

# SC2022007 Staff Report Attachment 2

INSTALLATION NOTES for the WATER HOUSE CONNECTION

Prior to installation of the water house connection, a preconstruction meeting with the MNCP&PC Plan Enforcement Inspector is required.

The water service connection for this residence must come from River Road (there is no public water in Chapel Drive). There is an existing 2 inch water service connection for this lot currently in place at the River Road property line, 150 feet north of Chapel Drive. This connection will be utilized for water service to this structure.

Installation alignment for the water service through the conservation easement area, as shown, is approximate and shall be completed utilizing directional boring technics.

No trenching or excavation within the conservation easement area for the water service connection, beyond what is indicated on the plan, will be permitted without prior approval by the MNCP&PC.

If during the water connection installation, disturbance beyond that shown on the plan becomes necessary within the conservation easement area, contact the MNCP&PC Plan Enforcement Inspector for approval prior to any additional clearing or disturbance.

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EXISTING 2" WATER CONNECTION

PEPCO POLE

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LOT 2 POTOMAC FARM ESTATES P.B. 43 P. 3174

17' B.R.L.

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FOREST CONSERVATION SIGN (TYP.)

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LEGEND: CRZ Critical Root Zone Root Pruning Tree Protection Fence LOD Limit of Disturbance POP Tulip Poplar S. MAP Silver Maple

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128 aC. FORESTED AREA

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20" DO

PEPCO POLE

BENCH MARK 8.M. W

ELEV.# 359,95 MR SPIKE IN PEPLU POLE

738433-7277

14

DIRECTIONAL BORE WATER CONNECTION

PROPOSED WATER HOUSE CONNEGTION

P E YLAND-NATIONAL CAPITAL - REVISED -ST CONSERVATION PLAN

Per Admin Civil Aquatti Settlement Case # Agroement (5/2002) 02-0

Juna/ 2/22/07

Copy of recorded conservation easement agreement + recorded by forest back certificate of compliance agreement for Cromwell Property forest back must be premitted to marcppe stuff by December 1,

PLAN REVISION NOTIFICATION MNCP&PC approval is required for any proposed disturbance or clearing within the Forest Conservation Easement Areas indicated on this plan, including fence construction. MC-DPS approval may also be required.

Notes

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3.

- Boundary, as shown, taken from the Record Plat titled "Potomac Farm Estates" Lot 1, 1. Block C, recorded as Plat 3174, Plat Book 43.
  - Topography, as shown, taken from a field run survey by this office dated December 2001. Zoning: RE 2.
- Forest on site: 2.54 acres. 4.
- Watershed: Rock Run. 5.
- There are no streams, flood plain, or wetlands on this site, nor are there any 6.
  - environmental buffers extending onto the site.
- This plan revises a previously approved Forest Restoration Plan approved on November 7. 27, 2003 by Catherine Conlon.







3.

#### Reforestation Inspection and Planting Narrative

There shall be a pre-planting meeting on site between the planting contractor and M-NCPPC field inspector. The purpose of this meeting is to: review the need for any pre-planting measures, discuss the details of the planting specifications, finalize the tree planting list, and approve substitutions.

There shall be two inspections for the Forest Restoration planting. 2.

- A. The first inspection shall occur after restoration planting is complete.
- The second inspection shall occur at the completion of the two-year B. maintenance program. The purpose of this inspection is to determine the success and adequacy of the maintenance program (and deer management program). A final determination will be made at this time as to whether additional plants and a further maintenance program are necessary.
- Plant Material Storage
- A. It is recommended that planting occur within 24 hours of delivery to the site. Plant materials which are left unplanted for more than 24 hours should be protected from direct sun and weather and kept moist. Nursery stock should not be left unplanted for more than two (2) weeks.

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4. On-site Inspection

A. Prior to planting, planting stock should be inspected. Plants not conforming to standard nurseryman specifications for size, form, vigor, roots, trunk wounds, insects, and disease should be replaced.

\* MNCPPC Inspector must also approve distribution of the trees to be planted within the two restoration areas. Largest gaps in the understory should be planted first and trees may have to be planted closer together.

- Planting Specifications 5.
  - A. Container Grown Stock: successful planting of container grown stock requires careful site preparation and inspection of the plant material root system. Caution is recommended when selecting plants grown in a soils medium differing from that of the planting site. The plant should be removed from the container and the roots gently loosened from the soils. If the roots encircle the root ball, substitution is strongly recommended. J-shaped or kinked root systems should also be noted, and substituted if necessary. Roots may not be trimmed on-site, due to the increased chances of soil borne diseases. The planting field should be prepared as specified. Native stockpiled soils should be used to backfill planting field. Rake soils evenly over the planting field and cover with 2 to 4 inches of mulch.
  - Balled and Burlapped Trees: balled and burlapped trees must be handled with care while planting. Trees should not be picked up by the trunk or dropped, as both practices will tend to separate the trunk from the root ball. Prior to planting, root balls should be kept moist.
  - C. Planting fields should be created equal to 1.5 times the diameter of the toot ball

Layout and Excavation of Planting Areas 6.

- Layout trees in random distribution throughout reforestation area. No A. grid patterns. However, the red bud trees should be planted along the forest perimeter. B. Trees shall be spaced at least 10 feet apart, and 10 feet from existing trees.
  - LOT 2 POTOMAC FARM ESTATES
    - P.B. 43 P. 3174

operation. planting hole. Installation of Plant Material A. plant pit.

C.

E.

B.

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# D.

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its base.



Subsoil shall not be worked when moisture content is so great that excessive compaction will occur, nor when it is so dry that clods will not readily break. Water shall be applied, if necessary, to bring soil to an optimum moisture content before planting.

D. Do not excavate tree pits more than 24 hours in advance of planting

Plants will have to be hand dug, not augered to prevent damage to existing tree roots. When major tree roots are encountered, move the

Place plants carefully in the prepared planting pit. Do not disturb root ball or untie twine or roping until backfill settlement is complete and tree is staked, if applicable. Fill plant pits with soil mix to depth to receive plant root ball, so that top of ball is 2 inches above finished grade.

Wells around trees and shrubs: after planting is complete, form a soil well 3 inches high around each plant, extending to the outer limit of the

C. Water all plants immediately after planting.

Where water is not available on site, the contractor shall furnish sufficient quantities to complete the work at no additional cost to the owner.

Spread mulch in required areas to the compacted depth of 2 inches.

Plastic tree wrap, or similar must be installed loosely around the tree trunks from the base to the lowest branches to discourage deer browse and rub. The tree tube should be anchored in the ground and buried at



6" CHAIN LINK FERT



The contractor's maintenance period shall begin after the planting has been accepted by M-NCPPC inspection staff and shall last through 2 vears.

Warranty

A.

9.

M-NCPPC requires at least 75% of the plants to be alive at the end of the two year warranty period. This percentage of the plants shall be warranted by the contractor to remain alive and healthy for a period of two years after the date of M-NCPPC acceptance. Plants in an impaired, dead or dying condition after initial acceptance or within 24 months shall be removed and replaced. New planting and method of placing shall comply with the requirements of the specifications.

Contractor shall not be held responsible for failure due to neglect by B. owner, vandalism, etc., during warranty period. Report such conditions to the landscape architect or engineer in writing when discovered.



