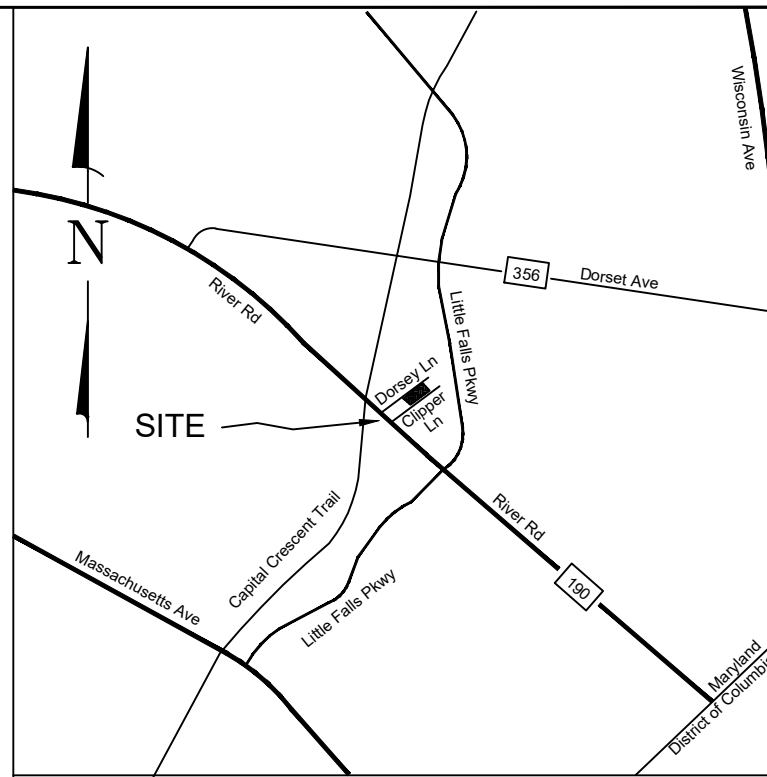




CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
LAND PLANNING

9220 Wightman Road, Suite 120
Montgomery Village, MD 20886
Phone: 301.870.0840
www.mhga.com

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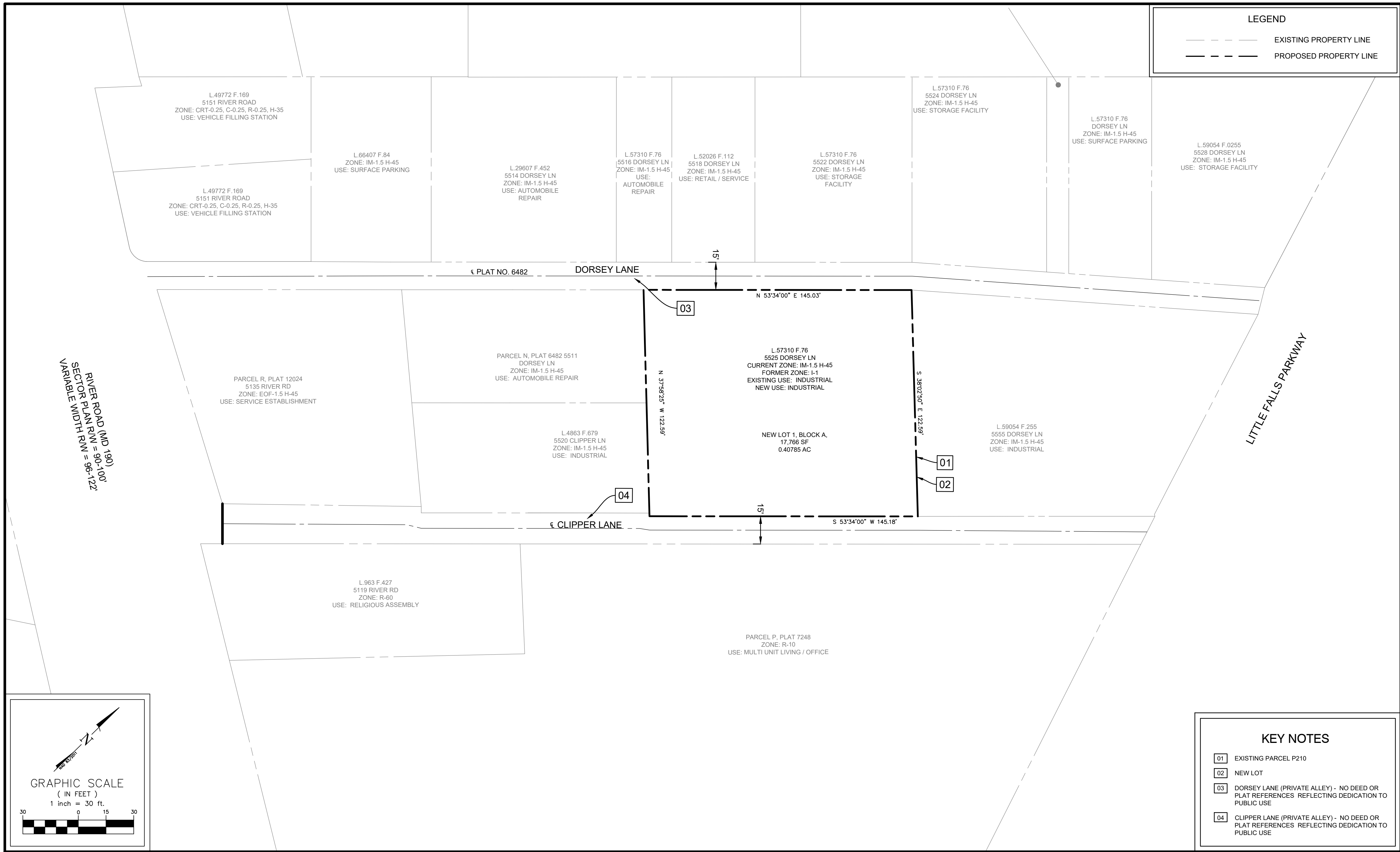
VICINITY MAP
SCALE 1" = 2,000'

SITE DATA	
SUBJECT PROPERTY	PARCEL P210 FRIENDSHIP L57310 F.76 TAX ACCOUNT NO. 07-00418211
PROPERTY ADDRESS	5525 DORSEY LN BETHESDA 20816
PROPERTY OWNER	MORADO PROPERTIES LLC 5525 DORSEY LN BETHESDA, MD 20816
TRACT AREA:	17,766 SF (0.4079 AC)
NEW DEDICATION:	0 SF (0.0000 AC)
NEW LOT AREA:	17,766 SF (0.40785 AC)
PROPOSED NUMBER OF LOTS:	1 LOT
CURRENT ZONING CLASSIFICATION:	IM-1.5 H-45
FORMER ZONING CLASSIFICATION	I-1
EXISTING USES:	INDUSTRIAL
PROPOSED USES:	INDUSTRIAL FOOD PRODUCTION

Professional Certification
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the Laws of the State of Maryland. Lic. No. 35188 Exp. Date: 01/05/2028

OWNER
MORADO PROPERTIES LLC c/o
SUSAN LACZ

5525 DORSEY LN
BETHESDA, MD 20816
301-907-3715
SUSAN@RIDGEWELLS.COM



REVISIONS		
NO.	DESCRIPTION	DATE

TAX MAP HM23 WSSC 207NW05

7TH ELECTION DISTRICT
MONTGOMERY COUNTY
MARYLAND

PARCEL 210
FRIENDSHIP

PROJ. MGR KJH
DRAWN BY KJH
SCALE 1"=30'
DATE 12.30.2024

PRELIMINARY PLAN NO.
120250110

LOT/TRACT DIAGRAM

PP1.01

PROJECT NO. 2024.169.11

DEVELOPER'S CERTIFICATE	
THE UNDERSIGNED AGREES TO EXECUTE ALL THE FEATURES OF SITE PLAN APPROVAL NO. 120250110 INCLUDING APPROVAL CONDITIONS, AND PRELIMINARY PLAN.	
DEVELOPER: _____	CONTACT PERSON: _____
ADDRESS: _____	_____
PHONE: _____	_____
EMAIL: _____	_____
SIGNATURE: _____	_____

BOUNDARY CERTIFICATION	
I HEREBY CERTIFY THAT THE BOUNDARY SHOWN HEREON IS CORRECT BASED ON EXISTING DEEDS AND PLATS RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, SUBJECT TO CHANGE UPON COMPLETION OF A FINAL RECORD PLAT.	
DATE _____	MACRIS, HENDRICKS, & GLASCOCK, P.A. BY: WAYNE F. ALBERTIN PROFESSIONAL LAND SURVEYOR MARYLAND REG. NO. 21330 EXPIRATION DATE: JANUARY 7, 2025

October 21, 2024

Susan Lacz
5525 Dorsey Lane
Bethesda, Maryland 20816

Re: Forest Conservation Exemption Request
#42025040E - Friendship

Mrs. Lacz,

Based on the review by staff of the Montgomery County Planning Department, the exemption request submitted on October 21, 2024, for the plan identified above is **confirmed**. The project is exempt from Article II of the Montgomery County Code, Chapter 22A (Forest Conservation Law), under Section 22A-5(s)(1) as *an activity occurring on a tract of land that is less than 1.5 acres and that:*

- (A) is not located within the Commercial Residential (CR) zone classification;*
- (B) has no existing forest, existing specimen, or champion tree;*
- (C) would not result in an afforestation requirement that exceeds 10,000 square feet;*
- and*
- (D) would not result in development within an environmental buffer, except for the allowable uses stated in the environmental guidelines*

A pre-construction meeting is required after the limits of disturbance have been staked prior to demolition, clearing or grading to verify the limits of disturbance and tree protection measures are in place per the accompanying Tree Save Plan. The M-NCPPC forest conservation inspection staff may require additional tree protection measures.

Please contact Domenic Bello at 301-495-2107 or at domenic.bello@montgomeryplanning.org at least 7 days in advance to schedule your pre-construction meeting. The site supervisor, construction superintendent, forest conservation inspector, a private Maryland licensed tree expert, and the Montgomery County Department of Permitting Services sediment control inspector shall attend this pre-construction meeting.

Any unauthorized changes from the approved exemption request may constitute grounds to rescind or amend any approval actions taken and to take appropriate enforcement actions. If there are any subsequent modifications planned to the approved plan, a new application must be submitted to M-NCPPC for review and confirmation prior to those activities occurring.

Sincerely,

Marco Fuster

Marco Fuster
Planner III
DownCounty Planning Division
Montgomery County Planning Department

cc: Marci-Ann Smith (MHG)



DEPARTMENT OF PERMITTING SERVICES

Marc Elrich
County Executive

Rabbiah Sabbakhan
Director

3/11/2025

Mr. Willis Gammell
Macris, Hendricks & Glascock, P.A.
9220 Wightman Road, Suite 120
Montgomery Village, MD 20886

Re: **COMBINED STORMWATER MANAGEMENT
CONCEPT/SITE DEVELOPMENT
STORMWATER MANAGEMENT PLAN** for
Friendship Parcel 210
Preliminary Plan #: 120250110
SM File #: 296065
Tract Size/Zone: .041 ac / IM-45, H-45
Total Concept Area: 0.41 ac / 17,782 sf
Lots/Block: N/A
Parcel(s): P210
Watershed: Little Fallos
Redevelopment (Yes/No): Yes

Dear Mr. Gammell:

Based on a review by the Department of Permitting Services Review Staff, the stormwater management concept for the above-mentioned site is **acceptable**. The plan proposes to meet required stormwater management goals via the use of 8-inch Green Roof. Due to site constraints, full compliance with stormwater management requirements cannot be achieved, and a waiver of the remaining treatment requirement was requested. A partial waiver of stormwater management requirements is hereby granted.

The following items will need to be addressed during the detailed sediment control/stormwater management plan stage:

1. A detailed review of the stormwater management computations will occur at the time of detailed plan review.
2. An engineered sediment control plan must be submitted for this project.
3. At the time of detailed plan review, please look for additional opportunities to maximize the use of Green Roof for the project.
4. All filtration media for manufactured best management practices, whether for new development or redevelopment, must consist of MDE approved material.

This list may not be all-inclusive and may change based on available information at the time.

Payment of a stormwater management contribution in accordance with Section 2 of the Stormwater Management Regulation 4-90 **is required**.



2425 Reedy Drive, 7th Floor, Wheaton, Maryland 20902 | 240-777-0311
www.montgomerycountymd.gov/permittingervices

Mr. Willis Gammell
3/11/2025
Page 2 of 2

This letter must appear on the sediment control/stormwater management plan at its initial submittal. The concept approval is based on all stormwater management structures being located outside of the Public Utility Easement, the Public Improvement Easement, and the Public Right of Way unless specifically approved on the concept plan. Any divergence from the information provided to this office; or additional information received during the development process; or a change in an applicable Executive Regulation may constitute grounds to rescind or amend any approval actions taken, and to reevaluate the site for additional or amended stormwater management requirements. If there are subsequent additions or modifications to the development, a separate concept request shall be required.

If you have any questions regarding these actions, please feel free to contact Denis Cefko at 240-777-6202.

Sincerely,



Mark Etheridge, Manager
Water Resources Section
Division of Land Development Services

cc: Neil Braunstein
SM File # 296065

ESD: Required/Provided 3,673 cf / 722 cf
PE: Target/Achieved: 2.60"/0.51"
STRUCTURAL: 0 cf
WAIVED: 2,951 cf.



**Department of Permitting Services
Fire Department Access and Water Supply Comments**

DATE: 10-Apr-25
TO: Stephen Crum - scrum@mhgpa.com
Macris, Hendricks & Glascock
FROM: Marie LaBaw
RE: Friendship Parcel 210 (Ridgewells Catering)
120250110

PLAN APPROVED

1. Review based only upon information contained on the plan submitted **09-Apr-25**. Review and approval does not cover unsatisfactory installation resulting from errors, omissions, or failure to clearly indicate conditions on this plan.
2. Correction of unsatisfactory installation will be required upon inspection and service of notice of violation to a party responsible for the property.

***** Replace existing building: See statement of performance based design *****

***** West wall shall have no openings: no windows or doors *****

***** 5/3/2025 Access easement along west wall to be recorded prior to occupancy *****

***** 8/8/2025 Clarification of easement and covenant locations to maintain access *****

April 9, 2025

Dr. Marie LaBaw, PhD, P.E.
Montgomery County Department of Permitting Services
Fire Department Access and Water Supply
2425 Reddie Drive, 7th Floor
Wheaton, MD 20902

Re: Scope of Work and Statement of
Performance-Based Design
Ridgewells Catering
5525 Dorsey Lane
MHG Project No. 2024.169.11

Dear Dr. LaBaw:

On behalf of the property owner, Morado Properties LLC, c/o Susan Lacz, we are submitting this letter describing the scope of work and a statement of performance-based design for the property located at 5525 Dorsey Lane. The project involves the redevelopment of an existing catering facility. The existing, obsolete building on the Property will be demolished and redeveloped with a replacement building and related site improvements. The Project will provide a slightly larger building with a maximum gross floor area of approximately 18,805 square feet. When complete, the replacement building will allow the Applicant to continue using the Property as a catering facility into the future. The new building will be fully sprinklered and will have a maximum height of 42 feet.

Fire access will be provided via Dorsey Lane at the front of the building and Clipper Lane for access to the back of the building. As noted in the "32-Alley-Letter" submitted with the preliminary plan, Dorsey Lane is a private alley and not a public road. The existing private alley lacks a turnaround space at its terminus for fire apparatus access. To address this deficiency, Morado Properties LLC proposes to provide a fire apparatus turnaround space within their property boundaries. However, the site presents challenges due to limited space and existing parking constraints. To overcome these obstacles, the owner has submitted a plan demonstrating adequate fire apparatus maneuverability using a minimum access width of 12 feet. To mitigate the reduced width, turning radii have been increased to 38 feet, in accordance with Montgomery County DPS guidelines. Specifically, a 300-foot section of the fire access path is reduced to 12 feet from the prescriptive 20-foot width. Additionally, a 45-foot section near River Road is reduced to 19 feet between two existing islands.

Despite these reductions, we assert that the proposed fire access design provides

Dr. Marie LaBaw, PhD, PE
Montgomery County Department of Permitting Services
Zoning, Well and Septic, and Code Compliance
Stonegate Elementary School
April 9, 2025
Page 2

adequate access for the following reasons:

- For the reduced widths from 20 to 19' for a distance of 45', the plan provides a compliant water supply and operational area beyond the access width reduction.
- For the 300' turn around area where the access route is limited to a width of 12', the plan provides adequate water supply and a compliant operational area prior to the access width reduction.

The proposed fire access plan provides an access route through an existing non-compliant development with minimal impacts to the route. The plan demonstrates compliant water supply and operational areas for the redevelopment of the existing building. Given the outlined performance-based design considerations, we respectfully request your approval of the Fire Department Apparatus Access Plan, which is included for your review. Thank you for your consideration. Please contact us at your convenience if you require any additional information or have any questions.

Sincerely,

Stephen E. Crum

Stephen E. Crum, P.E.



Digitally signed by Stephen Crum
Date: 2025.04.09 10:15:49-04'00'

Professional Certification

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the Laws of the State of Maryland.
License No. 16905, Expiration Date: 04/21/2026

Encl. A/S

FIRE CODE ENFORCEMENT

Fire Department Access Review

Review based only upon information contained on this plan. Does not cover unsatisfactory layout resulting from omissions, errors or failure to clearly indicate conditions on this plan. Correction of such unsatisfactory layout to afford required access will be required if found upon inspection after installation

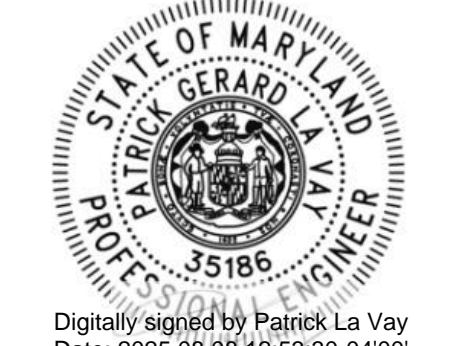
BY: SAC FM: DPS DATE: 4/10/2025



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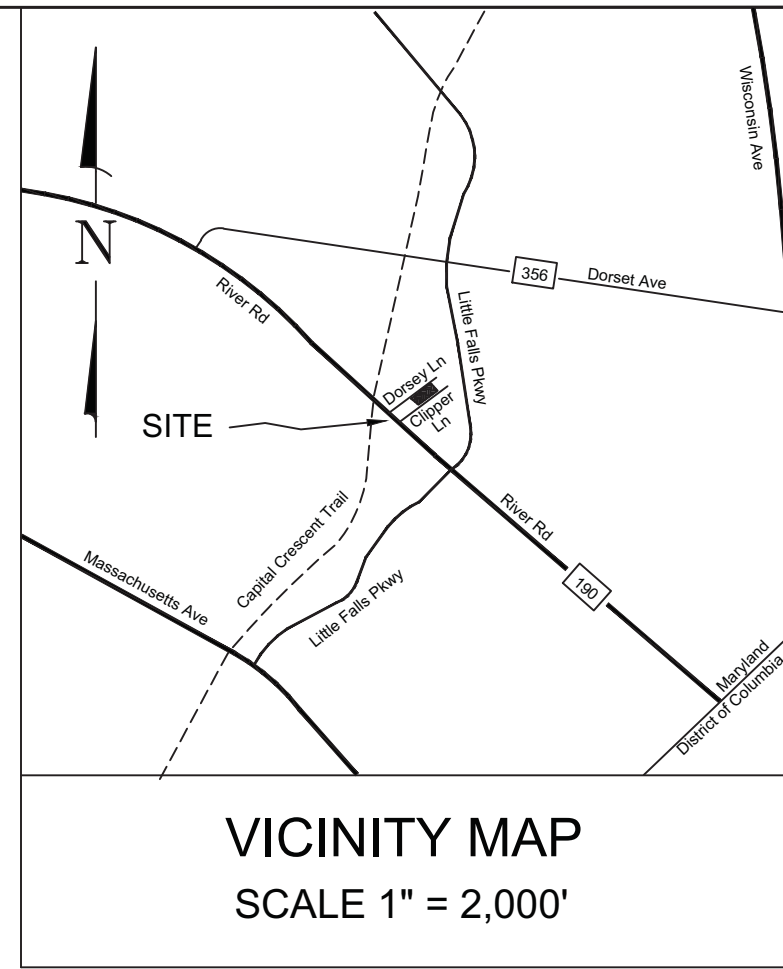
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Montgomery Village, MD 20886
Phone: 301.870.0840
www.mhga.com

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Professional Certification
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the Laws of the State of Maryland. Lic. No. 35186 Exp. Date: 01/05/2026

OWNER
MORADO PROPERTIES LLC c/o
SUSAN LACZ
5525 DORSEY LN
BETHESDA, MD 20816
301-907-3715
SUSAN@RIDGEWELLS.COM

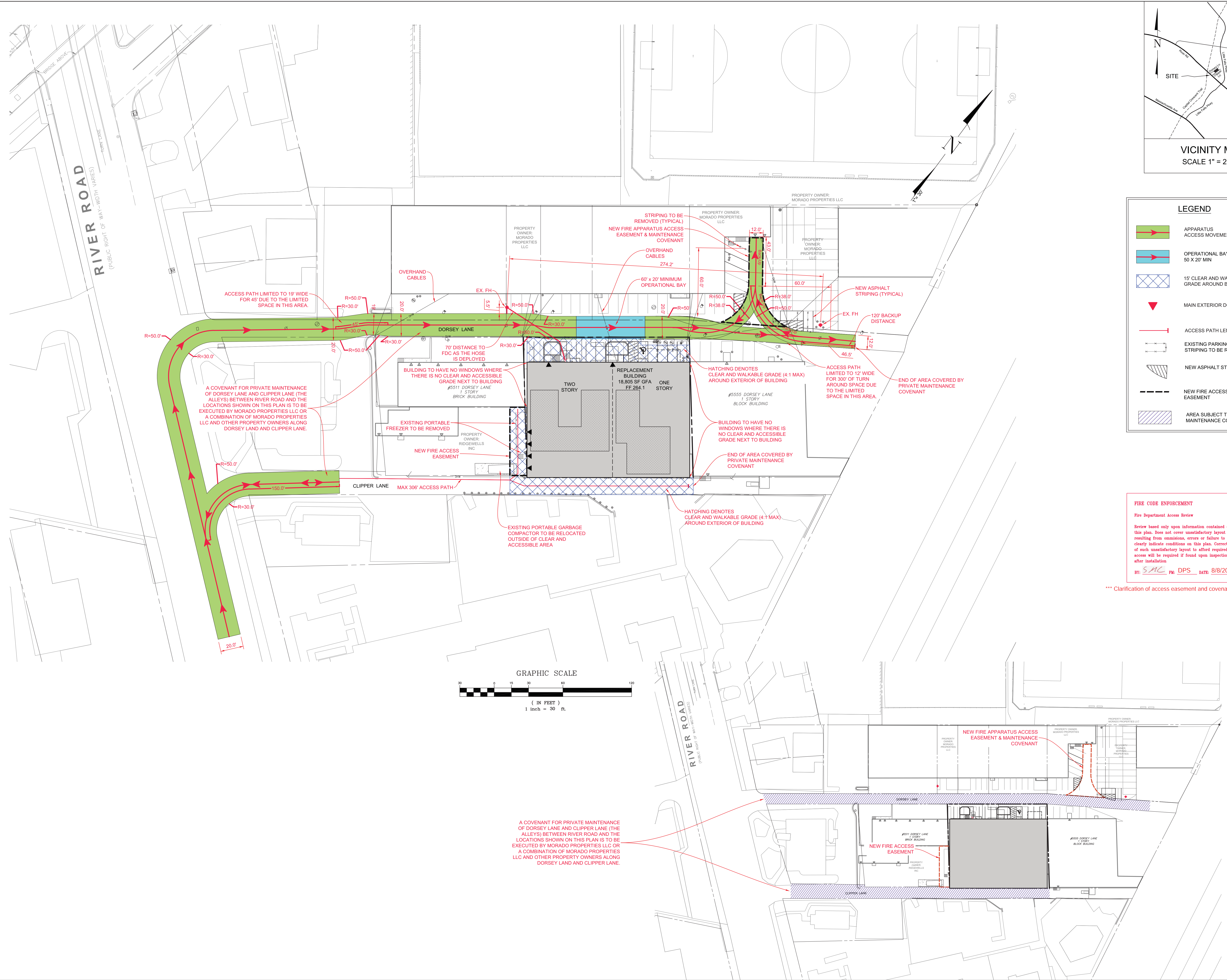


LEGEND

- APPARATUS ACCESS MOVEMENT
- OPERATIONAL BAY 50 X 20' MIN
- 15' CLEAR AND WALKABLE GRADE AROUND BUILDING
- MAIN EXTERIOR DOORS
- ACCESS PATH LENGTH
- EXISTING PARKING STRIPING TO BE REMOVED
- NEW ASPHALT STRIPING
- NEW FIRE ACCESS EASEMENT
- AREA SUBJECT TO MAINTENANCE COVENANT

FIRE CODE ENFORCEMENT
Fire Department Access Review
Review based only upon information contained on this plan. Does not cover unsatisfactory layout resulting from omissions, errors or failure to clearly indicate conditions on this plan. Correction of such unsatisfactory layout to afford required access will be required if found upon inspection after installation.
BY: *SAC* PM: *DPS* DATE: 8/8/2025

*** Clarification of access easement and covenant locations ***



REVISIONS		
NO.	DESCRIPTION	DATE

TAX MAP HM23 WSSC 207NW05

7TH ELECTION DISTRICT
MONTGOMERY COUNTY
MARYLAND

PARCEL 210
FRIENDSHIP

PROJ. MGR	KJH
DRAWN BY	JDP
SCALE	1"= 30'
DATE	08.08.2025

FIRE APPARATUS
ACCESS PLAN



DEPARTMENT OF TRANSPORTATION

Marc Elrich
County Executive

Christopher R. Conklin
Director

March 17, 2025

Mr. Adam Bossi, Planner III
Downcounty Planning Division
The Maryland-National Capital
Park & Planning Commission
2425 Reedy Drive, 14th Floor,
Wheaton, MD 20902

RE: Preliminary Plan Letter
Plan No. 120250110
Friendship Parcel 210 (Ridgewells Catering)

Dear Mr. Bossi:

We have completed our review of the revised Preliminary Plan uploaded in eplans on January 7, 2025. The Development Review Committee reviewed the plan at its February 25, 2025, meeting. This plan will be heard tentatively on June 05, 2025, Planning Board meeting. We recommend the approval of the plan, subject to the following comments:

Preliminary Plan Significant Comments

1. Dorsey Lane and Clipper Lane:

The Master plan of Highways and Transitways refers to Clipper Lane as a Town Center street that runs for approximately 300 feet from River Road and ends approximately halfway along the property boundary with Clipper Lane.

Based on the Professional Land Surveyor certified letter dated December 30, 2024, by MHG, it was determined that no deed or plat reference existed reflecting the dedication of Dorsey Lane or Clipper Lane to public use. Therefore, both alleys have operated as private alleys over time. Per the Land Records of Montgomery County, Maryland, both the alleys provide access for the abutting properties, existing buildings and their associated parking areas and being maintained by the surrounding property owners.

As both alleys are privately maintained and the subject property does not front any public right-of-way, the applicant is not responsible for any improvements within the right-of-way.

Office of the Director

101 Monroe Street 10th Floor · Rockville Maryland 20850 · 240-777-7170 · 240-777-7178 FAX

www.montgomerycountymd.gov

Located one block west of the Rockville Metro Station

Mr. Adam Bossi
Preliminary Plan No. 120250110
March 17, 2025
Page 2

Thank you for the opportunity to review this preliminary plan. If you have any questions or comments regarding this letter, please contact Deepak Somarajan, our Development Review Team for this project, at deepak.somarajan@montgomerycountymd.gov or (240) 777-2194.

Sincerely,

Deepak Somarajan, Engineer III
Development Review Team
Office of Transportation Policy

M:\Subdivision\Deepak\Preliminary Plan Plan\120250110-Friendship Parcel 210 (Ridgewells Catering) \Letter\120250110-Friendship Parcel 210 (Ridgewells Catering)-Prelim Plan Letter

cc: SharePoint\Correspondence Folder FY'25

cc-e: Patrick LaVay	MHG
Kyle Hughes	MHG
Christopher Ruhlen	Lerch, Early & Brewer, Chtd.
Kwesi Woodroffe	MDSHA District 3
Atiq Panjshiri	MCDPS RWPR
Sam Farhadi	MCDPS RWPR
Mark Terry	MCDOT DTEO
Rebecca Torma	MCDOT OTP

**Pre-Submission Community Meeting Minutes
Ridgewells
5525 Dorsey Lane, Bethesda, Maryland
Preliminary Plan Application
October 28, 2024**

The pre-submission community meeting for the above-referenced Preliminary Plan application was held on October 28, 2024 at Westland Middle School, located at 5511 Massachusetts Avenue in Bethesda, Maryland. The meeting commenced at approximately 7:00 p.m.

The following representatives of the development team attended the meeting:

Susan Lacz	Principal & CEO, Ridgewells
Nathan Gersten	Director of Operations, Ridgewells
Patrick La Vay, PE	Vice President, Macris, Hendricks & Glascock, P.A.
Christopher Ruhlen, Esq.	Lerch, Early & Brewer, Chtd.

As indicated on the attached sign-in sheet, there were no attendees. The meeting concluded at approximately 7:45 p.m.

The meeting minutes were prepared by Chris Ruhlen.

5525 Dorsey Lane
Site Plan Pre-submission Community Meeting
On October 28, 2024 at 7:00 PM
At Westland Middle School
In the Cafeteria
5511 Massachusetts Avenue, Bethesda

Name (Please Print)	Complete Mailing Address (Please include City, <u>Zip code</u> and, if applicable <u>Apt. number</u>)	Phone Number	E-Mail Address	Would you like to receive future <u>mailed</u> notices? (Y/N)

Christopher M. Ruhlen
Attorney
301-841-3834
cmruhlen@lerchearly.com

October 11, 2024

RE: 5525 Dorsey Lane, Bethesda
Preliminary Plan Application
Pre-Submission Community Meeting

Dear Neighbor:

Morado Properties, LLC (the “Applicant”) cordially invites you to attend a pre-submission meeting to review the proposed Preliminary Plan for the resubdivision of the property located at 5525 Dorsey Lane in Bethesda, Maryland (the “Property”). The Property is approximately 0.41 acres, and is zoned Moderate Industrial, IM-1.5 H-45’.

