

Woodburn SubDivision 1990

14/51

SUBDIVISION

PROPOSAL:

Woodburn,

1-89249

Reviewed by HPL 1/90

By: A.E. Navarro
Secretary-Treasurer

.14/51

No funds required

OWNER: A. H. Millholland et al
ADDRESS: c/o William M. Canby, Esq.
Miller, Miller & Canby
200 Monroe Street
Rockville, Maryland 20850

GREAT SENECA EXTENSION
STREAM VALLEY PARK

SCENIC
EASEMENT,
WOODBURN/
BLUNT

NO FEE - MONTG. CO. MD.

RECORDS OFFICE
MONTG. CO., MD.

1977 JAN 24

EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT, made this 13th day of October, 1976, by and between GRACE BLUNT, ANTOINETTE HOPE MILLHOLLAND, PAUL MILLHOLLAND, CARY PARKER, and ELIZABETH D. SHERMAN, hereinafter called the "Grantors," and THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, hereinafter called the "Commission."

WITNESSETH

WHEREAS, the said Grantors are the owners in fee simple of the real estate hereinafter described located in Montgomery County, Maryland, and being part of that land situate in the Gaithersburg (9th) Election District known as "Woodbourne Farm," being parts of tracts of land known as "Chestnut Ridge," "Dorsey Meadows," "Thomas Hog Pasture," and "Benson Land," and is that property described in a Deed dated May 12, 1947 and recorded in Liber 1081 at Folio 203 among the Land Records of Montgomery County, Maryland, in which Elizabeth Blunt, Lewis G. Blunt, and William B. Millholland, Trustees under the Will of Lewis G. Blunt conveyed their interest to Antoinette Hope Millholland; containing 28.6 acres, more or less;

(See attached metes & bounds description which is herein made a part hereof.)

WHEREAS, the Commission is charged by Article 66D of the Annotated Code of Maryland with the acquisition, establishment, maintenance, and operation of a park system for those parts of the Metropolitan District lying within Montgomery County, Maryland; and

WHEREAS, the exact description of the hereinabove described land is to be governed by an independent survey by a registered surveyor as hereinafter provided; and

WHEREAS, it has been determined by the Commission that a scenic and conservation interest in the property owned by the Grantors described herein is a necessary part of said park system; and

RECEIVED AS TO SUFFICIENCY OF LEGAL FORM.
Date Dec 15th 76
No. by vs.
 (Sic.)
Att'y, Assoc., Dep., General Counsel

-2-

WHEREAS, the parties hereto have agreed that the fee simple ownership of said property should be retained by the Grantors subject only to the hereinafter mentioned conditions; and

WHEREAS, the Grantors are willing to impose upon their property the hereinafter stated conditions, limitations, and easements; and

WHEREAS, it is the intent of the parties that a servitude be placed upon the hereinabove described land which establishes perpetual control in the Commission to maintain scenic views, the historic character of the property, natural conditions, open spaces, green areas, animal refuges, and natural habitat and flora and fauna;

NOW, THEREFORE, in and for the consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the Commission to the Grantors and other good and valuable considerations, receipt of which is hereby acknowledged, the Grantors do hereby grant and convey unto the Commission a ^{perpetual} scenic and conservation easement on the real properties hereinbefore described of the nature and character and to the extent hereinafter expressed, to be and constitute a covenant real running with the title of said property, to be a scenic conservation and open space easement, the purpose of which shall be to preserve, protect, and maintain the general topography and scenic character of the landscape. The restrictions, conditions, and easements imposed upon the use of the said property; the acts which the Grantors, their heirs, successors, and assigns covenant to refrain from doing upon said property; and the acts which they covenant to permit the Commission to do upon said property shall be as follows:

1. That except as otherwise provided herein, no non-agricultural use shall be made of nor shall any non-agricultural related improvements be made on the property subject to this easement which would in any way permanently interfere with the natural ground cover and have a substantially adverse effect upon drainage. All agricultural use of the land shall be done in accordance with reasonably good conservation practices.

2. That no timber shall be cut and removed from the property except pursuant to an official forest management plan formulated by the State of Maryland Department of Natural Resources, Department of Forests and Parks, and approved by the Commission. This condition shall not be construed as to prevent permissible development under the condition number 9 of this Agreement.

3. That said property shall not be used for any professional or commercial activities except such as are permitted by law and can be and are in fact conducted from the residential dwelling without alteration of such dwelling or any future residential dwelling.

4. That no advertising signs or billboards shall be displayed or placed upon said property, with the exception of professional nameplates or signs no larger than two (2) square feet advertising home occupations or products or sale or lease of the property.

5. That no mining or industrial activity shall be conducted upon said property.

6. That no dumping of ashes, trash, sawdust, or other unsightly or offensive material shall be placed or permitted by the Grantors to remain upon said property. Mulches and nutrient materials to be added to the soil as a part of an agricultural program, when stored upon the property, shall not be considered in violation of this condition. Fill material may be placed upon the property as a part of a conservation program approved by the U. S. D. A. Soil Conservation Service.