SCALE

1" = 50'

DATE

OCTOBER,2002

94015 B

2 of 3

The trees and shrubs should be divided equally and then planted among the two remaining areas of forest on site.

270.4

**Restoration Plant List (2.54 acres)** 

Cercis canadensis/Red bud B&B

Quercus prinus/Chestnut Oak

Ilex opaca/American Holly B&B

Hickory is not available.

Trees: 260, 3/4" caliper

Shrubs: 260, 18-24" high

**Planting Notes** 

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PITCHFORDASSOCIATES

### NATURAL RESOURCES INVENTORY/FOREST STAND DELINEATION Potomac Farm Estates, Lot 1, Chapel Road Potomac, Maryland - Montgomery County

#### Methodology and Approach

In preparation of the NRI, a topographic base map was compiled by Witmer Associates, LLC.

Pitchford Associates (PA) sent inquires to the Maryland Department of Natural Resources (DNR) as to the presence of any rare, threatened or endangered species or habitats on, or in the vicinity of the site (see Appendix). A response from DNR has not yet been received.

To commence the field review portion of the NRI, PA personnel walked the site to observe and characterize the woody vegetation by species composition. PA identified one forest stand. A strategic one-tenth-acre fixed plot sampling technique was used. A total of two 1/10<sup>th</sup> acre plots were established. PA field foresters attempted to locate these sample plots in areas that demonstrate typical characteristics of the forest stand sampled. The plot centers are identified in the field by bright orange ribbon and are labeled sample plot 1 and sample plot 2. The results of these surveys are detailed in the field sampling data sheets (see Appendix).

Basal area was determined for the sample plots from the center point using a factor 10 prism. The diameter at breast height (DBH) was measured at 4.5' from the ground and determined by using a Biltmore stick to ascertain the appropriate size class, while a diameter tape was used to measure all trees with a DBH greater than 24 inches. Specimen trees were determined to be those trees with a DBH that was equal to, or greater than, 30 inches or having a DBH of 75%, or greater, of the State or County Champions. Their location is noted on the map.

#### II. **Existing Conditions**

The subject site encompasses 3.78 acres and is located on the north corner of the intersection of River Road and Chapel Road. The site is approximately two thirds forested, with 1.28 acres of forest located on the southwest end of the property fronting River Road, and 1.26 acres of forest located at the northeast end of the property. These two forested areas are extremely similar in terms of their species composition, structure, age, and soils; and are therefore treated as a single stand.

2213 40th place . nw . suite 1 . washington dc 20007 . phone 202 333 3851 . fax 202 333 3859 . kptrees@comcast.net . pitchfordtrees.com

Pitchford Associates, LLC

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Forest Stand Narrative

III.

Stand A is an even aged hardwood stand dominated by tulip poplar (Liriodendron tulipifera). There are no trees within the midstory or intermediate forest layer, nor are there any trees in the understory. The herbaceous layer is very dense, and populated largely with invasive exotic species such as multiflora rose, oriental bittersweet, honeysuckle, and exotic grasses.

The forest structure is good based upon the rating system promulgated by the Maryland Forest Conservation Manual (MFCM). The canopy closure is 80%, the number of understory shrubs was zero per plot, there were essentially no dead trees on the plots, downed woody debris was about 10%, the dominant trees were greater than 20" DBH, there was a very dense herbaceous cover, and the number of tree species with a DBH of greater than 7" was one species per plot. Given this data and considering the lack of any understory vegetation, lack of dead standing trees, and limited diversity in the canopy, it is surprising that the stand structure rated good. These deficiencies were apparently over weighed by high values received for canopy closure, size of trees, the dense herbaceous layer and the presence of downed woody debris.

The primary use of this stand is as a buffer to River Road on the south east end of the property and for wildlife.

#### IV. Retention potential

There is retention potential for the forested portions located at either end of the property. The high population of exotic species in the herbaceous layer is cause for concern and will require remediation. A secondary concern is the lack of any diversity in terms of both species composition of the forest, and structural composition and diversity.

The proposed water line alignment would bisect a stand of tulip poplar which would seriously stress several of these trees. This alignment is not recommended if tree preservation is the desired result. It is hard to envision any alignment along the proposed limit of disturbance which would not seriously impact many trees. The only option along this alignment would be direction boring of the water line underneath of these trees.

#### V. Invasive, exotic vegetation control

It is recommended that the property owner contract with a firm that specializes in the eradication and control of invasive vines and shrubs. It will be important to use the most effective combination of mechanical removal and herbicides, and application methods to control these plants. In all cases, the best management practices (BMP's) as promulgated by either County or State agencies must be followed.

	Arboriculture	/Environmental Co	onsulting			Potomac Farm Estates, Lot 1 Chapel Road, Potomac, Maryland July 2006	SNOW FE	NCE
Tree #	Common name	Scientific name	DBH (in.)	CRZ (ft.)	Condition	Pamada	T	HINHUH 2" DIA FE
1	Tulip poplar	Liriodendron tulipifera	29	43.5	Good-Fair	Two codominate leaders divide at 20 feet	2	A PEET MA
2	Tulip poplar	Liriodendron tulipifera	28	42	Fair	Crooked stem minor deadwood canoov thin	1	
3	Tulip poplar	Liriodendron tulipifera	29	43.5	Fair	Damage to trunk codominate stems divide at 10 feet		Second and and and
4	Tulip poplar	Liriodendron tulipifera	27	40.5	Good	a stand of the stand, codorininate sterins divide at 10 feet.		
5	Tulip poplar	Liriodendron tulipifera	27	40.5	Good-Fair	Trunk crooked, multiple codominate stems		
6	Tulip poplar	Liriodendron tulipifera	25	37.5	Good	Two codominate leaders divide at 24 feet		
7	Tulip poplar	Liriodendron tulipifera	27	40.5	Good			
8	Tulip poplar	Liriodendron tulipifera	39	58.5	Good	Minor deadwood.		
9	Tulip poplar	Liriodendron tulipifera	34	51	Good	Codominate stems divide at 5 feet.		
10	Tulip poplar	Liriodendron tulipifera	29	43.5	Good			0000000000000000
11	Tulip poplar	Liriodendron tulipifera	29	43.5	Good-Fair	Large branch with poor attachment at 8 feet.		1
12	Tulip poplar	Liriodendron tulipifera	25	37.5	Good	Epicormic sprouts on stem.	/ 1	1
13	Tulip poplar	Liriodendron tulipifera	27	40.5	Fair	Deadwood, crooked trunk, small seam on one side.	A	
14	Tulip poplar	Liriodendron tulipifera	25	37.5	Fair	Cavity in trunk, deadwood in canopy, original leader dead.		ANCHOR
15	Tulip poplar	Liriodendron tulipifera	37	55.5	Fair-Good	Three codominate stems.		NO LESS TOTAL HE
16	Tulip poplar	Liriodendron tulipifera	25	37.5	Good	Minor deadwood.	h	
17	Tulip poplar	Liriodendron tulipifera	27	40.5	Good			
18	Tulip poplar	Liriodendron tulipifera	28	42	Good	Damage to buttress root.	NOTES: 10 D	e used where
19	Tulip poplar	Liriodendron tulipitera	29	43.5	Fair	Double stem at 6 feet, included bark, damage to buttress root.	1. Forest protectio 2. Retention area w 3. Boundaries of R 4. Avoid root den	n device only. Ill be set as part of t intention Area should age when placing and
20	Tulip poplar	Liriodendron tulipifera	25	37.5	Fair	Damage to trunk.	5. Device should be 6. Protective sign	e properly naintained
21	Tulip poplar	Liriodendron tulipifera	24	36	Fair	Double tree, divides at base, included bark and decay.		
22	Tulip poplar	Liriodendron tulipifera	25	37.5	Good-Fair	Two codominate leaders divide at 24 feet.	SOURCE : Annos George Adepted from	13 County, Moryane, MOOD
23	Tulip poplar	Liriodendron tulipifera	26	39	Fair-Poor	Double tree, divides at base, included bark, leader dead.	September 1992	PARKAN
24	Tulip poplar	Linodendron tulipifera	24	36	Poor	Extreme decay in trunk.		
25	Tulip poplar	Liriodendron tulipifera	27	40.5	Good			FINAL FO
26	Tulip poplar	Liriodendron tulipifera	24	· 36	Fair	Crooked trunk and damage to buttress roots.		_
2/	Tulip poplar	Liriodendron tulipifera	25	37.5	Good			
28	Tulip poplar	Linodendron tulipifera	26	39	Good			Per
29	Tulip poplar	Linodendron tulipitera	25	37.5	Fair	Double stem tree, deadwood.	N	0
30	Tulip popiar	Linodendron tulipifera	29	43.5	Good-Fair	Other half of tree #29.	· Pla	n No. re
31	Tulip poplar	Linogenaron tulipitera	31	46.5	Good	Trunk crooked.		C. I.
32	i ulip popiar	Linogengron tulipitera	24	36	Fair	Two codominate leaders divide at 24 feet.		any

