATED HEREON, PER SECTION 50-24(e) OF THE MONTGOMERY COUNTY CODE. THE TOTAL AREA SHOWN ON THIS PLAN IS 11.6655 ACRES OF LAND, OF WHICH 0.0666 ACRES IS DEDICATED TO PUBLIC USE.

1-4-93  
DATE  
DANIEL T. CAYWOOD  
PROPERTY LINE SURVEYOR

**OWNER'S DEDICATION**

I, STUART PETERSON, OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON DO HEREBY ADOPT THIS PLAN OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, DEDICATE THE STREET TO PUBLIC USE AND GRANT SLOPE EASEMENTS PARALLEL, ADJACENT AND CONTIGUOUS TO NORWOOD ROAD TO THE BUILDING RESTRICTION LINE OR AS SHOWN HEREON, FOR THE CONSTRUCTION, RECONSTRUCTION AND MAINTENANCE OF PUBLIC ROADS. SLOPE EASEMENTS SHALL BE EXTINGUISHED AFTER ALL PUBLIC IMPROVEMENTS HAVE BEEN LAWFULLY COMPLETED AND ACCEPTED FOR MAINTENANCE BY THE APPROPRIATE PUBLIC AGENCY.

I FURTHER GRANT TEN FOOT PUBLIC UTILITY EASEMENTS, SHOWN HEREON AS "10' P.U.E.," TO THOSE PARTIES NAMED IN THE DOCUMENT ENTITLED: "DECLARATION OF TERMS AND PROVISIONS OF PUBLIC UTILITY EASEMENTS," AS RECORDED IN LIBER 3834 AT FOLIO 457 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

THERE ARE NO SUITS, ACTIONS OF LAW, LEASES, LIENS, MORTGAGES OR TRUSTS AFFECTING THE PROPERTY SHOWN HEREON, EXCEPT FOR A CERTAIN MORTGAGE HELD BY MILO O. PETERSON AND THAT SAID MILO O. PETERSON, AS PARTY OF INTEREST THERETO, HEREON INDICATES HIS ASSENT.

Stuart Peterson 8/15/92  
WITNESS DATE STUART PETERSON

I HEREBY ASSENT TO THIS PLAN OF SUBDIVISION;

Stuart Peterson 8/15/92  
WITNESS DATE MILO O. PETERSON

**LOTS 1, 2, 3 AND OUTLOTS A & B  
BLOCK A  
PETERSON'S SUBDIVISION**

ELECTION DISTRICT No. 5  
MONTGOMERY COUNTY, MARYLAND  
AUGUST, 1992 1 INCH = 100 FEET

**MADDOX**  
INCORPORATED  
ENGINEERS • SURVEYORS

100 PARK AVENUE  
ROCKVILLE, MARYLAND 20850-8000  
(301) 708-9001

MADDOX PROJECT No. 89020

DATE.....  
PLAT BOOK.....  
PAGE.....

292372191045140398702041695 AGR

MARYLAND NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION  
MONTGOMERY COUNTY PLANNING BOARD  
APPROVED SEPTEMBER 10, 1992

Chairman: [Signature]  
Asst. Secretary: [Signature]  
Treasurer: [Signature]

M.N.C.P. & P.C. RECORD FILE NO. 592.23 292372

MONTGOMERY COUNTY  
DEPARTMENT OF  
TRANSPORTATION  
(PIA No. 94-014)  
APPROVED FEBRUARY 24, 1994

[Signature]  
FOR DIRECTOR

MONTGOMERY COUNTY  
DEPARTMENT OF  
HEALTH  
APPROVED MARCH 15, 1994

[Signature]  
HEALTH OFFICER



# MONTGOMERY COUNTY PLANNING DEPARTMENT

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

8787 Georgia Avenue, Silver Spring, Maryland 20910

Environmental Planning Division 301.495.4540 Fax: 301.495.1303

www.MontgomeryPlanning.Org

## NOTICE OF VIOLATION

~~EDPNOV 0001~~

FOR MONTGOMERY COUNTY, MARYLAND, the undersigned issuer, being duly authorized, states that:

On, March 24, 2017 the recipient of this NOTICE, Fernando Gomez  
Date Recipient's Name

who represents the property owner, - same -  
Property Owner's Name

is notified that a violation of the Montgomery County Forest Conservation Law (Chapter 22-A) exists at the following location: 811 Norwood Road, Silver Spring, MD 20905

Plan No.	119910450	Explanation:
<b>VIOLATION:</b>		
	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.	
X	Other: <u>Installed foundation within a Category-1 easement. Expanded an out-building and driveway within a Category-2 easement.</u>	
Failure to comply with this NOV by <u>April 24, 2017</u> 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 <u>301-495-4581</u> 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 301-45-4540.	
	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.	
X	Other: <u>(1) Remove foundation from Category-1 easement; or (2) apply for a forest conservation easement amendment, pre-lion plan amendment &amp; easement amendment; (3) request in writing to retain out building and driveway within Category-2 easement.</u>	
MNCPPC Inspector	<u>David Wiggleworth</u> Printed Name	<u>David Wiggleworth</u> Signature
		<u>March 24, 2017</u> Date

RECEIVED BY:

- sent by mail -  
Printed Name Signature Date

**LEGEND**

EXISTING SIGNIFICANT TREE ≥24" AND <30" DBH

EXISTING SPECIMEN TREE ≥30" DBH

FOREST TREELINE

NON-FOREST CANOPY

SUBJECT PROPERTY BOUNDARY

ADJOINING PROPERTY BOUNDARIES

EX. CONTOUR

CATEGORY 1 EASEMENT TO BE EXTINGUISHED

CATEGORY 1 EASEMENT TO BE CREATED

CATEGORY 2 EASEMENT TO BE EXTINGUISHED

REGULATED STREAM

EX. FENCE

EX. WALL

NTW - NTW

WB - WB

SB - SB

WETLANDS

100' WETLANDS BUFFER

125' STREAM BUFFER

EXISTING CATEGORY 1 EASEMENT AREA

EXISTING CATEGORY 2 EASEMENT AREA

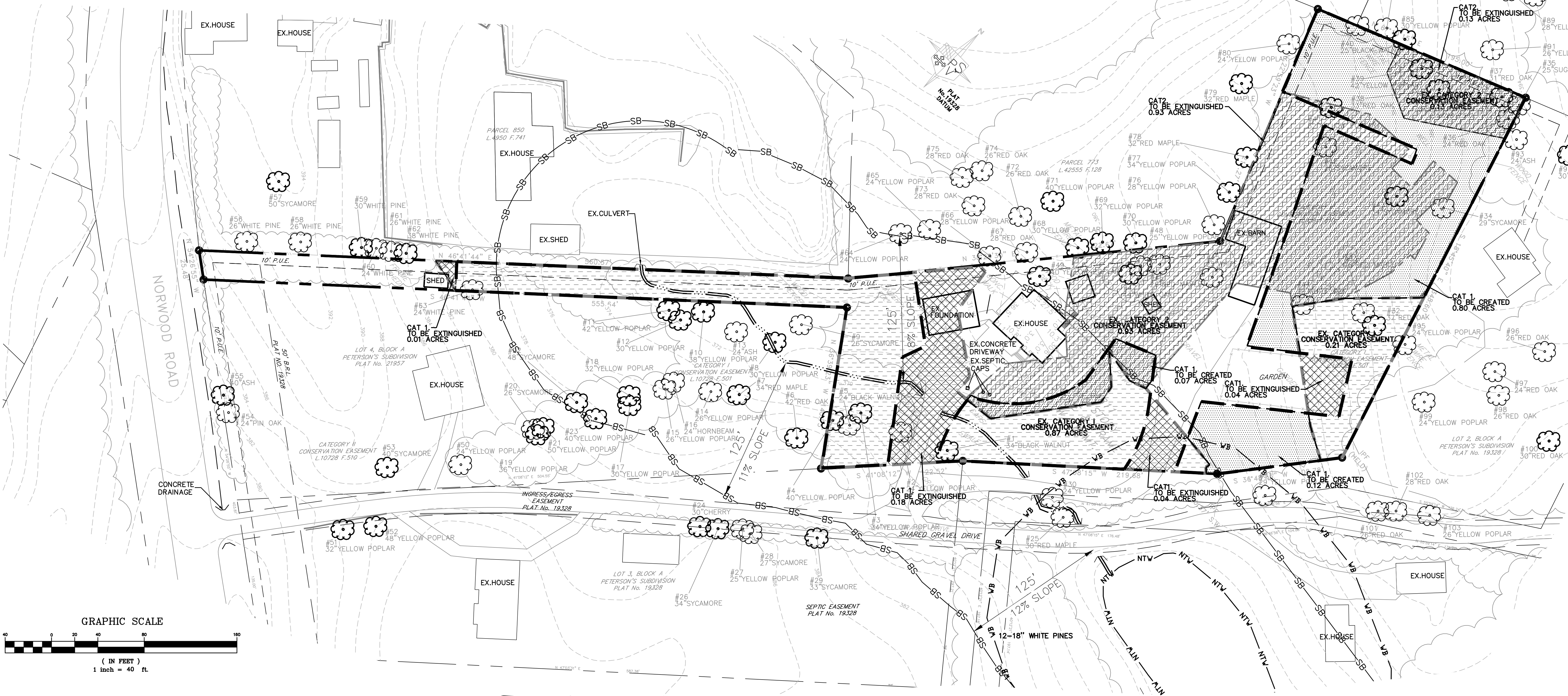
EXISTING CATEGORY 1 CONSERVATION EASEMENT BOUNDARY

EXISTING CATEGORY 2 CONSERVATION EASEMENT BOUNDARY

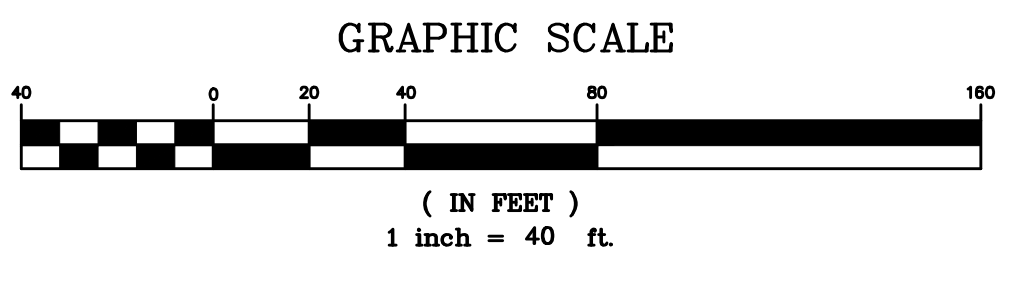
PROPOSED CATEGORY 1 CONSERVATION EASEMENT BOUNDARY

**SITE CATEGORY 1 & 2 EASEMENT TABULATIONS**

	CAT. 1 (ACRES)	CAT. 2 (ACRES)	TOTAL (ACRES)
EXISTING	1.08	1.06	2.14
TO BE EXTINGUISHED	0.27	1.06	1.33
TO BE CREATED	0.99	0.00	0.99
PROPOSED (TOTAL)	1.80	0.00	1.80



MNCPPC# 11991045C



**SITE TABULATIONS:**

ACREAGE OF TRACT:	3.12
ACREAGE OF TRACT REMAINING IN AGRICULTURE:	0
ACREAGE OF ROAD AND UTILITY R/W WHICH WILL NOT BE IMPROVED AS PART OF DEV. APPLICATION:	0
ACREAGE OF EX. FOREST:	0.49
ACREAGE OF TOTAL FOREST RETENTION:	-
ACREAGE OF TOTAL FOREST CLEARED:	-
LAND USE CATEGORY:	MDR
AFFORESTATION THRESHOLD	-
CONSERVATION THRESHOLD	-
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITHIN WETLANDS	0.00/0.00/0.00
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITHIN 100-YEAR FLOODPLAIN	0.00/0.00/0.00
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITHIN STREAM BUFFERS	0.00/0.00/0.00
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITH PRIORITY AREAS	0.00/0.00/0.00
LINEAR EXTENT & AVERAGE WIDTH OF STREAM BUFFER	0'/0'
TOTAL DBH INCHES OF SPECIMEN TREE #1 REMOVED	34
X 0.25 = REQUIRED CALIPER INCHES MITIGATION	8.5
TOTAL CALIPER INCHES OF SPECIMEN TREE MITIGATION	9

**DEVELOPER'S CERTIFICATE**

The Undersigned agrees to execute all the features of the Approved Final Forest Conservation Plan No. 11991045C, including financial bonding, forest planting, maintenance, and all other applicable agreements.

Developer's Name: \_\_\_\_\_  
 Contact Person or Owner: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone and Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_

**CERTIFICATION OF QUALIFIED PROFESSIONAL**

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON HAS BEEN PREPARED IN ACCORDANCE WITH MARYLAND STATE, MNC&PC AND MONTGOMERY COUNTY FOREST CONSERVATION LAWS.

01-23-18  
DATE

MICHAEL A. NORTON  
MNR / COMAR 08.18.06.01  
QUALIFIED PROFESSIONAL

**AMENDED FINAL FOREST CONSERVATION PLAN - CONSERVATION EASEMENT**

**GOMES PROPERTY**  
811 NORWOOD ROAD  
SILVER SPRING, MD 20905

PREPARED FOR  
**FERNANDO GOMES**  
811 NORWOOD ROAD  
SILVER SPRING, MD 20905

**NORTON LAND DESIGN**  
LANDSCAPE ARCHITECTURE + ENVIRONMENTAL PLANNING  
5146 DORSEY HALL DRIVE, 2ND FLOOR ELICOTT CITY, MD 21142  
P-443.942.9199 WWW.NORTONLANDDESIGN.COM