The Applicant is proposing to reconfigure the property into a new record lot in connection with the replacement and expansion of an existing Ridgewells catering facility on-site with a new building that will accommodate Ridgewells’ food production (catering) and warehouse uses. The new building will provide up to 18,805 square feet of gross floor area.

Details for the in-person meeting are as follows:

Date: October 28, 2024
Time: 7:00 PM
Location: Westland Middle School - Cafeteria
5511 Massachusetts Avenue
Bethesda, MD 20816

After the meeting date, the Applicant will be filing the Preliminary Plan application with the Montgomery County Planning Department of the Maryland-National Capital Park and Planning Commission. Once filed, the Planning Department will assign a case number to the application, which will allow for convenient tracking of the application as they undergo Planning Department review. For more information about the development review process and opportunities to participate, please contact M-NCPPC at (301) 495-4610 or visit their website at www.montgomeryplanning.org.

We hope you can attend on October 28th and look forward to the opportunity to provide you with information about this project. If you have any questions, please feel free to contact me at 301-841-3834 or cmruhlen@lerchearly.com

Sincerely,



Christopher M. Ruhlen
Attorney for the Applicant

AFFIDAVIT OF COMMUNITY MEETING

I hereby certify that a community meeting was held in the cafeteria of the Westland Middle School, located at 5511 Massachusetts Avenue in Bethesda, Maryland, on October 28, 2024 at 7:00 pm in advance of the filing of the Preliminary Plan application for the 5525 Dorsey Lane project located at 5525 Dorsey Lane in Bethesda.

I solemnly affirm that the said community meeting was held in accordance with applicable requirements of the Zoning Ordinance of Montgomery County, Maryland and Montgomery County Planning Board Regulation 12-23 (COMCOR No. 50/59.00.01) with respect to the administrative procedures for development review.

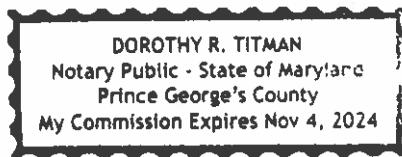
Christopher M. Ruhlen
Signature

11/4/2024
Date

CHRISTOPHER M. RUHLEN
Print Name

ATTORNEY FOR APPLICANT
Title

Sworn and subscribed to before me this 4th day of November, 2024



Dorothy R. Titman
Signature of Notary Public

Dorothy R. Titman
Printed Name of Notary Public

My Commission Expires: 11-4-24

Christopher M. Ruhlen*Attorney*

301-841-3834

cmruhlen@lerchearly.com

August 5, 2025

VIA ELECTRONIC MAIL

The Honorable Artie Harris, Chair
and Members of the Montgomery County Planning Board
Maryland-National Capital Park & Planning Commission
2425 Reedie Drive, 14th Floor
Wheaton, Maryland 20902

Re: Private Road Justification and Request for Subdivision Regulations Waiver in connection
with Preliminary Plan Application No. 120250110 (the "Preliminary Plan")

Dear Chairman Harris and Members of the Board:

Our firm represents Morado Properties, LLC (the "Applicant"), the owner of real property located at 5525 Dorsey Lane in Bethesda, Maryland (the "Property"). The Property is subject to the above-referenced Preliminary Plan application, which proposes to create a single, new commercial lot from an existing unrecorded, developed parcel. The new lot is intended to facilitate the replacement of an existing Ridgewells catering facility that has been located on the Property for decades, which has now become functionally obsolete (the "Project").

In connection with preparing and processing the Preliminary Plan for the Project, the Applicant and the Montgomery County Planning Department ("Planning Department") have identified certain unique circumstances and characteristics related to the Property's longstanding use of the adjacent, off-site private roads known as Dorsey Lane and Clipper Lane. These circumstances, described herein, necessitate both of the following: (i) the provision of justification for the continued use of the existing private roads for the proposed Preliminary Plan; and (ii) a request for relief from certain otherwise applicable private road standards and platting requirements of Chapter 50 of the Montgomery County Code (the "Subdivision Regulations"). Accordingly, the Applicant respectfully submits this private road justification statement and request for a waiver ("Waiver") from Sections 50.4.3.E.4.c, 50.4.3.E.4.e, 50.4.3.E.6.b and 50.4.3.E.6.d.i of the Subdivision Regulations in connection with the pending Preliminary Plan for the Project.

I. Background**A. Property Description**

The Property is comprised of a single unrecorded parcel known as "Parcel P210," with a site area of approximately 17,766 square feet (0.4079 acres). It is located between Dorsey Lane and Clipper Lane, approximately 300' northeast of the intersection with River Road, in the Moderate Industrial ("IM") zone.

The Property is subject to the approved and adopted 2016 Westbard Sector Plan (the "Sector Plan"). Although the Sector Plan does not specifically address the Property, the Sector Plan more generally refers

to it and several of the properties located along Dorsey Lane and Clipper Lane (including Parcel P210) as comprising the “North River District” of the planning area. For these properties, the Sector Plan recommends maintaining the existing zoning and uses, which it describes as including many local serving businesses and “local service light industries.” (Sector Plan, at 84.)

The Property is currently improved with an approximate 17,096 square foot food production/catering facility that was constructed in approximately 1973, as well as with related improvements that are typical for industrial buildings (e.g., surface parking, loading areas, building mechanical equipment). The existing improvements are similar to other adjacent and confronting development along Dorsey Lane, but the existing building is substantially aged and in need of modernization. Other surrounding uses in the North River District include additional facilities related to the Applicant’s catering business, automotive body shops and maintenance services, vehicle fueling stations, a bank, a dance studio, a surface parking lot, a high-rise condominium building, the Macedonia Baptist Church, and the Washington Episcopal School.

B. Vehicle Access – Existing Private Roads

Vehicle access to the Property is provided by two off-site private roads: Dorsey Lane (to the northwest) and Clipper Lane (to the southeast). While the Sector Plan does not include any specific roadway classifications for Dorsey Lane, the prior 1982 Westbard Sector Plan (the “1982 Sector Plan”) described Dorsey Lane and Clipper Lane as follows:

With the exception of Landy Lane, which is maintained by the County, all of the interior streets [in the planning area] are private. They are dead end roads with narrow, substandard traveled ways. These streets were developed a number of years ago before road and subdivision standards were established. A number of properties are reachable only by such private streets and easements...

Dorsey and Clipper Lanes and Butler Road are substandard streets which are inconvenient for the properties which they serve. However, the streets are private and dead ends and therefore are not problems for the public-at-large. While they could be made to function better (e.g., widening Dorsey and Clipper Lanes and making a loop connection between them), and their intersections with River Road improved, the cost and disruption to adjoining properties in doing so would not be justified. (1982 Sector Plan, 17-25.)

The Master Plan of Highways and Transitways (the “Highway Master Plan”) also generally does not provide specific classifications for the portions of the private roads adjacent to the Property’s frontages, but refers to the portion of Clipper Lane that runs for a distance of approximately 300 feet from River Road and ends approximately halfway along the Property’s boundary as a Town Center Street.

The Applicant’s civil engineers, MHG, P.A. (“MHG”) have studied the origins of both Dorsey Lane and Clipper Lane in detail in connection with the Preliminary Plan. MHG has concluded that neither road has been dedicated for public use, as described in the December 30, 2024, letter from MHG to the Montgomery County Department of Permitting Services (“MCDPS”) submitted with the Preliminary Plan application (the “Alley Letter”) (Exhibit A). However, both roads are described in various materials recorded in the Land Records of Montgomery County, Maryland (“Land Records”) as providing means of access for the abutting lots and parcels. Accordingly, both have functioned as private roads over the many decades of their existence, providing access to the existing buildings and their associated parking and loading areas while being maintained by the surrounding property owners rather than the County.

With respect to the Property itself, applicable title materials confirm that the Applicant holds certain nonexclusive easement rights that allow it to use Dorsey Lane and Clipper Lane. More specifically, numerous instruments have been recorded in the Land Records over time that not only convey interests in

the land that comprises the Property but also rights to use the adjacent roads in common with others. (See e.g., the Deed from Jacob Wilbert to David Turner dated May 25, 1916, and recorded in the Land Records at Book 259, Page 129, providing for the “use in common with others of said private right of way to the River Road.”) For illustrative purposes, the attached chain of title summary and Deed excerpt exhibit (Exhibit B) shows how these easement rights have been created, conveyed, and preserved in connection with transfers of fee interests in the Property.¹

The Preliminary Plan proposes to continue using the existing private roads for purposes of vehicular access in accordance with the Applicant’s easement rights, as described in Section II below. Each of the existing private roads have provided effective and functional access to the Property and to the surrounding properties for decades and will continue to do so after the replacement catering facility is constructed. However, as the 1982 Sector Plan observes, the existing roads were built “before road and subdivision standards” were established. (1982 Sector Plan, at 17.) Thus, the existing private roads have characteristics that differ in certain respects from those that the Subdivision Regulations, Article 3 of Chapter 49 of the Montgomery County Code (the “Road Design and Construction Code”) and other related provisions of the Montgomery County Code would prescribe for comparable public roads – in this case, public alleys – as explained in Section II below.

In addition, the Applicant’s fee interest in its Property is bounded by Dorsey Lane and Clipper Lane along each frontage, with only an easement interest in the adjacent, off-site private roads. The Applicant is unaware of any owner of record for the private roads who could authorize their inclusion in a preliminary plan of subdivision application or attest to the circumstances of their design and construction.

For these reasons, it is not possible for the Preliminary Plan to comply with certain technical standards and platting requirements for private roads set forth in Sections 50.4.3.E.4.c, 50.4.3.E.4.e, 50.4.3.E.6.b and 50.4.3.E.6.d.i of the Subdivision Regulations. These provisions generally require private roads to be built to current public road construction specifications for the comparable road type, with certifications of the same from a civil engineer (Sections 50.4.3.E.4.c and 50.4.3.E.4.e). They also require private roads to be platted as road parcels as part of a project’s common area and recorded with a restrictive covenant that specifically confirms that such private roads have been designed and constructed with applicable requirements (Sections 50.4.3.E.6.b and 50.4.3.E.6.d.i):

Section 4.3. Technical Review

In making the findings under Section 4.2.D, the Board must consider the following aspects of the application.

* * *

E. Roads

* * *

4. Additional standards for private roads

* * *

¹ The ownership history of the Property is complex, with a number of separate ownership interests and conveyances since an initial sale of 25 acres of land in 1877 (of which the Property was part). For purposes of administrative convenience, the attached exhibits describe the conveyance history of only one of the several property interests that comprise the subject Property, identified therein as “Parcel 2.”

- a. *Designating Private roads. In general, except when a private road is identified in a master plan, the creation of public roads is preferred; an applicant must justify the use of a private road based upon the criteria below and the specific compelling circumstances of the property being developed.*
- b. *Justification for a private road: A subdivider who proposes a private road must provide a list of proposed design elements that do not meet public road standards, including context-sensitive road design standards or a previously approved Design Exception, and justify why those design elements are necessary for the proposed development. The justification for a private road must not be based solely on the installation of non-standard amenities that could be addressed under a Maintenance and Liability Agreement with the County.*
- c. ***Standards. Private roads must be built to the construction specifications of the corresponding public road concerning paving detail and design data, including surface depth and structural design. The road must be designed in accordance with sound engineering principles for safe use, including: horizontal and vertical alignments for the intended target speed; adequate typical sections for vehicles, pedestrians, and bicyclists; compliance with the Americans with Disabilities Act; drainage and stormwater management facilities; intersection spacing and driveway locations; parking; lighting; landscaping or street trees; and utilities. The width and cross section of a private road must meet the right-of-way specified in a master plan or be equal to the corresponding public road standard unless modified by the Board. Private roads must conform to the horizontal alignment requirements of this Chapter. If a road is allowed to be a private road, the approval of the road will not require the Department of Transportation to approve a Design Exception for any aspect of the road's design.***

* * *

- e. ***Certification. Before the Board may approve a preliminary plan, the subdivider must have an engineer certify that each private road has been designed to meet the standards required by this Section; however, when a site plan is required under Chapter 59, Article 59-7.3.4, the certification may be provided anytime before the approval of the site plan. The subdivider must then certify to the Department of Permitting Services that all construction complies with the design before release of the surety for the road.***

* * *

- 6. *Platting roads. The area for roads, when shown on a record plat, must be shown on a record plat to the full width of the required right-of-way.*

* * *

- b. ***A private road must be platted as a road parcel, except as allowed by Subsection c, and remain open and unobstructed for use at all times as part of the project's common area.***

* * *

- d. *Restrictive covenant for private roads. All private roads must be recorded with a restrictive covenant approved by the Board that at a minimum ensures:*
 - i. *that the road is designed and constructed in a manner that satisfies the requirements of this Chapter, and all requirements made by the Montgomery County Fire Marshal for emergency access, egress, and apparatus;*
 - ii. *regular maintenance of the road by the property owner, with certification of regular inspections, and appropriate financial reserves required for short- and long-term maintenance and capital repairs;*
 - iii. *that the road remains open at all times, unless approved by the Department of Permitting Services and the Fire Marshal; and*
 - iv. *that the County and the Commission must be fully indemnified from all liability claims, demands, losses, or damages to person or property.*

In lieu of the above, the Applicant proposes the following for its continued use of the existing off-site private roads that serve the Property: (1) to identify the Applicant's interests in its easement rights to the existing private roads on the plat for the Property without including them in a road parcel, similar to approved and recorded plats for other properties in the immediate vicinity;² and (2) to execute and record a restrictive covenant for the maintenance of Dorsey Lane and Clipper Lane at the time of record plat that will address the requirements of Section 50.4.3.E.6.d, excepting the requirement in Section 50.4.3.E.6.d.i to affirm that the existing road has been designed and constructed in satisfaction of the Subdivision Regulations. (The restrictive covenant otherwise will affirm that current recommendations made by MCDPS Fire Department Access in connection with the Preliminary Plan will be addressed for the proposed subdivision.)

These measures are described more fully in Section III below.

II. Private Road Justification

Section 50.4.3.E.4.a of the Subdivision Regulations requires an applicant for any preliminary plan of subdivision that proposes to use private roads for vehicle access "to justify the use of a private road based upon [certain] criteria and the specific compelling circumstances of the property being developed."

In this case, both Dorsey Lane and Clipper Lane have functioned as private roads for many decades without having been dedicated to public use and the continued use of these existing private roads to serve the Property is justified. The surrounding property owners, rather than the County, maintain these private roads to ensure that they provide effective access to the surrounding existing buildings (including the existing catering facility on the Property) and their associated parking and loading areas. Because both private roads are dead ends, they do not support through traffic and serve only the limited purpose of providing access to the properties they serve. The current Master Plan does not make any different recommendations for the

² Section 4.3.C.c of the Subdivision Regulations requires every lot to abut on either a public or private road, and states that a private road must be shown on a record plat. The subject Preliminary Plan will "show" the off-site private road on the plat as required but cannot include the road in a separate road parcel, given the limits of the Applicant's ownership interests (as explained herein).

roads, nor does the Master Plan specify any particular roadway classifications for them. The prior 1982 Sector Plan also did not make any recommendations for the roads and, as noted above, observed that “while they could be made to function better . . . the cost and disruption to adjoining properties in doing so would not be justified.” (1982 Sector Plan, at 25.)

In connection with justifying the use of a private road, Section 50.4.3.E.4.b also requires a subdivider who “proposes a private road” to “prove a list of proposed design elements that do not meet public road standards . . . and justify why those design elements are necessary for the proposed development.” In this case, the Applicant proposes to use private roads that already serve the Property rather than to construct new private roads and, thus, the Preliminary Plan does not propose any road design elements. However, as described in the Alley Letter and the associated Montgomery County Department of Transportation (“MCDOT”) agency review letter dated March 17, 2025 (Exhibit D), the existing private roads correspond with public commercial alleys under Road Design and Construction Code.

The applicable design and construction specifications for public commercial alleys are specified in Section 49-32 of the Road Design and Construction Code and in Section 49.28.01 of Chapter 49 of the Code of Montgomery County Regulations (“COMCOR”), which incorporates by reference Montgomery County Commercial Alley Section MC-201.01 (Exhibit E). The Applicant’s consultants have evaluated these public road standards and determined that, when compared to the existing private roads (as the Subdivision Regulations require), the existing private roads would not meet the following design elements:

- Minimum right-of-way width of 20’ for an alley serving any non-residential zoning (Road Design and Construction Code, Section 49-32.c.10). The existing rights-of-way for both Dorsey Lane and Clipper Lane are approximately 15’ wide in their existing states, but each has physical improvements that generally allow at least 20’ clear passage for vehicles.
- Maximum target speed, to be determined on a case-by-case basis (Road Design and Construction Code, Section 49-32.h.15). Neither Dorsey Lane nor Clipper Lane have a posted speed limit and, given that both roads were constructed before current road and subdivision standards, there is no applicable prior determinations of maximum target speeds for either road.
- Paving, with a primary paving section to include 8” concrete approved subgrade or an alternate paving section to include an approved subgrade of 3” bituminous concrete surface course in 2-1 ½” layers over a 5” bituminous concrete base. (COMCOR 49.28.01 and Commercial Alley Section MC-201.01) The Applicant’s consultants have not conducted any subsurface investigations in the private roads, nor evaluated any core samples for the existing paving. for the existing roads. While the Applicant has no information about whether the existing private streets comply with the current technical paving sections for commercial alleys, the Applicant can attest that – as the operator of an existing commercial business with access on the private roads – the existing paving has demonstrated itself to be adequate to support commercial vehicle traffic. (The Applicant also proposes to execute and record a restrictive covenant for the maintenance of both Dorsey and Clipper Lane at the time of record plat that will ensure that the existing paving remains adequate into the future, as described in Section III-1 below.)

Importantly, the existing private roads function similarly to public roads with respect to accessibility. With respect to the Property, the roads are encumbered by nonexclusive easements that establish rights of access in common with others. As noted in Section III below, the Applicant proposes to prepare, execute, and record a restrictive covenant against the Applicant’s interest in its easement rights to the private road for maintenance to address MCDOT recommendations and ensure that the roads are maintained and that fire and rescue vehicles can be accommodated safely. The Applicant also proposes to execute, obtain and record

an easement on an off-site property at the terminus of Dorsey Lane to ensure that adequate permissions are in place to accommodate fire and rescue vehicle turnarounds, per MCDOT recommendations.

For all of these reasons, the Applicant respectfully requests that the Planning Board support the continued use of the existing private roads for the proposed Preliminary Plan application.

III. Subdivision Regulations Waiver – Basis for Approval

The Applicant also requests a Waiver from the above-stated requirements of Sections 50.4.3.E.4.c, 50.4.3.E.4.e, 50.4.3.E.6.b and 50.4.3.E.6.d.i of the Subdivision Regulations, which establish certain technical standards and platting requirements for private roads. The Zoning Ordinance authorizes the Planning Board to grant a Waiver from any requirement in Chapter 50, including the aforementioned Sections, after making certain required findings set forth in Section 9.3. The proposed Waiver satisfies each of the required findings as follows:

1. *[D]ue to practical difficulty or unusual circumstances of a plan, the application of a specific requirement of the Chapter is not needed to ensure the public health, safety, and general welfare;*

The Preliminary Plan does not propose to create any roads in connection with the proposed subdivision of the Property. Rather, it proposes to use the existing off-site private roads that abut the Property for purposes of vehicle access, pursuant to its easement rights. These existing private roads have adequately served the Property and the surrounding uses for many decades, and the Preliminary Plan seeks to maintain this status quo.

However, as explained above, Sections 50.4.3.E.4.c and 50.4.3.E.4.e of the Subdivision Regulations require private roads to be built to current public road construction specifications for the comparable road type, with certifications of the same provided by a civil engineer. In addition, Sections 50.4.3.E.6.b and 50.4.3.E.6.d.i require a subdivider to include private roads within the Preliminary Plan as part of the common area for the Project and to plat them as road parcels, with a restrictive covenant that, among other things, ensures that such roads have been designed and constructed in compliance with the Subdivision Regulations.

In this case, the Applicant is unable to satisfy the aforementioned requirements with the proposed Preliminary Plan. First, with respect to Sections 50.4.3.E.4.c and 50.4.3.E.4.e and as explained in Section II above, the existing private roads do not meet current public road standards for commercial alleys, specifically with respect to minimum widths, maximum target speeds, and paving details. While the Applicant has submitted its justification for the continued use of the existing private roads with this Statement, the Preliminary Plan does not propose any road improvements within the right-of-way and, thus, the Applicant's civil engineer will not be able to provide the otherwise required certifications (as would be possible if a new road were proposed and constructed with the Application).

Second, with respect to Sections 50.4.3.E.6.b and as explained in Section I-B above, the Applicant's fee simple interests in the Property terminate at the property lines abutting Dorsey Lane and Clipper Lane, and the Applicant is not aware of any owners of record for the land that comprises the private roads. Thus, the Applicant lacks the necessary legal rights or third party authorizations to process a plat for the private roads.

Third, regarding Section 50.4.3.E.6.d.i, to the extent that the Subdivision Regulations require any restrictive covenant that is recorded to ensure the maintenance of private roads to ensure that such roads have been designed and constructed in compliance with the Subdivision Regulations, the Applicant would not be able to comply. As noted above, the existing private roads do not meet certain technical requirements that would

apply to comparable public roads, including the current minimum width, maximum target speed, and paving detail standards for public alleys. In addition, the Applicant simply has no information about the circumstances surrounding the considerations involved with the design and construction of the off-site private roads, which were built many decades ago before the Subdivision Regulations were established, that would enable it to provide this attestation.

The longstanding use of the existing private roads pursuant to nonexclusive easements held in common with others in the immediate vicinity constitutes an unusual circumstance and, for the reasons stated above, presents practical difficulties for the Applicant's ability to process the Preliminary Plan for the Project. Should strict compliance with these provisions of the Subdivision Regulations be required, the Applicant will not be able to complete the subdivision process. However, the Applicant proposes the following alternative measures (the "Alternate Measures") to address the unique circumstances affecting the Property while ensuring that the objectives of the Subdivision Regulations are maintained:

1. Identify the Applicant's interests in its easement rights to the existing off-site private roads on the plat for the Property without including them in a road parcel, similar to approved and recorded plats for other properties in the immediate vicinity.

More specifically, the Applicant notes that other plats – such as Plat 12024 (1978) and Plat No. 6482 (1961) (copies attached as Exhibit C) – have been processed, approved and recorded for land in the vicinity of the Property on Dorsey Lane and Clipper Lane. These plats show the locations of the existing private roads as existing 15' rights-of-way. The Applicant proposes to similarly depict the locations of Dorsey and Clipper Lane on the record plat associated with the proposed Preliminary Plan, but with the Applicant's interests in its easement rights to the private roads labeled.

2. Prepare, execute and record a restrictive covenant for the maintenance of Dorsey Lane and Clipper Lane that will address the requirements of Section 50.4.3.E.6.d, excepting the requirement in Section 50.4.3.E.6.d.i to affirm that the existing road has been designed and constructed in satisfaction of the Subdivision Regulations.

The Applicant proposes to record this restrictive covenant for maintenance of the private roads, which will be applied to the private roads through the Applicant's easement interests, prior to recording the record plat associated with the proposed Preliminary Plan. As noted above, the restrictive covenant will affirm that current recommendations made by MCDPS Fire Department Access in connection with the Preliminary Plan will be addressed for the proposed subdivision. The Applicant also proposes to prepare, execute and record an access easement on off-site property that an affiliate of the Applicant owns near the terminus of Dorsey Lane per MCDPS's request, to ensure that adequate permissions are in place to accommodate fire and rescue vehicle turnarounds.

With these alternate measures in place, the Preliminary Plan will ensure that the public health, safety, and welfare are maintained in the vicinity of the Property, even without strict compliance with the Subdivision Regulations.

2. *[T]he intent of the requirement is still met;*

Sections 50.4.3.E.4.c, 50.4.3.E.4.e, 50.4.3.E.6.b and 50.4.3.E.6.d.i of the Subdivision Regulations generally are intended to ensure that the Planning Board has adequately considered the technical aspects related to the use, construction, design and platting of any private roads that will be used by a proposed subdivision prior to approving a Preliminary Plan, including the provision of measures to ensure maintenance and access. In this case, the intent of the Subdivision Regulations is still met with the proposed Waiver. The

unique circumstances and characteristics associated with the Property's use of the existing private roads have been presented for review with the proposed Preliminary Plan, with the necessary justifications. And, as noted above, the Applicant has proposed alternate measures of compliance to ensure that the outcomes of the Preliminary Plan process are comparable to those arising from a typical subdivision, even with approval of the Waiver.

3. *[T]he waiver is: (a) the minimum necessary to provide relief from the requirements; and (b) consistent with the purposes and objectives of the General Plan.*

The requested Waiver applies only to the specific requirements for platting under Sections 50.4.3.E.4.c, 50.4.3.E.4.e, 50.4.3.E.6.b and 50.4.3.E.6.d.i and, as noted, the Preliminary Plan proposes alternate measures of compliance to ensure that the intent of the Subdivision Regulations is still met to the extent practicable given the unique circumstances and characteristics affecting the Property. Because the Preliminary Plan will comply with all other requirements of the Subdivision Regulations for a development that uses private roads, the Waiver is the minimum necessary to provide relief.

The Waiver also facilitates the Preliminary Plan and future Project, which support the purposes and objectives of the Approved and Adopted Thrive Montgomery 2050 Plan (the "General Plan"). Primarily, the Preliminary Plan and the Project will support the General Plan's recommendations for retaining employers to maintain Montgomery County's economic competitiveness, and promoting environmental health and resilience through the provision of stormwater management facilities where none exist today.

III. Conclusion

The Applicant respectfully requests that the Planning Board allow the continued use of the private roads serving the property for access to the proposed subdivision and approve the Waiver for the reasons described herein. As required, the requested Waiver satisfies the applicable criteria of Section 9.3 of the Subdivision Regulations for Planning Board approval.

* * * *

We trust that this information is helpful in your review of the Preliminary Plan and the requested Waiver, and that you will not hesitate to contact us if you have any questions or require additional information.

Very truly yours,



Christopher M. Ruhlen, Esq.

cc: Ms. Stephanie Dickel
Mr. Adam Bossi
Ms. Susan Lacz
Mr. Trenard Hodge
Ms. Cheryl Hudson
Mr. Pat La Vay, P.E.
Mr. Kyle Hughes, P.E., MBA
Robert G. Brewer, Jr. Esq.

EXHIBIT A

MHG Letter to MCDPS



MHG

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
LAND PLANNING

Attachment E

9220 WIGHTMAN ROAD, SUITE 120
MONTGOMERY VILLAGE, MD 20886
301.670.0840
MHGPA.COM

December 30, 2024

Ms. Linda Kobylski
Division Chief – Land Development
Montgomery County Department of Permitting Services
2425 Reddie Drive, 7th Floor
Wheaton, MD 20910

RE: Friendship Parcel 210 (Ridgewells Catering)
Preliminary Plan 120250110
MHG Project No. 2024.169.11

Dear Ms. Kobylski,

This letter concerns a Preliminary Plan application for the property at 5525 Dorsey Lane in Bethesda, MD. The application proposes to create a single, new commercial lot from an existing unrecorded parcel. The resulting lot will facilitate the replacement of an existing Ridgewells catering facility that has been located on the property for decades, and has now become functionally obsolete.

The property has frontage on Dorsey Lane and Clipper Lane, approximately 300 feet northeast of River Road (MD-190). Vehicle access to the property is currently provided by both alleys. The Westbard Sector Plan does not include specific roadway classifications for either alley. The Master plan of Highways and Transitways refers to Clipper Lane as a Town Center street that runs for approximately 300 feet from River Road and ends approximately halfway along the property boundary with Clipper Lane. Our firm has reviewed the relevant record plats and title history documents and determined that no deed or plat reference exists reflecting the dedication of Dorsey Lane or Clipper Lane to public use. Both alleys are described in the Land Records of Montgomery County, Maryland as means of access for the abutting properties and, accordingly, each has operated as a private alley over time, providing access to the existing buildings and their associated parking areas while being maintained by the surrounding property owners.

It is the intention of the applicant to have the new record lot created by this Preliminary Plan continue to be served by these private alleys. The applicant will continue to maintain the portions that front their properties.

We appreciate your help and review of this application. If you have any questions or need additional information, please contact me at your convenience.

Sincerely,



MHG, P.A.