SPECIMEN TREE SURVEY

VI. Specimen trees

A spreadsheet of 32 specimen trees is attached to this report. Since none of the specimen trees are located in the portion of the property where the residence is to be located, all of these trees except those with a rating of poor should be good preservation candidates.

VII. Significant other features

An inquiry has been sent to the Maryland Department of Natural Resources regarding any records of State or Federal listed rare, threatened or endangered species within the boundaries of this site.

VIII. Water features

None were found.

IX. Soil types

2B - Glenelg silt loam, 3-8% slopes - This is the only soil type found throughout property. It is a deep and well drained soil found on broad ridge tops and side slopes. It has moderate permeability, high available water capacity, moderate potential for frost action, and slight erosion hazard. It is not a hydric soil, nor does it contain any hydric inclusions. The moderate permeability is the main limitation for residential development where septic fields are required.

Respectfully submitted,

Joseph H Bunk

MIN. 11"

WODDLAND

CONSERVATION

AREA

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PROJECT

TREES FOR YOUR FUTURE FROM

Joseph H. Burckle MD Tree Expert # 1176 ISA Certified Arborist, MA-4516A SAF Certified Forester, #1202

MIN. II"

WOODLAND

CONSERVATION

AREA

Do Hat Disturt Southings, Storats or Trees

PROMERT AND STROPILLE PROMERTED

FUTURE



MD Licensed Forester, #675

MD Tree Expert #589

ROOT PRUNING

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NOTE:

Retention Areas will be set as part of the review process. Boundaries of Retention Areas should be staked and flagged prior to tranchin

- on of trench should be identified. had filled with sail revened or oth
- 5. Roots should be cleanly cut using vibratory knife of other acceptable equipm

ADDARD IN THE MAN MAY AND STATE FOREST CONSERVATION MANUAL

I. Attachment of signs to trees is prohibited.

NOTE:

2. Signs should be properly maintained.

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3. Avoid injury to roots when placing posts for the signs. 4. Signs should be posted to be visible to all construction

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personnel from all directions.





COSTS MUST BE D TO A DEPTH O THAN 13 OF THE EIGHT OF POST

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no super silt fence is installed

e review process. e staked prior to installing protective devic or posts tring construction

NO CONSTRUCTO MANUEL D PLANNING COMMISSION

REST CONSERVATION PLAN REVISED -

Admin. Civil alty Settlement Agreement (5/2007

2/22/07

Attachment 3: Category I Conservation Easement

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# 36801 340

TRANSFER TAX PAIL

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APPROVED BY

CONSERVATION EASEMENT AGREEMEN	т MAR 2 0 2009
Category I	S CRIEMAD RECORDATION TAX PAIL

### DEFINITIONS

<u>Grantor</u>: Fee simple owner of real property subject to a Forest Conservation Plan approved by the Environmental Planning Staff of the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission. Grantor is SRS Potomac, LLC.

<u>Grantee</u>: 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.

**Exhibit A**: Conservation Easement Sketch Plan (with bearing lines at limits of East and West Easement Areas).

<u>Exhibit B</u> :	Metes and Bonds Description of Forest Conservation Easement	A RECORDING FEE	20.99 75.99 35.99
	WITNESSETH	Rest MO07 LEK RC	Rept # 96621 Blk # 5314
<b>TT1.</b> 1		nar 237 2009	01 - 33 Ff

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

WHEREAS, said Grantor is the owner in fee simple of real estate located in Montgomery County, Maryland, being land situated in the 6<sup>th</sup> Election District (s), more particularly described as follows:

Lot 1, Block C "Potomac Farm Estates" as shown on a recorded plat record among the Land Records of Montgomery County in Plat Book No. 43, Plat No. 3174.

WHEREAS, Grantor and Grantee entered into a Settlement Agreement for Corrective Action under Chapter 22A of the Montgomery County Code and Waiver of Hearing and Appeal dated May 2, 2002 (the "Settlement Agreement"); and

WHEREAS, as a condition of the Settlement Agreement the Grantor was required to record a conservation easement over a forest retention area as identified on the FCP; and

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

LORETTA E KNIGHT CLERK'S OFFICE CLERK'S OFFICE

Linowes and Blocher LLP CIRCUIT COULT COURT (228/8374/609/09) (MBA CE 63-36758) 7200 Wisconstration (2001) 03/26/2009 Bethesda, MD 20814-4842

2009 MAR 23 PM 1: 40

ATT: SCOTT WALLACE

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 the terms of the Settlement Agreement. 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, being more particularly described in Exhibit B. 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 removal of trees 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.

MO CIRCUIT COURT (28/88/24/20/2010. Online 03/26/2010. Online 03/26/2010.

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 the approved FCP 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.
  - 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) shown on the FCP, and (ii) 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.

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

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

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

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 the provisions for enforcement under Chapter 22A of the Montgomery County Code (including, if applicable, the imposition of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time). The Planning Board also may seek injunctive or other appropriate relief in any court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the property to its original natural state, and Grantor agrees to pay for court costs and reasonable attorney fees if the Planning Board successfully seeks judicial relief.

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

17. Grantor shall record this Easement Agreement in the Land Records of Montgomery County, Maryland.

[SIGNATURE PAGES FOLLOW]

MO CIRCUIT COORT (2883 X (0909) MSA CE 63-36758] LEK 36801, p. 0343. Printed 03/26/2010. Online 03/26/2009.