7. The said property shall not be used as a site for any major public utility installations, such as, but not limited to, electric generating plants, electric power transmission lines, gas generating plants, gas storage tanks, microwave relay stations, and telephone exchanges except as may be approved in writing by the Commission. Nothing in this paragraph shall, however, be deemed to prevent the construction or maintenance of, over or under the property, facilities usual to a residential neighborhood such as telephone and electric lines, water mains, sewer mains, gas mains, pipe and conduits, and necessary related equipment.

8. That no alterations, excavations, grading, or other changes be made to the general character and topography of the landscape of said property without written consent thereto by the Commission except such alterations, excavations, grading, or other topographical changes as are necessary to permit development permitted under this Agreement.

9. That notwithstanding the foregoing restrictions, numbers one through eight respectively, it is further covenanted that the Grantors, without written consent of the Commission, shall retain the right to rebuild and maintain the existing single-family residential structure as well as the accompanying outbuildings which exist, together with the right to construct one additional single-family dwelling and appurtenant outbuildings. Any such building or rebuilding shall be undertaken in a manner which causes as little change or alteration of the landscape or the facade of the existing residential buildings as may be reasonably possible and the property around such additional single-family structure shall be adequately landscaped with appropriate shrubs, bushes, and trees so as to maintain a similar appearance to that of the existing landscape and ground cover.*

10. That representatives of the Commission may enter upon said property at reasonable hours after first giving reasonable notice for the purpose of making periodic inspections in order to ascertain whether there has been compliance with the restrictions, conditions, and easements established herein.

11. That upon the violation of any of the restrictions, conditions, covenants, and easements established herein, the Commission shall have the right to enforce such provisions by injunction or other appropriate relief in any court of competent jurisdiction.

TO HAVE AND TO HOLD unto the Commission, its successors and assigns forever. This grant shall be binding upon the heirs and assigns of the Grantors and shall constitute a covenant real running with the title upon the above described property and shall remain in force in perpetuity.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals on the date first hereinbefore set forth.

* Appropriate landscape development may include private swimming pools, tennis courts and other such recreational facilities.

TEST Will. M. Candy
as to all others
WILLIAM M. CANDY

Grace Blunt (SEAL)
Grantor GRACE BLUNT

TEST _____

Antoinette Hope Millholland (SEAL)
Grantor ANTOINETTE HOPE MILLHOLLAND

TEST _____

Cary Parker (SEAL)
Grantor CARY PARKER

TEST _____

Paul Millholland (SEAL)
Grantor PAUL MILLHOLLAND

TEST _____

Elizabeth D. Sherman (SEAL)
Grantor ELIZABETH D. SHERMAN

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

BY: Don L. Spicer
Executive Director
DON L. SPICER

ACKNOWLEDGMENT OF GRANTOR

State of Maryland, County of Montgomery.

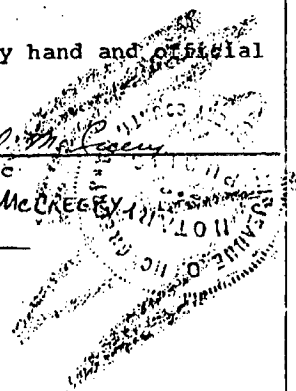
On this 13th day of October, 1976.

before me the undersigned officer personally appeared Grace Blunt,
Antoinette Hope Millholland, Cary Parker, Paul Millholland, and
Elizabeth D. Sherman, known to me (or satis-
factorily proved) to be the persons whose names are subscribed to
the foregoing instrument, and acknowledged that they have executed
the same for the purposes herein contained.

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

Jeanne D. McCree
Notary Public
JEANNE D. MCCREE

My Commission Expires: July 1, 1978



SCENIC EASEMENT AGREEMENT
A. H. MILLHOLLAND, ET AL, PROPERTY
NINTH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being part of the land conveyed by the following four (4) Deeds and two (2) Wills:

1. by a deed from Elizabeth Blunt, et al, to Antoinette Hope Millholland dated May 12, 1947 and recorded among the Land Records of Montgomery County, Maryland, in Liber 1081 at Folio 203,
2. by a Confirmatory Deed from John S. Blunt to Antoinette H. Millholland dated June 14, 1975 and recorded among the aforesaid Land Records in Liber 4668 at Folio 852,
3. by a deed from Woodward B. Millholland, widow, to Cary B. Millholland dated April 22, 1948 and recorded among the aforesaid Land Records in Liber 1147 at Folio 479,
4. by a deed from Woodward B. Millholland, widow, to Paul D. Millholland dated April 22, 1948 and recorded among the aforesaid Land Records in Liber 1147 at Folio 481,
5. 1/6 interest to Grace Orr Blunt by the Last Will and Testament of Edward Waters Blunt, deceased, probated November 18, 1966 and recorded among the Will Records of Montgomery County in Liber V.M.B. 217 at Folio 469,
6. 1/3 interest to Elizabeth Porse Sherman by the Last Will and Testament of Sarah Blunt Sherman, deceased, probated August 7, 1947 and recorded among the aforesaid Will Records in Liber O.W.R. 21 at Folio 403.