Wayne F. Aubertin, Professional Land Surveyor
Maryland Registration No. 21330
License Expires: 01-07-2027

EXHIBIT B

Chain of Title Summary and Deed Excerpts

Chain of Title for 5525 Dorsey (Parcel 2)

- 1.** To: Morcado Properties LLC
From: Jacquelyn Cook
Jill Morgan
Judith Semler Bypass Trust
Kathleen Davison Bypass Trust
Deborah Lee Beston Bypass Trust
Description: 17,764 Square Feet
Date: March 8, 2019
Book/Page: 57310/76
- 2.a.** To: Davidson Family Trust
From: Charles B. Davison Bypass Trust 1/4th Interest
Description: 17,764 Square Feet
Date: October 23, 2017
Book/Page: 55379/145

b. To: Judith Semler Bypass Trust
Kathleen Davison Bypass Trust
Deborah Lee Beston Bypass Trust
Charles B. Davison Bypass Trust
From: Kathleen Gayle Davison Trust
Description: 17,754 Square Feet
Date: June 13, 2011
Book/Page: 41741/246

c. To: Jacquelyn Crook
Jill Morgan
From: Estate of Shirley Hartley ½ Interest in property
Description: 4 parcels known as Parcel 1,2,3 and 6 Total 17,761 Square Feet
Date: May 5, 2002
Book/Page: 21190/174
- 3.a.** To: Kathleen Davison Trust
From: Kathleen Davison Trust & Charles B. Davison Trust
Description: Parcels 1,2,3 and 6 17,761 Square Feet
Date: November 7, 2003
Book/Page: 26091/247

b. To: Shirley Ann Hartly
From: Dorothy Lee Gill Estate

Description: 17,754 Square Feet Being Parcels 1,2,3 and 6 in Deed 4179/456
Date: February 16, 1990
Book/Page: 9312/807

4. To: Kathleen Davison
Shirley Ann Morgan
Dorothy Lee Gil
From: Ann C. Bowman State
Description: 17,761 Square Feet Parcels 1,2,3 and 6
Date: January 5, 1972
Book/Page: 4179/456

**Note at this point in the chain, the Parcels 1,2,3 and 6 have different chains. Since only one parcel that makes up 5525 Dorsey Lane needs to be followed, for ease of reference, below is the chain of title for Parcel 2 (6,095 Square Feet)*

- 5.a. To: Hartsell Bowman and Annie L. Bowman $\frac{1}{2}$ interest
Charles B. Davison and Kathleen Davison $\frac{1}{4}$ interest
Walter B. Bowman and Estelle Bowman $\frac{1}{4}$ interest
From: Della Turner (Widow) and Daughter Della Turner Ware and Robert Ware
Description: Meter/Bounds
Date: September 30, 1952
Book/Page: 1716/471

- 6.a. To: David Turner
From: Jacob Wilbert
Description: Meter/Bounds
Date: May 25, 1916
Book/Page: 259/129

***Expressly says "together with use of said private road in common with others.**

- b. To: David Turner
From: Garfield Nabor
Description: Meter/Bounds Parcel 2
Date: June 19, 1919
Book/Page: 280/430

***Expressly says "together with use of said private road in common with others.**

- 6b1. To: Garfield Nabor
From: Harrison Ricks
Description: Meter/Bounds Parcel 1 and 2
Date: January 4, 1918
Book/Page: 268/475

***Expressly says "together with use of said private road in common with others.**

6b2. To: Harrison Ricks
From: Jacob Wilbert
Description: Meter/Bounds
Date: September 18, 1913
Book/Page: 238/186
***Expressly says “together with use of said private road in common with others.**

7. To: Jacob Wilbert
From: John and Matilda Counselman
Description: Meter/Bounds 25 acres
Date: October 9, 1877
Book/Page: E.B.P. 17/128

Title Insurer: Fidelity National Title Insurance
Tax ID: See attached

UPON RECORDATION RETURN TO:

Lerch, Early & Brewer, Chtd.
7600 Wisconsin Avenue, Suite 700
Bethesda, Maryland 20814
Attn: Sheila Beza

SPECIAL WARRANTY DEED

THIS DEED is made this 8th day of March, 2019 by and between JACQUELYN A. CROOK; JILL M. LEPLY F/K/A JILL K. MORGAN; Judith Gayle D. Semler, Trustee of the JUDITH GAYLE D. SEMLER BYPASS TRUST; Kathleen Linda Davison, Trustee of the KATHLEEN LINDA DAVISON BYPASS TRUST; Deborah Lee D. Beston, Trustee of the DEBORAH LEE D. BESTON BYPASS TRUST; and Matthew S. Ballard, successor-in-interest to Debora Ann Davison, Trustee of the DAVISON FAMILY TRUST, jointly and severally (collectively, "Grantor"), and MORADO PROPERTIES LLC, a Maryland limited liability company ("Grantee").

WITNESSETH, that in consideration of the sum of Seven Million and 00/100 Dollars (\$7,000,000.00), in hand paid by or on behalf of Grantee, the receipt and sufficiency of which are acknowledged by Grantor, Grantor does hereby grant and convey in fee simple unto Grantee, its successors and assigns, all that piece of land situate, lying, and being in Montgomery County, Maryland, and being more particularly described on Exhibit "A" (the "Property").

TO HAVE AND TO HOLD the land and premises above described and hereby intended to be conveyed, and all rights, privileges, appurtenances, easements and advantages belonging and pertaining to the use and benefit of the Grantee, in fee simple, forever.

AND the Grantor covenants and warrants specially the property hereby conveyed and covenants to execute such further assurances as may be requisite.

IN WITNESS WHEREOF, Grantor has duly executed this Special Warranty Deed under seal as of the date set forth above.

[Signatures appear on the following page.]

110
69. 671-DB
69. 671-DLP
5000-
75
40
CA

WITNESS:

GRANTOR:

Print Name: Math DufflyJacquelyn A. Crook
JACQUELYN A. CROOK_____;
TO WIT:

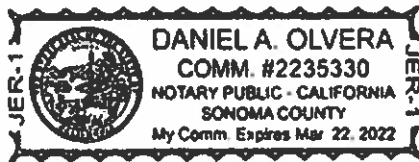
I HEREBY CERTIFY that on this 1st day of March, 2019, before me, JACQUELYN A. CROOK, personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

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

[Signature]
Notary Public

My commission expires: 3-22-2022

[NOTARIAL SEAL]



[Signature page to Special Warranty Deed]

WITNESS:

Catharine Northcut
Print Name: Catharine Northcut

GRANTOR:

Jill M. Lepley
JILL M. LEPLEY

_____) ;
TO WIT:

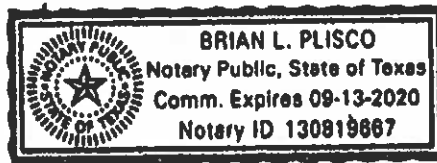
I HEREBY CERTIFY that on this 2nd day of March, 2019, before me, **JILL M. LEPLEY**, personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

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

Brian L. Plisco
Notary Public

My commission expires: 09/13/2020

[NOTARIAL SEAL]



[Signature page to Special Warranty Deed]

WITNESS:

GRANTOR:

JUDITH GAYLE D. SEMLER BYPASS TRUST

Heidi Lynn Davison
 Print Name: Heidi Lynn Davison

By: Judith Gayle D. Semler Trustee
 Judith Gayle D. Semler
 Trustee

STATE OF VA)

) SS:

COUNTY OF FAIRFAX)

I hereby certify that on this 1ST day of MARCH, 2019, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Judith Gayle D. Semler known to me (or satisfactorily proven) to be the Trustee of the JUDITH GAYLE D. SEMLER BYPASS TRUST and acknowledged that he/she, being authorized so to do, executed the same for purposes therein contained, in the aforementioned capacity.

In Witness Whereof, I hereunto set my hand and official seal

Christine Joyce Zinser
 Notary Public

My Commission Expires: 7-31-19

[Signature page to Special Warranty Deed]

WITNESS:

GRANTOR:

KATHLEEN LINDA DAVISON BYPASS TRUST

Judy Semler
 Print Name: Judy Semler

By: Kathleen Linda Davison
 Kathleen Linda Davison
 Trustee

STATE OF VA)

) SS:

COUNTY OF FAIRFAX)

I hereby certify that on this 1ST day of MARCH, 2019, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kathleen Linda Davison known to me (or satisfactorily proven) to be the Trustee of the **KATHLEEN LINDA DAVISON BYPASS TRUST** and acknowledged that he/she, being authorized so to do, executed the same for purposes therein contained, in the aforementioned capacity.

In Witness Whereof, I hereunto set my hand and official seal

Christine Joyce Zinser
 Notary Public

My Commission Expires: 7-31-19

[Signature page to Special Warranty Deed]

WITNESS:

GRANTOR:

DEBORAH LEE D. BESTON BYPASS TRUST

George E. Beston
 Print Name: GEORGE E. BESTON

By: Deborah Lee D. Beston
 Deborah Lee D. Beston
 Trustee

STATE OF Maryland)

) SS:

COUNTY OF Caroline)

I hereby certify that on this 1st day of March, 2019, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Deborah Lee D. Beston known to me (or satisfactorily proven) to be the Trustee of the DEBORAH LEE D. BESTON BYPASS TRUST and acknowledged that he/she, being authorized so to do, executed the same for purposes therein contained, in the aforementioned capacity.

In Witness Whereof, I hereunto set my hand and official seal

Barbara S. Nashold
 Notary Public

My Commission Expires: 3-23-20

BARBARA S. NASHOLD
 Notary Public, State of Maryland
 County of Caroline
 My Commission Expires March 23, 2020

[Signature page to Special Warranty Deed]

WITNESS:

GRANTOR:

Theresa E. Almaraz
 Print Name: Theresa E. Almaraz

DAVISON FAMILY TRUST

By:

Matthew S. Ballard
 Trustee

STATE OF Maryland)

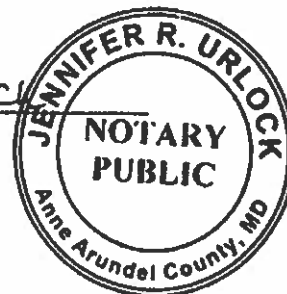
) SS:

COUNTY OF Anne Arundel)

I hereby certify that on this 5th day of March, 2019, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Matthew S. Ballard known to me (or satisfactorily proven) to be the Trustee of the **DAVISON FAMILY TRUST** and acknowledged that he/she, being authorized so to do, executed the same for purposes therein contained, in the aforementioned capacity.

In Witness Whereof, I hereunto set my hand and official seal

Jennifer R. Urlock
 Notary Public



My Commission Expires: _____ Jennifer R. Urlock
 Notary Public - Maryland
 Anne Arundel County
 My Commission Expires:
 June 29, 2022

[Signature page to Special Warranty Deed]

This is to certify that this instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



Print Name: Ann Marie McHenry, attorney

Exhibit A**Parcel One – 5525 Dorsey Lane:**

Parts of Tract of land called "Friendship" situate and lying in the County of Montgomery, State of Maryland, said land is also known and designated as Parcel P210 Tax Map HM23, Parcel Identification No. 07-0001-00418211, among the Tax Assessor's records and more particularly described as:

Beginning for the same at a point on the Southeasterly side of Dorsey Lane (Fifteen feet wide), the end of the third line of conveyance from Cassius Parker to H. O. Bowman for 2,448 SF of land, Being Parcel - 1 in said conveyance and recorded among the Land Records of Montgomery County, Maryland in L. 1935 F. 392, said point being also the Northmost corner of Parcel N, Friendship Plat, as shown on Plat Book 69 Plat 6482, recorded among aforesaid Land Records thence; continuing along said lane;

1. N55°44'00"E a total distance of 145.03 feet to a point, thence leaving said lane and partly running with a party wall;
2. S35°45'00"E a distance of 122.59 feet to a point, thence;
3. S55°44'00"W a distance of 144.91 feet to a point, thence partly running with the a face of a building;
4. N35°48'25"W a total distance of 122.59 feet to the point of beginning.

The property described herein contains 17,764 S.F. or 0.4078 acres. Being Parcel One in a Deed of Distribution dated the 13th day of June, 2011, and recorded in Liber 41741 Folio 246 among the aforementioned Land Records. And also being the same parcel of land identified as Parcels 1, 2, 3, and 6 per Deed recorded in Liber 21190 Folio 174.

Parcel Two – Dorsey Lane

Parcel Two in Liber 41741 Folio 246 (P2/N155) Dorsey Lane, Montgomery County - as measured Being part of Lot 9 in a Subdivision of Tract of Land called "Friendship", situate and lying in the County of Montgomery, State of Maryland, said land is also known and designated as Parcel N155 Tax Map HM23, Parcel Identification No. 07-0001-00418277, among the Tax Assessor's Records and more particularly described as: Beginning at a PK nail set on the Northwesterly side of Dorsey Lane (fifteen feet wide), said point marking the division line with Parcel 116, Tax Map HM23, land now or formerly of Alan J. Carry and Beverly C. Marshburn, et al. recorded in Liber 49645 Folio 47 among the Land Records of Montgomery County, State of Maryland, thence continuing along said lane;

1. S59°48'00"W a distance of 44.95 feet to a point, thence leaving said lane;
2. N34°16'00"W a distance of 106.03 feet to a point on the Southeasterly line of Parcel A, "Little Falls Office Park", as shown on Plat No. 22176, thence binding said line;

3. N55°44'00"E a distance of 44.84 feet to a point marking the division line of said Parcel 116, thence binding said division line and partly running along a face of a building;
4. S34°16'00"E a distance of 109.21 feet to the point of beginning.

The property described herein contains 4,827 S.F. or 0.1108 acres. Being Parcel Two in a Deed of Distribution dated the 13th day of June, 2011, and recorded in Liber 41741 Folio 246 among the aforementioned Land Records. And also being the same parcel of land identified as Parcel 4 per Deed recorded in Liber 21190 Folio 174.

Parcel Three – 5522 Dorsey Lane

Parcel Three (5522 Dorsey Lane) Lot numbered Seven (7) and part of Lot numbered Six (6) in a Subdivision known as "Friendship" being more fully described as follows: Beginning at a point on the Northerly line of an established 15 foot roadway distant 345.85 feet from the point of intersection of the Northerly line of roadway with an Easterly line of River Road and running thence along the said roadway and the front line part of Lots 6 and 7 North 55° 44' East 85 feet, thence at a right angle in a Northwesterly direction and running along the common boundary of Lots 7 and 8, 100 feet, thence at a right angle and running along the rear line of Lot 7 and part of Lot 6 South 55° 44' West 85 feet to a point, thence at right angles and crossing said Lot 6, 100 feet to the place of beginning.

Parcel Four – 5524 Dorsey Lane

Parcel Four (Parcel 8 in Liber 21190 Folio 174) - (P4/P8/N115/5524) 5524 Dorsey Lane Montgomery County - as measured: Being all of Lot 8 and part of Lot 9 in a Subdivision of Tract of land called "Friendship", situate and lying in the County of Montgomery, State of Maryland, said land is also known and designated as Parcel N115 Tax Map HM23, Parcel Identification No. 07-0001-00418233, among the Tax Assessor's Records and more particularly described as: Commencing at a PK nail set on the Northwesterly side of Dorsey Lane (fifteen feet wide), said point distant 430.85 feet from the point of intersection of the Northerly line of roadway with an Easterly line of River Road, thence binding said Roadway line along the front line of Lot 8 and part of Lot 9 N59°48'00"E a distance of 73.03 feet to the true point of beginning, thence binding said roadway reversely;

1. S59°48'00"W a distance of 73.03 feet to a point, thence leaving said lane and partly running with a party wall;
2. N34°16'00"W a distance of 100.00 feet to a point on the Southeasterly line of parcel A, "Little Falls Office Park", as shown on Plat No. 22176, thence binding said line;
3. N55°44'00"E a distance of 72.84 feet to a point, thence turning at right angle and crossing said Lot 9;
4. S34°16'00"E a distance of 105.18 feet to the point of beginning.

The property described herein contains 7,474 S.F. or 0.1716 acres. Being the same parcel of land identified as Parcel 8 per Deed recorded in Liber 21190 Folio 174. And also being Parcel Four which is erroneously described in a Deed of Distribution dated the 13th day of June, 2011, and recorded in Liber 41741 folio 246 among the aforementioned Land Records.

Parcel Five: - Dorsey Lane

Parcel Five in Liber 41741, Folio 246 - (P5/N156) Dorsey Lane, Montgomery County - as measured: Being part of Lot 9 in a Subdivision of Tract of land called "Friendship", situate and lying in the County of Montgomery, State of Maryland, said land is also known and designated as Parcel N156 Tax Map HM23, Parcel Identification No. 07-0001-00418222, among the Tax Assessor's Records and more particularly described as: Beginning at a PK nail set on the Northwestern side of Dorsey Lane (fifteen feet wide), said point marking the division line with Parcel N155 Tax Map HM23, thence binding said the line of said roadway:

1. S59°48'00"W a distance of 12.01 feet to a point marking the division line with parcel N115 Tax Map HM23, thence leaving said lane running with said division line;
2. N34°16'00"W a distance of 105.18 feet to a point on the Southeasterly line of Parcel A, "Little Falls Office Park", as shown on Plat No. 22176, thence binding said line;
3. N55°44'00"E a distance of 11.98 feet to a point marking the division line of said parcel N155, thence binding said division line;
4. S34°16'00"E a distance of 106.03 feet to the point of beginning. The property described herein contains 1,265 S.F. or 0.0290 acres.

Being Parcel Five in a Deed of Distribution dated the 13th day of June, 2011, and recorded in Liber 41741 Folio 246 among the aforementioned Land Records.

And also being the same parcel of land identified as Parcel 9 per Deed recorded in Liber 21190 Folio 174.

Parcel Six – 5516 Dorsey Lane:

Remainder of Parcel 6 in Liber 41741 Folio 246-(P6/Remainder/N167/5516) 5516 Dorsey Lane, Montgomery County - as measured: Being part of Lot 5 in a Subdivision of tract of land called "Friendship", situate and lying in the County of Montgomery, State of Maryland, said land is also known and designated as Parcel N167 Tax Map HM23, Parcel Identification No. 07-0001-00418200, among the Tax Assessor's records and more particularly described as:

Beginning at a PK nail set on the Northwestern side of Dorsey Lane (fifteen feet wide), said point distant N55°44'E 270.85 feet from the point of intersection of the Northerly line of roadway with

an Easterly line of River Road, thence leaving said roadway and running across said Parcel 5 partly with a party wall;

1. N34°16'00"W a distance of 100.00 feet to a point on the Southeasterly line of Parcel A, "Little Falls Office Park", as shown on Plat No. 22176, thence binding said line;
2. N55°44'00"E a distance of 30.00 feet to a point at the division line of Lots 5 and 6, thence turning at right angle and binding said division line and running partly with a party wall;
3. S34°16'00"E a distance of 100.00 feet to a point on said Westerly line of said Dorsey Lane, thence binding;
4. S55°44'00"W a distance of 30.00 feet to the point of beginning.

The property described herein contains 3,000 S.F. or 0.0689 acres.

Being the remainder of parcel six described in a deed of distribution dated the 13th day of June, 2011, and recorded in Liber 41741 Folio 246 among the aforementioned Land Records.

And also being part of the same parcel of land identified as Parcel 10 per Deed recorded in Liber 21190 Folio 174.

Being all the property conveyed to Jacquelyn A. Crook, Jill K. Morgan, Judith Gayle D. Semler, Trustee of the Judith Gayle D. Semler Bypass Trust, Kathleen Linda Davison, Trustee of the Kathleen Linda Davison Bypass Trust, Deborah Lee D. Beston, Trustee of the Deborah Lee D. Beston Bypass Trust and Debora Ann Davison, Trustee of the Davison Family Trust in the following deeds: (i) Deed of Distribution dated May 3, 2002 and recorded in Liber 21190 at Folio 174 among the Land Records of Montgomery County, Maryland; (ii) Deed of Distribution made June 13, 2011 and recorded in Liber 41741 Folio 246 among the Land Records of Montgomery County, Maryland; and (iii) Deed made October 23, 2017 and recorded in Liber 55379 at Folio 145 among the Land Records of Montgomery County, Maryland.

Tax Id Numbers:

Parcel One - 07-00418211

Parcel Two – 07-00418277

Parcel Three – 07-00418266

Parcel Four – 07-00418233

Parcel Five – 07-00418222

Parcel Six – 07-00418200

MARYLAND
FORM
WH-AR

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2019

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor JUDITH GAYLE D. SEMLER BYPASS TRUST

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).
5516, 5522, 5524, 5525 and 5526 Dorsey Lane, Bethesda, Maryland

3. Reasons for Exemption

Resident Status

☐

As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

**Date

Signature

3b. Entity Transferors

Harold Lynn Dammann
Witness/Attest

Judith Gayle D. Semler Bypass Trust

Name of Entity

Judith Gayle D. Semler
By

Judith Gayle D. Semler

Name

3/8/19
**Date

Trustee

Title

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

**MARYLAND
FORM
WH-AR**

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2019

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor KATHLEEN LINDA DAVISON BYPASS TRUST

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).
5516, 5522, 5524, 5525 and 5526 Dorsey Lane, Bethesda, Maryland

3. Reasons for Exemption

Resident Status ☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

**Date

Signature

3b. Entity Transferors

Witness/Attest

Kathleen Linda Davison Bypass Trust

Name of Entity

By

Kathleen Linda Davison

Name

3/8/19

**Date

Trustee

Title

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

**MARYLAND
FORM
WH-AR**

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2019

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor DEBORAH LEE D. BESTON BYPASS TRUST

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).
5516, 5522, 5524, 5525 and 5526 Dorsey Lane, Bethesda, Maryland

3. Reasons for Exemption

Resident Status ☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

**Date

Signature

3b. Entity Transferors

George E. Beston
Witness/Agent

Deborah Lee D. Beston Bypass Trust
Name of Entity

Deborah Lee D. Beston
By

Deborah Lee D. Beston

Name

3/8/19
**Date

Trustee

Title

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

**MARYLAND
FORM
WH-AR**

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2019

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor DAVISON FAMILY TRUST

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).
5516, 5522, 5524, 5525 and 5526 Dorsey Lane, Bethesda, Maryland

3. Reasons for Exemption

Resident Status ☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

**Date

Signature

3b. Entity Transferors

Michelle E. Almaraz
Witness/Attest

Daivson Family Trust

Name of Entity

Matthew S. Ballard

Matthew S. Ballard

3/8/19

Name

**Date

Trustee

Title

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.



State of Maryland Land Instrument Intake Sheet
Information provided is for the use of the Clerk's Office,
State Department of Assessments and Taxation, and County Finance Office Only.

Certified By: Chawla, Kavita

Kavita L. Chawla

Approved on: 3/8/2019 5:11:01 PM

1. Type(s) of Instruments	<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input checked="" type="checkbox"/> Other Assignment of Lease & Rents	
	<input checked="" type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input checked="" type="checkbox"/> Other UCC	
2. Conveyance Type	<input checked="" type="checkbox"/> Arms Length	<input type="checkbox"/> Not Arms Length	<input type="checkbox"/> Non(Improved Residential)	
	<input checked="" type="checkbox"/> Not a farm	<input type="checkbox"/> Farm within five years		
3. Tax Exemption (if Applicable) Cite or Explain Authority	Recordation			
	State Transfer			
	County Transfer			
4. Consideration and Tax Calculation	Consideration Amount:		Finance Office Use Only:	
	Purchase Price/Consideration	\$ 7,000,000.00	Transfer Tax Consideration	\$7,000,000.00
	Any New Mortgage	\$ 5,950,000.00	<input checked="" type="checkbox"/> (1)%	\$70,000.00
	Balance of Existing Mortgage	\$ 0.00	Less Exemption Amount)	
	Other 1	\$ 0.00	Total Transfer Tax	\$70,000.00
	Other 2	\$ 0.00	Recordation Tax Consideration	\$7,000,000.00
	Full Cash Value	\$	X(6.75) per \$500.00	\$92,200.00
			TOTAL DUE	\$162,200.00
5. Fees	Amount of Fees:			
		Doc. 1	Doc. 2	
	Recording Charge	\$ 75.00	\$ 75.00	Agent
	Surcharge	\$ 40.00	\$ 40.00	Chawla, Kavita
	State Recordation Tax	\$ 92,200.00	\$ 0.00	Tax Bill
	County Transfer Tax	\$ 70,000.00	\$ 0.00	by 16 pd full
	State Transfer Tax	\$ 0.00	\$ 0.00	C.B Credit
	Other 1	\$ 0.00	\$ 0.00	Ag. Tax/Other
6. Description of Property SDAT requires submission of all application information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i)	District	Property Tax ID No. (1)	Grantor Liber/Folio	
	07	00418211	26091/0247	
	Map	Parcel No.	Var. LOG	
		N210	1	
	Subdivision Name	Lot (3a)	Block (3b)	
	001-FRIENDSHIP	N210		
	Sec/AR (3c)	Plat Ref.	SqFt/Acreage(4)	
			17,761	
	Location/Address of Property being Conveyed(2)			
	5525 DORSEY LN, BETHESDA, MD 20816			
	Other Property Identifiers (if applicable)		Water Meter Account Number	
	00418277;00418286;00418233;00418222;00418200			
	Residential <input type="checkbox"/> Non-Residential <input checked="" type="checkbox"/>	Fee Simple <input type="checkbox"/> Ground Rent <input type="checkbox"/> None <input type="checkbox"/>	Amount \$ 0.00	
	Partial Conveyance ?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Partial Conveyance, List Improvements Conveyed:				
Discription/Amount of SqFt/Acreage Transferred:				
7. Transferred From	Doc.1 - Grantor(s) Name(s)		Doc.2 - Grantor(s) Name(s)	
	Jacquelyn A. Crook, Jill M. Lepley, Judith Gayle D. Semler Trustee, Kathleen Linda Davison, Trustee,			
	Doc.1 - Owner(s) of Record, if Different from Grantor(s)		Doc.2 - Owner(s) of Record, if Different from Grantor(s)	
8. Transferred To	Doc.1 - Grantee(s) Name(s)		Doc.2 - Grantee(s) Name(s)	
	Morado Properties LLC			
	New Owner's(Grantee/Grantor's(for Deed of Trust)) Mailing Address			
	5525 DORSEY LN, BETHESDA, MD 20816			
9. Other Names to be Indexed	Doc.1 - Additional Names to be Indexed (Optional)		Doc.2 - Additional Names to be Indexed (Optional)	
	Deborah Lee D. Beston, Trustee; Matthew S. Ballard, successor Trustee			
10. Contact/Mail Information	Instrument Submitted By or Contact Person			
	Name :	Sheila Beza		
	Firm :	Lerch, Early & Brewer, Chartered		
	Address :	7600 Wisconsin Ave Suite 700 Bethesda, MD - 20814		
	Telephone :	301-907-2809		
	Hold for Pick up <input type="checkbox"/> Return to Address Provided <input type="checkbox"/> Return to Contact Person <input checked="" type="checkbox"/>			
11. Assessment Information	IMPORTANT: both the Original Deed and a Photocopy must accompany each transfer			
	Will the property being conveyed be the grantee's/grantor's(for Deed of Trust) principal residence ?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Does transfer include personal property ?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If yes, identify:			
	Was property surveyed ? If yes, attach copy of survey(if recorded, no copy is required)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Remark:			
	Case Number or File Number: 87365.005			

LR - Deed (w Taxes)
Recording only ST 75.00
Name: MORADO PROPERTIES
LLC
Ref:
LR - Deed (with Taxes)
Surcharge 40.00
LR - Deed State
Transfer Tax 35,000.00
LR - NR Tax - 1kd
339,342.12
=====

SubTotal:	374,457.12
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=====

Total:	374,747.12
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VOIDED
VOIDED
03/13/2019 12:48
CC15-CA
#11784663 CC0602 -
Montgomery
County/CC06.02.06 -
Register 06



DOCUMENT VALIDATION PAGE
FOR CLERK'S USE ONLY
(EXCLUDED FROM PAGE COUNT FOR CERTIFIED COPY)

BARBARA H. MEIKLEJOHN
Clerk of the Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
Recording and Licensing
(240) 777-9470

AFTER RECORDING, RETURN TO:

Liff & Walsh, LLC
Attention: 100955-014
181 Harry S. Truman Parkway
Suite 200
Annapolis, MD 21401

Tax ID #: 07-00418211
07-00418277
07-00418266
07-00418233
07-00418222
07-00418200

NO TITLE SEARCH PERFORMED
NO CONSIDERATION
Exempt from Transfer/Recordation Tax pursuant to
MD Code Tax Property Article § 12-108(ee) and
MD Code Estates & Trusts Article § 14-114(b)(1)

MONTGOMERY COUNTY, MD
APPROVED BY KC

DEC 07 2017

\$ Exempt RECORDATION TAX PAID
\$ Exempt TRANSFER TAX PAID

DEED

THIS DEED, made this 23rd day of OCTOBER, 2017, by and between **KATHLEEN LINDA DAVISON, SUCCESSOR TRUSTEE OF THE CHARLES B. DAVISON, III BYPASS TRUST**, party of the first part, GRANTOR, and **DEBORA ANN DAVISON, TRUSTEE OF THE DAVISON FAMILY TRUST**, party of the second part, GRANTEE.

WHEREAS, by virtue of a certain Deed of Distribution dated June 13, 2011 and recorded among the Land Records of Montgomery County, Maryland in Liber 41741, folio 246, a one-fourth (1/4) interest in the property described herein was transferred to Charles B. Davison, III, Trustee of the Charles B. Davison, III Bypass Trust;

WHEREAS, Charles B. Davison, III departed this life on or about August 6, 2014 and Judith Gayle D. Semler was appointed the Successor Trustee of the Charles B. Davison, III Bypass Trust;

WHEREAS, the said Judith Gayle D. Semler resigned from her position as Successor Trustee of the Charles B. Davison, III Bypass Trust and Kathleen Linda Davison was subsequently appointed the Successor Trustee of the Charles B. Davison, III Bypass Trust;

WHEREAS, the Charles B. Davison, III Bypass Trust contained a power of appointment pursuant to Article VI, Section (f)(2)(c) of the Kathleen Gayle Davison Trust dated November 7, 2003;

WHEREAS, the said Charles B. Davison, III exercised the aforementioned power of appointment pursuant to Section 4.02 of his Last Will and Testament dated July 17, 2014, which provides that all assets subject to the power be distributed to the Trustee of the Davison Family Trust; and

WHEREAS, Kathleen Linda Davison as Successor Trustee of the Charles B. Davison, III Bypass Trust executes this Deed in accordance with the foregoing.

WITNESSETH, that for and in consideration of the sum of Zero Dollars And 00/100 (\$0.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said **DEBORA ANN DAVISON, TRUSTEE OF THE DAVISON FAMILY TRUST**, as sole owner, in fee simple, an undivided one-fourth (1/4) interest in all that lot of ground situate in Montgomery County, State of Maryland and described as follows, that is to say:

SEE EXHIBIT A

BEING a one-fourth (1/4) interest in the fee simple property which, by Deed of Distribution dated June 13, 2011, and recorded in the Land Records of Montgomery County, Maryland, in Liber 41741, folio 246, was granted and conveyed by Kathleen Linda Davison, Successor Trustee of the Kathleen Gayle Davison Trust dated November 7, 2003, unto Judith Gayle D. Semler, Trustee of the Judith Gayle D. Semler Bypass Trust, Kathleen Linda Davison, Trustee of the Kathleen Linda Davison Bypass Trust, Deborah Lee D. Beston, Trustee of the Deborah Lee D. Beston Bypass Trust, and Charles B. Davison, III, Trustee of the Charles B. Davison, III Bypass Trust. The said Charles B. Davison, III having since departed this life on or about August 6, 2014, and Kathleen Linda Davison was subsequently appointed Successor Trustee of the Charles B. Davison, III Bypass Trust.