REVISIONS  
-1.15.18 PER COMMENTS 1.10.18

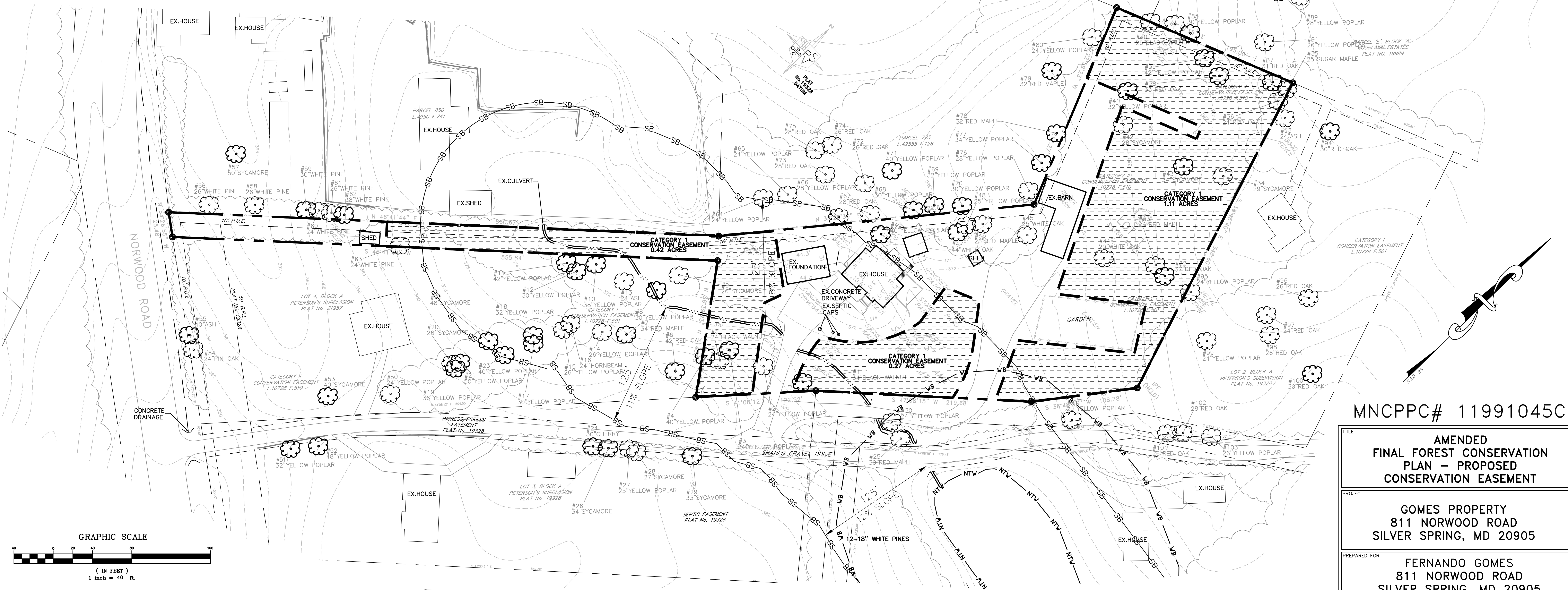
WATER CLASS USE IV WATERSHED NORTH WEST FEMA FLOODPLAIN 24031C0360D  
 UNNAMED  
 J5343 200 SHEET 222NW01 ADC MAP PAGE 22 GRID A-12  
 SCALE AS SHOWN DATE SEP 2017 PROJ. NO. 17-070 SHEET NO. L-1.1

**SITE CATEGORY 1 & 2 EASEMENT TABULATIONS**

	CAT.1 (ACRES)	CAT.2 (ACRES)	TOTAL (ACRES)
EXISTING	1.08	1.06	2.14
PROPOSED (TOTAL)	1.80	0.00	1.80

**LEGEND**

	#88 28" YELLOW POPLAR		REGULATED STREAM
	#82 30" WHITE OAK		EX.FENCE
	EXISTING SIGNIFICANT TREE ≥24" AND <30" DBH		EX.WALL
	EXISTING SPECIMEN TREE ≥30" DBH		NTW NTV
	FOREST TREELINE		WB WB
	NON-FOREST CANOPY		SB SB
	SUBJECT PROPERTY BOUNDARY		PROPOSED CATEGORY 1 CONSERVATION EASEMENT BOUNDARY
	ADJOINING PROPERTY BOUNDARIES		PROPOSED CATEGORY 1 CONSERVATION EASEMENT AREA
	EX. CONTOUR		



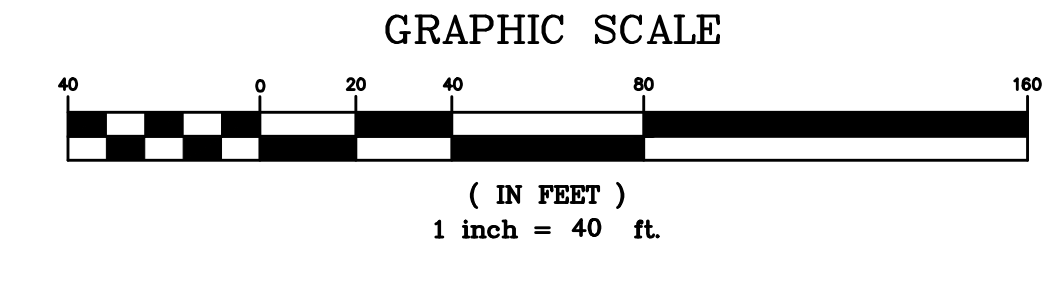
MNCPPC# 11991045C

**AMENDED FINAL FOREST CONSERVATION PLAN – PROPOSED CONSERVATION EASEMENT**

**GOMES PROPERTY**  
811 NORWOOD ROAD  
SILVER SPRING, MD 20905

PREPARED FOR:  
**FERNANDO GOMES**  
811 NORWOOD ROAD  
SILVER SPRING, MD 20905

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P.443.942.9199 WWW.NORTONLANDDESIGN.COM



**SITE TABULATIONS:**

ACREAGE OF TRACT:	3.12
ACREAGE OF TRACT REMAINING IN AGRICULTURE:	0
ACREAGE OF ROAD AND UTILITY R/W WHICH WILL NOT BE IMPROVED AS PART OF DEV. APPLICATION:	0
ACREAGE OF EX. FOREST:	0.49
ACREAGE OF TOTAL FOREST RETENTION:	-
ACREAGE OF TOTAL FOREST CLEARED:	-
LAND USE CATEGORY:	MDR
AFFORESTATION THRESHOLD	-
CONSERVATION THRESHOLD	-
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITHIN WETLANDS	0.00/0.00/0.00
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITHIN 100-YEAR FLOODPLAIN	0.00/0.00/0.00
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITHIN STREAM BUFFERS	0.00/0.00/0.00
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITH PRIORITY AREAS	0.00/0.00/0.00
LINEAR EXTENT & AVERAGE WIDTH OF STREAM BUFFER	0'/0'
TOTAL DBH INCHES OF SPECIMEN TREE #1 REMOVED	34
X 0.25 = REQUIRED CALIPER INCHES MITIGATION	8.5
TOTAL CALIPER INCHES OF SPECIMEN TREE MITIGATION	9

**DEVELOPER'S CERTIFICATE**

The Undersigned agrees to execute all the features of the Approved Final Forest Conservation Plan No. 11991045C, including financial bonding, forest planting, maintenance, and all other applicable agreements.

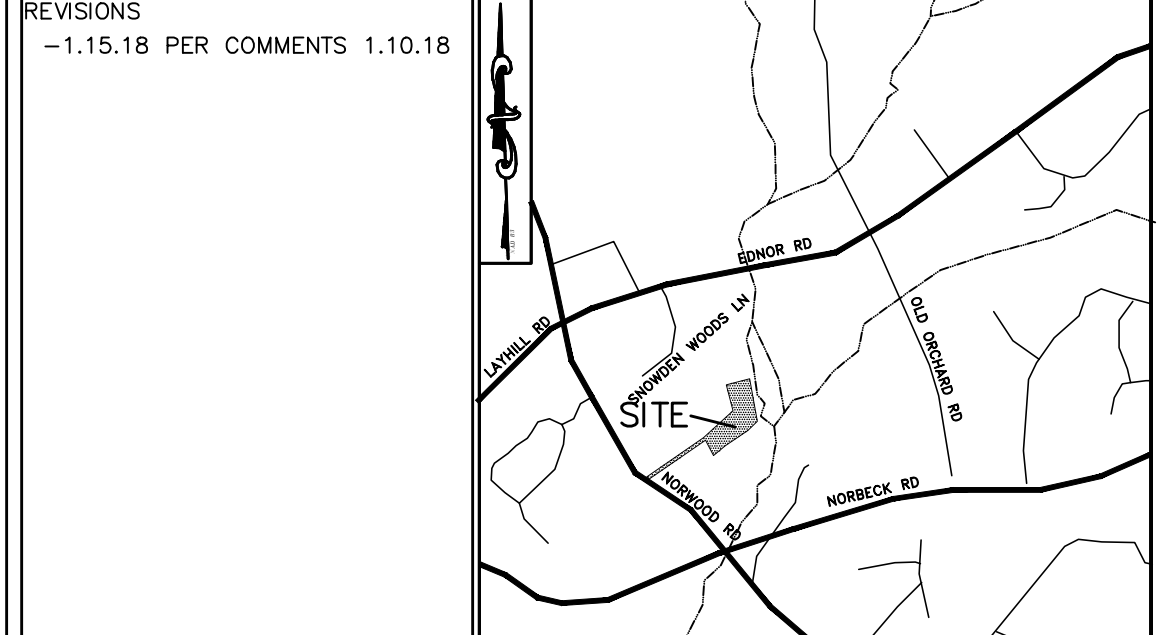
Developer's Name: \_\_\_\_\_  
 Contact Person or Owner: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone and Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_

**CERTIFICATION OF QUALIFIED PROFESSIONAL**

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON HAS BEEN PREPARED IN ACCORDANCE WITH MARYLAND STATE, MNC&PC AND MONTGOMERY COUNTY FOREST CONSERVATION LAWS.