WITNESS:

GRANTOR: SRS Potomac, LLC By:

hund

Mohammad H. Shahabadi, Sole Manager

COMMONWEALTH OF VIRGINIA:

COUNTY OF FAIRFAX, to wit:

I HEREBY CERTIFY that on this 12 day of <u>December</u>, 2008, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mohammad H. Shahabadi, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and acknowledged that said individual executed the same for the purposes therein contained as he is the Sole Manager of SRS Potomac, LLC.

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

Notary Public Hisha Fabi (Print or Type Name) AISHA FAQI My Commission expires: Notary Public **Montgomery County** Moryland My Commission Expires Nov 24, 2011

Mh

MO CIRCUIT COURT C

WITNESS:

Name: <u>Patricia Barney</u> Title: <u>Secretary / Treasurer</u>

GRANTEE: Montgomery County Planning Board o the Maryland-National Capital Park and Planning Commission

Name: Osca Title: Exec

STATE OF MARYLAND:

COUNTY OF ANNE ARUNDEL :, to wit:

I HEREBY CERTIFY that on this <u>13<sup>th</sup></u> day of <u>MARCH</u>, 200<sup>§</sup>, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared <u>OSCAR\_RODRIGUEZ</u>, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and annexed instrument and acknowledged that said individual executed the same for the purposes therein contained.

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



Notary

DANIEL J. MMS (Print or Type Name)

My Commission Expires My Commission Expires

State of Maryland

Mul

### **ATTORNEY'S CERTIFICATION**

12

I HEREBY CERTIFY that the foregoing document was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland.

Scott Wallare

MO CIRCUIT COOR 1 (2883) Re99999 (1883 CE 63-36758) LEK 36801, p. 0346. Printed 03/26/2010. Online 03/26/2009.



### METES and BOUNDS DESCRIPTION of two FOREST CONSERVATION EASEMENT AREAS over portions of LOT 1, BLOCK C POTOMAC FARM ESTATES

Being two separate easement areas over portions of that tract or parcel of land situate in the Tenth (10<sup>th</sup>) Election District of Montgomery County, Maryland, said parcel or tract of land being that property conveyed to SRS Potomac, LLC, from George T. Konstantopoulos and Irene D. Konstantopoulos, by Deed, dated August 21, 2001, and recorded among the Land Records of Montgomery County, Maryland in Liber 19648 at Folio 346, said parcel or tract of land being Lot 1, Block C, Potomac Farm Estates as shown and included on a Subdivision Record Plat recorded among said Land Records in Plat Book 43 as Plat 3174; said easement areas being more particularly described in two parts as follows:

### PART 1 - West Conservation Easement Area

Beginning for the same at a point being the common front corner of Lots 1 and 2, Block C, Potomac Farm Estates, on the easterly right-of-way line of River Road, as shown on said Subdivision Record Plat; then leaving said right-of-way with a portion of the North 46° 27' 00" East 608.48 foot common line of said Lots 1 and 2 as shown on said Plat

- 1) North 46° 27' 00" East 193.00 feet; then leaving said common line to cross and include a portion of said Lot 1 the following three courses and distances
- 2) South 43° 33' 00: East 155.00 feet; then
- 3) South 77° 31' 34" East 78.91 feet; then
- 4) South 43° 33' 00" East 50.00 feet to a point on the South 46° 27' 00" West 588.48 foot line in the outline of said Lot 1, said line being a portion of the northerly right-of-way of Chapel Road as shown on said Plat, then to continue with the outline of said Lot 1 and said Chapel Road right-of-way with a portion of said 588.48 foot line
- 5) South 46° 27' 00" West 217.10 feet; then to continue with the outline of said Lot 1 along a right-of-way intersection fillet between Chapel Road and River Road as shown on said plat
- 6) 31.42 feet along the arc of a tangent curve to the right having a radius of 20.00 feet, a central angle of 90° 00' 00", and a chord of South 88° 33' 00" West 28.28 feet to a point on said easterly right-of-way of River Road at the beginning of the North 43° 33' 00" West 250.44 foot line in the outline of said Lot 1; then to continue with the outline of said Lot 1 and said River Road right-of-way along said 250.44 foot line tangent to said curve

MO CIRCUIT COURT (Land Records) [MSA CE 63-36758] LEK 36801, p. 0348. Printed 03/26/2010. Online 03/26/2009.

### Exhibit "B"

7) North 43° 33' 00" West 250.44 feet to the point of beginning containing a computed area of 55,757 square feet or 1.280 acres.

## PART 2 - East Conservation Easement Area

Beginning for the same at a point being the common front corner of Lots 1 and 24, Block C, Potomac Farm Estates, on the northerly right-of-way line of Chapel Road, as shown on said Subdivision Record Plat at the beginning of the South 46° 27' 00" West 588.48 foot line of said Lot 1; then with the outline of said Lot 1 and said Chapel Road right-of-way with a portion of said 588.48 foot line

- 1) South 46° 27' 00" West 208.00 feet; then leaving said 588.48 foot line and said right-of-way to cross and include a portion of said Lot 1 the following two courses and distances
- 2) North 34° 30' 00" West 160.00 feet; then
- 3) North 72° 11' 46" West 128.11 feet to a point on the North 46° 27' 00" East 608.48 foot common line of Lots 1 and 2, Block C, Potomac Farm Estates as shown on said Plat; then with a portion of said common line
- 4) North 46° 27' 00" East 244.25 feet to the common rear corner of Lots 1 and 2, Block C, Potomac Farm Estates, said point being on the North 43° 33' 00" West 716.62 foot line of said Lot 24 as shown on said Plat; then leaving said common line of Lots 1 and 2 to continue with the outline of said Lot 1 reversely with a portion of said 716.62 foot line of Lot 24
- 5) South 43° 33' 00" East 270.44 feet to the point of beginning containing a computed area of 54,886 square feet or 1.260 acres.



MO CIRCUIT COURT (Land Records) [MSA CE 63-36758] LEK 36801, p. 0349. Printed 03/26/2010. Online 03/26/2009.

Issed with Ff

		Citation No.	)6
	Civil Citation		
	Forest Conservation		
The Maryland-Nation	al Capital Park and Planning Commiss	ion	
i is 1	vs.		
Kulieet		SING	h
Name:	Middle at 10	Last	
Company/Position: PCOPERTY OWNER of	10 SOT Charel Road		
Address: 10501 Charly Road Force	Charles mill	Kits IA	mailing
Phone Number: Fax Number:	Ema	il: Experisingh 1	6 gran con
Location and Description of Violation:	2 ad 12 ( acor Part	1 D-DD	atam
Address/location of site:	noga nove your casi c	oppryation Estern	enjuleg
- Which is the Category I	CONSCRIPTION EASER	PEAT HIGH DETIVA	Rothar
Pursuant of the M-NCPPC's authority under Article 28 of the Annotated	Code of Maryland and Chapter 22A of the Mo	ntgomery County Code, it is form	ally charged C
that the above named defendant on 0/2/2021 (date	) at the stated site location did commit the follo	wing:	
Citad deapt anothing	A dames worke Mat	a stada to tas	int small .
Conduct Cicaron approprint	anim share	at of points of	T Dalame
treestrom torest conservation	edsement in Violation of	Conservation Ed	COURNI DARGUR
In violation of:	Acorovali	st Final Forest Cons	ervationMan
Montgomery County Code, Chapter 22A	Other: V	a'MIA Call	CAR LL
	- tor Lase 1	6, 0, 2-01 Hamin	1. CIVIL RENALTY
Civil Fine and Compliance:	1/12/201	Settlement Agicen	Rent dated
1. (a) You shall pay a fine of $1000$ by by	(date) and complete the remed	lial action listed below	
(b) If you shall pay a daily fine of \$if the original fi	ne has not been paid, by(date).	The daily fine shall accrue (until)	
2. You shall pay a daily fine of \$until	the remedial action listed below is completed. T	This fine shall be paid within 15 da	ays of
completion of all remedial action.			