TOGETHER with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

SUBJECT to all easements, covenants and restrictions of record.

TO HAVE AND TO HOLD an undivided one-fourth (1/4) interest in the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **DEBORA ANN DAVISON, TRUSTEE OF THE DAVISON FAMILY TRUST**, as sole owner, in fee simple.

[SIGNATURES BEGIN ON NEXT PAGE]

WITNESS the hand and seal of said Grantor, the day and year first above written.

Witness:

Susan F. Collins

Kathleen Linda Davison (SEAL)
KATHLEEN LINDA DAVISON,
 Successor Trustee of the
 Charles B. Davison, III Bypass Trust

STATE OF VIRGINIA, COUNTY OF FAIRFAX, to wit:

I HEREBY CERTIFY that on this 23rd day of OCTOBER, 2017, before me, the subscriber a Notary Public of the aforesaid State, personally appeared **KATHLEEN LINDA DAVISON**, who acknowledged herself to be the Successor Trustee of the Charles B. Davison, III Bypass Trust, and acknowledged that she being authorized to do so, executed the foregoing Deed for the purposes therein contained in the aforementioned capacity.

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



John E. Ritzert, Jr.
 NOTARY PUBLIC
 My Commission Expires: 4.30.2019
 REGISTRATION No.: 278727

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Thomas W. Simmons
 Thomas W. Simmons, Esquire

EXHIBIT A
Legal Description

PARCEL ONE IN LIBER 41741 FOLIO 246 – (P1/P210/5525)
5525 Dorsey Lane, Montgomery County – as measured

PARTS OF TRACT OF LAND CALLED "FRIENDSHIP" SITUATE AND LYING IN THE COUNTY OF MONTGOMERY, STATE OF MARYLAND, SAID LAND IS ALSO KNOWN AND DESIGNATED AS PARCEL P210 TAX MAP HM23, PARCEL IDENTIFICATION NO. 07-0001-00418211, AMONG THE TAX ASSESSOR'S RECORDS AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING FOR THE SAME AT A POINT ON THE SOUTHEASTERLY SIDE OF DORSEY LANE (FIFTEEN FEET WIDE), THE END OF THE THIRD LINE OF CONVEYANCE FROM CASSIUS PARKER TO H. O. BOWMAN FOR 2,448 SF OF LAND, BEING PARCEL -1 IN SAID CONVEYANCE AND RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND IN L.1935 F. 392, SAID POINT BEING ALSO THE NORTHMOST CORNER OF PARCEL N, FRIENDSHIP PLAT, AS SHOWN ON PLAT BOOK 69 PLAT 6482, RECORDED AMONG AFORESAID LAND RECORDS THENCE; CONTINUING ALONG SAID LANE;

1. N55°44'00"E A TOTAL DISTANCE OF 145.03 FEET TO A POINT, THENCE LEAVING SAID LANE AND PARTLY RUNNING WITH A PARTY WALL;
2. S35°45'00"E A DISTANCE OF 122.59 FEET TO A POINT, THENCE;
3. S55°44'00"W A DISTANCE OF 144.91 FEET TO A POINT, THENCE PARTLY RUNNING WITH THE A FACE OF A BUILDING;
4. N35°48'25"W A TOTAL DISTANCE OF 122.59 FEET TO THE POINT OF BEGINNING.

THE PROPERTY DESCRIBED HEREIN CONTAINS 17,764 S.F. OR 0.4078 ACRES.

BEING PARCEL ONE IN A DEED OF DISTRIBUTION DATED THE 13TH DAY OF JUNE, 2011, AND RECORDED IN LIBER 41741 FOLIO 246 AMONG THE AFOREMENTIONED LAND RECORDS.

AND ALSO BEING THE SAME PARCEL OF LAND IDENTIFIED AS PARCELS 1, 2, 3, AND 6 PER DEED RECORDED IN LIBER 21190 FOLIO 174.

PARCEL TWO IN LIBER 41741 FOLIO 246 (P2/N155)
Dorsey Lane, Montgomery County – as measured

BEING PART OF LOT 9 IN A SUBDIVISION OF TRACT OF LAND CALLED "FRIENDSHIP", SITUATE AND LYING IN THE COUNTY OF MONTGOMERY, STATE OF MARYLAND, SAID LAND IS ALSO KNOWN AND DESIGNATED AS PARCEL N155

TAX MAP HM23, PARCEL IDENTIFICATION NO. 07-0001-00418277, AMONG THE TAX ASSESSOR'S RECORDS AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A PK NAIL SET ON THE NORTHWESTERLY SIDE OF DORSEY LANE (FIFTEEN FEET WIDE), SAID POINT MARKING THE DIVISION LINE WITH PARCEL 116, TAX MAP HM23, LAND NOW OR FORMERLY OF ALAN J. CARRY AND BEVERLY C. MARSHBURN, ET AL. RECORDED IN LIBER 49645 FOLIO 47 AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, STATE OF MARYLAND, THENCE CONTINUING ALONG SAID LANE;

1. S59°48'00"W A DISTANCE OF 44.95 FEET TO A POINT, THENCE LEAVING SAID LANE;
2. N34°16'00"W A DISTANCE OF 106.03 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL A, "LITTLE FALLS OFFICE PARK", AS SHOWN ON PLAT NO. 22176, THENCE BINDING SAID LINE;
3. N55°44'00"E A DISTANCE OF 44.84 FEET TO A POINT MARKING THE DIVISION LINE OF SAID PARCEL 116, THENCE BINDING SAID DIVISION LINE AND PARTLY RUNNING ALONG A FACE OF A BUILDING;
4. S34°16'00"E A DISTANCE OF 109.21 FEET TO THE POINT OF BEGINNING.

THE PROPERTY DESCRIBED HEREIN CONTAINS 4,827 S.F. OR 0.1108 ACRES.

BEING PARCEL TWO IN A DEED OF DISTRIBUTION DATED THE 13TH DAY OF JUNE, 2011, AND RECORDED IN LIBER 41741 FOLIO 246 AMONG THE AFOREMENTIONED LAND RECORDS.

AND ALSO BEING THE SAME PARCEL OF LAND IDENTIFIED AS PARCEL 4 PER DEED RECORDED IN LIBER 21190 FOLIO 174.

PARCEL THREE (5522 DORSEY LANE)

LOT NUMBERED SEVEN (7) AND PART OF LOT NUMBERED SIX (6) IN A SUBDIVISION KNOWN AS "FRIENDSHIP" BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF AN ESTABLISHED 15 FOOT ROADWAY DISTANT 345.85 FEET FROM THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF ROADWAY WITH AN EASTERLY LINE OF RIVER ROAD AND RUNNING THENCE ALONG THE SAID ROADWAY AND THE FRONT LINE PART OF LOTS 6 AND 7 NORTH 55° 14' EAST 85 FEET, THENCE AT A RIGHT ANGLE IN A NORTHWESTERLY DIRECTION AND RUNNING ALONG THE COMMON BOUNDARY OF LOTS 7 AND 8, 100 FEET, THENCE AT A RIGHT ANGLE AND RUNNING ALONG THE REAR LINE OF LOT 7 AND PART OF LOT 6 SOUTH 55° 44' WEST 85 FEET TO A POINT, THENCE AT RIGHT ANGLES AND CROSSING SAID LOT 6, 100 FEET TO THE PLACE OF BEGINNING.

PARCEL FOUR (PARCEL 8 IN LIBER 21190 FOLIO 174) – (P4/P8/N115/5524)
5524 Dorsey Lane, Montgomery County – as measured:

BEING ALL OF LOT 8 AND PART OF LOT 9 IN A SUBDIVISION OF TRACT OF LAND CALLED "FRIENDSHIP", SITUATE AND LYING IN THE COUNTY OF MONTGOMERY, STATE OF MARYLAND, SAID LAND IS ALSO KNOWN AND DESIGNATED AS PARCEL N115 TAX MAP HM23, PARCEL IDENTIFICATION NO. 07-0001-00418233, AMONG THE TAX ASSESSOR'S RECORDS AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A PK NAIL SET ON THE NORTHWESTERLY SIDE OF DORSEY LANE (FIFTEEN FEET WIDE), SAID POINT DISTANT 430.85 FEET FROM THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF ROADWAY WITH AN EASTERLY LINE OF RIVER ROAD, THENCE BINDING SAID ROADWAY LINE ALONG THE FRONT LINE OF LOT 8 AND PART OF LOT 9 N59°48'00"E A DISTANCE OF 73.03 FEET TO THE TRUE POINT OF BEGINNING, THENCE BINDING SAID ROADWAY REVERSELY;

1. S59°48'00"W A DISTANCE OF 73.05 FEET TO A POINT, THENCE LEAVING SAID LANE AND PARTLY RUNNING WITH A PARTY WALL;
2. N34°16'00"W A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL A, "LITTLE FALLS OFFICE PARK", AS SHOWN ON PLAT NO. 22176, THENCE BINDING SAID LINE;
3. N55°44'00"E A DISTANCE OF 72.84 FEET TO A POINT, THENCE TURNING AT RIGHT ANGLE AND CROSSING SAID LOT 9;
4. S34°16'00"E A DISTANCE OF 105.18 FEET TO THE POINT OF BEGINNING.

THE PROPERTY DESCRIBED HEREIN CONTAINS 7,474 S.F. OR 0.1716 ACRES.

BEING THE SAME PARCEL OF LAND IDENTIFIED AS PARCEL 8 PER DEED RECORDED IN LIBER 21190 FOLIO 174.

AND ALSO BEING PARCEL FOUR WHICH IS ERRONEOUSLY DESCRIBED IN A DEED OF DISTRIBUTION DATED THE 13TH DAY OF JUNE, 2011, AND RECORDED IN LIBER 41741 FOLIO 246 AMONG THE AFOREMENTIONED LAND RECORDS.

PARCEL FIVE IN LIBER 41741, FOLIO 246 – (P5/N156)
Dorsey Lane, Montgomery County – as measured:

BEING PART OF LOT 9 IN A SUBDIVISION OF TRACT OF LAND CALLED "FRIENDSHIP", SITUATE AND LYING IN THE COUNTY OF MONTGOMERY, STATE OF MARYLAND, SAID LAND IS ALSO KNOWN AND DESIGNATED AS PARCEL N156 TAX MAP HM23, PARCEL IDENTIFICATION NO. 07-0001-00418222, AMONG THE TAX ASSESSOR'S RECORDS AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A PK NAIL SET ON THE NORTHWESTERLY SIDE OF DORSEY LANE (FIFTEEN FEET WIDE), SAID POINT MARKING THE DIVISION LINE WITH PARCEL N155 TAX MAP HM23, THENCE BINDING SAID THE LINE OF SAID ROADWAY:

1. \S59°48'00"W A DISTANCE OF 12.01 FEET TO A POINT MARKING THE DIVISION LINE WITH PARCEL N115 TAX MAP HM23, THENCE LEAVING SAID LANE RUNNING WITH SAID DIVISION LINE;
2. N34°16'00"W A DISTANCE OF 105.18 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL A, "LITTLE FALLS OFFICE PARK", AS SHOWN ON PLAT NO. 22176, THENCE BINDING SAID LINE;
3. N55°44'00"E A DISTANCE OF 11.98 FEET TO A POINT MARKING THE DIVISION LINE OF SAID PARCEL N155, THENCE BINDING SAID DIVISION LINE;
4. S34°16'00"E A DISTANCE OF 106.03 FEET TO THE POINT OF BEGINNING.

THE PROPERTY DESCRIBED HEREIN CONTAINS 1,265 S.F. OR 0.0290 ACRES.

BEING PARCEL FIVE IN A DEED OF DISTRIBUTION DATED THE 13TH DAY OF JUNE, 2011, AND RECORDED IN LIBER 41741 FOLIO 246 AMONG THE AFOREMENTIONED LAND RECORDS.

AND ALSO BEING THE SAME PARCEL OF LAND IDENTIFIED AS PARCEL 9 PER DEED RECORDED IN LIBER 21190 FOLIO 174.

REMAINDER OF PARCEL 6 IN LIBER 41741 FOLIO 246 – (P6/REMAINDER/N167/5516)
5516 Dorsey Lane, Montgomery County – as measured:

BEING PART OF LOT 5 IN A SUBDIVISION OF TRACT OF LAND CALLED "FRIENDSHIP", SITUATE AND LYING IN THE COUNTY OF MONTGOMERY, STATE OF MARYLAND, SAID LAND IS ALSO KNOWN AND DESIGNATED AS PARCEL N167 TAX MAP HM23, PARCEL IDENTIFICATION NO. 07-0001-00418200, AMONG THE TAX ASSESSOR'S RECORDS AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A PK NAIL SET ON THE NORTHWESTERLY SIDE OF DORSEY LANE (FIFTEEN FEET WIDE), SAID POINT DISTANT N55°44'E 270.85 FEET FROM THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF ROADWAY WITH AN EASTERLY LINE OF RIVER ROAD, THENCE LEAVING SAID ROADWAY AND RUNNING ACROSS SAID PARCEL 5 PARTLY WITH A PARTY WALL;

1. N34°16'00"W A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL A, "LITTLE FALLS OFFICE PARK", AS SHOWN ON PLAT NO. 22176, THENCE BINDING SAID LINE;
2. N55°44'00"E A DISTANCE OF 30.00 FEET TO A POINT AT THE DIVISION LINE OF LOTS 5 AND 6, THENCE TURNING AT RIGHT ANGLE AND BINDING SAID DIVISION LINE AND RUNNING PARTLY WITH A PARTY WALL;

3. S34°16'00"E A DISTANCE OF 100.00 FEET TO A POINT ON SAID WESTERLY LINE OF SAID DORSEY LANE, THENCE BINDING;
4. S55°44'00"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE PROPERTY DESCRIBED HEREIN CONTAINS 3,000 S.F. OR 0.0689 ACRES.

BEING THE REMAINDER OF PARCEL SIX DESCRIBED IN A DEED OF DISTRIBUTION DATED THE 13TH DAY OF JUNE, 2011, AND RECORDED IN LIBER 41741 FOLIO 246 AMONG THE AFOREMENTIONED LAND RECORDS.

AND ALSO BEING PART OF THE SAME PARCEL OF LAND IDENTIFIED AS PARCEL 10 PER DEED RECORDED IN LIBER 21190 FOLIO 174.

EACH OF THE AFOREMENTIONED PARCELS BEING SURVEYED BY MILLENNIUM ENGINEERING, LLC ON JANUARY 15, 2017 PURSUANT TO AN ALTA/NSPS SURVEY; PARCEL P210, PARCEL N155, PARCEL N157, PARCEL N115, PARCEL N156 AND PARCEL N167.

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: MONTGOMERY

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

Specimen Reserved for Circuit Court Recording Validation

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached.						
		<input checked="" type="checkbox"/> Deed Deed of Trust	<input type="checkbox"/> Mortgage Lease	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____			
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input checked="" type="checkbox"/> Not an Arms- Length Sale [9]			
3	Tax Exemptions (if applicable)	Recordation Tax-Property 12-108(ee) Transfer to or from Trust State Transfer Tax Property 13-207(a)(23) Transfer to or from Trust County Transfer						
Cite or Explain Authority								
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only				
		Purchase Price/Consideration	\$ 0.00	Transfer and Recordation Tax Consideration				
		Any New Mortgage	\$	Transfer Tax Consideration	\$			
		Balance of Existing Mortgage	\$	X () %	\$			
		Other:	\$	Less Exemption Amount	\$			
		Other:	\$	Total Transfer Tax	\$			
		Full Cash Value:	\$	Recordation Tax Consideration	\$			
			X () per \$500	\$				
			TOTAL DUE	\$				
5	Fees	Amount of Fees		Doc. 1	Doc. 2			
		Recording Charge	\$ 20.00	\$				
		Surcharge	\$ 40.00	\$				
		State Recordation Tax	\$	\$				
		State Transfer Tax	\$	\$				
		County Transfer Tax	\$	\$				
		Other	\$	\$				
		Other	\$	\$				
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		07	00418211	41741/246	HM23	P210	<input type="checkbox"/> (5)	
		Subdivision Name		Lot (Ja)	Block (Jb)	Sec/AR (Jc)	Plat Ref.	SqFt/Acreage (4)
		Friendship						
		Location/Address of Property Being Conveyed (2)						
		5525 Dorsey Lane, Bethesda, Maryland 20816						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		07-00418277, 07-00418266, 07-00418233, 07-00418222, 07-00418200						
		Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/>		Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/>		Amount:		
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred:				
	If Partial Conveyance, List Improvements Conveyed:							
7	Transferred From	Doc. 1 – Grantor(s) Name(s)			Doc. 2 – Grantor(s) Name(s)			
		Kathleen Linda Davison, Successor Trustee of the						
		Charles B. Davison, III Bypass Trust						
		Doc. 1 – Owner(s) of Record, if Different from Grantor(s)			Doc. 2 – Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 – Grantee(s) Name(s)			Doc. 2 – Grantee(s) Name(s)			
		Debora Ann Davison, Trustee of the Davison Family Trust						
		New Owner's (Grantee) Mailing Address						
		c/o Jacquelyn A. Crook, 2916 Magowan Drive, Santa Rosa, CA 95405-5110						
9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)			Doc. 2 – Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person	
		Name: Susan C. Hannon					<input type="checkbox"/> Hold for Pickup	
		Firm: Liff & Walsh, LLC					<input checked="" type="checkbox"/> Return Address Provided	
		Address: 181 Harry S. Truman Parkway, Suite 200 Annapolis, MD 21401 Phone: (410) 266-9500						

Information

Attachment E

☐ Yes ☒ No

Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

Terminal Verification		Agricultural Verification		Whole		Part		Tran. Process Verification	
Transfer Number		Date Received:		Deed Reference:		Assigned Property No.:			
Year	20	20		Geo.	Map	Sub	Block		
Land				Zoning	Grid	Plat	Lot		
Buildings				Use	Parcel	Section	Occ. Cd.		
Total				Town Cd.	Ex. St.	Ex. Cd.			

REMARKS:

Space Reserved for County Validation

Distribution:

- ☐ Clerk's Office
☐ Office of Finance

- ☐ SDAT
☐ Preparer

AOC-CC-300 (3/2007)

1111231-014

LR - Deed (No-Taxes)
Recording Fee 20.00
Name: DAVISON
Ref:
LR - Deed (No-Taxes)
Surcharge 40.00
=====

SubTotal:	60.00
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Total:	60.00
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12/13/2017 03:57
CC15-KN
#9552458 CC0602 -
Montgomery
County/CC06.02.06 -
Register 06



DOCUMENT VALIDATION PAGE
FOR CLERK'S USE ONLY
(EXCLUDED FROM PAGE COUNT FOR CERTIFIED COPY)

BARBARA H. MEIKLEJOHN
Clerk of the Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
Recording and Licensing
(240) 777-9470

Parcel Identification Numbers: See Attached List.

Title Insurer: None

DEED OF DISTRIBUTION
[No Consideration]

THIS DEED OF DISTRIBUTION (this "**Deed**") is made this 13th day of June, 2011, by and between **KATHLEEN LINDA DAVISON, SUCCESSOR TRUSTEE OF THE KATHLEEN GAYLE DAVISON TRUST**, for the benefit of Kathleen Gayle Davison, under Declaration dated November 7, 2003, as amended December 14, 2004 (the "**KGD Trust**"), having a mailing address of 9950 Hemlock Woods Lane, Burke, Virginia 22015 (the "**Grantor**"), and (i) **JUDITH GAYLE D. SEMLER, TRUSTEE**, or successor, of the Judith Gayle D. Semler Bypass Trust for the benefit of Judith Gayle D. Semler, created under the KGD Trust, (ii) **KATHLEEN LINDA DAVISON, TRUSTEE**, or successor, of the Kathleen Linda Davison Bypass Trust for the benefit of Kathleen Linda Davison, created under the KGD Trust (iii) **DEBORAH LEE D. BESTON, TRUSTEE**, or successor, of the Deborah Lee D. Beston Bypass Trust for the benefit of Deborah Lee D. Beston, created under the KGD Trust, and (iv) **CHARLES B. DAVISON, III, TRUSTEE**, or successor, of the Charles B. Davison, III Bypass Trust for the benefit of Charles B. Davison, III, created under the KGD Trust, all having a mailing address for the purposes of this Deed only in care of Kathleen Linda Davison, 9950 Hemlock Woods Lane, Burke, Virginia 22015 (collectively, the "**Grantees**"). **Tax Bills are to be mailed to:** in care of Jacquelyn A. Crook, 2148 Wedgewood Way, Santa Rosa, California 95404. **This Deed transfers an interest in real property under the terms of the Grantor's KGD Trust, and is exempt from county transfer tax pursuant to Section 52-24(b) of the Montgomery County Code.**

RECITALS:

R-1. **Kathleen Gayle Davison** died on or about May 18, 2009. She was preceded in death by her husband, **Charles B. Davison, Jr.**, who died on or about April 23, 2007.

R-2. Prior to her death, Kathleen Gayle Davison executed and delivered the KGD Trust. The KGD Trust provided in Article VI, Paragraph F that following the death of Kathleen Gayle Davison, the Property (as hereinafter defined) was to be distributed to bypass trusts created under the KGD Trust for the benefit of the Grantees named herein.

R-5. By this Deed, the Grantor intends to distribute to the Grantees all of the Grantor's right, title and interest in the Property, consisting of a tenancy in common interest with others, in accordance with the terms, conditions and provisions of the KGD Trust.

NOW THEREFORE, WITNESSETH, that in and for **NO CONSIDERATION**, the Grantor does grant and convey unto the Grantees, their successors and assigns, in fee simple, as tenants in common, all of the Grantor's right, title and interest in all of the real property located in the County of Montgomery, State of Maryland, all as more fully described on **Schedule A** attached hereto and incorporated herein by this reference;

FILED
LORETTA E. KNIGHT
CLERK'S OFFICE
JUN 13 2011

PLEASE RETURN TO:
Lerch, Early & Brewer Chartered
3 Bethesda Metro, Suite 460
Bethesda, MD 20814-5367
Attn: Judith A. Hill, Paralegal

1060170.1
84762.002

2011 JUN 15 PM 2:43

75
20
Rc

IMP FD SURE 20.00
RECORDING FEE 75.00
TOTAL 95.00
Recd MD07 Rcpt # 99815
LEV BC Rpt # 4526
Jun 13, 2011 02:40 PM

SUBJECT TO covenants and restrictions of record;

TOGETHER WITH all improvements thereon and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto;

AND BEING the same property conveyed to **Kathleen Gayle Davison, Trustee, and Charles B. Davison, Jr., Trustee**, by Quitclaim Deed, dated November 7, 2003, and recorded December 2, 2003, among the Land Records of Montgomery County, Maryland, in Liber 26091 at Folio 247;

TO HAVE AND TO HOLD the same unto and to the use of the Grantees, their personal representatives, heirs and assigns, in fee simple, forever;

AND, the property is free and clear of all liens, mortgages and deeds of trust. No Grantor or Grantee, as herein defined, is assuming liability for debt or being relieved of liability for debt in this transaction;

AND, the undersigned hereby certifies under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the Grantee is in the amount of \$-0-.

**[Signature Appears on Following Page;
Remainder of this Page Intentionally Blank]**

WITNESS my hand and seal the day and year first above written.

GRANTOR:

Witness:

Robert P. Kraynak
Robert P. Kraynak

Kathleen Linda Davison (SEAL)
Kathleen Linda Davison, Successor Trustee, of the
Kathleen Gayle Davison Trust, under Declaration
dated November 7, 2003, as amended December 14,
2004.

STATE OF VIRGINIA :
COUNTY OF FAIRFAX :

SS:

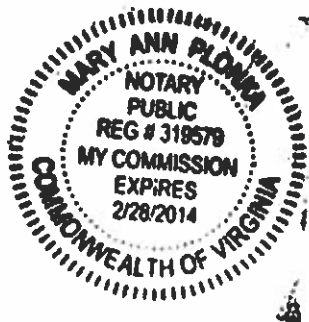
I HEREBY CERTIFY THAT on this 13 day of June, 2011, before the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Kathleen Linda Davison**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

(SEAL)

Mary Ann Plonka
Notary Public

MY COMMISSION EXPIRES:



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



Cindi E. Cohen, Attorney

AFTER RECORDATION, PLEASE RETURN TO:

Judith A. Hill, Paralegal
Lerch, Early & Brewer, Chartered
3 Bethesda Metro Center, Suite 460
Bethesda, Maryland 20814
301-986-1300
[File No. 84762.002/CEC]

PARCEL IDENTIFICATION NUMBERS:

All of the Property located in Bethesda, Maryland 20816

<u>Parcel Designation:</u>	<u>Tax Map Reference:</u>	<u>Address:</u>	<u>Parcel Identification No.:</u>
1	N210	5525 Dorsey Lane	07-0001-00418211
2	N155	Dorsey Lane	07-0001-00418277
3	N157	5522 Dorsey Lane	07-0001-00418266
4	N115	5524 Dorsey Lane	07-0001-00418233
5	N156	Dorsey Lane	07-0001-00418222
6	N167	5516 Dorsey Lane	07-0001-00418200

SCHEDULE A**LEGAL DESCRIPTION**

Parcel One N210, 5525 Dorsey Lane, Montgomery County,
Bethesda, Maryland 20816
Parcel Identification Number: 07-0001-00418211
Being formerly identified as Parcels 1, 2 3 and 6
per Deed recorded in Liber 21190 at Folio 175

Parts of tracts of land called "Friendship" and etc., Bethesda District, Montgomery County, Maryland, more fully described as:

Beginning for the same at a point on the Southerly side of Dorsey Land (Fifteen Feet Wide) the end of the 3rd line of a conveyance from Cassius Parker to H. O. Bowman for 2,448 sq. ft. of land, being Parcel-1 in said conveyance and recorded among the Land Records of Montgomery County, Maryland in Liber 1935 Folio 392, said point being also Northmost corner of Parcel-N Friendship as shown on plat and filed among the said Land Records in Plat Book 69, Plat 6482, thence along Dorsey Lane with the 3rd line of said conveyance reversed N. 53° 31' E. 40.00 feet to the end of the third line of 1,836 sq. ft. of land as conveyed by Cassius Parker to H. O. Bowman and recorded among said Land records in Liber 1755 Folio 372, thence still along Dorsey Lane with the 3rd line reversed N. 53° 31' E. 30.00 feet, thence with the 1st line of 4,561 sq. ft. of land conveyed by Cassius Parker to H. O. Bowman and recorded in Liber 2119 Folio 185, still along Dorsey Lane N. 53° 31' E. 75.03 feet to the end of the 3rd line of a conveyance to Bonbrest Distributing Company for 18,479 sq. ft. of land and recorded among said Land Records in Liber 2478 Folio 486, thence leaving Dorsey Lane with the third line thereof reversed and along the center of the party wall as described S. 37° 58' E. 122.51 feet to Clipper Lane, thence along said lane to include a part of the land conveyed to H. O. Bowman by Della Turner in Liber 1716 Folio 471, S. 53° 31' W. 144.89 feet to the end of the 1st line of 2,251 sq. ft. of land as conveyed to H. O. Bowman in Liber 2119 Folio 185, thence leaving Clipper Lane and with the 2nd line N. 38° 01' 25" W. 56.29 feet to the end of the 3rd line of 200 sq. ft. of land as conveyed to H. O. Bowman in Liber 1935 Folio 392, thence with 4th line N. 38° 01' 25" W. 5.00 feet to the end of the 4th line of the first mentioned 2,448 sq. ft. of land, thence with the 4th line thereof reversed N. 38° 01' 25" W. 61.25 feet to the place of beginning. Containing 17,754 square feet of land.

Parcel Two N155, Dorsey Lane, Montgomery County,
Bethesda, Maryland 20816
Parcel Identification Number: 07-0001-00418277
Being formerly identified as Parcel 4 per Deed
recorded in Liber 21190 at Folio 175

Part of Lot 9, "Friendship" in Bethesda District, Montgomery County, Maryland, being more particularly described follows: Beginning for the same at an iron pipe on the Northerly side of Dorsey Lane (Fifteen Feet Wide) the end of 85.00 feet on the first line of a conveyance to James R. Dorsey and recorded among the Land Records of Montgomery County, Maryland, in Liber 318 Folio 488, thence along said lane to include all of the remaining part of Lot 9 North 59° 48' East 45.00 feet, thence leaving said lane with the second line North 34° 16' West 109.27 feet, thence with part of the third line South 55° 44' West 44.84 feet to an iron pipe, thence South 34° 16' East 106.03 feet to the place of beginning. Containing 4,827 square feet of land.

Parcel Three N157, 5522 Dorsey Lane, Montgomery County,
Bethesda, Maryland 20816
Parcel Identification Number: 07-0001-00418266
Being formerly identified as Parcel 5 per Deed
recorded in Liber 21190 at Folio 175

Lot numbered Seven (7) and part of Lot numbered Six (6) in a subdivision known as "Friendship" being more fully described as follows: Beginning at a point on the Northerly line of an established 15 foot roadway distant 345.85 feet from the point of intersection of the Northerly line of roadway with an Easterly line of River Road and running thence along the said roadway and the front line part of Lots 6 and 7 North 55° 44' East 85 feet, thence at a right angle in a Northwesterly direction and running along the common boundary of Lots 7 and 8, 100 feet, thence at a right angle and running along the rear line of Lot 7 and part of Lot 6 South 55° 44' West 85 feet to a point, thence at right angles and crossing said Lot 6, 100 feet to the place of beginning.