Said property being more particularly described by a deed dated November 24, 1866 and recorded among the aforesaid Land Records in Liber EBP 3 at Folio 291, being a part of a tract called "Thomas' Hog Pasture"

Beginning for the same at an iron pipe found at the beginning of the 3rd or South 34° West, 138 perch deed line of EBP 3/291 said 3rd deed line also being the southeasterly or South 35°27'48" West, 2282.05 foot plat line as shown on a plat entitled "Parcel A," Plat of Reservation, North Germantown Greenbelt, Part of Brink Road Syndicate Property, and recorded among the aforesaid Land Records in Plat Book 98 at Plat 10935 and running thence from said point of beginning through, over, and across part of EPB 3/291 the following ten (10) courses and distances:

- 1) South 75°45'46" East, 1054.19 feet to a point; thence
- 2) North 85°12'47" East, 325.96 feet to a point; thence
- 3) South 72°42'18" East, 451.65 feet to a point in Blunt Road; thence with said Brink Road the following five (5) courses and distances:
- 4) South 32°36'51" West, 475.02 feet to a point; thence
- 5) South 31°21'20" West, 172.57 feet to a point; thence
- 6) South 21°59'28" West, 62.31 feet to a point; thence

Scenic Easement Agreement
A. H. Millholland, et al, Property
Ninth Election District
Montgomery County, Maryland
PAGE 2

- 7) South 18^o07'18" West, 188.09 feet to a point; thence
- 8) South 17^o43'30" West, 85.70 feet to a point; thence
departing said Blunt Road
- 9) North 70^o37'07" West, 1206.07 feet to a point; thence
- 10) North 12^o37'52" West, 852.38 feet to the point of
beginning, containing a computed area of 28.6000
acres of land.

No card

EMMORRINA

APPROVED FOR THE PROSECUTOR HAS BEEN

[Handwritten signature]

RECEIVED BY GOVERNMENT, MEMPHIS, TENNESSEE

APR 11 1978

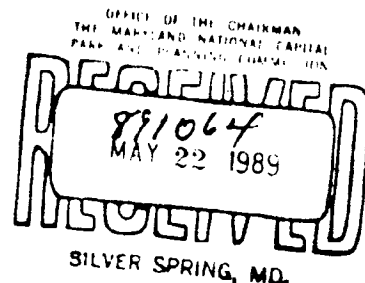
4-1-78 25-28
1/2/78

Elizabeth D. Sherman
520 East 90th Street Apt. 6L
New York, N. Y. 10128

May 16, 1989

Re: Woodbourne /Blunt House
21000 Blunt Road, Germantown
Atlas # 14/51

Mr. Norman L. Christeller
Chairman, MCPB
Maryland-Capital Park & Planning Commission
8787 Georgia Avenue, Silver Spring, Md. 20910-3760



Dear Mr. Christeller:

I have received your letter and the other material enclosed concerning the possible inclusion of the above property on the Master Plan for Historic Preservation. (This is the fifth property listed for consideration at the May 25th Public Hearing.)

I have been and am too ill to go through all this rather difficult and dense information and come out with much understanding of its ramifications. It would help me if the consideration of my property could be postponed to a later date.

Either now -- or later -- I would like to request that about 15% of the land be excepted from the designation to leave room for another house to be built on its northern border with access to Blunt Road. (I think that as much as four or five acres might be needed to provide enough setback to keep a house screened by trees from the Woodbourne house -- and from most of the wooded area.)

You should know that the present scenic easement held by the MNCPPC allows another house -- but with no designation of the site and no limitation on the size of the surrounding property.

Perhaps I should point out that I am a direct descendant of the original owners Harry Woodward Dorsey and Samuel Blunt and would appreciate any consideration you may give me.

Sincerely yours,

Elizabeth Dorsey Sherman

copy to Mr. Steven Karr, Chairman
Historic Preservation Commission

By: *A.E. Navarro*
Secretary-Treasurer

No funds required JB

OWNER: A. H. Millholland et al

GREAT SENECA EXTENSION
STREAM VALLEY PARK

ADDRESS: c/o William M. Canby, Esq.
Miller, Miller & Canby
200 Monroe Street
Rockville, Maryland 20850

EASEMENT AND AGREEMENT

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(See attached metes & bounds description which is herein made a part hereof.)

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WHEREAS, the exact description of the hereinabove described land is to be governed by an independent survey by a registered surveyor as hereinafter provided; and

WHEREAS, it has been determined by the Commission that a scenic and conservation interest in the property owned by the Grantors described herein is a necessary part of said park system; and

REVIEWED AS TO SUFFICIENCY
OF LEGAL FORM.
Date Dec 15 76
Mo. Day Yr.
[Signature] (Sig.)
Asst./Assoc./Dep./General Counsel

NO FEE - MONTG. CO. MD.