Checks should be made payable to M-NCPPC and shall be paid during normal business hours at the information Counter of M-NCPPC's Headquarters located at 2425 Reedie Drive, 14<sup>th</sup> Floor, Wheaton, MD 20902. Failure to comply with this citation may result in formal court action or issuance of additional citations including additional fines. You may also request a hearing before the Planning Board or the Board's designee. If you elect to request a hearing, you must notify the M-NCPPC Office of the General Counsel, in writing, at 2425 Reedie Drive, 14<sup>th</sup> Floor, Wheaton, MD 20902, within 15 days of the citation.

Remedial Action: 1. (1) As mitigation for	- cutting and clearing	g ot plants	replant as directed
by Inspector 25 2	inch caliber native	understory tr	es on the property
by: 4/30/2022 (a) If remedial action is not completed by	(date), you shall pay a darly ne	army la post plan	a day until work is completed.

2 You have violated Chapter 22A of the Montgomery County Code, and may be subject to an Administrative Civil Penalty, which may include an additional monetary fine in addition to corrective measures. You must contact Intake and Regulatory Coordination Division of M-NCPPC at 2425 Reedie Drive, 14<sup>th</sup> Floor, Wheaton, MD 20902 at 301-495-4550 within 15 days of issuance of this citation.

#### Acknowledgment:

I sign my name as a receipt of a copy of this Citation and not as an admission of guilt. I will comply with the requirements set forth in this Citation. I have a right to request a hearing for the offense(s) charged. If I do not exercise my right to a hearing, I agree to entry by the court judgment on affidavit for the amount of the fine.

d	LUTENT	Sanley	10/21/21
Defendant's Signature			Date

#### Affirmation:

I solemnly affirm under the penalties of perjury, and upon personal knowledge or based on the affidavit, that the contents of this citation are true to the best of my knowledge, information and belief and that I am competent to testify on these matters. The defendant is not now in the military service, as defined in the Soldier's and Sailor's Civil Relief Aprox 1940 with amendments, for haspeen in such service within thirty days hereof.

C	Stephe	n le	ch	10/21/2021	
Inspector's Signature 🗸	C2 1	PV		Jul Date (15/11	
Print Name:	Slephen	rech	Phone Number	1 301-475-4064	

Issued with FF ۶Ś

Citation No. 0007
Civil Citation
Forest Conservation
The Maryland-National Capital Park and Planning Commission
Name: Kuljæt Singh
Company/Position: Property and of 1050 Middle Chapel Boad Potomac MD Last Address: 10501 Chapel Road Potomac, mb apel Boad Potomac MD Last Phone Number: 202-286-0993 Fax Number: Email: Kuljeet Singh Bernah com
Location and Description of Violation: 10 501 chapel Road 1.38 West Construction Eastment area Address/location of site: 10 501 chapel Road 1.38 West Construction Eastment area
Pursuant of the M-NCPPC's authority under Article 28 of the Annotated Code of Maryland and Chapter 22A of the Montgomery County Code, it is formally charged that the above named defendant on (date) at the stated site location did commit the following: (date) at the stated site location did commit the following: (date) at the stated site location did commit the following: +resesand should be a violation of conservation fasement Agreement -
In violation of: Montgomery County Code, Chapter 22A Approval of Plan No Plan No Plan No Other: Plan for Case NO. 02-01 Admin <u>Civil Fine and Compliance:</u> 1. (a) You shall pay a fine of \$ by by (date) and complete the remedial agtion listed below
<ul> <li>(b) □ You shall pay a daily fine of \$if the original fine has not been paid, by(date). The daily fine shall accrue (until the original fine is paid.</li> <li>2. □ You shall pay a daily fine of \$until the remedial action listed below is completed. This fine shall be paid within 15 days of completion of all remedial action.</li> </ul>
<b>Checks should be made payable to M-NCPPC</b> and shall be paid during normal business hours at the information Counter of M-NCPPC's Headquarters located at 2425 Reedie Drive, 14 <sup>th</sup> Floor, Wheaton, MD 20902. Failure to comply with this citation may result in formal court action or issuance of additional citations including additional fines. You may also request a hearing before the Planning Board or the Board's designee. If you elect to request a hearing, you must notify the M-NCPPC Office of the General Counsel, in writing, at 2425 Reedie Drive, 14 <sup>th</sup> Floor, Wheaton, MD 20902, within 15 days of the citation.
Remedial Action: 1. (1) Replant as direct by Inspector 24 2inch caliper trees and 16 native 3 gallon shrubs within front conservation Fasement (2) Planting to be maintained for Syears by: (130/2022(date) If remedial action is not completed by (date), you shall pay a daily fine of \$a day until work is completed.
2 You have violated Chapter 22A of the Montgomery County Code, and may be subject to an Administrative Civil Penalty, which may include an additional monetury fine in addition to corrective measures. You must contact Intake and Regulatory Coordination Division of M-NCPPC at 2425 Reedie Drive, 14 <sup>th</sup> Floor, Wheaton, MD 20902 at 301-495-4550 within 15 days of issuance of this citation.

#### Acknowledgment:

 $(\Gamma)$ 

I sign my name as a receipt of a copy of this Citation and not as an admission of guilt. I will comply with the requirements set forth in this Citation. I have a right to request a hearing for the offinse(s) charged. If I do not exercise my right to a hearing, I agree to entry by the court judgment on affidavit for the amount of the fine.

X	Curat	Sala	10/u/hi
Defendant's Signature	1		Bate

#### Affirmation:

I solemnly affirm under the penalties of perjury, and upon personal knowledge or based on the affidavit, that the contents of this citation are true to the best of my knowledge, information and belief and that I am competent to testify on these matters. The defendant is not now in the military service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, for has been in such service within thirty days forced RC 19/10 Date 495-4564 Inspector's Signature 3

Print Name:

Phone Number:



ARIANCE	TREE IMPACT TAE	BLE	
ies	% Impacted	Condition	Mitigation
	100%	Foir	stress reduction
	100 %	Fall	measures
	24%	Good	stress reduction
	2470 0000	measures	
	33%	Poor	stress reduction
	0070 1001	measures	
	35%	Good	stress reduction
	0070	0000	measures
	100%	100% Good	stress reduction
	100 /0	0000	measures
	49%	Eair/Good	stress reduction
	+0 /0		measures
	55%	Fair	stress reduction
	0070	T CIT	measures
	100%	Good	stress reduction
	100 /0	0000	measures
	100%	Good	stress reduction
	10070	0000	measures
	100%	Fair/Good	stress reduction
	100 /0	1 all/0000	measures
	2%	Fair/Poor	stress reduction
	270 Fail/F001		measures