Parcel Four N115, 5524 Dorsey Lane, Montgomery County,
Bethesda, Maryland 20816
Parcel Identification Number: 07-0001-00418233
Being formerly identified as Parcel 8 per Deed
recorded in Liber 21190 at Folio 175

All of Lot Eight (8) in a subdivision of a tract called "Friendship" in Montgomery County, Maryland, and described as follows:

Beginning for the same at a point on the Northerly line of an established roadway fifteen (15) wide and distant 430.85 feet from the point of intersection of the Northerly line of said roadway

with the Easterly line of the River Road said intersection being distant 250.52 feet from the point of intersection of the Easterly boundary line of the Metropolitan Southern Railroad measured along River Road and running thence along said fifteen (15) foot roadway North 59° 48' East 65 feet, thence along the Southwesterly line of Lot number Nine (9) 102 feet, more or less, to a point being the Northmost corner of Lot 8, thence at a right angle South 55° 46' West 64.84 feet to the Northeast corner of Lot number Seven (7) thence at a right angle and along the Northeast side of Lot number Seven (7) 100 feet to the place of beginning.

Parcel Five N156, Dorsey Lane, Montgomery County,
Bethesda, Maryland 20816
Parcel Identification Number: 07-0001-00418222
Being formerly identified as Parcel 9 per Deed
recorded in Liber 21190 at Folio 175

Part of Lot Nine (9) in the subdivision of a tract of land called "Friendship", and more particularly described as follows:

Beginning at the end of the first [line] of a Deed from James R. Dorsey and Sarah Louise Dorsey, his wife, to Hartsell O. Bowman and Annie L. Bowman, his wife, for part of said Lot 9, dated April 14, 1947 and recorded on April 17, 1947 [Liber 1072 Folio 183], thence continuing along the North side of an established roadway 15 feet wide, North 59° 48' East 12 feet, thence crossing said Lot 9 and parallel to the second line of the aforesaid conveyance a distance of 106 feet, more or less, to the rear line of said Lot 9, thence along the rear line of said Lot 9, South 55° West 12 feet to the end of the second line of the aforesaid conveyance, thence with the said second line reversed a distance of 105 feet, more or less, to the beginning of said second line, said point being also the beginning. Containing 1,266 square feet of land, more or less.

Parcel Six N167, 5516 Dorsey Lane, Montgomery County,
Bethesda, Maryland 20816
Parcel Identification Number: 07-0001-00418200
Being formerly identified as Parcel 10 per Deed
recorded in Liber 21190 at Folio 175

All of Lots numbered Four (4) and Five (5) in a subdivision and plat of part of a tract of land title "friendship", as surveyed by Maddox and Starkey, Surveyors of Rockville, Maryland, in October 1921, and being part of the lands formerly owned by Jacob Wilbert, and being more particularly described by metes and bounds, courses and distances, as follows:

Beginning for the same on the Northerly line of fifteen (15) foot right of way as shown upon said survey at a point North 55° 44' East 170.85 feet distant from the intersection of the said Northerly line of said right of way with the Easterly line of the River Road, running thence in Northwesterly direction along the division line between Lots Three (3) and Four (4) as shown on

said survey, same being the land owned by Chaney Bowen, a distance of 100 feet, thence North 55° 44' East, along the Northerly line of the entire plan of lots a distance of 130 feet in a Southeasterly direction along the division line of Lots Five (5) and Six (6) as shown upon said survey a distance of 100 feet, to the Northerly line of the right of way aforesaid, thence along said Northerly line of said right of way South 55° 44' West 130 feet to the place of beginning.

Save and Except therefrom the following described land:

Lots Four (4) and part of Five (5) in a subdivision and plat of part of a tract of land called "Friendship", as surveyed by Maddox and Starkey, Surveyors of Rockville, Maryland, in October 1921, and being part of the lands formerly owned by Jacob Wilbert and being more particularly

Described for metes and bounds, courses and distances, as follows:

Beginning for the same at a point on the Northerly line of a fifteen (15) foot right of way as shows upon survey at a point North 55° 44' East 170.85 feet distance from the intersection of the said Northerly line of said right of way with the Easterly line of the River Road, running thence in a Northwesterly direction along the division line between Lots Three (3) and Four (4) as shown on said survey, same being the land owned by Chaney Bowen, a distance 100 feet, thence North 55° 44' East along the Northerly line of Lot Four (4) and part of Lot Five (5) a distance of 100 feet, thence in a Southeasterly direction across Lot 5, to the 1st line of this conveyance, a distance of 100 feet to the Northerly line of the right of way aforesaid, thence along said Northerly line of said right of way South 55° 44' West 100 feet to the place of beginning.



**Certification of Exemption from Withholding Upon Disposition of
Maryland Real Estate Affidavit of Residence or Principal Residence**

Based on the certification below, the Transferor claims exemption from the tax withholding requirements of §10-912 of Maryland's Tax General Article. Section 10-912 states that certain tax payments must be withheld when a deed or other instrument that affects a change in ownership of real property is recorded. The requirements of § 10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information	
Name of Transferor KATHLEEN LINDA DAVISON, SUCCESSOR TRUSTEE OF THE KATHLEEN GAYLE DAVISON TRUST, for the benefit of Kathleen Gayle Davison, under Declaration dated November 7, 2003, as amended December 14, 2004.	

2. Reason for Exemption	
Resident Status	<input type="checkbox"/> I, Transferor, am a resident of the State of Maryland. <input checked="" type="checkbox"/> Transferor is a resident entity under § 10-912(A)(4) of Maryland's Tax General Article, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
Principal Residence	<input type="checkbox"/> Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC § 121.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors	
 Witness Robert P. Kraynak	Kathleen Linda Davison, Successor Trustee of the Kathleen Gayle Davison Trust Name  Signature
3b. Entity Transferors	
Witness/Attest	Name of Entity By: Name Title



41741

256

Attachment Certified By: Saetang, Khamehanh

State of Maryland Land Instrument Intake Sheet
Information provided is for the use of the Clerk's Office,
State Department of Assessments and Taxation, and County Finance Office Only.

Approved on: 6/15/2011
11:38:32 AM

1. Type(s) of Instruments	<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other			
	<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input type="checkbox"/> Other			
2. Conveyance Type	<input type="checkbox"/> Arms Length	<input checked="" type="checkbox"/> Not Arms Length	Multiple Accounts			
	<input checked="" type="checkbox"/> Not a farm	<input type="checkbox"/> Farm within five years				
3. Tax Exemption (If Applicable) Cite or Explain Authority	Recordation	Distribution under Trust.				
	State Transfer	Distribution under Trust.				
	County Transfer	Distribution under Trust.				
4. Consideration and Tax Calculation	Consideration Amount:		Finance Office Use Only:			
	Purchase Price/Consideration	\$ 0.00	Transfer Tax Consideration	\$0.00		
	Any New Mortgage	\$ 0.00	X(0)%	\$0.00		
	Balance of Existing Mortgage	\$ 0.00	Less Exemption Amount)			
	Other 1	\$ 0.00	Total Transfer Tax	\$0.00		
	Other 2	\$ 0.00	Recordation Tax Consideration	\$0.00		
	Full Cash Value	\$	X(0), per \$500.00	\$0.00		
	TOTAL DUE			\$0.00		
5. Fees CLERK'S NOTATION Document submitted for record in a condition not permitting satisfactory photographic reproduction.	Amount of Fees:		Doc.1	Doc.2		
	Recording Charge	\$ 20.00	\$ 0.00		Agent	
	Surcharge	\$ 20.00	\$ 0.00		Saetang, Khamehanh	
	State Recordation Tax	\$ 0.00	\$ 0.00		Tax Bill	
	County Transfer Tax	\$ 0.00	\$ 0.00		2010 paid in full	
	State Transfer Tax	\$ 0.00	\$ 0.00		C.B Credit	
	Other 1	\$ 0.00	\$ 0.00		Ag. Tax/Other	
	Other 2	\$ 0.00	\$ 0.00			
6. Description of Property SDAT requires submission of all application information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i)	District	07	Property Tax ID No.(1)	00418200	Grantor Liber/Folio	2809170247
	Map		Parcel No.		Var. LOG	
	Subdivision Name	Lot (3a)		Block (3b)		
	001 JACOB WILBERT EST	p5				
	Sec/AR (3c)	Plat Ref.		SqFt/Acreage(4)		
				3,000		
	Location/Address of Property being Conveyed(2)					
	5516 DORSEY LA, BETHESDA, MD 20816					
	Other Property Identifiers (if applicable)					
	Water Meter Account Number					
	Residential <input type="checkbox"/> Non-Residential <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Ground Rent <input type="checkbox"/> None <input type="checkbox"/> Amount \$ 0.00					
	Partial Conveyance ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
If Partial Conveyance, List Improvements Conveyed:						
Description/Amount of SqFt/Acreage Transferred:						
7. Transferred From	Doc.1 - Grantor(s) Name(s)		Doc.2 - Grantor(s) Name(s)			
	DAVISON, KATHLEEN G ET AL TR					
	Doc.1 - Owner(s) of Record, if Different from Grantor(s)		Doc.2 - Owner(s) of Record, if Different from Grantor(s)			
8. Transferred To	Doc.1 - Grantee(s) Name(s)		Doc.2 - Grantee(s) Name(s)			
	Judith Gayle D. Semler, Trustee, et al					
	New Owner's(Grantee/Grantor's(for Deed of Trust)) Mailing Address					
9. Other Names to be Indexed	Doc.1 - Additional Names to be Indexed (Optional)		Doc.2 - Additional Names to be Indexed (Optional)			
10. Contact/Mail Information	Instrument Submitted By or Contact Person					
	Name :	Judith Hill				
	Firm :	Lerch, Early & Brewer, Chartered				
	Address :	3 Bethesda Metro Center Suite 460 Bethesda, MD - 20814				
	Telephone :	301-557-0158				
Hold for Pick up <input type="checkbox"/> Return to Address Provided <input type="checkbox"/> Return to Contact Person <input checked="" type="checkbox"/>						
11. Assessment Information	IMPORTANT: both the Original Deed and a Photocopy must accompany each transfer					
	Will the property being conveyed be the grantee's/grantor's(for Deed of Trust) principal residence ?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Does transfer include personal property ?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If yes, identify:					
	Was property surveyed ? If yes, attach copy of survey(if recorded, no copy is required)				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Remark: 16 of 16: This No Consideration Deed transfers an interest in real property under the terms of a revocable trust in which the Grantee is a primary beneficiary. The No Mortgage Affidavit is contained within the Deed.						
Case Number or File Number: 84782.002						

NO TITLE EXAMINATION

NO TITLE INSURER

21190

174 Attachment E

1 of 1
MONTGOMERY
COUNTY
LAND

DEED OF DISTRIBUTION

THIS DEED OF DISTRIBUTION is made this 3rd day of May, 2002, by and between JACQUELYN A. CROOK, Personal Representative of the Estate of SHIRLEY A. HARTLEY, late of Montgomery County, deceased ("Hartley"), party of the first part; and JACQUELYN A. CROOK and JILL K. MORGAN, parties of the second part.

This deed transfers interest in real property under the terms of the grantor's Last Will and Testament and is exempt from county transfer and recordation taxes pursuant to Section 52-24(b) of the Montgomery County Code.

WHEREAS, Hartley departed this life on February 17, 2001, seized and possessed of the hereinafter described real estate and leaving a Last Will and Testament dated February 17, 2000; and

WHEREAS, by Item IV of the aforesaid Last Will and Testament, the Testatrix, Hartley, did give, devise and bequeath the hereinafter described real estate unto her daughters, Jacquelyn A. Crook and Jill K. Morgan;

WHEREAS, by Item VI of the aforesaid Last Will and Testament, the Testatrix, Hartley, did nominate and appoint Jacquelyn A. Crook to be Personal Representative of the Estate of Hartley; and

WHEREAS, the Register of Wills of Montgomery County, Maryland qualified and appointed said Jacquelyn A. Crook as the Personal Representative of the Estate of Hartley (Estate Number W-33891) on March 2, 2001, and said Jacquelyn A. Crook is currently serving in that capacity.

NOW THEREFORE, THIS DEED OF DISTRIBUTION WITNESSETH, that for and in consideration of the premises herein set forth, BUT FOR NO CONSIDERATION OF ANY MONETARY VALUE, and in compliance with the requirement of Section 9-105, Estates and Trusts Article of the Annotated Code of Maryland, Jacquelyn A. Crook, Personal Representative of the Estate of Hartley, does hereby assign, transfer, release, bargain, sell, grant and convey all of the right, title, interest and estate of Hartley in the hereinafter described real estate unto the said Jacquelyn A. Crook and Jill K. Morgan, their heirs and assigns as tenants in common, in fee simple, the said real estate being described as follows, to wit:

5525 Dorsey Lane (Parcel 1):

A one-half (1/2) interest in and to 2,648 square feet, being part of "FRIENDSHIP" and acquired by Hartley by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 457 and by a Deed of Distribution recorded among the Land Records of

MONTGOMERY COUNTY, MD

APPROVED BY ma

MAY 31 2002

EXEMPT
RECORDATION TAX PAID
EXEMPT
TRANSFER TAX PAID

AFTER RECORDING, PLEASE SEND TO
Commercial Settlements, Inc.
1015 15th Street, NW
Suite 300
Washington, DC 20005

5.00
RECORDING FEE 20.00
TOTAL 25.00
Res# M088 Rcpt # 26468
MOR YHM Blk # 132
May 31, 2002 02:21 PM

Montgomery County, Maryland at Liber 9312 at folio 807. Being part of the property currently assessed as Tax Map HM23, Parcel N210 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418211.

5525 Dorsey Lane (Parcel 2):

A one-half (1/2) interest in and to 6,095 square feet, being part of "FRIENDSHIP" and acquired by Hartley by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 457 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being part of the property currently assessed as Tax Map HM23, Parcel N210 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418211.

5525 Dorsey Lane (Parcel 3):

A one-half (1/2) interest in and to 1,836 square feet, being part of "FRIENDSHIP" and acquired by Hartley by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 457 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being part of the property currently assessed as Tax Map HM23, Parcel N210 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418211.

5525 Dorsey Lane (Parcel 6):

A two-thirds (2/3) interest in and to 7,182 square feet, being part of "FRIENDSHIP" and acquired by Hartley by a Deed recorded among the Land Record of Montgomery County, Maryland at Liber 4179, folio 457 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being part of the property currently assessed as Tax Map HM23, Parcel N210 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418211.

The above-described property being described as "Parcel 1", "Parcel 2", "Parcel 3" and "Parcel 6", respectively, in a Deed from Kathleen Gayle Davison (as Executrix of the estate of Annie L. Bowman, late of Montgomery County, deceased) recorded among the Land Records of Montgomery County at Liber 4179 folio 456 and as "property 1" in a Deed from Hartley (as Personal Representative of the Estate of Dorothy Lee Gill, late of Montgomery County, deceased) recorded among the Land Records of Montgomery County at Liber 9312 folio 807;

and a two-thirds (2/3) undivided interest in the following:

5526 Dorsey Lane (Parcel 4):

All that land comprising 4,827 square feet and being referred to as part of Lot 9 in "FRIENDSHIP" and acquired by Hartley by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 457 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being that land currently assessed as Tax Map HM23, Parcel N155 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418277.

5522 Dorsey Lane (Parcel 5):

All that land comprising 8,500 square feet, being referred to as Part Lot 6 and Lot 7 in "FRIENDSHIP," and acquired by Hartley by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 457 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being that land currently assessed as Tax Map HM23, Parcel N157 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418266.

5524 Dorsey Land (Parcel 8):

All that land comprising 7,470 square feet, referred to as Lot 8 and part of Lot 9 in "FRIENDSHIP," and acquired by Hartley by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 457 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being that land currently assessed as Tax Map HM23, Parcel N115 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418233.

5526 Dorsey Lane (Parcel 9):

All that land comprising 1,266 square feet, referred to as part of Lot 9 in "FRIENDSHIP," and acquired by Hartley by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 457 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being that land currently assessed as Tax Map HM23, Parcel N156 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418222.

5516 Dorsey Lane (Parcel 10):

All that land comprising 3,000 square feet, referred to as part of Lot 5 in "JACOB WILBERT ESTATE" and acquired by Hartley by a Deed recorded among the Land Record of Montgomery County, Maryland at Liber 4179, folio 457 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being that land currently assessed as Tax Map HM23, Parcel N167 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418200.

The above-described property being described as "Parcel 4", "Parcel 5", "Parcel 7", "Parcel 8", "Parcel 9", and "Parcel 10", respectively, in a Deed from Kathleen Gayle Davison (as Executrix of the estate of Annie L. Bowman, late of Montgomery County, deceased) recorded among the Land Records of Montgomery County at Liber 4179 folio 456 and as "property 2," "property 3," "property 5," "property 6," and "property 7", respectively, in a Deed from Hartley (as Personal Representative of the Estate of Dorothy Lee Gill, late of Montgomery County, deceased) recorded among the Land Records of Montgomery County at Liber 9312 folio 807;

TOGETHER WITH the buildings and improvements thereupon, erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining;

SUBJECT, HOWEVER, to the existing easements, rights of way and agreements for roadways, electric transmission lines and telephone lines and the service and maintenance thereof.

TO HAVE AND TO HOLD the said tracts, or parcels of land and premises, above mentioned and described and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining to and unto the proper use and benefit of the said party of the second part, their heirs and assigns, as tenants in common, in fee simple, forever.


AND the said Personal Representative of the Estate of Hartley does hereby covenant that she will execute such further assurances of said land as may be requisite.


By its signature hereunder, the grantor Personal Representative hereby certifies and makes affidavit under the penalties of perjury that there is no consideration paid or to be paid for the foregoing conveyance.

[SIGNATURE PAGE FOLLOWS]

WITNESS the hand and seal of the said grantor.

WITNESS:



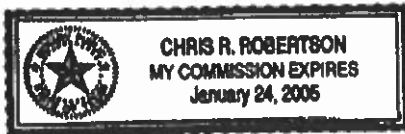

Jacquelyn A. Crook
Personal Representative of the Estate of
Shirley A. Hartley, deceased

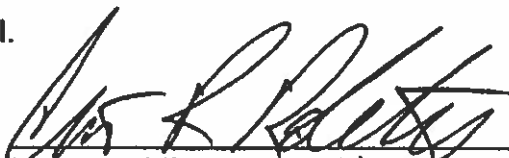
STATE OF MARYLAND

COUNTY OF MONTGOMERY to wit:

I HEREBY CERTIFY, that on this 3 day of May, 2002, before me, the Subscriber, a Notary Public of the State and county aforesaid, personally appeared Jacquelyn A. Crook, Personal Representative of the Estate of Shirley A. Hartley, deceased, and she acknowledged the foregoing Deed to be her act; and further made oath in due form of law that there is no consideration passing in this transaction.

WITNESS my hand and notarial seal.




Notary Public Chris R. Robertson
My Commission expires: 1-24-05

Tax Identification Numbers: 00418211
00418222
00418233
00418266
00418277
00418200

Title Insurer: None

[ATTORNEY CERTIFICATION FOLLOWS]

ATTORNEY CERTIFICATION

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

A handwritten signature in black ink, appearing to read 'S Sharma', is written over a horizontal line.

Attorney: Sumeet Sharma

State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1 **Type(s) of Instruments** ☒ Deed ☐ Mortgage ☐ Other ☐ Other ☐ Deed of Trust ☐ Lease ☐ ☐ Check Box if Addendum Intake Form is Attached.

2 **Conveyance Type Check Box** ☐ Improved Sale ☐ Unimproved Sale ☐ Multiple Accounts ☒ Not an Arms-Length Sale ☐ Arms-Length [1] ☐ Arms-Length [2] ☐ Arms-Length [3]

3 **Tax Exemptions (If Applicable)** ☐ Recordation ☐ State Transfer ☐ County Transfer ☐ See attached addendum ☐ See attached addendum ☐ Section 52-24(b) of the Montgomery County Code

4 **Consideration and Tax Calculations**

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	\$ 0	Transfer and Recordation Tax Consideration	
Any New Mortgage	\$ 0	Transfer Tax Consideration	\$
Balance of Existing Mortgage	\$ 0	X () % =	\$
Other:	\$ 0	Less Exemption Amount	\$
	\$ 0	Total Transfer Tax	\$
Other:	\$ 0	Recordation Tax Consideration	\$
	\$ 0	X () per \$500 =	\$
Full Cash Value	\$ 0	TOTAL DUE	\$

5 **Fees**

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$ 20.00	\$	
Surcharge	\$ 5.00	\$	Tax Bill:
State Recordation Tax	\$ 0	\$	
State Transfer Tax	\$ 0	\$	C.B. Credit:
County Transfer Tax	\$ 0	\$	
Other	\$ 0	\$	Ag. Tax/Other:
Other	\$ 0	\$	

6 **Description of Property** SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
07	See Addendum	See Addendum	See Addendum	See Addendum	(5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
See Addendum					7143
Location/Address of Property Being Conveyed (2)					
See Addendum					
Other Property Identifiers (if applicable)					Water Meter Account No.
					N/A
Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:					
Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: 26,785 sq. ft.					
If Partial Conveyance, List Improvements Conveyed:					

7 **Transferred From**

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
*Shirley A. Hartley	(SHIRLEY A. HARTLEY)
JACQUELYN A. CROOK, PERSONAL REPRESENTATIVE OF THE ESTATE OF *	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 **Transferred To**

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Jacquelyn A. Crook	
Jill K. Morgan	
New Owner's (Grantee) Mailing Address	
10104 Treasure Island Drive, Austin, TX 78730	

9 **Other Names to Be Indexed**

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10 **Contact/Mail Information**

Instrument Submitted By or Contact Person	<input checked="" type="checkbox"/> Return to Contact Person
Name: Ms. Sally Webb	
Firm: Commercial Settlements, Inc.	<input type="checkbox"/> Hold for Pickup
Address: 1115 15th Street N.W. Suite 200	

**Assessment
Information**

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☒ No Does transfer include personal property? If yes, identify:

Attachment E

☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification
Transfer Number:	Date Received:	Deed Reference:		Assigned Property No.:
Year: 19	19	Geo.	Map	Sub
Land		Zoning	Grid	Plat
Buildings		Use	Parcel	Section
Total		Town Cd.	Ex. Sl.	Ex. Cd.

REMARKS:

Distribution: White - Clerk's Office
 Canary - SDAT
 Pink - Office of Finance
 Goldenrod - Preparer
 AOC-CC-300 (6/95)

Not to be used for County Verification

26091 247

Attachment E

MONTGOMERY COUNTY
CLERKS OFFICE

2003 DEC -2 AM 10:44

This Quitclaim Deed

Return to: The Collins Firm
7601 Lewinsville Road, Suite 101
McLean, VA 22102

Tax Account No./Parcel Identifier 07-00418211 (Parcel 1, 2, 3, & 6) 07-00418277 (Parcel 5)
07-00418233 (Parcel 8), 07-00418222 (Parcel 9), 07-00418200 (Parcel 10)

Made November 7, 2003, by and between Kathleen Gayle Davison and Charles B. Davison, Jr., Grantors, and Kathleen Gayle Davison and Charles B. Davison, Jr., Trustees under the Kathleen Gayle Davison Trust dated November 7, 2003, Grantees. "This no consideration deed transfers interest in real property under the terms of the grantor's revocable trust in which grantor is a primary beneficiary"

☐ "_____ have made all mortgage payments and will continue to make all mortgage payments in the future. No grantor or grantee is assuming liability for debt or being relieved of liability for debt in this transaction."

☒ "This property is free and clear of all liens, mortgages, and deeds of trust. No grantor or grantee is assuming liability for debt or being relieved of liability for debt in this transaction."

The total payment per Section 10-912 (b) of the Tax-General Article of the Annotated Code of Maryland is: \$0.00.

Witnesseth, that for estate planning purposes and for no monetary consideration, Grantors do release, remise and forever quitclaim unto Grantees in fee simple all that certain property situate, lying and being in Montgomery County, Maryland, more fully described as follows:

See attached Schedule "A"

And being the same property conveyed to Grantors by Deed recorded in
Liber 21190 at Folio 174 among the Land Records of the aforesaid County.

which has the address of 5525 Dorsey Lane (Parcel 1, 2, 3 & 6)
Dorsey Lane (Parcel 4)
5522 Dorsey Lane (Parcel 5)
5524 Dorsey Lane (Parcel 8)
Dorsey Lane (Parcel 9)
5516 Dorsey Lane (Parcel 10)
Bethesda, Maryland 20816

Subject to covenants, easements and restrictions of record.

MONTGOMERY COUNTY, MD
APPROVED BY D

NOV 26 2003

\$ 14 RECORDATION TAX PAID
\$ 14 TRANSFER TAX PAID

IMP: FD SURE 20.00
RECORDING FEE 20.00
TOTAL 40.00
Reg # MD05 Rcpt # 82289
MDR BDH Bk # 619
DEC 02 2003 10:41 am

26091 248

To Have and to Hold said land and premises above described or mentioned and hereby intended to be conveyed, together with the buildings and improvements thereupon erected, made or being, and all and every title, right, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, unto and for the proper use only, benefit and behoof forever of Grantees in fee simple.

TO FURTHER HAVE AND TO HOLD the property with full power, right and authority hereby granted unto Grantees and their successors-in-trust, to sell, lease, exchange, encumber and/or convey the said property, either in whole or in part, upon such terms and conditions and for such consideration, or no consideration, as Grantees may in the discretion of Grantees deem advantageous, with the further right to subdivide and re-subdivide said property and to dedicate such portions thereof for public use as Grantees shall deem desirable, together with the right to grant licenses and easements for utility or other purposes across, over and under said property, and Grantees are hereby empowered to execute, acknowledge and deliver such deed, deeds of trust, leases and other instruments necessary to carry out the foregoing powers and there shall be no obligation or liability upon any purchaser or purchasers, lessee or lessees of said property, or any part thereof, or upon any party or parties making any loans secured by deed or deeds of trust upon said property, or any part thereof, to see to the proper application of the proceeds of such sale, lease or loan.

Every deed, deed of trust, lease or other instrument executed by Grantees, or their successors-in-trust, on behalf of the Trust identified herein and in relation to the property described herein shall be conclusive evidence in favor of every person claiming any right, title, or interest thereunder that: (i) at the time of the delivery of such instrument the Trust was in full force and effect; (ii) that such instrument was executed in accordance with the terms and conditions of the Trust agreement establishing such Trust, as the same may be amended from time to time, and is binding upon all beneficiaries under said Trust; and (iii) if such instrument is executed by successor(s)-in-trust to Grantees that such successor(s)-in-trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of Grantees provided such successor(s)-in-trust certify in said instrument that such successor(s)-in-trust have been properly appointed.

No Title Insurance/ No Title Examination

26091. 249.

Schedule "A"**5525 Dorsey Lane (Parcel 1):**

All that land comprising 2,648 square feet, being part of "FRIENDSHIP" and acquired by Kathleen Gayle Davison et al, by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 456 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being part of the property currently assessed as Tax Map HM23, Parcel N210 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418211.-07.

5525 Dorsey Lane (Parcel 2):

All that land comprising 6,095 square feet, being part of "FRIENDSHIP" and acquired by Kathleen Gayle Davison et al, by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 456 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being part of the property currently assessed as Tax Map HM23, Parcel N210 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418211.-07.

5525 Dorsey Lane (Parcel 3):

All that land comprising 1,836 square feet, being part of "FRIENDSHIP" and acquired by Kathleen Gayle Davison et al, by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 456 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being part of the property currently assessed as Tax Map HM23, Parcel N210 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418211.07.

26091 250

5525 Dorsey Lane (Parcel 6):

All that land comprising 7,182 square feet, being part of "FRIENDSHIP" and acquired by Kathleen Gayle Davison et al, by a Deed recorded among the Land Record of Montgomery County, Maryland at Liber 4179, folio 456 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being part of the property currently assessed as Tax Map HM23, Parcel N210 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418211.-07.

The above-described properties being described as "Parcel 1", "Parcel 2", "Parcel 3", and "Parcel 6", respectively, in a Deed from Kathleen Gayle Davison (as Executrix of the state of Annie L. Bowman, late of Montgomery County, deceased) recorded among the Land Records of Montgomery County at Liber 4179 folio 456.

Dorsey Lane (Parcel 4):

All that land comprising 4,827 square feet and being referred to as part of Lot 9 in "FRIENDSHIP" and acquired by Kathleen Gayle Davison et al, by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 456 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being that land currently assessed as Tax Map HM23, Parcel N155 as shown on that plat entitled "RIVER ROAD LAND CONDM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418277.-07.

5522 Dorsey Lane (Parcel 5):

All that land comprising 8,500 square feet, being referred to as Part Lot 6 and Lot 7 in "FRIENDSHIP," and acquired by Kathleen Gayle Davison et al, by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 456 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being that land currently assessed as Tax Map HM23, Parcel N157 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418266.-07.

5524 Dorsey Lane (Parcel 8):

All that land comprising 7,470 square feet, referred to as Lot 8 and part of Lot 9 in "FRIENDSHIP," and acquired by Kathleen Gayle Davison et al, by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 456 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being that land currently assessed as Tax Map HM23, Parcel N115 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418233.-07.

Dorsey Lane (Parcel 9):

All that land comprising 1,266 square feet, referred to as part of Lot 9 in "FRIENDSHIP," and acquired by Kathleen Gayle Davison et al, by a Deed recorded among the Land Records of Montgomery County, Maryland at Liber 4179, folio 456 and by a Deed of Distribution recorded among the land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being that land currently assessed as Tax Map HM23, Parcel N156 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account numbered 00418222.-07.

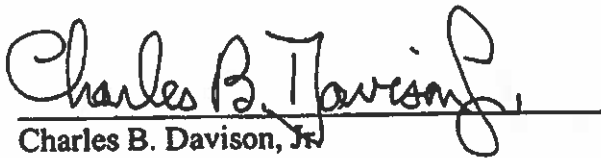
5516 Dorsey Lane (Parcel 10):

All that land comprising 3,000 square feet, referred to as part of Lot 5 in "JACOB WILBERT ESTATE" and acquired by Kathleen Gayle Davison et al, by a Deed recorded among the Land Record of Montgomery County, Maryland at Liber 4179, folio 456 and by a Deed of Distribution recorded among the Land Records of Montgomery County, Maryland at Liber 9312 at folio 807. Being that land currently assessed as Tax Map HM23, Parcel N167 as shown on that plat entitled "RIVER ROAD LAND CODM." in Plat numbered 7163 among the Land Records of Montgomery County, Maryland and identified as tax account number 00418200-7.