01-23-18  
DATE

MICHAEL A. NORTON  
MNR / COMAR 08.18.06.01  
QUALIFIED PROFESSIONAL



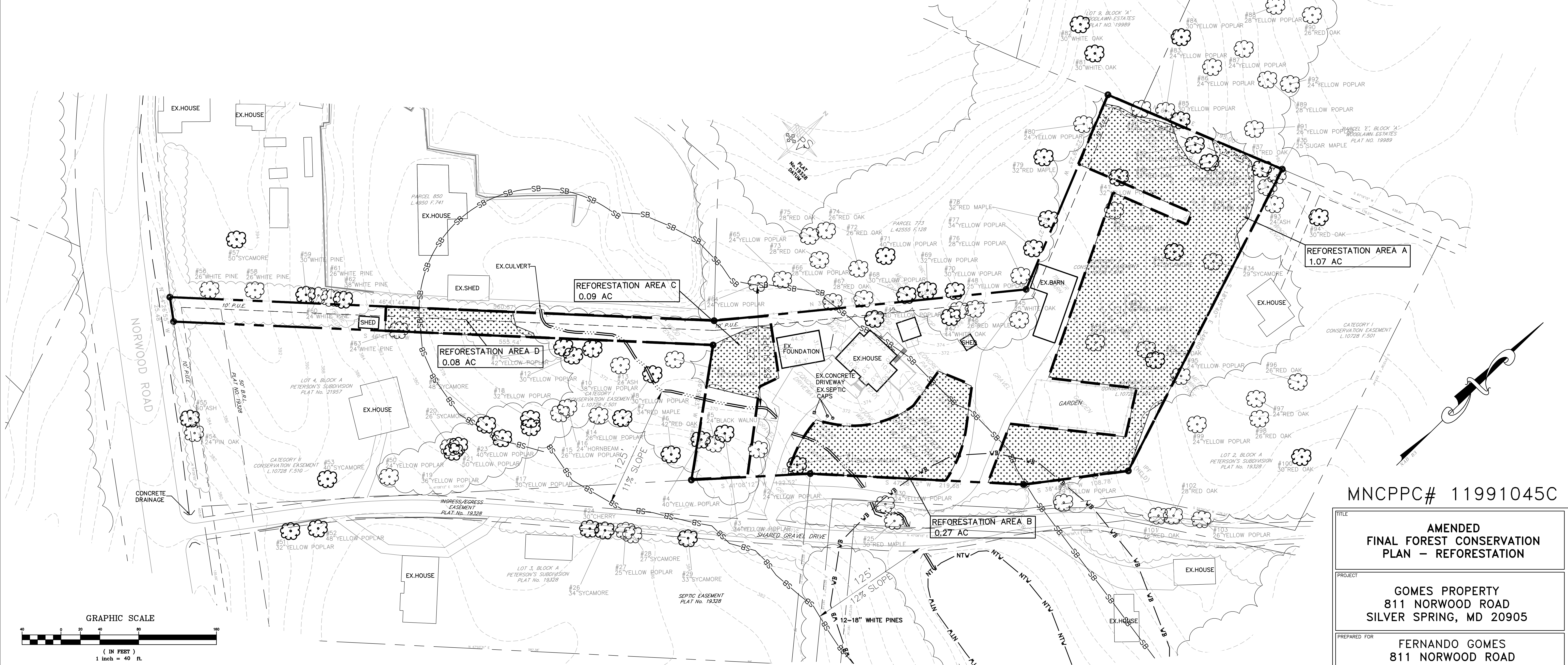
WATER CLASS	USE IV	WATERSHED	FEMA FLOODPLAIN
TRIBUTARY	UNNAMED	NORTH WEST	24031C0360D
TAX MAP	JS343	200 SHEET	222NW01
SCALE	AS SHOWN	DATE	SEP 2017
		PROJ. NO.	17-070
		SHEET NO.	L-1.2

**LEGEND**

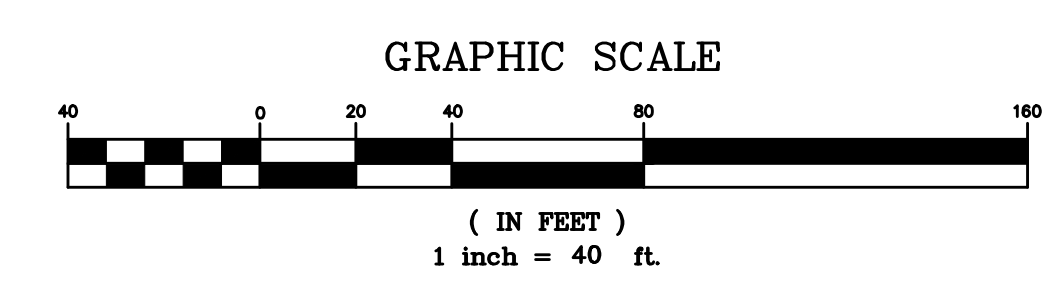
- EXISTING SIGNIFICANT TREE ≥24" AND <30"DBH
- EXISTING SPECIMEN TREE ≥30"DBH
- FOREST TREELINE
- NON-FOREST CANOPY
- SUBJECT PROPERTY BOUNDARY
- ADJOINING PROPERTY BOUNDARIES
- EX. CONTOUR
- REGULATED STREAM
- EX.FENCE
- EX.WALL
- WETLANDS
- 100' WETLANDS BUFFER
- 125' STREAM BUFFER
- REFORESTATION/FOREST PLANTING AREA
- PROPOSED CATEGORY 1 CONSERVATION EASEMENT BOUNDARY

**REFORESTATION AREA TABULATIONS**

REFORESTATION AREA A	= 1.07 AC
REFORESTATION AREA B	= 0.27 AC
REFORESTATION AREA C	= 0.09 AC
REFORESTATION AREA D	= 0.08 AC
<b>TOTAL REFORESTATION AREA</b>	<b>= 1.51 AC</b>



MNCPPC# 11991045C



**SITE TABULATIONS:**

ACREAGE OF TRACT:	3.12
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ACREAGE OF ROAD AND UTILITY R/W WHICH WILL NOT BE IMPROVED AS PART OF DEV. APPLICATION:	0
ACREAGE OF EX. FOREST:	0.49
ACREAGE OF TOTAL FOREST RETENTION:	-
ACREAGE OF TOTAL FOREST CLEARED:	-
LAND USE CATEGORY:	MDR
REFORESTATION THRESHOLD	-
CONSERVATION THRESHOLD	-
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITHIN WETLANDS	0.00/0.00/0.00
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITHIN 100-YEAR FLOODPLAIN	0.00/0.00/0.00
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITHIN STREAM BUFFERS	0.00/0.00/0.00
ACREAGE OF FOREST RETAINED, CLEARED, AND PLANTED WITH PRIORITY AREAS	0.00/0.00/0.00
LINEAR EXTENT & AVERAGE WIDTH OF STREAM BUFFER	0'/0'
TOTAL DBH INCHES OF SPECIMEN TREE #1 REMOVED	34
X 0.25 = REQUIRED CALIPER INCHES MITIGATION	8.5
TOTAL CALIPER INCHES OF SPECIMEN TREE MITIGATION	9

**DEVELOPER'S CERTIFICATE**

The Undersigned agrees to execute all the features of the Approved Final Forest Conservation Plan No. 11991045C, including financial bonding, forest planting, maintenance, and all other applicable agreements.

