



General Addendum

The Contract of Sale dated _____
 Address 3204 Ampeg Lane P365 TAX ID 160800709128
 City Olney, State MD, Zip 20832
 Between Seller Michelle Turner Executor of Florence Turner Estate, Dollrinia Butler, Executor of Florence Turner Estate
 and Buyer _____

is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

The undersigned parties hereby acknowledge and agree that as a condition of performance of this contract, buyer hereby agrees to enter in to a Road Construction and Maintenance Agreement for the four Ampeg Lane Lots In Olney, MD 20832; Parcels 1(365), 2(364), 3(340) and 4(286) as defined on the attached survey (Attachment A), with the other lot holders mentioned herein. Said Agreement shall be drafted with terms generally acceptable in this jurisdiction. Said Agreement shall provide for the construction of the Ampeg Lane extension in a commercially reasonable manner up to Parcels 1, 2, 3 and 4, as well as standard/reasonable maintenance therefore. The cost of said construction and/or maintenance shall be shared equally between the buyers of Parcels 1, 2, 3 and 4, and there shall be a continuing obligation, running with the land, for each lot owner, their successors and assigns to pay for one quarter of the maintenance of said road.

See Attachment A – Survey Plat Dated October 12, 1982

 Seller Date
Michelle Turner Executor of Florence Turner Estate

 Buyer Date

 Seller Date
Dollrinia Butler, Executor of Florence Turner Estate

 Buyer Date

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is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

See: Attachment A – Buyer Funded Subdivision Addendum Dated 5-17-2023 and its Exhibits A, B and C.

 Seller Date
Michelle Turner Executor of Florence Turner Estate

 Buyer Date

 Seller Date
Dollrinia Butler, Executor of Florence Turner Estate

 Buyer Date

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Buyer and Seller acknowledge and agree that the property must be subdivided in accordance with applicable laws and regulations in order to be able to obtain a building permit. Buyer is buying **Parcel 365** lot(s) out of three or four potential lots. This Addendum sets forth the additional terms and conditions related to the transaction which will be done prior to settlement.

1. **FEASIBILITY STUDY PERIOD:** Buyer will secure, at Buyer's expense and risk, satisfactory feasibility studies to determine whether the Property is acceptable for Buyer's intended use. ("Feasibility Study Period"). In the event Buyer, in Buyer's sole discretion, and for any reason whatsoever, determines the contemplated use is not feasible, Buyer may terminate the Contract by delivery of written notice to Seller within THIRTY (30) days from the Date of Contract Acceptance, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer elects not to cancel pursuant to this Feasibility Study Period, Buyer shall deliver Notice to Seller in accordance with the "Notices" paragraph of the Contract no later than Thirty-one (31) days from the Date of Contract Acceptance confirming Buyer's election to continue in the form attached hereto as Exhibit "A" ("Notice to Continue"). In the event Buyer fails to deliver Notice to Continue within the time period specified herein, this Contract shall automatically terminate and all Deposits shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

2. **SELLER PRE-SETTLEMENT DEVELOPMENT WORK:** Buyer acknowledges that the property is not yet subdivided and that Seller must complete subdivision of the land and record a Subdivision Plat prior to settlement. The Buyer's lot shall be one or more of the lots created by this subdivision. Buyer further acknowledges that the subdivision process is subject to many variables and Seller cannot guarantee the exact size, shape, property line location, and configuration of the lot - all of which shall be determined by the subdivision process. Seller is only obligated to obtain an approved Subdivision Plat and file the Subdivision Plat in the Land Records of Montgomery County, Maryland. Buyer specifically and knowingly assumes the risk that the size, shape or configuration of the lot may not be what Buyer desires. Buyer and Seller acknowledge and agree that Seller shall engage the engineering and land planning firm of Macris, Hendricks and Glascock, P.A. ("MHG") to perform civil engineering and land surveying services necessary to create and file a legal subdivision plat in accordance with the MHG proposal attached dated **March 8, 2023** and attached hereto as Exhibit "B."

Sellers' Initials: _____ / _____ Buyers' Initials: _____ / _____ Village Sentiments Inc. Initials: _____

3. **SELLER RESPONSIBILITY:** Buyer and Seller acknowledge that Seller's sole development work responsibility is to create and record a subdivision plat creating Buyer's lot in a configuration to be determined by the subdivision process.
4. **BUYER RESPONSIBILITY:** Buyer specifically acknowledges and agrees that Buyer is a sophisticated and experienced Buyer of land to be developed and that Buyer has consulted with his/her/its own lawyer, land planner, engineer, estimators, builder, forester, utility consultant, developer, accountant, and any, and all other experts Buyer deems advisable during the Feasibility Study Period. Buyer specifically acknowledges the limitations of Seller's development work specified in Section III, C. of MHG's proposal. Buyer further acknowledges that Buyer will have additional development costs in order to be able to obtain a building permit which may include, but is not limited to, utility infrastructure, grading, road and sidewalk improvements, sediment control, impact fees, reforestation requirements, on-site improvements, off-site improvements, permit fees, impact taxes/fees and any/all other costs incident to development of the property.

Buyer acknowledges and agrees that some of the cost incident to physical development of the property will benefit the buyers/owners of the other lots created by the subdivision plat. Buyer is encouraged to enter into an agreement with the other lot buyers/owners to equitably share the post-Settlement development costs which will benefit all of the lots created by the subdivision. To that end, Buyer agrees that Seller may share Buyer's contact information with the other lot buyers so Buyer and the other lot buyers may discuss and negotiate post-Settlement development cost-sharing. Notwithstanding the foregoing Buyer specifically acknowledges and agrees that post-Settlement cost-sharing is not a condition precedent to Settlement and Buyer expressly assumes the risk of inability to reach agreement with the other lot buyers/owners.

Buyer specifically holds the Seller harmless and indemnified from and against any and all development costs.

