

# Montgomery Planning

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION



2425 Reedie Drive  
Floor 13  
Wheaton, MD 20902



MontgomeryPlanning.org

**Attachment F**

May 9, 2022

Mr. Jay Shepherd  
RAD 6 Development Corp.  
10400 Detrick Ave.  
Kensington, MD 20895

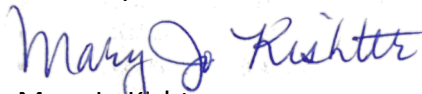
Re: Forest Conservation Exemption: 42022204E  
Property Name: Patterson Tract (Sandy Spring Meadow)

Dear Mr. Shepherd,

Based on the review by staff of the Montgomery County Planning Department, the exemption request submitted on April 12, 2022, for the Patterson Tract (Sandy Spring Meadow) Property, #42022204E, is confirmed. The project is exempt from Article II of the Montgomery County Code, Chapter 22A (Forest Conservation Law), under Section 22A-5(e) because the application is for a real estate transfer to provide a security, leasehold, or other legal or equitable interest in a portion of a lot or parcel, and the transfer does not involve a change in land use, or new development or redevelopment with associated land disturbing activities, and both the grantor and grantee filed a declaration of intent.

Any 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,



Mary Jo Kishter  
Environmental Planner III

cc: Andrea Stirton, AMT

**Declaration of Intent Affirming**  
**Real Estate Transfer Exemption from Article II of the**  
**Montgomery County Forest Conservation Law**

DEFINITIONS

**Grantor**: The person(s) that transfers a security, leasehold, or legal or equitable interest of a lot or parcel.

**Grantee**: The person(s) that receives a security, leasehold, legal or equitable interest in a property, lot or parcel of land.

**Property**: Lots 7-17 and Parcel B, Block A, Subdivision: Sandy Spring Meadow, Recorded among the Land Records of Montgomery County, Maryland as Plat Nos. 14423 and 14424.

WITNESSETH

The real estate transfer reflects a security, leasehold, or other legal or equitable interest of a lot or parcel by a Granter to the Grantee.

On this 27th day of April, 2022 stated as follows:

WHEREAS, RAD 6 DEVELOPMENT CORPORATION (Grantor) seeks approval of amendments to Preliminary Plan No. 119821800 and Site Plan No. 819820920 (Current Development Application) to remove and transfer a portion of the Property (Property Transfer) from the Sandy Spring Meadow cluster subdivision (the Sandy Spring Meadow Cluster Approvals); and

WHEREAS, Grantor seeks approval of the Current Development Application for property located at 17901 and 17922 – 17938 Skymeadow Way and 18001 – 18033 Branchwood Lane, Sandy Spring (Property); and

WHEREAS, after the completion of the Property Transfer and the approval of the Current Development Application, the Grantor intends to submit development applications impacting portions of the Property, as further described in Paragraph 4 below (Future Development Application); and

WHEREAS, the Current Development Application can be approved only if it complies with or is exempt from Article II of the Montgomery County Forest Conservation

Law (Montgomery County Code Chapter 22A, SS 22A-1 *et seq.*, and any amendments thereto) (FCL); and

WHEREAS, the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission (Planning Board) and designated Planning Board staff members are responsible for administering the FCL; and

WHEREAS, the Future Development Application will be subject to the requirements of Article II of the FCL, Grantor wishes to demonstrate that its Current Development Application is exempt from the Article II provisions of the FCL; and

WHEREAS, to obtain the exemption, the Grantor must verify that the following conditions exist:

(1) The approval is sought for the purpose of effecting the transfer of a legal or equitable interest in a portion of a lot or parcel for the purpose of providing, a security, leasehold or other legal or equitable interest; and

(2) The transfer will not involve a change in land use, new development or redevelopment, or any land disturbing or clearing activities, except for as defined below in Paragraph 4.

THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The recitals set forth above are incorporated in full herein.
2. Grantor guarantees that the Property and Current Development Application conform with the Conditions referenced above.
3. For purposes of ensuring compliance with the Conditions, the Planning Board or its designees may enter upon the Property at any time from the date of Applicant's signature of this document until the five-year restriction has expired.
4. Grantee agrees and acknowledges that is responsible for preparation, submission, and implementation of a forest conservation plan in connection with Preliminary Plan Application No. 120220070 and Site Plan Application No. 820220090 covering a portion of the Property (the "R-60 MPDU Optional Method Project"). The exemption from the FCL shall continue to apply to the portion of the Property that remains subject to the Sandy Spring Meadow Cluster Approvals and that is not being transferred to the R-60 MPDU Optional Method Project.
5. If the Grantee violates the Conditions, the exemption will become void and

the Property will be subject to an enforcement action under the Section 22-19 of the Forest Conservation Law which requires: the preparation, submission and implementation of a forest conservation plan; an administrative civil penalty under Section 22A-16(d) for the area of forest cut or cleared under the exemption; or both.

6. This agreement shall be recorded by the Owner in the Land Records of Montgomery County, Maryland and shall be binding on the landowner, its administrators, executors, heirs and assigns.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this paper are true:

Signature of Grantor: Kubrown

Printed name of Grantor: RAD 6 DEVELOPMENT CORPORATION

NOTARY STATEMENT

State of Maryland

County of Montgomery

On this 27 day of April 27, 2022, before me, the undersigned individual, personally appeared Kayrine V. Brown, who acknowledged to be the Grantor and that as such being authorized to do so, executed the foregoing instrument for the purposes therein contained.



Patricia M. B...  
Signature of notary public

My commission expires September 18, 2024

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this paper are true:

Signature of Grantee: *K. Brown*  
Kayrine Brown, Acting Executive Director  
Housing Opportunities Commission of Montgomery  
County, Member

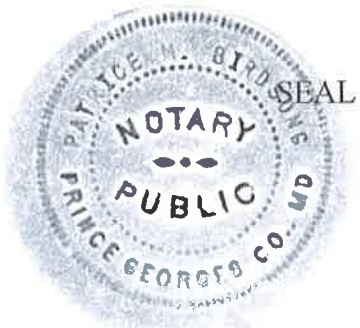
Printed name of Grantee: Sandy Springs Missing Middle, LLC

NOTARY STATEMENT

State of Maryland

County of Montgomery

On this 30 day of March, 2022, before me, the undersigned individual, personally appeared Kayrine Brown, who acknowledged to be the Acting Executive Director and that as such being authorized to do so, executed the foregoing instrument for the purposes therein contained.



*Patricia M. Bird*  
Signature of notary public

My commission expires September 18, 2024