The above-described properties being described as "Parcel 4," "Parcel 5," "Parcel 7," "Parcel 8," "Parcel 9," and "Parcel 10," respectively, in a Deed from Kathleen Gayle Davison (as Executrix of the estate of Annie L. Bowman, late of Montgomery County, deceased) recorded among the Land Records of Montgomery County at Liber 4179, folio 456.

Affidavit of Residence

Under penalty of perjury the undersigned transferor(s) hereby certify that I/we are residents of the State of Maryland.


Charles B. Davison, Jr.


Kathleen Gayle Davison

STATE OF MARYLAND

:

ss:

COUNTY OF MONTGOMERY

:

On November 7, 2003 before me, the undersigned officer, personally appeared Charles B. Davison, Jr. and Kathleen Gayle Davison, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they have executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Phillip J. Kenny, Jr., Notary Public
Montgomery County
State of Maryland
My Commission Expires Dec. 1, 2003


Notary Public

Witness our signatures on the day and year first hereinbefore written

Signed in the presence of

Charles B. Davison, Jr.
Charles B. Davison, Jr.

Kathleen Gayle Davison
Kathleen Gayle Davison

STATE OF MARYLAND

:

ss:

COUNTY OF MONTGOMERY

:

On November 7, 2003, before me, the undersigned officer, personally appeared Kathleen Gayle Davison, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they have executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Phillip J. Kenny, Jr., Notary Public
Montgomery County
State of Maryland
My Commission Expires Dec. 1, 2003

Phillip J. Kenny, Jr.
Notary Public

My Commission Expires: / /

Grantors' Address: 5321 Baltimore Avenue, Chevy Chase, Maryland 20815-3749

Grantees' Address: 5321 Baltimore Avenue, Chevy Chase, Maryland 20815-3749

I certify that this instrument was prepared under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

Damian O'Connor
Damian O'Connor

1089312 FOLIO 807

THIS DEED OF DISTRIBUTION, made this 12 day of February, in the year nineteen hundred and ninety, by and between SHIRLEY ANNE HARTLEY, Personal Representative of the Estate of DOROTHY LEE GILL, late of Montgomery County, deceased, party of the first part; and SHIRLEY ANNE HARTLEY, party of the second part.

WHEREAS, the said DOROTHY LEE GILL, late of Montgomery County, Maryland, departed this life on October 19, 1989, seized and possessed of the hereinafter described real estate and leaving a Last Will and Testament dated February 4, 1983, which is recorded among the Will Records of Montgomery County; and

WHEREAS, by Item Two of the said Last Will and Testament, the Testatrix, Dorothy Lee Gill, did give, devise and bequeath the hereinafter described real estate unto her sister, Shirley Anne Hartley; and

WHEREAS, said Last Will and Testament of Dorothy Lee Gill nominated Shirley Anne Hartley to be Personal Representative of her estate, the said Shirley Anne Hartley having qualified and been appointed Personal Representative on October 31, 1989 and she continues to serve in that capacity.

NOW THEREFORE, THIS DEED OF DISTRIBUTION WITNESSETH, that for and in consideration of the premises and of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and in compliance with the requirement of the Section 9-105, Estates and Trusts Article of the Annotated Code of Maryland, the said Shirley Anne Hartley, Personal Representative of the Estate of Dorothy Lee Gill, does hereby assign, transfer, release, bargain, sell, grant and convey all of the right, title, interest and estate of the said Dorothy Lee Gill, deceased, late of Montgomery County, State of Maryland, in the hereinafter described real estate unto the said Shirley Anne Hartley, her heirs and assigns, in fee simple, the said real estate being described as follows, to wit:

a 28.333 undivided interest in

property 1.) Parts of tracts of land called "FRIENDSHIP" and etc., Bethesda District, Montgomery County, Maryland, more fully described as: Beginning for the same at a point on the southeasterly side of DORSEY LANE (Fifteen Feet Wide) the end of the 3rd line of a conveyance from Cassius Parker to H. O. Bowman for 2,448 Sq. ft. of land, being Parcel-1 in said conveyance and recorded among the land records of Montgomery County, Maryland, in Liber 1935 at folio 392, said point being also northmost corner of Parcel-N Friendship as shown on plat and filed among said land records in Plat Book 69, Plat 6482, thence along Dorsey Lane with the 3rd line of said conveyance reversed N 53 Degrees 31 Minutes E. 40.00 feet to the end of the third line of 1,836 sq. ft. of land as conveyed by Cassius Parker to H. O. Bowman and recorded among said land records in liber 1755 at folio 372, thence still along Dorsey Lane with the 3rd line reversed N. 53 Degrees 31 Minutes E. 30.00 feet thence with the 1st line of 4,561 Sq. ft. of land as conveyed by Cassius Parker to H. O. Bowman and recorded in liber 2119 at folio 185, still along Dorsey Lane N. 53 Degrees 31 Minutes E. 75.03 feet to the end of the 3rd line of a conveyance to Bonbrest Distributing Company for 18,479 sq. ft. of land and recorded among said land

1990 MAY 11 PM 12:20

5

... as described S. 37 degrees 30 minutes E. 122.31 feet to
 Clipper Lane, thence along said lane to include a part of the land
 as conveyed to H. O. Bowman by Della Turner in liber 1716 at folio

Attachment E

AGRICULTURE TRANSFER TAX IN THE

AMOUNT OF \$ N/A

SIGNATURE [Signature]

RECEIVED FOR TRANSFER

State Department of
 Assessments & Taxation
 for Montgomery County

Br # 6581

60

7 134 23100.
Together with the building and improvements thereupon, erected,
being, and all and every, the rights, alleys, ways, waters,
belonging

ORIGINAL DOCUMENT

The above described property being parcels 4, 5, 7, 8, 9 and 10
of a Deed from Kathleen Gayle Davison at Liber 4179 folio 456.

THIS CONVEYANCE is subject to the existing easements, rights
of way and agreements for roadways, electric transmission lines
and telephone lines and the service and maintenance thereof.

LINES 312 FOLIO 809


- 3 -

TO HAVE AND TO HOLD the said tracts, or parcels of land and premises, above mentioned and described and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining to and unto the proper use and benefit of the said party of the second part, her heirs and assigns, in fee simple, forever.

AND the said Personal Representative does hereby covenant that she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor.

WITNESS:

 (SEAL)
Shirley Anne Hartley,
Personal Representative of the
Estate of Dorothy Lee Gill,
deceased

STATE OF MARYLAND

COUNTY OF MONTGOMERY to wit:

I HEREBY CERTIFY, that on this 12 day of February 1990, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Shirley Anne Hartley, Personal Representative of the Estate of Dorothy Lee Gill, deceased, and she acknowledged the foregoing Deed to be her act; and further made oath in due form of law that there is no consideration passing in this transaction.

WITNESS my hand and Notarial Seal.




Notary Public Daniel T. Donohoe

My Commission expires: 7/1/90

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.


Attorney Daniel T. Donohoe

MAY 11 1990

תוכנית לימודים

7-1-418217
7-1-418200
7-1-418211
7-1-418222

~~TRANSFER FOR CONSIDERATION~~

Douglas D. Boring
 President, Boring & Associates, Inc.

AFFIDAVIT OF CONSIDERATION

I, DANIEL T. DONOHUE, hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the grantee, is in the sum total of NO. 00.

WITNESS:



affiant

TAX ASSESSMENT Number

7-1-418200

7-1-418211

7-1-418222

7-1-418233

7-1-418244

7-1-418277

LIBER 4179 FOLIO 456

CLERK'S OFFICE
MONTG. CO., MD.

1972 FEB -2 PM 1:35

THIS DEED

Made this 5th day of January, in the year Nineteen hundred and seventy -two, by and between KATHLEEN GAYLE DAVISON, Executrix of the estate of Annie L. Bowman, deceased, under Letters dated September 22, 1970, said Domiciliary Administration being held in the United States District Court for the District of Columbia, Probate Court, being Proceeding #2005-70, and Ancillary Administration being Proceeding 002-70 in the Circuit Court for Montgomery County, Maryland, Sitting in Probate, grantor, party of the first part;

AND

KATHLEEN GAYLE DAVISON of Chevy Chase, Maryland; SHIRLEY ANNE MORGAN, of Rockville, Maryland and DOROTHY LEE GILL, of Potomac, Maryland, grantees, parties of the second part.

WHEREAS, Annie L. Bowman by her last Will and Testament dated May 18, 1970, devised all her estate, real and personal, to her three daughters, the parties of the second part herein; and

WHEREAS, the said Annie L. Bowman died on August 9, 1970, and her estate was probated in the United States District Court, District of Columbia, wherein Kathleen Gayle Davison qualified as Executrix on September 22, 1970, and took out Ancillary Proceedings in said estate in the Circuit Court for Montgomery County, Maryland, Sitting in Probate on October 14, 1970, being Ancillary Proceeding #002-70; and

WHEREAS, it has been determined that the hereinafter described property and improvements will be distributed in kind, and in accordance with the provisions of Section 9-105 of Article 93 of the Annotated Code of Maryland, in accordance with said Will, this deed is executed and delivered as evidence of the distributees title to the said property.

NOW THEREFORE,

1250

REC-1-ACR

CLERK'S OFFICE

FEB-2-72 PM 1:35

LIBER 4179 PAGE 457

- 2 -

exercise and in pursuance of the power vested in her by virtue of the aforesaid last Will and Testament and Sections 7-101 and 7-401 of Article 93 of the Annotated Code of Maryland, does hereby grant and convey unto the said KATHLEEN GAYLE DAVISON, SHIRLEY ANNE MORGAN and DOROTHY LEE GILL, their heirs and assigns, as Tenants in Common, in fee simple, all those lots and parcels of ground situated and lying in Montgomery County, Maryland, and described as follows:

- Parcel 1: A three-fourths (3/4ths.) interest in and to 2,648 square feet, being part of "FRIENDSHIP" and recited to have been acquired by decedent in Liber 1836 at folio 392 and Liber 2597 at folio 127, of the Land Records of Montgomery County, Maryland, on Tax Bill 7 139 23402.
- Parcel 2: A three-fourths (3/4ths.) interest in and to 6,095 square feet, being part of "FRIENDSHIP" and recited to have been acquired by decedent in Liber 1716 at folio 471 and Liber 2597 at folio 126 of the Land Records of Montgomery County, Maryland, on Tax Bill 7 139 23400.
- Parcel 3: A three-fourths (3/4ths.) interest in and to 1,836 square feet, being part of "FRIENDSHIP" and recited to have been acquired by decedent in Liber 1756 at folio 372 and Liber 2597 at folio 127 of the Land Records of Montgomery County, Maryland, on Tax Bill 7 139 23201.
- Parcel 4: All the interest in and to 4,827 square feet, being part of "FRIENDSHIP" and recited to be part of Lot 9 and to have been acquired by the decedent in Liber 2619 at folio 600 of the Land Records of Montgomery County, Maryland, Tax Bill 7 134 23305.
- Parcel 5: All the interest in and to 8,500 square feet, being referred to as Part Lot 6 and Lot 7 in "FRIENDSHIP", and recited to have been acquired by the decedent in Liber 1791 at folio 188 of the Land Records of Montgomery County, Maryland, on Tax Bill 7 134 23304.
- Parcel 6: All the interest in and to 7,182 square feet, being part of "FRIENDSHIP" and recited to have been acquired by the decedent in Liber 2119 at folio 186 of the Land Records of Montgomery County, Maryland, on Tax Bill 7 139 23303.
- Parcel 7: All the interest in and to 4,063 square feet, referred to as part Lot 24 of "WEST FRIENDSHIP", and recited to have been acquired by the decedent in Liber 1988 at folio 93 of the Land Records of Montgomery County, Maryland, on Tax Bill 7 134 23302.
- Parcel 8: All the interest in and to 7,470 square feet, referred to as Lot 8 and

MD-4779-458

- 3 -

Parcel 9: All the interest in and to 1,266 square feet, referred to as part of Lot 9, in "FRIENDSHIP" and recited to have been acquired by the decedent in Liber 1137 at folio 355 of the Land Records of Montgomery County, Maryland, on Tax Bill 7 130 23300.

Parcel 10: All the interest in and to 3,000 square feet, referred to as part of Lot 5, "JACOB WILBERT ESTATE" and recited to have been acquired by the decedent in Liber 1108 at folio 213 of the Land Records of Montgomery County, Maryland, on Tax Bill 7 134 23100.

TOGETHER with the building and improvements thereupon, erected, made or being; and all and every, the rights, alloys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said pieces or parcels of ground and promises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns.

AND that KATHLEEN GAYLE DAVISON, Executrix of the estate of Annie L. Bowman, deceased, party of the first part herein, has the right to convey said land.

WITNESS her hand and seal.

Witness:

Laurie Upstey

Kathleen Gayle Davison (SEAL)
KATHLEEN GAYLE DAVISON
Executrix of the estate of Annie L. Bowman

STATE OF MARYLAND
COUNTY OF MONTGOMERY,

On this the 5th day of January, 1972, before me a notary public, the undersigned officer, personally appeared KATHLEEN GAYLE DAVISON, Executrix of the estate of Annie L. Bowman, deceased, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

My comm. expires: 7-1-74

Laurie Upstey
Notary Public

LIBER 4 | 79 folio 459

200 TMS DEED

From: KATHLEEN CAYLE DAVISON,
 Executrix of the Estate of Annie L.
 Bowman, deceased, party of the
 first part;

To: KATHLEEN CAYLE DAVISON,
 SIMPLY ANNE MORCAY and
 DOROTHY LEE GILL, grantees,
 parties of the second part.

Received for Record on the _____ day of
 _____ A. D. 197____, at
 _____ o'clock _____ M., and recorded in
 Liber No. _____ at folio _____
 one of the Land Records for the County of
 Montgomery, State of Maryland.

 Clerk

MAIL TO:

Mealyard, and Carlin
 4641 Montgomery Avenue
 Bethesda, Maryland 20014

MEALYARD AND CARLIN
 ATTORNEYS AT LAW
 4641 MONTGOMERY AVENUE
 BETHESDA, MARYLAND 20014

Recorded Oct. 9th, 1952-
at-2:51 P.M.

LIBER 1716 FOLIO 471
This Deed

Made this 30th day of September in the year
of our Lord one thousand nine hundred and fifty-two by and between

DELLA TURNER, widow and her grand daughter, DELLA TURNER WARE and ROBERT WARE, husband of the said Della Turner Ware

parties of the first part, and HARTSELL O BOWMAN and ANNIE L BOWMAN, his wife, Tenants by the Entirety as to 1/2 interest, and CHARLES B DAVISON JR and KATHLEEN G DAVISON, his wife, as Tenants by the Entirety as to a 1/4th interest and WALTER B BOWMAN and ESTELLE C BOWMAN, his wife, as Tenants by the Entirety as to a 1/4th interest, and as Tenants in Common as to the whole.

of

parties of the second part:

Witnesseth, that in consideration of Ten Dollars and other good and valuable consideration

the receipt of which is hereby acknowledged

the said parties of the first part

do grant and convey unto the said

parties of the second part, as recited above, their heirs and assigns, in fee simple all piece or parcel of ground situate, lying and being in Montgomery County,

State of Maryland, being

the same land which the said part of

the first part

obtained from

by deed dated the

day of

19 , recorded in the

Land Records of

in Liber

at folio

and being described as follows to wit: Property in an unrecorded subdivision of the lands of Jacob Wilbert, called "FRIENDSHIP", Bethesda District, and described in three parcels as follows: Parcel 1: Beginning at a stone now planted on the west side of a private right of way and running northeasterly with the western edge of said private right of way 128 feet to a stone now planted where the lands of Jacob Wilbert and the lands of Somerset Heights meet and running thence with the dividing line of the lands of Jacob Wilbert and Somerset Heights, northwesterly to a stone now planted thence in a southwesterly course 155 feet to a stone now planted at the northeast corner of the lands conveyed to Harrison Ricks in Liber 238 folio 186 thence in a southeasterly course and with the dividing line of the lands of Harrison Ricks and Jacob Wilbert 60 feet to the beginning, together with use in common with others of said private right of way to the River Road. Being the same land described in a deed from Jacob Wilbert to David Turner, Jr., dated March 17, 1916 recorded May 25, 1916 in Liber 258 at folio 129. Parcel 2: Conveys all that piece or parcel of land in the Bethesda District in Montgomery County, State of Maryland, being described as follows: Beginning at a stone now planted on the northwest side of a private road at a point where the land formerly conveyed by Jacob Wilbert to Francis Coleman corners on said private road and running thence with said Coleman's line in a northwest course 60 feet to a stone; thence at right angles and parallel with the western edge of said private road, 130 feet to a stone; then at right angles and parallel with the 1st line of this conveyance 60 feet to a stone now planted on the western edge of said private road, thence at right angles and with the western edge of said private road 130 feet to the beginning, together with the use of said private road in common with others. Being the same land described on deed from Garfield Nabors, widower, to David Turner, dated June 11, 1919, recorded June 12, 1919 in Liber 280, folio 430. Parcel 3: Beginning for the same at a stone planted at the southeast corner of a lot



LIBER 1716 FOLIO 472

conveyed to Cassius Parker and Ellen Parker by the said Jacob Wilbert described in Liber 2 292 at folio 479, said stone being located on the northerly line of a lot owned by David Turner and 145 feet from the southeast corner of a lot owned by Pinkney Hatton and running thence in a northeasterly direction along the north line of David Turner's lot, as described in Liber 258 folio 129, 144 feet to a stone planted on the western boundary line in a northerly direction 60 feet approximately to a planted stone; thence in a southwesterly direction along the south line of a 15 foot road or right of way running to the River Road, 165 feet to a stone planted at the northeast corner of the said Cassius and Ellen Parker's lot and thence in a southeasterly direction along the east line of said lot to the point of beginning 60 feet. Being the same land described in a deed from Jacob Wilbert, widower, to David Turner and Della Turner, as Joint Tenants, dated May 31, 1920, recorded August 25, 1920 in Liber 298 at folio 278.

David Turner, the son of Della Turner, died in ~~Montgomery County, April 1, 1942~~ ^{Washington, D.C. on May 1, 1942}, survived by his widow, Mary H. Turner and one child, named Della Turner, who is now married to Robert Ware. The said Mary H. Turner, widow of David Turner, died on June 19, 1947. The grantors herein being the mother of David Turner, deceased who owned Parcel 3, with her son as Joint Tenants, and Della Turner Ware, being the only child and heir-at-law of David Turner and Mary H. Turner, her deceased mother and father.

Together with the building and improvements thereupon, erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

To Have and to Hold the said piece or parcel of ground and promises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said parties of the 2nd part, their heirs and assigns, forever,

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey said land; that the said parties of the second part shall quietly enjoy said land; that they have done no act to encumber said land;

and that they will execute such further assurances of said land as may be requisite.

Witness our hand s and seal s.

TEST:

F. Archie Meatynd Jr.
F ARCHIE MEATYND JR.

Della Turner (Seal)
DELLA TURNER

Della Turner Ware (Seal)
DELLA TURNER WARE

Robert J. Ware (Seal)
ROBERT WARE

129

259/129

EXAMINED

Mailed to

David Turner Jr.,

1271 Wisconsin

Washington, D.C.

J. H. W. Fisher

July 20, 1916.

Willow filed

At the request of David Turner Jr. the following Deed was recorded May 25th A. D. 1916 at 11:29 o'clock A.M. to wit:-

This Deed Made this Seventeenth day of March in the year of our Lord One thousand nine hundred and sixteen by and between Jacob Wilbert of Montgomery County in the State of Maryland Washington, D.C. party of the first part, and David Turner Junior of Montgomery in the State of Maryland J. H. W. Fisher party of the second part:

Witnesseth, that in consideration of the sum of one hundred & forty dollars (\$140.) lawfully money of the United States in hand paid, the receipt whereof is hereby acknowledged by the said party of the first part does grant and convey unto David Turner Junior party of the second part, his heirs and assigns, in fee simple, all that piece or parcel of land or ground situate, lying and being in Montgomery County in State of Maryland, being a part of the same land which the said party of the first part obtained from John Counselman by deed dated the .. day of .. 1... recorded in the Land Records of ... in Liber ... at folio ... and being described as follows, to wit: Beginning at a stone now planted on the West side of a private right of way & running north easterly with the western edge of said private right of way one hundred & twenty-eight feet (128 ft.) to a stone now planted where the lands of Jacob Wilbert & the lands of Somerset Heights meet & running thence with the dividing line of the lands of Jacob Wilbert & Somerset Heights northeasterly to a stone now planted thence in a southeasterly course one hundred & fifty five feet (155 feet) to a stone now planted at the N. E. corner of the lands of Harrison Ricks thence in an easterly course & with the dividing line of the lands of Harrison Ricks & Jacob Wilbert sixty feet (60 feet) to the beginning, together with use in common with others of said private right of way to the River road.

Together with the buildings and improvements thereupon, erected, made, or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

To have and to hold the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said David Turner Junior

And the said party of the first part covenants that he will warrant specially and generally the property hereby conveyed; that he is seized of the land hereby conveyed; that he has a right to convey said land; that the said party of the second part shall quietly enjoy said land; that he has done no act to encumber said land; and that he will execute such further assurances of said land as may be requisite.

Witness hand.. and seal..

his
Jacob X. Wilbert, (Seal)
mark

Test: Alfred Wilson

Cyrus Kaiser

State of Maryland, Montgomery Co., ss:-

I hereby certify that on this 17th day of March 1916, before the subscriber, a Justice of the Peace of the State of Md. personally appeared Jacob Wilbert and wife, and did each acknowledge the foregoing deed to be his act. In testimony whereof, I have affixed my official seal this 17th day of March A. D. 1916.

Alfred Wilson, J.P. (Seal)

430

5525 Dorsey Ch

1919

280/430

of Eldred B. Davis' subdivision called North Kensington, as per plat thereof recorded under the style and designation of "Map of North Kensington", in Liber J. A. 22 folio 104 of the Land Records of said Montgomery County and re-recorded in Plat Book B, plat No. 14, of said Land Records, together with all the improvements, rights ways, and easements thereto belonging.

And the party of the first part covenants that she will warrant generally and specially the land and premises hereby conveyed, and that she will execute such further assurances thereof as may be requisite.

Witness my hand and seal.

Attest:

Belle V. Lee (SEAL)

Geo. M. Edsall.

(Int. Rev. 22.00)

COUNTY OF ROCKLAND)

STATE OF NEW YORK) to wit:

I, George W. Edsall, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of June, 1919, personally appeared before me in said County Belle V. Lee, party to the foregoing and annexed deed and acknowledged the same to be her act and deed.

In testimony whereof I hereunto set my hand and official seal this 3d day of June, 1919

George W. Edsall

George W. Edsall
Notary Public
Rockland, Co.
New York.

Examined
delivered to

David Turner

Sept. 1st, 1919

At the request of David Turner the following Deed was recorded June 12th, 1914 at 12 o'clock P.M. to wit:--

THIS Deed made this 11 day of June, in the year 1914 by and between Garfield Kubera, widower, of Montgomery County, State of Maryland, Party of the first part and David Turner of Montgomery County, State of Maryland, party of the second part.

WITNESSETH, That in consideration of the sum of Ten Dollars (\$10) lawful money of the United States in hand paid, the party of the first part does grant unto the party of the second part in fee simple all that piece or parcel of land in the Bethesda District in Montgomery County, State of Maryland, distinguished as and being the same land which the party of the first part obtained from Harrison Ricks and wife by deed dated the 5th day of September, 1917 and recorded in Liber no. 268 folio 475, one of the Land Record Books of Montgomery County, Maryland, being described as follows, to wit:

Beginning at a stone now planted on the west side of a private road at a point where the land formerly, conveyed by Jacob Wilbert to Francis Coleman, contains

EXAMINED

Delivered to

Mr. Turner

March 24 1920

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on said private road and running thence with said Coleman's line in a northwest course sixty feet to a stone, thence at right angles and parallel with the eastern edge of said private road one hundred and thirty feet to a stone, then at right angles and parallel with the first line of this conveyance sixty feet to a stone now planted on the Western edge of said private road, thence at right angles and with the western edge of said private road one hundred and thirty feet to the beginning, together with the use of said private road in common with others, and together with the improvements, rights, privileges and appurtenances, to the same belonging.

And the said party of the first part covenants that he will warrant specially and generally the property hereby conveyed; that he has the right to convey said land; that he is seized of the land hereby conveyed; and that the party of the second part shall quietly enjoy said land; that he has done and doth to encumber said land and that he will execute such further assurances of said land as may be requisite.

Witness my hand and seal the day and year first hereinbefore written.

Garfield Nabors (SEAL)

Witness:

J. Walter French.

STATE OF MARYLAND, MONTGOMERY COUNTY, to wit:

I hereby certify that on this 11th day of June, A.D. 1919, before me, a Justice of the peace of the State of Maryland, in and for Montgomery County, personally appeared Garfield Nabors and did acknowledge the foregoing deed to be his act and deed.

Hart Butterfield.

Justice of the Peace.

At the request of Elizabeth A. Nicholson the following Deed was recorded June 13th 1919 at 6.30 o'clock A.M. to wit:--

THIS DEED made this 12th day of June, in the year nineteen hundred and nineteen, by William G. Baker, widower, of Frederick County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Four Thousand Dollars, (\$4000.00) to me in hand paid at and before the execution and delivery of these presents, the receipt of which is hereby acknowledged. I the said William G. Baker, do hereby grant and convey unto Elizabeth A. Nicholson, of Montgomery County, State of Maryland, all the following described piece or parcel of land situate, lying and being in Montgomery County, State of Maryland, and described as follows.

Beginning at a point in the middle of the County Road leading from Dickerson to Gott's Mill, said point being at the beginning of the parcel of land described in the deed from Zachariah G. Cooley and wife to Wm. G. Baker, dated, Nov. 29, 1911, and running thence by and with the first line thereof, and with the middle of the aforesaid road, South 26 degrees West, 9.35 perches, now leaving the outlines of the aforesaid deed and the County Road and running thence by lines of division made between the property hereby conveyed and the property retained by the said Wm. G. Baker, South 65 degrees East. 25.2 perches. North 22 Degrees East. 11.25

EXAMINED

Delivered to
Mr. Nicholson
June 24 1920

268/475

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(SEAL)

(SEAL)

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1917.

(SEAL)

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undred and thirty two,

(332) three hundred and seventy four (374) and three hundred and seventy five (375), in a
subdivision known as and described as "Woodmont" as laid down and described upon a plat of
said subdivision, as the same is recorded among the Land Records of said Montgomery County
in Plat Book Number one, Plat number four, Subject to the terms and conditions in the pre-
ceding deeds,

And the said Fred Repetti and Clara B. Repetti, his wife, covenant to warrant
especially the property hereby conveyed, and to execute any and all such other and further
assurances the better to convey the same as aforesaid.

Witness our hands and seals.

TEST:

W. E. Morgan

Fred Repetti,

(SEAL)

Clara B. Repetti,

(SEAL)

(INTERNAL REVENUE \$0.50)

State of Maryland, Montgomery County, to-wit:

I hereby certify that on this 17th day of December, in the year nineteen hundred and
seventeen, before the subscriber, a Notary Public in and for the County and State aforesaid,
personally appeared Fred Repetti and Clara B. Repetti, his wife, and did each acknowledge
the foregoing deed to be their respective act.

Witness my hand and Notarial seal.

William E. Morgan,

Notary Public.

William E. Morgan
Notary Public
Rockville, Md.

EXAMINED

*Married to
Garfield Nibors
Bethesda, Md
March 27, 1918
C. A. Jones, Clerk*

At the request of Garfield Nibors and Ellen Nibors the following Deed was recorded January
4th A. D. 1918, at 3:26 o'clock P. M. to-wit:-

This Deed, made this fifth day of Sept. in the year one thousand nine hundred and
seventeen, by and between Harrison Ricks and Harbunna Ricks his wife of the District of
Columbia parties of the first part, and Garfield Nibors and Ellen Nibors, his wife of
parties of the second part:

WITNESSETH, That in consideration of the sum of ten dollars, in lawful money of
the United States in full paid the parties of the first part do grant unto the parties of
the second part, in fee simple, all that piece or parcel of land in the Bethesda District,
in Montgomery County, State of Maryland, distinguished as and being the same land which the
parties of the first part obtained from Jacob Wilbert, by deed dated the second day of
September, 1913 and recorded on the eighteenth day of September, 1913, in Liber No. 238,
at folio 186 one of the Land Records for Montgomery County, Maryland, being described as
follows, to-wit: Beginning at a stone now planted on the west side of a private road at
a point where the land formerly conveyed by Jacob Wilbert to Francis Coleman corners on
said private road and running thence with said Coleman line in a N. W. course Sixty (60)
feet to a stone, thence at right angles and parallel with the western edge of said private

road one hundred and thirty feet to a stone, thence at right angles and parallel with the first line of this conveyance sixty (60) feet to a stone now planted on the western edge of said private road, thence at right angles and with the western edge of said private road one hundred and thirty feet to the beginning, together with the use of said private road in common with others.

Together with the improvements, rights, privileges, and appurtenances to the same belonging.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they have the right to convey said land; that they are seized of the land hereby conveyed and that the parties of the second part shall quietly enjoy said land; that they have done no act to encumber said land and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals the day and year first hereinbefore written.

In presence of-

Harrison Ricks, (SEAL)

Jeanette Orter.

Miriam Ricks, (SEAL)

District of Columbia, to-wit:

I, Jeanette Orter, a Notary Public in and for the District of Columbia, Do hereby Certify, that Harrison Ricks and Miriam Ricks, his wife parties to a certain Deed bearing date on the 5th day of September 1917, and hereto annexed, personally appeared before me in said District, the said Harrison Ricks and Miriam Ricks, his wife being personally well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

Given under my hand and seal this 5th day of Sept. 1917.

Jeanette Orter,

My Commission expires Feb'y 20, 1918.

Jeanette Orter
Notary Public
District of Columbia.

