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 prospective 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

1.0 ACRE OPEN FIELD, WITH NUMEROUS DAMS OF MULTIFLORA ROSES

3.56 AC. OPEN FIELD, NO INVAULIVES

2.32 AC. GOOD DENSITY OF BRUSH, EXEMPT (VALUE)

PHASE I

PHASE II
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 approvals noted above;
   or

(ii) Approvea 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. 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.
Attachment 4

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

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

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

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

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

WITNESS:                             FAIRHILL PARTNERS LIMITED
                                      PARTNERSHIP
                                      By: BA Fairhill Limited
                                      Partnership, General
                                      Partner
                                      By: BA Fairhill Investment
                                      Company, General Partner

                                      [Signature]
                                      Name: JOHN B. WEBB
                                      Title: VP

STATE OF MARYLAND                  )
COUNTY OF  )
to wit:

I HEREBY CERTIFY that on the day of , 1997, before me,
the subscriber, a Notary Public of the State of Maryland, personally appeared
John B. Webb, who acknowledged himself/herself to be the 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 of BA Fairhill Investment
Company, being authorized to do so, executed the foregoing instrument for the
purposes contained in the document by signing as of BA Fairhill
Investment Company.

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:

10/1/92
Mehri F. Mayne PR
Representative of the Estate
of M. Helena Mayne

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

Edward F. Mayne, Sr.

Josephine L. Mayne

Kent C. Mayne Sr.
STATE OF MARYLAND
COUNTY OF Baltimore City to wit:

I HEREBY CERTIFY that on the 25th day of August, 1997, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Mehri 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:

10/1/97

STATE OF MARYLAND
COUNTY OF Baltimore City to wit:

I HEREBY CERTIFY that on the 25th 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:

10/1/97
STATE OF MARYLAND  
COUNTY OF Baltimore City  

to wit:

I HEREBY CERTIFY that on the 28th 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 28th 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 28th 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.

HENRY I. LOUIS
NOTARY PUBLIC
BALTIMORE COUNTY, MD

Printed Name of Notary Public

My Commission Expires:

10/14/97
Attachment 4

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 leav-
   ing said common line to cross and in-
   clude 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 con-
   tining 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
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
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
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 leav-
ing said common line to cross and in-
clude 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
commom line

6. South 68°55′04″ East, 100.25 feet to a point, then bind-
ing 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 leav-
ing 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
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

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 2:
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
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°29'05" 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
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 viol, colored, the document is a copy and should be assumed to contain unauthorized alterations. The certification contained in this document shall not apply to any copy.

[Signature]

Macrie Hendricks & Glascoc, P.C.
Jonathan Russell, Property Line Surveyor
MD Registration No. 350
LOT 16
FAIRHILL
P.B. 112
P. No. 13189

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

LOT 38
FAIRHILL
P.B. 186
P. No. 20559

CONSERVATION EASEMENT
PART 2
23,489 sq. ft.

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

SKETCH PLAT
PARTS 2, 10, & 11
CONSERVATION EASEMENT
FAIRHILL SUBDIVISION
SCALE: 1" = 100'  MARCH, 1996
MONTGOMERY COUNTY, MARYLAND
MACRIS, HENDRICKS, and GLASCOCK, P.A.
ENGINEERS  SURVEYORS  PLANNERS
8220 WILMOTH ROAD, SUITE 120
GATHERBURY, MD 20879-1230
(301) 870-0840
98-103
SKETCH PLAT
PARTS 3, 5 & 6, SHEET 1 OF 2
CONSERVATION EASEMENT
FAIRHILL SUBDIVISION
SCALE 1"=100'  MARCH, 1998
MONTGOMERY COUNTY, MARYLAND
MACRIS, HENDRICKS, and GLASCOCK, P.A.
ENGINEERS • SURVEYORS • PLANNERS
2220 RIGHTMAY ROAD, SUITE 100
GAIHERSBURG, MD 20878-1228
(301) 670-0940
09-103

POINT OF BEGINNING
S 36°14'09"E 12.61'
N 40°31'22"W 152.12'
S 56°07'37" E 152.12'
N 43°24'12"E 55.30'
N 28°38'01" W

CONSERVATION EASEMENT
PART 5
21,825 sq.ft.

POINT OF BEGINNING
S 44°20'48"E 183.86'
N 43°24'12"E 55.30'
N 28°38'01" W

POINT OF BEGINNING
S 36°14'09"E 12.61'
N 40°31'22"W 152.12'
S 56°07'37" E 152.12'
N 43°24'12"E 55.30'
N 28°38'01" W

POINT OF BEGINNING
S 44°20'48"E 183.86'
N 43°24'12"E 55.30'
N 28°38'01" W
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

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)

CIS0101.DHR/08-103
*SP6, SP7, SP8 DO NOT MEET FOREST CRITERIA

10 ACRE OPEN FIELD WITH NUMEROUS CLUMPS OF METEORA ROSE.

3.56 AQ OPEN FIELD, NO INVASIVES

2.32 AC GOOD DENSITY OF BRUSH, EXAMPLES THREE SARRUNKS BUT MUST REMOVE & CONTROL

CALCULATION OF OFF-SITE AFFORESTATION:

1.5712 AC REMOVED FOR FOREST CONSERVATION X 2 = 3.14 AC OFF-SITE FOREST CONSERVATION MITIGATION

ATTACHMENT 5 - SUBMITTED FCP