Developer's Name: \_\_\_\_\_  
 Contact Person or Owner: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone and Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_

**CERTIFICATION OF QUALIFIED PROFESSIONAL**

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON HAS BEEN PREPARED IN ACCORDANCE WITH MARYLAND STATE, MNC&PC AND MONTGOMERY COUNTY FOREST CONSERVATION LAWS.

04-19-18  
DATE

MICHAEL A. NORTON  
MNR / COMAR 08.18.06.01  
QUALIFIED PROFESSIONAL

**AMENDED FINAL FOREST CONSERVATION PLAN - REFORESTATION**

**GOMES PROPERTY**  
811 NORWOOD ROAD  
SILVER SPRING, MD 20905

PREPARED FOR  
**FERNANDO GOMES**  
811 NORWOOD ROAD  
SILVER SPRING, MD 20905

**NORTON LAND DESIGN**  
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P:443.942.9199 WWW.NORTONLANDDESIGN.COM

REVISIONS  
-1.15.18 PER COMMENTS 1.10.18  
-4.19.18 PER COMMENTS

WATER CLASS USE IV WATERSHED NORTH WEST FEMA FLOODPLAIN MAP PANEL 24031C0360D  
 TRIBUTARY UNNAMED  
 TAX MAP JS343 200 SHEET 222NW01 ADC MAP PAGE 22 GRID A-12  
 SCALE AS SHOWN DATE SEP 2017 PROJ. NO. 17-070 SHEET NO. L-1.3



PROPOSED UPLAND REFORESTATION PLANT MATERIALS. Table with columns: AREA 'A', AREA 'D', TOTAL, BOTANICAL NAME, COMMON NAME, SIZE, UNIT/ROOT, SPACING, FORM.

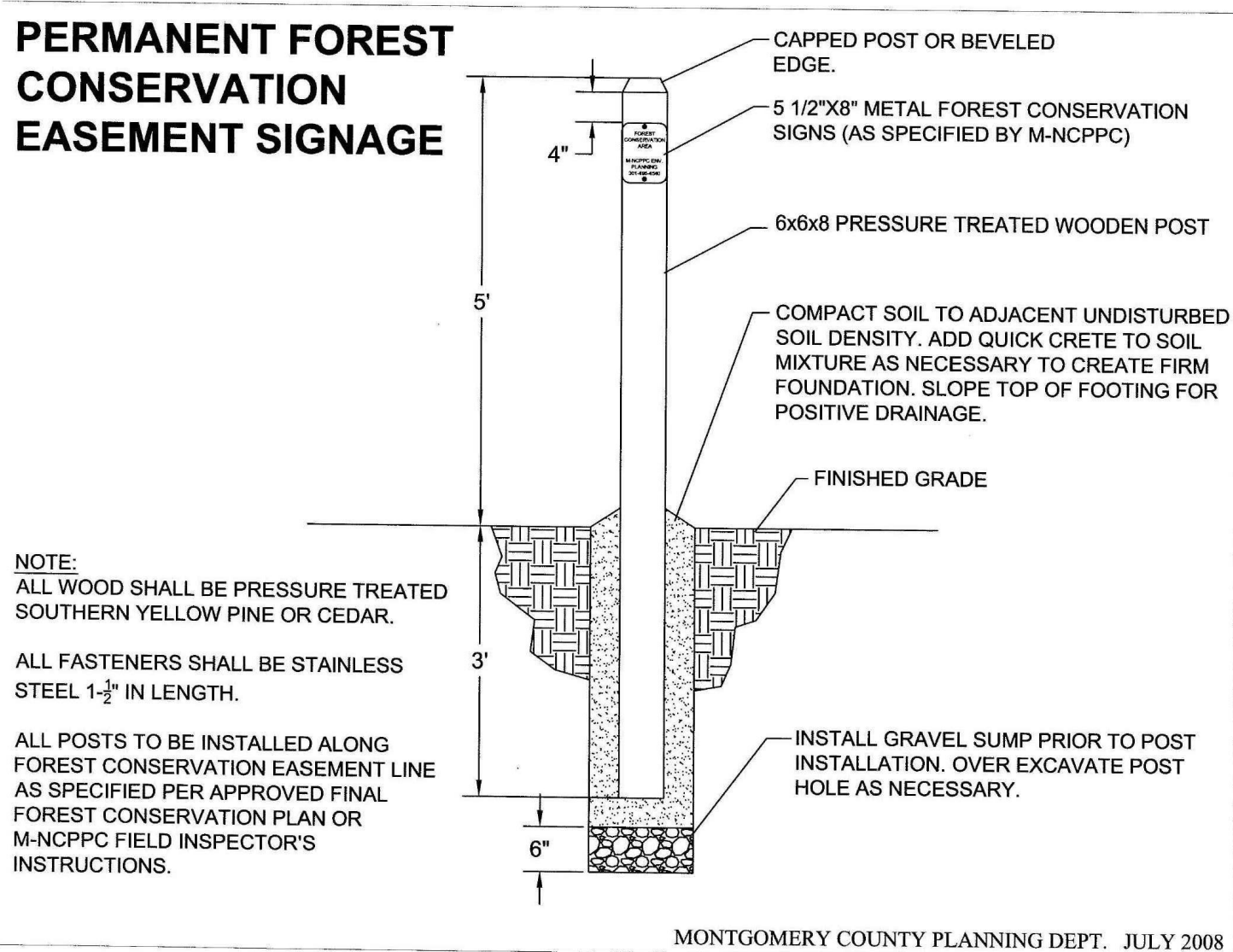
NOTE: 13 EXISTING TREES HAVE BEEN CREDITED WITHIN THE UPLAND REFORESTATION AREA 'A'. 1 EXISTING TREE HAS BEEN CREDITED WITHIN THE UPLAND REFORESTATION AREA 'D'.

PROPOSED LOWLAND REFORESTATION PLANT MATERIALS. Table with columns: AREA 'B', AREA 'C', TOTAL, BOTANICAL NAME, COMMON NAME, SIZE, UNIT/ROOT, SPACING, FORM.