Sellers' Initials: _____ / _____ Buyers' Initials: _____ / _____ Village Sentiments Inc. Initials: _____

5. DEPOSIT BECOMES NON-REFUNDABLE/DISBURSEMENT/LIMIT OF LIABILITY: At the conclusion of the Feasibility Study Period and upon Buyer's delivery of the Notice to Continue, the Earnest Money Deposit shall become non-refundable, earned by Seller, and payable as set forth herein. Buyer acknowledges and agrees that Escrow Agent is irrevocably authorized and directed to disburse portions of Buyer's Deposit to pay for one-third (1/3) of the engineering and pre-development work performed by MHG. Such disbursements shall be made by Escrow Agent as and when MHG invoices for its work without necessity of releases from Buyer nor any further inquiry by Escrow Agent for each disbursement. Escrow Agent shall send a copy of each invoice to Buyer and Seller together with confirmation of the amount that Buyer's one-third (1/3) of the payment shall amount to, and the amount of Buyer's Earnest Money Deposit which remains. Buyer, Seller and Escrow Agent acknowledge and agree that Buyer's deposit may be released ONLY for survey and subdivision work as aforesaid and shall be paid directly to MHG. The balance of Buyer's Earnest Money Deposit shall continue to be held by Escrow Agent until further disbursement as aforesaid, or settlement, or disbursed to Seller upon Buyer default or refusal to settle for any reason after Seller has delivered a copy of the recorded subdivision plat to Buyer.

Seller agrees that, notwithstanding any other provision of this Contract, in the event Buyer defaults or refuses to settle for any reason after Seller has started the subdivision of the property pursuant to the MHG proposal, the Earnest Money Deposit shall be the limit of Buyer's liability. Buyer acknowledges and agrees that in the event Buyer defaults or refuses to settle for any reason within Twenty (20) calendar days after Seller has delivered a copy of the recorded subdivision plat, the balance of Buyer's earnest money deposit shall be disbursed to Seller as liquidated damages, and not as a penalty and each party shall be relieved of further liability to the other.

Sellers' Initials: _____ / _____ Buyers' Initials: _____ / _____ Village Sentiments Inc. Initials: _____

6. **In consideration of Village Settlements, Inc.** agreeing to hold said funds in escrow pending the distribution thereof, and further in consideration of Village Settlements, Inc. agreeing to do so without Village Settlements, Inc. charging any fee for said service, Village Settlements, Inc. and its agents, employees, officers, and/or successors in interest shall forever be held harmless and indemnified from any and all claims, demands, costs, expenses, or liabilities, including reasonable attorneys' fees, arising out of or in any way related to the holding and ultimate disbursement of said funds. In the event that Village Settlements, Inc. is required to participate in any legal proceeding (either as plaintiff, defendant, third party, or witness) as a result of holding the funds or disbursing the funds, or in the event that Village Settlements, Inc. is required to interplead said funds, the undersigned parties shall be responsible for all of Village Settlements, Inc.'s costs and expenses incurred therewith, including, but not limited to, reasonable attorneys' fees. The undersigned expressly acknowledges that he/she/they have discussed this matter with his/her/their legal counsel, or waived the right to do so, and have entered into this escrow voluntarily and without any coercion.

7. **SETTLEMENT:** Buyer and Seller acknowledge that surveying and subdivision work is estimated to take one year or more, but the exact amount of time cannot be determined due to factors beyond the Seller's control. Seller agrees to diligently pursue obtaining the subdivision approval and recording of the subdivision plat. Settlement shall occur on the on the date which is Ten (10) days after Seller has delivered a copy of the recorded subdivision plat to Buyer. In the event that settlement has not occurred within Three (3) years from the date of this Contract (the "Outside Settlement Date"), either Buyer or Seller may declare the Contract void by written notice to the other. In the event settlement has not occurred by the Outside Settlement Date and either party declares the Contract void and in the absence of default by the Buyer, Escrow Agent shall disburse the remaining portion of Buyer's Earnest Money Deposit to Buyer.

Buyer's Signature: _____ **Date:** _____

Buyer's Signature: _____ **Date:** _____

Seller's Signature: _____ **Date:** _____

Seller's Signature: _____ **Date:** _____

Village Settlements Inc. Signature: _____ **Date:** _____

EXHIBIT "A"

NOTICE TO CONTINUE

Buyer hereby gives Notice to Seller that Buyer elects to move forward with the purchase of the property on the terms and conditions stated in the Contract of Sale.

Buyer specifically acknowledges that Buyer has consulted with his/her/its own lawyer, land planner, engineer, estimators, builder, forester, utility consultant, developer, accountant, and any, and all other experts Buyer deemed advisable during the Feasibility Study Period. Buyer specifically acknowledges the limitations of Seller's development work specified in Section III, C. of MHG's proposal. Buyer further acknowledges that Buyer will have additional development costs in order to be able to obtain a building permit which may include, but is not limited to, utility infrastructure, grading, road and sidewalk improvements, sediment control, impact fees, reforestation requirements, on-site improvements, off-site improvements, impact taxes/fees and any/all other costs incident to development of the property.

Buyer reaffirms Buyer's acknowledgement that Seller's sole responsibility prior to settlement shall be pursuing subdivision approval and recording a subdivision plat in the Land Records of Montgomery County, Maryland.

Buyer specifically acknowledges that Buyer's Deposit is non-refundable and will be utilized by Seller and disbursed to MHG in accordance with the terms of the Contract of Sale.

After careful study and consultation with any and all experts Buyer deems advisable, Buyer reaffirms all terms and conditions of the Contract of Sale and elects to continue with the Contract on its terms.

Buyer's Signature: _____ **Date:** _____

Buyer's Signature: _____ **Date:** _____

Seller's Signature: _____ **Date:** _____

Seller's Signature: _____ **Date:** _____

Village Settlements Inc. Signature: _____ **Date:** _____

See Attached Exhibit B:

MHG Agreement For Professional Services Dated March 8, 2023

See Attached Exhibit C:

Park and Planning Letter Dated January 7, 2023

Buyers Acknowledge That That They Have Received and Reviewed The Above Exhibits B and C Prior To Writing an Offer For One or More of The Four Ampeg Lots.

Buyer's Signature: _____ Date: _____

Buyer's Signature: _____ Date: _____

Buyers Agent's Signature: _____ Date: _____

Exhibit B For Attachment A
Buyer Funded Subdivision Addendum
Dated 5-17-2023
Ampeg Lane Lot, Olney, MD 20832

Macris, Hendricks and Glascock, P.A.
Engineers * Planners * Surveyors * Landscape Architects

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

Phone 301.670.0840
Fax 301.948.0693

www.mhgpa.com



March 8, 2023

Dollrinia Butler and Michelle Turner, Executors
Florence F. Turner Family Revocable Trust
114 U Street, NE
Washington, DC 20002-1320

Re: Charles and Benjamin, Tax Map HT61,
Parcels P286, P340, P364, and P365
3204 Ampeg Lane

Dear Dollrinia Butler and Michelle Turner:

We appreciate the opportunity to submit this Agreement and look forward to working with you on the referenced project. If you have any questions or comments, please don't hesitate to give us a call.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement Supersedes Our Agreement Dated May 26, 2022

BETWEEN: Macris, Hendricks and Glascock, P.A.
hereinafter referred to as MHG

AND:

Florence F. Turner Family Revocable Trust

Name

114 U Street, NE

Street Address

Washington

City

DC

State

20002-1320

Zip

Phone No.