CLERK'S OFFICE
MONTG. CO., MD.

1977 JAN 24 PM 4

-2-

WHEREAS, the parties hereto have agreed that the fee simple ownership of said property should be retained by the Grantors subject only to the hereinafter mentioned conditions; and

WHEREAS, the Grantors are willing to impose upon their property the hereinafter stated conditions, limitations, and easements; and

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NOW, THEREFORE, in and for the consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the Commission to the Grantors and other good and valuable considerations, receipt of which is hereby acknowledged, the Grantors do hereby grant and convey unto the Commission a ^{perpetual} scenic and conservation easement on the real properties hereinbefore described of the nature and character and to the extent hereinafter expressed, to be and constitute a covenant real running with the title of said property, to be a scenic conservation and open space easement, the purpose of which shall be to preserve, protect, and maintain the general topography and scenic character of the landscape. The restrictions, conditions, and easements imposed upon the use of the said property; the acts which the Grantors, their heirs, successors, and assigns covenant to refrain from doing upon said property; and the acts which they covenant to permit the Commission to do upon said property shall be as follows:

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-3-

3. That said property shall not be used for any professional or commercial activities except such as are permitted by law and can be and are in fact conducted from the residential dwelling without alteration of such dwelling or any future residential dwelling.

4. That no advertising signs or billboards shall be displayed or placed upon said property, with the exception of professional nameplates or signs no larger than two (2) square feet advertising home occupations or products or sale or lease of the property.

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8. That no alterations, excavations, grading, or other changes be made to the general character and topography of the landscape of said property without written consent thereto by the Commission except such alterations, excavations, grading, or other topographical changes as are necessary to permit development permitted under this Agreement.

9. That notwithstanding the foregoing restrictions, numbers one through eight respectively, it is further covenanted that the Grantors, without written consent of the Commission, shall retain the right to rebuild and maintain the existing single-family residential structure as well as the accompanying outbuildings which exist, together with the right to construct one additional single-family dwelling and appurtenant outbuildings. Any such building or rebuilding shall be undertaken in a manner which causes as little change or alteration of the landscape or the facade of the existing residential buildings as may be reasonably possible and the property around such additional single-family structure shall be adequately landscaped with appropriate shrubs, bushes, and trees so as to maintain a similar appearance to that of the existing landscape and ground cover.*

10. That representatives of the Commission may enter upon said property at reasonable hours after first giving reasonable notice for the purpose of making periodic inspections in order to ascertain whether there has been compliance with the restrictions, conditions, and easements established herein.

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IN WITNESS WHEREOF, the said parties hereunto set their hands and seals on the date first hereinbefore set forth.

* Appropriate landscape development may include private swimming pools, tennis courts and other such recreational facilities.

TEST Will. M. Candy
as to all
WILLIAM M. CANDY

Grace Blunt (SEAL)
Grantor GRACE BLUNT

TEST _____

Antoinette Hope Millholland (SEAL)
Grantor ANTOINETTE HOPE MILLHOLLAND

TEST _____

Cary Parker (SEAL)
Grantor CARY PARKER

TEST _____

Paul Millholland (SEAL)
Grantor PAUL MILLHOLLAND

TEST _____

Elizabeth D. Sherman (SEAL)
Grantor ELIZABETH D. SHERMAN

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

BY: Don L. Spicer
Executive Director
DON L. SPICER

ACKNOWLEDGMENT OF GRANTOR

State of Maryland, County of Montgomery.

On this 13th day of October, 1976.

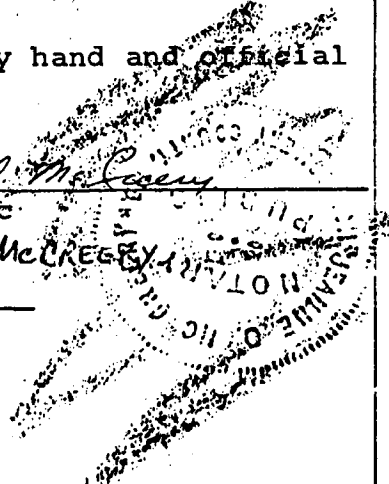
before me the undersigned officer personally appeared Grace Blunt, Antoinette Hope Millholland, Cary Parker, Paul Millholland, and Elizabeth D. Sherman, known to me (or satis-

factorily proved) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they have executed the same for the purposes herein contained.