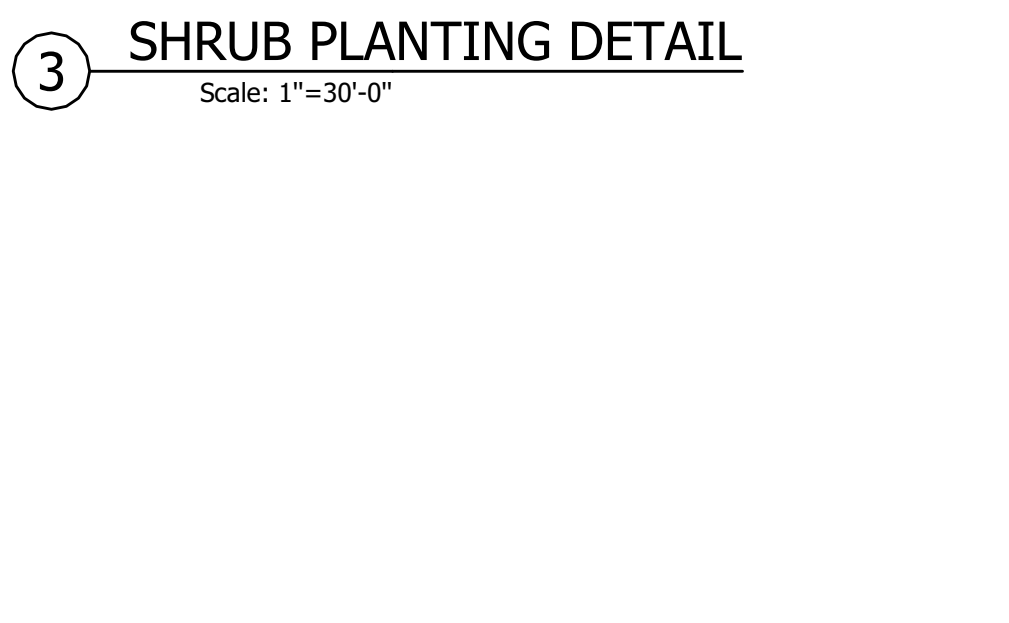
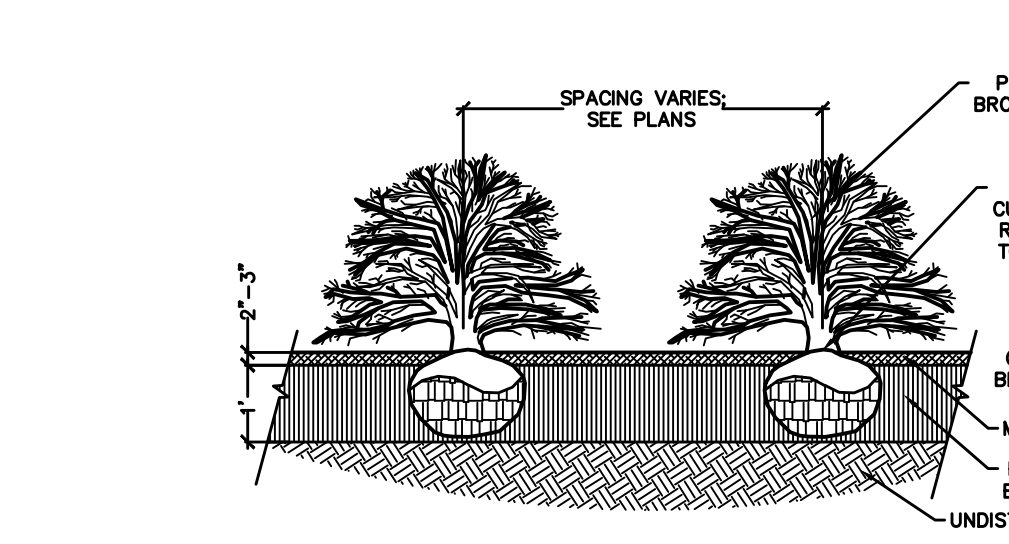
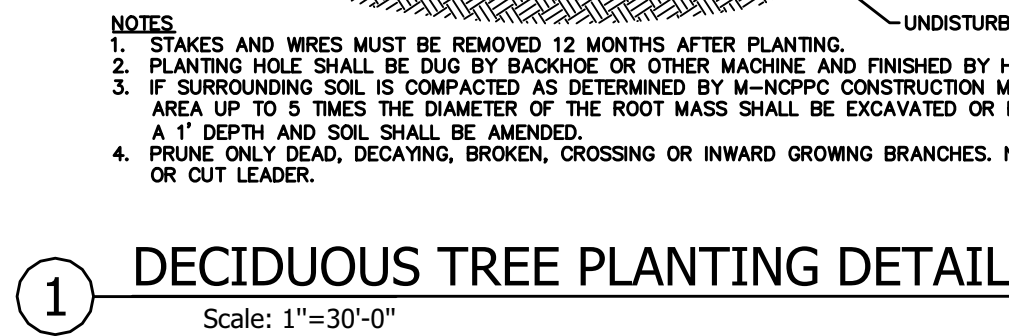
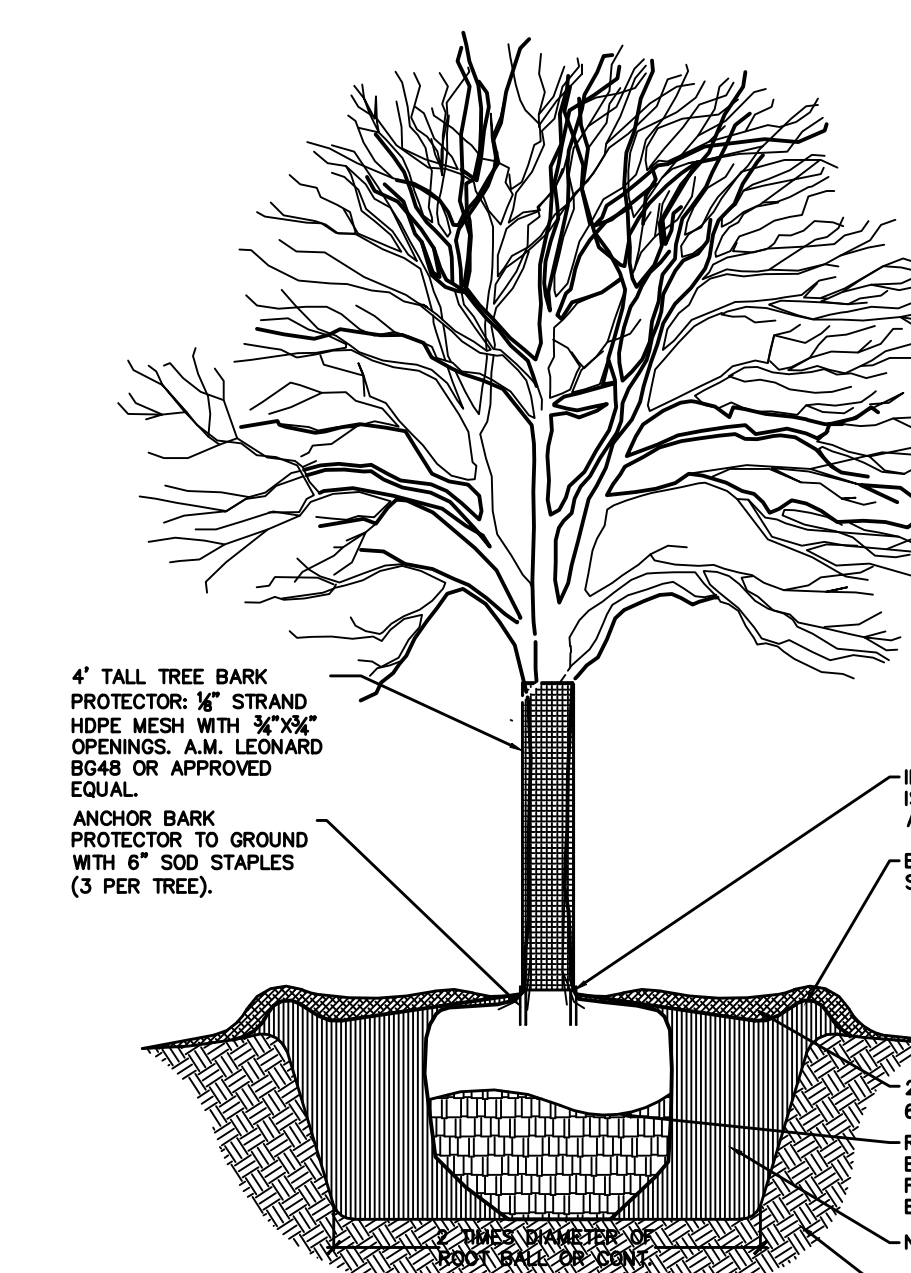
NOTE: 1 EXISTING TREE HAS BEEN CREDITED FOR THE LOWLAND REFORESTATION AREA 'B'.