Mobile No.

Email Address

hereinafter referred to as the **Client**.

cc: Edward Primozić, Homes by Audrey, eaprimozic@comcast.net

Providing Award Winning Quality Professional Service Since 1978

Dollrinia Butler and Michelle Turner, Executors

Florence F. Turner Family Revocable Trust

Re: Charles and Benjamin, Tax Map HT61, Parcels P286, P340, P364, and P365 March 8, 2023

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I. PROJECT UNDERSTANDING

The Client seeks to subdivide the subject property into four (4) record lots. Depending on the outcome of the Boundary Worksheet, four (4) record lots may not be achievable; MHG will advise the Client of its opinion of the probable lot yield prior to undertaking any further services.

The subject property is located at 3204 Ampeg Lane in Olney, Maryland. The subject property consists of approximately 9.00 acres +/- with the property currently zoned Residential Estate – 2, (RE-2).

This agreement includes those civil engineering and land surveying services typically required to prepare a subdivision application.

II. PROJECT ASSUMPTIONS

MHG assumes the following:

- The project is located within the boundaries of the Olney Master Plan.
- The project is located within Growth Tier I: Areas currently served by community (public) sewer systems.
- The project is located within service category W-6: Areas where there is no planned community (public) service within the ten-year scope of the current Ten-Year Comprehensive Water Supply and Sewerage Systems Plan.
- The project is located within sewer service category S-1: Areas served by community (public) systems that are either existing or under construction.
- The project is located within the Northwest Branch watershed.
- The project will be subject to the provisions of the Montgomery County Forest Conservation Law, Chapter 22-A.
- The project will be developed under the Standard Method Development Standards.
- Ampeg Lane is a roadway operated and maintained by the Montgomery County Department of Transportation.
- The scope and fees below do not include final engineering design and permitting services.

III. SCOPE AND FEES

- A. We have prepared this Agreement in accordance with the scope of the project as we currently understand it. We reserve the right to revise or supplement this Agreement as changes occur and/or new information becomes available. MHG will provide the following services for the referenced project for the fees as shown below:

Part One - Pre-Application Services

- .01 Boundary Worksheet (Suburban, Unimproved, Partially Forested, 9.00 Acres +/-):.....\$10,900.00**
MHG will prepare a boundary worksheet of the referenced property in accordance with COMAR 09.13.06.02 and 09.13.06.03, the Minimum Standards of Practice as established by the State of Maryland, Board for Professional Land Surveyors and with generally accepted practice in Montgomery County, Maryland. Existing buildings, improvements, and points of access located upon the subject property will be located and shown on this survey. This survey will be prepared at a scale of 1:240 (1 inch = 20 feet) and will be for in-house use in the preparation of the Subdivision Record Plat as typically required for review of a subdivision application. **Note: MHG requests that an examination of title by a competent attorney be furnished to us for our use in preparing this survey.**
- .02 Field Run Topographic Worksheet (Suburban, Unimproved, Partially Forested, 12.5 Acres +/-):.....\$5,700.00**
MHG will prepare a topographic worksheet of the subject property in accordance with COMAR 09.13.06.02 and 09.13.06.04, the Minimum Standards of Practice as established by the State of Maryland, Board for Professional Land Surveyors and generally accepted practice in Montgomery County, Maryland. Existing buildings, water supply wells, improvements, individual trees greater than or equal to 24 inches in diameter (DBH), roadside trees 1 inch in diameter (DBH), and other physical features and characteristics located upon the subject property will be located and shown on this worksheet. This worksheet will be prepared at a scale

Item .02 Continued

of 1:240 (1 inch = 20 feet) with a contour interval of one (1) foot and will be for in-house use in the preparation of subdivision plans and computations below.

.03 Natural Resources Inventory/Forest Stand Delineation Plan (NRI/FSD) (Suburban, Improved, Partially Forested, 12.5 Acres +/-):..... \$3,500.00

MHG will prepare these drawings as typically required to identify forest stands and natural resources in accordance with the MNCPPC Environmental Guidelines, the Montgomery County Forest Conservation Law (Chapter 22A) and the Montgomery County Technical Manual for Trees.

These drawings will be prepared based on publicly available base mapping information and on the field run surveys above. No new land surveying field work will be performed as part of this task.

The Client will be responsible for the payment of any fees associated with the NRI/FSD.

Subtotal Part One \$20,100.00

Part Two - Subdivision Services

For the purposes of this agreement, MHG assumes that approval for a four (4) lot Preliminary Subdivision Plan application is being sought.

.04 Preliminary Subdivision Plan: \$8,100.00

MHG will prepare the drawings, documents and computations as typically required for the submission and processing of a Preliminary Subdivision Plan for the subject property. These drawings, documents and computations will be prepared in accordance with Chapter 50 of the Montgomery County Subdivision ordinance. The following will be included in this scope of services:

- Preparation of the Preliminary Subdivision Plan drawing
- Conceptual Sanitary Sewer and Water Supply
- Conceptual Grading
- Companion Submission to the Montgomery County Department of Transportation (MCDOT).

Item .04 Continued

Dollrinia Butler and Michelle Turner, Executors

Florence F. Turner Family Revocable Trust

Re: Charles and Benjamin, Tax Map HT61, Parcels P286, P340, P364, and P365 March 8, 2023

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- **Note the Client will be responsible for the payment of MCDOT's Plan Review Fees.**
- Companion Submission to the Washington Suburban Sanitary Commission (WSSC). **Note the Client will be responsible for the payment of WSSC's Government Referred Plan Review Fees.**
- Assistance in the completion of the Application Form
- Assistance in the preparation of the Statement of Justification
- Assistance in the preparation of the Certificate of Compliance
- Application Submission via ePlans System

The Client will be responsible for the payment of the Maryland-National Capital Park and Planning Commission's (MNCPPC) plan review fees.