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

Jeanne D. McCree
Notary Public
JEANNE D. MCCREE

My Commission Expires: July 1, 1978



SCENIC EASEMENT AGREEMENT
 A. H. MILLHOLLAND, ET AL, PROPERTY
 NINTH ELECTION DISTRICT
 MONTGOMERY COUNTY, MARYLAND

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Beginning for the same at an iron pipe found at the beginning of the 3rd or South 34° West, 138 perch deed line of EBP 3/291 said 3rd deed line also being the southeasterly or South 35°27'48" West, 2282.05 foot plat line as shown on a plat entitled "Parcel A," Plat of Reservation, North Germantown Greenbelt, Part of Brink Road Syndicate Property, and recorded among the aforesaid Land Records in Plat Book 98 at Plat 10935 and running thence from said point of beginning through, over, and across part of EPB 3/291 the following ten (10) courses and distances:

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- 3) South 72°42'18" East, 451.65 feet to a point in Blunt Road; thence with said Brink Road the following five (5) courses and distances:
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Scenic Easement Agreement
A. H. Millholland, et al, Property
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- 8) South $17^{\circ}43'30''$ West, 85.70 feet to a point; thence
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- 9) North $70^{\circ}37'07''$ West, 1206.07 feet to a point; thence
- 10) North $12^{\circ}37'52''$ West, 852.38 feet to the point of
beginning, containing a computed area of 28.6000
acres of land.

APR 2 1978

4-1-77 35-78
1/21/77

FOR THE YEAR

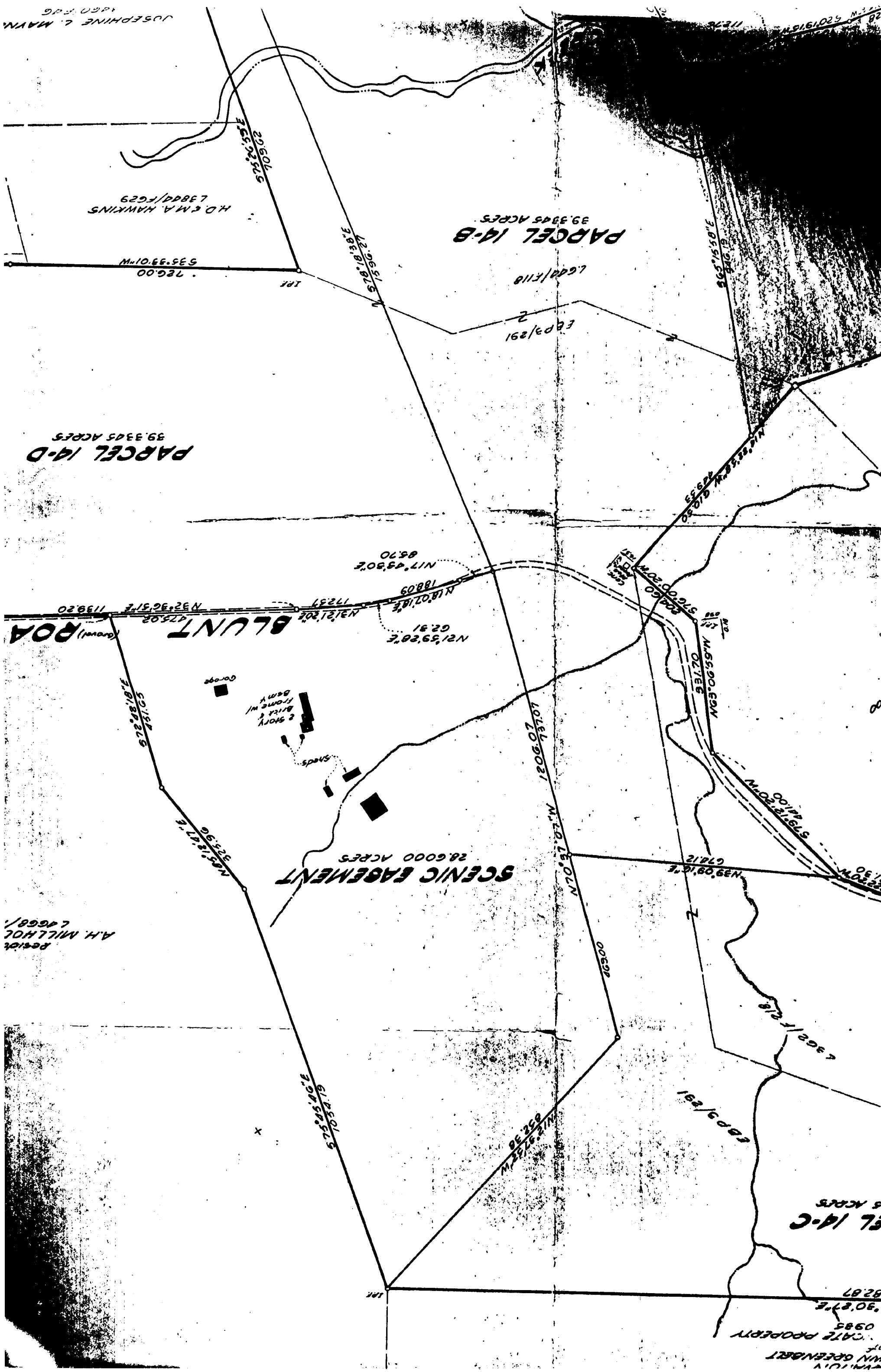
PAID TO GOVERNMENT, MEMBERS,
AND OTHER ASSOCIATES

[Handwritten signature]

