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 dedication 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
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
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
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)
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.
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
CONSERVATION EASEMENT AGREEMENT

Category II

DEFINITIONS

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

(i) Plan approval conditioned on compliance with a Plan 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
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.
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
restore the Property to its original natural state, and Grantor
agrees to pay for court costs and reasonable attorney fees if the
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 possessor 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.

LINE TABLE

<table>
<thead>
<tr>
<th>LINE#</th>
<th>BEARING</th>
<th>DISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>62°21'54&quot; N</td>
<td>692'</td>
</tr>
<tr>
<td>L2</td>
<td>61°40'35&quot; N</td>
<td>683'</td>
</tr>
<tr>
<td>L3</td>
<td>59°35'02&quot; N</td>
<td>661'</td>
</tr>
<tr>
<td>L4</td>
<td>49°31'31&quot; N</td>
<td>591'</td>
</tr>
<tr>
<td>L5</td>
<td>47°35'13&quot; N</td>
<td>861'</td>
</tr>
<tr>
<td>L6</td>
<td>49°00'18&quot; W</td>
<td>99.34&quot;</td>
</tr>
<tr>
<td>L7</td>
<td>64°38'23&quot; W</td>
<td>54.83&quot;</td>
</tr>
<tr>
<td>L8</td>
<td>64°33'35&quot; W</td>
<td>41.46&quot;</td>
</tr>
<tr>
<td>L9</td>
<td>59°21'34&quot; W</td>
<td>34.30&quot;</td>
</tr>
<tr>
<td>L10</td>
<td>59°21'34&quot; W</td>
<td>69.25&quot;</td>
</tr>
<tr>
<td>L11</td>
<td>174°49'41&quot; N</td>
<td>54.66&quot;</td>
</tr>
<tr>
<td>L12</td>
<td>87°12'29&quot; N</td>
<td>77.31&quot;</td>
</tr>
<tr>
<td>L13</td>
<td>69°14'11&quot; N</td>
<td>105.02&quot;</td>
</tr>
<tr>
<td>L14</td>
<td>19°11'08&quot; E</td>
<td>115.26&quot;</td>
</tr>
</tbody>
</table>

NOTES
1) SEPTIC FIELD BUILDING RESTRICTION LINES ARE SUBJECT TO CHANGE UPON REAPPROVAL BY THE HEALTH DEPARTMENT.
2) LOTS 1 & 2 ARE APPROVED FOR FIVE (5) BEDROOM HOMES. OUTLOT B IS APPROVED FOR TWO (2) BEDROOM HOMES.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE PLAN SHOWN HEREIN IS CORRECT, THAT IT IS A SUBDIVISION OF ALL THAT PROPERTY OWNED BY MILO O. PETERSON UNTO STUART PETERSON BY DEED DATED JUNE 18, 1991 AND RECORDED IN LIBER 9829 AT FOLIO 294 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, AND THAT IRON MARKERS HAVE BEEN FOUND OR SET AS INDICATED HEREIN, PER SECTION 50-34(a) OF THE MONTGOMERY COUNTY CODE. THE TOTAL AREA SHOWN ON THIS PLAN IS 11.6655 ACRES OF LAND, OF WHICH 0.0656 ACRES IS DESIGNATED TO PUBLIC USE.

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

I HEREBY ASSIST TO THIS PLAN OF SUBDIVISION; THERE ARE NO SUIT, ACTIONS OF LAW, LEASES, LIENS, MORTGAGES OR TRUSTS AFFECTING THE PROPERTY SHOWN HEREIN, EXCEPT FOR A CERTAIN MORTGAGE HELD BY MILO O. PETERSON AND THE SAID MILO O. PETERSON, AS PARTY OF INTEREST THEREOF, HERETO INDICATED HER WITNESS.

LOTS 1, 2, 3 AND OUTLOTS A & B BLOCK A
PETEYSON'S SUBDIVISION
ELECTION DISTRICT No. 5
MONTGOMERY COUNTY, MARYLAND
AUGUST, 1992 1 INCH = 100 FEET

MADDox
ENGINEERS & SURVEYORS
MONTGOMERY COUNTY, MARYLAND

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

MONTGOMERY COUNTY DEPARTMENT OF TRANSPORTATION
D/A No. A1-001
APPROVED FEBRUARY 24, 1994

MONTGOMERY COUNTY DEPARTMENT OF HEALTH
APPROVED MARCH 17, 1994

CHIEF ENGINEER
M. N. C. P. & P. C. RECORD FILE NO. 552-23 252378
FOR MONTGOMERY COUNTY, MARYLAND, the undersigned issuer, being duly authorized, states that:

On **March 24, 2017** the recipient of this NOTICE, **Fernando Gomez**

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**

<table>
<thead>
<tr>
<th>Plan No.</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>119910450</td>
<td><strong>VIOLATION:</strong></td>
</tr>
<tr>
<td>Failure to hold a required pre-construction meeting.</td>
<td></td>
</tr>
<tr>
<td>Failure to have tree protection measures inspected prior to starting work.</td>
<td></td>
</tr>
<tr>
<td>Failure to maintain or install tree protection measures per the approved Forest Conservation or Tree Save plan.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Failure to comply with reforestation or afforestation requirements of a Forest Conservation Plan.</td>
<td></td>
</tr>
<tr>
<td>Failure to obtain written approval for a fence permit prior to installing a fence that passes through or around a conservation easement.</td>
<td></td>
</tr>
</tbody>
</table>

**Other:** Installed foundation within a Category-2 easement. Expanded an existing building and driveway within a Category-2 easement.  

Failure to comply with this NOV by **April 24, 2017** 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 **301-495-4581** when the corrective action is complete. The following corrective action(s) must be performed as directed and within any time frames specified below:

1. Stake out limits of disturbance (LOD) and contact Forest Conservation Inspector for a pre-construction meeting:
2. Install tree protection measures and/or tree care as directed by Forest Conservation Inspector.
3. Submit required application for compliance with Chapter 22A of the County Code. Contact Environmental Planning at 301-454-4540.
4. Cease all cutting, clearing, or grading and/or land distributing activity. Approval from Forest Conservation Inspector is required to resume work.
5. Schedule a pre-planting meeting with the Forest Conservation Inspector prior to the reforestation of afforestation planting.
6. Schedule and attend a meeting with staff to determine appropriate corrective action to be performed by a date certain. Failure to complete the corrective action by the date assigned may result in i) issuance of a citation, ii) issuance of a Stop Work Order, and/or iii) issuance of a Notice of Hearing to appear before the Planning Board for appropriate Administrative Action.

**Other:**  

**MNCPPC Inspector**  

**David Wigglesworth**

**March 24, 2017**

**RECEIVED BY:**  

**- sent by mail -**