.05 Outreach Assistance:..... Time & Expenses, Estimated \$1,500.00

The Preliminary Subdivision Plan application will require the following community notice, MHG will assist the Client in preparing community notice and outreach.

- Pre-Submittal Meeting(s); before an application may be accepted, the applicant must hold a public meeting to present the proposed application and respond to questions and comments. This meeting must be held no more than 90 days before filing the application. MHG will assist the Client in arranging for a Pre-Submittal meeting, preparing sign-in sheets, the preparation of the meeting minutes, and collecting application submittal documentation following the meeting. **Note: It has become common practice for Pre-Submittal meetings to be conducted virtually using a web based platform, therefore, MHG will arrange a web based virtual meeting platform for conducting the required community meeting.**
- Pre-Submittal Meeting Notice Sign; a sign advertising the pre-submittal meeting must be posted a minimum of 15 days before the meeting. MHG will have the required notification sign(s) prepared and posted on the

Dollrinia Butler and Michelle Turner, Executors

Florence F. Turner Family Revocable Trust

Re: Charles and Benjamin, Tax Map HT61, Parcels P286, P340, P364, and P365 March 8, 2023

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Item .05 Continued

subject property by a local commercial sign firm in accordance with Manual of Development Review Procedures. It will be the responsibility of the Client to ensure that the notification sign(s) remain visible and in place until after the Pre-Application meeting, unless prior arrangements are made with MHG. The fee quoted for this item is for the preparation and one-time posting of four (4) signs, additional signs will be invoiced on a per sign basis.

- Pre-Submittal Meeting Notice; notices including the date and a link to join the meeting, applicant, application number and name, location of property, property size, zone, proposed use, and density of development must be sent a minimum of 15 days before the meeting. MHG will send, via USPS Certified Mail™, the required notices. For the purposes of this agreement, MHG assumes that not more than twenty (20) notices will be required, if the subject application will involve more than twenty (20) notices, MHG will advise the Client of the cost of these notices.
- Preparation of the Notice List; MHG will prepare a list containing the names and addresses of all persons required to receive notice of the application. MHG will mail, on the Applicant's behalf, the Application Notice Letter, a suitable composite plan drawing, and the "How to Participate Effectively in the Development Review Process" brochure to all the individuals on the Notice List.
- Typically a copy of the Preliminary Subdivision Plan drawings or other exhibits (building elevations, etc.) are presented at this meeting to assist the community in visualizing how the new project will appear. **Note: MHG will invoice, over and above the fee above, for assembling and mailing the Application Notice Letter and information, (which typically costs approximately \$1.75 per piece.)**

.06 Stormwater Management Combined Concept and Site Development Phases:.....\$6,500.00

MHG will prepare these drawings as outlined in Sections 5.1.3.1 and 5.1.3.2 of the Maryland Stormwater Design Manual including the following:

- Site and resource mapping
- Site fingerprinting and development layout
- Locating Environmental Site Design (ESD) practices
- Examination of the use of alternative surfaces
- Examination of the use of non-structural practices to disconnect impervious surfaces
- examination of the use of micro-scale practice to capture and treat runoff
- Integrate erosion and sediment control design into the plan
- Preparation of an infiltration test location plan
- Concept review meeting with Montgomery County, if required

Client is advised that the Montgomery County places special emphasis on groundwater recharge and as such requires field infiltration testing results to be submitted as part of the Concept Phase submission. The Client will be expected to retain the services of a Geotechnical Engineering firm to prepare the field infiltration testing.

The Client will be responsible for the payment of the Montgomery County Department of Permitting Services (DPS) plan review fees.

.07 Field Layout - Soil Borings (@ \$250.00 each):.....\$1,500.00

MHG will provide the survey layout services to mark the soil boring locations as indicated on the Infiltration Test Location Plan. For the purposes of this agreement, MHG assumes that up to six (6) borings will be required.

.08 Notice to Property Owners:\$700.00

The Stormwater Management Concept process will require the following property owner notice.

Item .08 Continued

- Preparation of the Notice List; MHG will prepare a list containing the names and addresses of all property owners that adjoin the subject property and are within 500 feet downstream of the proposed project.
- MHG will prepare and mail, on the Applicant's behalf, the adjoining and downstream property owner notification letter and copy of the Stormwater Management Concept Plan. **Note: MHG will invoice, over and above the fee above, for assembling and mailing the Application Notice Letter and information, (which typically costs approximately \$8.00 per piece).**

.09 Forest Conservation Plan:.....\$4,500.00

MHG will prepare these drawings as typically required to reflect forest conservation methods and measures in accordance with the Montgomery County Forest Conservation Law (Chapter 22A) and the Montgomery County Technical Manual for Trees. These plans will be prepared to reflect the site grading to be developed as part of the Preliminary Subdivision Plan above. The fee for this item does not include the preparation of a variance request for removal or impacts to trees equal to or greater than 30 inches (DBH); should a variance be required; MHG will quote a fee to prepare a variance request at a later date.

.10 Fire Department Apparatus Access Plan:.....\$1,800.00

MHG will prepare these drawings as typically required for review by Montgomery County, Department of Permitting Services. This work will include preparation of a fire department apparatus access plan. **The fee for this item assumes that the site development will meet the prescriptive requirements for fire access; if this is not the case, MHG will provide an additional service agreement to prepare a performance-based fire department access plan.** MHG will submit the subject plan on behalf of Client.

.11 Storm Drainage Study:\$5,000.00

MHG will prepare a Storm Drainage Study as typically required in support of a Preliminary Subdivision Plan application. This study will be prepared in accordance with the Maryland State Highway

Item .11 Continued

Administration and Montgomery County Storm Drain Design Criteria.

.12 Tentative Street Grade Establishment (if required):....\$2,500.00

MHG will prepare a Tentative Street Grade Establishment Plan for a Private Road in accordance with Montgomery County Department of Transportation Guidelines and the Montgomery County Road Code as typically required in support of a Preliminary Subdivision Plan Application.

.13 Traffic Operations Statement:\$900.00

For the purposes of this agreement, MHG assumes that this application will meet the *de minimis* criteria with respect to transportation impacts and as such will prepare a Traffic Operations Statement in support of a Preliminary Subdivision Plan application. If this is not the case, the Client will need to retain the services of a Transportation Engineer.

.14 Sight Distance Evaluation:.....\$1,400.00

MHG will evaluate the sight distance at the proposed and/or existing access point(s) to the subject property as typically required in support of an Preliminary Subdivision Plan application. This evaluation will be prepared in accordance with the State Highway Administration Sight Distance Criteria.