THE PROPERTY HAS BEEN
RECEIVED BY THE ASSOCIATION

[Handwritten signature]

No Card



PARCEL 14-B
39.3345 ACRES

PARCEL 14-D
39.3345 ACRES

SCENIC BASEMENT
28,600 ACRES

PL 14-C
5 ACRES

JOSEPHINE L. MAWY
1860 F. 46

H.D. & M.A. HAWKINS
L3844/F. 229

M. 10.55.55
726.00

L602/F. 118

E602/291

565°15'58"E
346.13

39.3345 ACRES

N17°43'30"E
85.70

N18°07'18"E
188.09

BLUNT ROAD

N32°36'51"E
475.02

S. 01.97
3,818.22

2 STORY
BRICK
HOME W/
GARAGE

SHEDS

L064/902

M. 55.00.56
02.76

N39°08'16"E
678.12

A.H. MILLHOL
L. 4668/

N85°12'27"E
3255.90

00692

57525.46'E
57034.75

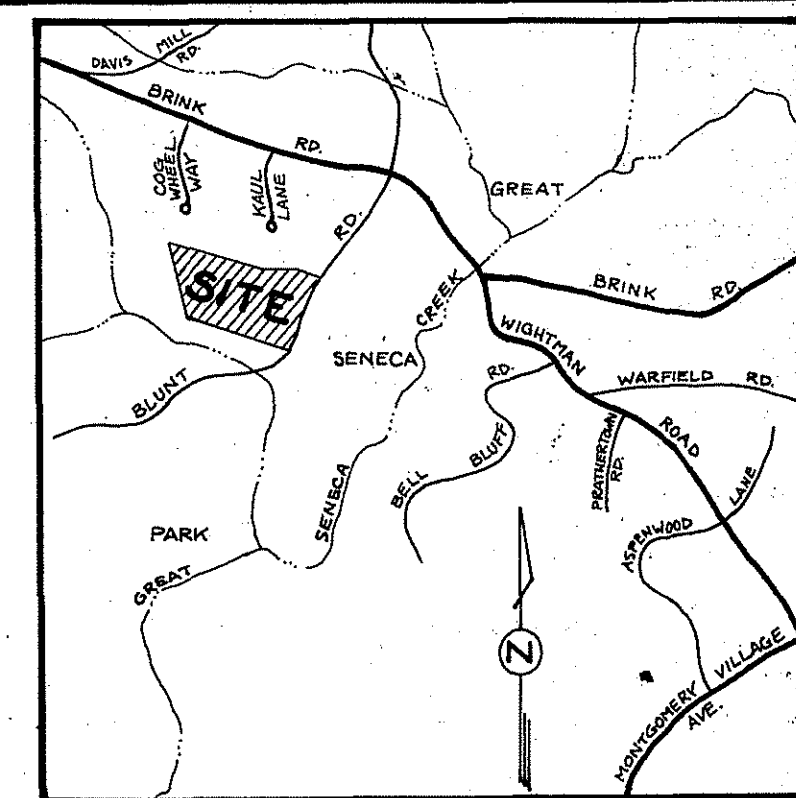
N12°27'27"W
852.38

E602/291

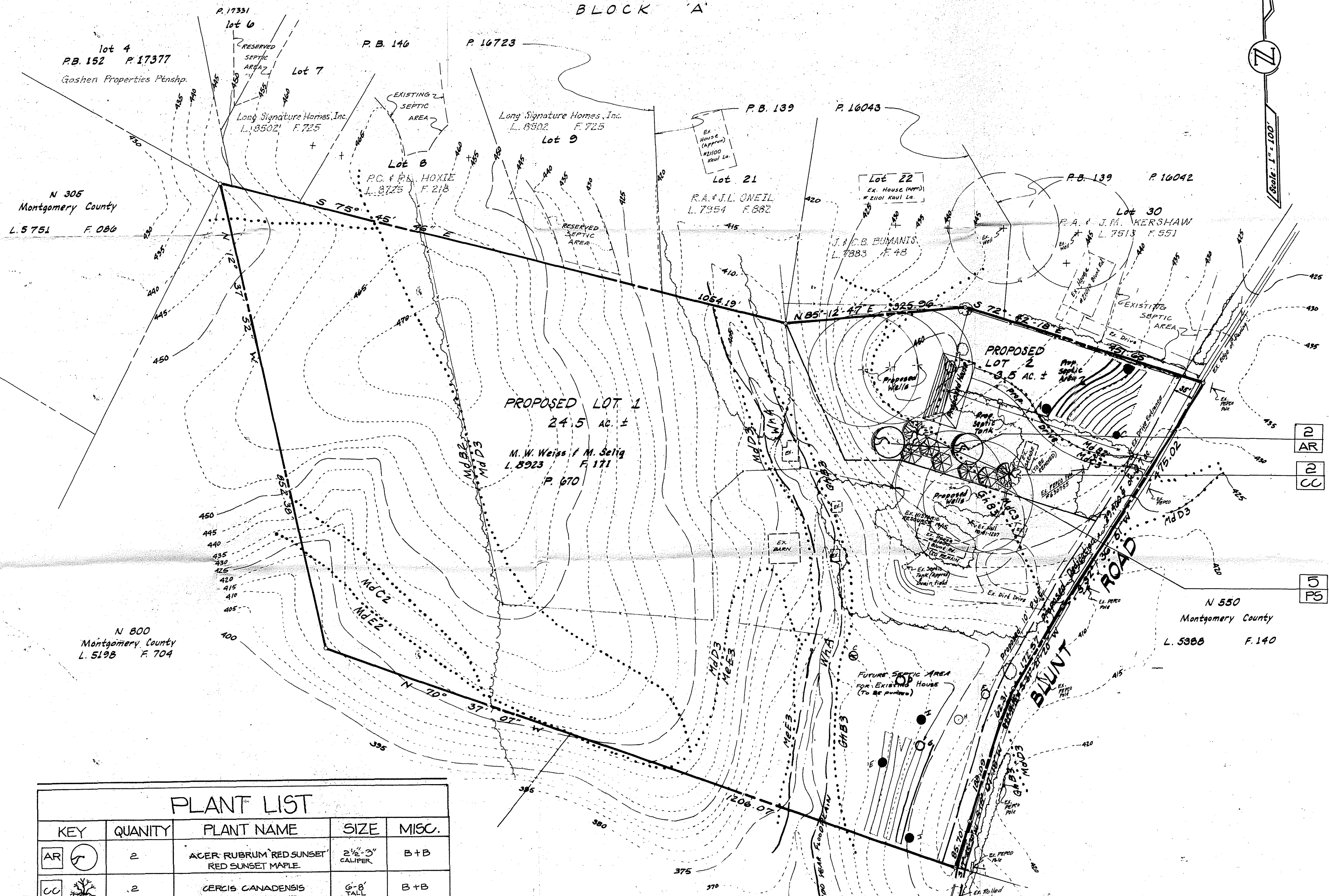
WIN GREENBRI
CATE PROPERTY
0985

30.27'E
82.87

GOSHEN MANOR
BLOCK 'A'



VICINITY MAP
SCALE: 1" = 2,000'



GENERAL NOTES

- Boundary has been compiled from existing deeds and plats recorded among the Land Records of Montgomery County, Maryland.
- Topography has been reproduced from M.N.C.P.F.C. 200 scale. Sheet M-88.
- Existing Water and Sewer category - W-6 & S-6 respectively.
- This plan proposes the use of private wells and septic systems.
- Existing Zone - RE-2.
- Area Tabulations: P 670 28.6 ac.±
Proposed Dedication .7 ac.±
Net Area Lots 27.9 ac.±
- Number of proposed lots is 2.
- This plan is exempt from the requirements of Stormwater Management.
- This site contains historic resource 14/15. Woodburn/Blunt House.
- Soils information reproduced from the Montgomery County Soil Survey, Sheets no. 15 & 16.

2
AR
2
CC
5
PS

The Maryland-National Capital
Park and Planning Commission
Montgomery County Planning Board
Approved Preliminary
Subdivision Plan No. 1-89249

- At its meeting of 11/8/90
- Subject to:
- Conditions of Health Dept. memo dated 10/9/90
 - Prior to recording of plat, submit landscape plan for technical staff approval showing a tree screen between proposed lot and historic resource per MCHD memo dated 3/2/90
 - Dedication of Blunt Road 35' off center line
 - Record plat to reflect delineation of 100-year floodplain and 25-foot building restriction line
 - Necessary easements