NOTE: A MINIMUM OF 100% SURVIVAL AFTER 2 YEARS OF GROWING SEASON IS REQUIRED FOR ALL REFORESTATION AREAS SHOWN. STABILIZE DISTURBED OR BARE AREAS WITH NATIVE UPLAND MIX INDICATED AND COMPANION SEED MIX. TREES ARE TO BE PROTECTED WITH INDIVIDUAL TREES SHELTERS PER DETAIL ON THIS SHEET OR APPROVED EQUAL.

Significant/Specimen Tree Summary 24" +. Table with columns: Tree Species, Species (Scientific/Common Name), D.B.H (inches), Tree Condition, Comments, Status.



\* ONLY PROVIDE QUICK CRETE AS REQUIRED BY INSPECTOR. INSTALL BOLLARD SO AS TO MINIMIZE ROOT IMPACTS.



DEVELOPER'S CERTIFICATE. Form for developer agreement, including fields for Name, Address, Phone, and Signature.

MISS UTILITY. Text regarding utility lines and the requirement to call MISS UTILITY (1-800-257-7777) before excavation.

\*SHELTERS TO BE INSTALLED FOR THE FLAGGED TREE STUMPS IN THE FIELD AS WELL. NOT TO SCALE.

Sequence of Events for Property Owners Required to Comply With Forest Conservation and/or Tree-Save Plans

Pre-Construction

- 1. An on-site pre-construction meeting is required... before any clearing or grading begins.
- 2. No clearing or grading shall begin before stress-reduction measures have been implemented.
- 3. A Maryland-licensed tree expert or an International Society of Arboriculture-certified arborist must perform all stress reduction measures.
- 4. Temporary tree protection devices shall be installed per the Forest Conservation Plan/Tree Save Plan...
- 5. Temporary protection devices shall be maintained and installed by the contractor for the duration of construction project...
- 6. Forest retention area signs shall be installed as required by the forest conservation inspector...
- 7. Long-term protection devices will be installed per the Forest Conservation Plan/Tree Save Plan and attached details.
- 8. Periodic inspections by the forest conservation inspector will occur during the construction project.

Post-Construction

- 9. After construction is completed, an inspection shall be requested. Corrective measures may include: a. Removal and replacement of dead and dying trees, b. Pruning of dead or declining limbs, c. Soil aeration, d. Fertilization, e. Watering, f. Wound repair, g. Clean up of retention areas.

10. After inspection and completion of corrective measures have been undertaken, all temporary protection devices shall be removed from the site.

INSPECTIONS

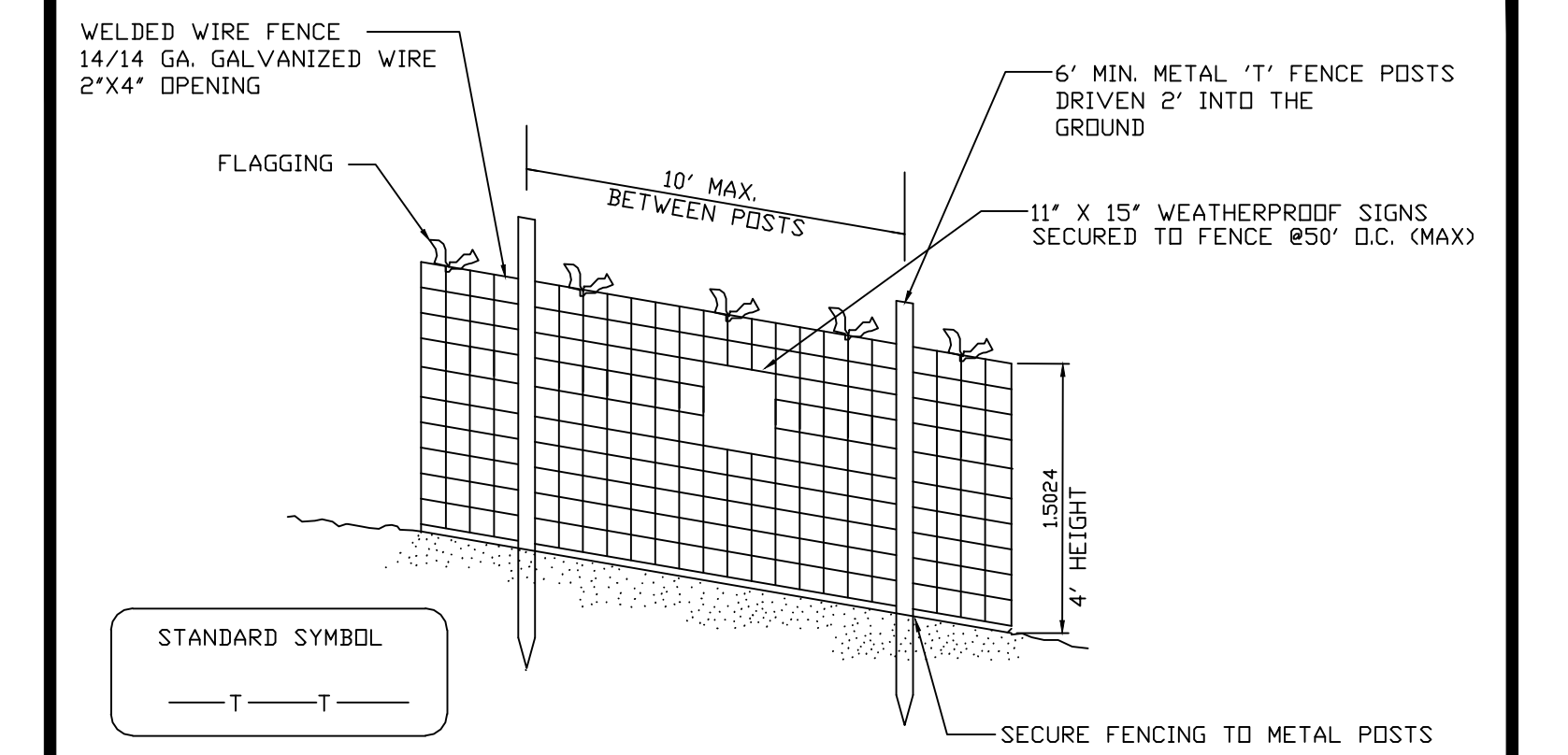
All field inspections must be requested by the applicant. Inspections must be conducted as follows:

Tree Save Plans and Forest Conservation Plans without Planting Requirements

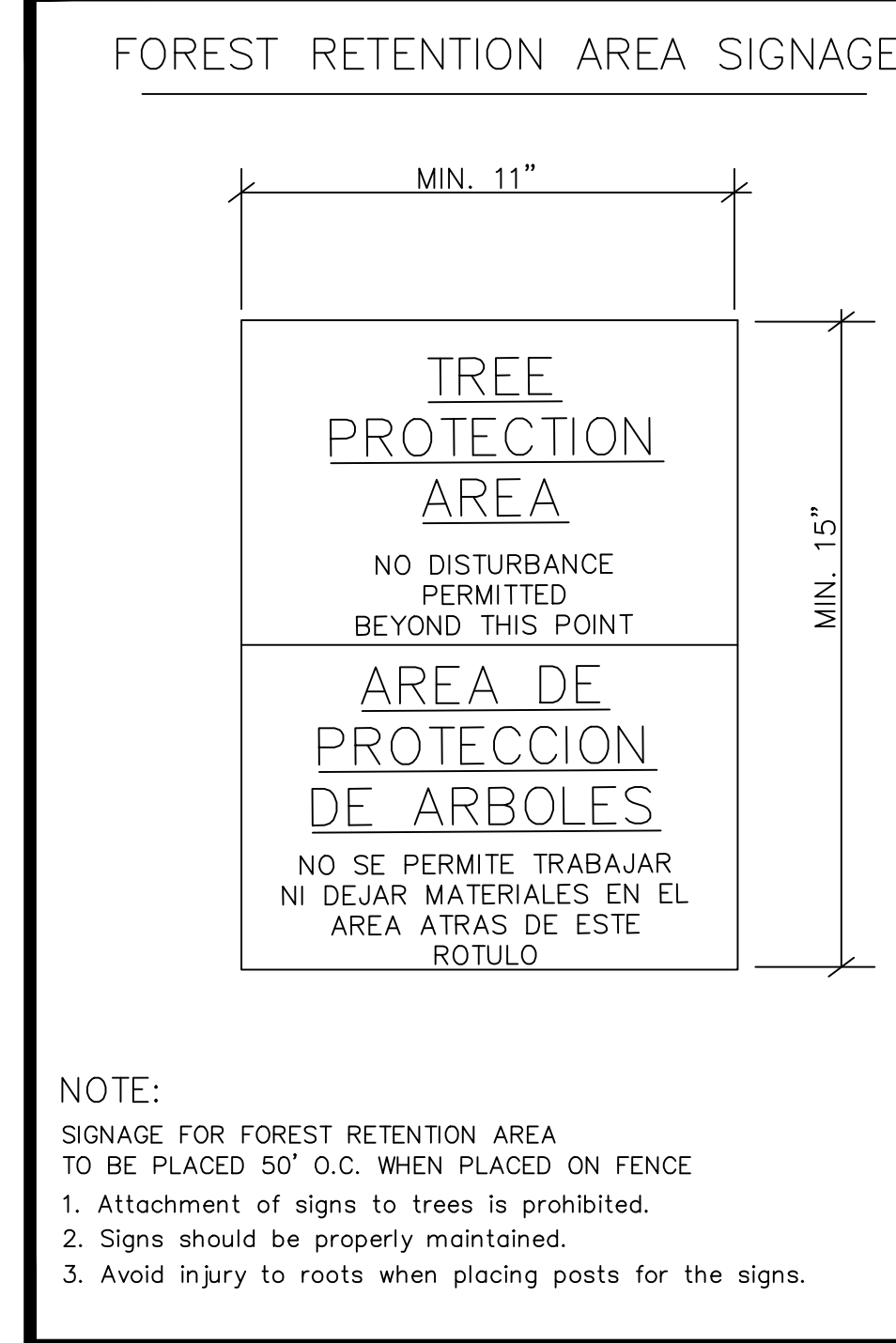
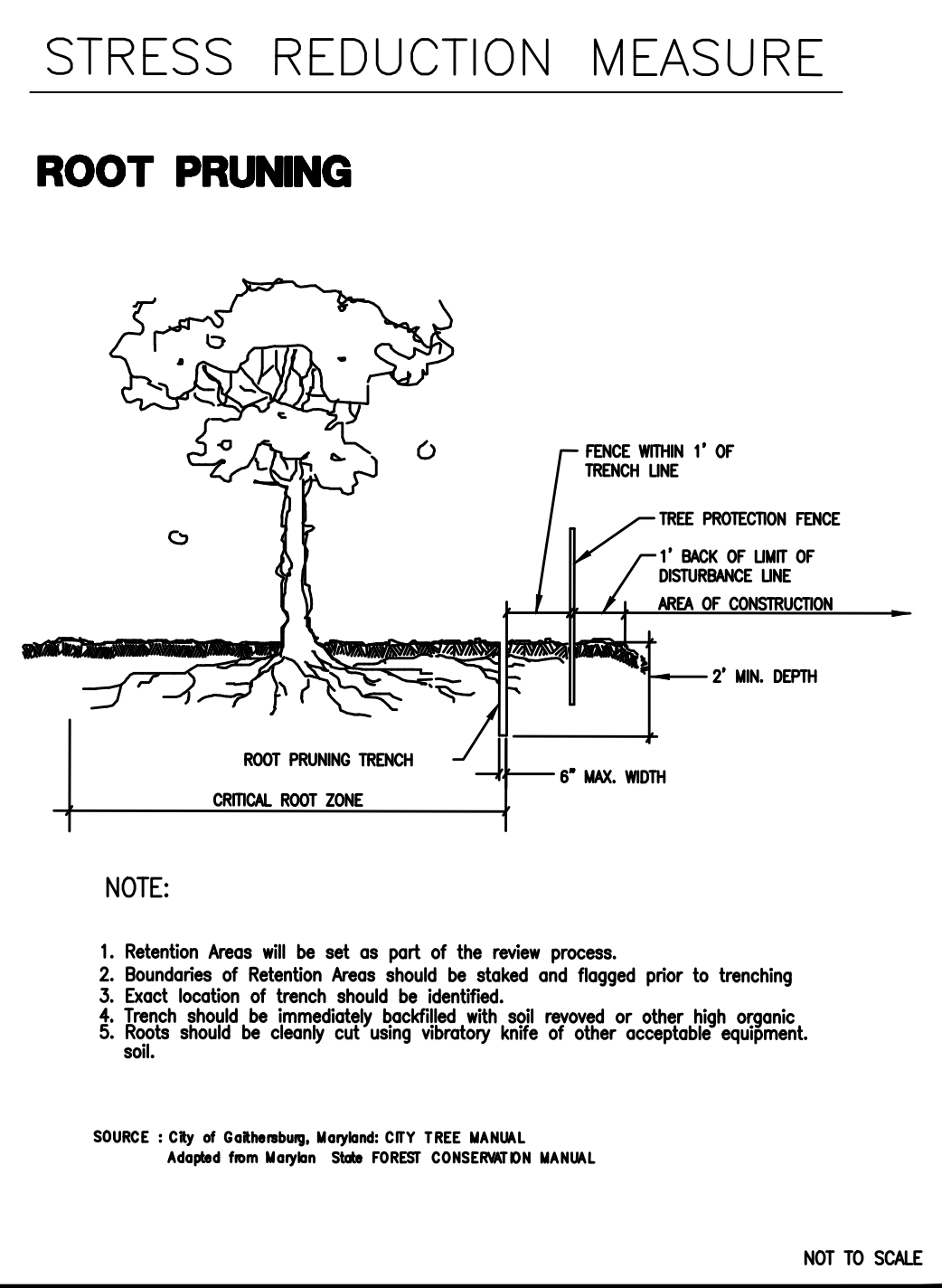
- 1. After the limits of disturbance have been staked and flagged, but before any clearing or grading begins.
- 2. After necessary stress reduction measures have been completed and protection measures have been installed, but before any clearing and grading begin.
- 3. After completion of all construction activities, but before removal of tree protection fencing, to determine the level of compliance with the provision of the forest conservation requirements.

Additional Requirements for Plans with Planting Requirements

- 4. Before the start of any required reforestation and afforestation planting.
- 5. After the required reforestation and afforestation planting has been completed to verify that the planting is acceptable and prior to the start the maintenance period.
- 6. At the end of the maintenance period to determine the level of compliance with the provisions of the planting plan, and if appropriate, release of the performance bond.



NOTES:  
1. LOCATION AND LIMITS OF FENCING SHALL COORDINATED IN FIELD WITH ARBORIST.  
2. BOUNDARIES OF PROTECTION AREA SHOULD BE STAKED PRIOR TO INSTALLING PROTECTIVE DEVICE.  
3. ROOT DAMAGE SHOULD BE AVOIDED.  
4. PROTECTIVE SIGNAGE IS REQUIRED.  
5. FENCING SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.  
6. TREE PROTECTION FENCE SHALL NOT BE REMOVED WITHOUT PRIOR CONSENT OF MNCPPC INSPECTOR.



CERTIFICATION OF QUALIFIED PROFESSIONAL. Form for certification by Michael A. Norton, dated 04-19-18.

MNCPPC# 11991045C

AMENDED FINAL FOREST CONSERVATION PLAN - NOTES & DETAILS. Project information for Gomes Property (811 Norwood Road, Silver Spring, MD 20905) prepared by Fernando Gomes. Includes Norton Land Design logo, revision list, and site map.