.15 Hydraulic Planning Analysis Request:.....\$5,000.00

The first phase in requesting water and/or sewer service that requires a system extension (new water and/or sanitary sewer mains) is known as a Hydraulic Planning Analysis (HPA). MHG will prepare an HPA for the subject project as typically required for review by the Washington Suburban Sanitary Commission. MHG will process this application and coordinate any required fees with the Client.

As part of the HPA process, the Washington Suburban Sanitary Commission requires that an environmental site review of the subject property be performed. MHG subcontracts this work to a firm which specializes in this service. MHG's fee includes this subcontractor's fees and a fee for MHG to coordinate this work.

Item .15 Continued

The Client will be responsible for the payment of the Washington Suburban Sanitary Commission's (WSSC) plan review fees.

- .16 Utility Plan:\$1,400.00**
MHG will prepare a color-coded drawing indicating all existing and proposed utilities on the preliminary subdivision plan drawing with necessary easements. The Client will be responsible for payment of the Washington Suburban Sanitary Commission's (WSSC) plan review fees.
- .17 Subdivision Application Sign(s):.....\$800.00**
MHG will have the required notification sign(s) prepared and posted on the subject property by a local commercial sign firm in accordance with Manual of Development Review Procedures. It will be the responsibility of the Client to ensure that the notification sign(s) remain visible and in place until after the Planning Board hearing, unless prior arrangements are made with MHG. The Client will be responsible for the removal of these signs, once any appeal period has expired. The fee quoted for this item is for the preparation and one-time posting of one (1) sign(s); any additional signs will be invoiced on a per sign basis.
- .18 Legal Description and Exhibit:\$1,800.00**
MHG will prepare a metes and bounds description of the conservation easement as required in accordance with COMAR 09.13.06.02 and 09.13.06.08, the Minimum Standards of Practice as established by the State of Maryland, Board for Professional Land Surveyors. These documents will include a written legal description accompanied by a graphical representation in the form of a sketch. The fee for this item includes the one-time preparation of legal descriptions and exhibits to be incorporated into documents below.
- .19 Conservation Easement Document Preparation:\$900.00**
MHG will complete the "standard" Forest Conservation Easement document, as provided by the Maryland-National Capital Park and Planning Commission Planning Department, for the property owner's execution. This "standard" document should be reviewed by the Client's attorney for legal sufficiency.

- .20 Maintenance and Management Agreement Preparation: \$900.00**
MHG will prepare a Forest Conservation On-Site Maintenance and Management Agreement as typically required for review by the Maryland-National Capital Park and Planning Commission Planning Department, for the property owner's execution.
- .21 Preliminary Subdivision Plan, Certification Process: ... \$3,000.00**
MHG will prepare these drawings as typically required for the "certification" by the Planning Department staff once the Planning Board has rendered their opinion.
- .22 Address Plan: \$700.00**
MHG will prepare these drawings as typically required for assignment of street addresses by the Maryland-National Capital Park and Planning Commission.
- .23 Plan Revisions:..... **Time and Expenses****
MHG will prepare the above plans and drawings in accordance with the published criteria of Maryland-National Capital Park and Planning Commission (MNCPPC). Once these plans and drawings have been submitted, any revisions that may be required by the authorities having jurisdiction in order to bring the plans and drawings into compliance with the applicable codes and regulations will be provided under the fixed fee amounts above. Any revisions required as a result of the subjective review by the authorities having jurisdiction will be addressed on a time and expenses basis. MHG will notify the Client in advance, if it believes that any required revisions are outside the applicable codes and regulations, prior to addressing subjective review comments.
- .24 Subdivision Record Plat:..... **\$7,300.00****
MHG will prepare the required plats, applications, documents and computations necessary for the submission, processing and recordation of a subdivision record plat within the Land Records of Montgomery County, Maryland. For the purposes of this 39agreement, MHG assumes that this plat will be processed under the provisions of Section 50-36 of the Montgomery County Code.

Item .24 Continued

The Client is advised that subdivision applications are subject to conditions, which must be satisfied prior to the recording of the Subdivision Record Plat. MHG will notify the Client of any additional services that may be required to obtain Subdivision Record Plat approval.

**.25 Meetings and Exhibits:
..... Time and Expenses, Estimated \$2,000.00**
MHG will attend meetings with the Client, Attorney or other interested parties as directed by the Client. MHG will prepare exhibits as typically required for public presentation and hearings.

Subtotal Part Two \$58,200.00
(Assuming Estimated Totals for Hourly Items, and Not including Item .23 (Plan Revisions,) which will be invoiced on an hourly basis in accordance with the rates indicated in the schedule in Exhibit B, attached hereto)

TOTAL \$78,300.00
(Assuming Estimated Totals for Hourly Items, and Not including Item .23, which will be invoiced on an hourly basis in accordance with the rates indicated in the schedule in Exhibit B, attached hereto)

Retainer: Upon acceptance of this Agreement, a retainer is due and payable in the amount of **\$10,000.00**. If required, said amount shall be held in escrow by MHG to be applied against the final billing statement, or any earlier billing statement which remains due and payable in full or part after thirty (30) days of the date thereof. In the event the retainer is so applied to a billing statement prior to the completion of work by MHG, MHG will be absolutely and unconditionally entitled to suspend all work and withhold all work product until the full amount of the retainer is restored. No interest shall accrue on the retainer. Any unused portion of the retainer shall be refunded at the conclusion of work by MHG.