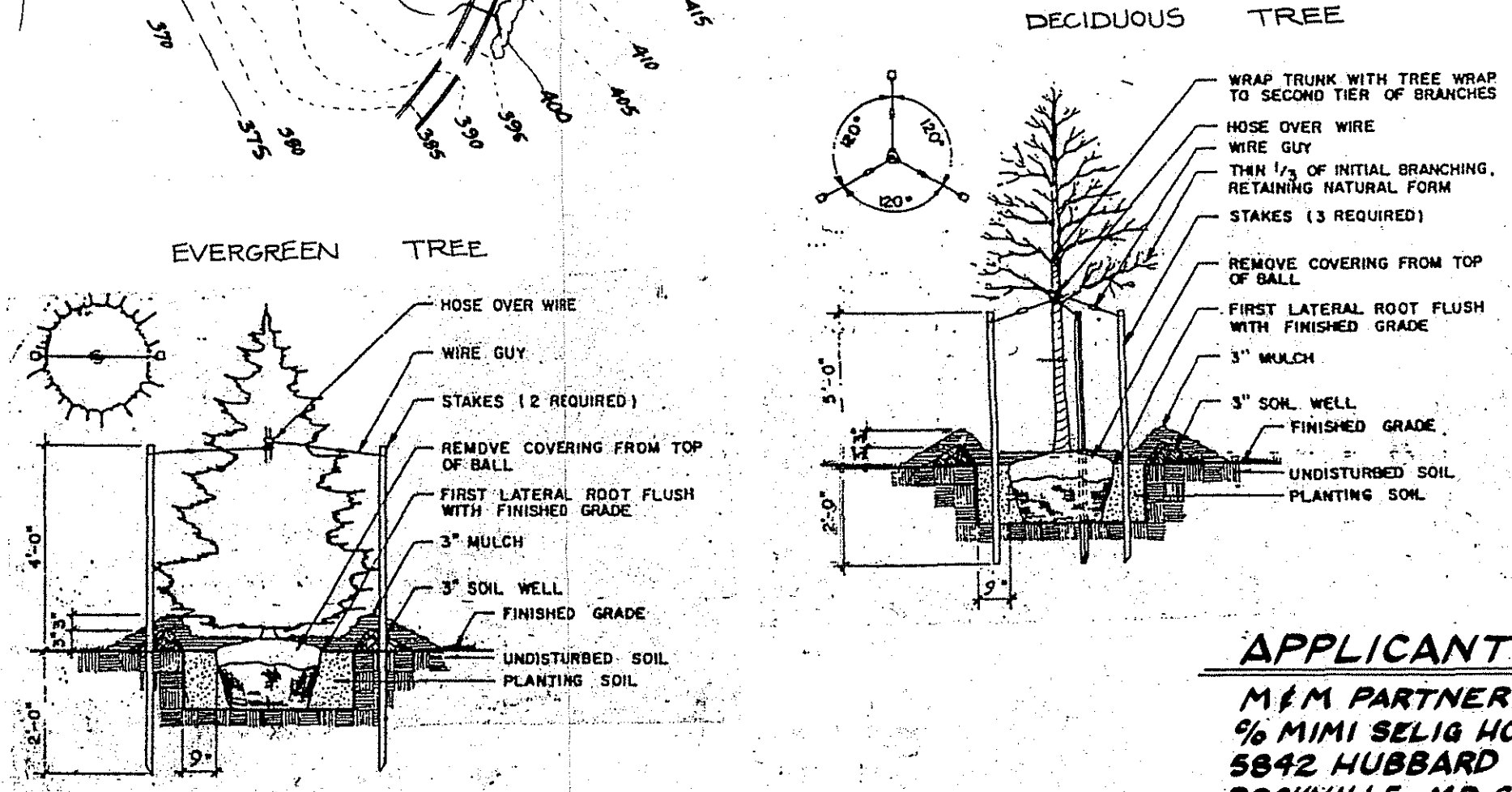
Technical Staff Recommendation
made to MCPB by:
[Signature]
Development Coordinator

MHW
FEB 20 1991
THIS PRINT MADE

PLANT LIST				
KEY	QUANTITY	PLANT NAME	SIZE	MISC.
AR	2	ACER RUBRUM RED SUNSET RED SUNSET MAPLE	2 1/2" - 3" CALIPER	B+B
CC	2	CERCIS CANADENSIS EASTERN REDBUD	6"-8" TALL	B+B
PS	5	PINUS STROBUS EASTERN WHITE PINE	6"-8" TALL	B+B

General Notes

- This plan is to be used for landscaping purposes only.
- Contractor shall verify the locations of all underground utilities prior to beginning work.
- No plant substitutions without the prior approval of the landscape architect.
- Where field conditions exist that would adversely affect plant performance or which would interfere with proper planting procedures, notify landscape architect at once.
- All plant materials shall meet or exceed the standards in the latest edition of the AAN - American Standards for Nursery Stock (ANSI-Z60.1-1986).
- Plant quantities are for convenience only. The contractor will be required to furnish all plant materials as indicated on these drawings.
- All disturbed areas not otherwise indicated are to be seeded.



APPLICANT

M/M PARTNERS
% MIMI SELIG HOMES
5842 HUBBARD DR.
ROCKVILLE, MD. 20852
(301) 984-9700

TAX MAP FV341 W.S.S.C. 229 NW 10

LANDSCAPE PLAN
WOODBURN
LOTS 1 & 2
9TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Designed RNS		Drawn W.S.M.	
Date 9/22/89	Scale 1" = 100'	Job No. 89-197	Sheet 1 of 1

Surveyor's Certificate

I hereby certify that the boundary shown hereon has been compiled from existing deeds and plats recorded among the Land Records of Montgomery County, Md. and is subject to change upon completion of a final survey.

10/05/89
Date

[Signature]
John R. Witmer
Registered Land Surveyor
MD. Reg. No. 10668

1-89249