# FOREST CONSERVATION NOTES:

PROPERTY DESCRIPTION: LOT 1, POT FARM ESTATES, PLAT 3174 RE2

ROCK RUN NA

510

--36<sup>6</sup> 509



FOREST CONSERVATION DATA TABLE

DESCRIPTION	SIZE			
Property Area	3.77 Acres			
Off-site Disturbance	0.00 Acres			
Total Tract Area	3.77 Acres			
Tract remaining in Ag use	0.00 Acres			
Road & Utility ROW (Unin	nproved)		0.00 Acres	
Existing Forest			2.54 Acres	
Total Forest Retention			0.00 Acres	
Total Forest Cleared			0.00 Acres	
Land Use Category MDR				
Afforestation Thres	15%			
Reforestation Three	20%			
Stream(s) Length: NA Average Buffer Width: NA				
Acres of Forest in:	Retained	Cleared	Planted	
Wetlands	0.00	0.00	0.00	
100yr Floodplain	0.00	0.00	0.00	
Stream Buffers	0.00	0.00	0.00	
Other Priority Areas	0.00	0.00	0.00	

AS PART OF TREE REMOVAL PROCESS, PROTECTIVE MEASURES SUCH AS TREE PROTECTION FENCE OR ROOT PROTECTION MATTING MAY BE NEEDED TO PROTECT THE ROOTS OF TREES TO BE SAVED

EXISTING FENCE TO BE SHIFTED ADJACENT TO PROPERTY LINE

LOT 24

~3<sub>58</sub>

Signature:

-CATEGORY 2 FCE 0.50 ACRES

508 کے

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DEVELOPER'S CERTIFICATE
The Undersigned agrees to execute all the features of the Approved Final Forest
Conservation Plan NoSC2022007, including financial bonding, forest
planting, maintenance and all other applicable agreements.
Owner/Developer's Name: Kuljeet Singh
Address: 10501 Chapel Rd Potomac, MD 20854
Phone: 202-286-0993
Email: kuljeetsingh7@outlook.com



Civil Engineers Land Planners Landscape Architects Land Surveyors

9220 Wightman Road, Suite 120 Montgomery Village, MD 20886 Phone: 301.670.0840 www.mhgpa.com

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Twee flow

FRANK C. JOHNSON 05/19/2022

DATE RECOGNIZED AS QUALIFIED PROFESSIONAL BY MD DEPT. OF NATURAL RESOURCES COMAR 08.19.06.01

**Qualified Professional Certification** I hereby certify that the information shown hereon is correct and that this plan has been prepared in accordance with the requirements of the existing state and county forest conservation legislation.

KULJEET & JESSICA SINGH 10501 CHAPEL ROAD POTOMAC, MD 20854 202-286-0993 KULJEETSINGH7@OUTLOOK.COM

REVISIONS NO. DESCRIPTION DATE

TAX MAP FP343 WSSC 213NW10 PLAT 3174 **10TH ELECTION DISTRICT** MONTGOMERY COUNTY MARYLAND

LOT 1 **BLOCK C** POTOMAC FARM ESTATES

PROJ. MGR	DAC
DRAWN BY	FCJ
SCALE	1"= 30'
DATE	02.08.2022

FINAL FOREST CONSERVATION PLAN AMENDMENT #SC2022007

L8.01
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PROJECT NO.	07.132.21		
SHEET NO.	1 OF 3		





2 OF 3

SHEET NO.

CATEGORY TWO CONSERVATION AREA SUPPLEMENTAL PLANTING SCHE					
QTY	BOTANICAL NAME	COMMON NAME	SIZE (CAL.)		
3	Fagus grandifolia	American Beech	2"	_	
3	Quercus alba	White Oak	2"		
2	Nyssa Sylvatica	Black Gum	2"		
2	Carya spp	Hickory	2"		
2	llex opaca	American Holly	2"		



Forest Conservation Monument Detail (or approved equivalent) Category 2 FC easement marker design to be coordinate with

MNCPPC Inspector. Note: Monument to be placed in a manner to not disturb

existing property markers. If existing property marker exists, proposed FC monument to be offset at a distance needed to ensure that property marker is not disturbed.



# **ROOT PROTECTION MATTING DETAIL**

NOT TO SCALE

NOTE: USE THIS MATTING OR OTHER MATTING APPROVED BY MNCPPC FC INSPECTOR MULCH DEPTH DEPENDANT ON EQUIPMENT USED

### Sequence of Events for Properties Required To Comply With Forest Conservation Plans, Exemptions from Submitting Forest Conservation Plans, and Tree Save Plans

The property owner is responsible for ensuring all tree protection measures are performed in accordance with the approved final forest conservation plan or tree save plan, and as modified in the field by a Planning Department Forest Conservation Inspector. The measures must meet or exceed the most recent standards published by the American National Standards Institute (ANSI A300).

# **Pre-Construction**

- 1. An on-site pre-construction meeting is required after the limits of disturbance have been staked and flagged and before any land disturbance.
- 2. The property owner must arrange for the meeting and the following people must participate at the preconstruction meeting: the property owner or their representative, construction superintendent, International Society of Arboriculture (ISA) certified arborist/MD Licensed Tree Expert (representing owner) that will implement the tree protection measures, The Planning Department Forest Conservation Inspector, and Montgomery County Department of Permitting Services (DPS) Sediment Control Inspector. The purpose of this meeting is verify the limits of disturbance and discuss specific tree protection and tree care measures shown on the approved plan. No land disturbance shall begin before tree protection and stress-reduction measures have been implemented and approved by the Planning Department's Forest Conservation Inspector.
- a. Typical tree protection devices include:
- i. Chain link fence (four feet high)
- ii. Super silt fence with wire strung between the support poles (minimum 4 feet high) with high visibility flagging.
- iii. 14 gauge 2 inch x 4 inch welded wire fencing supported by steel T-bar posts (minimum 4 feet high) with high visibility flagging.
- b. Typical stress reduction measures may include, but are not limited to: i. Root pruning with a root cutter or vibratory plow designed for that purpose. Trenchers
- are not allowed, unless approved by the Forest Conservation Inspector ii. Crown Reduction or pruning
- iii. Watering
- iv. Fertilizing
- v. Vertical mulching
- vi. Root aeration systems

Measures not specified on the Forest Conservation Plan may be required as determined by the Forest Conservation Inspector in coordination with the property owner's arborist.

3. A Maryland Licensed Tree expert must perform, or directly supervise, the implementation of all stress reduction mesasures. Documentation of the process (including photograhs)

Page 1 of 3

may be required by the Forest Conservation Inspector, and will be determined at the preconstruction meeting.

- 4. Temporary protection devices must be installed per the approved Forest Conservation Plan, Exemption Plan, or Tree Save Plan and prior to any land disturbance. The Forest Conservation Inspector, in coordination with the DPS Sediment Control Inspector, may make field adjustments to increase the survivability of trees and forest shown as saved on the approved plan.
- 5. Tree protection fencing must be installed and maintained by the property owner for the duration of construction project and must not be altered without prior approval from the Forest Conservation Inspector. All construction activity within protected tree and forest areas is prohibited. This includes the following activities:
- a. Parking or driving equipment, machinery, or vehicles of any type. b. Storage of any construction materials, equipment, stockpiling, fill, debris, etc.
- c. Dumping or any chemicals (i.e., paint thinner), mortar or concrete remainder, trash, garbage, or debris of any kind.
- d. Felling of trees into a protected area.
- e. Trenching or grading for utilities, irrigation, drainage, etc.
- 6. Forest and tree protection signs must be installed as required by the Forest Conservation Inspector. The signs must be waterproof and wording provided in both English and Spanish.