- B. MHG will perform all work in accordance with industry standards and will exercise usual and customary professional care in our efforts to comply with those laws, codes, ordinances, and regulations, which are in effect as of the date of this Agreement.
- C. The following services are specifically excluded from this Agreement and are listed herewith to avoid potential conflicts:
- ALTA/NSPS Land Title Surveys
 - As-Built Plans
 - Building Site Waste Management Plans
 - Construction Drawings
 - Construction Waste Management Plans
 - Easement Plats and Descriptions, not indicated above
 - Flood Plain Studies
 - Gas and Electric Connections
 - Geotechnical Information Required for Pavement Design
 - Geotechnical Services
 - Hazardous Waste Investigations/Certifications
 - Landscape Plans
 - Lease Area or Rights-of-Way Plats or Descriptions
 - Off-Site Roadway Improvements
 - Off-Site Utility Extensions
 - On-Site Water and Sewer Plans
 - Parking Exceptions, Waivers or Reductions
 - Percolation Testing
 - Retaining Wall Design
 - Site Development Plans
 - Site Lighting Plans
 - Soil Boring Stakeout
 - Soil Erosion and Sediment Control Plans
 - Specifications
 - Traffic Study
 - Tree Survey
 - Waivers from Design Standards
 - Wetlands and Waterway Permit Applications
 - Wetlands Investigations
 - Zoning Variances/Special Exceptions
 - Construction Services

Dollrinia Butler and Michelle Turner, Executors

Florence F. Turner Family Revocable Trust

Re: Charles and Benjamin, Tax Map HT61, Parcels P286, P340, P364, and P365 March 8, 2023

Page 14

Inspection Services

Jobsite Safety Inspections

Survey Construction Services (including setting benchmarks, property
corner stake-out or construction layout)


Third Party Confined Space Observations and Certifications of
Stormwater Management Facility

- D. The attached Exhibit A "General Provisions" and Exhibit B "Fee Schedule" are hereby made a part of this proposal.

Signature Page Follows

Dollrinia Butler and Michelle Turner, Executors
 Florence F. Turner Family Revocable Trust
 Re: Charles and Benjamin, Tax Map HT61, Parcels P286, P340, P364, and P365
 March 8, 2023
 Page 15

Please indicate acceptance of our services and fees by signing, dating, and returning this Agreement and the General Provisions.

Company Name	Macris, Hendricks and Glascock, P.A
By	Company Name  Stephen E. Crum, P.E. Vice President
Printed Name & Title	Printed Name & Title
Date	March 8, 2023
Date	Date

Please provide the information indicated below for the subject property

Point of Contact	Phone Number	Email Address
Accounting Contact	Phone Number	Email Address

If contacting MHG was the result of a referral; who may we thank?

F:\Data\Admin\Proposal\Current Proposal templates 2021\P-SEC-Charles and Benjamin Tax Map HT61 Parcels P286, P340, P364, P365-V03 2023-03-08.docx

For MHG Use only:

Project Type	Client Type	Political Jurisdiction
Choose an item.	Choose an item.	State:
Contact Source	Client Status	County:
Choose an item.	Choose an item.	Municipality:
Utility Letters Required?		Check with PM re Utility Letters

EXHIBIT A

GENERAL PROVISIONS

Effective Date: (September 1, 2018)

- A. The Client will be responsible for additional services that become necessary, which are not included under the listed scope and for services provided for revisions involved to return to the same point of completion. Unless negotiated on a different basis, fees for additional or revised services will be provided on an hourly basis in accordance with the rates listed in the Fee Schedule on Exhibit B of this Agreement.
- B. Drawing reproduction and other printing costs incurred by this office for in-house use and coordination are included in our fees. Printing costs for review submissions to public agencies as well as other printing costs incurred at the Client's request shall be billed as a reimbursable expense in accordance with the Reimbursable Expenses on Exhibit B of this Agreement.
- C. Reimbursable expenses such as messenger service, permit fees, drawing reproductions in quantity by outside vendors, etc., will be charged at cost plus 10%.
- D. The Client will be responsible for the payment of all submission fees, bonds, and recording charges necessary to complete all plats, plans, and applications. The Client will be responsible for obtaining all appropriate signatures as necessary to complete all plats, plans, and applications.
- E. Although it is the policy of MHG to complete all services in a timely manner, there is no guarantee expressed or implied as to when the work will be completed or when plans will be reviewed or approved by the applicable governing agencies.
- F. Invoices will be provided by regular mail or email to the contracting party at the address(s) indicated herein. All invoices are due and payable in full within fifteen (15) business days of the invoice date. In the event any invoice is not paid within thirty (30) days of the invoice date, the following terms shall apply: (a) MHG will be absolutely and unconditionally entitled to begin charging interest at the end of the thirty (30) day period on the unpaid balance of principal and interest at the rate of one and one-half percent (1.5%) per month until paid in full; (b) MHG will be absolutely and unconditionally entitled to suspend all work and withhold all work product until paid in full; and (c) MHG will also be entitled to recover for all reasonable attorneys' fees and costs incurred by MHG in connection with seeking recovery of the charges, expenses and interest due.
- G. The standard of care for all services performed or furnished by MHG under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the time and in the same locality. MHG makes no warranties, express or implied, under this agreement or otherwise, in connection with MHG's services. Subject to the foregoing standard of care, MHG and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- H. This Agreement may be terminated by either party after giving 30 days written notification of Intent to terminate to the other party and by payment of the balance due to MHG by the Client. This balance due will be arrived at by tabulation of hours spent times the hourly rates in effect at the time of termination.
- I. In the event that a signed copy of this Agreement is not returned to MHG within 30 calendar days of the date of this proposal, then the proposal shall be deemed null and void.
- J. In addition to, and as a condition precedent to litigation, the parties shall endeavor to settle disputes by non-binding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. Any mediation shall be held in Montgomery County, Maryland, unless the parties mutually agree otherwise. In the event such disputes or controversies between the parties concern a total amount claimed by either or both parties in excess of Ten Thousand Dollars (\$10,000.00), the parties agree that all such claim disputes or other matter in question arising out of this Agreement shall be determined by a court located in the State of Maryland which has jurisdiction over this matter. Both parties consent to personal jurisdiction in the courts referenced above. This Agreement shall be governed by the laws of the State of Maryland.
- K. All documents prepared by MHG will remain the property of MHG until MHG has received full payment for all services related to the preparation of the documents, at which time the documents will be owned by the client and MHG. If the client so requests, and the client's account is current, the client will be provided reproducible copies of the documents. All digital information (including coordinate data) will remain the property of MHG. This digital information will be released only at the sole discretion of MHG and MHG may seek additional compensation if MHG agrees to release the information.
- L. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and MHG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MHG's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement for any cause or causes, shall not exceed MHG's available professional liability insurance limits. Such causes include, but are not limited to, MHG's negligence, errors, omissions, and strict warranty.
- M. Any applicable statute of limitations shall commence to run not later than the relevant date of substantial completion of the work.
- N. Fees quoted herein will be held for 12 months from the date of this agreement. Fees for hourly services extending beyond this time will be adjusted to reflect annual adjustments to our billing rates. Lump sum fees may be subject to re-negotiation beyond the above noted date.