=====

At the request of Charles J. Norris the following Deed was recorded January 4th A.D. 1918, at 4:28 o'clock P. M. to-wit:-

THIS DEED, Made this fourth day of January, in the year nineteen hundred and eighteen, by Richard Gott, of Montgomery County, in the State of Maryland,

WITNESSETH, That for and in consideration of the sum of Ten Dollars (\$10.00) and divers other good and valuable considerations as thereunto moving, I the said Richard Gott do hereby grant unto Charles J. Norris, also of said Montgomery County, all those lots, pieces or parcels of land, situate, lying and being in Montgomery County, in the State of Maryland, which were devised to the said Richard Gott by the last will and testament of his uncle, Richard Thomas Gott, which is duly recorded

EXAMINED

Mailed to
Granite
Rockville, Md.
Feb 14, 1918

Red
L. H. Sta.
Edmond
Feb. 8/18

186

238/186

E. O. Andrus,

Justice of the Peace.

EXAMINED

replied to
Amulet4 E. Kirk St.
Johnny Chase
Oct. 18/1915

At the request of Harrison Ricks and Marianna Ricks, the following Deed was recorded September 18th A.D. 1915 at 11:05 o'clock P. M. & 1915 with:

THIS DEED, made this second day of September, in the year of our Lord one thousand nine hundred and thirteen, by and between Jacob Wilbert of Montgomery County in the State of Maryland, party of the first part, and Harrison Ricks and Marianna Ricks his wife, of the District of Columbia, party of the second part;

WITNESSETH, That in consideration of the sum of ten dollars, lawful money of the United States in hand paid, the said party of the first part does grant and convey unto Harrison Ricks and Marianna Ricks, his wife, party of the second part, his heirs and assigns in fee simple, all that piece or parcel of ground situate, lying and being in a tract called Friendship, County of Montgomery, State of Maryland, being a part of the same land which the said party of the first part obtained from John Counselman by deed dated the day of 1.... recorded in the Land Records of in Liber at folio.... and being described as follows, to wit: BEGINNING at a stone now planted on the West side of the private road at a point where the land formerly conveyed by Jacob Wilbert to Francis Coleman corners on said private road running thence with said Coleman's line in a N. W. course (60) sixty feet to a stone, thence at right angles and parallel with the Western edge of said private road one hundred and thirty feet to a stone, thence at right angles and parallel with the first line of this conveyance (60) sixty feet to a stone now planted on the Western edge of said private road, thence at right angles and with the Western edge of said private road 130 feet to the beginning, together with the use of said private road in common with others.

Together with the buildings and improvements thereupon erected, made or being; and all and every the rights, waters, privileges, appurtenances, and advantages to the same belonging or in anywise appertaining.

To have and to hold the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed; together with the privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Harrison Ricks and Marianna Ricks, his wife.

And the said party of the first part covenants that he will warrant specially and generally the property hereby conveyed; that he was seized of the land hereby conveyed; that he has a right to convey said land; that the said party of the second part shall quietly enjoy said land; that he has done no act to encumber said land; and that he will execute such further assurances of said land as may be requisite.

Witness my hand and seal, .

EXAMINED

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Test: Alfred Wilson.

470 Jacob Wilbert, (seal)

Montgomery County, State of Maryland, ss:

I hereby certify that on this 4th day of September, 1913, before the subscriber, a Justice of the Peace personally appeared Jacob Wilbert and wife and did each acknowledge the foregoing Deed to be his act.

In Testimony Whereof, I have affixed my official seal this 4th day of September, A. D. 1913.

Alfred Wilson, J. P. (seal)

EXAMINED

At the request of Charles E. Sellman the following Deed was recorded September 15th A. D. 1913 at 2:40 o'clock P. M., to wit:

THIS DEED, Made this 3rd day of June, in the year nineteen hundred and twelve, by Alice Gott, widow, of Montgomery County, in the State of Maryland;

WITNESSETH, That for and in consideration of the sum of twenty nine hundred dollars, cash in hand paid, I, the said Alice Gott do grant, bargain, sell and convey unto Charles E. Sellman, of said Montgomery County, in fee simple, all those two lots, pieces or parcels of land situate, lying and being in the Town of Poolesville, in said Montgomery County, and described as follows, to wit: The first lot being all that part of a tract of land called "Forest" or by whatever name or names the same may be known or called, contained within the metes and bounds, courses and distances following, to wit:

BEGINNING for the same at a stone No. 1 standing on the South side of the main road through the Town of Poolesville, and running thence South seventy one degrees east, four perches to a stone; thence South eighteen degrees West, sixteen perches and nineteen links to a stone; thence North seventy one degrees West, four perches to a stone; then by a straight line to the beginning; CONTAINING three eighths of an acre of land, more or less.

And being the same land which was conveyed unto the said Alice Gott by William W. Poole, Executor of Thomas Poole, deceased, by deed dated the twenty third day of September, in the year eighteen hundred and eighty five, and of record in Liber E. B. P. No. 36 folio 66, one of the Land Records of said Montgomery County; and the same property upon which the said Alice Gott now resides.

The second lot being all that part of a tract of land called "Forest", or by whatever name or names the same may be known or called, contained within the metes and bounds, courses and distances following, to wit:

BEGINNING at the Southeast corner of the lot of land conveyed unto the said Alice Gott by William W. Poole, Executor of Thomas Poole, deceased, by deed dated the twenty third day of September, in the year eighteen hundred and eighty five, and of record in Liber E. B. P. No. 36 folio 66, one of the Land Records of said Montgomery County, and running thence in a straight line, Southerly, to the North East corner of a lot of land formerly belonging to John O. Merchant; thence with the North line of said lot, Westerly, to the Northwest corner of said lot; thence with the West line of said lot, Southerly, to the back road leading through Poolesville to the road to Edwards Ferry; thence with said road,

Holy Evangelij of Almighty God that the consideration in the said mortgage is true and bona fide as therein set forth.
 Given before J. C. W. Kemp, J.P.

Examined & read
 6th Nov. 1877

At the request of Jacob Wilbert the following Deed was recorded the 9th day of October A.D. 1877 to wit:

This deed made this 14th day of June in the year 1877 by us John Counselman and Matilda Counselman his wife of Montgomery County in the State of Maryland Witnesses: that in consideration of twelve hundred dollars to the said John Counselman and Matilda Counselman his wife do grant bargain and sell unto Jacob Wilbert of said County in fee simple all that tract part of a tract piece or pieces of land situate lying and being in said County and State and contained within the following metes and bounds courses and distances to wit: Beginning for the same in the centre of the River Road and running thence North fifty seven degrees East thirty and one six perches; thence North seven degrees West eighty and one sixth perches; thence South fifty seven degrees West seventy nine and a half perches to the river road; thence in the centre of said road South forty one degrees East twenty four and one third perches; thence in a straight line to the place of beginning: Containing twenty five acres of land, more or less.

Witness our hands and seals

Jestis

John Counselman *Testis*
 Matilda Counselman *Testis*

Maria Counselman
 Samuel W. Baguieu

State of Maryland, Montgomery County, to wit:
 I hereby Certify that on this 14th day of June in the year 1877, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Montgomery County, aforesaid, personally appeared John Counselman and Matilda Counselman his wife the grantors in the aforesaid and annexed deed and did each acknowledge said deed to be their respective act.

Samuel W. Baguieu, J.P.

At the request of the Trustees of Potomac Chapel the following Deed was recorded the 9th day of October A.D. 1877 to wit:

and seventy seven by us, David Blagett and Henrietta Blagett his
wife of Montgomery County in the State of Maryland Witnesseth: that
in consideration of the sum of thirty (30) dollars to them in hand paid
by the said David Blagett and Henrietta Blagett his wife do grant
unto William S. Harrison, Robert J. Connell, Montgomery Blagett, Philip
Stone Jr, Reuben Creamer, Edwin Wallis and Robert J. Davidson,
Trustees and their successors in office; In trust for the uses and purp

Attachment E

EXHIBIT C

Plat 12024 and Plat No. 6482

PARCEL "N" FRIENDSHIP

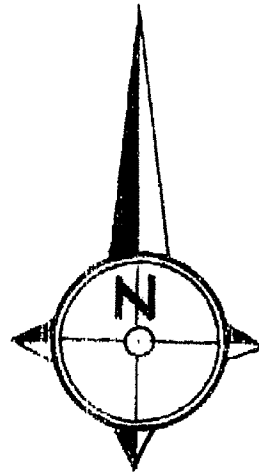
PLAT No 6482

MONTGOMERY COUNTY, MARYLAND

SCALE: 1" = 20'



AUGUST 1961

ALLEN AND KOENIG, Land Planners & Surveyors
4801 MONTGOMERY LANE
BETHESDA, MARYLAND



SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct that it is the same land conveyed from Joseph E. Butler and Ann S. Butler, his wife, to Henry G. Kogok and Gloria O. Kogok, his wife, by deed dated May 26, 1961 and recorded June 1, 1961 in Liber 2850 at Folio 611 among the land records for Montgomery County, Maryland.

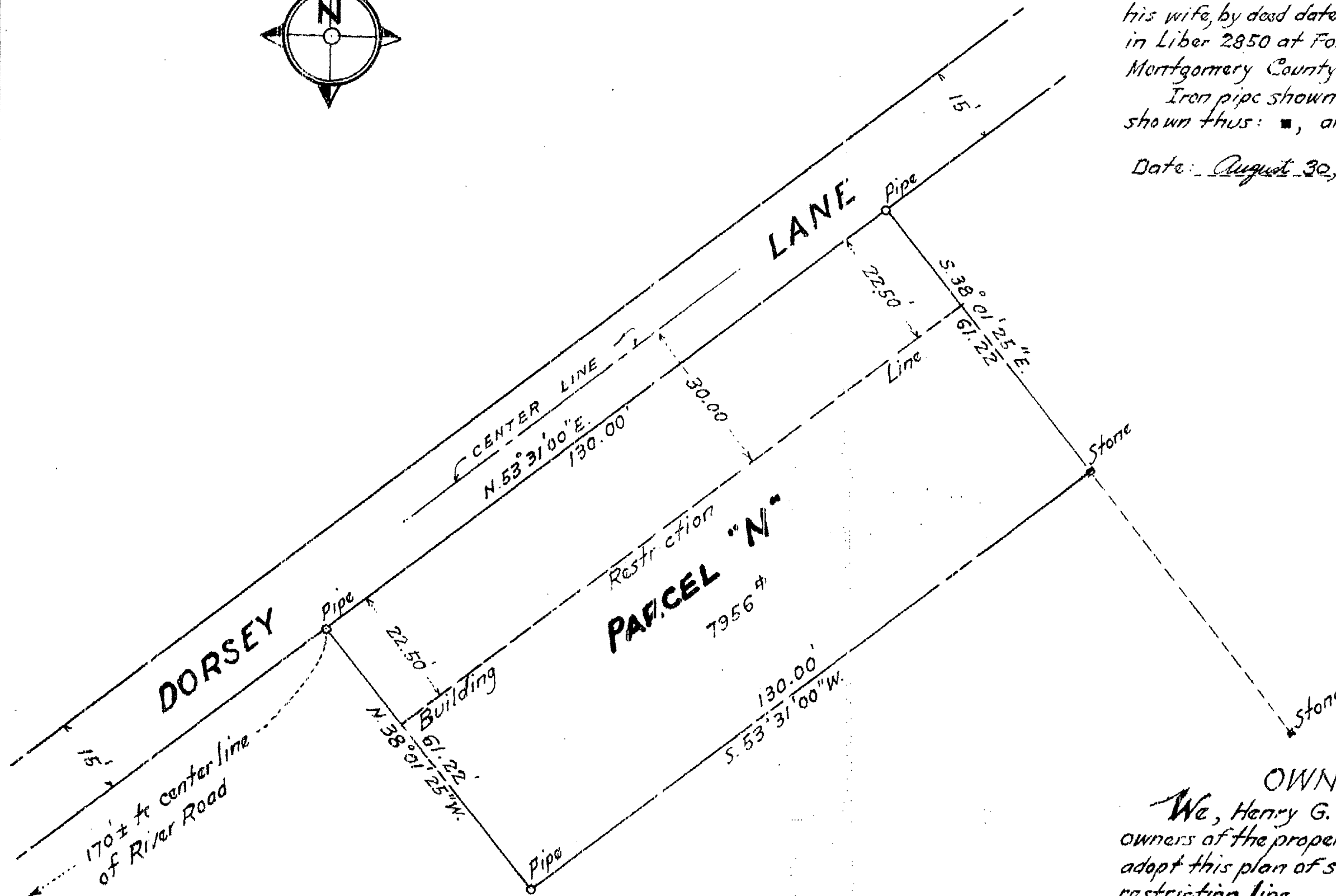
Iron pipe shown thus: , and stone monuments shown thus: , are in place where indicated.

Date: August 30, 1961.

John J. Allen Jr.

JOHN J. ALLEN JR.

Registered Land Surveyor No. 2206.



NOTE: There is no street dedication by this plat.

OWNERS CERTIFICATE

We, Henry G. Kogok and Gloria O. Kogok, his wife, owners of the property shown and described hereon, hereby adopt this plan of subdivision and establish the building restriction line.

There are no suits, actions at law, leases, liens, mortgages, trusts, easements or rights of way affecting the property included in this plan of subdivision.

Date: Sept 29, 1961.

John J. Allen Jr.
WITNESS

Henry G. Kogok
HENRY G. KOGOK

John J. Allen Jr.
WITNESS

Gloria O. Kogok
GLORIA O. KOGOK, His Wife

MARYLAND - NATIONAL CAPITAL PARK & PLANNING COMMISSION
MONTGOMERY COUNTY PLANNING BOARD

APPROVED: October 4, 1961

William F. Pugh CHAIRMAN
John F. Nicholas SECRETARY-TREASURER

M. N. C. P. & P. C. RECORD FILE NO. 180-36

FILED
OCT 10 1961

6482

6138

MONTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 6482, MSA 14299, Date available 1961/10/10, Printed 08/01/2024, Maryland State Archives

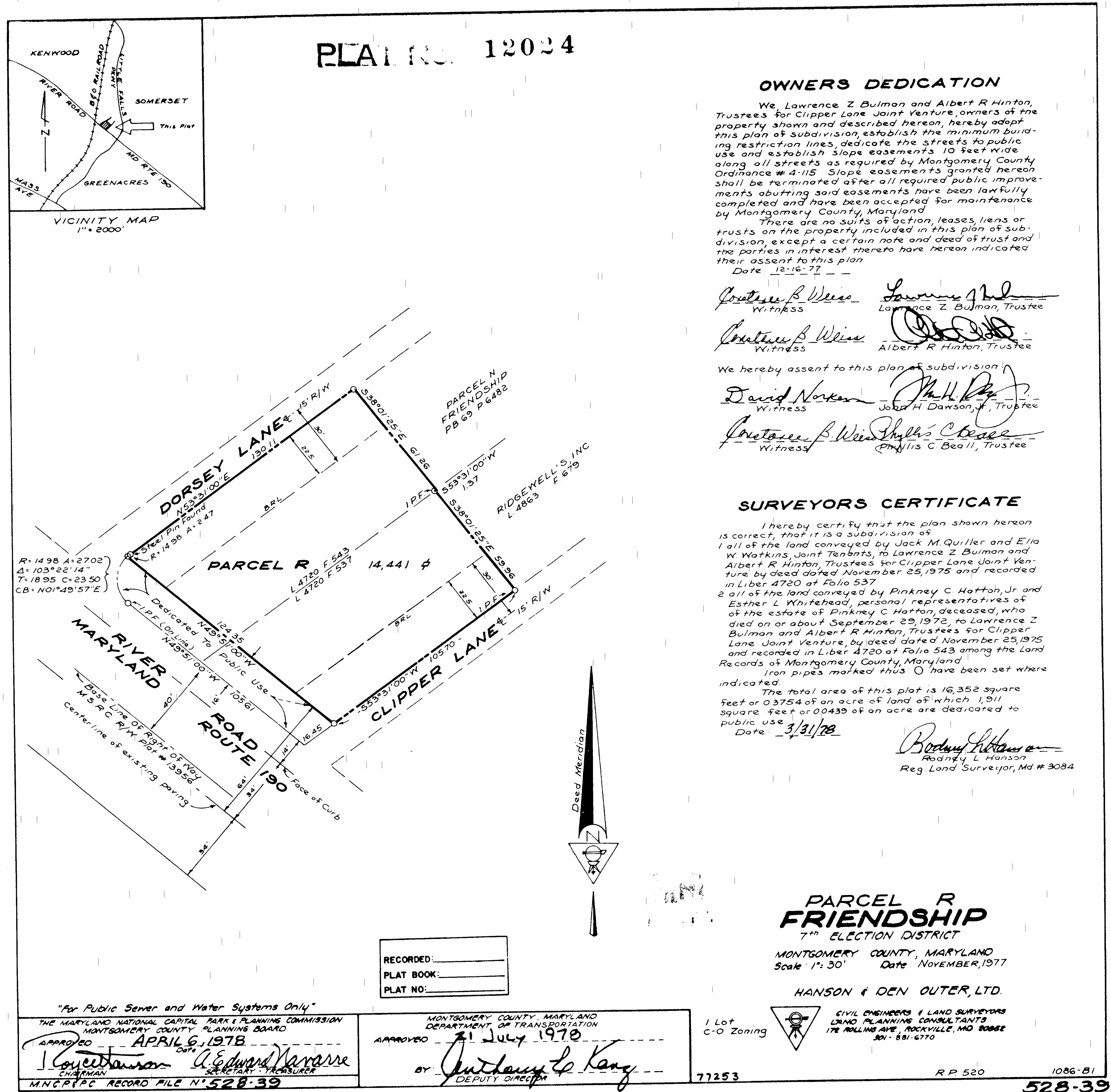


EXHIBIT D

MCDOT Agency Review Letter



DEPARTMENT OF TRANSPORTATION

Marc Elrich
County Executive

Christopher R. Conklin
Director

March 17, 2025

Mr. Adam Bossi, Planner III
Downcounty Planning Division
The Maryland-National Capital
Park & Planning Commission
2425 Reddie Drive, 14th Floor,
Wheaton, MD 20902

RE: Preliminary Plan Letter
Plan No. 120250110
Friendship Parcel 210 (Ridgewells Catering)

Dear Mr. Bossi:

We have completed our review of the revised Preliminary Plan uploaded in eplans on January 7, 2025. The Development Review Committee reviewed the plan at its February 25, 2025, meeting. This plan will be heard tentatively on June 05, 2025, Planning Board meeting. We recommend the approval of the plan, subject to the following comments:

Preliminary Plan Significant Comments

1. Dorsey Lane and Clipper Lane:

The Master plan of Highways and Transitways refers to Clipper Lane as a Town Center street that runs for approximately 300 feet from River Road and ends approximately halfway along the property boundary with Clipper Lane.

Based on the Professional Land Surveyor certified letter dated December 30, 2024, by MHG, it was determined that no deed or plat reference existed reflecting the dedication of Dorsey Lane or Clipper Lane to public use. Therefore, both alleys have operated as private alleys over time. Per the Land Records of Montgomery County, Maryland, both the alleys provide access for the abutting properties, existing buildings and their associated parking areas and being maintained by the surrounding property owners.

As both alleys are privately maintained and the subject property does not front any public right-of-way, the applicant is not responsible for any improvements within the right-of-way.

Office of the Director

101 Monroe Street 10th Floor · Rockville Maryland 20850 · 240-777-7170 · 240-777-7178 FAX

www.montgomerycountymd.gov

Located one block west of the Rockville Metro Station

Mr. Adam Bossi
Preliminary Plan No. 120250110
March 17, 2025
Page 2

Thank you for the opportunity to review this preliminary plan. If you have any questions or comments regarding this letter, please contact Deepak Somarajan, our Development Review Team for this project, at deepak.somarajan@montgomerycountymd.gov or (240) 777-2194.

Sincerely,

Deepak Somarajan, Engineer III
Development Review Team
Office of Transportation Policy

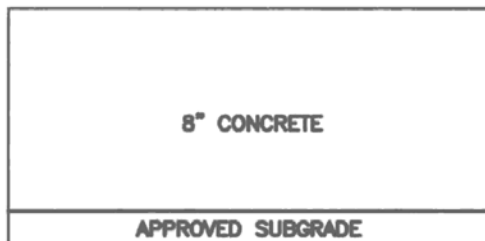
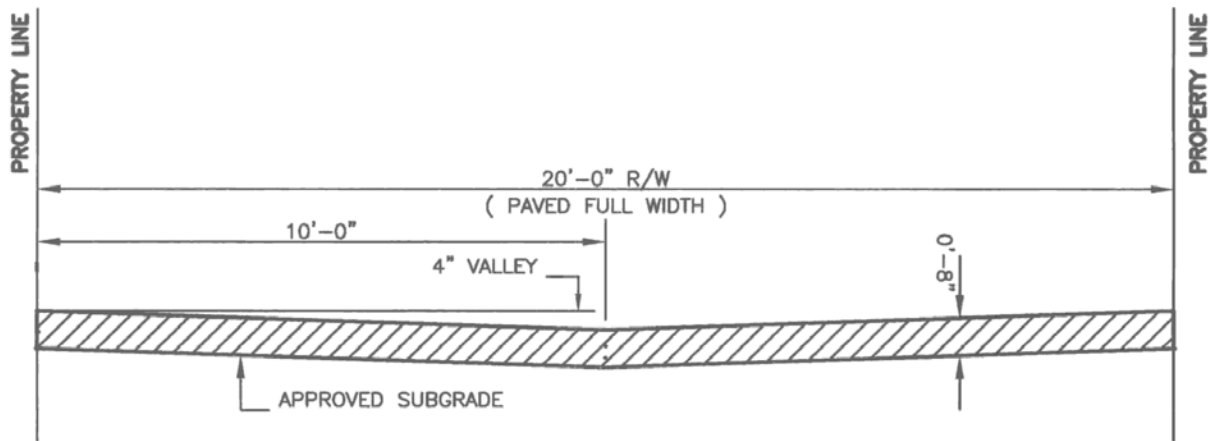
M:\Subdivision\Deepak\Preliminary Plan Plan\120250110-Friendship Parcel 210 (Ridgewells Catering) \Letter\120250110-Friendship Parcel 210 (Ridgewells Catering)-Prelim Plan Letter

cc: SharePoint\Correspondence Folder FY'25

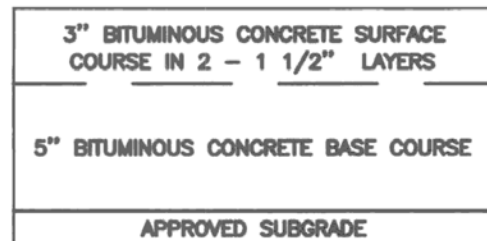
cc-e: Patrick LaVay	MHG
Kyle Hughes	MHG
Christopher Ruhlen	Lerch, Early & Brewer, Chtd.
Kwesi Woodroffe	MDSHA District 3
Atiq Panjshiri	MCDPS RWPR
Sam Farhadi	MCDPS RWPR
Mark Terry	MCDOT DTEO
Rebecca Torma	MCDOT OTP

EXHIBIT E

Montgomery County Commercial Alley Section MC-201.91




PRIMARY PAVING



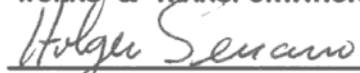
ALTERNATE PAVING

GENERAL NOTES


1. REFER TO MARYLAND STATE HIGHWAY ADMINISTRATION SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
2. EXPANSION JOINT MATERIAL SHALL BE PLACED ALONG THE PROPERTY LINE WHEN ABUTTING CONCRETE STRUCTURES.
3. EXPANSION JOINT MATERIAL SHALL HAVE A MAXIMUM LONGITUDINAL SPACING OF 100 FEET. THE MATERIAL SHALL BE 1/2 INCH PREFORMED CORK, TRIMMED AND SEALED WITH NON-STAINING, TWO-COMPONENT POLYSULFIDE OR POLYURETHANE ELASTOMERIC TYPE SEALANT COMPLYING WITH ASTM-C920. 
4. SCORE THE CONCRETE TO A DEPTH OF 1/3 THE SLAB THICKNESS TO PROVIDE WEAKENED PLANE TRANSVERSE JOINTS AT 10'-0" MAXIMUM INTERVALS.

APPROVED 14 APR 06
DATE

 DIRECTOR, DEPT. OF PUBLIC
WORKS & TRANSPORTATION


 CHIEF, DIV. OF CAP. DEV.

REVISED

 ASTM-C920 4/2006MONTGOMERY COUNTY
DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

COMMERCIAL ALLEY

STANDARD NO. MC-201.01

Attachment F

CAPITAL DISTRICT 208

7 JUL 2025 PM 2 L



FROM:

ELAHE ARFAIAN

5101 RIVER RD

APT # 1017

BETHESDA MD. 20816

TO

Chair Artie Harris
Montgomery County Planning Board
2425 Reelie Dr.
Wheaton, MD 20902

20902-467625



REGNO

No
Ridgewells Catering
Expansion
(Friendship Parcel 210)

From: [Sara Batmanglich](#)
To: [Bossi, Adam](#)
Subject: Ridgewells Renovation
Date: Monday, August 18, 2025 10:08:48 AM

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Dear Mr. Bossi,

I am a resident and apartment owner in The Kenwood, the building which backs up directly onto the Ridgewells complex. My unit is in the back of the building which means I am intimately familiar with all of the associated sounds and smells that emanate from the area, especially seeing as through I am already woken up several times a week by deliveries and/or trash collection in the early hours. I am deeply concerned by the recent news that the site will be renovating and expanding, especially that they are seeking to do so without consultation and accountability vis a vis current noise infractions and consistent blatant disregard of the fact that they co-exist with a residential building.

Given this co-existence, we have a right to be informed of and consulted in the forthcoming plans, and should also have a right to our legitimate concerns being taken into account and, wherever possible, addressed.

Thank you for your attention to this matter in the upcoming meeting,
Sara

Attachment F

CONSTRUCTION NOISE
INCREASE CAPITAL DISTRICT 208
OPERATION NOISE
RODENTS 3 JUL 2025 PM 3 L
UNDERGROUND STABILITY



**Dog Bite
Awareness**



TO

Chair Artie Harris
Montgomery County Planning Board
2425 Reddie Dr.
Wheaton, MD 20902

FROM

Mr. Peter Bluestein
5101 River Rd., Apt. 1004
Bethesda, MD 20816

0902-467625



REGKID

No
Ridgewells Catering
Expansion
(Friendship Parcel 210)

From: [Catalina Dutrey](#)
To: [Bossi, Adam](#)
Subject: Plan # 120250110 for Ridgewells Catering
Date: Wednesday, June 18, 2025 10:32:00 PM

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Dear Mr. Bossi,

I'm a tenant and owner of an apartment at the Kenwood condominium, 5101 River Rd. Bethesda, Maryland; my apartment looks into the Ridgewells Catering facilities and for this reason I write you to totally oppose this new acquisition by Ridgewells Catering it is totally unacceptable, this food facility should not be at the present location in the middle of a neighborhood, it is a focus of infection for the school next to them and for us the people at this 19 floors condominium that we have to put on with the garbage; potential Mice and Rats; the trucks noise day and night; traffic congestion with our delivery parking space plus the pollution and cooking odors at any time.

Please help our community at the Kenwood condominium and don't allow this additional space to Ridgewells, this type of food company cannot be in the middle of a neighborhood with homes, condominiums and next to a school.

I also enclose some photos taken from my home balcony where you can see the area in question, it is right in front our building balconies and windows where the Ridgewells company has an open trash and parking area.

Many thanks for your help,

Catalina Dutrey-Chiarella
The Kenwood condominium
Apt. 1803









Created on: 6/20/2025 8:27 PM

Received Email

patrick fortier

Closed

Ridgewells expansion

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Dear Artie Harris,

I am an owner at the Kenwood condominium. Please do not allow the Ridgewells expansion. It is already very loud and at early hours. We have a mice problem at the Kenwood, I believe that Ridgewells plays a very big part in that problem.

Sincerely,

Patrick Fortie

From: [David Friscic](#)
To: [Bossi, Adam](#)
Cc: [David Friscic](#); [Thomas Goodwin](#)
Subject: SEVERE OBJECTION TO ANY EXPANSION
Date: Friday, June 20, 2025 12:58:54 AM

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Hello Adam Bossi at Montgomery Planning:

We live at the Kenwood Condominium Building and we severely object to any expansion of Ridgewells facilities.

We have endured excessive noise, odors, the smell of rotting garbage, and possible vermin from your unendurable facilities.

Please do not add to the commercial crassness that has overtaken our neighborhood and stop any consideration of any expansion immediately.

Ridgewells has been a nuisance for years waking us up while ill and sleeping --- and ruining many ostensible nice nights on our patio with the deplorable noise of motors and electrical equipment running. Ridgewells is already harming hundreds of lives.

Enough is enough . Stop any thoughts of expansion immediately and consider moving your entire facility elsewhere .

David Friscic

Thomas Goodwin

Owners of property at the Kenwood Condominium located at 5101 River Road, 20816.

From: +1 561-213-5433 (Unverified) <noreply@skype.voicemail.microsoft.com>
Sent: Tuesday, July 15, 2025 1:48:19 PM
To: Bossi, Adam <Adam.Bossi@montgomeryplanning.org>
Subject: Voice Mail (47 seconds)

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Hello, this is Elizabeth Handy Calling. I own commercial property in the area, but I also own property in the Kenwood condo. And the biggest challenge from the Kenwood is the noise. If that could be restricted when the Ridge Wells does expansion I don't think it will be such a problem, but because this is a mixed-use, the noise is horrible. You can reach me anytime 561-213-5433. Thank you.

From: [Eve Katz](#)
To: [Bossi, Adam](#)
Subject: Fwd: Ridgewells caterers plans
Date: Monday, August 11, 2025 7:47:17 AM

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Begin forwarded message:

From: Eve Katz <egkatz1@verizon.net>
Subject: Ridgewells caterers plans
Date: August 11, 2025 at 7:37:59 AM EDT
To: councilmember.friedson@montgomerycountymd.gov, mcp-chair@mncppc.org, adam.bossi@montgomeryplanning.org

Gentlemen:

I join the hundreds of residents of the Kenwood Condominium at 5101 River Road in Bethesda to request/demand a Site Plan and mitigation of all the code infractions prior to approval of Ridgewells (5525 Dorsey Lane, Bethesda) Preliminary Plan.