## **During Construction**

- 7. Periodic inspections will be made by the Forest Conservation Inspector. Corrections and repairs to all tree protection devices must be completed within the timeframe given by the Inspector.
- 8. The property owner must immediately notify the Forest Conservation Inspector of any damage to trees, forests, understory, ground cover, and any other undisturbed areas shown on the approved plan. Remedial actions, and the relative timeframes to restore these areas, will be determined by the Forest Conservation Inspector.

### **Post-Construction**

- 9. After construction is completed, but before tree protection devices have been removed, the property owner must request a final inspection with the Forest Conservation Inspector. At the final inspection, the Forest Conservation Inspector may require additional corrective measures, which may include:
- a. Removal, and possible replacement, of dead, dying, or hazardous trees b. Pruning of dead or declining limbs
- c. Soil aeration
- d. Fertilization
- e. Watering

Page 2 of 3





FOR UTILITY LOCATIONS CONTACT "ONE CALL" AT 811 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION

February 2017

February 2017

f. Wound repair g. Clean up of retention areas, including trash removal

10. After the final inspection and completion of all corrective measures the Forest Conservation Inspector will request all temporary tree and forest protection devices be removed from the site. Removal of tree protection devices that also operate for erosion and sediment control must be coordinated with both DPS and the Forest Conservation Inspector. No additional grading, sodding, or burial may take place after the tree protection fencing is removed.

11. Long-term protection measures, including permanent signage, must be installed per the approved plan. Installation will occur at the appropriate time during the construction project. Refer to the approved plan drawing for the long-term protection measures to be installed.

Page 3 of 3

February 2017

INSPECTIONS

All field inspections must be requested by the applicant.

Field Inspections must be conducted as follows:

- Plans without Planting Requirements 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 and before release of the building permit.
- 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.

Additional Requirements for Plans with Planting Requirements

- Before the start of any required reforestation and afforestation planting. 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. 2 years after reforestation and afforestation have been completed, to determine survival and assess necessary maintenance activities for the remaining duration of the
- maintenance and management period. 7. 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.





NOTE: Tree Protection Fence shall be installed on top of the Limits of Disturbance. For purposes of legibility only, the Tree Protection Fence is graphically represented adjacent to the LOD.

TREE	COMMON NAME	BOTA
ID#		
441	TULIP POPLAR	LIRIODENI
443	TULIP POPLAR	LIRIODENI
444	TULIP POPLAR	LIRIODEN
445	TULIP POPLAR	LIRIODENI
446		
447		
440		
450	TULIP POPLAR	LIRIODENI
451	TULIP POPLAR	LIRIODEN
452	TULIP POPLAR	LIRIODENI
453		LIRIODENI
454		
455		
457	TULIP POPLAR	LIRIODENI
458	TULIP POPLAR	LIRIODENI
459	TULIP POPLAR	LIRIODENI
460	TULIP POPLAR	LIRIODENI
461		
402		
464	TULIP POPLAR	LIRIODEN
465	TULIP POPLAR	LIRIODENI
466	TULIP POPLAR	LIRIODENI
467	TULIP POPLAR	LIRIODENI
468		
469		
470		LIRIODENI
472	TULIP POPLAR	LIRIODENI
473	TULIP POPLAR	LIRIODEN
474	TULIP POPLAR	LIRIODENI
475	SYCAMORE	
476		
478		LIRIODENI
479	TULIP POPLAR	LIRIODENI
480	TULIP POPLAR	LIRIODENI
481	TULIP POPLAR	LIRIODENI
482		
483		
485	TULIP POPLAR	LIRIODENI
486	TULIP POPLAR	LIRIODENI
487	TULIP POPLAR	LIRIODENI
488	TULIP POPLAR	LIRIODENI
489		
490		
492	TULIP POPLAR	LIRIODENI
493	TULIP POPLAR	LIRIODENI
494	TULIP POPLAR	LIRIODENI
495	TULIP POPLAR	LIRIODENI
496		
497		
499	TULIP POPLAR	LIRIODENI
500	TULIP POPLAR	LIRIODENI
501	RED MAPLE	ACE
502	TULIP POPLAR	LIRIODENI
503		
504		
506	TULIP POPLAR	LIRIODENI
507	TULIP POPLAR	LIRIODENI
508	SILVER MAPLE	ACER
509	TULIP POPLAR	LIRIODENI
510		
511		
512	TULIP POPLAR	LIRIODENI
514	TULIP POPLAR	LIRIODENI
515	TULIP POPLAR	LIRIODENI

	TREE TABLE	
ANICAL NAME	SIZE (DIAMETER)	CONDITION
	\/ /	
	20	
DRON TUI IPIFERA	26"	GOOD - VINES
DRON TULIPIFERA	29"	GOOD - DEADWOOD, LOPSIDED CANOPY
DRON TULIPIFERA	38"	FAIR - VINES, MULTISTEM AT 15', HEAVY DEADWOOD
DRON TULIPIFERA	27"	GOOD - DEADWOOD, CURVED TRUNK
DRON TULIPIFERA	25"	GOOD - DEADWOOD
DRON TULIPIFERA	27"	GOOD - SWOLLEN AT CURVE IN TRUNK
DRON TULIPIFERA	33"	GOOD - EXPOSED SCARRED ROOTS
DRON TULIPIFERA	29-25"	FAIR/POOR - VINES, DEADWOOD, ROT
DRON TULIPIFERA	34"	FAIR/GOOD - SLIGHT LEAN, VINES, DEADWOOD
	32-20"	
	20	GOOD - VINES, LOFSIDED CANOFT
DRON TULI PIFERA	25	POOR - VINES LARGE CAVITY DEADWOOD
DRON TULIPIFERA	31"	POOR - VINES, HEAVY DIEBACK
DRON TULIPIFERA	33"	GOOD - DEADWOOD, VINES
DRON TULIPIFERA	29"	GOOD - DEADWOOD
DRON TULIPIFERA	30"	GOOD - DEADWOOD
DRON TULIPIFERA	28"	GOOD - DEADWOOD, CODOMINANT AT 25', VINES
DRON TULIPIFERA	26"	FAIR - DEADWOOD, VINES
DRON TULIPIFERA	25"	FAIR - CANOPY DAMAGE
DRON TULIPIFERA	24"	GOOD - VINES, DEADWOOD
DRON TULIPIFERA	26"	FAIR/GOOD - VINES, SWOLLEN AREA ON TRUNK
	27"	FAIR/GOOD - WOODPECKER HOLES, DEADWOOD
DRON TULIPIFERA	20	GOOD
DRON TULIPIFERA	26"	GOOD - VINES
DRON TULIPIFERA	26"	GOOD - VINES
DRON TULIPIFERA	26"	GOOD - IVY, DEADWOOD
DRON TULIPIFERA	31"	FAIR - DIEBACK, IVY
DRON TULIPIFERA	30"	GOOD - DEADWOOD, IVY
DRON TULIPIFERA	32"	GOOD - DEADWOOD
DRON TULIPIFERA	33-27"	FAIR/GOOD - VINES, DEADWOOD
JS OCCIDENTALIS	29"	GOOD - IVY, WOUND CLOSURE IN BRANCH
DRON TULIPIFERA	32"	
	43 <sup>°</sup>	GOOD CODOMINANT AT 7
DRON TULIPIFERA	25"	GOOD - CODOMINANT AT 7
	32"	GOOD - DEADWOOD
DRON TULIPIFERA	32"	FAIR - DEADWOOD, INCLUDED BARK
DRON TULIPIFERA	30"	GOOD
DRON TULIPIFERA	25"	GOOD - BRANCH DAMAGE
DRON TULIPIFERA	31"	GOOD
DRON TULIPIFERA	27"	GOOD - IVY, MINOR CANOPY DAMAGE
DRON TULIPIFERA	25"	FAIR/POOR - DEADWOOD, CRACK, CAVITY AT 30'
DRON TULIPIFERA	28"	GOOD - CODOMINANT AT 25'
	31"	
DRON TULIPIFERA	26"	EAIR - CRACK DEADWOOD
DRON TULIPIFERA	20	GOOD - DEADWOOD
DRON TULIPIFERA	25"	GOOD - DEADWOOD
DRON TULIPIFERA	27"	FAIR - CODOMINANT AT 5', SMALL TRUNK TOPPED
DRON TULIPIFERA	32"	FAIR - LEANS, IVY
DRON TULIPIFERA	34"	GOOD - DEADWOOD, IVY
DRON TULIPIFERA	27"	FAIR - DEADWOOD
DRON TULIPIFERA	26"	GOOD - CODOMINANT AT 20'
DRON TULIPIFERA	26"	GUUD - IVY, CURVED TRUNK
	25"	
	20	
	24"	
DRON TULIPIFERA	24"	GOOD - IVY
DRON TULIPIFERA	24"	GOOD
DRON TULIPIFERA	24"	GOOD
DRON TULIPIFERA	24"	GOOD - IVY
DRON TULIPIFERA	24"	GOOD - DEADWOOD, VINES
SACCHARINUM	79"	FAIR/POOR - DEADWOOD, ROT, CAVITY, FUNGUS
DRON TULIPIFERA	33"	GOOD
DRON TULIPIFERA	38"	FAIR - CAVILY, IVY, MODERATE DEADWOOD
	24"	
	∠ɔ 25"	
	25"	FAIR - IVY. DEADWOOD, STRUCTURE ISSUE 30'
DRON TULIPIFERA	25-24"	POOR - SLIT TO 40', 24" IS DEAD/TOPPED/ROTTED