EXHIBIT B

FEE SCHEDULE

Effective Date: (September 1, 2021)

HOURLY RATES: (To be used for all estimated fees and/or additional services)

Expert Testimony	\$ 230.00 /hr.	Administrative Staff	\$ 75.00 – \$ 105.00 /hr.
Principals	\$ 155.00 – 170.00 /hr.	Field Survey Crew	\$ 155.00 /hr.
Project Managers	\$ 125.00 – 155.00 /hr.	Field Survey Crew (Three Man)	\$ 175.00 /hr.
Professional Staff	\$ 100.00 – 150.00 /hr.	GPS Survey Crew	\$ 195.00 /hr.
Technical Staff	\$ 88.00 – 135.00 /hr.	Laser Scanning Crew	\$ 200.00 /hr.

REIMBURSABLE EXPENSES

DIRECT COSTS: Direct costs and reimbursable expenses are not included in lump sum or estimated fee items. Direct costs will be billed as shown below. Other reimbursable expenses such as messenger service, permit fees, prints in quantity by outside provider, etc. will be billed at cost plus 10%.

LARGE DOCUMENTS

Drawing Size	Blackline Plot on Paper	Colorline Plot* on Paper	Colored Exhibit* Plot on Paper	Blackline Plot on Mylar	Colorline Plot on Mylar
18 x 24	\$ 2.00	\$ 3.00	\$ 6.75	\$ 6.00	\$ 7.50
22 x 34	\$ 2.50	\$ 3.50	\$ 13.50	\$ 12.00	\$ 14.00
24 x 36	\$ 2.50	\$ 3.50	\$ 13.50	\$ 12.00	\$ 14.00
30 x 42	\$ 3.00	\$ 4.00	\$ 20.00	\$ 17.50	\$ 20.00
36 x 48	\$ 5.00	\$ 6.00	\$ 27.00	\$ 24.00	\$ 27.00

*Colorline Plots are drawings which include colored lines and text, Colored Exhibits are drawings with predominant areas of shading, hatching or images.

SMALL DOCUMENTS

This charge will only apply to large quantity reproductions such as Adjacent Owner Notifications.

Drawing Size	Blackline Plot on Paper	Color Plot on Paper	Blackline Plot on Mylar
8 ½ x 11	\$.08	\$.17	\$ 1.20
8 ½ x 14	\$.10	\$.19	\$ 1.30
11 x 17	\$.25	\$.34	\$ 2.40
12 x 18	\$.65	\$ 1.00	

COMPACT DISK

\$12 Per Disk

January 27, 2023

Ms. Dollrina Butler

Ms. Michelle Turner

Re: Parcels P365, P364, P340, P286 - Tax Map HT561, Florence Turner Family Estate

Dear Ms. Butler and Ms. Turner,

It was a pleasure to meet with you on January 20, 2023. The Planning Department again apologizes for the erroneous letter that was issued to you on November 15, 2000, regarding whether subdivision was required for your property. We understand the difficult situation you are in, and, as I noted during the meeting, the Planning Department is committed to assisting in any way that we can. This letter summarizes the information we shared during the meeting regarding the current situation of the property and options you could pursue to seek the creation of legally buildable lots, as well as further information we hope is helpful.

It is our understanding that currently your property consists of four unplatted parcels (P365, P364, P340, and P286) that were created by deed in 1993 and not by plat in compliance with the subdivision regulations of the County. Please note that for the referenced unplatted parcels to be eligible to obtain building permits for four single-family detached dwellings, under county law, a record plat(s) must first be recorded in the Land Records to create a platted lot for each dwelling. The individual lots may be recorded all on one plat or multiple plats.

The County's subdivision law requires that all building permits be issued on "a lot or parcel shown on a plat recorded in the County Land Records." The four parcels created by deed in 1993 are not shown on a plat, nor are they exempt from plat recordation requirements because they were created in 1993, which is after the exemption provision date of June 1, 1958. Therefore, the Planning Department is not able to issue an exemption to platting or sign off on building permits issued by the Department of Permitting Services without the properties first being platted.

In order to create multiple platted lots on your property that conform with the subdivision regulations, you will need to record a subdivision plat in the Land Records. Following recordation of the plat(s), multiple lots can be sold and are eligible to have building permits issued upon each of them. To record a plat, the Planning Department conducts and coordinates a review of the subdivision application with other agencies and stakeholders which are involved with general land development, including the creation of lots for single family residences. This coordinated review and input from other stakeholders is generally known as "the subdivision process." The following steps are what would be required to proceed through the subdivision process.

SUBDIVISION PROCESS STEPS

Step 1: Natural Resources Inventory/Forest Stand Delineation

There are three types of subdivision applications, as explained below. Regardless of which type of subdivision application you file, the first step will be preparation, review, and approval of a Natural Resources Inventory/Forest Stand Delineation (NRI/FSD, or NRI for short).

An NRI is a plan drawing that shows the natural features of a property, including topography, streams, forested areas, and trees. It must be prepared by a qualified professional. An NRI is required by the Forest Conservation law before submission of a subdivision application. The review time can be between 1 to 3 months, depending on the complexity of the application.

Step 2: Subdivision Plan

After approval of the NRI, the next step is preparation, review, and approval of a subdivision plan. The subdivision plan must be prepared by a licensed surveyor or civil engineer. There are different types of subdivision plans, which require an application to be submitted for Planning Department staff and/or Planning Board review and approval. Both options discussed below will require a Forest Conservation Plan as well. The options that you may wish to pursue are as follows:

Option A: Preliminary Plan (Montgomery County Code Chapter 50.4)

A preliminary plan of subdivision allows Planning Department staff, applicable agencies, and the public to evaluate and comment on the number of lots proposed, what is permitted on the property and any site constraints to determine the number of lots appropriate for the site. The review of the preliminary plan begins with a meeting of multiple agencies to discuss the project, called the Development Review Committee

(DRC). This occurs not more than three weeks after the application has been accepted. Each agency provides comments on the proposal in writing. The types of agencies that would have comments on this project would be the Montgomery County Department of Transportation and Department of Permitting Services (Well and Septic, Storm Water Management, Zoning, and Fire and Rescue Divisions). The project must meet all requirements of those agencies.

After any concerns of the agencies have been addressed, the Planning Department then prepares a staff report and recommendation that is presented to the Planning Board as part of the public hearing on the proposed subdivision plan. The review time, from the time the application is accepted as complete to the Planning Board hearing, would be a minimum of 4 months, possibly longer depending on complexity of issues. If the Planning Board approves the preliminary plan, a certified plan would need to be submitted and approved by Planning Department staff, which can take 1 or 2 months to complete, depending on how quickly the engineer can respond to requested edits.