Thank you for your consideration and action on this.

Eve Katz

Created on: 6/24/2025 6:29 PM

Received Email

Email

from:

Pedro Labarca

Closed

Objection to Ridgewells Expansion (Friendship Parcel 210)

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Dear Chair Harris and Mr. Bossi,

I am writing as a resident of the Kenwood neighborhood to express strong opposition to the proposed expansion of Ridgewells Catering at Friendship Parcel 210.

This expansion would significantly disrupt the quality of life in our residential community. The proposed increase in production space raises serious concerns about:

Increased truck traffic and congestion in an already heavily used area

Greater noise pollution, including during early mornings and late nights

Cooking odors and light pollution affecting nearby homes

The potential rise in pests, including mice and rats

Additional garbage and strain on local infrastructure

Extended demolition and construction disruption

This location sits adjacent to a residential neighborhood and is not suited for an expanded industrial operation of this scale. We urge the Planning Board to reject this proposal and prioritize the health, safety, and livability of the surrounding community.

Sincerely,

Pedro Labarca

Apt 416

5101 River Road

Bethesda, MD 20816

Created on: 6/23/2025 6:25 PM

Email

from:

Nikki Lak

Closed

Objection to Proposed Expansion – Ridgewells Catering, Friendship Parcel 210 (June 26, 2025 Hearing)

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Dear Chair Harris,

I am writing as a resident of Kenwood Condominium to express my strong objection to the proposed 18,805-square-foot expansion of the Ridgewells Catering facility (Friendship Parcel 210), scheduled for hearing on June 26, 2025.

While I understand the importance of supporting local businesses, the proposed expansion raises a number of serious concerns that would negatively impact our residential community. These include:

- Increased traffic and congestion on already burdened local roads
- Elevated noise from delivery and industrial trucks
- Intensified light pollution, particularly during early morning or evening hours
- Strong cooking odors permeating the surrounding area
- Greater potential for rodent issues due to food production waste
- Additional strain on community infrastructure
- Increased garbage and waste output
- Added heat from larger operations, further warming our local environment
- Months of demolition and construction noise, dust, and disruption
- A general incompatibility with the residential character of our neighborhood

This proposal threatens to undermine the quality of life for surrounding residents. I urge the Planning Board to carefully consider these community impacts and reject the proposed expansion.

Thank you for your time and for your commitment to responsible planning for our county.

Sincerely,
Ms. Nikki Lak, LCSW-C

Kenwood Condominium
5101 River Road, Apt. 1207
Bethesda MD 20816

From: [Tannaz Rahman](#)
To: councilmember.friedson@montgomerycountymd.gov; [MCP-Chair](#); [Bossi, Adam](#)
Subject: Requests regarding the Ridgewell building plan
Date: Monday, August 18, 2025 7:21:16 AM

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

To: Andrew Friedson, Artie Harris, Adam Bossi

I write as a unit owner at The Kenwood Condominium to request that Ridgewells be held accountable for being in line with the Westbard Sector Plans as its operations affect the quality of life of residents at The Kenwood who face the west side of our building.

Prior to approval of Ridgewells' Preliminary Plan by the Planning Board, Ridgewells should be required to

- share a Site Plan in conjunction with its redevelopment plan,
- have a community meeting to include input from The Kenwood Condominium residents,
- address all local code requirements.

To the extent that Ridgewells' operations affect quality of life at The Kenwood, The Kenwood also needs a construction agreement with Ridgewells with regard to its use of Clipper Lane.

Thank you for your consideration. A Kenwood Condominium committee of "Concerned Residents" stands ready to answer any questions and/or to address any comments with more details.

Respectfully,
Tannaz Rahman

Created on: 6/19/2025 3:40 PMEmail

from: examq@comcast.net

ClosedFriendship Parcel 210 Ridgewells

EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Chair Artie Harris
Montgomery County Planning Board

Dear Chair

We are writing on behalf of many unit owners who are already fed up with Ridgewells being at our doorstep.

We already have to endure the 24/7 noise, food smells, truck traffic, heat pollution, light pollution, trash, trash compactor, the ugly sights, and the mice and rat overflow that continually attack our building.

This corridor on River Road is residential with light industry. More residential square footage is being added to the mixed use.

Allowing Ridgewells to take parking lot buffer zone and turn it into 18,850 square feet of food preparation would exponentially, and I mean exponentially increase the already untenable conditions behind our apartment building, The Kenwood Condominium.

Ridgewells is producing a HEAT Island on River Road. Ovens running 24/7, tons of heat released, releasing tons of heat in the summer months when DC is already sweltering.

Ridgewells is producing a Noise island with trucks and whirling trash compactors and loud dock people. Ridgewells is producing a vermin Island with mice and rats attacking our perimeter.

Ridgewells is assaulting us with food smells 24/7. You cannot be serious in considering approval of them expanding their production into a buffer zone. We strongly urge you to put people over Ridgewell profits for the homes and apartments on either side of it. No to the Ridgewells expansion.

Deborah Scheinberg
Jerry Scheinberg

ear Sir/madam

CAPITAL DISTRICT 208

from: Kenwood



Please help us
please do not give
blanket permission
to expand this
establishment. There
is already too much
noise, too much
smell, etc.

If it must go through
then please ask them
to build a sound barrier
between Kenwood and
limit hours of truck traffic from 7am to 10pm (latest)

TO

Chair Artie Harris
Montgomery County Planning Bd
2425 Reedie Dr.
Wheaton, MD 20902



CAPITAL DISTRICT 208

Attachment F



For these reasons
I oppose the intended
extension of Ridgewell -
- more traffic / trucks
- more noise
- more food odors
- mice + rats
- Humiliation
- Construction
noise ...

TO

Chair Artie Harris
Montgomery County Planning Bd
2425 Reedie Dr.
Wheaton, MD 20902



Please be
realistic!

We don't need more
congestion, noise,
odors, rodents

E.A. Schapiro
5101 River Rd
#604
Bethesda, MD 20816

TO

Chair Artie Harris
Montgomery Cty Planning Board
2425 Reedie Dr.
Wheaton, Md 20902



No
Ridgewells Catering
Expansion
(Friendship Parcel 210)

No
Ridgewells Catering
Expansion
(Friendship Parcel 210)

No
Ridgewells Catering
Expansion
(Friendship Parcel 210)

From: +1 856-207-6879 (Unverified) <noreply@skype.voicemail.microsoft.com>

Sent: Wednesday, June 18, 2025 8:16 PM

To: Bossi, Adam <Adam.Bossi@montgomeryplanning.org>

Subject: Voice Mail (2 minutes and 4 seconds)

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

This message is for Adam Bazi, the plan reviewer for the Friendship Parcel 210 Ridgewell Catering. I live at 5101 River Rd., the Kenwood Condominium, Apt 1513, and I can tell you that we already have environmental impacts and on the Ridge Wells Catering, we have noise pollution, we have light pollution. We have noise with trucks backing up at 5:00 AM in the morning. We have the overflow of rats and mice from the production area that try to get into our building and we have had problems with mice. We are sure that the mice are coming from the food production right on our doorstep. They have a trash compactor that they move periodically full of garbage underneath. They are not particularly a good neighbor. We do not want to have the impact of more traffic. We do not want to have the impact of trucks. We do not want to have the impact of our infrastructure being damaged. We do not want to have the light pollution. We do not want to have the odor, increased odors from the cooking that invade our apartment. We are a residential area nestled between a very light industry, including shops and stores and so forth. And this is just antithetical to the way that it should be developed here on River Rd., where you're getting more and more residential apartments being built and senior housing. This needs to be stopped. My name is Deborah Sheinberg, 856-207-6879. Thank you.

From: [JUDITH SPARROW](#)
To: [Bossi, Adam](#)
Cc: [Seymour Club](#)
Subject: Ridgewell expansion
Date: Thursday, June 19, 2025 2:26:35 PM

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Dear Mr Bossi:

Regarding the expansion of Ridgewells buffer corridor alongside The Kenwood Condominium (5101 River Rd), I agree with the comments you received from Deborah and Jerry Scheinberg.

To summarize: living next to Ridgewells means the residents of the Kenwood Condo must endure 24/7 noise, truck traffic, food smells, enormous amounts of trash, rats and mice which are attracted to the trash overflow.

Allowing Ridgewells to take the parking lot buffer zone and turn it into 18,850 square feet of food preparation would exponentially, and I mean exponentially, increase the already untenable conditions behind our apartment building, The Kenwood Condominium.

Please think carefully in considering approval of this 18,850 square foot expansion of the buffer zone. Put people over Ridgewells profits!

Vote NO to Ridgewells expansion.

Judith Sparrow
Unit 1215
Kenwood condo

Judy Sparrow
Sent from my iPhone

From: wright1981@aol.com
To: [MCP-Chair](#); [Bossi, Adam](#)
Cc: [The Kenwood Condominium](#)
Subject: Ridgewells Catering Application - June 26, 2025 Friendship Parcel 210
Date: Saturday, June 21, 2025 3:15:32 PM

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

As a former City Plan Commissioner of Dallas, Texas who now lives in the Kenwood Condominiums nextdoor to Ridgewells, I am appalled at the multiple Code Violations and lack of enforcement in regard to the operation of a large food manufacturing and distribution center 50 feet away from a Multi Family Building of 300+ residents. From the moment I moved in a year ago, I began writing the Montgomery County government departments in regard to correcting Ridgewells negligence. Ridgewells has been a terrible neighbor to The Kenwood. Here are just some of the violations that need to be rectified BEFORE any expansion should even be considered.

1. Between Ridgewell's and The Kenwood Condominiums which have been here since 1970s is a legal sign posted by Montgomery County Government establishing the area surrounding The Kenwood Condominiums as "**noise sensitive area**" with reduced decibel level settings. There is NO enforcement.
2. **The Refrigeration Parking Bays** for Ridgewells delivery trucks are ALL situated on the east side of Ridgewell's less than 50 feet from The Kenwood residences. Thus, all night long after returning from Washington parties the catering trucks are beeping in reverse and then hooked up to refrigeration generators that far exceed decibel standards and are deafening all night long. The west side of Ridgewells should be the location of these parking and refrigeration bays, so that residents sleep is undisturbed. The west side has fueling stations and industrial uses, not multi family.
3. **The antiquated, noisy, and overly large refrigeration generators for Ridgewells**, again, sit less than 50 feet from The Kenwood Condo bedrooms. They are the size of two large moving truck trailers. This unenclosed, out dated equipment has no soundproofing blankets, fencing or shielding to reduce noise. They should have been installed on the west side, as they produce constant, unnecessary loud noise all night long. Additionally, there are outdated rooftop fans adding to the noise throughout the night.
4. **Blinding Lights on top of Ridewells two Buildings are NOT hooded nor shielded per code** and are directly facing the entire west side bedroom windows of 150 residences of the Kenwood. We have ALL had to get blackout curtains which cannot block all of the blinding light throughout the night. These are NOT security lights and there is no need for these antiquated lighting to remain while disturbing the sleep of multi family residents.
5. **Cooking Food smells from preparing large vats of chicken and meats is NOT properly filtered , circulated, or contained** within Ridgewells kitchen sites and seeps into the residences at The Kenwood throughout the night and day. There are updated methods of containing such industrial food smells which should be required and enforced by Montgomery County in consideration of the multi family residences which have been in pplace since 1970s. The smells are disgusting and invade our condos constantly, even when the windows are closed.
6. **Clipper Lane - Ridgewells continually uses this public street as their personal driveway.** Kenwood residents, moving trucks, and deliveries are regularly blocked from

entering our deeded parking/loading area due to Ridewell's allowing food delivery trucks to park in the middle of Clipper Lane while unloading huge amounts of inventory to Ridgewells. throughout the day and late in the evening. Additionally, trash is piled outside of Ridgewells on Clipper Lane, which has caused a regular rat problem at The Kenwood Condominiums. All of this should be on the west side of their property towards the industrial side, not the multi family side.

The residents of The Kenwood Condominium are in the legal notification area and should have received more than a vague postcard notice in regard to this re--zoning application. In my opinion, no entity should be granted an expansion until they have been required to bring their present facilities and operations up to today's codes, particularly in consideration of sitting immediately adjacent to a multi family resident building. The right to live peacefully in one's residence should take precedence over Ridgewells' negligence in failing to update their equipment to meet today's requirements, and making an intentional decision to place all the noisy generators, refrigeration machines, and refrigeration truck parking next to The Kenwood instead of on the west side of their site. It is a challenge when residential and industrial abut, but Ridgewells has done NOTHING to mitigate any of the above issues for the residents trying to sleep and live at The Kenwood Condominiums.

I hope the Commission will carefully consider all the information I have provided when considering Ridgewell's application on JUNE 26, 2025. I received no help from Gretchen Eckstrom or Steve Martin when I submitted these many complaints from me and other residents of The Kenwood last year.

Respectfully,

Claire W. Stanard
5101 River Road, #1005
Bethesda, MD 20816
972-742-3670
wright1981@aol.com

From: wright1981@aol.com
To: [Bossi, Adam](#)
Cc: [The Kenwood Condominium](#); thekenwoodnotify@buildinglink.com
Subject: Ridgewells Catering Application - Preliminary Plan #120150110
Date: Thursday, July 17, 2025 5:18:44 PM

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

I am writing in regard to the above referenced Application by Ridgewells Catering. I have attempted to review the actual plans for this site, but have been unable to find them online except for a drawing of a proposed two story building on Clipper Lane of approximately 18,000+ sq. ft. Please direct me to their actual building plans, as this has negative impacts on the surrounding multi family area.

I am shocked, that on your notification list only two names were associated with The Kenwood Condominiums - Alan Doyle, President and Michael Maloney of CFM Managment. Of ALL the people who SHOULD be notified, why weren't every owner at The Kenwood Condominiums who are within 50 feet of the project and living in a multi family dwelling next door to a industrial cooking plant. This should never been allowed in the first place. The Kenwood Condos were built in 1967, and Ridgewell's didn't move in until 1987. As I wrote in a prior letter to you, Ridgewell's has been a terrible neighbor to the owners and residents of The Kenwood with no consideration of having an industrial food manufacturer allowed to be installed next door to a multi family dwelling unit.

Now that the area is becoming more multi family than industrial, accomodations to Ridgewell's palsn should be made in consideration of the residents at the Kenwood and the fact that this is an established 'noise sensitive" area.

- (1) Have a community meeting where the residents of the Kenwood are notified in advance and can give input. This affects 50% of The Kenwood Residents who live on west side.
- (2) Insist that Ridgewell's during this renovation move their loading dock to Dorsey Lane side instead of on Clipper Lane. On Dorsey, there would be no impact to sleeping and noise throughout the evening, on Clipper, the noise all night from beeping trucks, refrigerator generators, and outdated roof equipment is constant and disturbs ability for residents to sleep.
- (3) Insist that Ridgewell's move their trash bins to Dorsey Lane west side, not directly next to multi-family building without being screened or protected. They are open to animals and the elements and have produced rat infestations at The Kenwood.
- (4) Insist that Ridgewell's update their rooftop air conditioning and refrigerator generators to have noise blanketing, be screened, and renovated to mitigate the constant noise on the east side of their building which directly negatively impacts the right to dwell peacefully in a multi family building which was built long before Ridgewell's.
- (5) Insist that Ridgewell's outside refrigeration areas be moved to the west side where they will not generate noise 24/7 a few feet from a multi family condominium building. Of, that sound barrier screenngs be erected completely surrounding the refrigeration areas and generators to mitigate the noise.
- (6) Insist that Ridgeewell's not allow any of their delivery trucks when returning at night to utilize the reverse beeping after 10:00 pm at night. This goes on up to 2:00 a.m. and begins agains in the early morning.
- (7) Insist that ALL deliveries to Ridgewell's be on the west side of the building on Dorsey, so

that residents of The Kenwood do not have to listen to all night deliveries and early morning deliveries outside of their bedroom windows. This is the least Ridgewell's can do in their new plans. There is no reason since they already have another building on Dorsey, that they cannot use that side for their deliveries and refrigeration trucks, as well. Ridgewell's is using Clipper Lane as their private driveway all night long.

(8) Insist that the LIGHTS on top of both Ridewell's buildings be hooded and shielded by Code in keeping with operating next to a multi family building. These lights shine directly into bedroom windows all night long and do NOT function as security lights in any way. The light should be directed downward, not towards condominium windows.

(9) Insist that an updated filtering system be installed mitigating the constant food smells which seep through the windows constantly at the west side of The Kenwood.

(10) Insist that the 2025 Codes for Industrial Catering Facilities be followed today in conjunction with this application.

The residents of the Kenwood have not been notified of the plans or the extent of this renovation and should be able to have a direct voice into the matter as the primary people impacted - over 350 people nextdoor. I am shocked that the Montgomery County Planners would approve this as is. It was not enough to merely notify the Board President and the Management Company owner. We have all been caught off-guard at the last minute in regard to this major renovation and there is little information available on your website as to what is planned. Please advise long before the September 4, 2025 Hearing Date.

Respectfully,

Claire W. Stanard
5101 River Road #1005
Bethesda, MD 20816
972-742-3670

From: wright1981@aol.com
To: councilmember.friedson@montgomerycountymd.gov; MCP-Chair; Bossi, Adam
Subject: Ridgewells Catering Application - Preliminary Plan #120150110 - Kenwood Residents Major Complaints
Date: Monday, August 11, 2025 2:29:13 PM
Attachments: [TheKenwoodRequirementsOfRidgewells.doc.docx](#)

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

TO: Councilmember Friedson, Chair Artie Harris, and Adam Bossi (Planner):

As a former City Plan Commissioner in Dallas, Texas who moved to The Kenwood Condominiums fairly recently, I was surprised at the lack of light industrial code compliance being enforced in regard to Ridgewells facility next door. The lack of sanitation, lack of noise mitigation, unshielded lights shining into bedroom windows, lack of pull off delivery areas, unscreened antiquated noisy refrigeration equipment, and non-compliant fire lanes being continually blocked by unattended trucks. The residents have complained directly to Ridgewells for 40 years, but the pleas of the tax paying owners and residents of The Kenwood have been continually ignored. With the upcoming hearing on September 4 by the Montgomery County Planning Board and the application to build a new 18,805 sq. ft. building, now is the time that the voices of Kenwood residents have input into the new design of the facility. The Kenwood Condos were built in 1967, and Ridgewells didn't move to this location until approximately 1985.

I was equally shocked, that on the notification list of the application in January 2025, only two names were associated with The Kenwood Condominiums - Alan Doyle, President and Michael Maloney of CFM Managment - Doyle has not lived at The Kenwood for over ten years and Maloney was a deceased director of a former management company. The residents were blindsided when we received a cursory postcard in June 2025. Of all the people who SHOULD have been notified in conjunction with the initial application of a Preliminary Plan it is the 500 residents in the 300 condos of The Kenwood. And to add insult, Ridgewells is claiming they do not need to submit site plans for approval or mitigate the violations in their new plans, because they are not increasing their building footprint more than 10%. This is clearly intentional to avoid having to accommodate a multi family high rise condominium building of 300 residences who share a property line with Ridgewells.

Now that the area is becoming more multi family than industrial, modifications to Ridgewells building plans should be made in consideration of the residents at the Kenwood and the fact that this is an established 'noise sensitive' area in the Westbard Sector plan.

- (1) Need a community meeting where the residents of the Kenwood are notified in advance and can give input. This affects 50% of The Kenwood Residents who live on west side - 250 people in 150 of the 300 residences at The Kenwood.
- (2) Insist that Ridgewell's during this renovation move their loading docks to Dorsey Lane side instead of on Clipper Lane. On Dorsey, there would be no impact to sleeping and noise throughout the evening, on Clipper, the noise all night from beeping trucks,

refrigerator generators, and outdated roof equipment is constant and disturbs ability for residents to sleep.

(3) Insist that Ridgewell's move their trash bins to Dorsey Lane west side, not directly next to multi-family building without being screened or protected. They are open to animals and the elements and have produced rat infestations at The Kenwood.

(4) Insist that Ridgewell's update their rooftop air conditioning and refrigerator generators to have noise blanketing, be screened, and renovated to mitigate the constant noise on the east side of their building which directly negatively impacts the right to dwell peacefully in a multi family building which was built long before Ridgewell's.

(5) Insist that Ridgewell's outside refrigeration areas be moved to the west side where they will not generate noise 24/7 a few feet from a multi family condominium building. Of, that sound barrier screenngs be erected completely surrounding the refrigeration areas and generators to mitigate the noise.

(6) Insist that Ridgeewell's not allow any of their delivery trucks when returning at night to utilize the reverse beeping after 10:00 pm at night. This goes on up to 2:00 a.m. and begins agains in the early morning.

(7) Insist that ALL deliveries to Ridgewell's be on the west side of the building on Dorsey, (their other facility is on the west side of Dorsey Lane with a turn around area) so that residents of The Kenwood do not have to listen to all night deliveries and early morning deliveries outside of their bedroom windows. This is the least Ridgewell's can do in their new plans. There is no reason since they already have another building on Dorsey, that they cannot use that side for their deliveries and refrigeration trucks, as well. Ridgewell's is using Clipper Lane as their private driveway all night long, when it is a shared private road owned by both parties.

(8) Insist that the LIGHTS on top of both Ridewell's buildings be hooded and shielded by Code in keeping with operating next to a multi family building. These lights shine directly into bedroom windows all night long and do NOT function as security lights in any way. The light should be directed downward, not towards condominium windows.

(9) Insist that an updated filtering system be installed mitigating the constant food smells which seep through the windows constantly at the west side of The Kenwood.

(10) Insist that the 2014 Codes and Amendments for Industrial Catering Facilities be followed today in conjunction with this application and that code compliant Fire Lanes be established in conjunction with any renovations.

Tax paying property owners' quality of life at The Kenwood Condominium building have been detrimentally impacted for years. We are requesting the our County Councilman and The Planning Board required Ridgewells to submit a building site plan for approval by the Board with specifications on mitigations of all the violations cited and allowing input from the residents of The Kenwood Condominium.

Respectfully,

Claire W. Stanard
5101 River Road #1005
Bethesda, MD 20816
972-742-3670

Ridgewells Catering Application – Preliminary Plan #120150110 – The Kenwood Requirements:

1. Site Plan (building plans and specs) subject to approval by Planning Board and presented to The Kenwood residents for input prior to submission.
2. Deliveries, trash pick-up, and refrigeration trucks located on Dorsey Lane (west side of building) instead of on Clipper Lane to avoid impacts to Kenwood Resident's sleeping and in location where there is a turn around.
3. Pull off parking spaces for ALL delivery trucks
4. Per 2014 Code and Amendments – all trash bins closed, covered and screened
5. Per 2014 Code – All food cooking exhaust fumes contained within facility
6. Per 2014 Code - All rooftop air conditioning units moved towards Dorsey and screened, with noise cancelling blanketing.
7. All refrigeration generators and equipment contained' within the facility' to mitigate noise and placed on north side of building or on Dorsey side where there is no one sleeping at night.
8. Per 2014 Code - All outdoor lighting hooded and shielded with lighting facing downward so there is no spillover light beaming into Kenwood residences bedrooms.
9. Loading of Ridgewells truck fleet and refrigeration hook ups situated on Dorsey Lane side of building to mitigate early morning noise infractions for school deliveries, etc.
10. Per 2014 Code – Require building setbacks that provide space for planting of canopy trees to mitigate heat island effect at Ridgewells site. Westbard Sector mandates for redevelopment
11. Per subdivision regulations in Chapter 50 – Clipper Lane is designated a “private road” and thus a “private road must be built to the construction specifications of the corresponding public road” and “remain open and unobstructed for use at all times as part of the project's common area.” Presently delivery trucks and sanitation trucks cannot turn around to exit and have no pull off delivery parking so Clipper Lane is constantly obstructed, affecting fire safety regulations and access to The Kenwood's loading dock. Requires two direction movement.
12. Clipper Lane is not configured to be a legal Fire Lane, as it must be for Kenwood and Ridgewells safety, because it cannot accommodate an official fire engine vehicle – there is no turn around area and the private road is not wide enough, per fire lane standards.
13. The Westbard Sector Plan of 2015/2016 (the Master Plan for our area) mandates that “Preserving compatibility with adjacent residential uses and ensuring appropriate transitions at the edges” must be adhered to in every industrial design decision abutting a multi-family building. The present operations on Clipper Lane do not consider The Kenwood residents.
14. Good Neighbor Construction Policy agreement between The Kenwood and Ridgewells with restricted hours of construction (none after 5:30 pm), none on Sunday, avoidance of obstruction of Clipper Lane traffic, construction and demolition equipment not on Clipper, removal daily of all debris off site, all deliveries of building materials and new equipment on Dorsey, materials storage on Ridgewells property, security lights at construction site at night hooded, shielded and limited with guard on site, no encroachment onto east side of Clipper,
15. Reconstruction of Clipper Lane due to damage to present private road standards. Chap. 50

From: [Mary Bloch](#)
To: [Bossi, Adam](#); [MCP-Chair](#); councilmember.friedson@montgomerycountymd.gov
Subject: Re: Preliminary Plan Number 120250110 - Ridgewells Catering
Date: Thursday, August 14, 2025 4:36:31 PM

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Hello all,

I am writing again in furtherance of my previous email regarding Ridgewell's planned alterations to their building. Now that more detailed information has been provided that they are seeking an addition to their existing building structure as I understand it - I still would like to voice my opposition to the plans. I own my condo at the Kenwood Condominium building located at 5101 River Road, Unit 1113, Bethesda, MD 20816. My unit faces Ridgewells. I won't reiterate all of my issues from my initial email but will add that the facilities already have non-compliant sanitary conditions creating rats and mice infestations (unscreened dumpsters); chronic noise violations due to antiquated refrigeration equipment (uncontained); middle of the night deliveries, dumpster pickups and returning Ridgewells trucks with constant noise whether it be beeping for being in reverse or just overall noise; uncontained/unfiltered food smells; and again chronic blocking of Clipper Lane due to lack of delivery parking - which again our building has an entrance that children use when returning from school and adults when walking from the trail or in the area. If they are to add this will only add to this already long list of issues that exist. I ask you to deny their request for expansion.

Regards,

Mary Viguie

On Fri, Jun 20, 2025 at 12:16 PM Mary Bloch <mmviguie@gmail.com> wrote:

Hi Adam and and Planning Board,

I received a notification card in the mail regarding the above referenced plan number. I own my condo located at 5101 River Road and my balcony faces the Ridgewells catering site. I was hoping you could provide a bit of clarification for exactly what Ridgewells plan is to expand. As it currently stands, it appears there is no room for expansion. In addition, please take this as my notice that I am deeply opposed to any expansions added to the area for Ridgewells for the reasons below:

1. The area back here is extremely overcrowded. From what I could see on the postcard it appears maybe they will be knocking down the little brick building to add a newer building there. If I have that correct, that will remove parking for about 30 employees

cars (parked in tandem) that are parked in front of the little building. Their employees don't seem to have enough room to park and often park in the church parking lot and down the little hill for Clipper Lane.

2. In addition, our extra parking lot (which is gated) and our loading dock also require the use of Clipper Lane. Watching cars and delivery trucks for our building come up this little road while Ridgewells catering vans/trucks come up and down makes the area over congested and easily complicates deliveries to our loading dock.
3. Our building has an exit through our extra parking lot. Many people use it to walk to Whole Foods, the Capital Crescent Trail, and students walking back from school. It already is less than ideal with all the traffic from Ridgewells to add more makes no sense.
4. We also already have noise issues with their trucks. The trucks that they have now tend to back up Clipper Lane with the safety beeping since they are in reverse because there is nowhere for them to turn around. If what little employee parking they have is gone and more trucks need to come the noise factor will only increase.
5. I realize it seems like the expansion will include Dorsey Lane, however, that road is constantly overcrowded with the autobody cars being repaired as well.
6. Lastly, adding more space for production for Ridgewells just increases the amount of rodents and smells.

I hope you decline Ridgewells application for expansion as they already seem overcrowded in the space they have.

Thanks,

Mary Viguie

From: [C IRIBARREN \(External\)](#)
To: [Bossi, Adam](#)
Subject: Voice Mail (30 seconds)
Date: Friday, August 15, 2025 2:07:56 PM
Attachments: [audio.mp3](#)

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

adam this is carmen rivera and i left you a message i think it was yesterday or the day before i need to talk to you i live at the kenwood condominium which is next to the ridgewell's property i understand that you're the contact person for that i need to talk to you so please call me back 301-915-4193 thank you

You received a voice mail from [C IRIBARREN](#).

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)

From: [C IRIBARREN \(External\)](#)
To: [Bossi, Adam](#)
Subject: Voice Mail (27 seconds)
Date: Thursday, August 14, 2025 10:52:17 AM
Attachments: [audio.mp3](#)

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

hi adam my en dat gaan we niet die waren hij live at the canoe het condominiums next to the original properties and i have some questions for you that i would feel things that i would like to discuss with you about the ritz wells redevelopment or whatever they're calling it my number is 301-915-4193 thank you

You received a voice mail from [C IRIBARREN](#).

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)

From: [+1 301-768-2888 \(Unverified\)](#)
To: [Bossi, Adam](#)
Subject: Voice Mail (1 minute and 34 seconds)
Date: Monday, June 23, 2025 9:26:58 AM
Attachments: [audio.mp3](#)

[EXTERNAL EMAIL] Exercise caution when opening attachments, clicking links, or responding.

Mr. Bose. Adam Bose I am. My name is Jenny Fernandez. The telephone number is 301-768-2888. This is regarding I live in the canvas and I would like to speak to you regarding the expansion of rituals here, very close to where I live, the building. I hope this is not accepted because the ritual really have give us a lot of problem. We have food, others, we have trucks coming all the time and they, I have problems with them before because I live here in the Kenwood for many, many years and nothing has been done about it. And I do hope this, if you they don't expand the area where these people will be expanding, the business is going to be very, very bad for us who live here because ritual doesn't follow the rules. They have put a little notice there that they shouldn't make noises before 7:00 AM, but it's impossible to see that. So I would like very much if you can call me please. Thank you so much. Bye.

You received a voice mail from [+1 301-768-2888](#).

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

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