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07.132.21

3 OF 3

PROJECT NO.

SHEET NO.

Macris, Hendricks & Glascock, P.A.

Engineers • Planners • Surveyors • Landscape Architects

MHG

9220 Wightman Road, Suite 120 Montgomery Village, Maryland 20886-1279

Phone 301.670.0840 Fax 301.948.0693

May 19, 2022

Maryland National Capital Park & Planning Commission 2425 Reedie Drive Wheaton, MD 20902

> Re: Potomac Farm Estates FFCP MHG Project No. 07.132.21

To Whom It May Concern:

On behalf of the applicant of the above referenced Forest Conservation Plan, we hereby request a variance from Section 22A-12.b(3)(C) of the Montgomery County Code, Chapter 22A for the impact of eleven specimen trees, as required by the Maryland Natural Resources Article, Title 5, Subtitle 16, Forest Conservation, Section 5-1611, and in accordance with Chapter 22A-21(b) of the Montgomery County Code. The proposed impacts to eleven trees over thirty inches satisfies the variance application requirements of section 22A-21(b).

1. Describe the special conditions peculiar to the property which would cause the unwarranted hardship;

The total property area subject to the associated forest conservation plan includes 3.77 acres with a total of 2.54 acres of forest. The property contains a single family home with conservation easements that cover almost completely the front and back yards. The owner is proposing to create useable space in the backyard. In order to do this they will be removing many smaller non-specimen trees and are proposing to retain all of the specimen trees. As part of the tree removal process, access is needed for equipment to get to the trees in order to remove them from the property. The means and methods by which each tree will be removed will vary and need to be determined in the field. Therefore a large limits of disturbance is shown around the backyard to accommodate the tree removal. Work that will be occurring around specimen trees may require root matting, tree fence and potentially root pruning. Impacts to trees will be minimized to ensure tree survival and will be coordinated in the field with the MNCPPC inspector and the project arborist. In order to remove the smaller trees, access across the root zones of the specimen trees cannot be avoided but the severity of the impact can and will be minimized. Trees 471, 472, 473, 474, 459, and 445 are in the middle of the disturbed area and will have tree removal occurring on multiple sides. Trees 451, 452, 457, 456, and 508 are on the outside of the limits of disturbance and will be more easily avoided.

As stated, for all impacted trees, necessary stress reduction measures will be provided by an arborist to promote their survivability. For all of the above reasons, not allowing the proposed removals and impacts would be a hardship that is not warranted. 2. Describe how enforcement of these rules will deprive the landowner of rights commonly enjoyed by others in similar areas;

The landowner's rights to use their property as is done by others in similar areas would be deprived by not allowing the impacts to the subject trees. As detailed above, the root zone impacts are unavoidable in order to create a usable backyard for the property to meet the needs of the owners. The inability to impact the subject trees would limit the use of the property. This creates a significant disadvantage for the applicant and deprives the applicant of the rights enjoyed by the neighboring and/or similar properties not subject to this approval process.

3. Verify that State water quality standards will not be violated or that a measurable degradation in water quality will not occur as a result of the granting of the variance;

A Sediment Control Permit will be submitted for the proposed clearing to help control runoff and maintain water quality. No work is proposed that will require stormwater management. The specimen trees are proposed to remain with limited impacts which will be achieved though stress reduction measures such as mulch matting which will ensure limited ground disturbance and prevent water quality degradation. Approval of this plan will confirm that the goals and objectives of the current state water quality standards are being met.

4. Provide any other information appropriate to support the request.

Mitigation will be provided for all specimen trees through stress reduction measures provided for all of the impacted trees. A copy of the Forest Conservation Plan and a variance tree spreadsheet has been provided as part of this variance request. Please let us know if any other information is necessary to support this request.

Please contact me via email, at <u>fjohnson@mhgpa.com</u>, or by phone, at (301) 670-0840 should you have any additional comments or concerns.

Thank you,

Frank Johnson

Frank Johnson

Tree ID#DBHSpecies% ImpactedConditionMitigation44538Tulip Poplar100%Fairstress reduction measures45232-20Tulip Poplar24%Goodstress reduction measures45631Tulip Poplar33%Poorstress reduction measures45733Tulip Poplar35%Goodstress reduction measures45930Tulip Poplar100%Goodstress reduction measures45134Tulip Poplar49%Fair/Goodstress reduction measures45134Tulip Poplar49%Fair/Goodstress reduction measures	VARIANCE TREE IMPACT TABLE							
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508 79 Silver Maple 2% Eair/Poor stress reduction	508	70 Silv	Silver Manle	20/	20/	20/	Eair/Door	stress reduction
measures	500			∠ /0	r'all/F'00i	measures		

Note: Impacts to trees are less than noted due to root protection measures to be determined in field such as root protection matting or tree fence to enable access to trees to be removed. Specimen trees to be saved.