In addition to the preliminary plan itself, a forest conservation plan would also need to be submitted concurrently for review and approval. The forest conservation plan is submitted for compliance with the Forest Conservation Law and would need to be prepared by a qualified professional. This review is done concurrently with the preliminary plan and does not add any additional time.

This is a total review time of 8 to 12 months.

Option B: Administrative Subdivision Plan (Chapter 50.6)

Approval of an administrative subdivision plan could allow the property to be subdivided into no more than three lots. Administrative subdivision plans also go to other agencies for review, through the DRC process, similar to a preliminary plan.

After any concerns of the agencies have been addressed, and provided there is no community opposition, Planning Department staff then prepares a staff report and recommendation that is presented to the Planning Director for a decision on the proposed plan. The review time, from the time the application is accepted as complete to the approval decision on the plan, would be a minimum of 3 months. Following any approval of the administrative subdivision plan by the Planning Director, a certified plan would need to be submitted and approved by Planning Department staff, which can take 1 or 2 months to complete, depending on how quickly the engineer can respond to requested edits.

In addition to the administrative subdivision plan itself, a forest conservation plan would also need to be submitted for review and approval. The forest conservation plan is submitted for compliance with the Forest Conservation Law and would need to be prepared by a qualified professional. This would be done concurrently with the administrative subdivision plan.

Option B2: Waiver to Administrative Subdivision Limit to Three Lots (Chapter 50.9)

You also have the option to request, per Chapter 50.9, a waiver of the regulation that limits the administrative subdivision plan to no more than three lots, but that waiver would need to be approved by the Planning Board. If this waiver were approved by the Planning Board, you would be able to use this type of plan to propose a subdivision of more than three lots. The timeframe for this would be similar to Option A because of the need for a Planning Board hearing to approve the waiver.

A waiver request must state the specific section of the Subdivision Regulations that is to be waived and must include a justification statement that shows how a practical difficulty or unusual circumstance of the plan makes the waiver necessary, that the specific requirement of the Subdivision Regulations is not needed to ensure the public health, safety, and general welfare; that the intent of the requirement is still met; and that the waiver is the minimum necessary to provide relief from the requirements and is consistent with the purposes and objectives of the General Plan [Thrive Montgomery 2050], which guides future growth and development in the county over multiple decades.

The total review time for an administrative subdivision plan without a waiver request or community opposition would be 5 to 6 months, and the review time for an administrative subdivision plan with a waiver would be similar to the Preliminary Plan of 8 to 12 months.

Step 3: Record Plat

Following approval of Option A or Option B in Step 2, you would need to apply for a Record Plat. This is the document that eventually would be recorded in the Land Records creating legal building lots. Review can take up to 4 to 8 months.

Please note that all time frames indicated above are contingent upon the timeliness and efforts of a private civil engineer or land planning firm for which you must engage to prepare all required plan drawings. We have detailed submission requirements, checklists, and

applications for all the above plans on our website:

<https://montgomeryplanning.org/development/development-applications/>

We suggest that you engage someone who is experienced with the land development process in the County. Depending on the complexity of your project or existing site conditions, the Planning Department or other departments involved with the review of your proposal may require supplemental information or supporting plans in order to obtain a favorable recommendation to the Planning Board or the Planning Director on each of the above subdivision plan types. Additionally, you may wish to seek the services of legal counsel to assist you in the form of representation and preparation of any required legal documents.

OTHER ACTIONS OUTSIDE OF THE SUBDIVISION PROCESS

Appeal with the Maryland Department of Assessments and Taxation

You may wish to appeal the assessed value of the properties with the Department of Assessment and Taxation through their process which is explained on their website:

<https://dat.maryland.gov>

As previously stated, the creation of the four separate parcels by deed in 1993 resulted in four separate tax parcels with the Department of Assessments and Taxation. Any increase in taxes for the four unplatted parcels may have been the result of this action. When the Planning Department issues exemption letters to platting, we issue them to property owners and the requesting party. We do not forward these letters to the Department of Assessments and Taxation. In addition, we recently spoke with a representative at SDAT, and they indicated that the increase in taxes was likely due to the construction of Ampeg Lane, by others, because the land was no longer land locked. In any event, the Planning Department letter was not part of the assessment valuation.

Enter into a Contract with a Buyer Who Takes Your Property Through Subdivision

Another option is to enter into a contract with a buyer who would take the property through the subdivision process. This is often the case with properties that we review.

Pro Bono Work

We recommend investigating engineering and legal firms that offer pro bono work under certain circumstances. This could help alleviate any financial constraints and burdens of moving forward with a subdivision.

Engineering and Application Fees

The Planning Department cannot provide financial assistance for engineering fees for subdivision applications. Doing so could create a conflict of interest, as the Planning Department is responsible for reviewing engineering drawings for subdivision applications in order to inform their recommendation to the Planning Board or Planning Director for approval or disapproval of the application. We also cannot waive review fees charged by other agencies. However, the Planning Department can support a request to the Planning Board to waive the Planning Department review fees for each application. Please see the Fee Reduction Request form here: <https://montgomeryplanning.org/wp-content/uploads/2017/10/Application-Fee-Reduction-Request-10-25-21.pdf>

I hope this letter has proved informative and has provided some level of guidance while you consider your next steps. Regardless of which of these options you choose, as previously communicated, the Planning Department is committed to expediting our review time as much as possible. Patrick Butler, Chief of the Upcounty Planning Division, is your point of contact if you would like to pursue one of the subdivision options described above. Patrick can coordinate with you and other Planning Department staff to walk you through these processes in more detail. Patrick can be reached at (301) 495-4561 and patrick.butler@montgomeryplanning.org. If you have additional questions or I can be of further assistance, do not hesitate to call me at (301) 495-4501.

Sincerely,

Tanya Stern

Tanya Stern

Acting Planning Director

Cc:

Patrick Butler, Chief, Upcounty Planning Division, Montgomery County Planning Department

Cristina Sorrento, Chief, Intake and Regulatory Coordination Division, Montgomery Planning

Stephen Smith, Planner IV, Intake and Regulatory Coordination Division, Montgomery Planning

Emily Vaias, Principal Counsel, Office of the General Counsel, M-NCPPC

Cherri Branson, Planning Board Commissioner